

**COOPERATIVE AGREEMENT BY AND BETWEEN THE  
U.S. ARMY CORPS OF ENGINEERS, DETROIT DISTRICT  
AND THE SOO LOCKS VISITORS CENTER ASSOCIATION,  
A MICHIGAN NONPROFIT ASSOCIATION**

THIS COOPERATIVE AGREEMENT is made and entered into by and between the U.S. Army Corps of Engineers, Detroit District, hereinafter referred to as the Corps, and the Soo Locks Visitors Center Association, a Michigan nonprofit Association, hereinafter referred to as the Association.

WITNESSETH, THAT:

WHEREAS, this Cooperative Agreement shall be executed in duplicate original;

WHEREAS, this Cooperative Agreement is made and entered into for the mutual benefit of the Corps and the Association;

WHEREAS, the Soo Locks Visitors Center is owned by the United States of America, and is managed by the Corps;

WHEREAS, the Corps achieves its operational goals of providing public recreation at the Soo Locks through public education and visitor services, which includes a wide range of activities, programs and events;

WHEREAS, the Association is a nonprofit Association organized and existing under and pursuant to the laws of the State of Michigan; is organized exclusively for charitable, religious, educational and/or scientific purposes under and pursuant to the laws of the State of Michigan and Section 501(c)(3) of the Internal Revenue Code of the United States of America; and is in good standing with the Office of the Secretary of State, State of Michigan;

WHEREAS, the Association has Section 501(c)(3) nonprofit tax status with the Internal Revenue Service and the taxing authorities of the State of Michigan;

WHEREAS, The Corps and the Association mutually recognize there are significant national public benefits to a visitor center (or other facility) which uses interpretive techniques and supports the Corps goals for education, perpetuation of national pride, preservation of national heritage, safety, and enjoyment of the people of the United States; and,

WHEREAS, the Association's corporate purpose is to cooperate with the U. S. Army Corps of Engineers so as to acquire, preserve and exhibit marine artifacts and to present programs pertaining to the Soo Locks, the St. Marys River and the Great Lakes and to disseminate such information to the general public through museum attendance, newsletters and meetings, and to achieve the above with a growing membership of involved citizens who will provide financial resources through their membership; and

\_\_\_\_ Duplicate Original, United States Army Engineer District, Detroit

\_\_\_\_ Duplicate Original, Soo Locks Visitors Center Association.

WHEREAS, the Corps wishes to accept and the Association wishes to provide the hereinafter described services to the visiting public at the Soo Locks Visitors Center; 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 Soo Locks through programs, exhibits and materials;

WHEREAS, the Corps has authority, pursuant to Section 4 of the 1944 Flood Control Act, 16 460d, to permit the maintenance and operation of recreation facilities at water resource development projects by local interests and may enter into leases with non-profit organizations for park and recreational purposes;

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 wishes to accept and the Association wishes to provide the hereinafter described interpretive and educational services to the visiting public at the Soo Locks;

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 and the Corps.

2. CORPS RESPONSIBILITIES.

A. Timely Review and Approval. The Corps agrees to timely review and approve or disapprove Association proposals, programs, special events, suggestions and other activities in which the Association might wish to engage.

B. Use of Government Facilities.

i. The Association may, as part of its cooperative activities, occasionally request the use of Corps' facilities at the Soo Locks Visitors Center. Requests for special use shall be made in writing or email to the Area Engineer stating the duration of the event and its purpose. Special use will be approved or disapproved within 30 days. If approved, the Corps agrees to provide at no cost to the Association such facilities, utilities, janitorial services and routine and general maintenance when incidental to the normal operation of the facility by the Corps.

ii. Should the Association require facilities, utilities and services over and above what the government would normally require for operation of the facility, the Association will

reimburse the Corps with funds, materials or services at an agreed upon, but nominal cost in recognition of the services that the Association is contributing to the public.

