

3.02 -- Ohio Water Education Program

Responsible Officer or Committee: Education Director

Purpose:

This agreement is made and entered into by and between the Ohio Environmental Protection Agency ("Ohio EPA"), the Water Management Association of Ohio ("WMAO"), the Ohio Department of Agriculture ("ODA") and The Ohio State University on behalf of the Ohio Water Resources Center ("OWRC") which, are collectively referred to as the "Parties".

Policy:

WHEREAS, water is a critical natural resource the protection and proper management of which depend upon an understanding of its role; and

WHEREAS, water of sufficient quantity and quality is key all Ohioans' quality of life; and

WHEREAS, educating the young people of Ohio about water's role in the environment will create a more knowledgeable future citizenry thus better ensuring the proper management and protection of water, and;

WHEREAS, the Parties all have integral interests in promoting wise water use and development;

NOW THEREFORE BE IT RESOLVED THAT:

The Parties, in consideration of the mutual benefits and promises herein, hereby enter into this agreement (the "Agreement") to co-sponsor the Ohio Water Education Program ("OWEP"), effective on the date the last signature is affixed to the Agreement.

A. RESPONSIBILITIES:

OEPA shall have the following responsibilities:

- Support OWEP through the direct participation of Ohio EPA staff;

- Act as State agency coordinator for OWEP activities;

- Advise the Parties as to the progress of OWEP and its future direction ;

- Assist local facilitators in providing and publicizing Project WET and Healthy Water, Healthy People ("HWHP") educator workshops;

- Plan and provide annual Project WET and HWHP facilitator trainings;

- Work with Project WET Foundation, ordering books and educational materials to provide local facilitators for educator workshops;

- Work with local facilitators shipping/returning books providing postage or arrangements to pick up unused books; and

- Allow and provide the use of its logo in OWEP materials.



WMAO shall have the primary responsibility to:

- Provide representation on an OWEP Committee to advise and consult regarding Project WET and other OWEP programs;
- Collect and provide the accounting of all monetary contributions in support of OWEP, including all grants, gifts, and any others;
- Maintain and track OWEP funds within the WMAO treasury under a unique accounting category;
- Utilize OWEP funds to purchase or provide reimbursement for supplies, equipment and other support materials for OWEP activities as determined by the OWEP Committee;

Support Project WET, HWHP and other OWEP programs as program advisors; Serve as the networking and communications conduit with all WMAO divisions and members;

Provide opportunities to present Project WET, HWHP and other OWEP program information at WMAO events, and in the WMAO newsletter;

Utilize WMAO communications media to promote Project WET, HWHP and other OWEP programs; and

Allow and provide the use of its logo in OWEP materials.

ODA shall have the primary responsibility to:

Advise Ohio EPA regarding Project WET delivery and programming – particularly in coordination with the education efforts of local soil and water conservation districts; Participate in planning and providing Project WET and HWHP facilitator training; Promote Project WET and HWHP program and training; and

Allow and provide the use of its logo in OWEP materials.

OWRC shall have the primary responsibility to:

Advise Ohio EPA regarding Project WET delivery and programming; Participate in planning and providing Project WET facilitator training; Promote Project WET program and training; and

Allow and provide the use of its logo in OWEP materials.

B. TERMS AND CONDITIONS

In the performance of this Agreement, the Parties agree as follows:

1. They shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability or military status as defined in section 41 12.01 of the Revised Code, national origin, or ancestry. They shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or



ancestry. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, including apprenticeship. They agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Ohio EPA setting forth the provisions of this nondiscrimination clause.

2. They shall, in all solicitation or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry.
3. They agree to comply with all pertinent provisions of the Americans with Disabilities Act and agree to assume full responsibility for noncompliance therewith.
4. No personnel of the Parties who exercised any functions or responsibilities in connection with the review or approval of the undertaking or carrying out of any such work shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of their functions or responsibilities with respect to the carrying out of said work. Any such person who, prior to the execution of this MOU, acquires any such incompatible or conflicting personal interest, or after the effective date of this MOU voluntarily or involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to the Ohio EPA in writing. Thereafter, he or she shall not participate in any action affecting the work under this MOU, unless the Ohio EPA shall determine that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.
5. The Parties agree to fully cooperate with the State Equal Employment Opportunity Coordinator, with any official or agency of the State or Federal Government which seeks to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under this MOU.
6. The Parties agree to comply with all applicable state and federal laws regarding drug-free workplace and to make good faith efforts to ensure that all employees while working on the MOU will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
7. The WMAO certifies that neither it nor its employees are public employees of the State of Ohio under federal and state law for tax, retirement deduction, and Workers' Compensation purposes and that each carries Workers' Compensation coverage.
8. The WMAO each certifies that, as applicable to it, no party listed in Division (I) or (J) of Section



3517.13 of the Ohio Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000 to the Governor or to his campaign committees.

9. The WMAO each certifies that it: (i) has reviewed and understands the Ohio ethics and conflict of interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws. The WMAO and the OWRC understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement.
10. The WMAO each affirms to have read and understands Executive Order 2011-12K issued by Ohio Governor John Kasich and signed and completed the Standard Affirmation and Disclosure Form (Exhibit A) and shall abide by those requirements in the performance of this Agreement and perform no services required under this Agreement outside of the United States. The WMAO and the OWRC each also affirms, understands, and agrees to immediately notify the OEPA and ODA of any change or shift in the location(s) of services performed by the Service under this MOU, and no services shall be changed or shifted to a location(s) that are outside of the United States. The Executive Order is provided as an attachment (Exhibit B) and also is available at the following website:

<http://www.governor.ohio.gov/Portals/0/pd1/cxecutiveOrders/E0%202011-12K.p<10.>

11. The State of Ohio is self-insured for the indemnification of its officers and employees in the maximum aggregate amount of one million dollars per occurrence in accordance with section 9.87 of the Ohio Revised Code. The Parties agree that Provider shall be solely responsible for any and all claims, demands, or causes of action arising from Provider's obligations under this agreement. Each party to this Agreement must seek its own legal representative and bear its own costs, attorney fees and expenses, in any litigation that may arise from the performance of this Agreement. It is specifically understood and agreed that Ohio EPA does not indemnify Provider. Nothing in this Agreement shall be construed to be a waiver of the sovereign immunity of the State of Ohio or the immunity of any of its employees or agents for any purpose. Inno event shall Ohio EPA be liable for indirect, consequential, incidental, special, liquidated, or punitive damages, or lost profits.
12. The Parties acknowledge and agree that each will be financially responsible for their respective responsibilities set forth in this Agreement and that all obligations of the State herein are subject to the limitations prescribed in the Ohio Revised Code ("ORC"), including the provisions of ORC 126.07.



C. TERM OF AGREEMENT.

This Agreement will be in force for a period of five years, beginning on the date the last signature is affixed to the Agreement. It may be extended by written authorization of all four Parties and may be terminated at any time by one or more of the Parties by written notification to the other Parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have set their hands as of the dates indicated below.

This policy is adopted in accordance with the Water Management Association of Ohio (WMAO) Code of Regulations by affirmative vote of the WMAO Board of Directors.

WMAO President

Date: _____