

Tracking  
Number  
9397

# Water Resources Department Contract Control Routing Sheet

Res No  
171-03

|                                  |   |   |             |                  |
|----------------------------------|---|---|-------------|------------------|
| Date Needed                      | Department<br>Water Resources                     | Account Number  | CBR#        | Amount<br>\$0.00 |
| Date Submitted<br>8/22/2003      | Contact Person<br>Kristine Williams               |   |             | \$0.00           |
| Rush<br><input type="checkbox"/> | Phone Number<br>373-2556                          |   |             | \$0.00           |
| Vendor Number<br>1504            | Vendor<br>Piedmont Triad Regional Water Authority | Address<br>2216 W. Meadowview Rd, Suite 204, Greensboro, NC 27407 | Grand Total | \$0.00           |

|            |   |  |
|------------|---|--|
| Contract # | C/O   | Service or Item Description<br>Interlocal Stormwater Education Agreement |
| Comments   | Please return signed documents to Carolyn Adcock, Water Resources Administration.<br>Will set up entire agreement as grant. |  |

Expense Contract ☐ Revenue Contract ☐ Other Type Contract ☒ Partnership Agreement

|   |   |
|---|---|
| Director of Finance <input checked="" type="checkbox"/> | City Accountant <input checked="" type="checkbox"/><br>Rec'd 8/25<br>Subscribed 9/17/03 |
| Purchasing Contract Authorization                       | Purchasing Contract   |
| Change Order  | Construction Contract   |
|   | Architect Contract  |
|   | Lease/Purchase Agreement  |
| Lease/Purchase Agreement                                | Professional Service Contract   |

City Attorney ☒ Reviewed By: Charles G. Adcock Date 9-19-03

City Manager ☒ Reviewed By: [Signature] Date 9-23-03

Mayor ☐ Reviewed By: [Signature] Date           

City Clerk ☒ Attested: [Signature] Date 9/23/03  
*(Please send sig. pages)*

Revenue Contract Copy to Finance ☐ Date Sent            Date Received:

171-03

RESOLUTION APPROVING THE PIEDMONT TRIAD STORMWATER QUALITY  
PARTNERSHIP INTERGOVERNMENTAL AGREEMENT FOR THE  
EDUCATIONAL REQUIREMENTS OF THE RANDLEMAN DAM PROJECT

WHEREAS, the City of Greensboro Water Resources Department has been working on an agreement with Guilford County, Forsyth County, Randolph County, City of High Point, City of Randleman, City of Archdale, City of Winston-Salem, Town of Jamestown, Town of Kernersville and the Piedmont Triad Regional Water Authority to participate in funding the educational requirement of the Randleman Lake Project and NPDES Stormwater Permits;

WHEREAS, the above-mentioned communities would like to create a formal partnership called the "Piedmont Triad Water Quality Partnership" with Greensboro acting as the service provider due to our previous experience in water education;

WHEREAS, as part of this partnership the communities would like to enter into an Interlocal Stormwater Education Agreement whereby Greensboro will provide brochures, watershed signs and television advertising for an agreed upon price to all participating communities, said Agreement is presented herewith this day;

WHEREAS, under this Agreement new educational projects will be agreed upon each year for the next five years, and Greensboro's portion of this effort for the 2003-04 budget year would be \$9,490.00;

WHEREAS, due to the requirements to begin water quality education initiatives and pooling resources with other communities to meet the mandates, it is in the best interest of the City to enter into the said Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE  
CITY OF GREENSBORO:

That the Piedmont Triad Stormwater Quality Partnership Intergovernmental Agreement for the education requirements of the Randleman Dam Project is hereby approved and that the Mayor and Clerk of the City are hereby empowered to sign and execute the Agreement.

