

## APPENDIX C

*Memorandum of Understanding with Carolina Clear*

**Contractual Agreement**  
**between**  
**CLEMSON UNIVERSITY**  
**and**  
**CITY OF CHARLESTON (City/County)**

PUBLIC awareness and education about natural resources is crucial in the process of protecting and restoring water quality. Clemson University (Clemson) and CITY OF CHARLESTON (City/County) will partner to deliver education and involvement programming to general and targeted audiences towards achieving compliance with Phase II Clean Water Act: Stormwater Education and Awareness and Public Involvement/Participation. More specifically, these are referred to as Minimum Control Measures One and Two.

NOW, the parties agree as follows:

1. Clemson will deliver public education and outreach with a goal to influence a more aware and involved public in regards to stormwater management decisions. The educational programs will include components designed for various residential and commercial audiences and others targeted for their impact to stormwater and nonpoint source pollution. This effort will be delivered through various means, as detailed below in items 4 and 5. Events will be held at Clemson and/or other available facilities in such a way to reach diverse and regionally distributed audiences. Such instruction may include the furnishing of informational handouts, instructional manuals, promotional materials, webpages and similar such materials, as deemed appropriate by Clemson and the participating entity.
2. CITY OF CHARLESTON (City/County) will participate in a regional decision-making process to define regional priorities in regards to behaviors, pollutants and audiences to be targeted for outreach. CITY OF CHARLESTON (City/County) shall provide input as available on audience demographics, behaviors based on staff observations, commercial impacts related to stormwater management that may lead to compliance and enforcement actions, and other input based on stormwater operations.
3. CITY OF CHARLESTON (City/County) shall provide information regarding readily available delivery modes for education and involvement programming (e.g., newsletters, community calendars, government access channels, community-mayor meetings, tax or water bills, etc.).
4. Clemson will raise public awareness using a mass media approach. Billboard and television public service announcements, radio broadcasts and interviews, newspaper articles, stories and advertisements, and publications are among the outlets considered for use in this effort.
5. Each of the public-related activities described below will be part of the base program on an annual basis and will target a specific audience, all subject to modification with the

approval of CITY OF CHARLESTON (City/County) and Clemson, as well as acknowledging regulatory direction and interpretation by South Carolina DHEC.

Clemson University will:

*LEAD*

- 5.1. Work with one regional association of **stormwater managers and local decision-makers** to update, plan and determine regional stormwater education and involvement priorities from year-to-year (in this case, the ASHLEY COOPER STORMWATER EDUCATION CONSORTIUM).
- 5.2. Explore, pilot (as needed) and initiate strategic approaches to educating target audiences towards the goal of adopting improved behaviors and practices towards better stormwater management.

*COMMUNICATE*

- 5.3. Maintain webpage(s) with content specific to the regional outreach programs. Utilize tools to monitor website visits and other related statistics.
- 5.4. Maintain communication among regional partners through meetings, newsletters/e-news, one-on-one meetings or other means established as best practice for the partnership.

*IMPLEMENT*

- 5.5. Plan, develop, present and be a participant in at least three (3) **community and public** programs with emphasis on stormwater education. Provide resources to encourage continued learning and practice adoption.
- 5.6. Create at least three (3) news articles for the **general public**.
- 5.7. Plan and present homeowner and yard owner program(s) for **individuals and families**. Distribute or provide materials for distribution as part of workshops and/or provide resources to encourage continued learning and practice adoption.
- 5.8. Provide at least one (1) **youth** program per year within the region such as
  - i. Adopt-A-Watershed which uses a local watershed,
  - ii. Storm Drain Marking,
  - iii. 4-H Wetlands Project explores estuaries, marshes, and swamps,
  - iv. 4H<sub>2</sub>O Pontoon Classroom,
  - v. Engaging teachers in new watershed and stormwater curriculum meeting SC Standards, and
  - vi. Enviroscope.
- 5.9. Present at least one (1) program that addresses pollution prevention and alternatives for a **target audience, as per the region's priorities**.
- 5.10. Develop and provide for the **general public**, within means, items such as banners and promotional giveaways to serve as a way to attract audiences and increase regional consortium visibility.
- 5.11. Utilize mass media outlets to provide statewide education at an increased cost-effectiveness; as needed, locally utilize mass media such as newspapers, radio, interviews and advertisements to address specific needs.

*INVOLVE*

- 5.12. Provide at least one (1) opportunity to involve an audience (**general public** or **commercial**) in improved watershed management and stormwater awareness.
- 5.13. Promote and expand web-based tools to encourage learning about and adoption of low impact development techniques (SC LID Atlas) and furthering involvement from citizens in watershed-focused volunteer opportunities (Watershed Stewardship Map) and through the use of demonstration sites as warranted appropriate.

