

**COOPERATIVE AGREEMENT BETWEEN THE  
U.S. ARMY CORPS OF ENGINEERS AND CONFIDENCE LEARNING CENTER  
(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 Confidence Learning Center, 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 Big Sandy, Pokegama, Winnibigoshish, Leech, and Gull Lakes 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. 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 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**, Confidence Learning Center has as its purpose the interpretation for the public's benefit and education of the archeological, natural, cultural, and historical environment, and Confidence Learning Center intends to assist the Corps in its interpretive activities at the various lake Projects of the Mississippi River at Headwaters Lakes Project and associated Visitor Centers;

**WHEREAS**, the Corps and Confidence Learning Center mutually recognize there are significant benefits in educating and informing our visiting public on the Corps mission to preserve, protect and manage our resources for future purposes stated above and for the enjoyment of future generations;

**WHEREAS**, the Confidence Learning Center 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;

**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 Confidence Learning Center 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 Centers.

**NOW THEREFORE**, the parties agree as follows:

1. The Corps authorizes Confidence Learning Center to provide, and Confidence Learning Center 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 Confidence Learning Center for any and all proposals, programs, suggestions and other activities in which they might wish to engage in Corps areas.

### **B. Use of Government Facilities**

1. Should Confidence Learning Center, as part of its cooperative activities, require the use and occupation of Corps facilities at the Gull Lake Recreation Area or another facility the Corps agrees, that in recognition of the services Confidence Learning Center 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.

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

3. A separate real estate lease instrument will be granted to Confidence Learning Center for the use of Government-owned real property. The instrument will not merge with the Agreement.

## **3. CONFIDENCE LEARNING CENTER RESPONSIBILITIES:**

### **A. Corporate Requirements**

1. Confidence Learning Center'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.

3. Confidence Learning Center 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 Confidence Learning Center in connection with activities under this Agreement.

4. Confidence Learning Center will exercise reasonable care to prevent damage to Government property used or occupied during its operation and shall, insofar as possible, protect all such property.

### **B. Interpretive Activities**

1. Confidence Learning Center may offer educational and interpretive services which support the mission of the Corps and/or the project. This includes assisting, planning, designing, implementing and conducting interpretive and educational programs, activities and exhibits.

2. Confidence Learning Center 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 (or other Corps site) and the Corps of Engineers.

b. Assist in the sponsorship and coordination of special events (e.g., educational workshops).

c. Assist in all practical ways the interpretive, educational and community programs of the Corps and the project (or other Corps site) for the benefit of the American public.

C. Sales Options

1. As part of this Agreement, Confidence Learning Center may operate a sales area on a continuous or intermittent basis.

2. Confidence Learning Center 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, visitor center (or other facility), region and Corps. The Corps may request Confidence Learning Center to sell specific items of interpretive value.

3. Confidence Learning Center shall order, receive, inventory, stock and otherwise manage all items offered for sale and/or distribution.

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

6. Confidence Learning Center will display the sales items in good taste and in keeping with the general design and décor of the facility which houses the sales area.

7. Confidence Learning Center sales are restricted to a location approved by the Corps, which will be kept clean and presentable at all times.

D. Fiscal Management

1. Confidence Learning Center 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. Confidence Learning Center 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 Confidence Learning Center activities for the year.

3. The Corps may review the fiscal records of Confidence Learning Center at any time during the term of this agreement.

#### **4. JOINT RESPONSIBILITIES**

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

1. Confidence Learning Center 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 Confidence Learning Center.

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

3. Confidence Learning Center will take reasonable precautions to protect items loaned by the Corps, but assumes no other responsibility for these items. Confidence Learning Center will return loaned property or items as requested by the Corps.

##### **B. Personnel**

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

2. Confidence Learning Center 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 Confidence Learning Center with nominal duties, including sales. Corps personnel shall not be responsible for the conduct or supervision of employees or other personnel of Confidence Learning Center.

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

4. The Corps will orient all Confidence Learning Center 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. Confidence Learning Center 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. Confidence Learning Center employees or volunteers may not wear the Corps uniform or items of clothing that resemble the uniform. Employees and volunteers of Confidence Learning Center, when working at duties that bring them into contact with the public, will wear visible identification that identifies them as Confidence Learning Center employees or volunteers and will not portray an image that they are in any way Corps employees. Items required for identification of Confidence Learning Center 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 Confidence Learning Center 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 Confidence Learning Center.

**7. DURATION**

This Agreement shall be effective for five years commencing on the day following the ratification of this Agreement by the Corps. 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. 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 Confidence Learning Center 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 Confidence Learning Center as may be required by a Lease Agreement. In situations where Confidence Learning Center leases facilities or areas from the Corps, this Agreement would automatically become null and void upon termination or cancellation of the Lease Agreement.

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

IN WITNESS WHEREOF, Confidence Learning Center has caused this Agreement to be executed this 4th day of August, 2012.

Confidence Learning Center

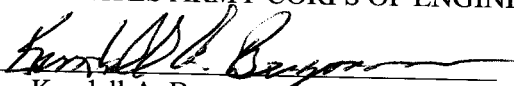
By

Sara Hight  
Sara Hight

Chairperson, Board of Directors

IN WITNESS WHEREOF, The Corps has caused this Agreement to be ratified this 4th day of August, 2012.

UNITED STATES ARMY CORPS OF ENGINEERS

By   
Kendall A. Bergmann  
Lieutenant Colonel, Corps of Engineers  
Acting District Commander