



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS
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WASHINGTON, DC 20314-1000

CECW-CO

16 January 2026

MEMORANDUM FOR COMMANDERS, MAJOR SUBORDINATE COMMANDS AND DISTRICT COMMANDS, CHIEFS, OPERATIONS DIVISIONS

SUBJECT: Memorandum on Section 1112, Services of Volunteers, and Section 1153, Challenge Cost-Sharing Program for the Management of Recreation Facilities, of the Water Resources Development Act of 2024

1. Purpose. The purpose of this memorandum is to provide guidance for Sections 1112 and 1153 of the Water Resources Development Act of 2024 (WRDA 2024). Section 1112 authorizes the Secretary to recognize volunteers' service through awards. Section 1153 authorizes the Secretary to enter into agreements with private nonprofit entities to collect and retain user fees for the use of developed recreation sites and facilities and reinvest collected fees at the civil works project where collected. A copy of WRDA 2024 Sections 1112 and 1153 are enclosed (Enclosures 1 and 2).
2. Applicability. This memorandum applies to all USACE commands having responsibilities for civil works functions.
3. The contents of this document do not have the force and effect of law and are not meant to bind the public in any way. This document is intended only to provide clarity to the public regarding existing requirements under the law or departmental policies.
4. References.
 - a. 33 U.S.C. 569c.
 - b. Water Resources Development Act of 2024, Sections 1112 and 1153, P.L. 118-272.
 - c. Water Resources and Development Act of 2016, Section 1155, P.L. 114-322.
 - d. Water Resources Development Act of 1992, Section 225, P.L. 102-580, as amended (33 U.S.C. 2328).
5. Overview. This update to the Partnership and Volunteer Programs is effective immediately and will be incorporated into ER 1130-2-500, "Project Operations – Partners and Support" Chapters 10 -14 when revised.
 - a. Section 1112 provides the authority for the U.S. Army Corps of Engineers (USACE) to spend appropriated funds to purchase recognition items for volunteer service.

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b. Section 1153 expands the authority provided by Section 1155 of WRDA 2016 to allow private nonprofit entities to enter into challenge cost-sharing cooperative management agreements for recreation fee areas. It also fully allows partners in jointly managed areas to use the visitor reservation service provided for by contract or interagency agreement and allows the transfer of user fees received by the reservation service to the non-Federal public or private nonprofit entity pursuant to the challenge cost-sharing cooperative management agreement.

6. Additional Resources. The following appendices provide detailed guidance updates to Chapters 8, 9, 10, 11 and 14 of ER 1130-2-500, dated 10 April 2025.

- a. Appendix A: Revised Chapter 8, Cooperating Associations Program
- b. Appendix B: Revised Chapter 9, Volunteer Program
- c. Appendix C: Revised Chapter 10, Contributions Program
- d. Appendix D: Revised Chapter 11, Challenge Partnership Program
- e. Appendix E: Revised Chapter 14, Challenge Cost-Sharing Cooperative Management Agreements

7. Point of Contact. My point of contact is Ms. Heather Burke, National Partnership Program Manager, who may be reached at (678) 972-3824.

Encls

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ENCLOSURE 1

WRDA 2024 Section 1112

SEC. 1112. SERVICES OF VOLUNTEERS.

(a) IN GENERAL.—The Secretary may recognize a volunteer providing services under the heading “Department of Defense—Civil—Department of the Army—Corps of Engineers—Civil—General Provisions” in chapter IV of title I of the Supplemental Appropriations Act, 1983 (33 U.S.C. 569c) through an award or other appropriate means, except that such award may not be in the form of a cash award.

(b) PROCESS.—The Secretary shall establish a process to carry out subsection (a).

ENCLOSURE 2

WRDA 2024 Section 1153

SEC. 1153. CHALLENGE COST-SHARING PROGRAM FOR MANAGEMENT OF RECREATION FACILITIES.

Section 225 of the Water Resources Development Act of 1992 (33 U.S.C. 2328) is amended—

(1) in subsection (b)—

(A) by striking “To implement” and inserting the following:

“(1) IN GENERAL.—To implement”.

(B) in paragraph (1) (as so designated), by striking “non-Federal public and private entities” and inserting “non-Federal public entities and private nonprofit entities”; and

(C) by adding at the end the following:

“(2) REQUIREMENTS.—Before entering into an agreement under paragraph (1), the Secretary shall ensure that the non-Federal public entity or private nonprofit entity has the authority and capability—

“(A) to carry out the terms of the agreement; and

“(B) to pay damages, if necessary, in the event of a failure to perform.”;

(2) by striking subsection (c) and inserting the following:

“(c) USER FEES.—

“(1) COLLECTION OF FEES.—

“(A) IN GENERAL.—The Secretary may allow a non-Federal public entity or private nonprofit entity that has entered into an agreement pursuant to subsection (b) to collect user fees for the use of developed recreation sites and facilities, whether developed or constructed by the non-Federal public entity or private nonprofit entity or the Department of the Army.

“(B) USE OF VISITOR RESERVATION SERVICES.—

“(i) IN GENERAL.—A non-Federal public entity or a private nonprofit entity described in subparagraph (A) may use, to manage fee collections and reservations under this section, any visitor reservation service that the Secretary has provided for by contract or inter-agency agreement, subject to such terms and conditions as the Secretary determines to be appropriate.

“(ii) TRANSFER.—The Secretary may transfer, or cause to be transferred by another Federal agency, to a non-Federal public entity or a private nonprofit entity described in subparagraph (A) user fees received by the Secretary or other Federal agency under a visitor reservation service described in clause (i) for recreation facilities and natural resources managed by the non-Federal public entity or private nonprofit entity pursuant to a cooperative agreement entered into under subsection (b).

“(2) USE OF FEES.—

“(A) IN GENERAL.—A non-Federal public entity or private nonprofit entity that collects a user fee under paragraph (1)—

“(i) may retain up to 100 percent of the fees collected, as determined by the Secretary; and

“(ii) notwithstanding section 210(b)(4) of the Flood Control Act of 1968 (16 U.S.C. 460d-3(b)(4)), shall use any retained amounts for operation, maintenance, and management activities relating to recreation and natural resources at recreation site at which the fee is collected.

“(B) REQUIREMENTS.—The use by a non-Federal public entity or private nonprofit entity of user fees collected under paragraph (1)—

“(i) shall remain subject to the direction and oversight of the Secretary; and

“(ii) shall not affect any existing third-party property interest, lease, or agreement with the Secretary.

“(3) TERMS AND CONDITIONS.—The authority of a non-Federal public entity or private nonprofit entity under this subsection shall be subject to such terms and conditions as the Secretary determines to be necessary to protect the interests of the United States.”; and

(3) in subsection (d)—

(A) by striking “For purposes” and inserting the following:

“(1) IN GENERAL.—For purposes”; and

(B) by striking “non-Federal public and private entities. Any funds received by the Secretary under this section” and inserting the following: “non-Federal public entities, private nonprofit entities, and other private entities.”

“(2) DEPOSIT OF FUNDS.—Any funds received by the Secretary under this subsection”; and

(4) by adding at the end the following:

“(e) DEFINITIONS.—In this section:

“(1) NON-FEDERAL PUBLIC ENTITY.—The term ‘non-Federal public entity’ means a non-Federal public entity as defined in the memorandum issued by the Corp of Engineers on April 4, 2018, and titled ‘Implementation Guidance for Section 1155, Management of Recreation Facilities, of the Water Resources Development Act (WRDA) of 2016, Public Law 114–322’.

“(2) PRIVATE NONPROFIT ENTITY.—The term ‘private non-profit entity’ means an organization that is described in section 501(c) of the Internal Revenue Code of 1986 and exempt from taxation under section 501(a) of that Code.”.

APPENDIX A: REVISED CHAPTER 8 Cooperating Associations Program

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), to share the cost with private nonprofit entities 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,

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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 the Archeological Resources Protection Act of 1979, as amended (16 USC 470aa-470mm), 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 a 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 in accordance with ER 405-1-12 or other applicable regulation regarding 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 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.

APPENDIX B: REVISED CHAPTER 9

Volunteer Program

Chapter 9

Volunteer Program

9–1.Purpose

This chapter establishes the policy and procedures for accepting and maintaining the services of volunteers as authorized by chapter IV of title I of the Supplemental Appropriations Act, 1983, as amended by Section 1047(d) of the Water Resources Reform and Development Act of 2014 (PL 113-121) (33 USC 569c), to carry out any USACE activity, except policy making or law/regulatory enforcement. This chapter includes roles and responsibilities of USACE employees, criteria for determining when volunteer services can be accepted, procedures for conducting background investigations (BI), permissible incidental expenses, record keeping requirements, and appropriate forms of recognition, incorporating the authority provided in Section 1112 of the Water Resources Development Act of 2024 (PL 118-272) to recognize a volunteer through an award or other appropriate means.

9–2.Policy

- a. USACE may accept the services of volunteers and provide for their incidental expenses, including expenses relating to uniforms, transportation, lodging, and the subsistence of those volunteers. A volunteer is not an employee of USACE except for the purposes of 28 USC Chapter 171 relating to tort claims and 5 USC Chapter 81 relating to compensation for work injuries.
- b. Voluntary service is official government business, having value to USACE, conducted by volunteers under the direction of a paid USACE staff member. Volunteers will not be used to displace any USACE personnel. They may, however, perform duties that once were, or are presently, performed by USACE personnel or contractors. In other words, voluntary service may supplement existing staff and include work that would not otherwise be accomplished due to funding or personnel limitations.
- c. USACE will use volunteers wherever it is feasible, cost effective, mutually beneficial, secure and safe, and will employ the procedures for the use of volunteers and all necessary forms, available on the NRM Gateway. Commanders and OPMs must promote the safety and security of USACE personnel and volunteers.
- d. Voluntary service may be accepted from individuals or from members of organized groups. Volunteers will be recruited, and service accepted without regard to race, creed, religion, age, sex, color, national origin, sexual orientation, marital status, political affiliation, or disability.
- e. The following policies relate to accepting officials and program responsibilities.

(1) Designated volunteer coordinators may accept voluntary services under this regulation and may further delegate to the lowest level practicable.

(2) MSC offices will be responsible for the coordination of volunteer programs in their respective areas of responsibility. MSC volunteer coordinators will assist District counterparts and act as a liaison between the Districts and HQUSACE.

(3) District Operations offices will be responsible for administering the volunteer program and assigning a District volunteer coordinator. The District coordinator will be responsible for managing the District program according to this guidance to ensure that it meets the needs of USACE and the volunteers. The District coordinator will assist in assessing needs and identifying work that can be done by volunteers, advise project volunteer coordinators in the proper use of volunteers, assist in recruiting efforts, handle inquiries regarding the program, and keep the District and project staff current on ideas and procedures for using volunteers.

(4) OPMs and Natural Resource Managers are responsible for administering the volunteer program at the project level, designating project volunteer coordinator(s), appointing additional team members as necessary to administer and supervise volunteers, accounting for program assets, accepting the services of volunteers, and observing this regulation while those services are performed.

