

**Membership Agreement for
Clean Water Education Partnership (CWEP) Services
Provided by the Central Pines Regional Council**

This Memorandum of Understanding (MOU) by and between the undersigned local government (Local Government) and the Central Pines Regional Council (CPRC) pertains to the services provided by CPRC 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 governed by a Steering Committee that is composed of representatives from each partner jurisdiction or agency where these organizations weigh in on outreach priorities at quarterly meetings and provide ongoing financial support for the program through member dues based on their population.

WHEREAS, CWEP is a program administered by CPRC where CPRC is responsible for organizing quarterly Steering Committee meetings annually; tracking and managing of staff and subcontractor(s), expenses, and budgets; maintaining any project fund balance in a restricted account to be used solely at the request of the CWEP Steering Committee for CWEP purposes; providing periodic financial updates to the partnership; and providing direct education and mass media to its wide variety of partner communities.

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

1. CWEP 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.
- h. Provide statistically valid stormwater surveys to include public perceptions and behaviors, to all partner jurisdictions at least every **five years**.

2. CWEP will assist the Local Government with the following mass media programming:

- 1) Coordinate an annual outreach campaign in the form of Public Service Announcements (PSAs) administered by local service providers, which may include 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. These videos will link to the program website.
 - ii. Static and animated banner ads about stormwater quality that link to the program website are optional annually depending upon the CWEP approved mass media campaign.
 - iii. Approximately 8 to 12 weeks (as market costs allow) of television, radio, social media, digital pre-roll 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.
 - iv. Annual advertising in Spanish-language via print and/or digital.
- 2) 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
- 3) Provide unlimited local use and access of digital media materials for Partner jurisdictions' use in public buildings, parks, DMV locations, outdoor movies, etc.
- 4) 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, Jordan Lake Rules and/or Neuse and Tar-Pamlico nutrient strategy stormwater education requirements. The Local Government's signature on this MOU 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 CPRC for the services provided herein based on a fee schedule adopted by CPRC, voted on by the CWEP Steering Committee, and incorporated herein by reference. The fee schedule and individual Local Governments' cost shares may change annually if population estimates generated by the NC State Demographer's Office show population changes and/or the CWEP Steering Committee authorizes a change in cost shares.

The period of performance and the term of this MOU will begin on **July 1, 2025**, and will conclude on **June 30, 2026**. 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 CPRC 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 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 CPRC have caused this MOU to be executed by their chief executive officers, all as of the day and year first above written.

Durham County

City/Town/County Name

Claudia Hager, County Manager

Signatory Print Name

Claudia Hager, County Manager

Date

CENTRAL PINES REGIONAL COUNCIL

Lee Worsley, Executive Director

Date

Exhibit A. CWEP FY26 Fee Schedule

CPRC Clean Water Education Partnership Program FY26 Fee Schedule

Example Only; will be updated annually as certified population estimates are updated and/or CWEP Steering Committee approves a change.

Partner	Base Cost \$2,000	Population for FY26* (July 2023 certified pop, NC State Demographics)	Cost Share (@ 0.044 per capita)	FY26 Cost Share (\$0.044 per cap + Base Cost)
Town of Apex ^{2,5}	\$2,000	71,992	\$3,168	\$5,168
Town of Benson ²	\$2,000	4,270	\$188	\$2,188
Beaufort County ⁴	\$2,000	30,947	\$1,362	\$3,362
Town of Butner ²	\$2,000	8,092	\$356	\$2,356
Town of Carrboro ^{2,5}	\$2,000	21,319	\$938	\$2,938
Town of Cary ^{1,2,5}	\$2,000	181,488	\$7,985	\$9,985
Town of Chapel Hill ^{2,5*}	\$2,000	54,788	\$2,411	\$4,411
Chatham County ^{5,6}	\$2,000	63,407	\$2,790	\$4,790
Town of Clayton ²	\$2,000	30,151	\$1,327	\$3,327
Craven County ¹	\$2,000	43,298	\$1,905	\$3,905
City of Creedmoor ²	\$2,000	5,105	\$225	\$2,225
City of Durham ^{1,3,5}	\$2,000	297,556	\$13,092	\$15,092
Durham County ^{1,5}	\$2,000	34,931	\$1,537	\$3,537
City of Fayetteville ^{2,3*}	\$2,000	193,975	\$8,535	\$10,535
Town of Fuquay-Varina ²	\$2,000	41,010	\$1,804	\$3,804
Town of Garner ^{1,2}	\$2,000	38,211	\$1,681	\$3,681
City of Goldsboro ^{1,2}	\$2,000	34,239	\$1,507	\$3,507
City of Havelock ¹	\$2,000	17,479	\$769	\$2,769
Town of Hillsborough ²	\$2,000	9,996	\$440	\$2,440
Town of Holly Springs ²	\$2,000	46,052	\$2,026	\$4,026
Town of Hope Mills ²	\$2,000	18,035	\$794	\$2,794
Johnston County ¹	\$2,000	171,483	\$7,545	\$9,545
City of Kinston ¹	\$2,000	19,242	\$847	\$2,847
Town of Knightdale ²	\$2,000	20,957	\$922	\$2,922
Town of Leland ²	\$2,000	30,264	\$1,332	\$3,332
Town of Morrisville ^{2,5}	\$2,000	32,431	\$1,427	\$3,427
Nash County ^{4,6}	\$2,000	42,371	\$1,864	\$3,864
Town of Nashville ^{2,4}	\$2,000	5,871	\$258	\$2,258
City of New Bern ^{1,2}	\$2,000	33,917	\$1,492	\$3,492
Orange County ^{1,5,6}	\$2,000	55,134	\$2,426	\$4,426
City of Oxford ⁴	\$2,000	8,986	\$395	\$2,395
Town of Pembroke	\$2,000	3,072	\$135	\$2,135
Town of Pittsboro ⁵	\$2,000	5,364	\$236	\$2,236
City of Raleigh ^{1,3*}	\$2,000	479,921	\$21,117	\$23,117
City of Rocky Mount ^{2,4}	\$2,000	55,427	\$2,439	\$4,439
Town of Rolesville	\$2,000	11,268	\$496	\$2,496
City of Roxboro ²	\$2,000	8,127	\$358	\$2,358
Town of Siler City	\$2,000	7,909	\$348	\$2,348
Town of Smithfield ¹	\$2,000	12,135	\$534	\$2,534
Town of Spring Lake ²	\$2,000	11,619	\$511	\$2,511
Town of Tarboro ⁴	\$2,000	10,664	\$469	\$2,469
Town of Wake Forest ²	\$2,000	54,242	\$2,387	\$4,387
Wayne County ^{1,6}	\$2,000	75,578	\$3,325	\$5,325
Town of Wendell ²	\$2,000	13,550	\$596	\$2,596
Town of Zebulon ²	\$2,000	8,326	\$366	\$2,366

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