

**Cooperative Agreement between the
US Army Corps of Engineers, Hartwell Lake,
and the
Southern Off Road Bicycle Association, Athens Chapter**

This Cooperative Agreement is for the mutual benefit of both parties and is between the United States Army Corps of Engineers, Hartwell Dam and Lake (hereinafter referred to as the "Corps") and the Southern Off Road Bicycle Association, Athens, Georgia Chapter (hereinafter referred to as "SORBA"), acting through the Chairman of the Board of Directors or the Board's designee.

WITNESSETH:

WHEREAS, the Corps operates Hartwell Dam and Lake 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, hydropower 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 Hartwell Lake as well as the archaeological, natural and cultural history of the area;

WHEREAS, The Corps and SORBA mutually recognize that there are significant national public benefits from the operation of Hartwell Lake;

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

WHEREAS, SORBA is a member-based, 501(c)(3) nonprofit organization devoted to promoting land access, trail preservation, and new trail development in order to enhance mountain bike touring, racing, fun, and fellowship for all mountain bicyclists in the southeastern United States. SORBA-Athens serves as the official voice of mountain biking in the mid-Georgia area acting as liaison to local government and private landowners in order to preserve access to trails, as well as encouraging new trail development. To accomplish this, SORBA collaborates with the Corps to provide recreation and educational opportunities, trail maintenance and planning, and fundraising activities.

WHEREAS, SORBA has the authority to assist the Corps in its presentation of the natural, cultural, historical and project-related features of Hartwell Lake to the public through programs, exhibits and materials to create and implement programs to raise public awareness; to raise funds in support of 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 contributed 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, 33 U.S.C. § 2325 and 2328 authorizes the Corps to accept contributions in connection with carrying out a water resources project for environmental protection and restoration or a water resources projects for recreation;

WHEREAS, EP 1130-2-500, Chap 11-3(k) authorizes cooperating associations to install contributions boxes at appropriate project locations;

WHEREAS, the Corps wishes to accept and SORBA wishes to provide the hereinafter described recreational, educational, and volunteer services and contributed funds, materials, supplies, and personal property to enhance the visiting public's experience at the Hartwell Lake;

NOW, THEREFORE, the parties agree as follows:

1. The Corps authorizes SORBA to provide, and SORBA agrees to provide, the hereinafter described interpretive, educational, and maintenance services to enhance the visiting public's experience at Savannah District Lakes.

2. CORPS RESPONSIBILITIES.

a. Timely Review and Approval. The Corps agrees to review and give necessary approvals or disapprovals in a timely manner to SORBA for any and all proposals, programs, special events, suggestions and other activities in which SORBA might wish to engage.

b. Use of Government Facilities.

(1) Should SORBA, as part of its cooperative activities, require the non-intrusive use of Corps facilities at Payne's Creek Park for the display or distribution of materials to educate visitors, the Corps agrees that in recognition of the services SORBA is contributing to the public, to provide at no cost to SORBA such facilities, utilities, janitorial services, and routine and general maintenance when incidental to the normal operation of the facility by the Corps.

(2) Should SORBA require facilities, utilities and services over and above what the government would normally require for operation of the facility, or area used, SORBA will reimburse the Corps at an agreed upon, but nominal cost in recognition of the services that SORBA has contributed to the public.

(3) A separate Real Estate instrument will be granted to SORBA for the use of government-owned real property should such use be deemed appropriate by the parties. The instrument will not merge with this agreement.

3. SORBA RESPONSIBILITIES.

a. Corporate Requirements.

(1) SORBA's Articles of Incorporation and By-Laws shall comply with the requirements of the state(s) in which SORBA is incorporated. Non-profit 501(c) (3) status must be maintained in accordance with state and Federal laws. SORBA 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) SORBA 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 SORBA in connection with activities under this Agreement.

(4) SORBA 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. SORBA Activities.

(1) SORBA may conduct fundraising activities and offer volunteer services and materials, supplies, and personal property which support the mission of the Corps and/or the project. This includes assisting with the planning, design, and execution of trail work and fundraising through contributions, donations, and special events. SORBA may install contribution boxes provided that such boxes are accompanied by signage that states that the funds received go to the association and their use.

(2) SORBA will cooperate with the Corps in the following activities:

(a) Assist in the development and improvement of trail resources at Paynes Creek Park.

(b) Assist in the sponsorship and coordination of educational workshops, training opportunities and special events.

(c) Assist in all practical ways the interpretive, educational and recreation programs of the Hartwell Lake and Payne's Creek Trail for the benefit of the American public.

c. Sales Option.

(1) As part of this Agreement, SORBA may operate a sales area on a continuous or intermittent basis at locations approved by the Operations Project Manager.

(2) SORBA 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, Paynes Creek Trail, region, and Corps. The Corps may request SORBA to sell specific items of interpretive value.

(3) SORBA shall order, receive, inventory, stock, and otherwise manage all items offered for sale and/or distribution.

(4) SORBA will sell only items that are appropriate and of high quality. SORBA will not sell any item that has not been approved by the Operations Project Manager. SORBA 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) SORBA 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) SORBA 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) SORBA sales are restricted to a location approved by the Corps, which will be kept clean and presentable at all times.

d. Fiscal Management.

(1) SORBA 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) SORBA 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 SORBA activities for the year.

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

4. JOINT RESPONSIBILITIES.

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

(1) SORBA 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 SORBA.

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

b. Personnel.

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

(2) SORBA 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 SORBA 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 SORBA, 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 SORBA in any matter relating to the Corps, or the terms of this Agreement. However, if SORBA has a membership program, Corps personnel may join and participate in membership activities in their personal capacity.

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

7. DURATION. This agreement shall 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.

8. 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 SORBA as may be required by a lease agreement. In situations where SORBA leases facilities or areas from the Corps, this agreement would automatically become null and void upon the termination or cancellation of the lease agreement.

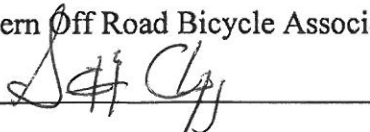
c. SORBA agrees that all its activities shall be conducted in accordance with all applicable laws and regulations, both state and Federal.

IN WITNESS WHEREOF, SORBA has caused this agreement to be executed this

29 day of September, 2011

Southern Off Road Bicycle Association - Athens

By



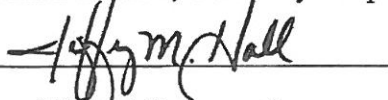
Executive Director

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

28 day of SEPTEMBER, 2011

Savannah District, US Army Corps of Engineers

By



District Commander