(5) The project volunteer coordinator ensures that volunteer service agreements and, if applicable, parental/guardian consent is obtained and that each volunteer or group of volunteers are assigned to USACE personnel who are responsible for the work performed. The volunteer coordinator, either directly or through a volunteer supervisor, will ensure that each volunteer is properly oriented and trained and that each volunteer's qualifications are adequate and documented for the work assigned.

f. A successful volunteer program should match USACE needs to the volunteer talents available. The main steps in this process are:

(1) *Assess overall needs.* Define the tasks that need to be done at the individual project or office as identified in the Operational Management Plan (OMP).

(2) *Evaluate costs and benefits.* This program is not "free." It requires staff time, administrative support, and supplies for tasks undertaken. Evaluate costs associated with volunteer service against benefits. Regulate the size of the program to match the site's organizational capability.

(3) *Refine position descriptions.* The project volunteer coordinator will develop position descriptions, including a brief statement of the volunteer's role, duties, minimum qualifications, and desired experience.

(4) *Recruit and select.* Advertise the volunteer program through websites, social media, public service announcements, news releases, personal contact, and brochures.

Volunteer vacancy announcements should include duties, skills required, duration of the position, weekly time commitment, location, lodging information (if applicable), and USACE point of contact. Match the volunteer applicants with the tasks identified, conduct an interview, check references, complete BI as necessary, and finish the acceptance process, including execution of an Optional Form (OF) 301A Volunteer Service Agreement. USACE is under no obligation to accept the services of all volunteer candidates, nor is USACE required to provide a reason for non-selection. If a volunteer candidate is not a good fit for the position or program, USACE should thank the candidate for their interest and document the decision of non-selection.

(5) *Provide orientation and training.* Provide initial orientation to USACE and site missions and provide follow-up training equal to the type of service, length of proposed service, and the requirements for safety according to EM 385-1-1. This should include the review of a Job/Activity Hazard Analysis. Orientation is valuable to volunteers to show how their work impacts overall USACE missions and goals. Volunteers should have a clear understanding of USACE policies, standards, and expectations for success. Volunteers are not required to complete the same mandatory training that USACE employees must complete annually unless necessary for the volunteer position, such as safety and security training, authorized fee collector training, Defensive Driving or Boat Operator License training to operate a government vehicle or vessel.

(6) *Provide supervision.* Identify supervisory channels for the volunteer and clearly describe the work to be accomplished. Supervisors should assign tasks and follow up on assignment completion.

(7) *Performance evaluations.* Develop a mutual performance review process to enable periodic opportunities for communication between the volunteer and their supervisor, resulting in an honest, timely feedback system. Performance reviews should be based on agreed standards, position descriptions, deadlines, and expectations. Informal reviews with volunteers may be conducted periodically, with a written final evaluation on completion of service.

(8) *Termination of volunteer service.* The agreement for volunteer services may be terminated at any time by the volunteer coordinator or the volunteer. Procedures should be developed for providing poor-performing volunteers an opportunity for improvement, such as discussions during periodic reviews, reassignment of duties, warning letters, or probation. Volunteer coordinators should document performance discussions in the volunteer's file with their OF 301A. When all options fail, or when an infraction warrants immediate dismissal, it may be in the best interest of USACE, the volunteer, or the public to dismiss the volunteer.

g. Volunteers must be qualified to perform the work assigned and physically able to do the work. If a volunteer becomes unable to perform the agreed tasks at any point during their service, the volunteer coordinator may terminate the agreement or find a more suitable position for the volunteer. The volunteer coordinator may request the volunteer to complete a Standard Form (SF) 256, Self-Identification of Disability, or

obtain a medical examination if there is a question regarding the volunteer's ability to perform assigned work.

h. Volunteer services may be accepted from the following groups:

(1) Individuals from the private sector or state and local government agencies, whose employers are facilitating the donation of their employees' services to USACE on a short-term, limited basis while keeping them on their payroll (commonly referred to as "hosted workers"), may be volunteers, provided the services they render are truly voluntary. For an individual's services to be truly voluntary, the individuals must be allowed to independently choose whether they want to volunteer. In other words, their employers cannot mandate or otherwise direct them to render their services to USACE. The hosted worker program is intended only for situations where an entity has a policy that allows its workers to spend a limited number of work hours per week/month volunteering or has "volunteer days" for its employees.

(2) Off-duty USACE personnel (in their personal capacities) and their families may be volunteers; however, USACE personnel will not be accepted as volunteers at a project where they are employed or for any work that falls within their regular job description/duties.

(3) Children under the age of eighteen years may be volunteers, provided they have the written consent of their parent or guardian on the OF 301A. All child labor restrictions must be observed. If children are volunteering as part of a group, the leader must provide a complete list of group participants and separate OF 301A agreements signed by the parents/legal guardians for all participants under the age of eighteen. Other organizations' parental consent forms are not sufficient to meet USACE requirements.

(4) Volunteer service may be accepted from legal aliens (permanent residents) or foreign exchange students. Non-U.S. citizens must present their J-1, J-2, F-1 Visa (or passport if they are in the U.S. from a visa-waiver country where visas are not required), or U.S. Permanent Resident Card INS Form I-551 (formerly known as Alien Registration Receipt Card) for review and verification. Examples of acceptable documentation forms are provided on the U.S. Citizenship and Immigration Services and U.S. Department of State websites.

i. The following categories of services cannot be accepted under this volunteer policy.

(1) Services provided by military units, to include Reserve or National Guard units. Services from Reserve units may be provided in accordance with authority provided by section 8124 of WRDA 2022. See Chapter 10 of this ER for limited instances under which contributions of materials, supplies, and services may be accepted from National Guard units.

(2) Inmate labor services from federal, state, and local correction facilities. See the DA, USACE memorandum titled “Inmate Labor Program for Federal and State/Local Inmate Labor at Army Civil Works Projects” (2 March 2020) for procedures and requirements for the acceptance of inmate labor services at USACE-managed water resource development projects.

(3) Partner-funded personnel services as defined in Chapter 11 of this ER for procedures and requirements for the acceptance of partner-funded personnel services.

j. Persons who have ever 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 used as volunteers, regardless of when the crime took place. Persons awaiting trial or under indictment for any of the listed crimes will not be used as a volunteer until the case has been resolved in the person’s favor through the legal process. Except for these crimes, the existence of a criminal conviction does not automatically disqualify an applicant from being a volunteer. Volunteers with criminal convictions not listed here may be considered for service at the discretion of the District volunteer coordinator and the District Security Office by joint decision.

k. Volunteer coordinators will practice due diligence in screening volunteer candidates to assure the safety and security of USACE employees, contractors, and the public. Volunteer coordinators will work with their District Security Office to obtain BI and ensure proper procedures are followed. The decision matrix provided in Table 9–1 shows a quick reference guide to help determine the required level of background investigation and renewal periods.

Table 9-1
Volunteer background investigation procedures and requirements decision matrix

Volunteer Type	Level of Background Investigation (BI) Required	Security Office Involvement/ Processes BI	Background Investigation Expiration	Notes
Level 1				
One-time event.	None required but may choose to use local contractor at project level or District Security Office to run Federal Bureau of Investigation (FBI) fingerprints.	No (unless running an FBI fingerprint check)	N/A	-
Only work under line of sight supervision (LOSS) by USACE personnel with infrequent contact with minors.				
Less than 6 consecutive months and do not meet any of the scenarios below.				
Level 2				
Work independently of USACE personnel with unescorted access into controlled space/non-public areas.	Special Agreement Check (SAC) FBI fingerprint check.	Yes	SAC valid for lifetime as long as there is not a 2-year break in service.	Fingerprints may be done at military base, District Office, law enforcement office, etc.
Require access to government files/records.				
Collection/handling of fees.				
Level 3				
Adults volunteering more than 6 consecutive months.	Tier 1: FBI fingerprints, SF 85, and OF-306 using the Personnel Security Investigation Portal (PSIP) and electronic questionnaire for	Yes	BI valid for lifetime as long as there is not a 2-year break in service.	Volunteer may begin their service once their SAC results (FBI fingerprint check), SF85, and OF-306 forms have been favorably reviewed by the District Security Office for no adverse information, and the SF 85 and OF-306 forms have been submitted to OPM
Involving regular contact with children under 18 years without a parent or guardian present and without constant LOSS by USACE personnel.			BI valid for 3 years.	
Requiring USACE networked computer access/NIPRnet Enterprise Alternative Token System (NEATS) Token Card.	investigation processing.		BI valid for lifetime as long as there is not a 2-year break in service. NEATS Token valid for 5 years.	through the PSIP to process the full investigation.

(1) Volunteers with a military Common Access Card or transferring from another Department or agency who possess a Personal Identity Verification Credential or have undergone the required Tier 1 National Agency Check with Inquiries or higher background investigation at their current or former agency do not need a new background investigation unless there has been a two-year break in service.

(2) Except for volunteers who fall under paragraph 9-2k(3), BI will be effective indefinitely, unless there is a two-year break in service or if the command learns of any adverse information about the individual that was not previously adjudicated in a background investigation.

(3) Per Army Directive (AD) 2014-23 (Conduct of Screening and Background Checks for Individuals Who Have Regular Contact with Children in Army Programs), volunteer positions that involve regular contact with children under 18 years of age without a parent or guardian present, or where the volunteer does not work under constant line of sight supervision (LOSS) by USACE personnel require re-verification every three years. Regular contact is defined as recurring and more than incidental contact with or access to children

during the performance of duties on a USACE site, related to a program or as part of a USACE-sanctioned activity.

(4) Volunteers requiring a Tier 1 background investigation may begin their service once their SAC FBI fingerprint check results, SF85 Questionnaire for Non-Sensitive Positions, and OF 306 Declaration for Federal Employment forms have been favorably reviewed by the District Security Office for no adverse information and the SF 85 and OF 306 forms have been submitted to OPM through the PSIP to process the full investigation.

(5) Digital fingerprints are the preferred collection method and may be obtained at military installations, USACE District and division offices, and law enforcement offices. Volunteers may be reimbursed for fingerprinting services if paying out of pocket. In locations where digital collection is not available, fingerprints may be obtained on the SF 87 or the FD 258 fingerprint card and submitted to the District Security Office for transmission to the Personnel Security Investigation – Center of Excellence (PSI-CoE) following guidance in the PSIP Requestor Guide. All fingerprint cards require a valid Security Office Identifier (SOI), Submitting Office Number (SON), and an Agency Location Code (ALC) to be processed by the PSI-CoE.

(6) Tier 1 BI are required for any of the following:

(a) Individuals 18 years or older who volunteer for more than 6 months consecutively, regardless of number of hours served each day. Per AR 380-67, Section 3-8, District Commanders have the authority to waive the 6-month Tier 1 background investigation requirement, based on the request from the District Security Office, as long as the volunteer service does not include any of the conditions in paragraphs 9-2k(6)(b) and (c);

(b) Volunteers who will have access to a USACE networked computer; or

(c) Volunteer positions that involve regular contact with children under 18 years of age without a parent or guardian present, or where the volunteer does not work under constant LOSS by USACE personnel;

(d) Volunteers who meet the requirements in paragraph 9-2k(1) do not require a Tier 1 investigation.

