

NORTHERN VIRGINIA
CLEAN WATER PARTNERS PROGRAM

MEMORANDUM OF AGREEMENT

In order to establish an effectively coordinated stormwater education and outreach program, the parties whose authorized agents are signatories to the Memorandum of Agreement do hereby enter into the following Memorandum of Agreement.

SECTION I PURPOSE OF MEMORANDUM

The purpose of this Memorandum is to establish and maintain a coordinated stormwater education program in the Northern Virginia region, hereinafter referred to as the "Program". The signatories, hereinafter referred to as the "Northern Virginia Clean Water Partners," or "Partners," comprise a group of local governments, public school systems, institutions of higher education, drinking water and sanitation authorities, and businesses that choose to work together to inform individuals about the pollution potential of common activities, so that individuals can take direct action to reduce stormwater pollution. To meet this goal, the Partners work together to:

- Identify high priority water quality issues for the region;
- Identify the target audience(s) for outreach;
- Educate the region's residents on simple ways to reduce pollution around their homes;
- Monitor changes in behavior through surveys and other data collection techniques; and
- Pilot new cost-effective opportunities for public outreach and education.

By working together the Partners are able to leverage their funds and services to develop and place English and Spanish bilingual educational products with common messages and themes, thereby extending the campaign's reach.

SECTION II GENERAL DEFINITIONS

The term "Northern Virginia" refers, at a minimum, to the area comprising the Northern Virginia planning district, as specified in Section III.

The terms "Clean Water Partners," "Partners," "Participants," and "Partnership" refer to all entities which enter into this Agreement and abide by its terms.

“Contributing Partners” refers to those partners who contribute direct funds to the Program.

SECTION III AREA OF COVERAGE

Contribution and Participation in this Agreement and Program is available to any local government, public authority or institution of higher education within the confines of the Northern Virginia planning district, or adjacent planning districts.

SECTION IV OPERATIONAL ARRANGEMENTS

A. Staff Services

The Northern Virginia Regional Commission (NVRC) shall provide staff support for the Program, to the extent that funds are available. This may include procuring multi-media advertising services, procuring behavior change surveys, coordinating and hosting meetings, and maintaining website hosting and domain services. All contracts and administrative agreements approved by the Partnership shall be submitted to the NVRC Board for review and execution. The Executive Director of NVRC shall be the chief administrative agent of the Partnership and in this capacity shall be responsible to the Partnership for managing its staff support.

Upon the conclusion of each fiscal year NVRC shall prepare an annual report summarizing the status, progress and effectiveness, to the extent possible, of all significant outreach efforts during the previous fiscal year. This report shall include a preliminary work program for the upcoming fiscal year, and it shall be presented to the Partnership for approval. The report will be prepared so that it can be used to support individual permit requirements.

B. Meeting Space

NVRC shall provide adequate space and facilities for the meeting of the Program participants.

C. Budget

An annual budget for the Program shall be developed and funded through a special assessment of the Contributing Partners for inclusion in the annual NVRC budget. The annual operating budget shall be submitted by the NVRC staff to each Participant for its approval. Prior to the assessment of a participating local government, the allocation of program costs must be approved by its governing body.

The funding formula for the Program is as follows: \$ 0.05 per capita based on the most recent decennial census unless more current population estimates are available from the Weldon Cooper Center for Public Service of the University of Virginia.

SECTION V TERMS

This Memorandum shall exist subject to amendment or dissolution in accordance with the following provisions:

A. Amendments

This Agreement may be amended at any time by the concurrence of all Participants. Proposed amendments shall be presented in writing to the NVRC staff and must be approved unanimously by all Participants.

The acceptance of additional Parties to this Agreement shall not require an amendment to this Agreement, but shall require the consent of a simple majority of the Partner participants. Each new Participant shall be bound to the terms of this Agreement as evidenced by the signature of its authorized agent.

B. Severability

Each paragraph and provision of this Agreement is severable from the entire Agreement and if any provision is declared invalid or unenforceable the remaining provisions shall nevertheless remain in effect.

C. Dissolution

This Agreement may be dissolved at any time by majority agreement of all participant Partners.

If a single Partner unit wishes to withdraw from the Agreement, notice of intent to withdraw must be provided at least six months prior to the end of the fiscal year, in order to provide the remaining parties with an opportunity to make any necessary budget adjustments.

This Agreement shall take effect after appropriate action by ordinance, resolution or otherwise pursuant to the law of the governing body of each participating political subdivision.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the County of Stafford and NVRC have caused this document to be executed as of the date of the last signature shown:

Stafford County, VIRGINIA

By: Thomas C. Foley
Thomas C. Foley,
County Administrator

Date: _____

Approved as to Form:

By: Rysheda McClendon
Rysheda McClendon,
County Attorney

Date: _____

NORTHERN VIRGINIA REGIONAL COMMISSION

By: [Signature]

Title: Exec Dir

Date: 5/17/18