

**U.S. Army Corps of Engineers
Fiscal Year 2015
Handshake Program Application**

Please review instructions before completing application!

Corps Lake/Project Name: **Lake Shelbyville**

Handshake Proposal Title: **Universal Access and Fisheries Enhancement at Woods Lake**

Corps POC Name: **Lee R. Mitchell**

Telephone: **(217) 774 - 3951 ext. 7012**

E-Mail: **lee.r.mitchell@usace.army.mil**

A. Eligibility checklist:

1. Will the Handshake funds be spent on Corps facilities and resources that are being fully maintained by the Corps? * Yes No
2. Will the Challenge Partnership agreement be 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 lake project OMP? ** Yes No

**If "No" to any of the above questions the proposal cannot be authorized under the Corps' challenge partnership authority.*

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

C. Cooperative Agreement 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. A copy of that agreement is not needed with this application, but may be requested if not already provided to the Partnership Team. (Reference Chapter 9 of ER and EP 1130-2-500 for information on cooperating associations).

This application wishes to compete for the Cooperative Agreement Bonus funding.

This application does NOT qualify for the bonus funding.

D. Incentive Points Category: Check the box if your application qualifies to receive bonus points on the evaluation score for partnering with three or more partners. A summary of the partners' contribution to the Handshake Project should be included in the financial worksheet below.

Application includes 3 partners (25 bonus points)

Application includes 4 partners (40 bonus points)

Application includes 5 partners (50 bonus points)

Application includes 6 partners (50 bonus points for the first 5 partners plus 10 points for each additional partner). Total bonus points 60.

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.

Summary Statement of Handshake Project:

The Lake Shelbyville Project respectfully requests funding to aid in constructing a universally accessible fishing pier on Woods Lake, a 30 acre impoundment located on project lands in Moultrie County, IL. The pier will be located just north of the boat ramp on the west side of Woods Lake and will be T-shaped in design with 2/3 under roof (see attached artist's rendering). Approximate square footage of the pier will be 1,240 square feet.

Background and Project Description

Lake Shelbyville is an 11,100 acre lake (34,100 total project acres) U.S. Army Corps of Engineers (USACE) flood control project located on the Kaskaskia River in Central Illinois. Lake Shelbyville annually hosts approximately 3.1 million visitors. Due to Lake Shelbyville's status as a flood control project, accessible fishing piers are nonexistent on the main body of the lake due to yearly water level fluctuations. However, Woods Lake is an excellent location for such a pier as its water level is relatively constant + or - 1 foot.

Woods Lake was built prior to the acquisition of Lake Shelbyville and saw a steady decline in the quality of the fisheries along with a steady decline in use. While the dam is sound, the overflow pipe was in danger of failing and in need of replacement. This realization, in 2012, proved to be the linchpin in kick starting this project as numerous opportunities were recognized due to having to drain the lake to replace the pipe. Before the lake was drained, a joint public meeting with the Illinois Department of Natural Resources (IDNR) was held in Sullivan, IL (5 miles to the north), to discuss possible ideas for enhancement to the lake. While restocking the lake, adding structure to hold fish, and removing sedimentation were all discussed; a fishing pier providing quality universal access was at the forefront of the requests. Shortly after the public meeting, the Central Illinois Sportsmen for Outdoor Accessibility (CISOA) contacted Lake Shelbyville staff and expressed interest in partnering with USACE to complete the project. The Lake Volunteers Association (LVA) has also shown great interest in the project and is willing to donate \$10,000 to the project for materials. Joint meetings with CISOA, USACE and IDNR have led to a plan of action that included the replacement of the overflow pipe and installation of a gate valve to manipulate water levels, a sediment retention wall to remove suspended sediments, removing existing sedimentation to enhance access, placing structure in the lake in strategic locations for fish habitat, adding a one-way loop road, hardening the gravel boat ramp, pouring a sidewalk to the planned pier location and an accessible parking area - all of which have been completed over the last two years. However, the centerpiece of the Woods Lake project, the addition of the universally accessible fishing pier, remains incomplete. Due to the amount of sediment in the bottom of the lake and its consistency, the placement of the pylons for the frame of the pier has kept this part of the project on hold while the bottom has slowly been drying out over the last two years. Once the sediment is removed The Shelby Electric Coop has agreed to aid USACE in setting the pylons. Outside of closing the gate valve and allowing the lake to refill so it can be restocked, the actual material acquisition and construction of the pier is the final piece of the puzzle to complete the entire project. All aspects of the project, including dirt removal and disposal were approved by the USACE Saint Louis District, IDNR, and Illinois Environmental Protection Agency (IEPA). The work at Woods Lake will provide visitors with additional recreational opportunities and improve access for all ages, regardless of ability.

