

CITY OF BOULDER CITY COUNCIL AGENDA ITEM

MEETING DATE: August 3, 2023

AGENDA TITLE

Consideration of a motion to approve the updated "Intergovernmental Agreement for Implementation of the Keep it Clean Partnership Plan," (IGA) a regional stormwater quality protection program serving the partner communities of Boulder, Longmont, Lafayette, Louisville, Superior and Boulder County and authorize the city manager to execute the IGA.

PRESENTERS

Nuria Rivera-Vandermyde, City Manager Joe Taddeucci, Director of Utilities Joanna Bloom, Deputy Director of Utilities – Policy and Planning Meghan Wilson, Water Quality Senior Manager Scott Coulson, Stormwater Compliance Program Manager Leila Behnampour, Assistant City Attorney

EXECUTIVE SUMMARY

The Keep it Clean Partnership (KICP) is a regional stormwater protection organization formed through an intergovernmental agreement (IGA) between local governments in Boulder County. The KICP partner communities include Boulder County, the cities of Boulder, Lafayette, Longmont, Louisville, and the town of Superior—all communities that lie within the Boulder Creek – St. Vrain Watershed.

Staff is requesting City Council consider a motion to approve the updated "Intergovernmental Agreement for Implementation of the Keep it Clean Partnership Plan" (Attachment A). An updated KICP IGA will continue to foster collaboration across the watershed and assist the partner communities in meeting the requirements of their state of Colorado municipal separate storm sewer system (MS4) permits.

STAFF RECOMMENDATION

Suggested Motion Language:

Staff requests council consideration of this matter and action in the form of the following motion:

Motion to approve the updated "Intergovernmental Agreement for Implementation of the Keep it Clean Plan," (IGA) a regional stormwater quality protection program serving the partner communities of Boulder, Longmont, Lafayette, Louisville, Superior and Boulder County and authorize the city manager to execute the IGA.

COMMUNITY SUSTAINABILITY ASSESSMENTS AND IMPACTS

- Economic Each KICP partner community contributes to the program to fund staff, training opportunities, education and outreach programs, water quality reporting, and other initiatives that support the partners with meeting MS4 permit requirements and protecting our shared watershed. Since all the KICP communities have the same MS4 permit requirements, it is more cost efficient and effective to collaborate on these services and initiatives on a watershed scale.
- Environmental KICP reduces environmental impacts by delivering unified messaging across the watershed to educate the community on water quality issues and to encourage desired behaviors (for example, picking up pet waste, reducing fertilizer use and best practices for businesses).
- Social In 2022, KICP focused on translating all outreach materials and content into Spanish and increasing outreach to Spanish-speaking communities. A highlight of this effort included collaboration with Explorando Senderos of Boulder to present to 100+ Latinx Boulder County residents in Spanish about local waterways and water quality protection.

OTHER IMPACTS

- **Fiscal** Staff have been budgeting for the cost of KICP group participation and a budget adjustment is not needed.
- **Staff time** Staff time requirements are reasonable and included in the department work plan, and no additional resources are needed.

RESPONSES TO QUESTIONS FROM COUNCIL AGENDA COMMITTEE

None.

BOARD AND COMMISSION FEEDBACK

Staff presented to the Water Resources Advisory Board (WRAB) on July 17, 2023. WRAB was supportive of the updated KICP IGA and associated watershed-scale collaboration.

PUBLIC FEEDBACK

None.

BACKGROUND

The KICP was first established by an intergovernmental agreement between local governments in Boulder County in 2003 as the Watershed Approach to Stream Health Project. The City of Boulder has been an active member of KICP since its inception in 2003. This is the same year that the city was issued its first MS4 permit by the Colorado Department of Public Health and Environment, which requires the city to maintain a program that protects our stormwater utility system and waterbodies from stormwater pollution. Participation in KICP helps facilitate the city's compliance with its MS4 permit.

