

COOPERATIVE AGREEMENT
between the
U.S. ARMY CORPS OF ENGINEERS
and the
MEETING OF THE RIVERS FOUNDATION, INC

This Cooperative Agreement is for the mutual benefit of both parties, and is between the United States Army Corps of Engineers, St. Louis District (hereinafter referred to as the "Corps") and the Meeting of the Rivers Foundation, Inc. (hereinafter referred to as the "Foundation"), acting through the Chairman of the Board of Directors or the Board's designee.

WITNESSETH:

WHEREAS, it is the purpose of the Corps to manage, protect, and interpret the natural, cultural, historical, and man-made resources on the public lands and waters within the Rivers Project jurisdiction (Pools 24, 25, 26, 27 and the lower 80 miles of the Illinois River) for the many benefits of the people of the United States; 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 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 the Rivers Project as well as the archaeological, natural and cultural history of the area; and,

WHEREAS, the Corps and the Foundation mutually recognize there are significant national public benefits from comprehensive interpretive programs on the river for the perpetuation of national pride, preservation of river heritage, safety, and enjoyment of the people of the United States; and,

WHEREAS, the Foundation has as its purpose through mutual collaboration to assist in the acquisition, maintenance, and replacement of exhibits at the National Great Rivers Museum, the Regional Visitor Center located at Melvin Price Locks and Dam, Alton, IL, and intends to assist the Corps in its presentation to the public of the natural, cultural, historical, economical, environmental, recreational and man-made features of the Rivers Project areas through programs, exhibits and materials; and,

WHEREAS, the Foundation as part of its charitable, educational, and auxiliary general purposes intends to assist the Corps in its natural resource management programs, activities, and interpretive functions to benefit and educate the general public; and,

WHEREAS, the Corps has authority, pursuant to Section 4 of the 1944 Flood Control Act, 16 U.S.C. 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, 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 Foundation wishes to provide the hereinafter described volunteer services and contributed funds, materials, supplies, and personal property to enhance the experiences of the visiting public at the National Great Rivers Museum and Rivers Project;

NOW, THEREFORE, the parties agree as follows:

I. AUTHORIZATION AND SERVICES.

The Corps authorizes the Foundation to provide, and the Foundation agrees to provide, the hereinafter described services to the visiting public and the Corps.

II. CORPS RESPONSIBILITIES.

A. Timely Review and Approval

1. The Corps agrees to review and give necessary approvals or disapprovals in a timely manner to the Foundation for any and all proposals, programs, special events, suggestions, signage, logos, promotional items, publications, and other activities that the Foundation might wish to engage.

2. The Rivers Project Operations Manager, or designated representative(s), will have approval authority for day-to-day activities, including, but not limited to, those items specified in subparagraphs 2.B and 2.C below, proposals for special events and provision of services to the public.

B. Use of Government Facilities

1. Should the Foundation, as part of its cooperative activities, require the use of Corps facilities within the Rivers Project Area, including the National Great Rivers Museum, Regional Visitor Center at Melvin Price Locks and Dam, the Corps agrees, that in recognition of the services the Foundation is contributing to the public, provide at no cost to the Foundation such facilities, utilities, janitorial services, and routine and general maintenance when incidental to the normal operation of the facility by the Corps.

2. Should the Foundation require facilities, utilities and services over and above what the government would normally require for operation of the facility, or area used by the Foundation, such facilities, utilities of services shall be provided by the Foundation, or the Foundation will reimburse the Corps at an agreed upon, but nominal cost in recognition of the services that the Foundation is contributing to the public.

3. Should a real estate instrument be necessary for exclusive use of government owned real property, it will be a separate document and will not merge with this Agreement.

C. Use of Government Equipment

1. Should the Foundation, as part of its cooperative activities, require the use of equipment assigned to the Rivers Project, the Corps agrees, that in recognition of the services the Foundation is contributing to the public, provide at no cost to the Foundation such equipment when incidental to the normal operations and Corps sponsored events and activities. Such use shall be consistent with the policies contained in ER 1130-2-500, Chapter 10, and "The Corps of Engineers Volunteer Program."

2. Should a further license or property control receipt be necessary for the use of government owned equipment, it will be a separate document.

III. FOUNDATION RESPONSIBILITIES.

A. Corporate Requirements

1. The Foundation's Articles of Incorporation and By-Laws shall comply with the requirements of the State(s) in which the Foundation is incorporated. Non-profit 501(c) (3) status must be maintained in accordance with state and Federal laws. All costs associated with the establishment and maintenance of the 501 (c) (3) status is the responsibility of the Foundation. The Foundation 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. The Foundation 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, or from any omission, or activity of the Foundation in connection with activities under this Agreement.

