

**BLM Agreement Number BLM-OR-W000-1801
Subject Function Code 1786/8300 (P)**

**COOPERATIVE MANAGEMENT AGREEMENT
BETWEEN
UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF LAND
MANAGEMENT
SAN JUAN ISLANDS NATIONAL MONUMENT
And
KEEPERS OF THE PATOS LIGHT, INCORPORATED**

**TO IMPROVE CUSTOMER SERVICE, INCREASE OPERATIONAL EFFICIENCY
AND ENHANCE LAND STEWARDSHIP, RESOURCE PROTECTION,
PRESERVATION AND CONSERVATION**

I. PARTIES

The entities described throughout this document will be the United States Department of the Interior, Bureau of Land Management, Spokane District, hereinafter referred to as "BLM" acting through and by the Spokane District Manager and the Keepers of the Patos Light hereinafter referred to as "KOPL". Both entities are entering into this Cooperative Management Agreement (CMA).

II. PURPOSE

The purpose of this CMA is to provide a framework for cooperation to improve the effectiveness and efficiency in attaining shared missions and goals at Patos Island and Lighthouse property, located on Patos Island in the San Juan archipelago of Washington State.

There are three broad goals for this agreement:

- 1) to assure the best customer service,
- 2) to increase operational efficiency, and
- 3) to enhance land stewardship, resource protection, preservation and conservation.

This CMA is intended to define the roles and responsibilities for both parties, describe shared interests at the BLM-administered Patos Island and Lighthouse property, a landscape of the San Juan Islands National Monument and to clarify KOPL's collection and use of monies towards common goals.

The BLM is mandated to implement comprehensive natural and cultural resource programs that are responsive to the objects and values stated in Proclamation 8947, the designation of the San Juan Islands National Monument, and to the biological, social, cultural, and economic needs of the lands under the BLM's jurisdiction:

Patos Island Lighthouse is on the National Register of Historic Places. The BLM seeks to maintain and protect the significant historical value of the light station and to enrich the public's understanding of its contribution to local history while providing opportunities for the public to enjoy the scenic natural and historic values of the property. The BLM and KOPL share similar or complementary missions and objectives to sustain, protect, and conserve the resources of Patos Island and Lighthouse property for the benefit of future generations. It is advantageous for the BLM and the KOPL to combine and coordinate projects to attain the mutually defined goals and objectives of both

parties, as outlined in their mission statements. Both the BLM and the KOPL desire to establish an atmosphere of cooperative conservation, preservation, and responsible use and to work collaboratively at providing best practices and results for the natural and cultural resources, customers, and affected communities within this ecosystem.

The BLM and the KOPL agree, to the extent feasible under legal, fiscal, and other limitations governing each party, to accomplish shared missions, goals, and outcomes using the principles of cooperation and collaboration to serve the mutual interest of the parties, the public and future generations.

The BLM and the KOPL agree to develop mutually beneficial projects and programs of work under this agreement including the sharing of resources as described under Part V.C.

This agreement provides for the BLM and KOPL to meet their goals by conducting joint projects including, but not limited to: planning, communications, site cooperative management, resource protection and maintenance, safety, recreation management, volunteer and education programs, workforce and organizational support (e.g., administration), Geographic Information Systems and mapping, engineering, facilities management, fire and aviation, interpretation, museum and concessionaire services, Light Keepers for the Day, and host programs.

III. BACKGROUND

A. In 1987, the United States Coast Guard relinquished management of Patos Island to the BLM with the exception of the lighthouse and 5 acres around the lighthouse. In 2002, the BLM assumed management of the remaining 5 acres and the lighthouse. In 2013, San Juan Islands National Monument was designated, with Patos Lighthouse and the outstanding natural setting to be among those values to be conserved, protected and restored.

Recreation opportunities at Active Cove and the Patos Island Lighthouse are cooperatively managed by the BLM and the Washington State Parks Commission according to a Memorandum of Understanding. In cooperation with the Washington State Parks and BLM, the KOPL has been conducting authorized activities on Patos Island and the Lighthouse through on-going Letters of Agreement since 2009 (MOU 8300-OR-130-09-005).