*REPORT*

- 5.14. Provide and manage a user-friendly database to track each year's activities.
  - 5.15. Annually, produce a document summarizing the year's efforts, successes, decision-making processes, partnerships and regional priorities
  - 5.16. On request and based on current regulatory guidance, provide data for public education and outreach and public involvement/participation measures of the Annual Report Checklist required by DHEC of all Municipal Separate Storm Sewer Systems (MS4s).
6. Clemson will provide accountability statistics for each of the activities as best can be estimated. The statistics will include the following accomplishment indicators:
    - 6.1. Number of educational programs and activities conducted.
    - 6.2. Number of people reached through educational programs or involved by outreach programs according to method, audience or targeted behavior.
    - 6.3. Number of people receiving information through "non-program" contacts such as telephone, office, visits, website contacts, visual and print media.
    - 6.4. Evaluation of activities and the pollutant or behavior targeted.
    - 6.5. As available, feedback on programs and anecdotal evidence of successful program implementation.
  7. At a minimum of *once per permit cycle* (anticipated as no less than 3 years and no more than 5 years), and on the Carolina Clear statewide schedule so as to gain regional comparison information, implement statistically relevant survey instruments to gain insight on the awareness, knowledge and behaviors of the general public related to stormwater and watershed management, as well as regional effort awareness.
  8. The City/County shall provide payment in the amount of \$35,000, annually for the base program. Fees for additional services will be negotiated based on cost. These costs are based on the urbanized area population of each MS4, county and/or defined area(s).
  9. A mutually agreeable estimated delivery schedule shall provide activities distributed through each year in an Annual Activity Plan (as default) or on an otherwise agreed upon multi-year activity plan, which will be noted as a regional decision documented in writing for the regional entity.
  10. Clemson is insured by the State Insurance Reserve Fund pursuant to the State Tort Claims Act. CITY OF CHARLESTON (City/County) is also insured by the State

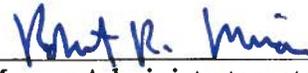
Insurance Reserve Fund. The parties agree that each shall be responsible for the negligent acts or omissions of its own officers, employees and agents and that neither is responsible for the negligent acts or omissions of the other's officers, employees and agents in the performance of the requirements of this agreement.

This contract is subject to the terms and conditions of the Memorandum of Understanding between Clemson and CITY OF CHARLESTON (City/County), dated \_\_\_\_\_, which are fully incorporated herein by reference.

  
\_\_\_\_\_  
John Kelly, Vice President

Vice President for PSA

3/14/13  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
(Mayor, Administrator, etc.)

CITY OF CHARLESTON

4.17.13  
\_\_\_\_\_  
Date

# **Memorandum of Understanding**

**between**

**CLEMSON UNIVERSITY**

**and**

**CITY OF CHARLESTON (City/County)**

WHEREAS, Clemson University (hereinafter, CLEMSON) holds in its Extension faculty and staff various levels of expertise concerning stormwater compliance requirements as promulgated by SC DHEC and USEPA, and

WHEREAS, CITY OF CHARLESTON (City/County) is seeking a partnership to implement stormwater education and public involvement programming; and

WHEREAS, Clemson University has developed an environmental outreach program (Carolina Clear), portions of which apply to the impact of stormwater on natural resources;

THEREFORE, be it resolved that since Carolina Clear seeks to educate citizens about the impacts of stormwater and means to improve stormwater management and since this program provides outreach opportunities to address a broad range of water quality issues including the impact of stormwater on natural resources, Clemson and CITY OF CHARLESTON (City/County) will collaborate to address stormwater education and involvement. Carolina Clear is a comprehensive approach developed by Clemson University Cooperative Extension Service to inform and educate communities about, among other issues, water quality, water quantity and the cumulative effects of stormwater. Carolina Clear addresses the special significance of South Carolina's water resources and the role these resources play in the state's economy, environmental health, and overall quality of life.

In order to assist CITY OF CHARLESTON (City/County) in satisfying the Public Education and Outreach Minimum Control Measure as required by the EPA Phase II Stormwater Program, the Clemson University Cooperative Extension Service (CUCES) proposes to utilize selected components of the Carolina Clear program in order to

- Coordinate and lead a regional body of partners including community representatives joined together by a shared interest in watershed restoration, protection and improved stormwater management.

- Determine the appropriate public awareness campaign with CITY OF CHARLESTON (City/County) and the community's guidance on target behaviors, audiences, pollutants and established venues and modes for outreach. Some program implementation approaches, BMPs (*i.e.*, the program actions/activities), and measurable goals are contained in the individual agreement and seek to
  - Form partnerships,
  - Use and develop education materials and strategies, and
  - Reach diverse audiences.
- Implement a strategic public education program with CITY OF CHARLESTON (City/County), or conduct equivalent outreach activities addressing the awareness of stormwater pollution and its effects on natural resources and the specific activities and safe alternatives to improve stormwater management.

In order to satisfy the Public Involvement/Participation Minimum Control Measure, CUCES proposes to

- Provide opportunities for audiences to become active in stormwater management.
- Provide program accountability measures including estimated number of people contacted, publications produced and distributed, and measures of outreach impacts and possible behavior change, and other specifics as appropriate considering DHEC and EPA guidance.
- Other programs and measures as specified in the Contractual Agreement.

Because each agreement is unique to the requirements of the circumstances, Clemson and CITY OF CHARLESTON (City/County) agree that the specific metrics of each contract shall be individually negotiated and delineated in the Contractual Agreement. Neither party has any responsibility for any performance obligations except as indicated in a subsequently negotiated Contractual Agreement.

This Memorandum of Understanding will commence upon the date of the signature of the last party to this contract and will run thereafter for a period of five (5) years from the date of the last signature. The parties may agree in writing to extend this agreement for an additional 5-year period, provided such agreement is executed no later than 30 days prior to the expiration of this contract. No amendments, changes or modifications will be effective until and unless reduced to writing and signed by the parties. Either party may cancel this agreement upon the giving of 30 days written notice.

  
 \_\_\_\_\_  
 John Kelly, Vice President

Clemson University PSA

3/14/13  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Sybil C. Beck (Name, Title)

CITY OF CHARLESTON

4/10/13  
 \_\_\_\_\_  
 Date