

23 July 2014

MEMORANDUM FOR Commander

SUBJECT: Eastern National Cooperation Agreement at the Cape Cod Canal

1. Eastern National has expressed interest in continuing to provide services to the Corps at the Cape Cod Canal Visitor Center in Sandwich, MA. Enclosed is an updated version of the existing Cooperative Agreement for your review and approval. The updated Agreement follows the guidelines established in ER 1130-2-500, Chapter 9, and defines the functions and responsibilities of each party. The Agreement has already been signed on behalf of Eastern National.
2. Eastern National is a non-profit organization that provides educational products and services to National Parks and other public trusts, including Corps projects and facilities. The updated Cooperative Agreement will allow Eastern National to continue to provide the sale of books, publications and pamphlets at the Cape Cod Canal Visitor Center. Educational and interpretive materials sold to the public will relate directly to the Cape Cod Canal's recreational, cultural, educational, and maritime mission.
3. Please sign both copies of the attached Agreement on behalf of the Corps. Per the enclosed North Atlantic Division Routine Operations and Maintenance Review Plan, dated October 2011, this Agreement has been reviewed for sufficiency by Resource Management and Office of Counsel.
4. Any questions or comments regarding this matter may be addressed to Kimberly Russell at extension 779.

FEDELE.FRANCIS.J.1228588993  
IS.J.1228588993

Digitally signed by  
FEDELE.FRANCIS.J.1228588993  
DN: c=US, o=U.S. Government, ou=DoD,  
ou=PKI, ou=USA,  
cn=FEDELE.FRANCIS.J.1228588993  
Date: 2014.07.24 12:46:15 -04'00'

FRANCIS J. FEDELE  
Chief, Operations Division

Encls

CF:  
CENAE-CC

## MEMORANDUM to Resource Mangement

SUBJECT: Eastern National Cooperative Agreement at Cape Cod Canal

## 1. References:

- a. North Atlantic Division Routine Operations and Maintenance Review Plan
- b. Eastern National Cooperative Agreement
- c. ER 1130-2-500, Chapter 9

2. As you may know, and as referenced in the enclosed North Atlantic Division Routine Operations and Maintenance Review Plan, Appendix B, Resource Management may review Cooperative Agreements for sufficiency prior to final approval by the District Commander.

3. Eastern National has expressed interest in continuing to provide services to the Corps at the Cape Cod Canal Visitor Center in Sandwich, MA, and Operations Division is interested in continuing this relationship. Enclosed is an updated version of the existing Cooperative Agreement, signed April 10, 2002, for your review and concurrence. This updated Agreement follows the guidelines established in the enclosed ER 1130-2-500, Chapter 9, and defines the functions and responsibilities of each party.

4. Eastern National is a non-profit organization that provides educational products and services to National Parks and other public trusts, including Corps projects and facilities. The updated Cooperative Agreement with Eastern National will continue to allow the organization to provide the sale of books, publications and pamphlets at the Cape Cod Canal Visitor Center in Sandwich, MA. Educational and interpretive materials sold to the public will relate directly to the Cape Cod Canal's recreational, cultural, educational, and maritime mission.

5. Section 8, Part D, of the enclosed Agreement permits Eastern National to collect donations at the Cape Cod Canal Visitor Center by means of a locked donations box. All donations will be handled solely by the association for their use, and all donated funds will go to the association, not the Corps.

6. Any questions or comments regarding this matter may be addressed to Kimberly Russell at extension 779.

FEDELE.FRANC  
IS.J.1228588993

Digitally signed by  
FEDELE FRANCIS J.1228588993  
DN: cn=US, o=U.S. Government, ou=DoD,  
ou=PKI, ou=USA,  
cn=FEDELE FRANCIS J.1228588993  
Date: 2014.06.09 06:37:08 -0400

Encls

Francis J. Fedele  
Chief, Operations Division

CENAE-RM,



Concur



Non-concur

HENDERSON.ROB  
ERT.A.1068069684

Digitally signed by  
HENDERSON.ROBERT.A.1068069684  
DN: cn=US, o=U.S. Government, ou=DoD,  
ou=PKI, ou=USA,  
cn=HENDERSON.ROBERT.A.1068069684  
Date: 2014.07.14 11:27:44 -0400



July 17, 2014

U.S. Army Corps of Engineers  
New England District  
Operations Division  
696 Virginia Rd  
Concord, Ma 01742  
Attn: Kimberly A. Russell

