

**U.S. Army Corps of Engineers
Fiscal Year 2013
Handshake Program Application**

Please review instructions before completing application!

Corps Lake/Project Name:**Lake Ouachita**

Handshake Proposal Title:**ADA Accessible Fishing Derby Pond and Fishing Pier**

Corps POC Name:**Rick Dwyer**

Telephone: **(501) 767 - 2108 ext. 3041**

E-Mail: **rick.a.dwyer@usace.army.mil**

A. Eligibility checklist:

1. Is the seed money going to be spent at Corps facilities and resources that are being maintained by the Corps at 100% expense? * **Yes** **No**

2. Is the agreement with a non-federal public or private entity(ies)? * **Yes** **No**

3. Is the proposed activity within current authorities and contained in the annual or 5-year work plan in the approved OMP? ** **Yes** **No**

4. If no, when will the OMP be updated and approved? (example: Sept 10)

**If "No" to either question 1 or 2 the proposal cannot be authorized under the Corps' challenge partnership authority.*

*** If "No" to question 3 and the date provided in answer to question 4 would come after the commencement of your proposed challenge partnership your activity can not be authorized.*

B. Handshake Funding Program Request (maximum \$30,000): \$30,000

C. Cooperating Association Bonus: Challenge Partnerships that include a Cooperating Association with which your project/district has entered into a Cooperative Agreement are eligible to compete for an additional \$5000. You must include a copy of the signed agreement with your proposal. (Reference Chapter 9 of ER and EP 1130-2-500 for information on cooperating associations).

D. Incentive Points Category: Check the box if your Lake/Project qualifies to receive bonus points on the evaluation score for submitting partnership success stories/GETS. Also include an explanation of the GETS submittal and the date of submission below the check box.

Partnership Success Stories/Good Enough to Share Submittals: Facilities that provided at least one partnership success story from previous activities may qualify for bonus points. Please check box if you have submitted a GETS or Partnership Success Story in Fiscal Year 2012

E. Describe your partnership and the proposed project:

Your project will be evaluated on the following categories: Sustainability, Partnership Value, Recreation Benefit, Environmental Stewardship Benefit, Communication and Education Value, and Innovativeness. Please address each in your description.

Description:

The purpose of the ADA accessible Fishing Pond is to provide universal access for children to have a safe place to fish and enjoy the great outdoors while experiencing the benefits of protecting our natural resources. Lake Ouachita has hosted many fishing derbies for children with disabilities over the years by positioning containment nets in coves in Lake Ouachita recreation areas. In years of abundant rainfall, the water level was up, and made placement of the nets very difficult. Many times, the stocked fish escaped under or over the net prior to the derbies. During periods of drought, a lack of water in the coves caused the opposite problem of not enough suitable shoreline for the children to safely fish. Each year the Game and Fish Commission graciously donated the fish the morning before the event, and stress from the move usually caused the fish to go into shock and therefore, not bite the bait. Also, the shoreline where the containment netting was placed has many tripping hazards, and has proven to be a wonderful habitat for water snakes. Due to the problems with the location, netting, and safety hazards, fishing derbies have not been held on Lake Ouachita in the past two years. Construction of an ADA accessible Fishing Pond with fishing pier would alleviate all these problems by providing a safe, comfortable place for children of all abilities to connect with the environment. For some children these derbies offer their first opportunity to bait a hook and cast a line. Fishing Derbies promote President Obama's "America's Great Outdoors Initiative" and Michelle Obama's "Let's Move Outside Initiative" by helping families re-connect with the outdoors and protect and enjoy the abundant Natural Resources we have at Lake Ouachita. With the help of the Lake Ouachita Citizen Focus Committee, and the Mountain Pine Environmental and Spatial Technology (EAST) program, construction of this pond would benefit the community for years to come. The pond would be a one acre, embankment pond that will be constructed on Corps of Engineer property near Lake Ouachita Field Office with required site survey and permits. Pond will be constructed in accordance with environmentally sustainable principles. The Lake Ouachita Citizen Focus Committee (LOCFC), comprised of regional volunteers, was established to assist the U.S. Army Corps of Engineers in developing initiatives to enhance public opportunities at Lake Ouachita. Concern for continuous public input stimulated the formation of LOCFC to support project management with the Corps of Engineers. It has since solidified into a tremendously productive entity; unique in that it is a standing committee to review and provide input on a wide variety of issues on a regular basis. Meeting monthly, the committee is comprised of 15 volunteer members, including fishermen, marina operators, retirees, avid campers and environmentalists. This year marks their 11th anniversary. Over the first ten years, the LOCFC has made tremendous strides and positive differences for the benefit of Lake Ouachita visitors and tourism in the area. Operating on a shoestring without a budget, dues, etc., they continually utilize grants, partnerships and technology to complete many notable accomplishments. Friends of Lake Ouachita (FOLO), the 501 (c) (3) board of the Lake Ouachita Citizen Focus Committee is the first organization to enter into a cooperative agreement with the U.S. Army Corps of Engineers in the Vicksburg District. The LOCFC continually applies for and utilizes Grant funds to accomplish many projects including the Vista Trail, ADA trail, Fish Habitat Restoration, etc. The Corps of Engineers could not have achieved these projects without the LOCFC's assistance. The LOCFC volunteers will construct the ADA fishing pier and assist in propagation and introduction of native aquatic plants into the pond. The Mountain Pine EAST program has partnered with Lake Ouachita on several projects including water safety videos, GIS mapping of water hazards, and shoreline cleanups. These students will provide GIS mapping and planning of the optimal pond location and assist with the propagation of native aquatic plants. They will also utilize the outdoor classroom for future aquatic studies.