Sustainability description:

The pier is designed to last a minimum of 30 years. The pier and rehabilitated lake will serve as a destination for the public to enjoy and take pride in. This will create a sense of ownership and will allow this project to be preserved for future generations to enjoy. The installation of the gate valve and sediment retention wall allows for lake level manipulation at will and the retention basin to be cleaned out as needed. The pipe itself has a life

expectancy of 100 years and with the ability to manipulate the water and keep the sediment load down, the impoundment is expected to be productive for this time period.

Partnership Value:

The entire project cost is estimated to be approximately \$200,000 with the accessible pier totaling approximately \$50,000 of that total price. To date, 6 partners have committed to contributing a minimum of \$32,433.00 in materials, labor, equipment and in-kind services. While the majority is aimed directly at the pier, the IDNR's commitment of \$11,847.00 is entirely earmarked for the fisheries enhancement of the project. It is included in the value because without an enhanced fishery, there would be no reason to build an accessible fishing pier! The estimated project cost for pylons, pier materials, pylon installation, hardware, electrical wiring, lighting and construction costs is approximately \$50,000. A successful Handshake Application will allow for the completion of the pier to wrap up this multi-year and much anticipated project. The \$30,000 handshake grant would dovetail nicely with the \$10,000 LVA is willing to donate with the outstanding portion covered by the remaining partners.

The Lake Shelbyville Project was responsible for construction costs of the road, parking lot, walkway, boat ramp, water control structure, hot-spot map and has committed to overseeing the construction of the pier. The Shelby Electric Coop is willing to assist with installing the pylons for the frame of the pier. The IDNR will be responsible for the fisheries enhancement, and CISOA will be responsible for \$5,000.00 worth of materials for the pier and is working on securing volunteer labor from the local Carpenters Union. The LVA has committed to \$10,000 for materials.

If selected for the Handshake Funds, Lake Shelbyville would use the funds (\$30,000.00) for the remaining supplies and materials to completing the accessible fishing pier.

Recreational Benefit:

This project directly supports recreation in numerous ways. Besides the primary benefit of providing fishing access to a user group that has historically had limited access at Lake Shelbyville, users will be able to enjoy nature, pleasure boating, walking and fishing. The improved access will also mean higher visitation with additional visitors creating a positive economic impact to the local communities. By providing easy parking and a concrete walkway to the accessible fishing pier and boat ramp this project will provide exceptional opportunities and enhance access for all users – regardless of ability.

Environmental Stewardship Benefit:

Woods Lake has been instrumental in introducing many to fishing and outdoor opportunities for over 50 years. The gate valve will allow fishery managers to manipulate water levels prior to the spawn to increase vegetative growth and survivability of fish, as well as the ability to completely reestablish the fisheries if need be. By ensuring that the fisheries is in excellent health and providing easy access to the resource, more people, regardless of ability will be exposed to nature and the joys of fishing.

Communication & Education Value:

This project will take a degraded fishery, reset it to zero and build it back up. This will allow Corps personnel and IDNR fisheries biologists to educate the public through direct contacts and signage about the proper species and numbers to stock in a pond and the importance of not “helping” with the restocking efforts by adding species that are incompatible. This is a very real problem that Lake Shelbyville has experienced in many of its ponds and a serious cause of degradation in the fisheries. By resetting the switch on this lake, it will become an excellent teaching tool while enhancing the fisheries at the same time.

This project will provide opportunities and enhance access for all users, regardless of their ability. The fishing piers and access will allow the USACE and partners to conduct special events such as accessibility and youth

fishing tournaments. In doing so the USACE and Partners will be able to educate the public about fisheries, fish ID, safety near and on the water, recreational fishing, and being a good steward of public lands and waters. Educating and providing opportunities for the youth of America and for those who are underprivileged can only add value for generations to come.

Innovativeness:

While the standpipe in the lake had to be replaced, it would have been simple to do the minimum required to replace the pipe. Instead, Shelbyville personnel recognized an excellent opportunity to work with the local communities and interest groups to design an exciting project that has energized many in the local area. Additionally, much of the fish structure going into the lake is old concrete picnic tables that are no longer useable. Rather than simply disposing of them, Lake Shelbyville personnel placed them in the lake in strategic locations. In addition, a local drain tile company provided drain tile to utilize for catfish nesting structure. The USACE innovativeness to utilize local resources for this project has been profound. New relationships with the local carpenters union and Shelby Electric Coop have created opportunities for the USACE to partner on future projects and have rejuvenated local partners' interest with the lake.

