



# Texas Agricultural Experiment Station

The Texas A&M University System  
Agricultural Research and Extension Center  
El Paso

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Mr. Mike Fahey  
El Paso Water Utilities  
PO Box 511  
El Paso, Texas 79961

Dear Mike,

We are delighted to have the Water Utilities provide seed support for the Watershed Council in cooperation with the El Paso Agricultural Research and Extension Center. Attached are three original copies of the agreement, reviewed and approved by the NM-TX Water Commission MAC meeting on October 18<sup>th</sup> and by the Watershed Council Executive Meeting October 19<sup>th</sup>. We need to complete the signatures on each original. Can you have John and Ed sign and then return to us in the enclosed envelope.

Please contact Lori Miller if you have any questions.

Sincerely,

Dr. Ari M. Michelsen

AMM:lm

**COOPERATIVE AGREEMENT  
for Organization Support of the  
Paso del Norte Watershed Council**

**El Paso Agricultural Research and  
Extension Center, TAES  
The Texas A&M University System  
1380 A&M Circle  
El Paso, TX 79927**

and

**El Paso Water Utilities  
Public Service Board  
P.O.Box 511  
El Paso, TX 79961**

**SCOPE and PURPOSE**

This cooperative agreement is being entered into between the El Paso Water Utilities on behalf of the New Mexico - Texas Water Commission and The Texas A&M University System, acting through their Agricultural Experiment Station (TAES) and El Paso Agricultural Research and Extension Center to provide program development, coordination and administrative support for the Paso del Norte Watershed Council (PDNWC, also referred to as the Watershed Council and Council). The Watershed Council was organized with the mission "to improve the Rio Grande ecosystem while balancing the needs of all stakeholders" and to "...provide an open and inclusive forum for communication, collaboration and innovative thinking among binational stakeholders to achieve a healthy watershed in the Rio Grande sub-basin between Elephant Butte Dam and Fort Quitman." The Council will "...investigate, develop, and recommend options for watershed planning and management and explore how water-related resources can best be balanced to benefit the Rio Grande ecosystem and the interests of all watershed stakeholders." One of the purposes for the establishment of the Watershed Council is to provide recommendations to the New Mexico - Texas Water Commission on watershed restoration projects to be funded through the Regional Sustainable Water Project. There are currently 25 registered organizations with membership participation in the Watershed Council. Council members are contributing their time and effort on a volunteer basis. Organizational support is needed for successful Watershed Council program development, coordination and administration, and to seek alternative and additional funding sources for Council operation and programs.

**STATEMENT OF JOINT OBJECTIVES AND BENEFITS**

**Cooperative Agreement Objective**

The objective of this agreement is to provide financial and infrastructure support to facilitate program development, coordination and administration of the PDNWC through cooperative provision of funding, fiscal management and office space for an administrative coordinator for the Watershed Council. Financial support, accounting responsibilities and the role, duties and supervision of the PDNWC administrative coordinator are described in the sections below.

## **Benefits To Be Derived**

The fiscal and in-kind contributions under this Cooperative Agreement are in the interest of the citizens of the region and are consistent with both the Texas Agricultural Experiment Station and El Paso Water Utilities strategic goals and missions, including enhancement and support of improved water resources planning and management. To reiterate, organizational support is needed for successful Watershed Council program development, coordination and administration, and to seek alternative and additional funding sources for Council operation and programs. This Cooperative Agreement will greatly enhance the organizational capacity of the Council by providing the administrative and infrastructure support necessary for: development and implementation of strategic plans; review and recommendations on watershed restoration projects for the New Mexico - Texas Water Commission; development of alternative additional funding sources to support Watershed Council activities; creation and distribution of educational materials; improving communication among members; and for providing a single point of contact for members and other stakeholders. This agreement facilitates a binational collaboration that will also assist in the development of education and outreach programs and will contribute to improvement of Rio Grande watershed resources and ecosystem by helping to identify and implement effective and community-supported restoration activities along the river.

## **PROJECT MANAGEMENT PLAN**

Under this agreement, the EPWU will:

1. Contribute funds in the amount specified in this Cooperative Agreement for the purpose of providing financial support for an administrative coordinator to enable the Paso del Norte Watershed Council to fulfill the objectives described above in terms of program development, coordination and administration.
2. Actively participate and contribute to the program development of the Paso del Norte Watershed Council and may exercise supervision of the PDNWC administrative coordinator through representation on the Executive Committee.
3. Assist, as appropriate, in providing review and information to develop and prepare additional grant proposals for funding of Watershed Council programs.

