

**COOPERATIVE AGREEMENT BETWEEN THE
U.S. ARMY CORPS OF ENGINEERS, WILMINGTON DISTRICT AND
CLEAN JORDAN LAKE**

This Cooperative Agreement is for the mutual benefit of both parties and is between the United States Army Corps of Engineers, Wilmington District, B. Everett Jordan Dam and Lake (hereinafter referred to as the "Corps") and Clean Jordan Lake, Inc, a North Carolina Corporation (hereinafter referred to as "CJL"), acting through the President of the Board of Directors or the Board's designee.

This agreement replaces the Cooperative Agreement between the United States Army Corps of Engineers, Wilmington District and CJL dated September 12, 2012.

WITNESSETH:

WHEREAS, The Corps operates the B. Everett Jordan Dam and Lake project, in Moncure, North Carolina, for the congressionally authorized purposes of public recreation, flood control (flood risk management), water supply, water quality, and fish and wildlife conservation; 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 and CJL mutually recognize that it is in public interest to remove trash and debris from public lands at B. Everett Jordan Dam and Lake; provide resources and opportunities to the public to help clean up public lands; and educate the public on the negative impacts of littering, the importance of recycling and conservation of resources, and wise use of the watershed; and,

WHEREAS, CJL has as its purpose the improvement of the environment and water quality at Jordan Lake through the removal of trash from public lands, litter prevention, prevention of illegal dumping, promotion of recycling, and public engagement and education to these ends; and,

WHEREAS, CJL intends to assist the Corps in the conduct of its natural resource management and parks and recreation programs and activities, to engage with and educate of the public, and to promote advancement of the work of the Corps at Jordan Lake; and,

WHEREAS, CJL has the authority to assist the Corps in its mission through contributions and carrying out activities and programs in public interest; and,

WHEREAS, risk of adverse impacts to the functioning of the Corps project due to the proposed CJL assistance is unlikely; and,

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 licenses and/or leases with non-profit organizations for park and recreational purposes; and,

WHEREAS, the Corps has the authority, pursuant to the Federal Water Recreation Act, Public Law 89-72; the National Historic Preservation Act, Public Law 89-665 as amended; The National Environmental Policy Act, Public Law 91-190; and the Archaeological Resource Protection Act, Public Law 96-95 as amended, to provide Natural Resources Management programs, activities, and interpretive functions.

NOW THEREFORE, the parties agree as follows:

1. The Corps authorizes CJL to provide, and CJL agrees to provide, the hereinafter described contributions to include volunteer services, equipment, materials, supplies, and funds for the benefit of the visiting public and the Corps missions at B. Everett Jordan Dam and Lake.

2. CORPS RESPONSIBILITIES

A. Timely Review and Approval - The Corps agrees to review and give necessary approvals or disapprovals in a timely manner, subject to requirements for operation of the Project by the Corps, to CJL for any and all proposals, programs, special events, suggestions, and other activities in which CJL might wish to engage.

B. Use of Corps Facilities:

1. Should CJL, as part of its cooperative activities, require the use of Corps facilities at B. Everett Jordan Dam and Lake the Corps agrees, that in recognition of the services CJL is contributing to the public, provide at no cost to CJL such facilities, utilities, janitorial services, and routine and general maintenance when incidental to the normal operation of the facility by the Corps.

2. Should CJL require facilities, utilities, and services over and above what the Corps would normally require for operation of the facility, or area used by CJL, CJL will reimburse the Corps at an agreed upon, but nominal cost in recognition of the services that CJL is contributing to the public.

3. A separate real estate instrument will be granted to CJL for the use of Corps-owned real property. The instrument will not merge with the Agreement.

3. CJL RESPONSIBILITIES

A. Corporate Requirements

1. CJL's Articles of Incorporation and By-Laws shall comply with the requirements of the state(s) in which CJL is incorporated. Non-profit 501(c)(3) status must be maintained in accordance with state and Federal laws. CJL 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. CJL shall maintain liability insurance in the amount of \$___1,000,000_____, or in sufficient amounts to cover all fines, claims, damages, losses, judgments, or expenses arising out of or from any activities, including omissions, of CJL in connection with this Agreement.