### 3. ASSOCIATION RESPONSIBILITIES.

#### A. Corporate Requirements.

i. The Association shall maintain nonprofit tax status in accordance with federal and state laws. The Association's Articles of Association and By-Laws shall comply with the statutory requirements of the State of Michigan. The Association will make available for inspection, at the request of the Corps, documents demonstrating nonprofit tax status. The Association shall provide the Corps with annual financial statements and tax returns.

ii. This Cooperative Agreement shall automatically terminate if Section 501(c)(3) nonprofit tax status is not maintained by the Association.

iii. The Association shall procure and maintain liability insurance which shall indemnify, save, hold harmless, and defend the United States of America against all fines, claims, damages, losses, judgments, and expenses arising out of, or from any omission, or activity of the Association, its directors, officers, employees, invitees, agents, and/or volunteers in connection with activities conducted under and pursuant to the terms of this Cooperative Agreement. The Association shall require its insurance carrier to furnish a copy of the referenced insurance policy to the Corps, or, if acceptable to the Corps, a certificate of insurance evidencing the procurement of such insurance.

iv. The Association 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. Any property of the United States of America damaged or destroyed by the Association, in carrying out the terms of this Cooperative Agreement, shall be promptly repaired or replaced at no expense to the Corps and to the satisfaction of the District Commander, or his/her designated representative.

#### B. Activities and Services.

i. The Association may offer educational and interpretive services which support the mission of the Corps and/or the Soo Locks Visitors Center. This includes assisting, planning, designing, supporting, implementing and conducting interpretive and educational programs, activities and exhibits with the approval of the Area Engineer.

ii. The Association may offer research, maintenance and/or other services which support the mission of the Corps and its recreation program. This includes assisting, planning, designing, supporting, implementing and conducting research or maintenance, programs, activities and exhibits with the approval of the Area Engineer.

iii. 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 Soo Locks, the St. Marys River, the Great Lakes and the Corps of Engineers.

b. Assist the Corps in the development and support improvement of interpretive aids, educational programs and materials.

c. Assist in the sponsorship and coordination of special events and workshops, which may include the purchase of prizes, give-aways and awards to contest winners. Special events include the first day of shipping, Engineers Day, and any future event deemed to be mutually beneficial to the Corps and the Association.

d. Assist in all practical ways the interpretive, educational and community programs of the Corps and the Soo Locks Visitors Center for the benefit of the American public.

e. Prepare jointly with the Corps an Annual Activities List. This list will be reviewed, updated and signed each year.

f. The Corps and the Association agree that amendments may be made, by agreement of the Corps and the Association, concerning the scope of activities and services engaged in or provided by the Association.

#### C. Sales Option.

i. As part of this Cooperative Agreement, the Association may operate a sales area on a continuous or intermittent basis; all aspects of sales activities are subject to prior approval by the District Commander.

ii. The Association 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 Soo Locks Visitors Center, the Region and the Corps. The Corps may request the Association to sell specific items of interpretive value. In addition, the Association is authorized to sell sundry items, such as food, snacks, personal safety and convenience items.

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

iv. The Association will not sell any item that has not been approved by the District Commander or his/her authorized representative. Prices of said items will be submitted and approved in writing in advance by the District Commander or his/her authorized representative. The Corps will notify the Association of its approval within 30 days of receipt of each request.

v. 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 of America.

vi. 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.

vii. The Association sales are restricted to a location approved by the Corps, which will be kept clean and presentable at all times.

viii. The Association will operate the sales area within the approved hours of operation. The specific hours of operation shall be approved in advance by the Corps' authorized representative.

ix. The Association shall use profits from on-site sales and donations to fulfill its obligations under this Cooperative Agreement.

#### D. Fiscal Management.

i. The Association will conduct its fiscal operations in accordance with accepted business practices. This includes using an appropriate funds accountability system, purchase orders, receipts, invoices and inventory records.

ii. The Corps may review the fiscal records of the Association at any time during the term of this Cooperative Agreement, and the Association will provide the Corps with annual financial statements and tax returns.

