

## **Chapter 8**

### **Cooperating Associations Program**

#### **8–1. Purpose**

This chapter establishes the policy and procedures for the Cooperating Associations Program, as authorized by Section 225 of the Water Resources Development Act of 1992, as amended (33 USC 2328 (Challenge Cost-Sharing Program for the Management of Recreation Facilities), to share the cost with private, nonprofit cooperating associations of managing recreation facilities and natural resources at USACE water resource development projects. This chapter includes roles and responsibilities of USACE employees and criteria for determining when and with what entities cooperating association agreements may be used.

#### **8–2. Policy**

*a.* Cooperating association agreements are encouraged at CW water resource projects, fee-owned lands, and other areas for which USACE has administrative and management responsibilities to accomplish such broad goals as natural resource management, interpretation, and visitor services activities.

*b.* Cooperating associations are nonprofit, tax-exempt, 501(c) entities that enter into a cooperating association agreement with USACE resulting in the enhancement of and contributions to the USACE mission, particularly regarding natural resources management. Associations will follow all appropriate state and federal laws and regulations to establish and maintain their nonprofit and tax-exempt status, such as developing articles of incorporation and by-laws.

*c.* A Cooperating Association Agreement is required for each cooperating association working with a USACE CW project. District Commanders are the approval authority for cooperating association agreements in their respective Districts and may further delegate such authority, in writing, to District Operations Chiefs. A cooperating association agreement example is available on the Natural Resources Management (NRM) Gateway; however, agreements should be designed to reflect the specific nature of the activities and/or programs for each association. All agreements will include descriptions of insurance; use of facilities and equipment; services provided; staffing (USACE and non-USACE personnel); management responsibilities; nonprofit status; prohibitions on selling artifacts; and contain provisions for termination, should an association fail to acquire or maintain its nonprofit, tax-exempt status, or to fulfill its purpose as stated in the agreement.

(1) Cooperating association agreements are NOT cooperative agreements as that term is used in the Federal Grant and Cooperative Agreements Act (FGCAA) of 1977 (31 USC 6301-308) and are not otherwise subject to the FGCAA, nor are they subject to the DoD Grant and Agreement Regulations (DoDGARs) published in Chapter I, 32 CFR Subchapter C, including the requirement for execution by a certified grants officer. Although 33 USC 2328 uses the term “cooperative agreement,” the principal purpose of

the agreements authorized under that section is not to transfer a thing of value from USACE to a non-federal entity and the agreements do not otherwise involve a type of transaction covered by the FGCAA or the DoDGARs.

(2) Under 33 USC 2328, there is no fixed rate of cost share. Percentages are determined by mutual agreement between USACE and the partners. The roles of each entity are also flexible, and agreements may involve multiple partners.

(3) Cooperating Association Agreements are different from Project Partnership Agreements or PCAs.

*d.* Cooperating associations encompass nonprofit organizations that have a wide variety of objectives. Therefore, at any one location, USACE may determine that multiple cooperating association agreements with an assortment of suitable organizations is in the public interest.

*e.* Cooperating associations will carry appropriate liability insurance that 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 the association, its employees, or volunteers in connection with their agreement with USACE. The association will exercise reasonable care to prevent damage to any government property used or occupied during its operation and will, as far as possible, protect all such property.

*f.* Background investigations (BI) for cooperating association paid employees or volunteers are required according to the same guidelines described in Chapter 9. Services from persons who have been convicted of a violent crime, sexual crime, arson, crime with a weapon, sale or intent to distribute illegal drugs, or are an organized crime figure will not be accepted.

*g.* Principal and alternate points of contact for USACE and the cooperating association at each location will be established, identified, and maintained. The principal point(s) of contact for USACE should be the individual(s) most directly involved with coordinating the association's activities. For example, at a field project, the operations project manager, park manager, or park ranger who coordinates with the association may be the principal point of contact.

(1) USACE personnel may not serve in a voting capacity on a cooperating association's governing board or as treasurer for an association. USACE personnel may not act as the official representative of an association in any matter relating to USACE or the terms of the cooperating association agreement.

(2) USACE personnel may serve in an advisory capacity on a cooperating association's governing board or committees. If the association has a membership program, USACE personnel may join and participate in membership activities.

(3) USACE personnel, during their normal work, may assist cooperating associations by performing minor duties, including bookstore sales (if applicable).

Activities to be performed or assistance to be provided by USACE personnel will be described in writing and submitted to the District Commander or Operations Chief, if delegated, for approval on implementation of the agreement.

*h.* Partner personnel may be authorized to operate, for official use only, government-owned or leased vehicles, vessels, or other equipment if deemed appropriate and beneficial. Partner personnel must have the proper training, license, and experience, according to USACE operator permit policies, before operating a government-owned or leased vehicle, vessel, or equipment. Partner personnel who are assigned to operate machinery or equipment (such as chain saws, power shop tools, or specialized equipment) must also demonstrate proficiency in the operation of that equipment and an understanding of safety requirements to the satisfaction of USACE employees overseeing such work.