4. CJL will exercise reasonable care to prevent damage to any Corps property used, or occupied during its operation and shall, insofar as possible, protect all such property.

B. Interpretive Activities

1. CJL 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. CJL 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. For property leased to other agencies at B. Everett Jordan Lake, CJL may, with the prior written approval of the lessee and in full compliance with the lease, independently and/or in cooperation with other partners plan and carry out special events or programs.

4. CJL may 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 (or other Corps facilities) 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 exhibitory or programs at Corps visitor centers (or other Corps facilities) and 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 and the project (or other Corps sites) for the benefit of the American public.

C. Sales Option

1. As part of this Agreement, CJL may operate a sales area on a continuous or intermittent basis.
2. CJL is hereby authorized to sell and/or distribute interpretive and educational items such as publications, maps, audio-visual aids, crafts, and other objects directly related to the interpretive and educational themes of the project, region, and Corps. The Corps may request CJL to sell specific items of interpretive value.
3. CJL shall order, receive, inventory, stock, and otherwise manage all items offered for sale and/or distribution.
4. CJL will sell only items that are appropriate and of high quality. CJL will not sell any item that has not been approved by the Operations Project Manager. CJL 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. CJL 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. CJL 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. CJL sales are restricted to a location approved by the Corps, which will be kept clean and presentable at all times.

D. Fiscal Management.

1. CJL 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. CJL 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 CJL activities for the year.
3. The Corps may review the fiscal records of CJL at any time during the term of this Agreement.

4. JOINT RESPONSIBILITIES

A. Donation of Interpretive Services or Materials.

1. CJL 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 CJL.

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

B. Personnel

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

2. CJL 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 CJL with nominal duties, including sales.

3. Corps personnel may not serve on CJL's board, either as a voting member or non-voting member, including as an ex-officio member, or as an officer or official representative or employee of a cooperating association, friends group, or other Corps partner organization. However, Corps 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 CJL in any matter relating to the Corps, or the terms of this Agreement. However, if CJL has a membership program, Corps personnel may join and participate in membership activities in their personal capacity.

4. The Corps will orient all CJL personnel, staff and/or volunteers regarding 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 regarding interpretive services. All orientation will be conducted prior to assumption of duties.

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

5. ASSIGNMENT

No transfer or assignment of this Agreement or any part thereof or interest therein, directly, indirectly, voluntary or involuntary, shall be made by CJL 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 CJL.

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 CJL to set forth the reasons for such termination.

8. HOLD HARMLESS

The Partner shall hold and save the Corps free from all costs and damages arising from services the Partner performs or provides for the Project, except for damages due to the fault or negligence of the Corps.

9. 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.

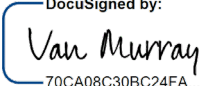
B. This Agreement in no way obviates the responsibilities of the Corps, or CJL, as may be required by a Lease Agreement. In situations where CJL leases facilities or areas from the Corps, this Agreement would automatically become null and void as to any leased area, upon the termination or cancellation of the Lease Agreement.


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

D. To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

E. In the exercise of their respective rights and obligations under this Agreement, the Corps and CJL each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other.

In WITNESS WHEREOF, CJL has caused this agreement to be executed this 13th day of September, 2022

DocuSigned by:

 By: 70CA08C30BC24FA...
 Date: 9/13/2022
 Van Murray
 President, Board of Directors

DocuSigned by:

 Attest: 5817238ADEBC16E
 Name: Andrew Grinnell
 Position: Treasurer

IN WITNESS WHEREOF, The Corps has caused this agreement to be ratified this 6th day of
October, 2022

BY _____
ROBERT M. BURNHAM
LTC, EN
Acting Commander