Concluding statement:

This project sustains the Corps mission and helps to meet the America's Great Outdoors Initiative and the Architectural Barriers Act.

Challenge Partnership Financial Work Sheet

Corps Project Name: Lake Shelbyville

Work Project Title: Universal Access And Fisheries Enhancement At Woods Lake

POC Name: Lee R. Mitchell

Address: 1989 State Highway 16 City: Shelbyville State: IL Zip Code: 62565

Telephone: 217 - 774 - 3951 x7012

Location of Project: Woods Lake

Partner Organization 1: Illinois Department of Natural Resources (IDNR)

POC Name: Mike Mounce

Address: 1660 West Polk Avenue City: Charleston State: IL Zip Code: 61920

Telephone: 217 - 345 - 2420 x

Partner Organization 2: Central Illinois Sportsmen for Outdoor Accessibility (CISOA)

POC Name: Robert Kerans

Address: 3045 S Franklin Street City: Decatur State: IL Zip Code: 62521

Telephone: 217 - 423 - 932 x

Partner Organization 3: Fox Redi-Mix

POC Name: Doug Fox

Address: 1300 W South 5th Street City: Shelbyville State: IL Zip Code: 62565

Telephone: 217 - 774 - 2119 x

Partner Organization 4: Chips Marine Service

POC Name: Martin "Chip" Christenson

Address: 1068 CR 1025 N City: Sullivan State: IL Zip Code: 61951

Telephone: 217 - 728 - 2610 x

Partner Organization 5: Lake Volunteers Association (LVA)

POC Name: Eric Maxey

Address: PO Box 23 City: Shelbyville State: IL Zip Code: 62565

Telephone: 217 - 855 - 3580 x

Partner Organization 6: Shelbyville Electric Cooperative

POC Name: Terry Oldham

Address: PO Box 560, Route 128 & 6th Street City: Shelbyville State: IL Zip Code: 62565

Telephone: 217 - 774 - 3986 x

Partner Organization 7:

POC Name:

Address: City: State: Zip Code:

Telephone: - - x

Partner Organization 8:

POC Name:

Address:

Telephone: - - x

City:

State:

Zip Code:

Partner Organization 9:

POC Name:

Address:

Telephone: - - x

City:

State:

Zip Code:

Partner Organization 10:

POC Name:

Address:

Telephone: - - x

City:

State:

Zip Code:

Partner Organization 11:

POC Name:

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Partner Organization 12:

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Zip Code:

Partner Organization 13:

POC Name:

Address:

Telephone: - - x

City:

State:

Zip Code:

Partner Organization 14:

POC Name:

Address:

Telephone: - - x

City:

State:

Zip Code:

Partner Organization 15:

POC Name:

Address:

Telephone: - - x

City:

State:

Zip Code:

Double click on spreadsheet to access data entry fields and to enter Partner names:

	Local Corps Office	Handshake Funds	Partner 1 IDNR	Partner 2 CISOA	Partner 3 Fox Redi- Mix	Partner 4 Chips Marine
Salaries	\$12,548	N/A	\$5,937	\$0	\$0	\$0
Travel	\$0	N/A	\$180	\$0	\$0	\$0
Materials and Supplies	\$0	\$30,000	\$5,730	\$0	\$0	\$250
Equipment Use	\$0	\$0	\$0	\$0	\$0	\$0
Funds Contributed	N/A	N/A	\$0	\$5,000	\$0	\$0
Personal Property	N/A	N/A	\$0	\$0	\$0	\$0
Volunteer	N/A	N/A	\$0	\$2,136	\$500	\$0
In-Kind Services	N/A	N/A	\$0	\$0	\$0	\$0
Other (explain below)	\$15,000	\$0	\$0	\$0	\$0	\$0
Total	\$27,548	\$30,000	\$11,847	\$7,136	\$500	\$250
Share of Total Cost	30.6%	33.3%	13.2%	7.9%	0.6%	0.3%