The foregoing resolution was adopted  
by the City Council of the City of  
Greensboro, NC on

Aug 4, 2003  
Juanita F. Cooper  
City Clerk

# **Piedmont Triad Water Quality Partnership**

## **INTERLOCAL STORMWATER EDUCATION AGREEMENT**

This Agreement made and entered into this 1st day of September, 2003, by and among the **PIEDMONT TRIAD REGIONAL WATER AUTHORITY**, hereinafter referred to as "**PTRWA**," **GUILFORD COUNTY**, a North Carolina body politic (hereinafter referred to as "**GUILFORD**"), **FORSYTH COUNTY**, a North Carolina body politic (hereinafter referred to as "**FORSYTH**"), **RANDOLPH COUNTY**, a North Carolina body politic (hereinafter referred to as "**RANDOLPH**"), the **CITY OF HIGH POINT**, a North Carolina municipal corporation (hereinafter referred to as "**HIGH POINT**"); the **CITY OF WINSTON-SALEM**, a North Carolina municipal corporation (hereinafter referred to as "**WINSTON-SALEM**"); the **TOWN OF JAMESTOWN**, a North Carolina municipal corporation (hereinafter referred to as "**JAMESTOWN**"), the **CITY OF RANDLEMAN**, a North Carolina municipal corporation (hereinafter referred to as "**RANDLEMAN**"), the **CITY OF ARCHDALE**, a North Carolina municipal corporation (hereinafter referred to as "**ARCHDALE**"), the **TOWN OF KERNERSVILLE**, a North Carolina municipal corporation (hereinafter referred to as "**KERNERSVILLE**") and the **CITY OF GREENSBORO**, a North Carolina municipal corporation (hereinafter referred to as "**GREENSBORO**");

### **WITNESSETH:**

**WHEREAS**, the above referenced counties, cities, and towns operate stormwater-related programs and would benefit by pooling resources in their efforts to train citizens and businesses with regard to stormwater rules including water quality protection and management and surface water pollution prevention, NPDES stormwater regulations, and best management practices in the development of a Randleman Lake Stormwater Management Plan, as applicable; and,

**WHEREAS**, the above referenced counties, cities, and towns have agreed to cooperate to produce television ads, brochures and stream signs and/or other stormwater quality educational components as set forth herein in Exhibit A; and,

**WHEREAS**, it is in the best interest of the citizens and residents of the above referenced counties, cities, and towns to provide for efficient, proper and environmentally sensitive methods of controlling stormwater; and,

**WHEREAS**, the State of North Carolina has encouraged local governments to utilize all means reasonably available to promote efficient and proper methods of controlling stormwater including the development of regional programs and partnerships; and,

**WHEREAS**, the counties are authorized by North Carolina General Statute § 153A, Article 15, Part 1, and the municipal corporations are authorized by N.C.G.S. § 160A, Article 16, Part 1, to establish and operate stormwater programs; and

**WHEREAS**, the counties and the municipal corporations are authorized by N.C.G.S. § 160A, Article 20, to enter into contracts or agreements with each other to execute any

undertaking involving the joint exercise, or the exercise by one for the other, of any power, function, public enterprise, right, privilege or immunity of local government; and,

**WHEREAS**, the Board of Directors of the **PTRWA**, the Board of Commissioners of the counties of **FORSYTH**, **GUILFORD** and **RANDOLPH**, and the Councils of **HIGH POINT**, **WINSTON-SALEM**, **JAMESTOWN**, **RANDLEMAN**, **ARCHDALE**, **KERNERSVILLE**, and **GREENSBORO** each deem it to be in the best interests of the present and future citizens of the counties, cities, and towns that this Agreement be entered into in order to meet their complementary needs for the education of Piedmont Triad-area businesses and citizens with regard to stormwater and water quality management.

**NOW, THEREFORE**, in consideration of the terms, conditions, and covenants expressed herein, the PTRWA, counties, cities, and towns agree as follows:

## **ARTICLE I**

### **Purpose of Agreement**

The purpose of this Agreement is to evidence the counties, cities, and towns' agreement to provide brochures, watershed signs, television ads, and/or other educational components and funds all as set forth in Exhibit A for the education of Piedmont Triad-area citizens and the business community with regard to the rules, regulations and requirements of proper stormwater control the corporate limits of the counties, cities, and towns under their respective jurisdiction and control, to the extent, and subject to the conditions, hereinafter set forth. The parties agree to refer to this agreement and name the collaborative program as the *Piedmont Triad Water Quality Partnership*.

