

**Cooperative Agreement between the
US Army Corps of Engineers, Savannah District,
and
Outdoor Recreation & Outreach, Inc.**

This Cooperative Agreement is for the mutual benefit of both parties and is between the Savannah District, United States Army Corps of Engineers, (hereinafter referred to as the "Corps") and Outdoor Recreation & Outreach, Inc. (hereinafter referred to as "OR&O"), acting through the Chairman of the Board of Directors or the Board's designee.

WITNESSETH:

WHEREAS, the Corps operates three multipurpose reservoirs in the Savannah River basin in the states of Georgia and South Carolina to promote the Corps' missions, which include public recreation, environmental stewardship, flood control, and water supply and achieves its operational goals and missions through a wide range of activities, programs, and events;

WHEREAS, The Corps operates its program for the benefit of the public and 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 explain and interpret the Corps, its mission, and activities in and around Corps lakes as well as the archaeological, natural, and cultural history of the area;

WHEREAS, The Corps and OR&O mutually recognize that there are significant national public benefits from the operation of Corps lakes;

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

WHEREAS, OR&O is a Section 501(c)(3) non-profit corporation whose mission is enriching lives through outdoor recreation while providing for the sustainability of public parks, trails, and campground facilities. To accomplish this, OR&O collaborates with the Corps to provide recreation and educational opportunities, managing campground and recreational areas, and providing environmental education and interpretive programs;

WHEREAS, OR&O has the authority to assist the Corps in its presentation of the natural, cultural, historical, and project-related features of the Corps lakes to the public through programs, exhibits, and materials to create and implement programs to raise public awareness; to raise funds to support these activities; and to raise awareness through media and marketing;

WHEREAS, the Corps has authority pursuant to Section 4 of the 1944 Flood Control Act, as amended, Title 16 U.S.C. 460d, to permit the maintenance and operation of recreation facilities at water resource development projects by local interests and can enter into licenses and/or leases with non-profit organizations for park and recreational purposes, and has authority pursuant to Title 33 U.S.C. 2328, to enter into agreements with non-profit organizations for the cooperative operation and management of recreational facilities at water resources development projects and to accept contribution of funds, materials, and services from non-profit organizations for the same;

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 89-665; 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;

WHEREAS, the Corps wishes to accept and OR&O wishes to provide the hereinafter described interpretive, educational, and volunteer services and contributed funds, materials, supplies, and personal property to enhance the visiting public's experience at the Savannah District lakes;

NOW, THEREFORE, the parties agree as follows:

1. The Corps authorizes OR&O to provide, and OR&O agrees to provide, the hereinafter described interpretive, educational, and volunteer services and contributed funds, materials, supplies, and personal property to enhance the visiting public's experience at Savannah District lakes. OR&O 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 will 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 OR&O for any and all proposals, programs, special events, suggestions, and other activities in which OR&O might wish to engage.

b. Use of Government Facilities. A separate real estate instrument will be granted to OR&O for the use of Government owned real property. The instrument will not merge with the agreement. The rights and responsibilities of the Corps and OR&O with respect to Government owned real property will be as set forth in such real estate instrument.

3. OR&O RESPONSIBILITIES.

a. Corporate Requirements.

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

(2) This agreement and all leases or other real estate instruments between the Corps and OR&O will automatically terminate if non-profit 501(c)(3) status is not maintained.

(3) OR&O will 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 OR&O in connection with activities under this agreement.

(4) OR&O will exercise reasonable care to prevent damage to any Government property used, or occupied during its operation and will, insofar as possible, protect all such property.

b. OR&O Activities.

(1) OR&O can offer volunteer services and contributed funds, materials, supplies, and personal property which support the mission of the Corps and/or the project. This includes assisting, planning, designing, implementing, and conducting interpretive and educational programs, activities, and exhibits. OR&O may not contribute any funds generated on premises leased under 16 USC 460d; the use and management of such funds will be as described in such lease.

(2) OR&O can offer scientific, research, maintenance and/or other services which support the mission of the Corps and their natural resource management program. This includes assisting, planning, designing, implementing, and conducting scientific and/or maintenance programs, activities, and exhibits.

(3) OR&O 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 Corps lakes and the history and accomplishments of the Corps.