Sustainability-With light maintenance from the volunteers and Corps of Engineer staff, the lifespan of the pond is unlimited. The lifespan of the ADA fishing pier is approximately 30 years; the treated boards will have to be replaced due to degradation.

Partnership Value- The volunteers contribute many hours of service through their labor. Lasting working partnerships have been formed with other agencies and organizations such as the Arkansas Game and Fish Commission, U.S. Forrest Service, Arkansas State Parks, First Step School, and Mountain Pine Schools.

Environmental Stewardship-The ADA accessible pond will provide the community opportunities to enjoy nature and experience fishing in a safe, controlled environment. The visiting public will have opportunities to view and appreciate wetlands, aquatic life, and shoreline wildlife. Propagation of Native aquatic plant species to be re-introduced into Lake Ouachita will reduce the amount of invasive, non-native species in Lake Ouachita and thus provide for optimal fisheries habitat.

Communication and Education Value-The pond will be utilized for public outreach/interpretive programs on aquatic life, fisheries, and water safety. Local School groups can utilize this area for public outreach programs on fisheries and wetland habitats, and biology students can study the pond's aquatic life. The pier can be utilized as an outdoor classroom for the local school Environmental and Spatial Technology programs (EAST) to study the wetland ecosystems. Interpretive signage will be placed along the pier illustrating the aquatic species present in the pond ecosystem.

Recreational Benefit-Children who have never experienced the sport of fishing will have a chance to catch a prize fish. The ADA fishing pier/fishing pond provides visitors of all abilities the opportunity to fish in a safe environment, thus promoting the kids and nature initiative by giving families an enjoyable place to bring their children to fish. The pond will also provide local schools with a location for field trips to study the wetlands and aquatic life.

Innovativeness-In addition to providing wonderful fishing opportunities, the pond will be utilized to propagate native aquatic plants to be introduced into Lake Ouachita, thus providing ample fisheries habitat not only in the pond, but also enhancing the fisheries habitat in Lake Ouachita. Currently native Aquatic plants: Vallisneria, Water Willow, and Coontail are being propagated by Corps of Engineers biologists in tanks at Lake Ouachita for introduction into Lake Ouachita to provide for improved fisheries habitat. With construction of the fish pond, additional native aquatic plants could be propagated to be re-introduced into Ouachita. Volunteers will help propagate and place these native aquatic species into the Lake.

