

STAFF ACTION COVER SHEET												
SUBJECT: For Commander signature – Cooperating Association Agreement with SORBA at J. Strom Thurmond Project.								TYPE: ☒ ACTION ☐ INFORMATION				
ROUTING												
7		ZA			ACEIT			EN			RE	
		ZB			CC			IR			RM	
6		ZP			CD	4	PARKER- CREWS ALYSON.R. 1239525012	OC			SL	
5		ZC			CPAC	3	MONTONE, MICHAEL G. 1228807636	OP			SO	
					CT			RD			ULA	
					EE			PMH			PMC	
					Ass't Chief, P3MD			PMX			PMP	
						2	MONTONE, MICHAEL G. 1228807636	OPL			PMM	
									1	MONTONE, MICHAEL G. 1228807636	OPL-N	
PURPOSE: For Commander's review and signature - Cooperating Association Agreement between USACE, Savannah District and SORBA for the maintenance of Bartram Trail at J. Strom Thurmond Project.												
SUMMARY: District Commanders have the authority to enter into cooperating association agreements in accordance with ER 1130-2-500. Staff at J. Strom Thurmond Project wish to renew their agreement with Southern Off-Road Bicycle Association for the maintenance of Bartram Trail. This partnership leverages SORBA's commitment to provide the labor and materials necessary to maintain and improve the Bartram Trail on J. Strom Thurmond project lands, saving significant government resources, enhancing public recreation and educational outreach in support of the USACE mission, all while ensuring the trail remains in excellent condition for public use.												
RECOMMENDATION: Recommend approval. If in agreement w/ enclosed documents please sign, or if you have any questions, please contact Action Officer listed below. Thank you.												
COORDINATION												
OFFICE	NAME				EXTENSION		OFFICE	NAME				EXTENSION
OPL-N	Alyson Parker				434-300-8454							
OC	Molly Hammersmith				5952							
ACTION OFFICER (Signature, Office Symbol, Phone No.): PARKER- CREWS.ALYSON.R. Digitally signed by PARKER- CREWS ALYSON.R.1239525012 Date: 2026.03.26 08:43:43 -04'00' CESAS-OPL-N 1239525012 434-300-8454								DIVISION / OFFICE CHIEF'S INITIALS MONTONE, MICHAEL G. 1228807636 Digitally signed by MONTONE, MICHAEL G. EL.G.1228807636 Date: 2026.05.13 10:53:56 -04'00'		DATE: 13-May		

COOPERATING ASSOCIATION AGREEMENT BETWEEN
THE U.S. ARMY CORPS OF ENGINEERS
AND
THE SOUTHERN OFF-ROAD BICYCLE
ASSOCIATION – CENTRAL SAVANNAH RIVER AREA CHAPTER

This 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 "USACE") and the Southern Off-Road Bicycle Association - Central Savannah River Area chapter (hereinafter referred to as the "Association"), acting through the Chairman of the Board of Directors or the Board's designee.

WITNESSETH:

WHEREAS, USACE operates the Bartram Trail at the J. Strom Thurmond Dam and Lake Project, GA, for public recreation and the understanding of the USACE mission at Thurmond Lake; and,

WHEREAS, USACE operates its program for the benefit of the public. The public requires information and facilities for the safe and appropriate use of USACE 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 USACE, its mission and activities in and around the J. Strom Thurmond Project as well as the archaeological, natural and cultural history of the area; and,

WHEREAS, USACE has authority, pursuant to Section 4 of the 1944 Flood Control Act, 16 USC 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, USACE 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, any revenues collected from the Association's activities or donations in relation to the Bartram Trail, as part of this agreement, will be used to support the continued operations of the Association and USACE management efforts as detailed in this agreement.

NOW, THEREFORE, the parties agree as follows:

1. USACE authorizes the Association to provide, and the Association agrees to provide, the hereinafter described maintenance services to USACE.

A. Maintenance Services

1. In cooperation with USACE, help maintain the Bartram Trail from West Dam to Keg Creek.

2. In cooperation with USACE, help maintain West Dam, Lake Springs, Petersburg, and Keg Creek trailheads and associated facilities.

2. USACE RESPONSIBILITIES

A. Timely Review and Approval

USACE agrees to review and give necessary approvals or disapprovals in a timely manner to the Association for 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 activities, require the use of USACE facilities at the J. Strom Thurmond Visitor Center USACE 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 USACE.

