

**COOPERATIVE AGREEMENT BETWEEN THE
U.S. ARMY CORPS OF ENGINEERS AND THE
PAUL BUNYAN SCENIC BYWAY ASSOCIATION
(A MINNESOTA NON-PROFIT CORPORATION)**

This Cooperative Agreement is for the mutual benefit of both parties and is between the United States Army Corps of Engineers, St. Paul District (hereinafter referred to as the "Corps"), and the Paul Bunyan Scenic Byway Association (hereinafter referred to as the "Association"), acting through the Chairman of the Board of Directors or the Board's designee.

WITNESSETH:

WHEREAS, the Corps operates the Mississippi River at Headwaters Lakes Projects, including the lakes of Big Sandy, Pokegama, Winnibigoshish, Leech, Gull and the Pine River Watershed for the purposes of flood control, navigation, recreation, fish and wildlife conservation, cultural resource protection, water supply, water quality improvement, and the provision of recreational opportunities including interpretive services; 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; and this information is conveyed through a variety of interpretive media such as programs, exhibits, and displays that rely heavily upon the use of audio visual materials, photographs, models, interactive displays, lectures, artifacts and other materials that illustrate the Corps, its mission and activities in and around the Mississippi River at Headwaters Region as well as the archeological, natural and cultural history of the region; and,

WHEREAS, the mission of the Association is to enhance, preserve and promote the established Byway route in a variety of ways, including interpretive programming, provision of reference material, exhibit displays and community outreach and intends to assist the Corps in the conduct of its natural and cultural environment; and,

WHEREAS, the Corps and the Association mutually recognize there are significant regional public benefits to a visitor center that uses interpretive techniques and supports the Corps goals for education, perpetuation of regional pride, preservation of regional heritage, safety, and enjoyment of the people of the United States; and,

WHEREAS, the Association has the authority to assist the Corps in its presentation to the public of the natural, cultural, historical and project related features of the Mississippi River at Headwaters Region through programs, exhibits and materials; and,

WHEREAS, the Corps has 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 Archeological Resource Protection Act, as amended, Public Law 96-95, to provide Natural Resources Management programs, activities and interpretive functions; and,

WHEREAS, the Corps wishes to accept and the Association wishes to provide the hereinafter described interpretive and educational services to the visiting public at the various lake Projects of the Mississippi River at Headwaters Lakes Project and associated Visitor Center(s);

NOW THEREFORE, the parties agree as follows:

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

2. CORPS RESPONSIBILITIES.

A. Timely Review and Approval.

The Corps agrees to review and give necessary approvals or disapprovals in a timely manner to the Association for any and all proposals, programs, special events, suggestions and other activities in which the Association might wish to engage.

B. Use of Government Facilities.

1. As part of its cooperative activities, the Association shall require the use and occupation of Corps facilities at the Crosslake Project Office and related Visitor Centers. The Corps agrees that in recognition of the services the Association is contributing to the visiting public, utility fees, janitorial services and routine and general maintenance costs will be waived when incidental to the normal operation of the facility by the Corps. No fees will be charged for any semi- permanent facility space allocation to the Association in connection with this Agreement.

2. If the Association require utilities and services over and above what the Government would normally require for operation of the facility or area used by the Association, the Association will reimburse the Corps at an agreed upon, but nominal, cost in recognition of the services that the Association is contributing to the public.

3. A separate real estate lease instrument will be granted to the Association for the use of Government-owned real property at the Crosslake location. The instrument will not merge with the Agreement.

3. ASSOCIATION RESPONSIBILITIES.

A. Corporate Requirements.

1. The Association's Articles of Incorporation and By-Laws shall comply with the requirements of the State in which the Association is incorporated. Non-profit 501(c)(3) status must be maintained in accordance with State and Federal laws. The Association will make available for inspection, at the request of the Corps, documents demonstrating non-profit status.

2. This agreement will automatically terminate if non-profit 501(c)(3) status is not maintained.

B. Interpretive Activities.

1. The Association may offer educational and interpretive services that support the mission of the Corps and/or the project. These services include assisting, planning, designing, implementing and conducting interpretive and educational programs, activities and exhibits.

2. The Association will cooperate with the Corps in the following activities:

a. Produce and make available to visitors, by sale or free distribution, suitable interpretive and educational literature and aids to increase the visitors' understanding and appreciation of the natural history, cultural, historical, and man-made features of the project 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 the Visitor Center 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 special events (e.g., educational workshops).

e. Assist in all practical ways with the interpretive, educational and community programs of the Corps and the project for the benefit of the American public.

C. Sales Option.

1. As part of this Agreement, the Association may operate a sales area on a continuous or intermittent basis.

2. The Association is hereby authorized to sell and/or distribute interpretive and educational items such as publications, maps, audio-visual aids, crafts, and other objects directly related to the interpretive and educational themes of the project, visitor center, region and Corps. The Corps may request the Association to sell specific items of interpretive value.

3. The Association shall order, receive, inventory, stock, and otherwise manage all items offered for sale and/or distribution.

4. The Association will sell only items that are appropriate and of high quality. The Association will not sell any item that has not been approved by the District Commander or his authorized representative. The Association will sell items at 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.