The Corps will:

The following equipment and labor will be provided by the Corps of Engineers:

- 1)Use of a mini excavator and heavy equipment operator
- 2)Use of a backhoe/Dozer
- 3)Provide hand tools
- 4)Labor of heavy equipment operator, biologists, and natural resource specialist for the planning and construction of the pond.

The Partner(s) will:

Provide the following equipment and labor:

- 1) Plan and GIS the location for the ADA fishing pond/pier
- 2) Pier construction and maintenance: provide safety gear, small hand tools, volunteer labor for the construction of the ADA fishing pier.
- 3) Assist in propagation of native aquatic plants
- 4)Assist the Corps of Engineer personnel in the Maintenance of pond and fishing pier.

Challenge Partnership Financial Work Sheet

Corps Project Name: Blakely Mountain Dam/Lake Ouachita

Work Project Title: ADA Accessible Fishing Derby Pond

POC Name: Rick Dwyer

Address: 1201 Blakely Dam Road

City: Royal

State: AR Zip Code: 71968

Telephone: 501-767-2108

Location on Project:

Partner Organization 1: Lake Ouachita Citizen Focus Committee

POC Name: Arnie Habig

Address: 7309 Geronimo Circle

City: North Little Rock

State: AR Zip Code: 72116

Telephone: 501-834-4660

Partner Organization 2: Mountain Pine EAST Program

POC Name: Malea Ellison

Address: 734 Blakely Dam Road, P.O. Box 1 City: Mountain Pine

State: AR Zip Code: 71956

Telephone: 501-767-1540

Partner Organization 3:

POC Name:

Address:

City:

State:

Zip Code:

Telephone:

Proposed start date of work:

Simple description of work to be accomplished through the partnership:

Double click on spreadsheet to access data entry fields:

	Local Corps Office	Handshake Funds	Partner 1	Partner 2	Partner 3	Total
Salaries	\$10,000	N/A	\$0	\$0	\$0	\$10,000
Travel	\$0	N/A	\$0	\$0	\$0	\$0
Materials and Supplies	\$0	\$16,200	\$5,000	\$5,000	\$0	\$26,200
Equipment Use	\$5,600	\$12,300	\$0	\$0	\$0	\$17,900
Funds Contributed	N/A	N/A	\$0	\$0	\$0	\$0
Personal Property	N/A	N/A	\$0	\$0	\$0	\$0
Volunteer		N/A	\$0	\$0	\$0	\$0
In-Kind Services		N/A	\$25,000	\$10,000	\$0	\$35,000
Other (explain below)	\$0	\$1,500	\$0	\$0	\$0	\$1,500
Total	\$15,600	\$30,000	\$30,000	\$15,000	\$0	\$90,600
Share of Total Cost	17.2%	33.1%	33.1%	16.6%	0.0%	100%

Explanations: Handshake funds will be to purchase the following materials:

Materials and Supplies:- Clay fill material at an average cost of \$45/ yard for 150 yards=\$6750

- Gravel fill material at an average cost of \$30/yard for 100 yards=\$3,000
- Embankment fill at an average cost of \$25/yard for 150 yards=\$3750
- Pier/Fishing structure material=\$2700

Handshake Funds will also be used to hire a private contractor at an average cost of heavy equipment operation at a rate \$110/hour for 8 hours a day for an estimated work period of 14 working days for an approximate total of: \$12,300.00

Other: handshake funds will also be used to purchase interpretive signage along the fishing pier.

The partner1 (Friends of Lake Ouachita) portion would cover volunteer in kind services along with purchased tools and equipment to construct the fishing pier.

The Partner 2 (EAST Program) portion will cover use of GIS equipment and in-kind services.

The Corps portion would cover the salaries of heavy equipment operator and natural resource staff and equipment.



Imagery Date: 10/14/2011

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34°33'59.89" N 93°11'24.98" W elev. 419 ft

© 2010 Google

Eye alt 2585 ft

COOPERATIVE AGREEMENT
BETWEEN THE U.S. ARMY CORPS OF ENGINEERS
AND FRIENDS OF LAKE OUACHITA, INC.