ANALYSIS

The updated IGA retains the major components of the partnership, including maintaining a primary focus on MS4 support, the governance and funding structure, and Boulder County serving as the fiscal agent. The updated IGA is a renewal that includes minor updates to contractual language and general operation of the partnership (see **Attachment A**). The updates reflect how the partnership currently operates and includes:

- A clarification that an annual work plan and budget will be created with the approval of the Steering Committee (which is composed of senior level staff at each of the partner communities);
- A cap on the number of full-time equivalent staff that administers KICP (currently employees of Boulder County) to reflect anticipated needs over the next five years; and
- Clarifying that Steering Committee members will be invited to participate in the selection process for any contractors and reviewing and approving contracts.

The updated IGA also excludes the Town of Erie, which voluntarily terminated its participation in KICP in late 2021. Given that Erie's financial contribution was relatively

small and the remaining partners saw value in continuing the KICP, the partners agreed at that time to absorb Erie's contribution.

The IGA is subject to annual budget appropriation, and partner dues are based on population data from the U.S. Census Bureau. The City of Boulder's estimated cost over a five-year period (2023-2027) for KICP group participation is approximately \$45,000 per year. As highlighted in the 2022 KICP Annual Report (Attachment B), this contribution delivers a suite of benefits, for example:

- Streamlining youth education opportunities with partners such as Thorne Nature Experience and Eco-Cycle to increase our collective impact in local schools; and
- Broadening the reach of training opportunities to serve public works professionals from the City of Boulder and beyond. In the wake of the Marshall Fire for example, KICP hosted a Post-Fire Sediment and Erosion Control Training to provide local professionals with instruction from nationally renowned experts in post-fire mitigation and recovery techniques. This training also helped recap the city's water quality response to the March 2022 NCAR Fire.

Considering the benefits, staff is requesting City Council approve the updated IGA.

NEXT STEPS

If the updated IGA is approved, city staff anticipate continued active participation in KICP initiatives that are identified in KICP planning documents (**Attachment C**). Near-term activities related to this effort will include continued public education and outreach through school programs and social media ads. Additional activities in 2023 will include watershed-wide training events.

ATTACHMENTS

A –Intergovernmental Agreement for Implementation of the Keep It Clean Plan

- B KICP Annual Report 2022
- C KICP Scope of Work

Intergovernmental Agreement for Implementation of the Keep it Clean Partnership Plan

This Intergovernmental Agreement ("Agreement"), is made and entered into this **9th day of March**, **2023**, by and between BOULDER COUNTY, a body politic and corporate, and the CITIES OF BOULDER, LAFAYETTE, LONGMONT, and LOUISVILLE; and the TOWN OF SUPERIOR, each a municipal corporation, collectively known as the "KEEP IT CLEAN PARTNERSHIP" and referred to herein individually as a "PARTY" or collectively as the "PARTIES."

RECITALS:

- A. WHEREAS, the Code of Federal Regulations (CFR) Section 40 CFR 122.26 requires that operators of small municipal separate storm sewer systems ("MS4s") obtain permits for discharging stormwater from their systems. The PARTIES are all small MS4 operators, as defined in the Code of Federal Regulations. In Colorado, stormwater discharge permits are issued by the Water Quality Control Division (the "Division") of the Colorado Department of Public Health and Environment (CDPHE) under Water Quality Control Regulation No. 61, "Colorado Discharge Permit System Regulations" (CDPS). Small MS4s are covered under the Division's General Permit for stormwater discharges ("MS4 permit."); and
- B. WHEREAS, the PARTIES have all been issued certifications to discharge stormwater under the general stormwater permit issued by the CDPHE; and
- C. WHEREAS, the PARTIES have agreed to collaborate as the KEEP IT CLEAN PARTNER-SHIP ("KICP"), in jointly developing and implementing a plan to assist the PARTIES in complying with the requirements of their MS4 permits and protecting water quality in the Boulder Creek and St. Vrain Creek watersheds; and
- D. WHEREAS, on January 23, 2003, the initial Intergovernmental Agreement ("IGA") for implementation of the WATERSHED APPROACH TO STREAM HEALTH (which subsequently became the KICP) Plan was entered into by and between Boulder County; the cities of Boulder, Longmont, and Louisville; and the towns of Erie and Superior and
- E. WHEREAS, on January 1, 2008, the second IGA became effective for a term of five years; and
- F. WHEREAS, on April 1, 2011, the third IGA became effective with the inclusion of the City of Lafayette; and
- G. WHEREAS, on March 9, 2013, the fourth IGA became effective for an initial term of five years and was automatically renewed for an additional five year term on March 9, 2018; and
- H. WHEREAS, on January 12, 2022, the TOWN OF ERIE submitted notice of its termination from the IGA; and
- I. WHEREAS, the PARTIES are individually responsible for ensuring compliance with the terms and conditions of their MS4 permits within their respective jurisdictions; and