IV. AUTHORITY

A. BLM Authority: This CMA is entered into under the authority provided by Section 307(b) of the Federal Land Policy and Management Act (FLPMA) of October 21, 1976 which authorizes the Secretary of the Interior, subject to the provisions of applicable law, to enter into contracts and cooperative agreements involving the management, protection, development and sale of public lands.

The primary authority for BLM to accept donations is FLPMA 43 U.S.C § 1737, Section 307. This authority permits the BLM to " ... accept contributions or donations of money, services, and property for the management, protection, development, acquisition, and conveying of public lands."

B. KOPL Authority: KOPL is a 501(c)(3), non-profit charitable organization and, as such, is authorized to enter into cooperative agreements with other entities to further the mission, goals and objectives of the nonprofit.

V. PRINCIPLES OF AGREEMENT

A. KOPL agrees:

1. To serve as a collaborative partner and assist BLM in the protection and interpretation of Patos Island and Patos Lighthouse.
2. That the KOPL Articles of Incorporation and Bylaws shall comply with requirements of the State of Washington in which KOPL is incorporated. Nonprofit status must be maintained in accordance with Federal and state laws and KOPL shall make available for inspection, at the request of the BLM, documents demonstrating non-profit status. The CMA will automatically terminate if nonprofit status is lost.
3. To provide the BLM with proof of liability insurance at a minimum of one million dollars and list the United States Government on the certificate as "additional insured."
4. To operate a volunteer docent interpretive museum inside the Patos Island Lighthouse. All materials in the museum, including interpretive displays and items available for sale, will be reviewed and approved by the BLM Authorized Officer (representative from the San Juan Islands National Monument) before being placed on display.
5. To collect public contributions including, but not limited to, proceeds from the sale of educational or interpretive items consistent with the following solicitation rules:
 - a. All solicitations for funds or other donations related to this partnership must: be expended in a manner consistent with this CMA, inform the public that the contributions are being made in the name of the partnership, and advise the public on how the funds will be used.
 - b. Donation boxes may be installed on BLM property provided that they are consistent with the solicitation rules listed here. Donation boxes may be placed only on BLM property, on property jointly administered by the BLM, or for the benefit of the BLM. Donations boxes must be labeled "Donations to KOPL support the educational, interpretive, volunteer, and maintenance programs of Patos Island and Lighthouse." "Funds deposited frequently." Funds will be deposited as often as the remote island setting allows and/or within 15 days of the start of every month.
 - c. In a manner consistent with this agreement between KOPL and the BLM, all public contributions direct to KOPL, or for store items less expenses, will be expended to support educational, interpretive, and volunteer programs, and to maintain the historic site as agreed upon between both parties.
 - (1) Nonpublic land generated funds: KOPL reserves the right to use membership monies as deemed appropriate by the KOPL board of directors.
 - d. KOPL will establish a non-intrusive display and/or distribution of materials to educate visitors about an authorized fundraising partnership or activity. The material must identify the BLM fundraising partner, KOPL, what the funds will be used for, and inform visitors how they may receive additional information. Materials may include donation envelopes, architectural drawings, models, graphics, newsletters, or other similar information. KOPL will provide BLM with drafts for review and approval before being placed on display.
 - e. No sales of original artifacts, such as potsherds or projectile points, to which the Antiquities Act

of 1906 and the Archaeological Resources Protection Act of 1979, or other applicable cultural resources laws would apply. Buildings, structures, and other historical objects at the site are government property and may not be removed, altered, or destroyed without prior written authorization from the BLM.

6. KOPL may propose maintenance and other recommendations for adaptive re-use of the historic facility. If a determination is made to proceed with a project, the BLM and KOPL will consult to identify opportunities for KOPL involvement or donation of funds. Funds may be used to complete and facilitate entire projects or be combined with funds from other sources, including BLM funding and or grants. Agreements will become attachments to this CMA.

7. To maintain the facilities that they use:

a. With prior approval from the BLM, KOPL may propose, redesign, and renovate KOPL-owned display structures, furnishings, equipment, signing, and display lighting. The cost of such work shall be borne by KOPL.

b. KOPL shall keep the areas which they are utilizing such as the barn, host pad, and storage facilities clean and presentable throughout the work day. All storage items will be placed in mouse-proof plastic containers and the storage areas will be kept clean and clear for entry and exit.

c. KOPL shall exercise reasonable care to prevent damage to any government property used by or during its operation and shall, insofar as possible, protect all such property.

d. KOPL shall lock all exterior doors when not in use.

e. KOPL shall close and ensure that all windows are locked when not in use.

f. KOPL shall inspect fire extinguishers, initial inspection tags and notify the BLM if deficiencies are found.

g. KOPL shall clean, sweep and dust their areas at minimum of once per week and/or as needed.

h. KOPL shall not share the key to the facility beyond need by maintenance workers or docents.