## **ARTICLE II**

### **Objectives**

The parties seek to implement stormwater management, surface water quality, and watershed protection public education programs to educate the Piedmont Triad community about the impacts of stormwater discharge on receiving waterbodies and the specific need to reduce stormwater pollution in the Randleman Lake Watershed, as applicable. The parties believe these goals can best be achieved by coordinating their efforts on a regional basis to provide citizens and businesses with a more comprehensive environmental education program that is linked with municipal and county stormwater quality management issues.

The general objectives of the regional public education/awareness and communication program are as follows:

- 1- To comply with and cover topics for public education and awareness brought forth in the parties' respective NPDES Stormwater Discharge Permits;
- 2- To effectively communicate the stormwater / environmental / water quality messages to targeted segments of the Piedmont Triad citizenry;
- 3- To create appropriate partnerships with local governments and businesses to achieve regional public education and awareness goals;

- 4- To empower and enroll the participation of citizens and businesses in the process of protecting surface waters and the regional water supply through helping ensure the quality of receiving streams by minimizing the pollutants associated with stormwater runoff.

### **ARTICLE III**

#### **Duration**

This Agreement shall be effective when executed by each party. This Agreement shall continue in full force and effect for the term of five (5) years from the date of this Agreement and shall automatically renew thereafter for two successive five (5) year terms, unless notice of non-renewal is given by any party sixty (60) days in advance of the applicable renewal date.

### **ARTICLE IV**

#### **Responsibilities of Parties**

The parties initially shall be responsible for the educational program components such as brochures, watershed signs, television ads, or other components, and funds that may be amended from year to year and attached to this Agreement and identified as "Exhibit A."

The parties shall strive to coordinate their efforts in the production of brochures, signs, television ads, and/or other educational program components in promoting good regional stormwater management and watershed protection practices.

### **ARTICLE V**

#### **Personnel**

Each party shall appoint or contract with the necessary personnel for performing its obligations under this Agreement. The personnel, and/or independent contractors, if any, shall be responsible for the organization, planning and implementation of the educational programs and products contemplated hereunder.

### **ARTICLE VI**

#### **Financing**

The budget for the Piedmont Triad Water Quality Partnership program shall be formed and agreed upon by the parties or a committee made up of representatives appointed by the parties. The committee shall approve application of all funds contributed hereunder.

All costs of opening, operating and closing of the educational programs and products contemplated hereunder shall be paid from the funds contributed by the parties. The parties shall pay all required funds no later than July 30th of each year. Any funds remaining at the end of a budget year shall be carried over into the next year's program budget. As provided by law, this agreement is subject to annual appropriation.

Initial funding participation is required to join the Piedmont Triad Water Quality Partnership agreement. Parties are not obligated to provide additional funding in subsequent

years if they choose not to receive new or additional programs and/or products in the subsequent years. However, respective parties who do not participate in funding for three or more consecutive years may be removed from the partnership at the discretion of a simple majority of the "Piedmont Triad Water Quality Partnership Committee."

## **ARTICLE VII**

### **Piedmont Triad Water Quality Partnership Committee**

The "Piedmont Triad Water Quality Partnership Committee" is hereby established for the purpose of effectuating the provisions of this Agreement.

**A. Duties of the Committee.** The Committee shall perform the following duties:

1. Meet no less than quarterly at the offices of PTRWA or other location as established by the Committee;
2. Resolve any conflicts in the types of educational materials to be produced as proposed;
3. Review and approve the television ads and any other materials, if applicable;
4. Resolve any dispute as to the appropriateness of any educational program with regard to stormwater management and watershed protection;
5. Organize, plan and implement the regional educational programs, brochures, and develop a comprehensive program of stormwater education, an example of which is attached as "Exhibit A" to this agreement;
6. Make such recommendations to the parties, from time to time, regarding the financing, operation, and availability of the services to any users not parties to this Agreement, as will in the Committee's opinion promote the best utilization of the services;
7. Develop and present an annual program scope and corresponding budget to the parties for their approval and funding;
8. Decide upon the educational program components to be used for each fiscal year, and summarize in a revised "Exhibit A" for the given fiscal year, as applicable; and
9. Provide guidance to any party members who may wish to contribute additional discretionary funds throughout the year on the additional fund use and products, if applicable.

