

**COOPERATIVE AGREEMENT  
BETWEEN THE  
U.S. ARMY CORPS OF ENGINEERS, WILMINGTON DISTRICT  
AND  
SOUND RIVERS, INC.**

This Cooperative Agreement is for the mutual benefit of both parties and is between the United States Army Corps of Engineers, Wilmington District, Falls Lake (Corps) and Sound Rivers, Inc., acting through the President of the Board of Directors or the Board's designee.

WITNESSETH:

WHEREAS, The Corps operates the Falls Lake project, for the congressionally authorized purposes of water supply, flood damage reduction, water quality, fish and wildlife enhancement, recreation, and to promote the Corps' missions, which include stewardship of environmental and cultural resources;

WHEREAS, The Corps operates its project for the benefit of the public. The public requires information and facilities for the safe and appropriate use of Corps projects. This information may be 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 the Falls Lake project as well as the archaeological, natural and cultural history of the area; and

WHEREAS, The Corps achieves its operational goals through cooperation with state and local government partners, non-profit organizations, and members of the public using a wide range of activities, programs and events; and

WHEREAS, Sound Rivers' mission is to protect, restore and preserve the Neuse River basin through education, advocacy and enforcement, in order to provide clean water for drinking, recreation and enjoyment to the communities that it serves; and,

WHEREAS, Sound Rivers intends to assist the Corps in the conduct of its natural resource management programs and activities, and to promote advancement of the work of the Corps; and;

WHEREAS, The Corps and Sound Rivers mutually recognize there are significant public benefits to removing trash and debris from public lands; providing resources and opportunities to the public to help clean up public lands; and educating the public on the negative impacts of littering, the importance of recycling and conservation of resources, and wise use of the watershed.

WHEREAS, Sound Rivers has the authority to assist the Corps in its mission through contributions and carrying out activities and programs;

WHEREAS, The Corps has the authority pursuant to PL 102-580, Water Resources Development Act, 1992 Section 203 (106 Stat. 4838, 33 U.S.C. 2325) to accept contributions to

provide for operation and management of recreation facilities and protection and restoration of natural resources at civil works water resource projects.

WHEREAS, the Corps has authority, pursuant to Section 4 of the 1944 Flood Control Act, 16 U.S.C. 460d, to permit the maintenance and operation of recreation facilities at water resource development projects by local interests and may provide out grants to 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;

NOW, THEREFORE, the parties agree as follows:

1. The Corps authorizes Sound Rivers to provide, and Sound Rivers 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 Falls 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 to Sound Rivers for any and all proposals, programs, special events, suggestions and other activities in which Sound Rivers might wish to engage.

B. Use of Government Facilities, including Park and Natural Resource areas:

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

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

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

### 3. SOUND RIVERS RESPONSIBILITIES

#### A. Corporate Requirements.

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

4. Sound Rivers 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. Activities

1. Sound Rivers 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. Sound Rivers may offer contributions which support the Corps missions and programs.

3. Sound Rivers may with prior written ~~the~~ 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 on government property at Falls Lake leased to other agencies.

4. Sound Rivers will cooperate with the Corps in the following activities:

a. Planning and carrying out public activities and events.

b. Developing and producing interpretive and educational literature, signs, exhibits, materials, and audio-visual aids to increase public understanding and appreciation of the natural, cultural, historical, and man-made features of Falls Lake.

#### C. Sales Option

1. As part of this Agreement, Sound Rivers may operate sales areas on a continuous or intermittent basis in locations approved by the Operations Project Manager.

2. Sound Rivers 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, region and Corps. The Corps may request Sound Rivers to sell specific items of interpretive value.

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

4. Sound Rivers will sell only items that are appropriate and of high quality. Sound Rivers will not sell any item that has not been approved by the District Commander or his authorized representative. Sound Rivers will sell items at their fair market value and prices of said items will be submitted and approved in writing, in advance by the District Commander or his authorized representative.

5. Sound Rivers 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. Sound Rivers will display the sales items in good taste and in keeping with the general design and decor of the sales area.

7. Sound Rivers' sales are restricted to locations approved by the Corps, which will be kept clean and presentable at all times.

#### D. Fiscal Management.

1. Sound Rivers shall 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. Sound Rivers 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 Sound Rivers activities for the year.

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

#### 4. JOINT RESPONSIBILITIES.

##### A. Loan / Donation of Services or Materials.

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

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

#### B. Personnel

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

2. Sound Rivers 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 Association with nominal duties, including sales.

3. Corps employees may not, in their official capacity, serve on the board, either as a voting member or as non-voting member, including as an ex-officio member, or as an officer or trustee of a cooperating association, friends group or other Corps partner organization. However, Corps employees may be appointed as points of contact or liaisons to non-federal partner organizations as part of their official duties when appropriately appointed. Corps personnel may not be appointed as liaisons to organizations in which they are officers or directors. Corps personnel may not act as the official representative of Sound Rivers in any matter relating to the Corps, or the terms of this Agreement. However, if Sound Rivers has a membership program, Corps personnel may join and participate in membership activities in their personal capacity.

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

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 Sound Rivers 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 U.S. Army 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 Sound Rivers as may be required by a real estate instrument. In situations where Sound Rivers receives a real estate out grant for facilities or areas from the Corps, this Agreement would become null and void upon the termination or cancellation (not planned expiration) of the outgrant.

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

IN WITNESS WHEREOF, Sound Rivers has caused this agreement to be executed this 18<sup>th</sup> day of March, 2016

By R. Harrison Marks, III.  
R. Harrison Marks, III.  
Executive Director

IN WITNESS WHEREOF, The Corps has caused this agreement to be ratified this 7 day of April, 2016

By Kevin P. Landers Sr.  
Kevin P. Landers Sr.  
District Commander