J. WHEREAS, the PARTIES are authorized to enter into this Agreement pursuant to Colorado Revised Statutes (C.R.S.) §29-1-201, *et seq*.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. The Keep it Clean Partnership

- 1.01 The PARTIES will participate in the KICP to jointly identify and address stormwater quality requirements in each of their MS4 permits.
- 1.02 The PARTIES will participate in implementation of annual KICP work plans, which shall conform, generally, to the KICP mission, goals, and description of work as outlined in the Scope of Work attached hereto as Exhibit A. Annual work plans identify the joint activities and programs that can help meet the minimum control measures in the PARTIES' respective MS4 permits and, if agreed upon by the PARTIES, may also address other stormwater-related water quality issues in the PARTIES' jurisdictions. Annual work plans will be reviewed by the PARTIES to reflect changes in MS4 permit requirements or new or modified strategies or programs agreed to by the PARTIES. Annual work plans will be approved by the Steering Committee as defined in Section 2 of this Agreement.
- 1.03 The PARTIES will jointly develop annual work plans and budgets, identify funding needs and apportionment of funds, and define and maintain a management structure for the KICP.

SECTION 2. Steering Committee

- 2.01 The Steering Committee is the official management and oversight body for the KICP. The Steering Committee shall consist of representatives from each of the PARTIES and shall direct and guide the annual work plan and review and approve the annual budget. The Steering Committee shall consider permit compliance as a primary objective in approving work plans and corresponding budgets.
- 2.02 The Steering Committee shall evaluate the implementation of the annual work plans and review and approve the annual contributions of each PARTY calculated by KICP staff in funding the KICP and related administrative costs.
- 2.03 The voting membership of the Steering Committee shall consist of one designated voting representative from each of the PARTIES. An alternate voting representative may be appointed by each of the PARTIES.
- 2.04 A quorum of the Steering Committee shall consist of more than fifty percent of the voting membership. Although it is anticipated that decisions will be made by group discussion to reach general agreement, any of the PARTIES may require that a formal vote be taken. A formal vote requires that a quorum must be present, and except for measures requiring a greater or lesser majority under this Agreement, the affirmative vote of a majority of all total voting representatives of the Steering Committee shall be required to approve any measure brought to a formal vote before the Steering Committee.
- 2.05 The Steering Committee shall have the authority to adopt and amend bylaws with a majority vote of all total voting representatives.
- 2.06 The Steering Committee, or a sub-set of Steering Committee members or their delegates as agreed to by the Steering Committee, shall participate on the selection committee for any consultant(s) or contractor(s) to be paid from KICP funds ("Outside Contractor"), and shall be responsible for reviewing and approving contracts with Outside Contractors, including the scope(s) of work, schedules of performance, use of subcontractors, and compensation for such

Outside Contractors. Legal review and award of contracts to Outside Contractors will be administered according to procedures outlined in Section 4.02 and 4.03 of this Agreement.

