

Cooperative Agreement between the U.S. Army Corps of Engineers and the Red Rock Lake Association

This Cooperative Agreement is for the mutual benefit of both parties and is between the United States Army Corps of Engineers, Rock Island District (hereinafter referred to as the "Corps") and the Red Rock Lake Association (hereinafter referred to as the "RRLA").

WITNESSETH:

WHEREAS, The Corps operates the Lake Red Rock Visitor Center at Knoxville, Iowa (hereinafter referred to as the "Visitor Center") for public recreation and the understanding of the Corps mission. The Corps natural resource management program fosters the stewardship of our natural and cultural environment; and,

WHEREAS, the Corps operates its program for the benefit of the public. The public requires information and facilities for the safe and appropriate use of Corps projects. This information is conveyed through a variety of interpretive media such as; programs, exhibits, and displays which rely heavily upon the use of audio visual materials, photographs, models, interactive displays, lectures, artifacts and other materials which illustrate the Corps, its mission and activities in and around Lake Red Rock Project; and,

WHEREAS, the RRLA has the authority to assist the Corps in its presentation to the public of the natural, cultural, historical and project related features of the Lake Red Rock Project through programs, exhibits and materials;

WHEREAS, the Corps has the authority, pursuant to the Federal Water Recreation Act, Public Law 89-72; the National Historic Preservation Act, as amended, Public Law 89-665; The National Environmental Policy Act, Public Law 89-190; and the Archaeological Resource Protection Act, as amended, Public Law 96-95, to provide Natural Resources Management programs, activities and interpretive functions;

WHEREAS, the Corps and the RRLA mutually recognize there are significant public benefits to a visitor center and interpretive programs, which supports the Corps mission.

NOW, THEREFORE, the parties agree as follows:

The Parties agree that this Agreement supersedes, in its entirety, the Cooperative Association Agreement between the U.S. Army Corps of Engineers and the Red Rock Lake Association dated 17 FEB 2011.

1. The Corps authorizes the Association to provide, and the Association agrees to provide, the hereinafter described interpretive and educational services to the visiting public.

2. CORPS RESPONSIBILITIES.

A. The Corps agrees to review and give necessary approvals or disapprovals in a timely manner to the RRLA for any and all proposals, programs, special events, suggestions

and other activities that the RRLA might wish to engage in at the Visitor Center or in Corps operated areas.

- B. The Corps will work closely with the RRLA to provide joint communication to the general public when both parties determine that such communication is appropriate. The Corps will actively listen to public feedback provided through the RRLA and offer a response when necessary.
- C. Should the RRLA, as part of its cooperative activities, require the use of Corps facilities, at the Visitor Center (or other facility) the Corps agrees, that in recognition of the services the RRLA is contributing to the public, provide at no cost to the RRLA such facilities, utilities, janitorial services, routine and general maintenance, and other services when incidental to the normal operation of the facility by the Corps.
- D. Should the RRLA require facilities, utilities and services over and above what the Corps would normally require for operation of the facility, or area used by the RRLA, the RRLA will reimburse the Corps at an agreed upon, but nominal cost, in recognition of the services that the RRLA is contributing to the public.

3. RED ROCK LAKE ASSOCIATION RESPONSIBILITIES.

A. Corporate Requirements.

- 1. The RRLA's Articles of Incorporation and By-laws shall comply with the requirements of the state(s) in which the RRLA is incorporated. Nonprofit 501(c)3 status must be maintained in accordance with State and Federal laws. The RRLA will make available for inspection, at the request of the Corps, documents demonstrating nonprofit status.
- 2. This agreement will automatically terminate if nonprofit 501(c)3 status is not maintained.
- 3. The RRLA shall have liability insurance which indemnifies, saves, holds harmless, and defends the United States against all fines, claims, damages, losses, judgments and expenses arising out of any action or from any omission, of the RRLA in connection with activities under this Agreement.
- 4. The RRLA will exercise reasonable care to prevent damage to any Government property used or occupied during its operation and shall, insofar as possible, protect all such property.

B. Interpretive Activities

- 1. The RRLA may offer educational and interpretive services which support the mission of the Corps and/or the project. This includes assisting, planning, designing, implementing, fundraising, promoting and conducting interpretive and educational programs, activities, events and exhibits.