#### 4. JOINT RESPONSIBILITIES.

##### A. Donation of Interpretive Services or Materials.

i. The Association may, at the discretion of its Board of Directors, loan materials to the Corps. The Corps reserves the right to accept or decline without obligation loans from the Association.

ii. 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 when requested to do so by the Association.

iii. The Association shall comply with all applicable regulations and policies concerning gifts and donations to the Corps. The Corps will only accept unconditional gifts and donations from the Association, in accordance with Army Regulation 1-100, Gifts and Donations, 15 November 1983. Gifts and donations may be accepted or declined with no obligation by the Corps.

## B. Personnel.

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

ii. The Association will provide such personnel as are reasonably necessary to conduct, operate and manage its cooperative activities. This does not preclude Corps personnel, during the course of their normal duties, from assisting the association with nominal duties, including sales.

iii. Corps personnel may not serve in a voting capacity on the Board of Directors of the Association, or as Treasurer for the Association. Corps personnel may serve in an advisory capacity on the Board of Directors, or on committees of the Association. If the Association has a membership program, Corps personnel may join and participate in membership activities. However, Corps personnel may not act as the official representative of the Association in any matter relating to the Corps or the terms of this Cooperative Agreement.

iv. The Corps will orient Association personnel, staff and volunteers with regard to the Soo Locks Visitors Center. Association staff and volunteers involved in visitor contact will receive orientation regarding Corps rules, regulations and requirements, particularly with regard to facilities, safety, appropriate emergency procedures and interpretive services. All orientation will be conducted prior to assumption of duties.

v. Association employees or volunteers may not wear the Corps uniform or items of clothing that resemble the Corps 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 an Association employee or volunteer.

## 5. ASSIGNMENT.

The Association shall not transfer or assign this Cooperative Agreement or any part thereof or interest therein, directly or indirectly, voluntary or involuntary, to any other person or entity.

## 6. MODIFICATIONS AND AMENDMENTS.

Modifications and amendments to this Cooperative Agreement may be undertaken upon the mutual written consent of the District Commander and the Board of Directors of the Association.

## 7. DURATION.

This Cooperative Agreement shall be effective for five years commencing on the date following the execution of this Cooperative Agreement by the Corps. This Cooperative Agreement shall automatically renew for another five year period on October 1 of the last year,

unless notice of cancellation is given by either the Corps or the Association before the date of renewal. The Corps reserves the right to terminate this Cooperative Agreement, or any part thereof, at any time upon written notice. Prior to giving such notice, the Corps will meet with the Association to set forth the reasons for such termination.

#### 8. MISCELLANEOUS.

A. The rights and benefits conferred by this Cooperative Agreement shall be subject to the laws of the United States of America 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 Cooperative Agreement in no way obviates the responsibilities of the Corps or the Association that may be established by an outgrant agreement from the Corps e.g., a 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 TESTIMONY WHEREOF, witness the signature of the Soo Locks Visitors Center Association, a Michigan nonprofit Association, by its duly qualified and elected President, Ray Bell (attestation by its Secretary, Edward Reining) pursuant to a Resolution duly passed and adopted by the affirmative vote of a majority of the duly qualified and elected members of the Board of Directors of said Association, this 25 day of MARCH, 2015.

SOO LOCKS VISITORS CENTER ASSOCIATION,  
A MICHIGAN NONPROFIT ASSOCIATION

BY: Ray Bell  
Ray Bell, President

ATTEST: Edward Reining  
Edward Reining, Secretary

IN TESTIMONY WHEREOF, witness the signature of the Corps, acting by and through the District Commander, U.S. Army Corps of Engineers, Detroit District, this 25 day of MARCH, 2015.

U.S. ARMY CORPS OF ENGINEERS, DETROIT DISTRICT

BY: Michael L. Sellers  
Michael L. Sellers  
Lieutenant Colonel, U.S. Army Corps of Engineers  
District Commander