- 2.07 The Steering Committee shall select at least one employee of one of the PARTIES or an Outside Contractor to act as KICP Staff. Any increase in staffing will require approval of a majority of the Steering Committee members as outlined in section 2.04 of this Agreement.
- 2.08 Employees selected as KICP Staff shall at all times be managed by the employee policies of the respective PARTY. KICP Staff shall be responsible for management and administration and technical project management in accordance with the annual work plan, this Agreement, the Steering Committee's bylaws, and as directed by the Steering Committee in the best interest of the PARTIES as a whole and individually. KICP Staff shall be paid from KICP funds in accordance with the adopted KICP Budget for providing the services described hereunder. KICP Staff shall not be responsible for providing program management services related to individual PARTY'S programs, but may provide such services under a separate contract with any one or more of the PARTIES if allowed by personnel policies of the PARTY employing KICP Staff.
- 2.09 The Steering Committee shall review timelines and budgets for completion of annual work plan tasks. The Steering Committee shall evaluate the annual work plan and the performance of the activities and programs, including those performed by Outside Contractors, in meeting the goals and objectives of the KICP. The annual work plan and annual budget will be revised as necessary to meet the goals and objectives.
- 2.10 The Steering Committee shall annually rate the performance of the KICP staff in managing the annual work plan, including directing the activities defined in the annual work plan, coordinating the PARTIES' joint responsibilities and meeting the timelines and annual budget. For KICP staff that are employees of one of the PARTIES, the Steering Committee's rating shall be submitted to that PARTY for consideration in the performance review of the KICP staff.
- 2.11 The Steering Committee, through its bylaws, shall establish procedures for tracking, accounting for, and auditing the KICP funds.

SECTION 3. KICP Budget

- 3.01 The PARTIES will jointly develop and fund an annual KICP Budget to implement the annual work plan. The KICP Budget may be based upon a projection of two consecutive calendar year cycles, but shall be adopted for only one calendar year cycle.
- 3.02 Subject to annual appropriation, the PARTIES shall each pay a yearly assessment into a fund established for the annual work plan operations for their assigned portion of the then current year KICP Budget. The share of the KICP Budget that each PARTY shall pay is the prorated share of the costs proportional to the population within each PARTY'S permitted area based on the most current U.S. Census Bureau Population Estimates.
- 3.03 In addition to the KICP Budget, individual PARTIES may also contract for additional services through the KICP if the additional administrative fees are also allocated from the requesting PARTY.
- 3.04 Except as provided in Section 6.03 of this Agreement, after all program expenses have been accrued for each calendar year, the actual costs will be reconciled with the funds already provided by each PARTY. Any differences will be reflected in assessments for the next calendar year.
- 3.05 Nothing in this Agreement is intended to create a multiple year fiscal obligation of any PAR-TY, or a pledge or lien on any source of funds or accounts of any PARTY.

3.06 All financial obligations of the PARTIES are subject to annual budgeting and appropriation by the PARTIES' respective governing boards in their discretion. Upon non-appropriation by a PARTY'S governing board, all benefits accruing to such non-appropriating PARTY hereunder shall cease immediately, and such PARTY shall be relieved from all future fiscal-year financial obligations; provided, however, that, such non-appropriating PARTY shall forfeit all funds already contributed by such PARTY to the KICP.

SECTION 4. Contracting/Fiscal Agent

- 4.01 The Contracting/Fiscal Agent shall be the treasurer of KICP funds. The Contracting/Fiscal Agent, in accordance with generally accepted accounting procedures, shall keep the KICP funds segregated from any other funds administered by the Contracting/Fiscal Agent; shall credit the KICP with appropriate interest income earned on KICP funds in each calendar year; and shall not expend any funds except in accordance with the annual KICP Budget approved by the Steering Committee or as otherwise directed by the Steering Committee.
- 4.02 Unless otherwise decided by a majority vote of the Steering Committee, or as otherwise outlined in this Agreement, BOULDER COUNTY shall serve as the Contracting/Fiscal Agent for the Plan.
- 4.03 In the event that the Contracting/Fiscal Agent withdraws from providing Contracting/Fiscal services to the KICP or the Steering Committee chooses to discontinue the services of the Contracting/Fiscal Agent, another PARTY may serve as a successor Contracting/Fiscal Agent. One hundred and twenty (120) days written notice shall be provided to the PARTIES in the event of withdrawal or discontinuation of the services of the Contracting/Fiscal Agent. Selection of a Contracting/Fiscal Agent must be by majority vote of the entire Steering Committee.
- 4.04 The Contracting/Fiscal Agent shall execute contracts which have been requested and approved by the Steering Committee.
- 4.05 The governing body of the Contracting/Fiscal Agent, at its discretion, may delegate the authority to execute agreements and contracts approved by the Steering Committee to a designated employee. Notice of any such delegation of authority shall be provided to the Steering Committee.
- 4.06 The Contracting/Fiscal Agent may request, as part of the annual KICP Budget, reimbursement for administrative costs incurred in providing the services described in this section and in the bylaws.

