

**Cooperative Agreement Between
The United States Army Corps of Engineers, Louisville District
And
Friends of Caesar Creek Cooperating Association**

This Cooperative Agreement is for the mutual benefits of both parties and is between the U. S. Army Corps of Engineers, Louisville District (hereinafter referred to as the "Corps"), and the Friends of Caesar Creek Association, a non-profit organization, (hereinafter referred to as the "Association"), acting through the Chairman of the Board of Directors or the Board's designee.

Witnesseth:

WHEREAS, the Corps operates the Caesar Creek Lake Visitor Center at Caesar Creek Lake, Ohio for public recreation and the understanding of the Corps missions at the Caesar Creek Project; and,

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

WHEREAS, the Corps operates its program 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 material, photographs, models, interactive displays, lectures, artifacts and other materials which illustrate the Corps, its missions and activities in and around Caesar Creek as well as the archeological, natural and cultural history of the area; and,

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

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

WHEREAS, the Association has as its purpose the interpretation for the public's benefit and education of the archeological, natural, cultural, and historical environment, and the Association intends to assist the Corps in its interpretive activities at Caesar Creek Lake through the use of its programs, exhibits, displays and materials. As resources become available the interpretive purpose of the Association may include C. J. Brown, Brookville, and William Harsha Lake Visitor Centers in the future. Thus, the Association shall be known as the Miami River Cooperating Association supporting Friends of Caesar Creek, Friends of Brookville, Friends of C. J. Brown and Friends of Harsha Lake.

WHEREAS, the Association has the authority to assist the Corps in its presentations to the public of the natural, cultural, historical and project related features of the Caesar Creek Lake through program, exhibits and materials.

WHEREAS, the Corps has authority, pursuant to 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 Archaeological Resource Protection Act, as amended, Public Law 96-95, to provide Natural Resources Management programs, activities and interpretive functions; and,

WHEREAS, the Corps wishes to accept, and the Association wishes to provide the hereinafter described interpretive and educational services to the visiting public at Caesar Creek Lake.

NOW THEREFORE, the parties agree as follows:

1. The Corps authorizes the Association to provide, and the Association agrees to provide, the hereinafter described interpretive and educational services; and/or research and scientific services and/or maintenance services to the visiting public.

2. CORPS RESPONSIBILITY.

A. Timely Review and Approval.

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

B. Use of Government Facilities

1. Should the Association, as part of its cooperative activities, require the use of Corps facilities at Miami River Projects, the Corps agrees, that in recognition of the services the Association is contributing to the public, provide at no cost to the Association 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 Association require facilities, utilize and services over and above what the government would normally require for the operation of the facility, or area used by the Association, the Association will reimburse the Corps at an agreed upon, but nominal cost in recognition of the services that the Association is contributing to the public.

3. ASSOCIATION RESPONSIBILITIES.

A. Corporate Requirements

1. The Association's Article of Incorporation and By-laws comply with the requirements of the state in which the Association is incorporated. Non-profit 501(c)(3) status must be maintained in accordance with state and federal laws. The Association 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 Association shall have liability insurance which indemnifies, saves, holds harmless, and defends the United States against all fines, claims, damages, losses, judgements and expenses arising out of, or from any omission, or activities of the Association in connection with activities under the agreement.
4. The Association 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 Association may offer educational and interpretive services that support the missions of the Corps and/or the projects. This includes assisting, planning, designing implementing and conducting interpretive and educational programs, activities and exhibits.
2. The Association may offer scientific research, maintenance and/or other services, which support the missions of the Corps and their natural resource management program. This includes assisting, planning, designing, implementing and conducting scientific research, maintenance programs, activities and exhibits.
3. The Association will cooperate with the Corps in the following activities:
 - a. Produce and make available to visitors by sale or free distribution, suitable interpretation 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(s) area and the Corps of Engineers.
 - b. Assist in the development and improvement of interpretive devices, and educational materials including signs, exhibits, material, and audio-visual aids.
 - c. Assist in the sponsorship and coordination of professional workshops, training opportunities and special events.
 - d. Assist in all practical ways with the interpretive, educational and community programs of the Corps and the project (s) for the benefit of the American public.
 - e. The Association may set up a contribution box at field offices, visitor centers and other appropriate locations. The box should fit into the decor of the facility and be approved by the Operations Manager. The contribution box will be locked and have a sign stating that the funds received will go to the Association and their use.