This cooperative agreement is for the mutual benefit of both parties and is between the U.S. Army Corps of Engineers, Vicksburg District (hereinafter referred to as the Corps) and Friends of Lake Ouachita, Inc. (hereinafter referred to as FOLO) acting through the President of the Board of Directors or the Board's designee.

WITNESSETH:

WHEREAS, the Corps operates the Crystal Springs Campground at Lake Ouachita, Garland County, Arkansas, for public recreation and the understanding of the Corps' missions at Lake Ouachita; and,

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 enter into leases with nonprofit organizations for park and recreational purposes; and

WHEREAS, the Corps wishes to accept, and FOLO wishes to provide, the hereinafter described operations and maintenance services at Crystal Springs Campground, Lake Ouachita;

NOW, THEREFORE, the parties agree as follows:

1. The Corps authorizes FOLO to provide, and FOLO agrees to provide, the hereinafter described operations and maintenance services to the Corps. FOLO will not provide, and the Corps will not accept as contributed funds, any funds generated on premises leased under 16 U.S.C. 460d. All funds generated on premises leased under 16 U.S.C. 460d shall be handled as provided in the lease document.

2. CORPS RESPONSIBILITIES:

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

b. Use of Government Facilities.

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

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

(3) A separate Department of the Army lease to nonprofit organizations for cooperative management will be granted to FOLO for use of Government-owned real property. The lease instrument will not merge with the agreement.

c. Campground Operation and Maintenance. The Corps and FOLO will jointly operate and maintain the Crystal Springs Campground. Specific responsibilities are shown in Exhibit A.

3. FOLO RESPONSIBILITIES.

a. Corporate Requirements.

(1) FOLO's Articles of Incorporation and By-Laws shall comply with the requirements of the State of Arkansas. Non-profit 501(c)(3) status must be maintained in accordance with State and Federal laws. Upon request by the Corps, FOLO will make available for inspection documents demonstrating nonprofit status.

(2) The lease and this agreement will terminate within 30 calendar days if nonprofit 501(c)(3) status is not maintained.

(3) FOLO will exercise reasonable care to prevent damage to any Government property used or occupied during its operation and shall, in so far as possible, protect all such property. Government facilities utilized by FOLO shall be maintained by FOLO in a clean and presentable condition.

(4) FOLO will provide the Corps with annual management updates within 30 days of agreement anniversary. Updates shall include a cost estimate of proposed management plan and responsibilities listed in subparagraph 3b below. The cost estimate shall contain anticipated direct and indirect costs.

b. Campground Operations and Maintenance. The Corps and FOLO will jointly operate and maintain the Crystal Springs Campground. Specific responsibilities are shown in Exhibit A.

c. Sales Option.

(1) As part of this agreement, FOLO may operate a Corps-defined sales area on a continuous or intermittent basis. Sales by a third party may be prohibited by the District Commander or his designated representative.

(2) FOLO is hereby authorized to sell supplies intended for consumption at the campground and to sell 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 FOLO to sell or distribute specific items of interpretive value.

(3) FOLO shall order, receive, inventory, stock, and otherwise manage all items offered for sale and/or distribution. Corps information having public service/interpretive value will be provided by the local Corps office for distribution.

(4) FOLO will sell only items that are appropriate and of high quality. Items for sale by FOLO may not represent significant competitive challenges to the commercial concession adjoining the recreation area. FOLO will not sell any item that has not been approved, or may be subsequently disapproved, by the District Commander or his authorized representative.

(5) FOLO 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) FOLO will offer and display items for sale in good taste and in keeping with the general design and decor of the location which houses the sales area.

(7) FOLO sales are restricted to a location and/or facility approved by the Corps, which will be kept clean and presentable at all times.

d. Fiscal Management.

(1) FOLO will conduct its fiscal operations in accordance with accepted business practices.

(2) FOLO 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 FOLO activities for the year. Within 90 days following the receipt of such report, the Corps will provide FOLO a written assessment of the year's financial activity.

