

COOPERATIVE AGREEMENT
BETWEEN THE
WARM SPRINGS WATERSHED ASSOCIATION (WSWA)
AND THE
EASTERN PANHANDLE CONSERVATION DISTRICT (EPCD)

I. PURPOSE

The purpose of this Cooperative Agreement (hereafter, agreement) is to create a project framework between WSWA and EPCD in developing, promoting, and offering services to interested businesses and organizations in the Warm Springs Run (WSR) watershed that improve environmental conditions and improve water quality in WSR. The WSR watershed is located in Morgan County, West Virginia. The project will help participants as well as their respective employees, customers, and clients to identify activities that can help them become better stewards of the WSR watershed, as well to provide recognition for those businesses and organizations that undertake these steps.

II. AUTHORITY AND MISSION

EPCD enters into this agreement under the authority of the Laws of West Virginia, Chapter 19, Article 21A by which the EPSCD administers the conservation programs of the state of West Virginia within the three eastern counties of the state in cooperation with other state agencies. EPCD is directly responsible for the operation and maintenance of the either WSR Flood Control structures in the watershed, including the reduction of sedimentation of the structures and WSR.

The mission of WSWA is to restore, protect, and preserve Warm Springs Run and its watershed through education and the establishment of partnerships with concerned citizens, civil organizations, and governmental agencies.

III. RESPONSIBILITIES

WSWA agrees to:

1. Create a summary of the program to be shared with potential participants.

2. Seek early “buy in” from the Town of Bath Council as well as from the Board of the Chamber of Commerce.
3. Establish a list of potential businesses/organizations in the watershed that can be invited to participate in the program.
4. Seek input from 2-4 business owners/heads of organizations as part of the process of developing this program.
5. Recruit local 4-6 local businesses/organizations to become part of an initial demonstration project.
6. Serve as the project outreach leader and provide guidance and support to participating businesses/organizations
7. Provide funding for project implementation up to the amount of \$3500.00

EPCD agrees to:

1. Work with participating businesses/organizations upon their request to do a voluntary audit of current practices, as well as to help participants determine realistic goals and ways to achieve those goals.

EPCD and WSWA mutually agree to:

1. Develop a Scope of Work.
2. Seek input from specialists from other agencies and organizations with mutual goals and interests to develop a list of potential benefits to Warm Springs Run, the Potomac River, and the Chesapeake Bay as a result of initiatives undertaken by the businesses/organizations involved in this program.
3. Seek input from specialists from other agencies and organizations with mutual goals and interests to develop a list of potential benefits to businesses/organizations involved in this program.
4. Seek input from specialists from other agencies and organizations with mutual goals and interests to develop a list of various forms of assistance that could be provided to participants in order to help them fulfill their goals.

5. Seek input from specialists from other agencies and organizations with mutual goals and interests to develop a method of ranking various proposed environmental activities to be undertaken by businesses and organizations in the WSWA watershed.
6. Establish various ways to publicize/reward participating businesses/organizations which complete their initial goals.
7. Develop a campaign to engage businesses and other organizations in the WSR watershed by:
 - a. Establishing a voluntary, tiered approach of potentially positive actions leading to improved environmental conditions for WSR.
 - b. Establishing an outreach program to recruit participants.
 - c. Establishing a system of tiered rewards for businesses and organizations that meet self-selected goals for improving environmental conditions for WSR.
8. Develop a budget to be approved by the WSWA Board.
9. Publicize project outcomes and successes to state and national agencies, as well as to other watershed associations, and other organizations.

IV. IT IS MUTUALLY AGREED THAT:

This agreement defines, in general terms, the basis on which the signatory organizations will cooperate and, as such, does not obligate the expenditure of any funds. Expenditures of funds, human resources, equipment, supplies, facilities, training, public information, and expertise will be provided by each signatory agency to the extent that its participation is required. Any endeavor or activity that involves the transfer of funds, services, or property between the signatory organizations will require execution of separate action, and is contingent upon the availability of funds.

v. PERIOD OF COOPERATIVE AGREEMENT

This agreement shall take effect on the approval and signature of both organizations and shall remain in effect for not more than three years from the date of execution. Either organization may request to amend this agreement. Such an amendment shall become effective upon written agreement by both organizations. Either organization may terminate this agreement following a 30-day advance notice to the other organization.