C. Sale Option.

1. As part of this Agreement, the Association may operate a sales area on a continuous or intermittent basis.

2. The Association 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 interpretation and educational themes of the project (s), visitor center region and Corps. The Corps may request the Association to sell specific items of interpretive value.
3. The Association shall order, inventory, stock, and otherwise manage all items offered for sale and/or distribution.
4. The Association will sell only items that are appropriate and of high quality. The Association will not sell any item that has not been approved by the Natural Resource Operations Manager or an authorized representative. The Association will sell items at their fair market value and prices of the said items will be submitted and approved in writing, in advance by the Operations Manager.
5. The Association 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. The Association may provide beverage vending machines in the Corps recreational areas to support and enhance the visitor services. The Operations Manager must approve the location of the machine (s).
7. The Association will display the sale items in good taste and in keeping with the general design and decor of the facility which houses the sale area.
8. Association sales are restricted to a location approved by the Corps, which will always be kept clean and presentable.

D. Fiscal Management.

1. The Association will conduct its fiscal operations in accordance with accepted business practice. This includes the appropriate use of a funds accountability system, purchase orders, receipts, invoices, and inventory records.
2. The Association shall annually (within 135 days following the end of each fiscal year) submit a complete financial report to the Corps that includes a written summary of the Association activities of the year.
3. The Corps may review the fiscal records of the Association at any time during the term of this Agreement.

4. JOINT RESPONSIBILITIES.

A. Donation of Interpretive Services or Material.

1. The Association may, at the discretion of its Governing Board, loan material and/or services to the Corps. The Corps reserves the right to accept or decline without obligation, any service or loan by the Association.
2. The Corps will take reasonable precautions to protect items loaned by the Association but assume no other responsibility for these items. The Corps will return loaned property or items as requested by the Association.

B. Personnel.

1. The Association and the Corps shall designate, in writing, an Association member and a Corps person and alternate who will act as points of contact for the purpose of implementing this Agreement.
2. The Association 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 Association with nominal duties, including sales.
3. Corps personnel may not serve in a voting capacity on the governing board, or as Treasurer for the Association. Corps personnel may serve in an advisory capacity on the Association's governing board or committees. Corps personnel may not act as the official representative of the Association in any matter relating to the Corps, or the terms of this Agreement. However, if the Association has a membership program, Corps personnel may join and participate in membership activities.
4. The Corps will orient all Association personnel, staff and/or volunteers with regards to Corps rules, regulations, and requirements, particularly with regard to the project and facilities, safety, and appropriate emergency procedures. Association staff and volunteer involved in visitor center contact will receive additional orientation in regard to interpretive services. All orientation will be conducted prior to assumption of duties.
5. Association employees or volunteers may not wear the Corps uniform, or items of clothing that resemble the uniform. Employees and volunteers of the Association, when working at duties that bring them into contact with the public, will wear visible identification that identifies them as an association employee or volunteer.

5. ASSIGNMENT.

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

6. MODIFICATIONS AND AMENDMENTS.

Modifications and amendment to this agreement in the form of Supplemental Agreements may be made from time to time upon mutual consent of the District Commander for the Corps

and the Board of Director of the Association.

7. 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 years 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 notice, the Corps will meet with the Association to set forth the reasons for such termination.

8. 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 thereunder whether now in force or hereafter enacted or provided; and 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 the Association as may be required by a Lease Agreement. In situations where the Association leases facilities or areas for the Corps, this Agreement would automatically become null and void upon the termination or cancellation of the Lease Agreement.

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

IN WITNESS WHEREOF, the Association has caused this agreement to be executed this

12th day of March, 2021.

FRIENDS OF CAESAR CREEK COOPERATING ASSOCIATION

By Steve M. Lee
President, Steve Lee

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

_____ day of _____, 2021.

UNITED STATES ARMY CORPS OF ENGINEERS

By _____
Col. Eric Crispino
District Commander