(7) SAC FBI fingerprint checks are required for the following:

(a) Volunteers that require access to government files and records;

(b) Volunteer positions that require the collection and handling of fees; or

(c) Volunteers who work independently of USACE personnel and have unescorted access into controlled space/non-public areas such as dams, offices, or locked government buildings.

(8) Background investigations are not required but may be conducted at the local project level through outside contractor or through a SAC processed by the District Security Office, for any of the following:

(a) Individuals who volunteer for one-time events;

(b) Individuals who volunteer for less than six consecutive months and do not meet any of the scenarios described in paragraphs 9–2k(6) and (7); or

(c) Volunteers who work only under LOSS by USACE personnel and have infrequent contact with minors.

l. Volunteers may be provided networked computer access after background investigation procedures have been completed and the applicant has been approved in the Mission Partner Identify, Credentialing, and Access Management (MP ICAM) System, making them eligible for a NEATS token. A NEATS token is not required for individuals using computers not connected to the government network.

m. Volunteers may be authorized to sell permits and collect 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 volunteer coordinator will ensure that volunteers are properly trained, provided a security awareness briefing, and sign a statement on their OF 301A that provides: “I acknowledge and accept the risk and liability of handling government funds and accountable property. I further acknowledge that I may purchase a bond from a federally approved bonding institution at my own expense and understand that a bond is not a grant of relief, nor does USACE relinquish its rights against me or the bond in the event of a loss. I have read and understand USACE Recreation Use Fees policy as provided in ER 1130-2-550 or other superseding guidance and will follow the procedures to maintain funds security.”

(2) Volunteers are agents of the Army and are protected under 31 USC 3527 (General Authority to Relieve Accountable Officials and Agents from Liability). To obtain relief under this statute, volunteers may be required to prove non-negligence for any loss.

(3) Fiscal law training is not required for volunteers.

n. Volunteers may be authorized by the volunteer coordinator to operate, for official use, government-owned or leased vehicles, vessels, machinery, or other specialized equipment. Volunteers must have the proper training, license, and/or experience according to USACE operator permit policies, before operating a government-owned or leased vehicle, vessel, or equipment. Government authorization policies apply to volunteers.

o. Volunteers are liable for damages to government property if the volunteer’s

negligence or willful misconduct is the proximate cause of the loss, damage, or destruction of the government property. Standard procedures used to investigate and/or adjudicate incidents involving USACE employees should be used, when appropriate, to investigate and/or adjudicate similar incidents arising from voluntary services provided. For volunteer positions that require the use of government vehicles, vessels, machinery, or other specialized equipment, the requirement should be stated on the volunteer OF 301A and acknowledged by the volunteer.

p. Volunteers may perform construction at USACE water resources development projects when directed by appropriate USACE personnel and when USACE is otherwise authorized to undertake such construction activities under 16 USC 460d (Construction and operation of public parks and recreation facilities in water resource development projects) or other applicable statutory authority.

q. USACE-appropriated funds may be used to pay for training directly related to and necessary for the volunteer to perform their duties (such as cardiopulmonary resuscitation [CPR] or other safety-related training). Training fees may be paid directly to the provider from USACE or reimbursed to the volunteer if approved in advance by the volunteer coordinator and documentation of completed training is provided by the volunteer.

r. Volunteers may be authorized by USACE to use their personal property, such as vehicles or equipment, in performance of their volunteer duties.

s. Volunteers may not carry firearms on their person or in a vehicle while performing volunteer duties at USACE projects. Volunteers who are provided lodging on USACE lands may request a permit from the District Commander per 36 CFR 327.13 (Explosives, Firearms, Other Weapons and Fireworks) to possess firearms inside their private living quarters. Such permit will clearly set forth this restriction and any others deemed appropriate by the District Commander and the permit will be incorporated by reference and attached to the Volunteer Service Agreement of the individual.

t. Volunteers may produce products such as educational or interpretive materials or conduct educational programs and assist at special events for USACE at off-site locations. Any products produced by volunteers for USACE will be considered contributions per Chapter 10 of this ER and become USACE property with full rights of use transferred.

u. Personal safety equipment will be provided by the government according to EM 385-1-1 or purchased by the volunteer and considered reimbursable incidental expenses of the volunteer, if authorized in advance by the volunteer coordinator. Volunteers performing duties for which federal employees are provided immunizations

may be provided the same immunizations paid for or reimbursed by the government. Injuries to volunteers will be reported in the same manner as those involving USACE personnel. Volunteers will not be used in work assignments for which USACE personnel receive hazardous duty pay.

v. Volunteers receive the same benefits and protection as federal employees under the Federal Employees Compensation Act (5 USC 8101 *et seq.*) and the Tort Claims Procedure (28 USC Chapter 171) and are considered federal employees only for those purposes. Volunteers are offered this protection for personal liability, provided they are acting within the scope of their responsibilities.

(1) Volunteers are entitled to first aid and medical treatment for on-the-job injuries, as well as hospital care when necessary. When travel for receiving medical care is necessary, transportation may be furnished or the volunteer's travel expenses reimbursed. If death results from an on-the-job injury, burial and funeral expenses may be paid. However, burial and funeral payments (to include the amounts of such payments), as well as other possible compensations are regulated by the Office of Worker Compensation Programs. Volunteers do not receive compensation for lost wages.

(2) Volunteers must sign an OF 301A or OF 301B, Volunteer Sign-up Form for Groups, as appropriate, to acknowledge their understanding of the scope of benefits and protections afforded to them as volunteers. If the volunteers are part of a group, the group leader should sign the OF 301A and individual volunteers over the age of 18 should complete the OF 301B. Individual volunteers under the age of 18 must have their parent or legal guardian complete the OF 301A.

(3) Volunteers are not typically considered to be part of the USACE-covered population for Employee Assistance Program (EAP) Services or Critical Incident Stress Management (CISM). On a case-by-case basis, EAP and/or CISM services may be offered, or the Federal Occupational Health, when otherwise providing services to USACE, may offer courtesy services to volunteers in the event of an emergency, including traumatic, distressing events during the volunteer's duties.

w. Volunteers may be reimbursed for actual out-of-pocket expenses they incur in performing voluntary service when approved in advance and identified on the individual OF 301A. Reimbursement should be handled on a case-by-case basis. Reimbursement of incidental expenses is not to be understood as salary and is not mandatory. Volunteer coordinators should determine the approximate cost of expenses and have funds approved and certified in a Purchase Request & Commitment in the Corps of Engineers Financial Management System (CEFMS). Such expenses might include, but are not limited to, expenses relating to background investigation fingerprinting fees, laundering volunteer uniforms, transportation, lodging costs, subsistence meals during duty hours, and/or personal safety equipment.

(1) Reimbursement for transportation expenses to and from the volunteer's place of residence may be authorized if within a reasonable commuting distance from the work site. The rate that volunteers may be reimbursed for privately owned vehicle mileage will not exceed the amount identified under the DoD Joint Travel Regulations (JTR). It is recommended, when possible, that volunteers needing routine reimbursement for local mileage driven in a personal vehicle be added to CEFMS and that local travel vouchers be processed as with USACE employees. Volunteers receiving reimbursement for travel may sign up for direct deposit in the same manner as employees.

(2) Long-distance travel expenses may be reimbursed in cases where it can be shown that the services of the volunteer will be of exceptional value to USACE. Such long-distance travel must be accomplished under one of the authorities in the JTR that authorizes the issuance of Invitational Travel Orders and may be approved at the District level. The rate that volunteers may be reimbursed for long distance travel will not exceed the amount identified under the JTR for government employees under similar circumstances. Transportation may include any mode recognized by the JTR, including, but not limited to, personal vehicle, public transportation, trains, and airplanes.

(3) Food and beverages may be provided to volunteers when such subsistence is incidental to the actual rendering of volunteer services. Meals and beverages provided for a recognition event are not incidental to the rendering of volunteer services. Section 1112 of WRDA 24 does not provide the authority to purchase food or beverages for recognition, which is therefore impermissible. Any food or beverages purchased as volunteer subsistence under this policy must be reviewed and approved by the District Resource Management Office and documented appropriately (such as email or Memorandum for Record). Volunteers may be reimbursed for meals during the period of volunteer work. Reimbursement will not exceed the GSA schedule for government per diem.

(4) Claims for reimbursement of a volunteer's incidental expenses should be submitted on OF 1164, Claim for Reimbursement for Expenditures on Official Business, and payment made by Visa check or check from USACE Finance Center (UFC) in Millington, or through direct deposit. The District Resource Management Office should be consulted as procedures vary between locations.

x. Volunteers may be provided modest lodging and related services, including, but not limited to, phone, WiFi, or laundry facilities at CW projects where their voluntary service occurs and not be required to pay a user fee. Districts may use appropriated funds sparingly to rent, purchase, or, when authorized by statute, construct modest volunteer lodging accommodations such as campsites. Permissible lodging may include, but is not limited to, mobile homes, recreational vehicles, campers, cabins, hotel rooms, apartments, former government housing, or campsites.

y. Per the authority granted under 16 USC 460d to construct, maintain, and operate public park and recreation facilities, USACE may construct limited lodging accommodations for volunteers. However, such accommodations must be directly related to the operation and maintenance of USACE recreational facilities and must be comparable to lodging accommodations provided by USACE for public use at the project (such as campsites expressly designated for volunteer use). If volunteers are housed in government-provided quarters, they will not normally be charged for such occupancy. Such accommodations should be noted on the Volunteer Service Agreement.

z. Clothing items may be provided if essential to a volunteer's specified duties, such as in cases where clothing items are needed for safety reasons or when volunteers must be easily identifiable to USACE employees or the public. Proper volunteer identification substantially contributes to the volunteer's ability to perform official duties safely and effectively in support of the USACE CW program.

(1) Official USACE volunteer uniform clothing items must be purchased from the USACE uniform contract provider. Items such as vests, polo shirts, ball caps, and nameplates are available from the USACE vendor in specifically authorized colors and may be changed periodically if beneficial for promoting a positive image for USACE. These items are highly recommended for volunteers who provide an ongoing service in public positions including, but not limited to, park hosts, visitor center staff, and program presenters. Local purchase of items similar to those available through the USACE uniform contract provider (such as vests, shirts, or hats in the same style and color as the contract items or in different colors), is not authorized.

(2) Several different items and multiple quantities of the same item may be provided and worn by the same individual to allow a variation of duties, weather, clear identification, and to allow the individual to maintain a neat and clean appearance each day.

(3) For volunteers performing maintenance duties, volunteer T-shirts may be ordered from a local vendor with the USACE logo and the word "Volunteer." T-shirt colors must be like those offered under the uniform clothing contract, except for safety-colored shirts and reflective materials for visibility. In the event T-shirts are added to the volunteer clothing contract, purchase must be made through the contract instead of a local vendor.

(4) Volunteers are not authorized to wear the USACE NRM uniform patch or any other item of the official NRM Class B, C, or D Park Manager/Ranger uniform.

aa. Regarding accounting and reports, accurate records regarding the number of volunteers, the number of volunteer hours donated, and reimbursed incidental

expenses will be maintained by the volunteer coordinators and reported annually in the Civil Works Business Intelligence – Operations (CWBI-OPS) tool or other HQUSACE-designated data collection tool. Districts or MSC offices may require more frequent reports.