**B. Composition of the Committee.** The PTRWA, counties, cities, and towns through their manager, executive director or governing board shall each appoint one representative who, along with a representative of any local government joining in the execution of this or a similar agreement, shall constitute the "Piedmont Triad Water Quality Partnership Committee." Such Committee shall, during the term of this Agreement, review and oversee the operation of the services to assure that the provisions of this Agreement are fully complied with. Each representative to the Committee shall have a voice and a vote on the Committee.

The "Piedmont Triad Water Quality Partnership Committee" shall be composed of the following individuals:

**Entity Board**

PTRWA

Forsyth County

**Appointee**

Executive Director/Board Member/or Designee

County Manager/Board Member/or Designee



Guilford County  
Randolph County  
City of High Point  
Town of Jamestown  
City of Randleman  
City of Archdale  
Town of Kernersville  
City of Greensboro  
City of Winston-Salem

County Manager/Board Member/or Designee  
County Manager/Board Member/or Designee  
City Manager/Board Member/or Designee  
Town Manager/Council Member/or Designee  
City Manager/Council Member/or Designee  
City Manager/Board Member/or Designee  
Town Manager/Council Member/or Designee  
City Manager/Council Member/or Designee  
City Manager/Board Member/or Designee

The initial members of the Committee shall serve until their successors are appointed, and at the pleasure of their appointing entity, so long as they hold their respective offices within the appointing entity. Any Committee member who no longer serves in his appointed or elected position shall automatically cease to serve on the Committee and shall be replaced upon the appointment of his or her successor.

The Committee shall elect a chair, vice-chair, and secretary, and shall adopt by-laws and rules governing its procedures.

**C. Interrelationship of Committee and Parties to this Agreement.** Through their duly authorized and empowered officials and representatives, the entities represented on the Committee shall consult and cooperate with each other in all respects regarding the educational services, programs, and products to be provided so that all parties shall at all times be fully informed with regard thereto, shall have full access to financial records of the Committee, and shall be provided copies of financial reports as to the disposal operations hereunder and the parties annual audit of same as required by law.

**D. Fund Integrity.** The Committee established hereunder shall account for revenues and expenditures hereunder and shall include any and all funds set aside or maintained by the parties hereto for the current and future operation of the Piedmont Triad Water Quality Partnership. The Piedmont Triad Water Quality Partnership Fund shall be maintained as a discrete and separate fund, segregated from any other funds or accounts maintained by the parties. The Fund shall be established and administered within the City of Greensboro.

## ARTICLE VIII Representations and Warranties of the Parties

The counties, cities, and towns each represent, warrant, and agree as follows:

**A. Approval and Authorization:** Each said entity has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder pursuant to various enabling sections of the North Carolina General Statutes. The governing board for each said entity has duly authorized the execution and delivery of this Agreement and the performance of all of its duties and obligations contained herein. This Agreement constitutes a valid and legally binding obligation of each said entity enforceable in accordance with its terms, subject to any state or federal regulatory approval which may be required pursuant to applicable statute.

**B. No Litigation:** There is no action, suit, or proceeding pending or, to the best of each entity's knowledge and belief, threatened against or affecting said entity, at law or in equity or before or by any Federal, State, municipal or other governmental department, commission, board, bureau, agency or instrumentality wherein any decision, ruling or finding would adversely affect the transactions contemplated herein.

## **ARTICLE IX**

### **No Agency or Joint Enterprise**

The parties to this Agreement recognize and agree that no agency, joint enterprise or joint ownership of real or personal property is created by this Agreement and that no party shall be responsible in any manner for the legal liability or financial responsibility of the other, or of any other municipalities or other party entering into a similar agreement with the parties.

## **ARTICLE X**

### **Amendment**

This Agreement may not be modified or amended except by a subsequent written agreement authorized by the governing bodies of each party and signed by authorized representatives of each party.

## **ARTICLE XI**

### **Termination**

This Agreement may be terminated upon mutual consent of the parties, by any party upon 90 days written notice to the other parties, or by court order upon the finding that there has been such a substantial breach of this Agreement by the non-complaining party so as to entitle the complaining party to be relieved of its obligations under this Agreement.