	Partner 5 LVA	Partner 6 Shelby Electric	Partner 7	Partner 8	Partner 9	Partner 10
Salaries	\$0	\$1,500	\$0	\$0	\$0	\$0
Travel	\$0	\$200	\$0	\$0	\$0	\$0
Materials and Supplies	\$0	\$0	\$0	\$0	\$0	\$0
Equipment Use	\$0	\$1,000	\$0	\$0	\$0	\$0
Funds Contributed	\$10,000	\$0	\$0	\$0	\$0	\$0
Personal Property	\$0	\$0	\$0	\$0	\$0	\$0
Volunteer	\$0	\$0	\$0	\$0	\$0	\$0
In-Kind Services	\$0	\$0	\$0	\$0	\$0	\$0
Other (explain below)	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$10,000	\$2,700	\$0	\$0	\$0	\$0
Share of Total Cost	11.1%	3.0%	0.0%	0.0%	0.0%	0

	Partner 11	Partner 12	Partner 13	Partner 14	Partner 15	Total
Salaries	\$0	\$0	\$0	\$0	\$0	\$19,985
Travel	\$0	\$0	\$0	\$0	\$0	\$380
Materials and Supplies	\$0	\$0	\$0	\$0	\$0	\$35,980
Equipment Use	\$0	\$0	\$0	\$0	\$0	\$1,000
Funds Contributed	\$0	\$0	\$0	\$0	\$0	\$15,000
Personal Property	\$0	\$0	\$0	\$0	\$0	\$0
Volunteer	\$0	\$0	\$0	\$0	\$0	\$2,636
In-Kind Services	\$0	\$0	\$0	\$0	\$0	\$0
Other (explain below)	\$0	\$0	\$0	\$0	\$0	\$15,000
Total	\$0	\$0	\$0	\$0	\$0	\$89,981
Share of Total Cost	0.0%	0.0%	0.0%	0.0%	0.0%	100%

Explanations:

The Corps will: Provide technical oversight and planning over the entire project, as well as manpower, equipment, coordination with contractors and quality control inspection of all work and funding for purchasing and setting the power poles that the Shelby Electric COOP cannot handle.

The Partner(s) will: Contribute at a minimum \$32,433.00 in materials, labor, equipment and in-kind services as well as additional volunteer hours towards the construction of the pier.

-IDNR will be responsible for the fisheries enhancement at a cost of \$11,847. The fisheries enhancement is an integral part of the project as there would be no reason to install the disabled access fishing piers if the fisheries remained in a degraded state.

-CISOA will be responsible for \$5,000 worth of materials for the pier and securing volunteer labor from the local Carpenters Union to build the pier. If labor can be secured, an additional contribution of volunteer hours valued at 100 hrs @\$21.36/hr would be \$2,136.

-Fox Redi-mix will provide \$500.00 worth of concrete anchors for securing structure under and around the pier to attract and hold fish.

