

COOPERATIVE AGREEMENT
BETWEEN THE U.S. ARMY CORPS OF ENGINEERS
AND FRIENDS OF LAKE OUACHITA, INC.

This cooperative agreement is for the mutual benefit of both parties and is between the U.S. Army Corps of Engineers, Vicksburg District (hereinafter referred to as the Corps) and Friends of Lake Ouachita, Inc. (hereinafter referred to as FOLO) acting through the President of the Board of Directors or the Board's designee.

WITNESSETH:

WHEREAS, the Corps operates the Crystal Springs Campground at Lake Ouachita, Garland County, Arkansas, for public recreation and the understanding of the Corps' missions at Lake Ouachita; and,

WHEREAS, the Corps has authority, pursuant to Section 4 of the 1944 Flood Control Act, 16 U.S.C. 460d, to permit the maintenance and operation of recreation facilities at water resource development projects by local interests and may enter into leases with nonprofit organizations for park and recreational purposes; and

WHEREAS, the Corps wishes to accept, and FOLO wishes to provide, the hereinafter described operations and maintenance services at Crystal Springs Campground, Lake Ouachita;

NOW, THEREFORE, the parties agree as follows:

1. The Corps authorizes FOLO to provide, and FOLO agrees to provide, the hereinafter described operations and maintenance services to the Corps. FOLO will not provide, and the Corps will not accept as contributed funds, any funds generated on premises leased under 16 U.S.C. 460d. All funds generated on premises leased under 16 U.S.C. 460d shall be handled as provided in the lease document.

2. CORPS RESPONSIBILITIES:

a. Timely Review and Approval. The Corps agrees to review and give necessary approvals or disapprovals in a timely manner to FOLO for any and all proposals, programs, special events, suggestions, and other activities in which FOLO might wish to engage.

b. Use of Government Facilities.

(1) Should FOLO, as part of its cooperative activities, require the use of Corps facilities at Lake Ouachita, the Corps agrees, that in recognition of the services FOLO is contributing, to provide at no cost to FOLO such facilities, utilities, janitorial services, and routine and general maintenance when incidental to the normal operation of the facility by the Corps.

(2) Should FOLO require facilities, utilities, and services over and above what the Government would normally require for operation of the facility, or area used by FOLO, FOLO will reimburse the Corps at an agreed upon, but nominal, cost in recognition of the services that FOLO is contributing to the public.

(3) A separate Department of the Army lease to nonprofit organizations for cooperative management will be granted to FOLO for use of Government-owned real property. The lease instrument will not merge with the agreement.

c. Campground Operation and Maintenance. The Corps and FOLO will jointly operate and maintain the Crystal Springs Campground. Specific responsibilities are shown in Exhibit A.

3. FOLO RESPONSIBILITIES.

a. Corporate Requirements.

(1) FOLO's Articles of Incorporation and By-Laws shall comply with the requirements of the State of Arkansas. Non-profit 501(c)(3) status must be maintained in accordance with State and Federal laws. Upon request by the Corps, FOLO will make available for inspection documents demonstrating nonprofit status.

(2) The lease and this agreement will terminate within 30 calendar days if nonprofit 501(c)(3) status is not maintained.

(3) FOLO will exercise reasonable care to prevent damage to any Government property used or occupied during its operation and shall, in so far as possible, protect all such property. Government facilities utilized by FOLO shall be maintained by FOLO in a clean and presentable condition.

(4) FOLO will provide the Corps with annual management updates within 30 days of agreement anniversary. Updates shall include a cost estimate of proposed management plan and responsibilities listed in subparagraph 3b below. The cost estimate shall contain anticipated direct and indirect costs.

b. Campground Operations and Maintenance. The Corps and FOLO will jointly operate and maintain the Crystal Springs Campground. Specific responsibilities are shown in Exhibit A.

c. Sales Option.

(1) As part of this agreement, FOLO may operate a Corps-defined sales area on a continuous or intermittent basis. Sales by a third party may be prohibited by the District Commander or his designated representative.

(2) FOLO is hereby authorized to sell supplies intended for consumption at the campground and to sell or distribute interpretive and educational items such as publications, maps, audiovisual aids, crafts, and other objects directly related to the interpretive and educational themes of the project, region, and Corps. The Corps may request FOLO to sell or distribute specific items of interpretive value.

(3) FOLO shall order, receive, inventory, stock, and otherwise manage all items offered for sale and/or distribution. Corps information having public service/interpretive value will be provided by the local Corps office for distribution.

