

**Cooperative Agreement between the
U.S. Army Corps of Engineers, Savannah District,
and the
Cradle of Forestry in America Interpretive Association**

This Cooperative Agreement is for the mutual benefit of both parties and is between the United States Army Corps of Engineers, Savannah District (hereinafter referred to as the "Corps") and the Cradle of Forestry in America Interpretive Association (hereinafter referred to as the "CFAIA"), 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 the CFAIA 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, the CFAIA is a Section 501(c)(3) non-profit corporation that has as its purposes the improvement of recreation operations and facilities, providing environmental education while facilitating an understanding of American forest and waters ecosystems to enhance the lives of the American public. To accomplish this, the CFAIA collaborates with the U.S. Army Corps of Engineers to provide recreation and educational opportunities, managing campground and recreational areas and providing environmental education and interpretive programs.

WHEREAS, the CFAIA 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 may 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 the CFAIA 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 the CFAIA to provide, and the CFAIA 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. The CFAIA 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 shall 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 the CFAIA for any and all proposals, programs, special events, suggestions and other activities in which the CFAIA might wish to engage.

B. Use of Government Facilities.

A separate real estate instrument will be granted to the CFAIA for the use of government owned real property. The instrument will not merge with the Agreement. The rights and responsibilities of the Corps and the CFAIA with respect to government owned real property shall be as set forth in such real estate instrument.

3. CFAIA RESPONSIBILITIES

A. Corporate Requirements.

1. The CFAIA's Articles of Incorporation and By-Laws shall comply with the requirements of the state(s) in which the CFAIA is incorporated. Non-profit 501(c)(3) status must be maintained in accordance with state and Federal laws. The CFAIA 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 the CFAIA will automatically terminate if non-profit 501(c)(3) status is not maintained.

3. The CFAIA 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 CFAIA in connection with activities under this Agreement.

4. The CFAIA 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. CFAIA Activities.

1. The CFAIA may offer volunteer and staff 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. The CFAIA may not contribute any funds generated on premises leased under 16 USC 460d; the use and management of such funds shall be as described in such lease.

2. The CFAIA 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 and/or maintenance programs, activities and exhibits.

3. The CFAIA 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 U.S. Army Corps of Engineers.

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 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, the CFAIA may operate a sales area on a continuous or intermittent basis at locations approved by the Operations Project Manager.

2. The CFAIA 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 may request the CFAIA to sell specific items of interpretive value.

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

4. The CFAIA will sell only items that are appropriate and of high quality. The CFAIA will not sell any item that has not been approved by the Operations Project Manager. The CFAIA 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. The CFAIA 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 CFAIA 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. CFAIA 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 CFAIA 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 CFAIA shall 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 CFAIA activities for the year.

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

4. JOINT RESPONSIBILITIES.

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

1. The CFAIA may, 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 the CFAIA.

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

B. Personnel.

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

2. The CFAIA 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 CFAIA with nominal duties, including sales.

3. Corps personnel may 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 CFAIA, friends group, or other USACE partner organization. However, USACE employees may serve as liaisons, in an advisory capacity, to partner organizations as part of their official duties. Corps personnel may not act as the official representative of the CFAIA in any matter relating to the Corps, or the terms of this Agreement. However, if the CFAIA has a membership program, Corps personnel may join and participate in membership activities in their personal capacity.

4. The Corps will orient all CFAIA 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. CFAIA 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. CFAIA employees, or volunteers may not wear the Corps uniform, or items of clothing that resemble the uniform. Employees and volunteers of the CFAIA, when working at duties that bring them into contact with the public, will wear visible identification that identifies them as a CFAIA 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 CFAIA 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 CFAIA.

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 CFAIA 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 CFAIA as may be required by a Lease Agreement. In situations where the CFAIA 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 CFAIA agrees that all its activities shall be conducted in accordance with all applicable laws and regulations, both state and Federal.

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

9th day of July, 2011

Cradle of Forestry in America Interpretive Association

By 
Chairman of Board

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

6 day of September, 2011

U.S. Army Corps of Engineers, Savannah District

By 
District Commander