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 USACE at an agreed upon cost in recognition of the services that the Association is contributing to the public.

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) status must be maintained in accordance with state and Federal laws. The Association will make available for inspection, at the request of USACE, documents demonstrating non-profit status.

2. This agreement will automatically terminate if non-profit 501(c) 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 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 USACE and/or the project. This includes assisting, planning, designing, implementing, and conducting interpretive and educational programs, activities, and exhibits.

2. The Association may offer maintenance and/or other services which support the mission of USACE and their natural resource management program. This includes assisting, planning, designing, implementing, and conducting scientific and/or maintenance programs, activities, and exhibits.

3. The Association will cooperate with USACE 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 the sponsorship and coordination of professional workshops, training opportunities and special events.

d. Assist in all practical ways the interpretive, educational and community programs of USACE and the project (or other USACE site) for the benefit of the American public.

C. Donations

1. Through this ongoing written Agreement, USACE authorized the placement of one fundraising partner's donation box at the Petersburg Trailhead on the Bartram Trail. The stand-alone metal donation box is non-intrusive to existing facilities and includes signage that states SORBA-CSRA will receive deposited funds to maintain the Bartram Trail. The donation box will be a permanent feature as long as this partnership is active and the following requirements are met.

a. Donations will be collected by a member of SORBA-CSRA weekly.

b. Amounts collected will be included in an annual financial report submitted within 90 calendar days following the end of each fiscal year.

c. The financial report will include a written summary of Association activities for the year as they relate to donations collected and how they were used in support of the Bartram Trail and Lake Springs Loop Trail.

d. Appropriate uses of donated funds include purchase of materials and tools used to maintain the Bartram Trail.

e. In the event the partnership ends the box will be removed and all final deposited funds will be used for maintenance of the Bartram Trail.

2. USACE will allow a non-intrusive display or distribution of materials at the donation box location to educate visitors about the authorized fundraising partnership or activity. The material must identify the Association and inform visitors how they may receive additional information. Materials may include donation envelopes, architectural drawings, models, graphics, newsletters, or other similar information.

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 90 days following the end of each federal fiscal year) a complete financial report to USACE which includes a written summary of Association activities for the year as they relate to donations collected and how they were used in support of the Bartram Trail and Lake Springs Loop Trail.

3. USACE may review the fiscal records of the Association related to donations received at an approved collection box on the Bartram Trail 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 USACE. USACE reserves the right to accept or decline without obligation, any service, or loan by the Association.

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

B. Personnel.

1. The Association and USACE shall each designate, in writing, an Association member and a USACE 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 activities. This does not preclude USACE personnel, during their normal duties, from assisting the Association with nominal duties related to trail and/or trailhead maintenance.

3. USACE personnel may not serve in a voting capacity on the governing board, or as Treasurer for the Association. USACE personnel may serve in an advisory capacity on the Association's governing board or committees. USACE personnel may

not act as the official representative of the Association in any matter relating to USACE, or the terms of this Agreement. However, if the Association has a membership program, USACE personnel may join and participate in membership activities.

4. USACE will orient all Association personnel, staff and/or volunteers about USACE rules, regulations, and requirements, particularly regarding the project and facilities, safety, and appropriate emergency procedures. Association staff and volunteers involved in visitor contact will receive additional orientation regarding interpretive services. All orientation will be conducted prior to assumption of duties.

5. Association employees, or volunteers may not wear the USACE uniform, to include the USACE volunteer uniform, or items of clothing that resemble such uniforms. 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 USACE.

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 USACE 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 USACE. 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. USACE reserves the right to terminate the agreement, or any part thereof, at any time upon written notice. Prior to giving such notice, USACE 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 USACE.

B. This Agreement in no way obviates the responsibilities of USACE, or the Association as may be required by a Lease Agreement. In situations where the

Association leases facilities or areas from USACE, 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

6th day of May, 2026.

SOUTHERN OFF-ROAD BICYCLE ASSOCIATION CENTRAL SAVANNAH RIVER
AREA

By



Edwin Farnell, President

IN WITNESS WHEREOF, USACE has caused this agreement to be ratified this

26th day of May, 2026.

UNITED STATES ARMY CORPS OF ENGINEERS

By



Ronald J. Sturgeon, PMP

Colonel, U.S. Army

Commanding