Under this agreement, the TAES will:

1. Act as fiscal agent for funds, disbursing them for salary, benefits, travel, supplies, equipment, telephone and appropriate and approved expenses.
2. Act as fiscal agent for funds from other sources for Watershed Council programs and support, where agreed upon and with TAES approved budgets.
3. Provide office space for the administrative coordinator.
4. Provide oversight supervision of the administrative coordinator, working in cooperation with the PDNWC Executive Committee. State and TAES employment regulations apply.
5. Assist, as appropriate, in providing information to develop and prepare additional grant proposals for funding of Watershed Council programs.

Under this agreement, the Paso del Norte Watershed Council, through the Executive Committee, will:

1. Serve on the search and selection committee for the Watershed Council administrative coordinator position (the position title may be changed as appropriate).
2. Provide clear and specific goals, objectives and direct supervision for the administrative coordinator, working in close collaboration with the TAES, El Paso Resident Director.
3. Provide input and policy direction to assist in the preparation of a Watershed Council, multi-year strategic development and implementation plan.
4. Review the direction and accomplishments of the administrative coordinator on a quarterly basis and as needed to comply with TAES personnel regulations.
5. The Watershed Council will work with the administrative coordinator to seek and obtain alternative additional funds for implementation of Council programs and to provide future support of the administrative coordinator.

Under this agreement, the expectations of the individual hired for the administrative coordinator position are to:

1. Develop a multi-year strategic development and implementation plan with direction and support of the Watershed Council members and Executive Committee.
2. Coordinate communication and collaboration among Council members, including coordinating and facilitating Council meetings, recording meeting minutes, creating and maintaining a mailing list, and preparing meeting agenda's.
3. Provide activity and progress reports to the Council and New Mexico - Texas Water Commission and regularly communicate on issues where the Watershed Council may be involved and contribute to the efforts of the commission through program development, review or recommendations.
4. Prepare and distribute educational materials and develop information transfer programs such as the creation and maintenance of a web site for widespread distribution of program announcements and educational information.
5. Seek and obtain alternative additional funds for implementation of Council programs, and to provide appropriate future support of the administrative coordinator.

## **FINANCIAL SUPPORT**

Funds provided by EPWU will be for both direct and indirect costs. Recognizing the importance of this project, the usual indirect cost has been reduced to 10% for this agreement, the difference in cost being donated by TAES. The acceptability of indirect costs beyond the period of this agreement and for funds derived from other funding sources must be identified through negotiations with the individual funding source, and will need to be approved through the TAES Contracts and Grants Office. Additional grant and contract funding from other sources is expected to supplement this agreement and Watershed Council programs, with the consent of TAES, EPWU and the Watershed Council.

## **TECHNICAL REPORTS**

If any technical data should be developed as a result of this agreement, EPWU and TAES may publish, reproduce, and use it with the consent of cooperators.

## **PUBLICATION**

Publication and dissemination of information developed in the course of this agreement is encouraged and may be made in reports, or at public and professional meetings. EPWU and TAES will be given acknowledgment for support provided whenever applicable including disclaimers as appropriate.

## **FINANCIAL MANAGEMENT SYSTEM**

The financial management system of the EPWU and TAES shall provide for:

1. Accurate, timely and complete disclosure of the financial activities of this cooperative program in accordance with the standard reporting requirements.
2. Records that identify adequately the source and application of funds for the activities supported by this agreement. These records shall contain information pertaining to awards and authorizations, obligations, unobligated balance, assets, liabilities, outlays, and income.
3. Effective control over and accountability for all funds, property, and other assets. The EPWU and TAES shall safeguard all assets and assure that they are used solely for authorized purposes.
4. Procedures for determining the reasonableness, allowability and allocability of costs in accordance with applicable cost principles.
5. Accounting records that are supported by source documents.

## **CLOSEOUT and TERMINATION**

1. Upon completion of the work performed under this agreement, the parties shall take prompt action to close out all work, including reporting and compliance with financial obligations, under the agreement.
2. The EPWU and TAES reserve the right to terminate this agreement in whole or in part at any time before the date of completion, whenever it is determined that one or more of the parties has failed to comply with the conditions of the agreement, upon thirty (30) days written notice.



**Paso del Norte Watershed Council  
 New Mexico - Texas Water Commission  
 TAES - EPWU Cooperative Agreement  
 Start-up Seed Grant Budget 10-17-01**

Category	Expense
Salary (12 mo @ 50%)	\$18,000
Benefits (19 hrs/wk, fringe 8.25%)	\$1,485
(> 19 hrs/wk, fringe 15.5 + ins. \$375/mo)	xx
Telephone & Equipment (computer, software, printer)	\$4,000
Supplies (duplic/printing/postage, materials)	\$4,500
Travel	\$650
Office Space	\$1,200
Indirect Costs (10% excl. office)	\$2,864
<b>Total</b>	<b>\$32,699</b>

Budgeted amounts by category are estimates. To provide flexibility, amounts of up to 25% within a category can be transferred to another category without modification of this agreement.