5. The Association will not sell any original artifacts, sacred items, or antiquities to which the Archeological Resource Protection Act, as amended, would apply, whether or not such items were discovered on lands owned or controlled by the United States.

6. The Association will display the sales items in good taste and in keeping with the general design and decor of the facility that houses the sales area.

7. 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 Association 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 records. A locking cash register must be provided by the Association for the collection of monies.

2. The Association shall annually submit (within 135 days following the end of each fiscal year) a complete financial report to the Corps that includes a written summary of Association activities for the year.

3. The Corps may review the fiscal records of the Association at any time during the term of this Agreement.

E. Use of Government Facilities.

The Association shall be responsible for securing all valuables including monies collected from sales, interpretive materials, exhibits, displays and models stored in the facilities provided by the Corps. The Association must provide the Corps with the necessary tools to gain access to stored materials in case an emergency situation requires access. Furnishing of said tools shall not in any manner impose any liability to the Government for damages or loss to the Association's property.

4. JOINT RESPONSIBILITIES.

A. Donation of Interpretive Services or Materials.

1. The Association may, at the discretion of its Governing Board, loan materials and/or services to the Corps. The Corps reserves the right to accept or decline, without obligation, any service or loan by the Association.

2. The Corps will take reasonable precautions to protect items loaned by the Association, but assumes no other responsibility for these items. The Corps will return loaned property or items as requested by the Association.

3. The Corps will inventory all historical photographs, models, artifacts, and materials and make available these inventory records upon request of the Association.

4. The Association will take reasonable precautions to protect items loaned by the Corps, but assumes no other responsibility for these items. The Association will return loaned property or items as requested by the Corps.

B. Personnel.

1. The Association and the Corps shall each designate, in writing, an Association member and a Corps person and alternate who will act as points of contact for the purpose of implementing this Agreement.

2. The Association will provide such personnel as are reasonably necessary to conduct, operate and manage its cooperative activities. This requirement does not preclude Corps personnel, during the course of their normal duties, from assisting the Association with nominal duties, including sales. Corps personnel shall not be responsible for the conduct or supervision of employees or other personnel of the Association.

3. Corps personnel may not serve in a voting capacity on the governing board or as Treasurer for the Association. Corps personnel may serve in an advisory capacity on the Association's governing board

or committees. Corps personnel may not act as the official representative of the Association in any matter relating to the Corps or to the terms of this Agreement. However, if the Association has a membership program, Corps personnel may join and participate in membership activities.

4. The Corps will orient all Association personnel, staff and/or volunteers with regard to Corps rules, regulations, and requirements, particularly with regard to the project and facilities, safety, and appropriate emergency procedures. Association staff and volunteers involved in visitor contact will receive additional orientation in regard to interpretive services. All orientation will be conducted prior to assumption of duties.

5. Association employees, or volunteers may not wear the Corps uniform or items of clothing that resemble the uniform. Employees and volunteers of the Association, when working at duties that bring them into contact with the public, will wear visible identification that identifies them as Association employees or volunteers and will not portray an image that they are in any way Corps employees. Items required for identification of Association personnel will not be provided at Government expense.

5. ASSIGNMENT.

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

6. MODIFICATION AND AMENDMENTS.

Modifications and amendments to this Agreement in the form of Supplemental Agreements may be made from time to time upon the mutual written consent of the District Commander for the Corps and the Board of Directors of the Association.

7. DURATION.

This Agreement shall be effective for TEN years commencing on the day following the ratification of this Agreement by the Corps. This Agreement will be renewable for another ten-year period on October 1 of the last year, unless notice of cancellation is given by either party before the date of renewal. Both parties reserve the right to terminate the Agreement, or any part thereof, at any time upon written notice. Prior to giving such notice, the Corps and the Association will meet to set forth the reasons for such termination.

8. MISCELLANEOUS.

A. The rights and benefits conferred by this agreement shall be subject to the laws of the United States governing the Corps of Engineers and to the rules and regulations promulgated thereunder whether now in force or hereafter enacted or provided; and the mention of specific restrictions, conditions, and stipulations herein shall not be construed as in any way impairing the general powers of supervision, regulation and control by the Corps.

B. This Agreement in no way obviates the responsibilities of the Corps or the Association as may be required by a Lease Agreement. In situations where the Association leases facilities or areas from the Corps, this Agreement would automatically become null and void upon termination or cancellation of the Lease Agreement.

C. The Association agrees that all its activities shall be conducted in accordance with all applicable laws and regulations, both State and Federal.

IN WITNESS WHEREOF, the Association has caused this Agreement to be executed this 5th
day of November, 2019.

Paul Bunyan Scenic Byway Association

By Cindy Mercer-Nelson
Cindy Mercer-Nelson, President
Paul Bunyan Scenic Byway Association

IN WITNESS WHEREOF, The Corps has caused this Agreement to be ratified this 8th
day of November, 2019.

UNITED STATES ARMY CORPS OF ENGINEERS

By Karl D. Jansen
Karl D. Jansen
Colonel, Corps of Engineers
District Engineer