8. To maintain financial records and accounting for funds:

a. KOPL shall conduct its fiscal operations in accordance with accepted business practices, board approval for purchases, receipts, invoices and inventory records. KOPL shall submit to the BLM annually, within 90 days of the calendar year end, a complete financial report, including an activities report specific to the BLM. The report shall be accompanied by a written summary of activities for the year. The complete financial report will clearly demonstrate where and how donated funds were allocated and distributed

b. Funds collected through public contributions and sales at Patos Island and Lighthouse shall be accounted for separately from any other corporation accounts.

c. The records of KOPL are subject to review in accordance with general practices and procedures

of non-profit organizations.

9. Personnel

a. KOPL shall provide such volunteer personnel as are necessary to operate the facilities including the museum and may provide volunteer support to the BLM interpretive, administrative, and maintenance staff. Volunteer personnel may include, as necessary, a docent, host, interpretive specialist, and laborers. All KOPL volunteers will be represented through a BLM Group Volunteer Form.

b. KOPL shall coordinate with BLM to ensure volunteers involved in visitor contact be oriented in the BLM's recreation visitor services program and be known to the BLM's Authorized Officer (representative from the San Juan Islands National Monument Office) before assuming such responsibilities.

c. KOPL volunteer personnel are not Government employees and are not authorized to undertake any Government function or activity on behalf of the BLM beyond routine visitor services and participation in interpretation, Living History, or similar programs. KOPL volunteers shall not engage in activities which would reasonably lead the visiting public to conclude that they are Government employees. KOPL volunteers who have signed or are named in a BLM volunteer agreement form may wear a BLM volunteer uniform. All KOPL volunteers shall wear easily observable and readily identifiable indication of KOPL affiliation when performing duties at Patos Island and Lighthouse.

10. Safety

a. KOPL shall have adequate communications to reach Emergency Medical Services, Fire, and the San Juan County Sheriff. At a minimum, KOPL shall have a cell phone with adequate coverage which can be reached from the historic grounds and a VHF radio with a minimum of five watts to be used as an emergency device.

b. At a minimum, there shall be at least one KOPL personnel certified in First Aid and CPR on site during all KOPL group functions.

c. KOPL shall have a large First Aid kit on site at all times. At a minimum, the First Aid kit should be similar in design to a "Group" outdoor emergency First Aid Kit. When large events are planned, KOPL will ensure additional first aid-kits shall be furnished by the involved group in quantities appropriate for the number of event participants.

11. Activities

a. KOPL will coordinate special events that may be subject to an environmental and cultural resource review/planning process and monitoring with the BLM at least six months prior to scheduling such activities. Any KOPL activities occurring on the BLM administrative unit must meet BLM standards and be approved by the BLM.

b. KOPL activities which happen on a more regular basis, for example, routine activities (docent program June through September; small co-sponsored work parties; on-going maintenance activities) conducted in the past will be reviewed during the annual meeting and items could then

be approved. Any other activities (unique special interest national and local level events) which are not identified at the annual meeting and do not require environmental and cultural resource review/planning process and monitoring must be approved by the BLM at least 45 days prior to scheduling the activities by the Authorized Officer (representative from the San Juan Islands National Monument Office).

B. BLM agrees to:

1. Merchandise, Donations, Interpretive and Educational Materials.

a. Cooperate with KOPL in the planning and design of merchandise appropriate for public distribution and sales by KOPL at the facilities provided by the BLM. BLM Authorized Officer (representative from the San Juan Islands National Monument Office) will review and approve all items or materials proposed for display or use on BLM-administered lands prior to their implementation.

b. Track, evaluate, and approve or reject donations.

c. BLM agrees to respond in a timely fashion to the extent possible as dictated by BLM rules, policy and regulations.

