

COOPERATING ASSOCIATION AGREEMENT BETWEEN THE
U.S. ARMY CORPS OF ENGINEERS, WILMINGTON DISTRICT AND THE
CAPE FEAR RIVER WATCH

This Agreement is for the mutual benefit of both parties and is between the United States Army Corps of Engineers, Wilmington District (hereinafter referred to as the "Corps") and the Cape Fear River Watch (hereinafter referred to as "CFRW"), acting through the Chairman of the Board of Directors or the Board's designee.

WITNESSETH:

WHEREAS, The Corps operates the Cape Fear River Locks & Dams, at 996 Locks No 1 Rd, Riegelwood, NC 28456, for their congressionally authorized purposes of navigation and public recreation and to promote the Corps' missions, which includes stewardship of environmental and cultural 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 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 Locks & Dams as well as the archaeological, natural and cultural history of the area; and,

WHEREAS, The Corps and CFRW mutually recognize there are significant national public benefits from the operation of the Locks & Dams 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 Corps natural resource management program fosters the stewardship of its natural and cultural environment; and,

WHEREAS, the CFRW is a Section 501(c)(3) non-profit organization that has as its purpose the enhancement of the environment through education and outreach activities and intends to contribute to public recreation at the Locks & Dams by assisting the Corps in the conduct of its natural resource management programs and activities; and,

WHEREAS, CFRW has the authority to assist the Corps in its presentation to the public of the natural, cultural, historical and project related features of the Locks & Dams through programs, exhibits and materials; and,

WHEREAS, the Corps has the authority pursuant to PL 102-580, Water Resources Development Act, 1992, Section 203 (16 Stat. 4838, 33 United States Code 2325) to accept contributions to provide for carrying out a water resources project for environmental protection or recreation;

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 CFRW wishes to provide the hereinafter described interpretive and educational services to the visiting public at the Cape Fear River Locks & Dams;

NOW, THEREFORE, the parties agree as follows:

1. The Corps authorizes the CFRW to provide, and the CFRW agrees to provide, the hereinafter described interpretive and educational services; and/or research and scientific services, and/or maintenance services to the visiting public and/or the Corps.

2. CORPS RESPONSIBILITIES.

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

B. Use of Government Facilities

1. Should the CFRW, as part of its activities, require the use of Corps facilities at the Lock & Dam (or other facility) the Corps agrees, that in recognition of the services the CFRW is contributing to the public, provide at no cost to the CFRW 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 CFRW require facilities, utilizes and services over and above what the government would normally require for operation of the facility, or area used by the CFRW, the CFRW will reimburse the Corps at an agreed upon, but nominal cost in recognition of the services that CFRW is contributing to the public.

3. Should the need arise, a separate real estate instrument will be granted to CFRW for the use of government owned real property. The instrument will not merge with the Agreement.

3. CFRW RESPONSIBILITIES.

A. Corporate Requirements.

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

4. CFRW 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. CFRW 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. CFRW may offer scientific, research, maintenance and/or other services which support the mission of the Corps and their natural resource management program.

3. CFRW will cooperate with the Corps in the following activities:

a. Produce, or support production of, and make available to visitors via free distribution, or permanent signage -- interpretive and educational materials to increase the visitors' understanding and appreciation of the natural history, cultural, historical, and man-made features of the project area (or other Corps site) 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 exhibitry or programs at Corps visitor centers (or other Corps facilities) and assist in preservation programs as appropriate.

c. Assist in the professional workshops, training opportunities and special events.

de. Assist in educational and community programs of the Corps and the project (or other Corps site) for the benefit of the American public.

C. Sales Option

1. As a 501(c)(3) organization that serves the public on a donation-based system, CFRW will not participate in the sale of materials.

4. JOINT RESPONSIBILITIES.

A. Donation of Interpretive Services or Materials.

1. CFRW may, at the discretion of its Governing Board, loan or contribute materials and/or services to the Corps. The Corps reserves the right to accept or decline without obligation, any service, contribution, or loan by CFRW.

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

B. Personnel.

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

2. CFRW will provide such personnel as are reasonably necessary to conduct, operate and manage its activities. This does not preclude Corps personnel, during the course of their normal duties, from assisting CFRW with nominal duties.

3. Corps personnel may not serve in a voting capacity on the governing board, or as Treasurer for CFRW. Corps personnel may serve in an advisory capacity on the CFRW's governing board or committees. Corps personnel may not act as the official representative of CFRW in any matter relating to the Corps, or the terms of this Agreement. However, if CFRW has a membership program, Corps personnel may join and participate in membership activities.

4. The Corps will orient all CFRW 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. CFRW 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. All CFRW staff and volunteers shall comply with the USACE safety manual, EM 385-1-1 and all applicable Federal, State, and local safety

standards. EM 385-1-1 may be viewed online at:

<https://www.publications.usace.army.mil/USACE-Publications/Engineer-Manuals/>.

5. CFRW employees, or volunteers may not wear the Corps uniform, or items of clothing that resemble the uniform. Employees and volunteers of CFRW, when working at duties that bring them into contact with the public, will wear visible identification that identifies them as a CFRW 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 CFRW 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 Executive Leadership of CFRW.

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 CFRW 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 CFRW as may be required by a real estate instrument. In situations where CFRW receives a real estate out grant from the Corps, this Agreement would automatically become null and void upon the termination or cancellation (not planned expiration) of the out grant.

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

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

3rd day of March, 2024

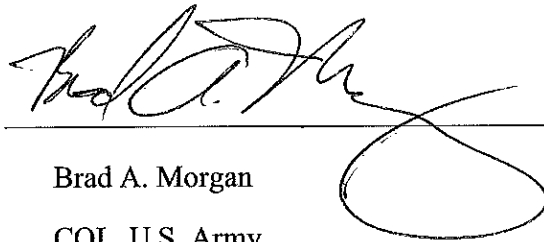
CAPE FEAR RIVER WATCH

By 
Dana Sargent
Executive Director

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

10th day of June, 2024.

UNITED STATES ARMY CORPS OF ENGINEERS

By 
Brad A. Morgan
COL, U.S. Army
District Commander