

COOPERATING ASSOCIATION AGREEMENT

BETWEEN THE U. S. ARMY CORPS OF ENGINEERS AND FRIENDS OF LAKE O' THE PINES

This Agreement is for the mutual benefit of both parties and is between the United States Army Corps of Engineers, Fort Worth District (hereinafter referred to as the "Corps") and Friends of Lake O' the Pines (an Association, hereinafter referred to as "Association"), acting through the Chairman of the Board of Directors or the Board's designee.

WITNESSETH:

WHEREAS, the Corps manages the Lake O' the Pines Project in the Big Cypress Basin of the Red River Drainage near Jefferson, Texas, for purposes of flood control, water supply, recreation, and conservation of natural resources; 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 program for 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 Lake O' the Pines as well as the archaeological, natural and cultural history of the area; and,

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

WHEREAS, the Association's stated purpose is to support the Corps with educational, interpretive, scientific, and conservation programs while ensuring, improving, and/or developing recreational opportunities such as hike and bike trails, paddle trails, and other opportunities as recognized to improve environmental and recreational enjoyment of Lake O' the Pines; and,

WHEREAS, the Association intends to assist the Corps in its interpretive, scientific, and conservation programs while ensuring, improving and/or developing recreational opportunities such as hike and bike trails, and other opportunities to improve environmental and recreational enjoyment of Lake O' the Pines; and,

WHEREAS, the Association has the authority to assist the Corps in its presentation to the public of the natural, cultural, historical and project related features of Lake O' the Pines through programs, exhibits and materials; 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 non-profit organizations for park and recreational purposes; and,

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 Resource 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 Lake O' the Pines;

NOW, THEREFORE, the parties agree as follows:

- I. The Corps authorizes the Association to provide, and the Association agrees to provide educational, interpretive, scientific, and conservation programs while ensuring, improving and/or developing recreational opportunities such as hike and bike trails, paddle trails, and other opportunities as recognized to improve environmental and recreational enjoyment of Lake O' the Pines.

II. CORPS RESPONSIBILITIES

- A. Timely Review and Approval. The Corps agrees to review and give necessary approvals or disapprovals 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 and Equipment

1. Should the Association, as part of its cooperative activities, require the use of Corps facilities at the Lake O' the Pines Project, 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 equipment, facilities, utilities and services over and above what the government would normally require for operation of the facility, or area used by the Association, the Association will reimburse, or provide in-kind services to the Corps at an agreed upon, but nominal cost in recognition of the services that the Association is contributing to the public. Equipment, primarily hand tools typically used in the volunteer program will be provided for use and will be accounted for the same as other volunteer equipment. Training and safety needs for equipment use will be provided the same as for the volunteer program.
3. A separate real estate instrument or an appropriate permit will be granted to the Association for the use of government owned real property. The instrument will not merge with the Agreement.

III. ASSOCIATION RESPONSIBILITIES

A. Corporate Requirements

1. The Association's Articles of Incorporation and By-Laws shall comply with the requirements of the State of Texas. 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 annually with submission of financial documents.
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, judgments and expenses arising out of, or from any omission, or activity of the Association in connection with activities under this Agreement. Proof of this insurance shall be provided annually with submission of financial documents.
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 periodically offer educational and interpretive services which support and supplement the mission of the Corps and/or the project. 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 mission of the Corps and their natural resource management program. This includes assisting, planning, designing, implementing and conducting scientific, maintenance and recreational 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 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 Lake O' the Pines area and the Corps of Engineers.
 - b. Acquire specimens and/or objects pertaining to the history, cultures, environment, or recreational activities of the project area for the purpose of adding them to the exhibitory or programs at the Lake O' the Pines Project and assist in preservation programs as appropriate (in accordance with all federal and state regulations).

- 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 and non-professional citizen workshops, training and opportunities and special events.
- e. Assist in all practical ways the interpretive, educational and community programs of the Corps and the Lake O' the Pines Project for the benefit of the American public.

C. Sales 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 interpretive and educational themes of the Lake O' the Pines Project Office, Region and Corps. The Corps may request the Association to sell specific items of interpretive value.
3. The Association shall order, receive, 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 and value. The Association will not sell or distribute any item that has not been pre-approved in writing by the District Commander or his authorized representative in writing.
5. The Association will not sell any original artifacts, sacred items, or antiquities to which the Archaeological Resources 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 will display the sales items in good taste and in keeping with the general design and décor of the facility which houses the sales area.