## **ARTICLE XII**

### **Entire Agreement**

This instrument contains the entire agreement between the parties, and no statement, oral or written, made by either party or agent of either party that is not contained in this written Agreement shall be valid or binding.

## **ARTICLE XIII**

### **Default**

A default of this Agreement shall mean a material failure to comply with any of the material provisions of this Agreement.

## **ARTICLE XIV**

### **Remedies For Default**

This Agreement shall be enforceable by each party hereto by all remedies available at law or in equity, including but not limited to specific performance. Failure or delay to exercise any



right, remedy or privilege hereunder shall not operate as a waiver of such right, remedy or privilege nor prevent subsequent enforcement thereof.

## **ARTICLE XV**

### **Notices**

All notices and other communications under this Agreement shall be in writing and shall be deemed to have been given on the date of actual delivery of mail, registered or certified, return receipt requested, postage prepaid, to the party at the addresses provided by each:

To the PTRWA: Executive Director or his designee

To the COUNTY: County Manager or his designee

To the TOWN: Town Manager or his designee

To the CITY: City Manager or his designee

Any party may change the address to which all notices shall be sent by addressing a notice of such change in the manner provided in this article to all other parties.

## **ARTICLE XVI**

### **Duplicate Originals**

This Agreement shall be executed by the parties hereto in duplicate originals, each of which, when executed, shall constitute one and the same Agreement.

## **ARTICLE XVII**

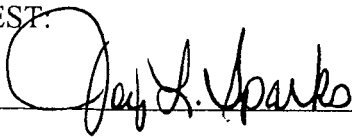
### **Governing Law**

This Agreement shall be governed in accordance with the law of the great State of North Carolina.

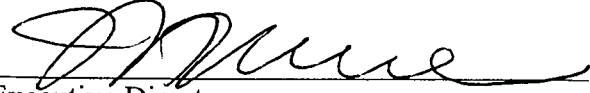
| Exhibit A - Stormwater Education Costs, FY 03-04 |           |             |                 |            |             |             |            |  |              |
|--|-----------|-------------|-----------------|------------|-------------|-------------|------------|--|--------------|
| Member:  | Brochures |             | Watershed Signs |            | TV Ads      |             | TOTAL DUE: |  |              |
|  | Qty.      | Balance     | Qty.            | Balance    | Balance     | Balance     |            |  |              |
| Forsyth  | 39290     | \$ 1,015.56 | 0               | \$ -       | \$ 5,000.00 | \$ 5,000.00 |            |  | \$ 6,015.56  |
| Guilford   | 60000     | \$ 1,550.88 | 20              | \$ 734.48  | \$ 5,000.00 | \$ 5,000.00 |            |  | \$ 7,285.36  |
| Randolph   | 2500      | \$ 64.62    | 20              | \$ 734.48  | \$ 5,000.00 | \$ 5,000.00 |            |  | \$ 5,799.10  |
| High Point                                       | 45000     | \$ 1,163.16 | 22              | \$ 807.93  | \$ 3,000.00 | \$ 3,000.00 |            |  | \$ 4,971.09  |
| Jamestown  | 3000      | \$ 77.54    | 6               | \$ 220.34  | \$ 1,500.00 | \$ 1,500.00 |            |  | \$ 1,797.88  |
| Randleman  | 3500      | \$ 90.46    | 4               | \$ 146.90  | \$ 1,500.00 | \$ 1,500.00 |            |  | \$ 1,737.36  |
| Archdale   | 4000      | \$ 103.39   | 2               | \$ 73.45   | \$ 1,500.00 | \$ 1,500.00 |            |  | \$ 1,676.84  |
| Kernersville                                     | 1000      | \$ 25.85    | 2               | \$ 73.45   | \$ 1,500.00 | \$ 1,500.00 |            |  | \$ 1,599.30  |
| Greensboro                                       | 20000     | \$ 521.03   | 40              | \$1,468.97 | \$ 7,500.00 | \$ 7,500.00 |            |  | \$ 9,490.00  |
| Winston-Salem                                    | 0         | \$ -        | 30              | \$1,800.00 | \$ 7,500.00 | \$ 7,500.00 |            |  | \$ 9,300.00  |
| PTRWA  | 500       | \$ 12.92    | 0               | \$ -       | \$ 480.00   | \$ 480.00   |            |  | \$ 492.92    |
| PTRWA Grant                                      |           | \$ 7,000.00 |                 | \$2,700.00 |             |             |            |  | \$ 9,700.00  |
|  |           |             |                 |            |             |             |            |  | \$ 59,865.41 |

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement, the same having been approved by the respective governing bodies of the parties on the day and year first written above.