2. Listed below are some current areas of support by the RRLA. These may change at any time with approval by both parties of this agreement. The RRLA will cooperate with the Corps in the following activities:
 - a. Produce and make available to visitors by sale or free distribution, suitable interpretive and educational literature and aids to increase the visitors' understanding and appreciation of the natural history, cultural, historical, and man-made features of the project area and the Corps of Engineers.
 - b. Acquire specimens and/or objects pertaining to the history, cultures, environment, or recreational activities of the project area for the purpose of adding them to the exhibitry or programs at Corps visitor centers (or other Corps facilities) and assist in preservation programs as appropriate.
 - c. Assist in the development and improvement of interpretive devices, and educational materials including signs, exhibits, materials, and audio-visual aids.
 - d. Assist in the sponsorship and coordination of professional workshops, training opportunities and special events.
 - e. The RRLA may, at the discretion of its governing board, loan materials and/or services to the Corps. The Corps reserves the right to accept or decline without obligation, any service, or loan by the RRLA.
 - f. Assist in all practical ways the interpretive, educational and community programs of the Corps and Lake Red Rock for the benefit of the public. Examples include reaching out to the public, communicating frequently to members of the RRLA, providing volunteer opportunities to members of the RRLA, working with members of the RRLA, businesses, non-profits and government agencies in a joint effort to further the above stated mission.
 - g. As other public service opportunities arise the Corps will look to the RRLA, as a key partner, for input which may include allowing them to facilitate the public service opportunity. The RRLA may offer the public service themselves or look to partner with other providers. The RRLA must bring these proposals to the Lake Red Rock, Operations Project Manager for approval. The services must be available to the general public and the Corps has the right to accept or reject any proposal.

C. Sales Option

1. As part of this Agreement, the RRLA may operate a sales area on a continuous or intermittent basis.
2. The RRLA is hereby authorized to sell recreational items and/or services such as ice, firewood and other items directly related to day use, campground and recreational themes of the project, region and Corps. The Corps may request the RRLA to sell specific items of recreational value.
3. Additionally, the RRLA is hereby authorized to sell and/or distribute interpretive and educational items such as publications, maps, audiovisual aids, crafts, and other objects directly related to the interpretive and educational themes of the Lake Red Rock Project, Lake Red Rock Visitor Center, region and Corps. The Corps may request the RRLA to sell specific items of interpretive value.

4. The RRLA shall order, receive, inventory, stock, and otherwise manage all items offered for sale and/or distribution.
5. The RRLA will sell only items that are appropriate and of high quality and value. The RRLA will not sell any item that has not been approved by the District Commander or his authorized representative. The RRLA will sell items at their fair market value and prices of said items will be submitted and approved in writing, in advance by the District Commander or his authorized representative.
6. The Association will not sell any original artifacts, sacred items, or antiquities to which the Archaeological Resource Protection Act, as amended, would apply, whether or not such items were discovered on lands owned or controlled by the United States.
7. The Association will display the sales items in good taste and in keeping with the general design and decor of the facility which houses the sales area.
8. Association sales are restricted to a location approved by the Corps, which will be kept clean and presentable at all times.

D. Fiscal Management

1. The RRLA will conduct its fiscal operations in accordance with accepted business practices. This includes the appropriate use of a funds accountability system, purchase orders, receipts, invoices, and inventory controls.
2. The RRLA shall annually submit (with 60 days following the end of each fiscal year) a complete financial report to the Corps which includes a written summary of RRLA activities for the year.
3. The Corps may review the fiscal records of the RRLA at any time during the term of this agreement.
4. The Corps will perform periodic inventory checks with the assistance of the Subcommittee members as available. An inventory check will include counting inventory, reviewing cash register logs and any other sales tracking documentation.
5. The Corps and the Subcommittee members will perform an annual audit. An annual audit will include reviewing inventory checks and the sales operations overall. If necessary, the frequency of audits may increase.
6. The Corps and the designated Subcommittee members will meet a minimum of once annually to determine how to utilize the store profits (net sales). The Subcommittee will maintain a separate checking account or ledger to administer funds that are set aside for educational and interpretive products and/or services as requested by the Corps.

7. Store profits will be divided evenly between the RRLA and the account or ledger administered by the RRLA set aside for educational and interpretive products and/or services as requested by the Corps. Profits may be divided differently if the RRLA and the Corps both agree in writing.
8. The RRLA will utilize a portion of revenue collected to provide the support stated in Paragraph 3B. Direct donations of funds will not be made, but shall be used for "in-kind" assistance, such as purchase of items to be donated or loaned to the Lake Red Rock project, purchase of services to support operations of the Lake Red Rock Project and other related activities. Donations will be deposited into the RRLA's checking account or ledger with their use decided upon jointly by the Corps and the RRLA.

