COOPERATIVE AGREEMENT BETWEEN

THE U.S. ARMY CORPS OF ENGINEERS

AND

THE FRIENDS OF RAYSTOWN LAKE

This Cooperative Agreement is for the mutual benefit of both parties and is between the United States Army Corps of Engineers, Baltimore District (hereinafter referred to as the Corps) and the Friends of Raystown Lake (hereinafter referred to as the Friends), acting through the President or the President's designee.

WITNESSETH:

WHEREAS, the Corps operates the Raystown Lake Project for public recreation and the understanding of the Corps mission; and,

WHEREAS, the Parties desire to update the Cooperative Agreement entered into by the parties on 25 March 1998; and,

WHEREAS, the Corps achieves its operational goals for natural resources management through a wide range of activities, programs, and events; and,

WHEREAS, the Corps operates its programs for the benefit of the public. The public requires information and facilities for the safe and appropriate use of Corps projects. This information is conveyed through a variety of interpretive media such as: programs, exhibits and displays which rely heavily upon the use of audio visual materials, photographs, models, interactive displays, lectures, artifacts and other materials which illustrate the Corps, its mission and activities in and around the Raystown Lake Project as well as the archaeological, natural and cultural history of the area; and,

WHEREAS, the Corps and the Friends mutually recognize there are significant national public benefits to a project which uses interpretive techniques and supports the Corps goals for interpretive education, perpetuation of national pride, preservation of national heritage, safety, and enjoyment of the people of the United States; and,

WHEREAS, the Corps natural resource management program fosters the stewardship of our natural and cultural environment; and,

WHEREAS, the Friends has as its purpose the enhancement of the environment through research, education and scientific activities, and intends to assist the Corps in the conduct of its natural resource management programs and activities; and,

WHEREAS, the Friends has as its purpose the interpretation for the public's benefit and education of the archaeological, natural, cultural, and historical environment, and the Friends intends to assist the Corps in its interpretive activities as Raystown Lake through the use of programs, exhibits, displays, and materials at the project; and,

WHEREAS, the Friends has the authority to assist the Corps in its presentation to the public of the natural, cultural, historical and project related features of the Raystown Lake Project through programs, exhibits, and materials;

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

WHEREAS, the Corps has the authority under 16 U.S.C.§ 460d, to enter into leases with qualifying cooperative associations for shared management of facilities;

WHEREAS, when not contrary to the public interest, the Corps has the authority under 10 U.S.C. § 2668, to grant easements for rights-of-way across public lands, upon such terms as the Corps deems advisable;

WHEREAS, the Corps has the authority, pursuant to the Federal Water Recreation Act, Public Law 89-72; The National Historic Preservation Act, as amended, Public Law 890665; The National Environmental Policy Act, Public Law 89-190; and the Archaeological Resource Protection Act, as amended, Public Law 96-95, to provide Natural Resources Management Programs, activities, and interpretive functions;

WHERAS, the Corps wishes to accept and the Friends wish to provide the hereinafter described shared management, maintenance, interpretive, and educational services to the visiting public at the Raystown Project as well as provide general improvements to the grounds and the facilities.

NOW THEREFORE, the parties agree as follows:

The Corps authorizes the Friends to provide, and the Friends agree to provide the following described interpretive and educational services, research and scientific services, and management and maintenance services to the visiting public and the Corps:

a. An educationally based lake environmental awareness event in concert with current federal, state and local initiatives.
b. Fishery and wildlife habitat improvement.
c. Interpretation and presentation of the Raystown Project features and activities.
d. Management (operations and maintenance) of mutually determined government property and facilities in accordance with the terms of real estate instruments for such property.

I. CORPS RESPONSIBILITIES

A. Timely Review and Approval.

The Corps agrees to review and give necessary approvals or disapprovals in a timely manner to the Friends for any and all proposals, programs, specials events, suggestions and other activities that the Friends might wish to engage in.

B. Use of Government Facilities.

1. Should the Friends, as part of its cooperative activities, require the use of Corps facilities at the project, the Corps agrees that in recognition of the services the Friends is contributing to the public, may provide at no cost to the Friends such facilities, utilities, janitorial services, and routine and general maintenance when incidental to the normal operation of the facility by the Corps.
2. Should the Friends require facilities, utilities, and services over and above what the government would normally require for operation of the facility, or area used by the Friends, the Friends may provide for and incur the costs of those services or facilities.

3. If the Friends and the government agree to the Friends' long term use of government owned real property, a separate license, easement, or lease instrument may be granted to the Friends for the use of government owned real property. Such instrument will not merge with this Agreement.

II. FRIENDS RESPONSIBILITIES.

A. Corporate Requirements.

1. The Friend's Articles of Incorporation and By-Laws shall comply with the requirements of the state(s) in which the Friends is incorporated. Non-profit 501 (c)(3) status must be maintained in accordance with state and Federal laws. The Friends will make available for inspection, at the request of the Corps, documents demonstrating non-profit status.

2. This agreement will automatically terminate if non-profit 501(c)(3) status is not maintained.

3. The Friends shall have liability insurance which indemnifies, saves, holds harmless, and defends the United States against all fines, claims, damages, losses, judgments and expenses arising out of, or from any omission, or activity of the Friends in connection with activities under this Agreement.

4. The Friends will exercise reasonable care to prevent damage to any Government property used, or occupied during its operation and shall, insofar as possible, protect all such property.

B. Interpretive Activities.

1. The Friends may offer educational and interpretive services which support the mission of the Corps and the project. This includes assisting, planning, designing, implementing and conducting interpretive and educational programs, activities and exhibits.