(1) For the purpose of determining the value of volunteer services, USACE and other federal agencies including the National Park Service, Bureau of Reclamation, U.S. Fish and Wildlife Service, Bureau of Land Management, U.S. Geological Survey, U.S. Forest Service, Natural Resources Conservation Service, and the National Oceanic and Atmospheric Administration, will use the Independent Sector's hourly rate as set by the Bureau of Labor Statistics each spring. This rate will be used to calculate the value of service per hour automatically in the CWBI-OPS tool, regardless of age or activity. No cost of living or other adjustments of any kind may be made to this rate. The rate is posted on the NRM Gateway.

(2) The OF 301 will be provided to all people who request information about the volunteer program. It is designed to gather pertinent information on a potential volunteer's background and areas of interest and skills. It can be used to screen applicants, to develop a file of potential volunteers, or to refer volunteers to other projects or agencies.

(3) The OF 301A will be used for Individual/Group Voluntary Services at USACE CW projects, regardless of mission. This form is the official document that legally enrolls an individual in the program and provides them with federal protection in case of injury or tort claim. It must be completed and signed by both the volunteer or organized group representative and the accepting official for all volunteers prior to work starting, even for work projects of only a few hours duration. This form is to be used when working with individual volunteers or groups.

(a) A complete, detailed description of the duties, conditions, and responsibilities must also be attached to the OF 301A. This is important in case questions arise on whether the volunteer was acting within the scope of their assigned responsibilities.

(b) A job hazard analysis or activity hazard analysis must be attached to the OF 301A.

(c) The OF 301A can be modified at any time by mutual consent, but it must accurately reflect the duties of the volunteers at all times. The acceptance/termination line at the bottom of the form serves two purposes. It provides the accepting official with a means of officially terminating an agreement, if appropriate, and it provides a legal record of when an agreement was terminated in case of a lawsuit or injury claim.

(d) The OF 301A remains in effect until terminated but should be reviewed periodically and amended or rewritten for accuracy as projects, requirements,

reimbursements, and other elements of a volunteer's service may change. A copy of the agreement, along with any revisions or amendments, should be given to the volunteer for their records. The original and amendments should be retained by the accepting official for a three-year period following termination in a secured file cabinet or electronically secured folder. These files for inactive volunteers are retained to protect against possible lawsuits or injury claims. After the three-year period, the former volunteer's agreement must be destroyed/shredded.

(e) Volunteers under the age of 18 must have a parent or legal guardian complete the Parental Consent portion of the form. This requirement also applies to volunteers of organized groups.

(4) The OF 301B will be used to list all adult volunteers associated with an organized group. It is not a stand-alone document and must be attached to the OF 301A form that describes the volunteers' duties.

(5) Individual volunteer service hours should be tracked throughout the fiscal year to compile annual data for CWBI-OPS. Data tracked should include hours contributed, dates worked, and tasks accomplished. This information may be needed to establish the validity of a tort claim or Worker's Compensation claim that arises from the volunteer's service.

(6) The SF 87 or FD 258 Fingerprint Card may be used as an alternative to digital fingerprinting when conducting background checks for volunteers who require an SAC or Tier 1 background investigation.

(7) Reproducible copies of all required forms are available on the NRM Gateway.

bb. Regarding volunteer recognition and publicity, projects are encouraged to show appreciation for volunteer services received. Some types of recognition include informal recognition, verbal expression of appreciation by USACE staff, increased responsibilities, involvement in program planning, opportunity to train others, letters of recommendation with accomplishments identified, volunteer appreciation walls in USACE offices or visitor centers, or publicity and pictures in public media.

(1) Appropriated funds may be used for volunteer recognition through a non-monetary award or other appropriate means valued at \$250 per volunteer or less as tokens of appreciation.

(a) Cash awards are not permissible. Gift cards are considered monetary awards and may not be issued.

(b) The use of appropriated funds to purchase food and/or beverages at volunteer recognition events is not permissible.

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SUBJECT: Policy Guidance for Section 1112, Services of Volunteers, and Section 1153, Challenge Cost-Sharing Program for the Management of Recreation Facilities, of the Water Resources Development Act of 2024 (WRDA 2024)

- (c) Example items that would meet the criteria for recognition may include but are not limited to a certificate of appreciation, appreciation gifts, engraved awards or plaques, clothing, hats, mugs, thermoses, pens, bags embroidered or printed with the USACE logo, challenge coins, or similar items.
- (2) OPMs may waive day-use fees for one day or provide free one-night camping certificates to volunteers as a show of appreciation.
- (3) Outstanding volunteers may be nominated for the USACE National Volunteer Awards through an annual nomination process.
- (4) Volunteers are eligible to earn an "America the Beautiful" Volunteer Pass on completion of the specified hours of service under the America the Beautiful Program.
- (5) Volunteers may be eligible for Department of Defense Public Service Awards, which are listed in Appendix A of AR 608-1 (Army Community Service).
- (6) Volunteer coordinators/supervisors may nominate their volunteers for special awards of appreciation by sources outside USACE.
- (7) Special Act Awards are not authorized for volunteers.

APPENDIX C: REVISED CHAPTER 10 Contributions Program

Chapter 10 Contributions Program

10-1. Purpose

This chapter establishes the policy and procedures for accepting voluntary contributions of cash, funds, materials, and services from persons and governmental entities, as authorized by Section 203 of WRDA 1992, as amended (33 USC 2325), in connection with carrying out a water resources project for environmental protection, restoration, or recreation under USACE's administrative jurisdiction. This chapter includes roles and responsibilities of USACE employees, criteria for determining when contributions can be accepted, permissible activities associated with fundraising, and appropriate forms of donor recognition.

10-2. Policy

a. Contributions to provide for operation and management of recreation facilities and protection and restoration of natural resources at CW water resource projects may be accepted and used as provided by Section 203 of WRDA 1992. Under this authority, USACE may accept contributions from individuals, families, organizations, foundations, corporations, businesses, associations, tribes, states, and other government agencies but excluding the project sponsor. Contributions may not be accepted from other federal agencies under this authority. However, funds may be accepted from other federal agencies when separate statute provides the authority, for example under a competitively awarded grant program. The term "contribution" includes anything of value (funds, materials, supplies, or in-kind goods or services) received from an outside source without consideration or an exchange of value.

b. Although 33 USC 2325 authorizes contributions of services, the acceptance of services from volunteers is separately authorized under 33 USC 569c. Except as provided in this regulation or other HQUSACE guidance, contributions of services should be accepted under 33 USC 569c, when otherwise applicable, following the guidance described in Chapter 9.

c. Contributions that are within current authorities, consistent with USACE missions, and are for work items contained in an approved OMP or project master plan according to Chapter 3 of ER 1130-2-550 may be accepted. Only contributions that result in the sharing of operation and management costs and/or in the development of facilities and will not result in a significant net increase in O&M costs should be

considered for approval. Contributions supplement budget allocations as another means to accomplish approved work. Examples of acceptable contributions include:

- (1) Activities, including, but not limited to, the protection, improvement, restoration, rehabilitation, or interpretation of natural resources, environmental features, recreation areas and facilities, or cultural resources. All facilities, products, and work accomplished become the property of USACE.
- (2) Regarding cash, funds, materials, and services, specific guidance on accounting and reporting procedures are provided in ER 37-1-30. Contributions by credit card through online donation methods will be handled in the same manner as cash donations. Each District must work with their local Resource Management Office and the UFC to ensure funds are collected in the correct advance account.
- (3) Regarding brochures or other publications, contributions of any interpretive brochures, videos, periodicals, pamphlets, or social media outlets intended for distribution to the public must be reviewed by the District Public Affairs Office.
- (4) Contributed personal property will be recorded, accounted for, and managed in the same way as other USACE personal property.
- (5) Funds or other items received as a result of a competitively awarded grant from foundations, nonprofit or for-profit organizations, non-federal governmental entities, where allowed in that entity's authorization.
 - d. Real estate cannot be accepted under the Contributions program.
 - e. Individuals and groups, including non-federal governmental entities but excluding the project sponsor may make contributions. The project sponsor is the entity that funded the non-federal cost share, if any, when the applicable water resource project was initially authorized and constructed. Not all USACE water resource development projects were constructed with project sponsors.
 - f. Contributions of troop construction/demolition services and/or materials and supplies may be accepted from National Guard units when such units are operating as state entities in a Title 32 status and the assistance is for environmental protection, restoration, or recreation activities as otherwise contemplated under 33 USC 2325. Prior to accepting contributions from a National Guard unit, the authorized USACE employee will obtain a written certification from the unit's Commander that all soldiers will be in a Title 32 status, acting on behalf of their state government, while performing work at the CW project. Contributions of troop services may not be accepted from active, Reserve, or federally activated National Guard units (members operating in a Title 10 status) under this authority but may be accepted under the

authority of WRDA 2022, Section 8124, Reserve Component Training at Water Resources Development Projects.

g. Contributions of inmate labor services from federal, state, and local correction facilities may be accepted on USACE-managed water resource development projects according to the procedures and requirements provided in paragraph 9-2i(2).

h. Contributions by federal agencies may not be accepted under 33 USC 2325. Acceptance of any such contribution must be authorized under separate statutory authority and will not be considered or recorded as a contribution. Granting personnel from other federal agencies opportunities to participate in USACE special events or outreach activities to further the other agency's assigned missions, at no additional cost to USACE, is not considered a contribution and does not require express statutory authority (such as a U.S. Fish and Wildlife Service biologist discussing bear safety at a USACE Safety Day event).

i. Contributions received will be available for projects in addition to the allocated O&M budget and will not result in a reduction of allocated funds. Acceptance of contributions under this authority does not constitute an impermissible augmentation of agency appropriations.

j. Contributions may be accepted by authorized USACE employees as outlined in Table 10-1. Authorized USACE employees must have sufficient experience, training, and organizational responsibility to fully consider all factors and circumstances when accepting contributions and must comply with this policy and ethics rules whenever a contribution is offered.

Table 10-1
Employees authorized to approve and accept contributions

Authorized Employee	Threshold/Value*
MSC/District/Project Level/Field NRM Staff	Contributions valued at \$2,500 or less per donor in a single year, or a series of pledged donations with a cumulative value of \$2,500 or less from any one donor over several years
District NRM Chief/OPM/Park Manager	Contributions valued at \$100,000 or less per donor in a single year, or a series of pledged donations with a cumulative value of \$100,000 or less from any one donor over several years
District Chief of Operations	Contributions valued at \$500,000 or less per donor in a single year, or a series of pledged donations with a cumulative value of \$500,000 or less from any one donor over several years
District Commander	Contributions valued at \$1,000,000 or less per donor in a single year, or a series of pledged donations with a cumulative value of \$1,000,000 or less from any one donor over several years

Division Commander	Contributions valued at more than \$1,000,000 per donor in a single year, or a series of pledged donations with a cumulative value of more than \$1,000,000 from any one donor over several years
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*Approvals subject to meeting all acceptance factors.

k. Authorized USACE employees must act in a legally and ethically appropriate manner, gather sufficient information about a prospective donor, and document the factors considered in their decision making. A checklist to help determine and document the appropriateness of accepting a proposed donation is available on the NRM Gateway. The checklist is required for any donation or series of donations valued at \$2,500 or more; however, its use is encouraged for donations of any amount. Authorized USACE employees must seek guidance from their District Office of Counsel if an answer on the checklist is a “yes” or “maybe.”

l. Contributions may be declined when, because of the nature of the contribution, its use, conditions imposed, profit motive, or the character or notoriety of the contributor, it may appear contrary to, compromising, or inconsistent with the laws, regulations, purposes, principles, integrity, standing, or reputation of USACE, the United States Army, or the federal government.

