

**COOPERATING ASSOCIATION AGREEMENT BETWEEN THE
U.S. ARMY CORPS OF ENGINEERS AND THE
CONFIDENCE LEARNING CENTER**

This 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 "USACE") and the Confidence Learning Center Association (hereinafter referred to as the "Association"), acting through the Chairman of the Board of Directors or the Board's designee.

This agreement replaces the previous Cooperative Agreement between the United States Army Corps of Engineers, St. Paul District and Confidence Learning Center from 4 Aug 2012.

WITNESSETH:

WHEREAS, USACE operates Gull Lake Recreation Area, for the purposes of flood damage reduction, recreation, and environmental stewardship; and,

WHEREAS, USACE achieves its operational goals for natural resources management through a wide range of activities, programs and events; and,

WHEREAS, USACE operates its program for the benefit of the public. The public requires information and facilities for the safe and appropriate use of USACE projects. This information is conveyed through a variety of interpretive media which rely heavily upon the use of visual materials, photographs, models, interactive displays, lectures, artifacts and other materials that illustrate USACE, its mission and activities in and around Gull Lake Dam Recreation Area as well as the archeological, natural and cultural history of the region; and,

WHEREAS, USACE and the Association mutually recognize there are significant national public benefits to Gull Lake Recreation Area which uses interpretive techniques and supports the USACE 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 has as its purpose the enhancement of the environment through research, education and scientific activities and intends to assist USACE in the conduct of its natural resource management programs and activities; and,

WHEREAS, the Association has the authority to assist USACE in its presentation to the public of the natural, cultural, historical and project related features of the Gull Lake Recreation Area through programs, exhibits and materials; and,

WHEREAS, USACE 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; and,

WHEREAS, USACE 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; and,

WHEREAS, any revenues collected from the Association's activities, memberships, sales of publications and materials, as part of this agreement will be used to support the continued operations of the Association and USACE management efforts as detailed in this agreement.

NOW, THEREFORE, the parties agree as follows:

1. USACE authorizes the Association to provide, and the Association agrees to provide, the hereinafter described interpretive and educational services; and/or research and scientific services, maintenance services and funds, materials, supplies, and personal property to enhance to the visiting public's experience.

2. USACE RESPONSIBILITIES

A. Timely Review and Approval

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

B. Use of Government Facilities

1. Should the Association, as part of its activities, require the use of USACE facilities at the Gull Lake Recreation Area, USACE agrees, that in recognition of the services the Association is contributing to the public, 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 USACE.

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

3. ASSOCIATION RESPONSIBILITIES

A. Corporate Requirements

1. The Association's Articles of Incorporation and By-Laws shall comply with the requirements of the state(s) in which the Association is incorporated. Non-profit 501(c)

status must be maintained in accordance with state and Federal laws. The Association will make available for inspection, at the request of USACE, documents demonstrating non-profit status.

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

3. The Association shall have liability insurance which 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 in connection with activities under this Agreement.

4. The Association will exercise reasonable care to prevent damage to any USACE property used or occupied during its operation and shall, insofar as possible, protect all such property.

B. Interpretive Activities

1. The Association may offer educational and interpretive services and monetary donations which support the mission of USACE and/or the project. This includes assisting, planning, designing, implementing, and conducting interpretive and educational programs, activities, and exhibits and monetary donations for assisting in USACE operational goals.

2. The Association may offer scientific, research, maintenance and/or other services which support the mission of USACE and their natural resource management program. This includes assisting, planning, designing, implementing, and conducting scientific and/or maintenance programs, activities, and exhibits.

3. The Association will cooperate with USACE 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. Assist in the development and improvement of interpretive devices, and educational materials including signs, exhibits, materials, and audio-visual aids.

c. Assist in all practical ways the interpretive, educational and community programs of USACE 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, audiovisual aids, crafts, and other objects directly related to the interpretive and educational themes of the project, region and the

Corps of Engineers. USACE may request the Association to sell specific items of interpretive value. Additionally, the Association is authorized to sell firewood or other items that will enhance the visiting public's experience and assist in achieving USACE operational goals.

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 Archaeological Resource Protection Act, as amended, would apply, whether 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 which houses the sales area.

7. Association sales are restricted to a location approved by USACE, and will be kept clean and presentable.

8. The association shall provide USACE an annual mutually agreed upon portion of net revenues from sales for recreation related supplies, activities, or events that would assist in achieving USACE operational goals.

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.

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

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

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 USACE. USACE reserves the right to accept or decline without obligation, any service, or loan by the Association.

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

B. Personnel.

1. The Association and USACE shall each designate, in writing, an Association member and a USACE 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 activities. This does not preclude USACE personnel, during their normal duties, from assisting the Association with nominal duties, including sales.

3. USACE personnel may not serve in a voting capacity on the governing board, or as Treasurer for the Association. USACE personnel may serve in an advisory capacity on the Association's governing board or committees. USACE personnel may not act as the official representative of the Association in any matter relating to USACE, or the terms of this Agreement. However, if the Association has a membership program, USACE personnel may join and participate in membership activities.

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

5. Association employees or volunteers may not wear the USACE uniform, to include the USACE volunteer uniform, or items of clothing that resemble such uniforms. 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

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 USACE.

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 USACE and the Board of Directors of the Association.

7. DURATION

This agreement shall be effective for five years commencing on the day following the ratification of this agreement by USACE. 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 before the date of renewal. Either party reserves the right to terminate the agreement, or any part thereof, at any time upon written notice. Prior to giving such notice, the parties 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 USACE.

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

29th day of April, 2025.

ASSOCIATION

By [Signature]
Executive Director

IN WITNESS WHEREOF, USACE has caused this agreement to be ratified this

29th day of April, 2025.

UNITED STATES ARMY CORPS OF ENGINEERS

By [Signature]
District Commander