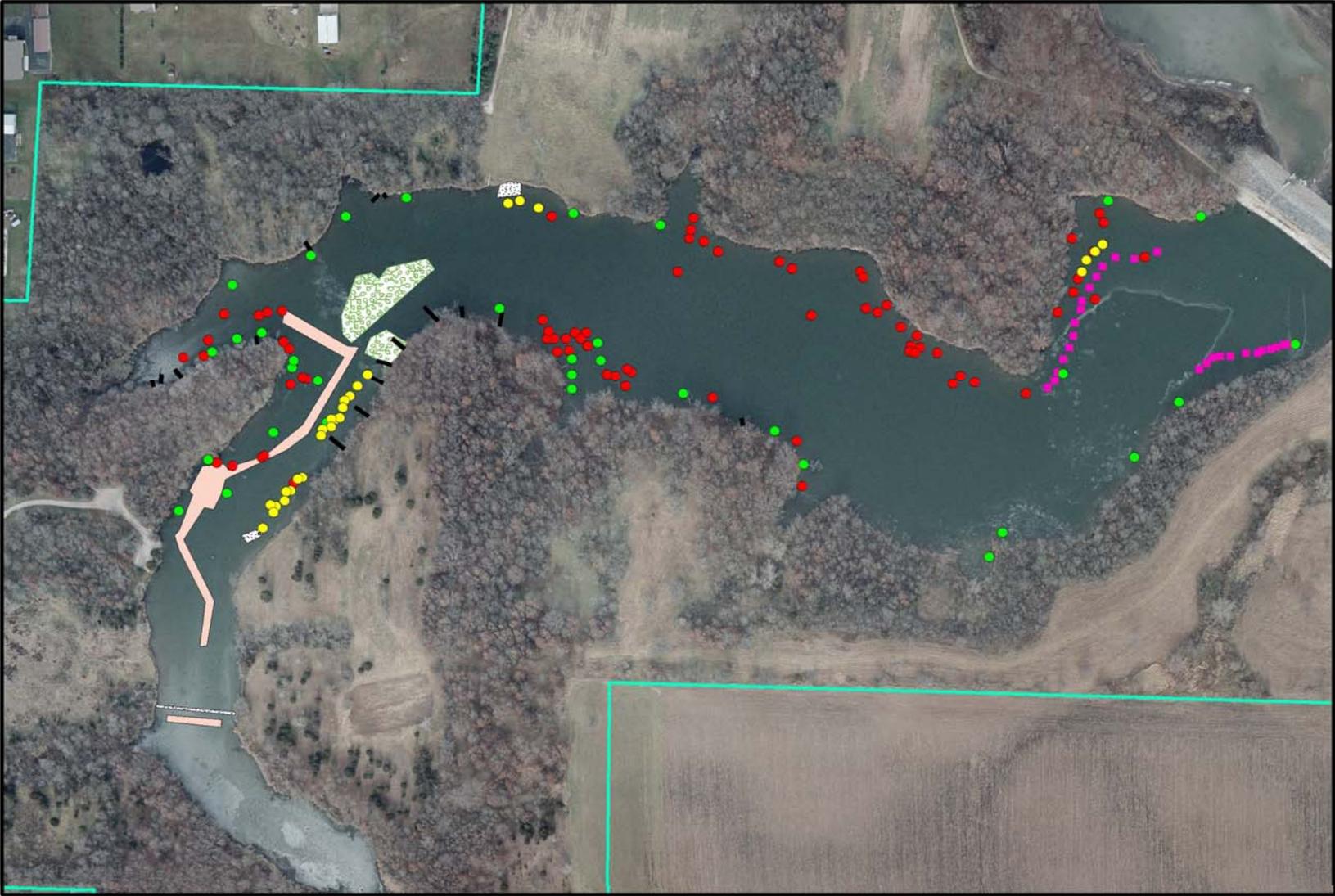
-Chips Marine will provide live bait for the Grand Opening of the Lake, likely in the Fall of 2016 totaling \$250.00.

-LVA will donate \$10,000.00 to secure materials for the pier.

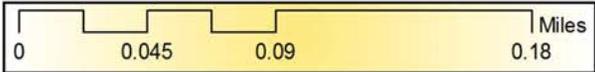
-Shelby Electric Cooperative will set all power poles they can reach with their equipment at no cost, utilizing 3 employees for 10 hours, travel time hauling power poles and the use of their pole setting truck to set poles at a cost of \$2,700.00.



Woods Lake Structure



- Legend**
- Catfish_Pipe
 - Log
 - Stump
 - Tables
 - Hinged_Trees
 - ▨ Rock_Piles
 - Channel
 - ▨ Humps
 - Boundary



**COOPERATIVE AGREEMENT BETWEEN THE
U.S. ARMY CORPS OF ENGINEERS AND THE
LAKE VOLUNTEERS ASSOCIATION**

This Cooperative Agreement is for the mutual benefit of both parties and is between the United States Army Corps of Engineers, St. Louis District, Lake Shelbyville, Carlyle Lake, and Kaskaskia River Project (hereinafter referred to as the "Corps") and the Lake Volunteers Association (hereinafter referred to as the "Association"), acting through the Chair of the Board of Directors or the board's designee. The Association meets all requirements of a cooperating association as defined by Corps regulation.

WITNESSETH:

WHEREAS, the Corps operates the facilities and Visitor Centers at Lake Shelbyville, Carlyle Lake, and the Kaskaskia River Project, Illinois, for public recreation and the understanding of the Corps mission; and,

WHEREAS, the Corps achieves its operational goals for natural resources management through a wide range of activities, programs, events, and facility maintenance; and,

WHEREAS, the Corps operates its program for the benefit of the public, and the public requires information and facilities management 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 the projects as well as the archaeological, natural and cultural history of the area(s); and,

WHEREAS, the Corps and the Association mutually recognize there are significant national public benefits to a visitor center and other facilities which use interpretive techniques that supports the Corps goals of management, 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 natural and cultural environment; and,

WHEREAS, the Association has as its purpose and intent the enhancement of the environment through research, education and scientific activities and intends to assist the Corps in the conduct of its natural resources management programs and activities; and,

WHEREAS, the Association has as its purpose and intent the interpretation for public benefit and education of the archeological, natural, cultural, and historical environment, and the Association intends to assist the Corps in its interpretive activities through the use of its programs, exhibits, displays, and materials at the Visitor Centers and other facilities; and,