RE: Cooperative Agreement Between The U.S. Army Corps of Engineers and Eastern National

Dear Kimberly:

Attached is a signed copy of the Cooperative Agreement Between The U.S. Army Corps of Engineers and Eastern National for the Cape Cod Canal Visitor Center at the Cape Cod Canal Project in Barnstable County. I have enclosed two signed hard copies of the Agreement. Please sign both and return one of the signed copies to:

Eastern National  
470 Maryland Drive, Suite 1  
Fort Washington, PA 19034  
Attention: Jack Ryan

We are pleased to be able to renew our arrangement with the Army Corps of Engineers at Cape Cod Canal and we look forward to working with you in the future.

Regards,

A handwritten signature in black ink, appearing to read "John F. Ryan", is written over a horizontal line.

John F. Ryan  
Chief Administration Officer

**COOPERATIVE AGREEMENT BETWEEN THE  
U.S. ARMY CORPS OF ENGINEERS AND  
EASTERN NATIONAL**

This Cooperative Agreement is for the mutual benefit of both parties and is between the United States Army Corps of Engineers, New England District (hereinafter referred to as the "Corps") and Eastern National (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 Cape Cod Canal Visitor Center at the Cape Cod Canal Project in Barnstable County, MA, for public recreation and the understanding of the Corps mission at the Cape Cod Canal Visitor Center, New England District; 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 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 Cape Cod Canal 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 visitor center, 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 has as its purpose the enhancement of the environment through education and interpretive outreach and intends to assist the Corps in the conduct of its natural resource management programs and activities; 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 the Cape Cod Canal through the use of its programs, exhibits, displays, and materials the Cape Cod Canal Visitor Center:

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 the Cape Cod Canal through programs, exhibits and materials;

WHEREAS, the Corps has authority, pursuant to Section 4 of the 1944 Flood Control Act, 16 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;

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 the Association wishes to provide the hereinafter described interpretive and educational services to the visiting public at the Cape Cod Canal Visitor Center.

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 to the visiting public.

2. **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

1. Should the Association, as part of its cooperative activities, require the use of Corps facilities at the Cape Cod Canal Visitor Center, 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, 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 the Corps at an agreed upon, but nominal cost in recognition of the services that the Association is contributing to the public.

3. Depending on the Association's use of the facility, a separate real estate instrument may be needed for the use of government owned real property. The instrument will not merge with the Agreement.

### 3. ASSOCIATION RESPONSIBILITIES.

#### A. Corporate Requirements.

1. The Association's Articles of Incorporation and By-Laws shall comply with the requirements of the state(s) 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, judgments and expenses arising out of, or from any omission, or activity of the Association in connection with activities under this 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 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.

2. 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 project area and the Corps of Engineers.

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

c. Assist in all practical ways the interpretive, educational and community programs of the Corps and the 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 project, visitor center (or other facility), 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. The Association will not sell any item that has not been approved by the District Commander or his authorized representative. The Association 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 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 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. Association sales are restricted to a location approved by the Corps, which will be kept clean and presentable at all times.

### 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 (within 135 days following the end of each fiscal year) a complete financial report to the Corps which includes a written summary of Association activities for 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 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 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 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 regard to Corps rules, regulations, and requirements, particularly with regard to the project and facilities, safety, and appropriate emergency procedures. Association 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. 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 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.



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 the Board of Directors 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 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 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 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.

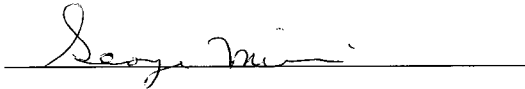
C. The Association agrees that all its activities shall be conducted in accordance with all applicable laws and regulations, both state and Federal.

D. The Association may place a donations box at the Cape Cod Canal Visitor Center. The Association shall maintain the donations box, and all funds collected will be handled solely by the Association. The donations box shall be locked and clearly labeled with the Association's name and a statement that the donated funds will go to the Association, not the Corps, for their use. All donations will be voluntary, and shall not be required for touring the Visitor Center, receiving brochures or pamphlets, or any other services.

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

17<sup>th</sup> day of July, 20  .

EASTERN NATIONAL

BY 

George Minnucci  
Chief Executive Officer, Eastern National

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

28 day of July, 2014.

UNITED STATES ARMY CORPS OF ENGINEERS

BY 

Charles P. Samaris  
Colonel, Corps of Engineers  
District Engineer