(3) The Corps may review FOLO's fiscal records at any time during the term of this agreement.

(4) No Corps unit will make either internal or external charges to FOLO pursuant to the agreement and/or accompanying lease.

4. JOINT RESPONSIBILITIES.

a. Donation of Interpretive Services or Materials.

(1) FOLO 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 materials and/or services offered by FOLO.

(2) The Corps will take reasonable precautions to protect items loaned by FOLO but assumes no other responsibility for these items. The Corps will return loaned materials/items upon request by FOLO.

b. Personnel.

(1) FOLO and the Corps shall each designate, in writing, a representative and an alternate who will act as points of contact for the purpose of implementing this agreement.

(2) FOLO will provide such personnel as is reasonably necessary to conduct operations and management of its

cooperative activities. This does not preclude Corps personnel, during the course of their normal duties, from assisting FOLO with nominal shared duties and responsibilities.

(3) Corps personnel may neither serve on FOLO's Board of Directors nor as its Treasurer. Corps personnel may not act as FOLO's official representative in any manner relating to the Corps or the terms of this agreement.

(4) The Corps will orient all FOLO staff with regard to Corps rules, regulations, and requirements particularly with regard to the project and facilities, safety, and appropriate emergency procedures. FOLO staff involved in visitor contact will receive additional orientation in regard to interpretive services. All orientation will be conducted prior to FOLO staff assumption of duties.

(5) FOLO staff may not wear the Corps uniform or items of clothing that resemble the uniform. FOLO staff, when working at duties that bring them into contact with the public, will wear visible identification that identifies them as FOLO staff members.

5. ASSIGNMENT. FOLO shall make no transfer or assignment of this agreement or any part thereof or interest therein, directly or indirectly, voluntary or involuntary, 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 FOLO's Board of Directors.

7. DURATION.

a. Upon ratification, this agreement shall be effective for 5 years commencing on January 1, 2012. This agreement will renew for another 5-year period on the anniversary date of the last year unless notice of cancellation is given by either party before the date of renewal. Both parties reserve the right to terminate the agreement, or any part thereof, at any time with written notice. Prior to giving such notice, the party desiring to terminate the agreement will advise the other party of the reasons for termination.

b. In the event of termination of the lease and this agreement, any remaining funds generated on the premises will be returned to the Government within 30 days.

8. MISCELLANEOUS.

a. The rights and benefits conferred by this agreement shall be subject to the laws of the United States governing the Corps and to the rules and regulations promulgated hereunder 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 FOLO as may be required by a lease agreement. In situations where FOLO leases facilities or areas from the Corps, this agreement will automatically become null and void upon the termination or cancellation of the lease agreement.

c. The Corps and FOLO both agree that all of their individual activities shall be conducted in accordance with all applicable laws and regulations, both state and Federal, while ensuring such activities serves the public interest.

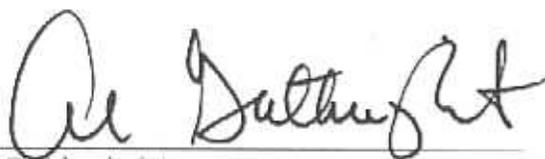
d. During each October of the lease period, the Corps will provide FOLO a list of potential projects that may be undertaken for protection and conservation of the leased property and related facilities. FOLO may select from the list or determine other such improvements as deemed appropriate for accomplishment within a negotiated timeframe.

9. FUNDS.

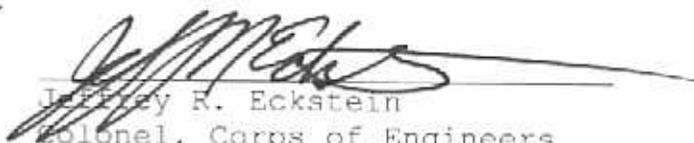
a. All revenues generated by FOLO from operations conducted on the premises must be utilized by FOLO to fulfill its responsibilities for the administration, maintenance, operation, and development of the premises.

b. FOLO may not retain monies and/or use it to pay costs incurred with regard to another property, or to pay the salaries/compensation for persons not directly engaged in the administration, maintenance, operation, or development of the leased premises.