WHEREAS, the Association intends to assist and support in the acquisition, maintenance, and replacement of exhibits at the Visitor Centers and other facilities, and intends to assist the Corps in its presentation to the public of the natural, cultural, economic, environmental, recreational, and manmade features of the region through programs, exhibits, and materials; and,

WHEREAS, the Association has as its purpose and intent to enhance facility improvements through upgrades and maintenance to provide safe and healthy recreational opportunities and intends to assist the Corps with its facility management and environmental stewardship programs; 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 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, 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, the Corps wishes to accept and the Association wishes to provide the hereinafter described interpretive and educational services to the visiting public;

NOW, THEREFORE, the parties agree as follows:

1. The Corps authorizes the Association to provide, and the Association agrees to provide, the hereinafter described interpretive and educational services; and/or research and scientific services; and/or maintenance services to the public and 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 the Association for any and all proposals, programs, special events, suggestions and other activities that the Association might wish to engage in. The point of contact for the Corps is the Lead Interpretive Services and Outreach Program Ranger.

B. Use of Government Facilities

- 1) Should the Association, as part of its cooperative activities require the use of Corps facilities, Visitor Center and other facilities, the Corps agrees, that in recognition of the services the Association is contributing to the public, to 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.
- 2) Should the Association require facilities, utilities and services over and above what the Corps 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 lease between the Association and the Corps contains the terms and conditions of sales area and facilities use within Visitor Centers. This agreement in no way alters the responsibilities of the Corps or the Association as may be required by other real estate instruments.

3. ASSOCIATION RESPONSIBILITIES

A. Corporate Requirements

- 1) The Association's Articles of Incorporation and by-laws shall comply with the requirements of the State of Illinois in which it is incorporated. Non-Profit 501(c) (3) status must be maintained in accordance with Illinois 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 have 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. Any damages to Government property shall be governed by any real estate instruments or other written agreements between the parties or in accordance with applicable law.

B. Interpretive Activities

- 1) The Association may offer educational and interpretive services that 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) The Association may offer scientific, research, maintenance, and/or other services that 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. All such services shall be coordinated with the Project representative.
- 3) 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 the Project(s) and the Corps of Engineers.
 - b. Acquire specimens and/or objects pertaining to the history, culture, environment, or recreational activities of the project area(s) for the purpose of adding them to the

exhibitory or programs at the Corps visitor center and 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 with the interpretive, educational and community programs of the Corps for the benefit of the public.

C. Sales Option

- 1) As part of this Agreement, the Association may operate sales areas on a continuous or intermittent basis. The Association's sales areas are restricted to locations approved by the Corps, which will be kept clean and presentable at all times.
- 2) The Association is hereby authorized to sell and/or distribute items consisting of but not limited to publications, maps, audiovisual aids, crafts, and other objects directly related to the project, visitors center, region, State of Illinois and the Corps. The Corps may request that the Association 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 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) 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 décor of the facility that houses the sales area.
- 7) Revenues obtained through such sales shall be maintained by the Association and used by the Association in support of Corps programs by donations of materials, supplies, and/or services.

D. Fiscal Management

- 1) The Association will conduct its fiscal operations in accordance with accepted business practices. This includes an appropriate use of funds accountability system, purchasing system, receipts, invoices, and inventory records.
- 2) The Association shall annually submit (within 135 days following the end of their 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. Annual meeting. The Association and the Corps shall meet annually to discuss prior completed activities and proposed projects that will be carried out by the Association for joint Corps/Association benefit. A business plan shall be presented by the Association at such annual meeting to identify funds, labor, materials, and equipment available for implementation of projects conducted pursuant to the Agreement.

- B. Donation of Interpretive Services or Materials
 - 1) The Association 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 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.

- C. 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 project 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 or 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 Association to set forth the reasons for such termination. The Association reserves the right to terminate the agreement, or any part thereof, at any time upon written notice. Prior to giving such notice, the party seeking termination will meet with the other party to set forth the reasons for such termination. In the event of such a termination, any monies, supplies, or other assets of the Association that have not yet been transferred to the Corps shall remain the property of the Association, to be managed in accordance with the by-laws of the Association.

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.

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

22 day of July 2013.

LAKE VOLUNTEERS ASSOCIATION

KATHLEEN S. NIKSIC
By Kathleen S. Niksic
Chair, Board of Directors

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

22 day of July 2013.

UNITED STATES ARMY CORPS OF ENGINEERS

By CGH

Christopher G. Hall

Colonel, U.S. Army

District Commander