

**SPONSORSHIP AGREEMENT**  
**BETWEEN THE**  
**BERKELEY SPRINGS STATE PARK HISTORICAL FOUNDATION**  
**AND THE**  
**TOWN OF BATH COUNCIL**

This Agreement is entered into between the Berkeley Springs State Park Historical Foundation and the Town of Bath upon official action by both governing bodies.

**I. PURPOSE**

The purpose of this Sponsorship Agreement is to establish the conditions and terms for the support by the Town of Bath (hereafter, Town) for the Berkeley Springs State Park Historical Foundation, Berkeley Springs, West Virginia (hereafter, Foundation) for State Project U333-BER/SP-1.00 for Berkeley Springs State Park Improvements (hereafter, Project). The Town is the Sponsor of record for this Project.

The Project is supported by two Transportation Alternative (TA) Grants (80% of project cost) awarded to the Sponsor (Town) by the WV Division of Highways (WVDOH) and by funds (20% of project cost) raised by the Foundation to match these grants. The Sponsor is a government entity as required by the grant, but is not providing any matching funds for the Project. Foundation funds will be provided to the Town for the entire 20% of the total project cost.

**II. AUTHORITIES**

The Town enters into this Sponsorship Agreement under the authority of the Laws of West Virginia, specifically delegated under the WV Code Chapter 8 Municipal Corporations, Article 23 Intergovernmental Relations - Contracting and Joint Enterprises, Part II. Intergovernmental Agreements and Contracts §8-23-3. Intergovernmental Agreements Generally, and WV Code §8-12-51).

The Foundation enters this Agreement under the authority of the Laws of West Virginia, specifically delegated under the WV Code Chapter 20 Natural Resources Article 5A State Parks and Recreation Endowment Fund and in accordance with Chapter 12 Public Moneys and Securities.

### **III. MUTUAL UNDERSTANDINGS AND RESPONSIBILITIES**

The Foundation will provide to the Town sufficient funds as required by an Agreement between WVDOH and the Sponsor (the Town). An approved Agreement is a requirement of WVDOH prior to solicitation for Project construction bids.

Once the appropriate funds have been placed in the Town's account, as the Project Sponsor, the Town will review and approve an Agreement with WVDOH. Upon approval at the earliest possible time, the Agreement and a Town check for the required 20% match will be forwarded to WVDOH for final approval of the Agreement between the Town and WVDOH known as:

AGREEMENT for STATE PROJECT:  
U333-BER/SP-1. 00  
FEDERAL PROJECT:  
Construction: TAP-2018(240)D  
BERKELEY SPRG ST PARK IMPR  
TRANSPORTATION ALTERNATIVES  
MORGAN COUNTY

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 not identified above. 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 a separate action.

During the bidding and award process, WVDOH may determine that additional TA Grant funds and matching funds will be required. This may result in preparation of a Supplemental Agreement regarding additional funds. In this case, the understanding and responsibilities identified in this Sponsorship Agreement will continue to apply.

Should the Contract Award by WVDOH result in less funds than specified in the WVDOH Agreement, the portion of these reduced funds identified as part of the original 20% match will be returned to the Foundation.

### **IV. PERIOD OF SPONSORSHIP AGREEMENT**

This Sponsorship Agreement shall take effect on the approval and signature of both governing units and shall remain in effect for not more than one year from the date of execution. Either unit may request to extend or amend this Agreement. Such an amendment shall become effective upon written Agreement by both governing units.

**V. AUTHORIZATION**

Both the Berkeley Springs State Park Historical Foundation and the Town of Bath, by its Town Council and Mayor, have approved the terms of this Agreement, at a properly noticed meeting with a quorum present, and a written record of such approval shall be made by the Foundation and the Town.

**VI. GENERAL**

This Agreement shall be constructed according to the laws of the State of West Virginia.

**BERKELEY SPRINGS STATE PARK HISTORICAL FOUNDATION**

BY: Peter W. Gordon

DATE: August 3, 2021

**TOWN OF BATH**

BY: Scott E. Merki  
Scott Merki, Mayor

DATE: Aug. 3, 2021