

COOPERATIVE AGREEMENT BETWEEN
THE U.S. ARMY CORPS OF ENGINEERS AND
THE DAN RIVER BASIN ASSOCIATION

This Cooperative Agreement (hereinafter referred to as “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 Dan River Basin Association, a North Carolina Non-Profit Corporation (hereinafter referred to as the “Association”), acting through the President of the Board of Directors or the Board’s designee.

WITNESSETH:

WHEREAS, The Corps operates Philpott Lake in the Counties of Henry, Franklin and Patrick, Virginia, including the Visitor Center and Eight Parks around the lake for public recreation; and,

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; and

WHEREAS, Engineer Regulation ER 1130-2-500, Chapter 9 encourages partnerships with Cooperative Associations to accomplish broad goals and objectives in natural resource management, interpretation and visitor services; and,

WHEREAS, the Corps has authority, pursuant to Section 4 of the 1944 Flood Control Act, 16 460d, to permit the construction and operation of public parks and recreation facilities at water resource development projects by local interests and may enter into agreements with non-profit organizations for park and recreational purposes; and

WHEREAS, the Corps and the Association mutually recognize the significant national and regional public benefits of properly operated recreation amenities at Philpott Lake and public awareness of stewardship and responsible use of the natural and cultural resources at and around Philpott Lake; and,

WHEREAS, the Association is a 501 (c)(3) organization with a MISSION to preserve and promote the natural and cultural resources of the Dan River Basin to achieve its VISION of an economically vibrant bi-state community with a regional identity, where people enjoy easy access to healthy rivers, parks, trails and heritage attractions, through realizing its GOALS of Stewardship, Recreation, Education and Regional Identity; and

WHEREAS, the Corps wishes to accept and the Association desires to provide the hereinafter described assistance, activities, interpretative and educational services to the visiting public at the Philpott Lake;

NOW, THEREFORE, the parties agree as follows:

1. The Corps authorizes the Association to provide, and the Association agrees to provide, the hereinafter described assistance, activities, 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 proposals received in writing by the Association for any and all programs related to Philpott Lake, special events, suggestions and other activities in which the Association might wish to engage.

B. Use of Government Facilities

1. Should the Association, as part of its cooperative activities, require the use of Corps facilities at Philpott Lake, the Corps 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 the Corps subject to coordination and agreement between the Corps management at Philpott Lake and the Association.

2. Should the Association require facilities, utilizes 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 the Corps at an agreed upon, but nominal cost in recognition of the services that the Association is contributing to the public.

3. A separate real estate instrument will be granted to the Association for the use of government owned real property if deemed to be permanent or semi-permanent in nature. That instrument will not merge with this Agreement.

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)(3) status must be maintained in accordance with state and Federal laws. The Association 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. The Association shall maintain 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 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. Park Operations Activities:

1. The Association will work with the Corps through Park Rangers, acting as liaisons, to provide a variety of services to protect, preserve, and improve the natural resources and facilities of Philpott Lake. Specifically, this may involve labor, materials, equipment, planning, and/or expertise to:

- a. Renovate, construct, establish, and maintain recreational facilities/amenities
- b. Improve and preserve natural ecosystems and wildlife habitat
- c. Landscape and beautify park areas
- d. Provide educational brochures, maps and informational bulletins
- e. Provide manpower to assist in operation of facilities
- f. Observe park activity and provide water safety education to the public
- g. Provide firewood for visiting public to purchase for use in the parks
- h. Provide other services as agreed to with the Corps

2. In order to leverage the involvement of the local communities in the operation of Philpott Lake, the Association will utilize a network of subcommittees, known collectively as the Friends of Philpott Advisory Committee to perform the above referenced activities at the various parks. The individual subcommittees will be organized under a structure as illustrated in the attached Dan River Basin Association, Friends of Philpott Advisory Committee Organizational Chart. The Association shall, at all times related to this agreement, oversee the performance of its network of subcommittees.

C. Interpretive Activities.

1. The Association may offer educational and interpretive services which support the mission of Philpott Lake and/or the Corps. This includes assisting, planning, designing, implementing and conducting interpretive and educational programs, activities and exhibits.

2. The Association will 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 Philpott Lake and the Corps.
- 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 the Philpott Lake Visitor Center 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 Philpott Lake for the benefit of the American public.

D. Sales Option.

1. As part of this Agreement, the Association may operate a sales area on a continuous or intermittent basis.

2. The Association 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 Philpott Lake, the Association, the region and the Corps. The Corps may request the Association to sell specific items of interpretive value.

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

4. The Association will sell only items that are appropriate and of high quality. The Association will not sell any item that has not been approved by the District Commander or his authorized representative. The Association 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/her authorized representative.

5. The Association 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. The Association 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. Association sales are restricted to a location approved by the Corps, which the Association will keep clean and presentable at all times.

E. 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 135 days following the end of each fiscal year) a complete financial report to the Corps which includes a written summary of Association activities for the year.

3. The Corps may review the fiscal records of the Association 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 Board of Directors, loan materials and/or services to the Corps. The Corps reserves the right to accept or decline without obligation, any service, or loan by the Association.

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

3. The Corps is authorized to accept volunteer services, materials, equipment, and cash donations as set forth in the Corps of Engineers Volunteer Program (ER 1130-2-500, Chapter 10) and the Contributions Program (ER 1130-2-500, Chapter 11). Services and contributions can be made in the amounts the Association deems appropriate and available.

B. Personnel.

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

4. The Corps will orient all Association personnel, staff and/or volunteers with regard to Corps rules, regulations, and requirements, particularly with regard to the lake and facilities, safety, and appropriate emergency procedures. Association 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. Association employees or volunteers may not wear the Corps uniform, or items of clothing that resemble the uniform. 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 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 the Association.

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 this Agreement, or any part thereof, at any time upon written notice. Prior to giving such notice, the Corps 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 the Corps.

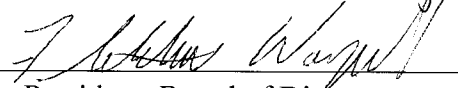
B. This Agreement in no way obviates the responsibilities of the Corps, or the Association as may be required by a Lease Agreement. In situations where the Association leases facilities or areas from the Corps, this Agreement would automatically become null and void upon the termination or cancellation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

C. 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 February, 2013

DAN RIVER BASIN ASSOCIATION

By 
President, Board of Directors

Attest: _____

Corporate Seal:

Name: 
Secretary/Assistant Secretary

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

16th day of FEB, 2013

UNITED STATES ARMY CORPS OF ENGINEERS

By 

Steven A. Baker
Colonel, U.S. Army
District Commander