10. AGREED TO THIS DATE.



Al Gathright
President
Friends of Lake Ouachita, Inc.



Jeffrey R. Eckstein
Colonel, Corps of Engineers
District Commander

5 Oct 2011

(DATE)

5 Oct 2011

(DATE)

EXHIBIT A

RESPONSIBILITY	FOLO	CORPS
RETAIL SALES		
Sales	X	
Inventory	X	
Operate sales area	X	
RECREATION AREA	X	X
O&M campsites	X	X
O&M shower	X	X
O&M entrance station	X	X
O&M shelters	X	X
O&M swim beach	X	X
O&M utility site service	X	X
O&M mowing and grounds maintenance	X	X
O&M collect user fees	X	X
O&M roads and parking areas	X	X
O&M water distribution system	X	X
O&M wastewater collection system	X	X
O&M boat ramp	X	X
O&M trailer dump station	X	X
MR&R campsites		X
MR&R shower houses		X
MR&R entrance station		X
MR&R roads and parking areas		X
MR&R water system		X
MR&R wastewater system		X
MR&R shelters		X
MR&R boat ramp		X
MR&R dump station		X
Enforce Title 36, Rules and Regulations		X
Visitor assistance	X	X
O&M interpretive services	X	X
AREA DEVELOPMENT PLAN	X	X
AREA FOREST MANAGEMENT		X
AREA SHORELINE MAINTENANCE		X

Operations and Maintenance (O&M): Routine maintenance activities of a repetitive or recurring nature will be a negotiated responsibility as defined above. Minor repairs and replacements include those of \$500.00 or less, per occurrence. The Corps and FOLO shall annually agree to an aggregate dollar limit to FOLO's O&M obligation which shall be expressed as a percentage of gross receipts less tax burden thereon.

Major Maintenance, Repairs, and Replacements (MR&R): Major repairs, replacements, nonrecurring, and nonroutine maintenance such as roof repairs, renovation, and rehabilitation of facilities and/or utility service replacement that exceed \$500.00 or more, per occurrence.

Utilities: Pay utility bills such as, but not limited to, water, electric, cable, phone, and satellite.

Park Operations: As defined in the Annual Operations Plan.

TYPICAL MINOR MAINTENANCE AND REPAIR WORK

Typical work examples herein are meant to be indicative of the type repairs or replacements that may be required for specific facilities. The examples are not all inclusive and may include items of work not shown herein.

Campsites. Site work, limited living area modifications, campsite furniture such as aluminum picnic tables, grills, etc.

Shower Houses. Interior painting and replace broken toilet, lavatories, toilet seats, etched mirrors, one partition, shower curtains, etc.

Entrance Station. Interior and exterior painting, broken windows, failed air conditioning unit, door replacement.

Picnic Shelters. Picnic table replacement, large grill repair/replacement, light fixture replacement, graffiti removal.

Swim Beach Equipment. Replace throw bag, throw ring, and loaner life jackets or re-attach swim area buoy line and/or replace one watermelon buoy.

Utility Site Service. Repair or replace damaged water outlet and damaged electrical service box with breakers included.

Mowing and Grounds Maintenance. One day of litter pickup along road shoulder and minor mowing around selected facilities/sites. This would include items such as minor limb/debris pick-up and disposal.

Collect User Fees. Repair or replace damaged day-use fee interior canister, painting day use vaults, remittance of funds to NRRS/Millington, posting fee collection informational signs.

Roads and Parking Areas. Filling small potholes, replacement of a parking block, fill edge ravel drop off, fill utility road crossings.

Water Distribution System. Minor repairs to jug filler stations, water fountains, showerheads, and water within facilities.

Boat Ramp. Posting of general and water safety information on ramp bulletin board and programming of LED sign.

Trailer Dump Station. Would allow for replacing signage, replacement of hose/nozzles, and open minor blockages at the dump station facility.