2. The Friends may offer scientific, research, maintenance and other services which support the mission of the Corps and their recreation and natural resource management program. This includes assisting, planning, designing, implementing and conducting scientific and maintenance programs, activities and exhibits as well as the operation of designated facilities.

3. The Friends will cooperate with the Corps in the following activities:

a. Produce and make available to visitors by sale or free distribution, suitable interpretive and educational literature and aids to increase the visitors understanding and appreciation of the natural history, cultural, historical, and man-made features of the project area (or other Corps site) and the Corps of Engineers.

b. Acquire specimens and objects pertaining to the history, cultures, environment, or recreational activities of the project area for the purpose of adding them to the exhibits or programs at Corps visitor centers (or other Corps facilities), and assist in preservation programs as appropriate.

c. Assist in the development and improvement of interpretive devices, and educational materials including signs, exhibits, materials, and audio-visual aids.

d. Assist in the sponsorship and coordination of professional workshops, training opportunities, and special events.

e. Assist in all practical ways the interpretive, educational and community programs of the Corps, such as Adopt-A-Park, Lake Cleanup Day, Wildlife Habitat Improvements, and other programs for the benefit of the American public.

C. Facility Management

1. The Friends may manage (operate and maintain) property under a shared responsibility agreement (real property lease, easement, or license) with the Corps of Engineers.

2. Fees from the operation of leased property will be collected, managed and utilized by the Friends to offset the cost of the leased property to the Friends in accordance with the terms of such lease(s).

D. Sales Option.

1. As part of this Agreement, the Friends may operate a sales area on a continuous or intermittent basis on Corps property. All such sales may be exclusive or in conjunction with another Corps approved association.

2. The Friends are hereby authorized to sell and 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. Raystown Lake Multipurpose Center, region and Corps. The Corps may request the Friends to sell specific items of interpretive value.

3. The Friends shall order, receive, inventory, stock and otherwise manage all items offered for sale and distribution.

4. The Friends will sell only items that are appropriate and of high quality. The Friends will not sell any item that has not been approved by the District Commander or his authorized representative. The Friends will sell items at their fair-market value and prices of said items will be submitted and approved in writing, in advance by the District Commander or his authorized representative.

5. The Friends 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 land owned or controlled by the United States.

6. The Friends will display the sales item in good taste and in keeping with the general design and décor of the facility which houses the sales area.

7. Friends' sales are restricted to a location approved by the Corps, which will be kept clean and presentable at all times.

E. Fiscal Management.

1. The Friends will conduct its fiscal operations in accordance with accepted business practices. This includes the appropriate use of a funds accountability system, purchase orders, receipts, invoices, and inventory records.

2. The Friends 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 Friends activities for the year.

3. The Corps may review the fiscal records of the Friends at any time during the term of this Agreement.

III. JOINT RESPONSIBILITIES

A. Donation of Interpretive Services or Manuals.

1. The Friends may, at the discretion of its officers, loan materials and services to the Corps. The Corps reserves the right to accept or decline without obligation, any service, or loan by the Friends.

2. The Corps will take reasonable precautions to protect items loaned by the Friends, but assumes no other responsibility for these items. The Corps will return loaned property or items as requested by the Friends.

B. Personnel

1. The Friends and the Corps shall each designate, in writing, a Friends member and a Corps person and alternate who will act as points of contact for the purpose of implementing this Agreement.

2. The Friends will provide such personnel as are reasonably necessary to conduct, operate, and manage its cooperative activities. This does not preclude Corps personnel, during the course of their normal duties, from assisting the Friends with nominal duties, including sales.

3. Corps personnel may not serve in voting capacity on the governing board, or as Treasurer for the Friends. Corps personnel may serve in an advisory capacity on the Friends' governing board or committees. Corps personnel may not act as the official representative of the Friends in any matter relating to the Corps, or the terms of this Agreement. If the Friends has a membership program, Corps personnel may join and participate in membership activities.

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

5. Friends employees and volunteers may not wear the Corps uniform, or items of clothing that resemble the uniform. Employees and volunteers of the Friends, when working at duties that bring them into contact with the public, will wear visible identification that identifies them as a Friends employee or volunteer.

IV. ASSIGNMENT

No transfer or assignment of this Agreement or any part thereof or interest therein, directly or indirectly, voluntary or involuntary, shall be made by the Friends unless approved in writing by the Corps.

V. MODIFICATIONS 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 the officers for the Friends.

VI. DURATION

This agreement shall be effective for five years commencing on the day following the ratification of this agreement by the Corps. This agreement will automatically renew for another five year period on October 1 of the last year, unless notice of cancellation is given by either party before the date of renewal. The Corps reserves the right to terminate the agreement, or any part thereof, at any time upon written notice. Prior to giving such notice, the Corps will meet with the Friends to set forth the reasons for such termination.

VII. MISCELLANEOUS

A. The rights and benefits conferred by this agreement shall be subject to the laws of the United States governing the Corps of Engineers and to the rules and regulations promulgated there under whether now in force or hereafter enacted or provided; and the mention of specific restrictions, conditions, and stipulations herein shall not be constructed 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 the Friends as may be required by a Lease Agreement would automatically become null and void upon the termination of cancellation of the Lease Agreement.

C. The Friends agrees that all its activities shall be conducted in accordance with all applicable laws and regulations, both state and Federal.

IN WITNESS WHEREOF, the Friends caused this agreement to be executed this 28Th day of JUNE, 2011.

FRIENDS OF RAYSTOWN LAKE

By _____

President

IN WITNESS WHEREOF, the Corps has caused this agreement to be ratified this 20th day of July, 2011.

UNITED STATES ARMY CORPS OF ENGINEERS

By _____

District Commander