4. JOINT RESPONSIBILITIES.

A. Donation of Interpretive Services or Materials

1. The RRLA may, at the discretion of its Governing Board, loan materials and/or services to the Corps. The Corps reserves the right to accept or decline without obligation, any service, or loan by the RRLA.
2. The Corps will take reasonable precautions to protect items loaned by the RRLA, but assumes no other responsibility for these items. The Corps will return loaned property or items as requested by the RRLA.

B. Personnel

1. A member of the RRLA's Subcommittee and the Corps shall each designate, in writing, a RRLA member and a Corps person and alternate who will act as points of contact for the purpose of implementing this Agreement.
2. Corps personnel, during the course of their normal duties, will conduct, operate and manage sales duties, with assistance from the Subcommittee as reasonably necessary.
3. The Corps will orient all RRLA personnel, staff and/or volunteers with regard to Corps rules, regulations and requirements, particularly with regard to the project and facilities, safety, and appropriate emergency procedures. RRLA staff and volunteers involved in Visitor Center contact will receive additional orientation in regard to interpretive services. All orientation will be conducted prior to assumption of duties.
4. RRLA employees, or volunteers may not wear the Corps uniform, or items of clothing that resemble the uniform. Employees and volunteers of the RRLA, when working at duties that bring them into contact with the public, will wear visible identification that identifies them as a RRLA employee or volunteer.
5. Corps personnel may not serve in a voting capacity on the governing board, or as Treasurer for the RRLA. Corps personnel may serve in an advisory

capacity on the RRLA's governing board or committees. Corps personnel may not act as the official representative of the RRLA in any matter relating to the Corps, or the terms of this Agreement. However, if the RRLA has membership program, Corps personnel may join and participate in membership activities.

6. ASSIGNMENT.

No transfer or assignment of this Agreement or any part thereof or interest therein, directly or indirectly, voluntary or involuntary, shall be made by the RRLA unless approved in writing by the Corps.

7. MODIFICATIONS AND AMENDMENTS.

Modifications and amendments to this agreement in the form of Supplemental Agreements may be made from time to time upon the mutual written consent of the District Commander for the Corps and President for the RRLA.

8. DURATION.

This agreement shall be effective for five years from the ratification date. This agreement will automatically renew for another five year period on October 1 of the last year, unless notice of cancellation is given by either party 90 days before the date of renewal. The Corps and the RRLA reserve the right to terminate the agreement, or any part thereof, at any time upon 90 days written notice. Prior to giving such notice, the Corps will meet with the RRLA to set forth the reasons for such termination.

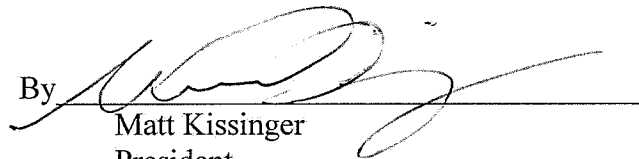
9. MISCELLANEOUS.

- A. The rights and benefits conferred by this agreement shall be subject to the laws of the United States governing the Corps of Engineers and to the rules and regulations promulgated thereunder whether now in force or hereafter enacted or provided; and the mention of specific restrictions, conditions, and stipulations herein shall not be construed as in any way impairing the general powers of supervision, regulation and control by the Corps.
- B. This Agreement in no way obviates the responsibilities of the Corps, or the RRLA as may be required by a Lease Agreement. In situations where the Association leases facilities or areas from the Corps, this Agreement would automatically become null and void upon the termination or cancellation of the Lease Agreement.
- C. The RRLA agrees that its activities shall be conducted in accordance with all applicable laws and regulations, both state and Federal.

IN WITNESS WHEREOF, the RRLA has caused this agreement to be executed this

8th day of March, 2018.

By



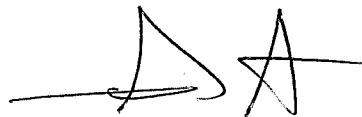
Matt Kissinger
President

Red Rock Lake Association

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

30th day of March, 2018.

By



Craig Baumgartner
Colonel, US Army

Commander & District Engineer