SECTION 5. Ancillary Rights and Duties of the PARTIES

5.01 In addition to participation in the Steering Committee, each PARTY accepts and agrees to perform the operational and administrative tasks specific to the PARTY identified in the annual work plan.

SECTION 6. Effective Date and Term of Agreement

- 6.01 This Agreement shall take effect and commence on **March 9, 2023**, provided it has been executed by a duly authorized representative of each of the PARTIES. This Agreement supersedes and replaces any prior KICP agreements between the PARTIES.
- 6.02 The initial term of this Agreement shall be for five years from the date of its execution. After the initial term, this Agreement shall be automatically renewed for an additional five-year term, unless terminated as provided in Section 6.04.
- 6.03 A new party may initiate its participation in this Agreement by giving the Steering Committee at least ninety (90) days' written notice and upon a formal vote of the Steering Committee ac-

cepting their participation. Any new party to this Agreement must be a governmental agency with authority to enter into this Agreement under C.R.S. §29-1-201, *et seq.* and must execute this Agreement prior to commencing participation. A new party shall be admitted to participation only upon approval of the Steering Committee, under such conditions as the Steering Committee in each case or from time-to-time establishes in furtherance of the purposes and provisions of this Agreement.

6.04 Any PARTY, including any new party participating in this Agreement under Paragraph 6.03, may terminate its participation in this Agreement by giving the Steering Committee at least thirty (30) days' written notice. Termination shall constitute forfeiture of the terminating PARTY'S entire share of the KICP Budget for the fiscal year in which the termination occurred (including both paid and obligated but unpaid amounts) and of the terminating PAR-TY'S share of any unexpended, unencumbered funds remaining from all previous fiscal years. The cost allocations for the remaining PARTIES shall be recalculated for the following fiscal year by the remaining PARTIES without the withdrawing PARTY'S participation.

SECTION 7. General Legal Provisions

- 7.01 This Agreement may be amended or terminated by unanimous written agreement of the PARTIES. All PARTIES agree to submit to their Council or Board for approval of any proposed amendments to this Agreement, as applicable, within three (3) months following acceptance by the Steering Committee. No KICP Budget amendment which increases the KICP Budget will be effective unless approved by a unanimous vote of the Steering Committee.
- 7.02 No PARTY shall, by entering into this Agreement, participating in the Steering Committee, or agreeing to serve as Fiscal/Contracting Agent or Coordinator, be deemed to assume responsibility for any other PARTY'S obligations to comply with the requirements of the that PAR-TY'S MS4 permit. This Agreement is intended solely for the convenience and benefit of the PARTIES hereto and shall not be deemed to be for the benefit of any third party and may not be enforced by any third party, including, but not limited to, the U.S. Environmental Protection Agency, the Division, or any person acting on their behalf or in their stead.
- 7.03 Nothing in this Agreement shall be construed to waive or cede any jurisdiction that any of the PARTIES may possess.
- 7.04 Nothing in this Agreement shall create any joint or several liability or joint and several exposure to any participating PARTY for statutory or administrative violations associated with illicit discharges or compliance responsibilities. Joint action under this Agreement is strictly limited to the permitting, planning, and other related processes as described herein, unless otherwise agreed.
- 7.05 By entering into this Agreement, no PARTY waives or intends to waive, as to any person not a party to this Agreement, the monetary limitations or any other rights, immunities, and protections which are provided to the PARTY under the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S.
- 7.06 This Agreement may be executed in any number of counterparts each of which, when taken together, shall constitute one agreement. This Agreement shall only be effective when counterparts are signed by all the PARTIES.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as of the dates shown below.