2. Facilities

a. Allow KOPL to use the Patos Island Lighthouse for the sale of educational and interpretive items, for the benefit of the visiting public, and for storage. Typical storage items include, but are not limited to, brochures, storage bins, chairs, common hand tools, folding picnic tables, common cleaning supplies and other necessary supplies. Flammable liquids are not allowed to be stored on site with the exception of in BLM approved storage locations.

b. With reasonable notice to KOPL, the BLM reserves the right to relocate or withdraw facilities in order to meet the needs of the BLM.

c. Have access to all facilities at all times.

d. The facilities will remain open to BLM inspection needs at all times.

e. Evaluate the use of facilities by KOPL each year and BLM reserves the option to discontinue or modify the authorization of facility use.

f. Evaluate KOPL's proposals for maintenance and other recommendations for adaptive re-use of the historic facility. BLM will evaluate these recommendations for inclusion in the site plan.

3. Personnel

a. Provide training to KOPL volunteers to ensure volunteers involved in visitor contact be oriented in the BLM's recreation visitor services program and be certified by the BLM Authorized Officer (representative from the San Juan Islands National Monument Office) before assuming such responsibilities.

4. Activities

a. Review KOPL special events to ensure that any KOPL activities occurring on the BLM administrative unit meet BLM standards, environmental and cultural resource review/planning processes and monitoring. Once conditions have been met, BLM may approve the special event or activity.

b. Review regular KOPL activities by the BLM Authorized Officer (representative from the San Juan Islands National Monument Office) annually (i.e.: small fundraising events, group visits, and docent activities).

C. It is mutually agreed that:

1. The BLM and KOPL will collaborate in the long-term preservation and stewardship of Patos Island and Lighthouse.

2. The BLM and KOPL will enter into agreement, supplemental to this CMA, and when necessary or otherwise appropriate, regarding the implementation of specific agreed projects, tasks or initiatives.

3. The BLM and KOPL agree to use shared equipment, facilities, and other resources, as appropriate, to accomplish mutually agreed-upon work. Under this agreement, the using borrowing entity generally will be held financially liable for the loss, theft, damage, or destruction of property items from the authorizing/loaning entity. All employees, staff and volunteers have a personal obligation for the proper care, security, and return of property entrusted to them or under their control or direct supervision. The BLM and KOPL will meet annually or as needed to identify training, development needs, identify appropriate uses for donated funds, review projects and programs, and agree upon shared priority goals and other items identified under this agreement.

4. A Fundraising Agreement will be necessary for larger activities. The need for a fundraising agreement will be evaluated in consultation with KOPL. An agreement will always be needed if donations or a series of donations will exceed \$25,000.

VI. ADMINISTRATION (OTHER PROVISIONS)

1. Nothing in the CMA will be construed as limiting or affecting in any way the respective authorities or legal responsibilities of either party.

2. Nothing in this CMA binds either party to perform beyond their respective authorities.

3. Nothing in this CMA requires any party to assume or expend any sum in advance of appropriations available nor does this agreement obligate the parties to spend funds on any particular project or purpose, even if funds are available.

4. The mission requirements, funding, personnel, and other priorities of either party may affect the ability of either party to fully implement all the items and opportunities identified in this CMA.

5. Activities conducted under this CMA will be in compliance with the nondiscrimination provisions as contained in Titles VI and VII of the Civil Rights Act of 1964, as amended, the Civil Rights

Restoration Act of 1987 (PLI 00-259) and other nondiscrimination statutes, namely Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972. The Age Discrimination Act of 1975, and in accordance with BLM Equal Opportunity and Zero Tolerance of Discrimination and Harassment Policy which provides zero tolerance for discrimination or harassment on the grounds of race, color, national origin, age, sex, religion, marital status, sexual orientation, disability, genetic information, or other protected activity.

6. Use of the BLM logo must be approved by the BLM and be in compliance with applicable BLM policies pertaining to printing or the use of the BLM logo.

7. Work performed under this agreement shall not displace regular employees, impair existing contracts for services, or compete with free labor in the production of goods and services.

8. KOPL members or volunteers utilized under this addendum are not Federal employees for the purposes of laws administered by the Office of Personnel Management (OPM) and do not have entitlement to any Federal benefits such as insurance, retirement, or leave. The BLM shall have no responsibility for expenses of Corporation members or volunteers, for which KOPL has full and exclusive responsibility.

