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Appendix H  
Contract with Clemson  
University/Carolina Clear

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**Contractual Agreement**  
**between**  
**CLEMSON UNIVERSITY**  
**and**  
**ANDERSON COUNTY**  
**(City/County)**

PUBLIC awareness and education about natural resources is crucial in the process of protecting and restoring water quality. Clemson University (Clemson) and Anderson County (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. Anderson County (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. Anderson County (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. Anderson County (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 Anderson County (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 TBD).
- 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.

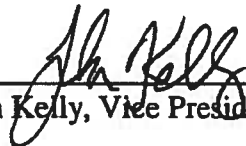
### *REPORT*

- 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 \$38,000, 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). Any increases in the annual fee or fees for additional services must be agreed to by both parties in advance and in writing.
  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. Anderson County (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.

11. This Agreement is at all times subject to the appropriation of funds by the Anderson County Council. In the event of non-appropriation or for any other reason, including convenience, this Agreement may be terminated by either party upon 30 days written notice without any further obligation or liability other than as set forth in Paragraph 10 above.

This contract is subject to the terms and conditions of the Memorandum of Understanding between Clemson and Anderson County (City/County), dated 11/21/13, which are fully incorporated herein by reference.

  
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John Kelly, Vice President

Vice President for PSA

4/21/13  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Rusty Burns, Interim Administrator

Anderson County

10/22/13  
\_\_\_\_\_  
Date