9

BOULDER COUNTY

_____Title

Date

CITY OF BOULDER

_____Title

Date

CITY OF LAFAYETTE

_____Title

Date

CITY OF LONGMONT

_____Title

Date

CITY OF LOUISVILLE

_____Title

Date

TOWN OF SUPERIOR

Title

Date



kens Farm Nature Area





About Us

The Keep it Clean Partnership (KICP) is a collaborative program based in Boulder County with participation from our local municipalities. These communities originally came together over 20 years ago to collaborate on stormwater management, and in the years since we have expanded our work to include broader watershed level efforts.

Our staff facilitate collaboration on water quality issues between our partner communities and with other organizations with the goal of improving watershed health. We coordinate training events for stormwater professionals and perform watershed outreach on behalf of our partner communities. By working together with local governments and other organizations throughout the Boulder St. Vrain basin, we can increase our impact and make progress towards a healthier watershed.





Kevin Peterson, Coordinator

Kevin Peterson has served as the Coordinator for the KICP since the start of 2018, managing the organization's activities and working to better understand and protect our watershed.



Cristina Ramírez, Outreach Specialist

Cristina Ramírez joined the KICP in October 2019 to serve as the Outreach Specialist. She leads the KICP partners in working towards Education and Outreach objectives and coordinates training opportunities for the Stormwater Program.





City_{of} Louisville





Stormwater

Our stormwater program provides opportunities for staff from the Keep it Clean Partnership communities to coordinate watershed-wide programs and training opportunities. In 2022 training events returned to in person format and served 55 people from 9 communities and 11 consulting firms.



Post-Fire Sediment and Erosion Control Training

April 2022 | 28 participants

Wright Water Engineers and the Mountain States Chapter of the International Erosion Control Association collaborated on this course. The 2-day class combined educational elements of storm water management and erosion control in the context of a post-fire setting.



SCM Inspection and Maintenance Training

May 2022 | 20 participants

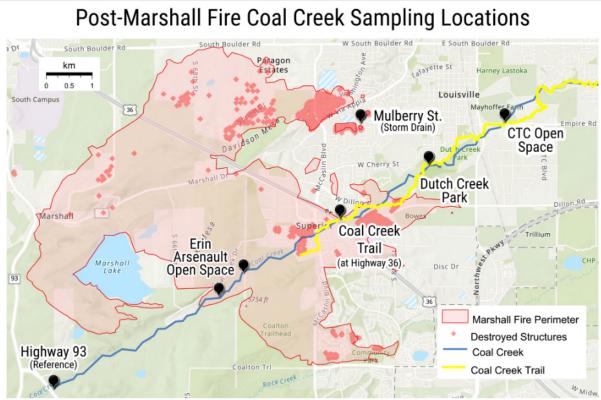
The Colorado Stormwater Center provides this training to field staff and inspectors who need to understand key design elements and the operation and maintenance of different stormwater control measures. Item 3D - Keep It Clean Partnership IGA Approval

Watershed

Our watershed program coordinates water quality sampling throughout the Boulder St. Vrain watershed and continues to support various efforts to monitor and improve water quality.

We are serving as a key partner in the Watershed Center's Adaptive Management at Scale project, which seeks to assist with management decisions and track progress toward watershed health goals throughout the basin.

This year we provided technical stormwater support for urban areas impacted by the Marshall Fire and helped fund additional water quality monitoring in Coal Creek in and around the burned area. This monitoring is conducted by a research team from the University of Colorado and the results will help us better understand fire-related impacts to our streams and how we can protect them. Preliminary results can be viewed in a public dashboard at keepitcleanpartnership.org/post-fire-monitoring/.