(1) To maintain the integrity of USACE programs and operations, a contribution must be declined if it appears by its size or circumstances to be an attempt to influence any significant USACE decision or action that affects the donor’s interests or otherwise grant the donor special treatment in dealing with USACE.

(2) Contributions and any conditions or restrictions placed on them must be consistent with law, regulation, USACE policy, authorized project purposes, and applicable project plans.

(3) Contributions will not be used by a donor to state or imply USACE endorsement of the donor or the donor’s products, services, or enterprise.

(4) To maintain the public confidence in USACE and its programs and employees, USACE should determine whether acceptance of a contribution might likely result in public controversy by conducting a publicly accessible search for history of criminal or civil violations by the donor.

(5) USACE generally will not accept a contribution from a donor involved in litigation with USACE. There may be circumstances, however, where the subject of the litigation is sufficiently removed from the proposed donation so as not to create any appearance of impropriety. For example, these circumstances may exist when a donor proposes a donation to USACE that is clearly unrelated to the litigation with another USACE office or element or in an amount that does not suggest it is intended to influence the handling of the litigation. The District Office of Counsel must approve

all contributions offered by a donor involved in litigation.

(6) Contributions from an entity that holds or is seeking a concessions contract will be declined. This does not pertain to payment in lieu of rent transactions between USACE and concessionaires.

(7) USACE will not accept donations that impose or require a fundraising challenge to USACE to match the donation, or that obligates donated or appropriated funds in advance of their receipt.

m. In instances where a donor has a specific project they are interested in funding, it is recommended to the maximum extent possible that the donor provide the materials, supplies, or services required in lieu of a cash donation.

n. Regarding memorial contributions, USACE may accept donated funds or materials for construction of a facility such as a park bench or picnic table in memory of a donor's family member if the item meets USACE standards. A plaque or sign may acknowledge the donation in memory of the deceased family member. Due to the sensitive nature of this type of contribution, the donor must be made aware that the contribution becomes property of USACE and may be relocated or decommissioned as necessary. Notice should be provided to the donor stating that USACE cannot guarantee the lifetime of the memorial facility. The interment of ashes or other human remains are not permitted as part of a contribution. Volunteer maintenance by the donor family may be required to maintain the property. Memorial contributions are accepted at the discretion of the OPM and may be denied if deemed unsuitable for the project.

o. Each location that accepts contributions will have a contributions plan that describes the work that will be accomplished with any potential contributions and includes a framework for donor recognition. A District plan may serve as the contributions plan for all water resource projects in the District. The plan will be reviewed and updated by District Operations staff as needed. This document will become part of the water resource project's OMP. It is recommended that project-specific contributions plans be updated annually. A contributions and donor recognition plan template is available on the NRM Gateway Contributions webpage.

p. Contributions may be used to fund salaries of term or temporary USACE employees. Contributions may not be used to fund the creation of a permanent full-time employee or wholly fund the annual salary for a full-time permanent position. However, contributed funds may be used to create a funded work item for work on a project by permanent employees, such as project design work, environmental reviews and planning studies, and administrative support of partnership projects. Contributions will not be used to begin construction, a phase of construction, or other projects or programs unless there are sufficient appropriated and donated funds in

hand to ensure completion of the work to a degree that has independent utility. Research projects, books, mapping, exhibits, films, and all other projects funded with contributions must receive the same reviews and approvals as projects funded entirely by appropriations.

q. USACE employees may not directly make a request to an outside source for contributions to USACE. However, USACE employees are permitted to respond to public inquiries about the contributions program and provide program information or educational materials to potential contributors in a diplomatic manner to inform them of the opportunities that are available. Employees will avoid the appearance of soliciting contributions.

r. USACE employees are subject to certain standards of ethical conduct as prescribed under 5 CFR 3601 (Supplemental Standards of Ethical Conduct for Employees of the Department of Defense), 5 CFR Part 2635 (Standards of Ethical Conduct for Employees of the Executive Branch, and DoD 5500.07-R (Joint Ethics Regulation), which prohibit, among other things, federal employees from giving preferential treatment to any entity or individual.

(1) Employees may not use their official title, position, or authority of their public office to endorse any product, service, or enterprise. Additionally, employees may not engage in outside activities that conflict with the performance of their official duties. Federal employees may, while off duty and in a personal capacity, be members or leaders of outside organizations, provided they act exclusively outside the scope of their official position. Employees will not take any official action on matters affecting an organization in which they are an active participant or have been an officer or director within the last year.

(2) These and other similar ethical conduct references throughout this regulation describe only some of the primary standards of ethical conduct applicable to USACE employees and should not be viewed as comprehensive guidance. It is the responsibility of each USACE employee to understand and abide by all standards of ethical conduct set forth in the most recent version of DoD 5500.07-R or other related guidance and consult with their local ethics counselor as needed.

s. USACE employees may not, in their official capacity, serve on the board, either as a voting member or as non-voting member, including as an ex-officio member, or as an officer or trustee of a cooperating association, friends group, or other USACE partner organization that raises funds to benefit USACE. However, USACE employees may be appointed by their supervisor as points of contact or liaisons to non-federal partner organizations as part of their official duties when appropriately appointed. Employees will not be appointed as liaisons to organizations in which they are officers or directors. Employees should consult with their ethics counselor to ensure compliance with ethics requirements.

t. Regarding contribution boxes, a contribution box may be set up by USACE or by an authorized partner at field offices, visitor centers, and other appropriate locations. The installation of a contributions box is optional, at the manager's discretion.

(1) The box should be of a similar design used in many museums. The contribution box should be locked and have a sign stating the use of the contributions. It should be clear to the visitor that any money collected is a voluntary contribution and is not required for touring the visitor center, receiving brochures or pamphlets, or any other services.

(2) Funds received from USACE-maintained contribution boxes must be accounted for in the same manner as any other donation. Partners will not handle USACE funds or accept contributions given directly to USACE.

(3) Virtual online contribution boxes may be set up on USACE lake and river project websites that link to a separate page with more information on how to donate. USACE employees may, when asked by visitors about opportunities to donate to support recreation or environmental stewardship projects and programs, direct them to web-based donation boxes maintained by USACE or a partner of the USACE water resource project.

(4) USACE may allow an association or authorized fundraising partner to install and maintain a contribution box at USACE facilities, provided a sign states that the funds received go to the association/partner and describes the intended use of contributed funds. The contributions box must be approved in the cooperating association agreement or in a memorandum to the authorized partner. The agreement/memorandum must include the number, location, appearance, and length of time the donation boxes will be located at USACE facilities, times and methods for collecting funds, accounting procedures, projects that will be funded by the proceeds of the donation box, and disposition of funds in the event the partnership ends. An example memorandum is available on the NRM Gateway.

(5) When cooperating association/partner contribution boxes are at locations other than a USACE visitor center or office, a real estate license should be issued for the placement of the box at the USACE recreation or natural resource area. USACE employees will not collect or handle funds from the cooperating association/partner contribution box.

u. Regarding fundraising by outside entities, the implementation of many partnership projects depends on monetary support from non-federal organizations. Private fundraising is one method that non-federal organizations often employ to generate funding.

- (1) Per ethics regulations referenced in paragraph 10–2r, USACE employees are not permitted to engage in, or otherwise assist with, such fundraising activities. Negotiating and developing a partnership agreement, where USACE and a partner are coming together and contributing resources toward a mutually beneficial outcome, is not considered fundraising. USACE employees can negotiate with partners in the context of a partnership agreement and partners can then independently fundraise to generate their contribution to the partnership.
- (2) Cooperating associations and other partner organizations may accept contributions to the organization but will not handle USACE funds or accept contributions given to USACE. The partner may accept contributions and use them for the continued operation of the organization or donate the funds for USACE NRM efforts as detailed in their agreements. USACE employees should consult with their ethics counselor for any concerns regarding fundraising.
- (3) USACE may allow the non-intrusive display or distribution by a partner of materials at USACE facilities to educate visitors about an authorized fundraising activity of the partner. The material must identify the USACE partner conducting the fundraising and inform visitors how they may receive additional information. Materials may include, but are not limited to, donation envelopes, quick-response (QR) codes/website and digital donation links, architectural drawings, models, graphics, newsletters, or other similar information.
- (4) USACE may authorize links from USACE websites to partner websites that provide opportunities to make electronic contributions provided that such linkages conform to USACE information technology management and security policies, including those pertaining to websites. All authorized links providing opportunities for electronic contributions must be authorized by a written partnership agreement such as an MOU, challenge partnership agreement, or cooperating association agreement between USACE and the partner.
- (5) In many cases, donors contribute to a nonprofit partner of USACE, with the partner subsequently contributing to USACE. Most nonprofit partners also have their own professional standards under which contributions are screened. Donor review is required by partners engaged in any fundraising activity intended to ultimately benefit a USACE project to determine if the contributions are consistent with the purpose and mission of USACE and are in the best interest of the agency. A donation with conditions on its use cannot be accepted if those conditions conflict with laws, rules, regulations, or USACE policies and project missions.
- (6) Consistent with this and other applicable regulations and law, nonprofit partners of USACE may engage in fundraising activities on government property and keep those funds. All such fundraising activities must be approved by the OPM in writing, in advance. In instances where a special use permit is required, such

approval may be included as a condition of the permit. All costs associated with a fundraising effort on government property, including required plans and studies, are the responsibility of the fundraising partner.

v. The following policies relate to accounting and reports.

(1) Prior coordination with Logistics Management should occur before contributed personal property is accepted. For recordkeeping purposes, the value of materials and equipment should be determined using the local market value for which comparable items could be purchased or rented if for short-term use. Recording, accounting, and management of property items will comply with ER 700-1-1 (USACE Supply Policies and Procedures).

(2) Monetary contributions will be accounted for according to the most current memo, Subject: Civil Works Collection Policy. Money collected from contributors will be deposited into account 096X3123 of U.S. Treasury according to the requirements outlined in ER 37-1-30 and will be available until expended regardless of fiscal year received. Checks should be made out to Finance and Accounting Office (FAO), U.S. Army Engineer District (USAED), (insert District name here).

(3) Collections are handled as a non-federal contribution, with a work item set up in P2 citing appropriation 096X3123 where the funds will be captured when completing the advance account, allowing the District Resource Management office to fund the transaction.

(4) Monetary contributions will be transmitted not later than Thursday of each week or each day the total amount collected but not transmitted exceeds \$5,000. DD Form 1131 is the authorized form for transmittal to the Finance and Accounting Officer. These funds are immediately available to the donated site for obligation and expenditure without further action by HQUSACE after the confirmed receipt is received from the Federal Reserve Board.