9. BLM employees will be not be members of the KOPL Board of Directors and will not represent KOPL in any matter between it and the BLM.

10. All facilities or land resource developments or improvements utilized under this addendum shall be and remain the property of the United States.

11. In so far as the United States is legally authorized to do so, it shall hold KOPL harmless from any damage or injury resulting from the work designated. In so doing, the United States does not intend to, nor does it hold KOPL harmless from any damages or injury arising out of or resulting from any negligent acts or omissions of any volunteer, nor is this article intended to confer any liability upon the United States Government not presently existing under Federal law. The United States Government is self-insured under the Tort Claims Act 28 U.S.C. 2671-2680

12. DISPUTE RESOLUTION: The parties will attempt to resolve controversies through alternative dispute resolution methods that are mutually acceptable to both parties. Methods may include but are not limited to fact-finding, mediation, and non-binding arbitration.

13. RECORDS MANAGEMENT: BLM owns the rights to all original data/records produced as part of this Agreement. All records (in all media paper and electronic) created or produced in part or in whole are to be maintained for the duration of the Agreement, made available upon request, and upon termination of the Agreement will be turned over to BLM. KOPL shall not retain, use, sell or disseminate copies of any data that contains information covered by the Privacy Act of 1974 or that which is generally protected by the Freedom of Information Act.

14. PUBLIC RECORDS: Any information furnished to any of the undersigned agencies is subject to the Freedom of information Act (5 U.S.C. 552) and State public records laws.

15. MODIFICATION: Modifications within the scope of the agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

16. NON-FUND OBLIGATING DOCUMENT: This agreement is neither a fiscal nor a funds obligation document. Any endeavor to transfer anything of value involving reimbursement or contribution of funds between the parties to this agreement will be handled in accordance with applicable laws, regulations, and procedures including those for government procurement and printing. Such endeavors will be outlined in separate documents that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This agreement does not provide such authority. Specifically, this agreement does not establish authority for noncompetitive award to the cooperator of any contract or other agreement.

17. TERMINATION: Either party (BLM, KOPL) may, in writing, terminate this specific agreement document in whole, or in part, at any time before the date of expiration with 30 days' notice. It is the intent of both parties to mutually work together to discuss and resolve any developing issues well in advance of any need for termination of this particular document. If resolution is not reached, however, and the agreement is terminated, KOPL must vacate all facilities and return them to their original condition within 30 days of notice of termination. This notice of termination would have no effect on donations or membership fees previously collected by KOPL in the performance of agreement-related activities.

VII. LIST OF CONTACTS

Changes to the primary points of contact may be made at any time by notifying all parties to this CMA. A change to a primary point of contact will not be considered a modification requiring new CMA signatures.

The principal contacts for this CMA are:

BLM PROGRAM CONTACT (PRIMARY):

Name: Marcia deChadenedes, San Juan Islands National Monument Manager
Address: P.O. Box 3, Lopez, WA 98261

KOPL PROGRAM CONTACT:

Name: Edrie Vinson, President, Keepers of the Patos Light
Address: P.O. Box 334, Lopez, WA 98261

VIII. COMMENCEMENT/ EXPIRATION DATE

This CMA is executed as of the date of last signature and is effective for 5 years from the date of the last signature at which time it will expire unless otherwise extended.

BLM PROGRAM CONTACT (PRIMARY)

Name: Marcia deChadenedes, San Juan Islands National Monument Manager
Address: BLM, P.O. Box 3, Lopez Island, WA 98261
Phone: (360) 468-3754
E-mail: mdechade@blm.gov

BLM PROGRAM CONTACT (SECONDARY)


Name: Nick Teague, Recreation Planner
Address: BLM, P.O. Box 3, Lopez, WA 98261
Phone: (360) 468-3754
E-mail: gteague@blm.gov

IX. SIGNATURES

KOPL PROGRAM CONTACT

Name: Edrie Vinson, President
Address: P.O. Box 334, Lopez Island, WA 98261
Phone: (360) 376-4067
E-mail: patoslightkeepers@hotmail.com


IN WITNESS WHEREOF, the parties hereto have executed this CMA as of the last date written below.




Linda Clark
District Manager, Spokane



Date



Edrie Vinson
President, Keepers of the Patos Light



Date