(b) Acquire specimens and/or objects pertaining to the history, cultures, environment, or recreational activities of the project or for the purpose of adding them to the exhibits or

programs at the lake's campgrounds, or other such educational facilities to 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 in the interpretive, educational, and community programs of the Corps for the benefit of the American public.

c. Sales Option.

(1) As part of this agreement, OR&O can operate a sales area on a continuous or intermittent basis at locations approved by the Operations Project Manager.

(2) OR&O is hereby authorized to sell and/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, visitor center, region, and Corps. The Corps can request OR&O to sell specific items of interpretive value.

(3) OR&O will order, receive, inventory, stock, and otherwise manage all items offered for sale and/or distribution.

(4) OR&O will sell only items that are appropriate and of high quality. OR&O will not sell any item that has not been approved by the Operations Project Manager. OR&O will sell items at their fair market value and prices of said items will be submitted and approved in writing, in advance by the Operations Project Manager.

(5) OR&O 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) OR&O will display the sales items in good taste and in keeping with the general design and decor of the facility which houses the sales area.

(7) OR&O sales are restricted to a location approved by the Corps, which will be kept clean and presentable at all times.

d. Fiscal Management.

(1) OR&O 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) OR&O will annually submit (within 135 days following the end of each fiscal year – September 30th) a complete financial report to the Corps which includes a written summary of OR&O activities for the year.

(3) The Corps can review the fiscal records of OR&O at any time during the term of this Agreement.

4. JOINT RESPONSIBILITIES.

a. Donation of Services, Personal Property, or Materials.

(1) OR&O can, at the discretion of its Board, loan materials, personal property, and/or donate services to the Corps. The Corps reserves the right to accept or decline without obligation, any service or loan offered by OR&O.

(2) The Corps will take reasonable precautions to protect items loaned by OR&O, but assumes no other responsibility for these items. The Corps will return loaned property or items as requested by OR&O.

b. Personnel.

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

(2) OR&O 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 OR&O with nominal duties, including sales.

(3) Corps personnel will not serve on the board, either as a voting member or non-voting member, including as an ex-officio member, or as an officer or official representative of a cooperating OR&O, friends group, or other USACE partner organization. However, USACE employees can serve as liaisons, in an advisory capacity, to partner organizations as part of their

official duties. Corps personnel cannot act as the official representative of OR&O in any matter relating to the Corps, or the terms of this Agreement. However, if OR&O has a membership program, Corps personnel can join and participate in membership activities in a personal capacity.

(4) The Corps will orient all OR&O personnel, staff, and/or volunteers with regard to Corps rules, regulations, and requirements, particularly with regard to the project and facilities, safety, and appropriate emergency procedures. OR&O 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) OR&O employees or volunteers cannot wear the Corps uniform, or items of clothing that resemble the uniform. Employees and volunteers of OR&O, when working at duties that bring them into contact with the public, will wear visible identification that identifies them as a OR&O employee or volunteer.

5. ASSIGNMENT. No transfer or assignment of this Agreement or any part thereof or interest therein, directly, or indirectly, voluntary or involuntary, can be made by OR&O unless approved in writing by the Corps.

6. MODIFICATION AND AMENDMENTS. Modifications and amendments to this agreement in the form of supplemental agreements can be made from time to time upon the mutual written consent of the District Commander for the Corps and the Board of Directors of OR&O.

7. DURATION. This agreement will be effective for 5 years commencing on the day following the ratification of this agreement by the Corps. This agreement will automatically renew for another 5-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 OR&O to set forth the reasons for such termination.

8. MISCELLANEOUS.

a. The rights and benefits conferred by this agreement will be subject to the laws of the United States governing the Corps and to the rules and regulations promulgated thereunder whether now in force or hereafter enacted or provided; and the mention of specific restrictions, conditions, and stipulations herein will not be construed in any way as 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 OR&O as will be required by a lease agreement. In situations where OR&O leases facilities or areas from the Corps, this agreement would automatically become null and void upon the termination or cancellation of the lease agreement.

c. OR&O agrees that all its activities will be conducted in accordance with all applicable laws and regulations, both state and Federal.

IN WITNESS WHEREOF, OR&O has caused this agreement to be executed this

7th day of June, 2012

Outdoor Recreation & Outreach, Inc.

By Michelle Muehlen 
Executive Director

IN WITNESS WHEREOF, the Corps has caused this agreement to be ratified this

29th day of MAY, 2012

Savannah District, US Army Corps of Engineers

By Jeffery M. Wall
Commander