(5) All contributions received will be available for expenditure at the project where they are collected. Contributions received at the District, MSC, and headquarters offices will be distributed as deemed to best meet the goals described in the contributions plan. Contributions earmarked for a specific project purpose may be accepted provided the purpose is consistent with the project Master Plan or OMP. Contributed funds are not subject to year-end closeout and may be carried over to future fiscal years. Once collected, contributed funds are considered appropriated funds of the Federal Government, available solely for the purposes set forth under 33 USC 2325, and subject to any valid use restraints placed on the funds by the contributor. As such, all funds will be accounted for and disbursed under the same standards of accountability as appropriated funds received through annual appropriations.

(6) Appointment of authorized collectors for receiving monetary contributions must be made in writing by the Finance and Accounting Officer according to ER 37-1-30. When accepting direct monetary donations, the fee collector must issue a receipt to the donor. A standard receipt book is appropriate for this purpose. A note should be written stating the purpose of the contribution.

(7) USACE does not provide tax advice. If a contributor asks for tax information, the USACE representative should ask the contributor to consult their tax advisor. If requested, a receipt should be furnished to contributors for their contribution. A letter acknowledging the acceptance of a contribution should be written for any contribution.

(8) Each water resources project office will maintain accurate records on contributions. A sample tracking spreadsheet is available on the NRM Gateway. The project office will report annually the total amount of contributions via the CWBI-OPS tool or other HQUSACE designated data collection tool.

w. The following policies relate to donor recognition and publicity.

(1) Recognition is encouraged to express appreciation to contributors and acknowledge the public support that has been received. USACE will acknowledge its appreciation in a manner consistent with USACE mission and goals and the standards of ethical conduct. This may include letters or certificates of appreciation; news releases to newspapers, magazines, social media channels, radio, and television; photo opportunities, ribbon-cutting ceremonies, articles in the project news briefs; or other appropriate means. Media recognition should be coordinated with the District Public Affairs Office.

(2) At a minimum, USACE will acknowledge all direct contributions in writing through a letter of appreciation and acceptance. This letter of acceptance will note the date of acceptance, amount of cash donation or description of in-kind contributions provided, as well as articulate any conditions that might apply to the contribution. The letter will not attempt to value non-monetary contributions but will note the quantity and descriptions of items received. This will serve as a record the donor may use to verify their charitable contribution. A copy of the letter will also be maintained by USACE for recordkeeping purposes. An example letter of acceptance is available on the NRM Gateway.

(3) Media events, press announcements, photo opportunities, ground breakings, ribbon cuttings, festivals, clean-up days, and other activities or forums in which the donor is involved (such as an annual meeting/convention of nonprofit organizations) can be used to provide high-profile donor recognition. Some of these events may be held on site per USACE policy. USACE projects may recognize partner or donor support on banners, posters, flyers, and similar items. If USACE is the primary host, it should be clear that it is a USACE event held in cooperation with "xyz" organization

or company.

- (4) OPMs may waive day-use fees for one day or provide free one-night camping certificates to contributors as a show of appreciation.
- (5) USACE may recognize on its website the partnership with an organization or function as a donor recognition board.
- (6) Plaques or other mementos may not be purchased with appropriated funds and given to donors to recognize contributions of volunteer service in accordance with paragraph 9-2 bb(1). Monetary or cash awards will not be offered.
- (7) Recognition will avoid any suggestion of commercialization, advertising, or endorsement of a product, service, or organization. The recommendation of commercial enterprises, products, and services are considered endorsements. Agencies and employees will not refer to brand names of commercial products in interviews and in written, audio, and visual materials. However, acknowledging the contributions of an organization, including a commercial enterprise, is not considered endorsement when the business, specific products, and services are not promoted or recommended. USACE employees should consult their ethics counselor for any concerns regarding possible endorsement.
- (8) USACE personnel may recommend exceptional contributors to HQUSACE NRM Branch for possible special recognition. The annual national Excellence in Partnership award recognizes exceptional contributions by a partner providing substantial support to USACE. Ceremonies may also provide excellent opportunities to communicate partnership accomplishments and recognize donors.
- (9) In some instances, a contribution may warrant on-site recognition. This form of recognition usually occurs in the project office, visitor center, or a recreation facility or developed area. USACE will avoid on-site recognition that might clutter, detract, or interfere with the scenic value of the environment or project facilities. Use of small markers, bricks, or plaques may be appropriate on some locations to provide recognition of a contributor, express gratitude, and encourage others to contribute. On-site recognition is typically provided in the form of a “credit line” as described here, or statement of appreciation by USACE. Examples of appropriate on-site recognition include, but are not limited to, the following:
 - (a) Credit lines are a short, discrete, unobtrusive statement expressing appreciation typically found at the end of the material or item or on a donor recognition plaque. Only simple donor credit lines, including name script, QR code/website and logos, are appropriate on printed or electronic material, audio/video products, wayside exhibits, kiosks, interpretive signs, or as recognition for a special

event.

(b) Recognition will not include specific product names, slogans, or advertisements. The credit line on a lake brochure may state, "This brochure was made possible through the contribution of <logo, name script, name, website>." On electronic material (video, film, etc.), the donor recognition may appear either at the beginning or the end of the presentation. However, the use of digital on-screen graphics or "bugs" are not permissible forms of donor recognition. In the case of computerized information kiosks or other electronic displays to be placed in visitor service areas, the credit line containing the donor's name script, logo, or website may appear either at the beginning or the end of the presentation.

(c) Where a donation is integrally related to the lake/project, to the existence of the lake/project, or to what is being interpreted, interpretive programs may identify the donor and how the donation was used.

(d) A sign may recognize donors' contributions to a restoration or construction project. The sign should be informational, of appropriate design and scale, and express clearly that USACE is recognizing the donation. It should inform visitors about the nature of the project and the support of the donor.

(e) When on-site displays are deemed appropriate, tasteful, and unobtrusive, plaques or other treatments may be used. The duration of this form of recognition may vary depending on the project, donation, and location. Plaques are not to be affixed to the "historic fabric" of structures nor should they, or any other donor recognition treatment, be placed in natural zones or cultural zones where they intrude on the character of the area. Donor recognition is allowed on motor vehicle, benches, bricks, paving stones, pathways, landscaped areas, or other facility furnishings. Plaques acknowledging the contribution of a donor to the construction, restoration, or rehabilitation of a room or facility are allowed. As an example, a plaque may state: "The construction/renovation of this room (or facility) was made possible through the generous donation of (fill in the name)."

(f) Donor recognition boards, walls, or plaques are permitted in visitor centers or other appropriate visitor facilities. These boards or walls should use a format that allows recognition of donors by the placement of name plates or other markers that can be added and removed with relative ease. A project's donor recognition plan should establish criteria for any donor boards or walls, including minimum thresholds for recognition and duration. The names of corporate or business donors will appear in the same fashion as all other names. Corporate name scripts and logos will not be used on donor boards and walls. Donor boards and walls, either electronic or traditional, should be integrated into the design of the facilities.

(g) To maintain USACE policy that its facilities be free of commercialism, advertising, and marketing, slogans and taglines may not appear under any circumstances.

(h) The permanent naming of visitor centers, rooms, features, or lake facilities will not be used to recognize contributions of any kind to a lake/project or USACE. The temporary naming of rooms or USACE facilities is permitted only to recognize donations for the renovation of that facility or construction of a new facility. The renovation or rehabilitation of structures or historic or natural features may not be acknowledged through naming. The District Commander must approve naming opportunities. Naming is limited to a period of one year after completion of the renovation or construction unless an extension has been granted by the Division Commander.

(10) USACE should advise contributors to apprise USACE of any publicity they initiate.

(11) Regarding events held at USACE facilities with partners, events fall into two categories: non-USACE events allowed under special use permit, and events wholly or partially held by USACE. In either case, the event may recognize corporate participation by limited use of corporate logos and name script on temporary event facilities (signs, T-shirts, literature). These items may be used at all such special events provided the size, scale, scope, and location of corporate logos and name script does not dominate the event facilities or area. This is to prevent commercialization of the event or project.

(a) For official USACE events, USACE may provide appropriate recognition, provided corporate names are not used in a way that implies or suggests USACE endorsement of a product or company or be construed as commercial solicitation or advertising. The purpose of such recognition is simply to acknowledge the participation of a partner. To prevent the appearance of endorsement, any conditions on offering or accepting a contribution should be included in an exchange of letters or other written documentation. They include provisions specifying the amount, type, and size of recognition signs. On-site notices (such as banners) must be appropriate to the character and scale of the event. The project manager may display such notices for a period of time in advance of the event to encourage public attendance. Partners may be permitted to establish a temporary hospitality area for special events.

(b) For non-USACE events, notices on temporary displays directly associated with the event containing the partner(s) names or logos or name script may be placed in close proximity to the event in both time and location.

(12) Examples of letters and certificates of appreciation, news releases and

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articles, event recognition, banners, agency and partner websites, credit lines, construction signs, plaques, and donor boards are available on the NRM Gateway Contributions Program page.

APPENDIX D: REVISED CHAPTER 11
Challenge Partnership Program

Chapter 11
Challenge Partnership Program

11-1. Purpose

This chapter establishes the policies and procedures for the Challenge Partnership Program as authorized by Section 225 of the Water Resources Development Act of 1992, as amended, (33 USC 2328), to share the cost 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 challenge partnership agreements may be used.

11-2. Policy

a. The Challenge Partnership Program, as authorized by 33 USC 2328, will be used to provide opportunities for non-federal public and private nonprofit entities to contribute to and participate in the operation and/or management of recreation facilities and natural resources at USACE water resource development projects. Partnering with others provides a way to stretch the USACE budget by sharing the cost of operating and/or managing recreation facilities and natural resources.

b. Challenge partnership agreements at water resource development projects may be used to provide operation and/or management and development of recreation facilities and natural resources where such facilities and resources are being maintained at complete federal expense. Challenge partnership agreements may not be used on outgranted, leased, or licensed lands.

c. Challenge partnership agreements for recreation facilities may be entered into when they supplement USACE programs without increasing future USACE O&M costs or, if future USACE O&M costs will be increased, when it is a sound business decision (such as any increase in O&M costs will be offset by future revenue increases).

d. Challenge partnership agreements may be used for the identification, protection, improvement, rehabilitation, preservation, management, or interpretation of natural resources, environmental features, recreation areas and facilities, or cultural resources.

e. The partner may contribute funds, including cash, materials, personal property, equipment, or services as their portion of the challenge partnership

agreement. In addition, USACE may contribute to the partnership project; however, USACE may not give funds directly to the partner to make purchases. These contributed resources will be combined with regular project resources as a supplement to accomplish the work designated in the agreement.

f. Real estate cannot be accepted as a partner's share of a challenge partnership agreement.

g. Work selected for challenge partnership agreements must be within current authorities. Work that will be accomplished through any current or potential agreements will be included in the annual work plan as an appendix of the approved OMP. Work will generally be accomplished during one fiscal year but may carry over to multiple years. Proposed work not in an approved OMP must be approved by the next higher management level.

h. Personal property that is contributed and accepted will be recorded, accounted for, and managed in the same way as other USACE property.

i. All facilities and work accomplished become the property of the government. The partner may not assume any ownership rights in the facilities constructed or in federal lands involved in the collaborative effort.

j. Under 33 USC 2328, there is no fixed rate of cost share. Flexible 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.

k. Challenge partnership agreements are different from Project Partnership Agreements or PCAs.

l. These agreements are NOT cooperative agreements as that term is used in the FGCAA (31 USC 6301-6308) and are not otherwise subject to the FGCAA, nor are they subject to the DoDGARs published in Chapter I, Subchapter C of Title 32, CFR, 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.

m. Challenge partnership agreements must be negotiated and executed with non- federal public and private nonprofit entities before those entities may participate in a challenge partnership project. The contribution by USACE and the partner(s) is to be determined by negotiation on a case-by-case basis. Each

agreement must address the mutual benefits of the work, what each party will provide, and administration of the agreement. A sample agreement and a sample financial work sheet that itemizes the monetary value of each party's contribution completed as part of the agreement is available on the NRM Gateway.

n. Regarding discretion to decline, challenge partnership opportunities may be declined due to the nature of the proposal; its use; conditions imposed; profit motive or the character or notoriety of the contributor; appearance contrary to, compromising, or inconsistent with the laws, regulations, purposes, principles, integrity, standing, or reputation of USACE, the United States Army, or the federal government. Challenge partnership opportunities that create or give the appearance of a conflict of interest or have conditions inconsistent with USACE mission must be declined. A checklist of acceptance factors for consideration is available on the NRM Gateway.

o. The following policies relate to oversight and approval authorities.

