

COOPERATIVE AGREEMENT
BETWEEN THE U.S. ARMY CORPS OF ENGINEERS AND
THE IOWA ACADEMY OF SCIENCE

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 Iowa Academy of Science (hereinafter referred to as the "Academy").

WITNESSETH:

WHEREAS, the Corps operates the Saylorville Lake Visitor Center at the Saylorville Lake Project, Johnston, Iowa (hereinafter referred to as the "Visitor Center") for public recreation and the understanding of the Corps mission; and,

WHEREAS, the Corps operates its program for the benefit of the public and the public requires information for the safe and appropriate use of Corps projects and facilities. 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 Saylorville Lake as well as the archeological, natural and cultural history of the area; and

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

WHEREAS, the Corps natural resource management program fosters the stewardship of our natural and cultural environment; and

WHEREAS, the Corps wishes to accept and the Academy wishes to provide the hereinafter described services to the visiting public at the Visitor Center; and

WHEREAS, the Academy has as its purpose the interpretation for the public's benefit and education of the archeological, natural, cultural and historical environment, and the Academy intends to assist the Corps in its interpretive activities at the Saylorville Lake Visitor Center; and

WHEREAS, the Academy is a non-profit organizations and has the authority to assist the Corps in its presentation to the

public of the natural, cultural, historical and project related features of the Saylorville Lake Project through exhibits and materials;

NOW, THEREFORE, the parties agree as follows:

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

2. CORPS RESPONSIBILITIES

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

B. Should the Academy as part of its cooperative activities, require the use of Corps facilities at the Visitor Center the Corps agrees, in recognition of the services the Academy is contributing to the public, to provide at no cost to the Academy such facilities, utilities, janitorial services, routine and general maintenance when incidental to the normal operation of the facility by the Corps.

3. ACADEMY RESPONSIBILITIES.

A. Corporate Requirements.

1. The Academy's Articles of Incorporation and By-Laws shall comply with the requirements of the state of Iowa. Nonprofit 501(c)(3) status must be maintained in accordance with state and Federal laws. The Academy 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 Academy will 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 Academy in connection with activities under this Agreement.

4. The Academy 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 Academy 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/or educational programs, activities and exhibits.

2. The Academy will cooperate with the Corps in the following activities when consistent with goals and objectives of the Academy:

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 facilities) and assist in preservation programs as mutually agreeable.

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 exhibit or programs at the Visitor Center and assist in preservation programs as mutually agreeable.

c. Assist in the sponsorship and coordination of professional workshops, training opportunities and special events as mutually agreeable.

C. Sales Option

1. As part of this agreement, the Academy may provide materials and accounting services to support a sales area on a continuous or intermittent basis.

2. The Academy 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, region and Corps. The Corps may request the Academy to sell specific items of interpretive value.

3. The Academy shall provide materials for and aid with sale and/or distribution.

4. The Academy will sell only items that are of high quality and appropriate to the Corps Mission and theme of the Visitor Center and consistent with goals and objectives of the Academy. The Academy will not sell any item that has not been approved in writing by the District Commander or his authorized representative. Prices of said items will be mutually agreed upon in advance, in writing, by the District Commander or his authorized representative.

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

8. The Academy will utilize a portion of revenue collected to provide the support stated in paragraph 3.C.9. 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 Visitor Center, purchase of services to support Visitor Center operations and other related activities.

9. The amount of in-kind assistance will be a minimum of fifty percent of the net revenues from sales of items specified in paragraph C.2. The Academy will maintain a separate account to administer funds to be used for in-kind assistance. The Academy shall use this account to purchase materials requested by the Corps. The Corps will limit said request to support activities stated in paragraph 3C of this agreement.

D. Fiscal Management.

1. The Academy 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 Academy shall annually submit (within 135 days following the end of each fiscal year) a complete financial report to the Corps which includes a written summary of Academy's activities for the year.

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

4. JOINT RESPONSIBILITIES.

A. Donation of Interpretive Services or Materials.

1. The Academy at the discretion of its governing board, may loan or donate materials and/or services to the Corps. The Corps reserves the right to accept or decline without obligation any service, donation or loan by the Academy.

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

B. Personnel.

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

2. The Academy will provide such personnel as are reasonably necessary to conduct, operate and manage its cooperative activities, to include administrative duties such as bookkeeping, inventory, ordering, stocking, processing of funds, etc. Corps personnel, during the course of their normal duties, will assist the Academy with sales duties.

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

4. The Corps will orient all Academy 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. Academy 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. Academy employees and volunteers may not wear the Corps uniform or any clothing that resembles the uniform. Employees and volunteers of the Academy when working at duties that bring them into contact with public, will wear visible identification that identifies them as an Academy 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 Academy 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 mutual written consent of the District Commander for the Corps and the President for the Academy.

7. DURATION.

This agreement shall be effective from the ratification date of this agreement until June 30, 2022. Then this agreement will automatically renew every five years unless notice of cancellation is given by either party 90 days before the date of renewal. The Corps and the Academy reserve the right to terminate the agreement, or any part thereof, at any time upon 90 day 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 laws and regulations promulgated thereunder whether now in force or hereafter enacted or provided; and 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 Academy as may be required by a lease Agreement. In situations where the Academy leased 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 Academy agrees that all its activities shall be conducted in accordance with all applicable laws and regulations, both state and Federal.

IN WITNESS WHEREOF, the Academy has caused this agreement to be executed this 5th day of February, 2018.

BY Craig A. Johnson
Executive Director
IOWA ACADEMY OF SCIENCE

IN WITNESS WHEREOF, the Corps has caused this agreement to be ratified this 19th day of March, 2018.

BY [Signature], COL, EN
District Commander
UNITED STATES ARMY CORPS OF ENGINEERS
ROCK ISLAND DISTRICT