(4) FOLO will sell only items that are appropriate and of high quality. Items for sale by FOLO may not represent significant competitive challenges to the commercial concession adjoining the recreation area. FOLO will not sell any item that has not been approved, or may be subsequently disapproved, by the District Commander or his authorized representative.

(5) FOLO will not sell any original artifacts, sacred items, or antiquities to which the Archaeological Resource Protection Act, as amended, would apply, whether or not such items were discovered on lands owned or controlled by the United States.

(6) FOLO will offer and display items for sale in good taste and in keeping with the general design and decor of the location which houses the sales area.

(7) FOLO sales are restricted to a location and/or facility approved by the Corps, which will be kept clean and presentable at all times.

d. Fiscal Management.

(1) FOLO will conduct its fiscal operations in accordance with accepted business practices.

(2) FOLO shall annually submit (within 135 days following the end of each fiscal year) a complete financial report to the Corps which includes a written summary of FOLO activities for the year. Within 90 days following the receipt of such report, the Corps will provide FOLO a written assessment of the year's financial activity.

(3) The Corps may review FOLO's fiscal records at any time during the term of this agreement.

(4) No Corps unit will make either internal or external charges to FOLO pursuant to the agreement and/or accompanying lease.

4. JOINT RESPONSIBILITIES.

a. Donation of Interpretive Services or Materials.

(1) FOLO may, at the discretion of its Board of Directors, loan materials and/or services to the Corps. The Corps reserves the right to accept or decline without obligation any materials and/or services offered by FOLO.

(2) The Corps will take reasonable precautions to protect items loaned by FOLO but assumes no other responsibility for these items. The Corps will return loaned materials/items upon request by FOLO.

b. Personnel.

(1) FOLO and the Corps shall each designate, in writing, a representative and an alternate who will act as points of contact for the purpose of implementing this agreement.

(2) FOLO will provide such personnel as is reasonably necessary to conduct operations and management of its

cooperative activities. This does not preclude Corps personnel, during the course of their normal duties, from assisting FOLO with nominal shared duties and responsibilities.

(3) Corps personnel may neither serve on FOLO's Board of Directors nor as its Treasurer. Corps personnel may not act as FOLO's official representative in any manner relating to the Corps or the terms of this agreement.

(4) The Corps will orient all FOLO staff with regard to Corps rules, regulations, and requirements particularly with regard to the project and facilities, safety, and appropriate emergency procedures. FOLO staff involved in visitor contact will receive additional orientation in regard to interpretive services. All orientation will be conducted prior to FOLO staff assumption of duties.

(5) FOLO staff may not wear the Corps uniform or items of clothing that resemble the uniform. FOLO staff, when working at duties that bring them into contact with the public, will wear visible identification that identifies them as FOLO staff members.

5. ASSIGNMENT. FOLO shall make no transfer or assignment of this agreement or any part thereof or interest therein, directly or indirectly, voluntary or involuntary, unless approved in writing by the Corps.

6. MODIFICATION AND AMENDMENTS. Modifications and amendments to this agreement in the form of supplemental agreements may be made from time to time upon the mutual written consent of the District Commander for the Corps and FOLO's Board of Directors.

7. DURATION.

a. Upon ratification, this agreement shall be effective for 5 years commencing on January 1, 2012. This agreement will renew for another 5-year period on the anniversary date of the last year unless notice of cancellation is given by either party before the date of renewal. Both parties reserve the right to terminate the agreement, or any part thereof, at any time with written notice. Prior to giving such notice, the party desiring to terminate the agreement will advise the other party of the reasons for termination.

b. In the event of termination of the lease and this agreement, any remaining funds generated on the premises will be returned to the Government within 30 days.

8. MISCELLANEOUS.

a. The rights and benefits conferred by this agreement shall be subject to the laws of the United States governing the Corps and to the rules and regulations promulgated hereunder whether now in force or hereafter enacted or provided; and the mention of specific restrictions, conditions, and stipulations herein shall not be construed as in any way impairing the general powers of supervision, regulation, and control by the Corps.

b. This agreement in no way obviates the responsibilities of the Corps or FOLO as may be required by a lease agreement. In situations where FOLO leases facilities or areas from the Corps, this agreement will automatically become null and void upon the termination or cancellation of the lease agreement.

c. The Corps and FOLO both agree that all of their individual activities shall be conducted in accordance with all applicable laws and regulations, both state and Federal, while ensuring such activities serves the public interest.

d. During each October of the lease period, the Corps will provide FOLO a list of potential projects that may be undertaken for protection and conservation of the leased property and related facilities. FOLO may select from the list or determine other such improvements as deemed appropriate for accomplishment within a negotiated timeframe.