(1) MSC Commanders are responsible for the overall execution of the challenge partnership program in their respective MSCs.

(2) Approval authorities for challenge partnership agreements include:

(a) MSC Commanders for agreements that involve water resources projects from two or more of their subordinate Districts regardless of total dollar value of the agreement, and any agreement exceeding a total value of \$1,000,000 for any of their Districts.

(b) District Commanders for agreements that involve water resources projects solely in their District with a total value greater than \$500,000 but equal to or less than \$1,000,000.

(c) District Chiefs of Operations for agreements solely in their District with a total value greater than \$100,000 but equal to or less than \$500,000.

(d) OPMs/Park Managers for agreements solely in their project boundaries with a total value equal to or less than \$100,000.

(3) Total value is the aggregate value of all services, materials, and equipment provided by a partner. The value of partner services is determined by estimating the total cost to the government if such services were procured by contract or the cost to perform the services using government personnel. The value of materials and equipment provided as part of the partnership should be determined using the local market value of comparable items for purchase or rent if for short-term use.

p. Funds and materials for a given year must be available before the work begins. Partners will not be given special privileges for participation in the challenge partnership program. USACE will not agree to any provision that limits USACE's ability to negotiate, accept, and execute challenge partnership agreements or contributions from other qualified entities. Challenge partnerships with multiple partners on the same work project, multiple work projects, and/or multiple physical locations may be accepted.

q. Services that the partner performs as a part of the challenge partnership program must be carried out in conformance with federal, state, and local laws and standards.

r. The following policies relate to partner-funded personnel.

(1) For purposes of this ER, the term "partner-funded personnel" is defined as individuals providing services at a CW project, at no cost to USACE, on an ongoing, long-term, or indefinite basis while receiving payment for such services from a third party (such as a non-USACE employee who works at the information desk of a USACE project visitor's center and receives payment from the local county government to do so).

(2) Services of partner-funded personnel may be accepted under 33 USC 2328 from non-federal public and private nonprofit entities that have entered into a Challenge Partnership Agreement for Partner-Funded Personnel. A sample agreement is available on the NRM Gateway. Long-term staff and volunteers of cooperating associations do not need to complete a partner-funded personnel challenge partnership agreement as their services are covered under their cooperating association agreement.

(3) Partner-funded personnel are separate and distinct from volunteers, to include hosted workers, as described in Chapter 9. In particular, the legal status of the partner-funded personnel providing services to USACE under the authority of 33 USC 2328 differs from that of volunteers and short-term hosted workers providing service under the authority of 33 USC 569(c).

(a) Partner-funded personnel do not receive protections under the Federal Employees Compensation Act and the Tort Claims Procedure (28 USC Chapter 171) that volunteers and hosted workers receive under section 569(c).

(b) Partner-funded personnel are not authorized to receive reimbursements from the government for incidental expenses that volunteers and hosted workers may receive under section 569(c).

(c) Partner-funded personnel are considered employees of the partner organization that is funding them. Any pay, benefits, or liability protection must be 100 percent provided by the partner organization.

(4) Partner-funded personnel services may be accepted only from adults age 18 or older.

(5) Background investigations for partner-funded personnel are required according to the same guidelines provided under the USACE Volunteer Program 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.

(6) Consistent with guidance provided in paragraph 11–2s, partner-funded personnel may be authorized to operate, for official use, government-owned or leased vehicles, vessels, machinery, or other specialized equipment if deemed appropriate and beneficial.

(7) Partner-funded personnel may be authorized to sell permits and collect 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. The operations project manager will ensure, prior to partner-funded personnel collecting or otherwise managing fees, that partner-funded personnel are properly trained and provided a security awareness briefing and that their Challenge Partnership Agreement for Partner-Funded Personnel and associated Partner-Funded Personnel Status Recognition Statement include the appropriate provisions and acknowledgments regarding the collection and custody of fees.

(8) A signed Challenge Partnership Agreement for Partner-Funded Personnel between USACE and the partner organization, as well as a completed Partner-Funded Personnel Information Sheet and signed Partner-Funded Personnel Status Recognition Statement are required to accept the services of partner-funded personnel.

s. Regarding operation of vehicles, vessels, and equipment, 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 per 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 the safety requirements to the satisfaction of USACE employees overseeing such work.

t. Regarding safety, all safety rules and regulations apply to work accomplished with challenge partnership agreements. Safety training provided to USACE personnel will also be provided to partners performing services, including review of the Activity Hazard Analysis. Injuries to partners performing services will be reported in the same manner as those involving USACE personnel. The reporting procedures will be the same except that item 17 on ENG Form 3394 (Mishap Notification and Investigation), will be checked “other – partner.”

u. USACE does not provide tax advice. If solicited, USACE representatives should suggest partners consult their tax advisors to determine if their share of a challenge partnership agreement is charitable for tax purposes or deductible for any other reason.

v. Regarding procurement and contracting requirements, challenge partnership agreements will not be used as a substitute for contracts or procurements subject to the Federal Acquisition Regulations and other applicable procurement statutes and regulations.

w. Regarding accounting and reports, each water resources project office will maintain accurate records on challenge partnership agreements according to ER 37-1-30. Reports will consist of the name of the partner(s), the project undertaken, the total value of challenge partnership agreements, the partners’ amount of contributions, and USACE’s amount of contributions. This information will be reported annually via the CWBI-OPS or other HQUSACE designated data collection tool. Divisions or Districts may require more frequent reports of greater detail.

(1) Partner donated funds from challenge partnerships will be deposited into account 096X3123 of the U.S. Treasury according to the requirements outlined in ER 37-1-30. DD Form 1131 is the authorized form for transmittal to the Finance and Accounting Officer.

(2) These donated funds are immediately available to the Civil Works site for obligation and expenditure without further action by HQUSACE after the confirmed receipt is received from the Federal Reserve Board. All funds will be disbursed under the same standards of accountability as annually appropriated funds.

(3) Appointment of authorized collectors and accepting officials for receiving funds from challenge partnership agreements must be made in writing by the Finance and Accounting Officer according to ER 37-1-30.

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x. USACE may encourage participation in the challenge partnership program by informing prospective partners of the opportunities that are available. Potential participants include non-federal public and private nonprofit entities such as civic organizations, nonprofits, cooperating associations, universities, state and local governments, and Tribal entities.

y. 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.

APPENDIX E: REVISED CHAPTER 14
Challenge Cost-Sharing Cooperative Management Agreements

Chapter 14
Challenge Cost-Sharing Cooperative
Management Agreements

14-1. Purpose

This chapter establishes the policy and procedures for Section 1155 of WRDA 2016, as further amended by Section 1153 of WRDA 2024, authorizing the Secretary to enter into cooperative agreements with non-federal public entities and private nonprofit entities under Section 225 of WRDA 1992, as amended (33 USC 2328), which may include the collection and retention of user fees for the use of developed recreation sites and facilities, whether developed or constructed by such entities or the DA, and reinvestment of collected fees at the site at which the fees are collected. Sections 1155 and 1153 further authorized participating non-federal public entities and private nonprofit entities, hereafter, ‘eligible entities’ as further defined under paragraph 14-2.a.(4) of this chapter, to use any visitor reservation service that the Secretary of the Army has provided for by contract or interagency agreement.

14-2. Policy

a. *Cost sharing.* USACE may share the cost of managing recreation facilities and natural resources at USACE water development projects by entering into an agreement with eligible entities to provide for operation and management of recreation facilities and resources where such facilities are being maintained at complete federal expense.

(1) These agreements are NOT cooperative agreements as that term is used in the FGCAA (31 USC 6301--6308) and are not otherwise subject to the FGCAA, nor are they subject to the DoDGARs published in Chapter I, Subchapter C of Title 32, CFR, 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 an eligible 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. The expectation and goal are that the savings and benefits to the government should be greater than or at least equal to the loss of revenue to the treasury.

(3) Agreements under this chapter are different from Project Partnership Agreements or PCAs.

(4) Eligible entities that may enter into agreements for the management of recreation facilities under this authority fall into two categories:

(a) *Non-federal public entities*. These are limited to state, county, municipality, or local governments; public institutions of higher education; and Indian Tribes.

(b) *Private nonprofit entities*. These entities are described in section 501(c) of the Internal Revenue Code of 1986 and exempt from taxation under section 501(a) of that Code.

(5) Areas, facilities and natural resources in project site areas (PSAs) on USACE fee-title land or any land on which USACE fully operates and maintains PSAs, including Tribal lands operated by USACE, are eligible for co-management under this authority.

b. *Competition*. Competitive procedures will be used to encourage participation by a broad base of the most highly qualified eligible entities to co-manage and operate USACE recreation areas. These procedures will include competition among as many eligible entities as possible using a published or widely disseminated notice. Competitive procedures must include, at a minimum:

(1) *Notice to eligible entities*. The notice may be publicly disseminated by the District Commander with unlimited distribution, or, when specialized expertise is required, limited to at least two eligible entities. All notices will be posted on the NRM Gateway or other public website. Multiple eligible entities may submit a joint proposal to work together to co-manage and operate one or more PSAs.

(a) The synopsis for each notice must provide complete instructions on where to obtain the notice and should have an electronic link to the internet location at which the notice is posted. The notice will clearly explain the process to submit proposals, list all information and documentation that proposals must contain, and provide the evaluation method and selection criteria.

(b) Notices must be posted for a minimum of 10 calendar days.

(2) *Evaluation*. To qualify to enter into an agreement under this authority, an applicant must, at a minimum, be a non-federal public entity or private nonprofit entity as defined in paragraph 14-2a(4); and have the management capability and adequate financial and technical resources to execute the program of activities envisioned under the agreement. A satisfactory record of executing recreation programs or natural resource management activities, as well as USACE past experience with the eligible

entity should be a consideration factor.