ATTEST:

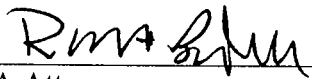
  
\_\_\_\_\_

PIEDMONT TRIAD REGIONAL WATER  
AUTHORITY


  
\_\_\_\_\_  
Executive Director

(SEAL)

Approved as to form and legality:

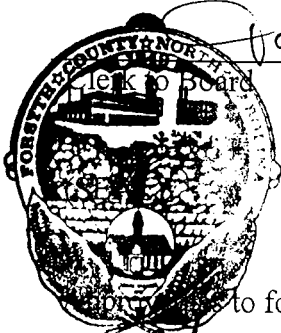
  
\_\_\_\_\_  
PTRWA Attorney

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

  
\_\_\_\_\_  
Finance Director

FORSYTH COUNTY

ATTEST:



*James C. [Signature]*

*[Signature]*  
County Manager

to form and legality:

*B. Julian Webb*

County Attorney

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Director

GUILFORD COUNTY

ATTEST:

Efthemia D. Vardimidis  
Clerk to Board

William A. Best  
County Manager

(SEAL)

APPROVED AS TO CONTENT:

Approved as to form and legality:

Ken Bowen  
Department Representative

County Attorney

BY KEVIN WHITEHEART

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

8/28/03  
Finance Director

APPROVED AS TO LEGAL SUFFICIENCY:

County Attorney

Piedmont Triad Water Quality Partnership  
Inter-local Stormwater Education Agreement  
Board of County Commissioners, approved June 2, 2003

RANDOLPH COUNTY

ATTEST:

Alice D. Dawson  
Clerk to Board

Willie F. Willis  
County Manager

(SEAL)

Approved as to form and legality:

Alice Scott  
County Attorney

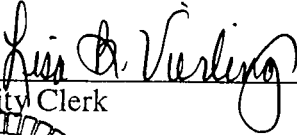
This instrument has been preaudited in the manner required by the Local Government  
Budget and Fiscal Control Act.

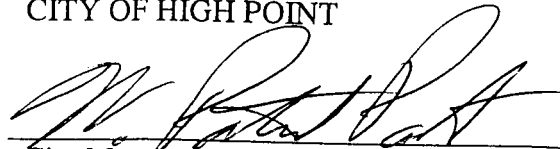
W. L. Hame  
Finance Director



CITY OF HIGH POINT

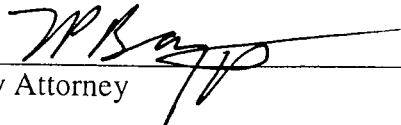
ATTEST:

  
\_\_\_\_\_  
City Clerk

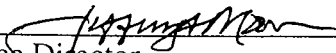
  
\_\_\_\_\_  
City Manager



Approved as to form and legality:

  
\_\_\_\_\_  
City Attorney

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

  
\_\_\_\_\_  
Finance Director

TOWN OF JAMESTOWN

ATTEST:

Carol B. Pett  
Town Clerk

Greg Gull  
Town Manager

(SEAL)

Approved as to form and legality:


David L. Myer  
Town Attorney

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Kathryn O. Billiz  
Finance Director

CITY OF RANDLEMAN

ATTEST:

  
\_\_\_\_\_  
City Clerk


  
\_\_\_\_\_  
City Manager

(SEAL)

Approved as to form and legality:

  
\_\_\_\_\_  
City Attorney

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

  
\_\_\_\_\_  
Finance Director



CITY OF GREENSBORO

ATTEST:

  
City Clerk 9-10-03


  
City Manager

(SEAL)

Approved as to form and legality:

  
City Attorney

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

  
Finance Director