9. FUNDS.

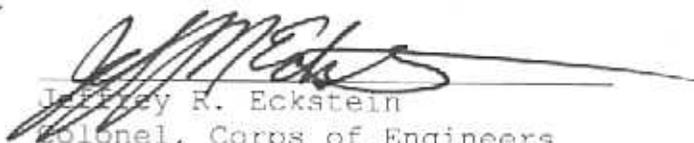
a. All revenues generated by FOLO from operations conducted on the premises must be utilized by FOLO to fulfill its responsibilities for the administration, maintenance, operation, and development of the premises.

b. FOLO may not retain monies and/or use it to pay costs incurred with regard to another property, or to pay the salaries/compensation for persons not directly engaged in the administration, maintenance, operation, or development of the leased premises.

10. AGREED TO THIS DATE.



Al Gathright
President
Friends of Lake Ouachita, Inc.



Jeffrey R. Eckstein
Colonel, Corps of Engineers
District Commander

5 Oct 2011

(DATE)

5 Oct 2011

(DATE)

EXHIBIT A

RESPONSIBILITY	FOLO	CORPS
RETAIL SALES		
Sales	X	
Inventory	X	
Operate sales area	X	
RECREATION AREA	X	X
O&M campsites	X	X
O&M shower	X	X
O&M entrance station	X	X
O&M shelters	X	X
O&M swim beach	X	X
O&M utility site service	X	X
O&M mowing and grounds maintenance	X	X
O&M collect user fees	X	X
O&M roads and parking areas	X	X
O&M water distribution system	X	X
O&M wastewater collection system	X	X
O&M boat ramp	X	X
O&M trailer dump station	X	X
MR&R campsites		X
MR&R shower houses		X
MR&R entrance station		X
MR&R roads and parking areas		X
MR&R water system		X
MR&R wastewater system		X
MR&R shelters		X
MR&R boat ramp		X
MR&R dump station		X
Enforce Title 36, Rules and Regulations		X
Visitor assistance	X	X
O&M interpretive services	X	X
AREA DEVELOPMENT PLAN	X	X
AREA FOREST MANAGEMENT		X
AREA SHORELINE MAINTENANCE		X

Operations and Maintenance (O&M): Routine maintenance activities of a repetitive or recurring nature will be a negotiated responsibility as defined above. Minor repairs and replacements include those of \$500.00 or less, per occurrence. The Corps and FOLO shall annually agree to an aggregate dollar limit to FOLO's O&M obligation which shall be expressed as a percentage of gross receipts less tax burden thereon.

Major Maintenance, Repairs, and Replacements (MR&R): Major repairs, replacements, nonrecurring, and nonroutine maintenance such as roof repairs, renovation, and rehabilitation of facilities and/or utility service replacement that exceed \$500.00 or more, per occurrence.

Utilities: Pay utility bills such as, but not limited to, water, electric, cable, phone, and satellite.

Park Operations: As defined in the Annual Operations Plan.

TYPICAL MINOR MAINTENANCE AND REPAIR WORK

Typical work examples herein are meant to be indicative of the type repairs or replacements that may be required for specific facilities. The examples are not all inclusive and may include items of work not shown herein.

Campsites. Site work, limited living area modifications, campsite furniture such as aluminum picnic tables, grills, etc.

Shower Houses. Interior painting and replace broken toilet, lavatories, toilet seats, etched mirrors, one partition, shower curtains, etc.

Entrance Station. Interior and exterior painting, broken windows, failed air conditioning unit, door replacement.

Picnic Shelters. Picnic table replacement, large grill repair/replacement, light fixture replacement, graffiti removal.

Swim Beach Equipment. Replace throw bag, throw ring, and loaner life jackets or re-attach swim area buoy line and/or replace one watermelon buoy.

Utility Site Service. Repair or replace damaged water outlet and damaged electrical service box with breakers included.

Mowing and Grounds Maintenance. One day of litter pickup along road shoulder and minor mowing around selected facilities/sites. This would include items such as minor limb/debris pick-up and disposal.

Collect User Fees. Repair or replace damaged day-use fee interior canister, painting day use vaults, remittance of funds to NRRS/Millington, posting fee collection informational signs.

Roads and Parking Areas. Filling small potholes, replacement of a parking block, fill edge ravel drop off, fill utility road crossings.

Water Distribution System. Minor repairs to jug filler stations, water fountains, showerheads, and water within facilities.

Boat Ramp. Posting of general and water safety information on ramp bulletin board and programming of LED sign.

Trailer Dump Station. Would allow for replacing signage, replacement of hose/nozzles, and open minor blockages at the dump station facility.