(3) *Selection.* The OPM will review evaluations and make a recommendation to the District Commander according to the evaluation method and selection criteria provided in the notice. The District Commander is the final partner selection approval authority and may accept the OPM's recommendation or conduct their own evaluation and selection based on the criteria provided in the notice. The OPM or District Commander may decline any proposal that could adversely affect the operation and beneficial use of the project, violates existing laws or regulations, or reflects unfavorably on USACE and the United States Army.

c. *Challenge Cost Sharing Cooperative Management (CCSCM) Agreement.*

(1) *Requirement for a written agreement.* Once an eligible entity has been selected, a Challenge Cost Sharing Cooperative Management Agreement (CCSCM) Agreement is required to establish the terms, conditions, administration, and responsibilities of USACE and the CCSCM partner(s).

(2) *Use of model agreement.* All agreements under this authority must follow the model template available on the NRM Gateway. The model specifies areas where the parties have discretion to determine their respective operation and management responsibilities and contributions through negotiation. Any substantive deviations from all other provisions of the model must be approved by the Director of Operations and Regulatory, HQUSACE.

(3) *Approval authority.* District Commanders are responsible for the approval of CCSCM Agreements that involve water resources projects in their District. This authority cannot be further delegated.

(4) *Survey.* Prior to executing the CCSCM Agreement, USACE should provide the eligible entity a survey listing all government property.

(5) *Term.* CCSCM Agreements are limited to an initial term of ten years, plus the allowance of an additional 5 option years without the need for further competition. The parties must execute option years within thirty days of the termination date of the initial term or previous option period. If a partner desires to continue a partnership relationship beyond the maximum term set forth in a CCSCM Agreement, the partner must re-compete for the opportunity.

d. *Partner Operations Plan.*

(1) Prior to a partner providing or USACE accepting any goods or services under a CCSCM Agreement, the parties must develop a mutually agreed-on Partner Operations Plan (POP) that outlines the respective operations, maintenance,

administration, and development activities to be undertaken by the CCSCM partner and USACE.

(2) POPs must be updated annually with a two-year plan of operations by the parties. POPs may be modified at any time by mutual written agreement of the parties. POPs and any modifications thereto must be approved in writing by the designated partner representative and the MSC Operations Chief, who will coordinate with HQUSACE Natural Resources Branch for concurrence before enactment.

(3) The POP sets forth the full extent of a CCSCM partner's authorities and responsibilities at the site. Unless otherwise authorized by law, POPs will not include partner activities that USACE could not perform on its own under existing authorities. Partner activities must be described in sufficient detail to ensure a mutual understanding of the parties regarding the parameters of the partner's authorities and responsibilities. Proposed partner construction activities must be consistent with the project master plan and will be supported by a detailed scope of work and construction drawings. Proposed partner equipment acquisitions will be supported by an explanation of the intended use of the equipment and will describe the equipment by model and/or series number, if available.

(4) Background investigations for non-partner personnel, contractors, or volunteers are required according to the same guidelines provided under the USACE Volunteer Program 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.

(5) During the term of the CCSCM Agreement, the OPM will notify the CCSCM partner of any updates to the existing project master plan affecting the premises and provide the partner an opportunity to comment.

e. *Budget.*

(1) The CCSCM partner must submit a proposed two-year budget as part of the POP for initial review to the OPM, who will coordinate with the MSC Operations Chief for final approval. This budget proposal will also be coordinated with District, MSC, and HQUSACE Business Line Managers before official enactment. It is mandatory to coordinate these two-year budget/operation plans with Business Line Managers to understand budget implications to appropriations for the subsequent fiscal years.

(2) Partner budgets must provide cost estimates for all partner activities listed in a POP for a given year and all anticipated partner personnel and overhead expenses for the year. The MSC Operations Chief has the sole discretion to approve adjustments of budgeted amounts for each partner activity/expense. Once the MSC Operations Chief

approves an annual budget or modification, the budgeted amounts cited therein for each partner activity/expense serve as the maximum limits for partner expenditures on that activity/expense and may not be exceeded without the prior written approval of the MSC Operations Chief.

f. Fees and fiscal management.

(1) Under a CCSCM Agreement, a CCSCM partner may collect “Recreation Use Fees” and “Special Use Permit Fees” as those fee types are defined under ER 1130-2-555 or superseding guidance and retain up to 100 percent of collected fees for the operation, maintenance, and management activities relating to recreation and natural resources at the recreation site at which the fees were collected, whether such sites or facilities were developed by the partner or by USACE.

(2) The CCSCM partner may charge fees only according to guidance in ER 1130-2-550 or superseding guidance using the USACE fee schedule. This includes but is not limited to fees for use of campsites, swimming beaches, shelters, and boat launching ramps. Applicable requirements under ER 1130-2-550 include, but are not limited to, limitations on fee rates and items for which fees may be charged; the biennial submission of fee schedules to the District Chief of Operations for approval; and submission of Special Use Permits to the OPM for approval. Within thirty days of executing a CCSCM Agreement, the applicable District and/or project offices will provide training to partner personnel regarding the applicable requirements of ER 1130-2-550.

(3) The CCSCM partner is required to accept all America the Beautiful Interagency Passes (hereinafter “Interagency Passes”), the USACE Annual Day Use Passes, and discounts at the co-managed PSA as specified in ER 1130-2-550 or superseding guidance. Other discounts or passes will not be accepted. CCSCM partners may be authorized to sell Interagency Passes under the requirements set forth in ER 1130-2-550. However, under no circumstances will a CCSCM partner be authorized to retain revenues from the sale of Interagency Passes. CCSCM partners must remit all revenues from Interagency Passes to the project office for deposit in the appropriate special account in the U.S. Treasury as required under ER 1130-2-550.

(4) The CCSCM partner may charge fees for outdoor recreation related equipment and services provided for visitor use according to the guidelines set forth in ER 1130-2-550. Examples include firewood, ice, laundry machine use, shower use, dump station use, parking, and equipment rentals such as rent-a-tents or kayaks.

(5) It is the direct responsibility of the CCSCM partner to safeguard public monies from the time of collection until deposited.

(6) With the exception of revenues from the sale of Interagency Passes, fees collected by a CCSCM partner under this authority are retained on site and are not deposited into the Treasury. All monies received must be used by the CCSCM partner for the administration, maintenance, operation, and development of the co-managed PSA according to an approved POP and within the funding limits of an approved annual budget.

(7) As permitted in POPs and annual budgets, CCSCM partners may use collected fees to fund contractors and partner staff who contribute to the operation, maintenance, administration or development of the co-managed sites, whether term, temporary, seasonal, or permanent.

(8) The CCSCM partner must comply with the OMB allowable cost principles set forth in OMB Circular A-87 (Cost Principles for State, Local, and Indian Tribal Governments). In the event of a dispute over the CCSCM partner's use of user fee receipts, to include debt collection actions, the CCSCM partner will be held to these allowable cost standards and other limitations as set forth in a CCSCM Agreement, POP, and annual budget.

(9) The CCSCM partner will provide an annual statement of receipts and expenditures for initial review to the OPM, who will coordinate with the District Commander. The OPM will also provide this annual statement of receipts and expenditures to the District, MSC, and HQUSACE Business Line Managers. The District Commander will have the right to perform audits or require the CCSCM partner, using partner-collected user fees, to audit the records and accounts of the partner according to auditing standards and procedures promulgated by the American Institute of Certified Public Accountants or by the state, and furnish the results of such audits to the District Commander.

(10) The goal and expectation of this partnership is that the CCSCM partner will make capital investments according to the CW project budget proposals related to maintenance using revenue collected at the site. Cost savings realized by USACE should be invested in other areas at the CW project to the maximum extent possible but may be used for investment at the jointly managed areas if necessary.

g. Reservation Service. To promote consistency in operations, the CCSCM partner is encouraged to use, to the maximum extent practicable, any visitor reservation service that USACE has provided for by contract or interagency agreement to manage fee collections and reservations

h. Construction and equipment. CCSCM partners may construct facilities and acquire equipment that USACE would otherwise be authorized to construct/acquire for the O&M of the co-managed areas.

(1) All proposed construction activities and equipment acquisitions must be included in the POP and be approved by the USACE OPM before construction starts or acquisition of equipment occurs.

(2) All CCSCM partner-constructed facilities and acquired equipment will be considered property of USACE and will remain property of USACE following termination of the CCSCM Agreement, unless the CCSCM partner can demonstrate to the OPM's satisfaction that no USACE funding, Recreation Use Fees, or Special Use Permit Fee receipts were used to construct/acquire the facility/equipment. In other words, the partner must demonstrate that it constructed/acquired the item in question using its own extraneous funding sources.

i. *Use of property.* USACE may provide equipment, materials, or supplies purchased for USACE O&M purposes to the CCSCM partner to operate and maintain a co-managed area. Any non-expendable property will be considered on loan to the partner, documented on a property receipt and must be returned to USACE in working condition with reasonable wear and tear at termination of the CCSCM Agreement.

(1) Personnel of the CCSCM partner 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/or 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 be provided with a job hazard analysis and demonstrate proficiency in the operation of that equipment and an understanding of safety requirements to the satisfaction of USACE employees overseeing such work.

(2) The CCSCM partner may contribute funds, including cash, materials, personal property, equipment, or services as a portion of the CCSCM Agreement.

j. *Protection of property.* The CCSCM partner will be responsible for any damage that may be caused to property of USACE by the activities of the partner, including actions by the partner's employees, agents, contractors, volunteers, or their invitees, and will exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes.

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

i. *Contracts.* The CCSCM partner may procure and manage contracts for

services such as janitorial, mowing, gate attendant, law enforcement, or other services required under the CCSCM Agreement and POPs. Such contracts, and any disputes or liabilities arising therefrom, will be the sole responsibility of the CCSCM partner. The CCSCM partner will maintain a contract administration system that ensures the contractors perform according to the terms, conditions, and specifications of their contracts.

m. No requirement for a real estate instrument. CCSCM Agreements do not require a partner to receive an outgrant or other form of real estate interest to accomplish the objectives under a CCSCM Agreement. All responsibilities and obligations of the parties should be set forth in the CCSCM Agreement. Any extraneous arrangements such as concessions outgrants will be handled as separate transactions according to existing regulations and guidance.

n. Real estate interests. USACE reserves the right to grant real estate interests affecting any part of the co-managed areas to third parties. USACE may solicit input from the partner, but it is the sole responsibility of USACE to administer requests, make awards, and manage grants of real estate interests in the co-managed area. If a partner desires to receive a real estate interest from USACE to perform activities beyond the scope of a CCSCM Agreement, Districts and project offices will handle such requests according to existing USACE regulations and policies and will afford the partner no deference or advantage as a result of a CCSCM Agreement.

o. Partner recognition and publicity. Recognition consistent with standards of ethical conduct is encouraged as a way 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.

p. In the event the CCSCM Agreement is terminated, the areas that were co-managed will be assessed in accordance with applicable guidance to determine if they can be operated without increasing overall O&M costs, or for consideration for closure or alternative operational changes.