Education & Outreach

Spanish Programming & Resources

This year we focused on translating our materials into Spanish and increasing our outreach to Spanish-speaking communities, including:

- All content on the Keep it Clean Partnership website has been professionally translated into Spanish.
- Stormwater message toolkits provide newsletter and social media messages for easy sharing in both English and Spanish.
- Our new Explore Our Watershed Activity Guide is bilingual, with English and Spanish text side by side.
- Social media ads posted in both English and Spanish reached over 70,000 Facebook and Instagram users.
- Partnering with **Explorando Senderos**: We presented to 100+ Latinx Boulder County residents in Spanish about local waterways and water quality protection.

School Programs

Our community partners returned to in person programming with students in the Boulder Valley and St. Vrain Valley School Districts. Eco-Cycle provided programming to 928 students and Thorne Nature Experience brought 1564 second graders on field trips to Sombrero Marsh Environmental Education Center in Boulder and Sandstone Ranch in Longmont.

Social Media Ads

Social media ads provided information about reporting pollution and deicer use. They directed people to the new KICP website to learn about events and sign up for the newsletter.

Report Stormwater Pollution

l out this form in as much detail as you can and we'll make sure the right staff are notified o respond to this incident. Using this form is preferred and will likely reduce response times, but if you would prefer to contact someone directly you can view a list of contacts at the bottom of this page

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Explorando Senderos

KICP spoke about the Boulder St. Vrain Watershed and led the Explorando Senderos group in a family-friendly activity to learn about stormwater pollution. Participants discussed what water issues they are concerned about and why local waterways are important to them.



Attachment B – KICP Annual Report 2022

Report Pollution Form A Report Pollution Form is now live on the KICP website. The KICP and its partners can now easily direct residents to this page to learn about what pollution to look for and how to report it. Submissions are sent directly to the relevant staff in each partner community.







Finances

2022 Revenue

Local Government Contributions:	\$169,600
Funds from Reserve:	\$24,846
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Total:	\$195,446

2022 Expenses

Personnel:	\$133,417
School Programs:	\$19,299
Advertisements:	\$5,376
Translations:	\$1,768
Training Events:	\$3,000
Post-fire Technical Support:	\$21,011
Post-fire Monitoring:	\$9,999
Other Operating Costs:	\$1,575
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Total:	\$195,445



Kevin Peterson Keep it Clean Partnership Coordinator kpeterson@bouldercounty.org

Cristina Ramírez Keep it Clean Partnership Outreach Specialist cramirezbentley@bouldercounty.org

Learn more at www.keepitcleanpartnership.org

EXHIBIT A SCOPE OF WORK

Overview

The Keep it Clean Partnership (KICP) was first established as an intergovernmental agreement between local governments in Boulder County in 2003 as the Watershed Approach to Stream Health Project, with the goal of collaborating to help these entities meet the requirements of their municipal separate storm sewer system (MS4) permits. Since this time the KICP has worked collaboratively to provide stormwater and educational support in each community and protect watershed health. While individual partners remain responsible for their MS4 permit requirements, the KICP performs education and outreach activities that help fulfill these requirements for each participant with efficient use of resources. The KICP also fosters collaboration across jurisdictions and provides various forms of support for water quality protection throughout each participating community.

Mission and Goals

The mission of the KICP is to "protect, promote, and improve watershed health in the Boulder St. Vrain basin through sharing resources, building community awareness, and collecting and using data" with the following goals:

- Improve collaboration of stormwater management
- Promote positive watershed behaviors through consistent messaging
- Integrate planning and analysis to highlight watershed issues and improvements

Description of Work

The KICP performs a variety of tasks at the direction of the Steering Committee and in accordance with the established mission and goals. The tasks performed regularly by the KICP on behalf of the participating local governments broadly includes:

- Providing an annual summary of education and outreach activities performed on behalf of participating entities that can be used in their MS4 Annual Reports
- Facilitating stormwater meetings and collaboration on regulatory issues
- Managing a stormwater training program for local staff and consultants
- Maintaining the Keep it Clean Partnership website and updating as needed
- Performing stormwater outreach to residents, students, and businesses and developing new resources as needed
- Providing data compilation and analysis for water quality data submitted voluntarily through the KICP collaborative monitoring framework
- Engaging with major local watershed planning efforts