

**Memorandum of Understanding for
Stormwater SMART Mass Media Services
by the Piedmont Triad Regional Council (PTRC)**

This Memorandum of Understanding for the undersigned local government (Local Government), prepared by the Piedmont Triad Regional Council PTRC), pertains to the services provided by the Stormwater SMART (SMART) program.

WITNESSETH:

WHEREAS, the SMART and the Local Government stormwater programs have the same basic mission of providing stormwater outreach and education; and

WHEREAS, SMART has excelled in mass media services to member communities large and small in multiple watersheds;

NOW, THEREFORE, the following mass media services will be provided:

1. SMART will assist the Local Government with the following tasks related to mass media marketing and outreach. For those communities who comply with regulatory requirements under the NPDES MS4 stormwater permits, the correlating Minimum Control Measures (MCMs) follow the objective or strategy in parentheses.
 - 1) Coordinate an annual outreach campaign in the form of Public Service Announcements (PSAs) administered by mps/Spider Digital or another local provider, which includes the following: (MCMs 3.2.1, 3.2.2, 3.2.4)
 - a. Six animated videos about target pollutants, their likely sources, their negative impact on water quality, and best practices for target audiences likely to have significant stormwater impacts
 - b. Static and animated banner ads stating the program's message of "Clean Water Begins with You and Me" with a link to the program website
 - c. Approximately 9 weeks (as market costs allow) of digital pre-roll videos and Google/Spider display in-banner advertising
 - d. Approximately 6 weeks (as market costs allow) of television, cable, and radio PSAs utilizing a variety of stations including network news and local Spanish-language radio stations. Additional stations and programs will be proposed by the local media placement company and approved collectively by members.
 - 2) Provide outreach materials for target audiences that describe target pollutants and their likely sources and impacts on water quality (MCMs 3.2.1, 3.2.2, 3.2.4)
 - 3) Maintain an internet website promoting the program's message (MCM 3.2.3)
 - 4) Post weekly on social media channel(s) to promote the program's message (MCMs 3.2.2 and 3.2.4)

The Local Government's signature on this MOU signifies an understanding that any one of the service assignments listed above may only partially fulfill its related Minimum Control Measure (MCM) during an audit from NC DEQ. The Local Government permittee and SMART share responsibility in determining how specific service objectives can be cooperatively achieved to meet MCMs, with the understanding that SMART supplements local efforts to

comply with regulatory requirements. The Local Government is highly encouraged to send one or more representatives to SMART's quarterly steering committee meetings to collaborate on strategies that will help the Local Government MS4 permittee to meet the MCMs for Public Outreach and Education.

Insurance. SMART AND PTRC will provide and maintain, at their own expense, during the term of this Agreement, the following policy of insurance: Advertising Agency Liability Insurance and/or Media Liability Insurance. Such policy of insurance includes coverage for claims of libel, slander, defamation, infringement of copyright and trademark, invasion of privacy, misappropriation of likeness, etc., arising out of SMART's and PTRC's advertising program. Coverage must also be provided for errors and omissions in the content of material produced for publication and/or broadcast. Such coverage may not exclude punitive damages, nor claims arising out of the unauthorized use of material, as most actions for infringement or misappropriation include allegations of unauthorized use of material. Coverage will be provided per occurrence, which must include the creation of content, distribution, and advertising.

The period of performance under, and the term of, this Agreement will begin upon date of signature, as long as the Local Government remains in good financial standing with PTRC and SMART membership dues, and terminate at the end of the same fiscal year (June 30). The Local Government reserves the unilateral right to terminate this Agreement for cause or convenience (in the case of cause, immediately, and in the case of convenience, upon three (3) calendar days' written notice), whereupon SMART and PTRC will only be entitled to compensation for services properly rendered up to the date of termination. SMART will send estimated dues in February of each year based on the most recent population estimate from the NC Office of State Budget and Management, followed by the invoice in June. SMART will provide a draft of the program's annual report by August 31 after fiscal year end, with local and regional outreach and education numbers for both mass media and direct education, and interim metrics provided in quarterly meetings.

IN WITNESS THEREOF, both the Local Government (for audit purposes, Mayor or Town Manager) and PTRC have caused this Agreement to be executed by their designated officers.

Local Government _____ MS4 Permit No. _____

By: _____ Date: _____

Title: _____

PIEDMONT TRIAD REGIONAL COUNCIL

By:  _____ Date: July 1, 2020 _____

Executive Director, PTRC