*i.* USACE will provide the information, support, and training necessary to ensure that all cooperating association activities follow USACE safety standards in EM 385-1-1. The association is responsible for conducting its activities in compliance with this manual and ensuring that its personnel otherwise comply with all USACE safety requirements.

*j.* Cooperating associations aid USACE through a variety of activities and programs that may include, but are not limited to, the following:

(1) Providing educational programs and materials that further public understanding of USACE and/or project mission and its relationship to archeological, natural, historical, cultural, environmental, and recreational resources;

(2) Supporting or conducting special events, interpretive, educational, or scientific activities, exhibits, and programs, including presentations and demonstrations that further public understanding and appreciation of the USACE mission, and/or a particular water resources development project;

(3) Supporting natural resource management and/or public programs at or near USACE projects through conservation and educational activities and special events, and by providing scientific, logistical, maintenance, and other support;

(4) Acquiring display materials, historical objects, equipment, supplies, materials, goods, or other items or services appropriate for management, operation, interpretive, educational, and visitor service functions;

(5) Providing services to visitors through the sale, production, publication, and/or distribution of appropriate interpretive and educational items such as publications, maps, visual aids, audio tapes, pamphlets, handicrafts, and other objects directly related to the recreation, scientific, interpretive, and educational goals and mission of a project, a group of projects, and/or USACE as a whole; and.

(6) Acting as a principal distribution medium for those educational and scientific publications of the government and trade that relate to USACE and/or project mission,

mandate, or management efforts and provide the public with inexpensive and technically accurate materials.

*k.* Cooperating associations will not sell any original artifacts, sacred items, or antiquities to which 16 USC 470aa–470mm (Archeological Resources Protection Act), as amended, applies regardless of whether such items were discovered on lands owned or controlled by the United States.

*l.* Cooperating association agreements will designate where the cooperating association may conduct its activities. The association will not be charged for use of areas, facilities, utilities, janitorial services, routine, or general maintenance when such use is incidental to the usual operation of the project, area, or facility by the government. If the association's use of USACE facility is over and above normal USACE operation costs for the facility, USACE may be reimbursed at an agreed-on cost in recognition of the services that the association is contributing to the public. Any necessary real estate instruments will be executed as separate documents from the cooperating association agreement. The association may be granted a license, easement, or lease, as appropriate and according to ER 405-1-12 for the use of government-owned property.

*m.* Cooperating association employees and volunteers may be authorized to sell USACE passes or permits and collect USACE fees from the public at campgrounds, day-use facilities, visitor centers, administration offices, and other locations where fee collection is normally performed as a government function.

(1) The USACE principal point of contact will ensure that association employees and volunteers are properly trained and provided a security awareness briefing prior to assignment of fee collection responsibilities according to ER 1130-2-550 (Recreation Operations and Maintenance Policies) or superseding guidance.

(2) Any association employee or volunteer handling fees must sign a statement that will be attached to the cooperating association agreement and states the person accepts the risk and liability of handling government funds. Under no circumstances will a cooperating association be authorized to retain revenues from USACE passes, permits, or fees. Cooperating association employees or volunteers must remit all such revenues to USACE for proper disposition.

*n.* If any revenues are collected from a cooperating association's own activities (those activities that are separate and distinct from USACE fee collections), memberships, or sales of the association's publications and materials as part of their agreement with USACE, the association will use such revenues to support the continued operation of the association in fulfilling its management efforts in support of project activities as detailed in the Cooperating Association Agreement.

*o.* Cooperating associations will conduct their fiscal operations according to accepted business practices. This includes the appropriate use of a funds accountability system, purchase orders, receipts, invoices, and inventory records. USACE may review and audit any and all fiscal records at any time during the term of the agreement.

*p.* As applicable, all activities, special events, programs, hours of operation, logistics, prices, standards of service, and merchandise to be sold are subject to prior approval by the District Commander or OPM, if delegated by the District Commander in writing. Approval should be based on maximum benefit and service to the public, and if appropriate, quality, suitability, and fair market value of the merchandise.

*q.* Cooperating association paid employees or volunteers will not wear the USACE NRM Park Ranger/Manager uniform, nor items of clothing that resemble the uniform. Association employees or volunteers are not considered USACE volunteers under 33 USC 569c (Services of Volunteers) and may not be provided with official USACE volunteer uniform clothing items from the USACE uniform contract provider. Association employees and volunteers, 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.

*r.* All salaries, benefits, and liability coverage for cooperating association employees or volunteers is the responsibility of the cooperating association.

*s.* Recognition consistent with standards of ethical conduct is encouraged to express appreciation to partners and publicly acknowledge support that has been received. Partners should be advised to keep USACE apprised of any publicity that they initiate. All publicity will be a joint effort by the partner and USACE, to include mutual agreement of any publicity materials. Procedures for appropriate types of recognition and publicity are provided in Chapter 10.