7. Association sales are restricted to a location/locations approved by the Corps, which will be kept clean and presentable at all times.
8. Money—If money is collected, other than a donation box, a safe and/or locking money bags will be required, and all association funds will be stored in a secured area agreed upon in writing. At the close of business each day, Association funds should either be stored in a safe to which only the Association has the combination or removed offsite at the close of each business day. The Association will be responsible for providing the safe; the safe will be located in an area approved by the Corps. The Corps shall have no responsibility or liability for any Association funds kept onsite. Pre-approved record keeping will be in place and kept up at individual points of sales, and at times that funds are removed from the office by the Association. All fund transfers will require signatures and receipts of, and for both Association and Corps personnel.
9. Donation Box—If a donation box is kept on the property, the location will be determined per agreement with the lake manager. The donation box must be clearly marked to identify who handles the proceeds and for what purpose.

D. Fiscal Management

1. The Association 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 Association shall annually submit by 15 October a complete financial report to the Corps which includes a written summary of Association activities for the year. The annual submittal will include number of volunteer hours expended, along with a breakdown of what projects the volunteer hours were expended upon. The submittal shall be sent electronically to the Lake Manager and the Operations Project Manager (OPM). The 15 October date facilitates the Corps data collection necessary for the annual Natural Resource Management (NRM) Assessment deadline for submission.
3. The Corps may review the fiscal records of the Association at any time during the term of this Agreement.

4. The Association and Corps shall have an annual meeting sometime between 15 October and 15 November to serve two primary purposes. First, to review the activities and accomplishments of the previous fiscal year which started on 1 October and ended on 30 September. At the meeting the Association will provide a presentation summarizing its accomplishments for the previously completed fiscal year's activities. Secondly, the meeting will give the Association and Corps an opportunity to discuss and establish goals, strategies and projects planned for the upcoming fiscal year. The results of this meeting shall be submitted as a written plan and submitted to the Lake Manager and the OPM within 15 business days following the meeting
5. The Association and Corps may either call meetings at agreed upon times as determined necessary throughout the year to take advantage of opportunities, needs and grants that may arise

IV. JOINT RESPONSIBILITIES

A. Donation of Interpretive Services or Materials.

1. The Association may, at the discretion of its Governing Board, loan materials and/or services to the Corps. The Corps reserves the right to accept or decline without obligation, any service, or loan of materials by the Association.
2. The Corps will take reasonable precautions to protect items loaned by the Association but assumes 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 each designate, in writing, an Association member and a Corps representative and alternate (approved by the Lake Manager), who will act as points of contact for the purpose of implementing this Agreement. The designation must be sent by email to the Lake Manager and OPM at the beginning of the relationship, and within 10 business days of any change in direction.

2. The Association will provide such personnel as reasonably necessary to conduct, operate and manage its cooperative activities.
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 regard to Corps rules, regulations, and requirements, particularly with regard to the project and facilities, safety, and appropriate emergency procedures. All association personnel, staff and volunteers will be considered USACE volunteers while on Corps property or working on behalf of USACE and will receive appropriate volunteer training. Association staff and volunteers involved in visitor contact will receive additional orientation in regard to customer service and interpretive services. All orientation will be conducted prior to assumption of duties. Association personnel will receive a Position Hazard Analysis (PHA), and an Activity Hazard Analysis (AHA) as necessary from the Lake O' the Pines Volunteer Coordinator, and the Corps will provide any specialized training determined necessary. These documents and training records shall be maintained in the Project's Volunteer Program files.
5. Association members, or volunteers may not wear the Corps uniform, or items of clothing that resemble the uniform. Employees and volunteers of the Association, when working duties that bring them into contact with the public, will wear visible identification that identifies them as an Association member and/or volunteer.

V. 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 Association unless approved in writing by the Corps.

VI. 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 Board of Directors of the Association.

VII. DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both parties. The parties shall each pay 50 percent of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

VIII. TERM OF AGREEMENT

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 a 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 Association to set forth the reasons for such termination.

IX. 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 thereunder 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 the Association as may be required by a Lease Agreement. In situations where the Association 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. 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 August day of 5th, 2021.

FRIENDS OF LAKE O THE PINES (An Association)

By Red Rockwell
Chairperson, Board of Directors

IN WITNESS WHEREOF, the Corps has caused this agreement to be ratified
this 30 day of June, 2021.

UNITED STATES ARMY CORPS OF ENGINEERS

By [Signature]
District Commander, Fort Worth District

30 JUN 2021