4. The Foundation 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. Foundation Activities

1. The Foundation may offer services and resources which support the mission of the Corps, the project, and their natural resource program. This includes assisting, planning, designing, and implementing programs and projects including educational programs and exhibits associated with the natural resource management mission and interpretation. All such services shall be coordinated and approved by the Rivers Project Operations Manager or designated representative(s).

2. All interpretive and educational programs and literature engaged in by the Foundation must meet Corps standards and be approved by the Corps prior to being made available to the public.

3. The Foundation 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 visitor's understanding and appreciation of the natural history, cultural, historical, and man-made features of the Mississippi River regional area and the Corps.

b. Acquire specimens, artifacts, and/or objects pertaining to the history, cultures, environment, or recreational activities of the Mississippi River regional area for the purpose of adding them to the exhibits or programs at the National Great Rivers Museum, and assist in the preservation programs as appropriate.

c. Assist in the development, improvement and replacement of interpretive devices, and educational materials including signs, exhibits, materials and audio-visual aids.

d. Provide quality public outdoor recreational opportunities that are engaging with limited barriers.

e. Assist in the sponsorship and coordination of professional workshops, training opportunities and special events.

f. Assist and promote the interpretive, educational and community programs of the Corps and the Mississippi River regional area for the benefit of the American public.

g. Support engagement of community to enhance opportunities to promote regional betterment.

C. Sales Option

1. As part of this Agreement, the Foundation may independently, or in the alternative through a third party agent, operate a sales area. If the Foundation opts to

operate this service through a third party agent, all contracts and/or agreements by and between the Foundation and such third party agent shall be subject to review and approval by the Corps prior to execution. Any further reference in this section 3.C to the "Foundation" shall mean the Foundation or its designated and approved third party agent.

2. Revenues obtained through such sales shall be maintained by the Foundation and used by the Foundation in support of the Corps programs by donations of materials, supplies and or services. All revenues shall be accounted for and independently audited and verified in periodic reports supplied to the Corps at Foundation expense.

3. The Foundation 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 National Great Rivers Museum and region. The Corps may request the Foundation sell specific items of interpretive value

4. The Foundation shall order, receive, inventory, stock and otherwise manage all items offered for sale and/or distribution. The Foundation shall supply an inventory of all items to the Corps upon request.

5. The Foundation will sell only items that are appropriate and of high quality. The Foundation will not sell any item that has not been approved by the District Commander or his/her authorized representative(s). The Foundation 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/her authorized representative(s).

6. The Foundation 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.

7. The Foundation 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. Any space occupied by the Foundation must be approved by the Corps with regards to display design and general décor. All Display cases, shelving, brochure racks, etc. will be the responsibility of the Foundation and will be kept clean and presentable at all times.

D. Fiscal Management

1. The Foundation 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. All Foundation fiscal

operations must be externally and independently audited and reports supplied to the Corps periodically.

2. The Foundation 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 Foundation activities for the year.

3. At any time during the term of this agreement, the Corps may review any and/or all of the fiscal records of the Foundation that directly relate to the activities undertaken in furtherance of this agreement.

IV. JOINT RESPONSIBILITIES.

A. Annual Meeting

1. The Foundation and the Corps shall meet annually to discuss prior completed activities and proposed projects that will be carried out by the Foundation for the joint Corps/Foundation benefit. A business plan shall be presented by the Foundation at the annual meeting to identify funds, labor, materials and equipment available for implementation of projects conducted pursuant to this agreement.

B. Donation of Services or Materials

1. The Foundation may, at the discretion of its Governing Board, loan or contribute materials, funds, and services to the Corps. The Corps reserves the right to accept or decline without obligation, any contribution by the Foundation. Any contribution will be recorded, catalogued, documented, and inventoried in accordance with Corps standards.

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

C. Personnel

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

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

3. Corps personnel may not serve in a voting capacity on the governing board, or as Treasurer for the Foundation. Corps personnel may serve in an advisory capacity on the Foundation's executive committee or appointed committees as part of their official duties. Corps personnel may not act as the official representative of the Foundation in any matter relating to the Corps, or the terms of this Agreement. There will be no more than five (5) Corps personnel assigned to serve as ex-officio (non-voting) members of the Foundation board. If the Foundation has a membership and/or contribution program, Corps personnel may join and participate in membership activities and/or contribute to the Foundation at their own expense.

4. All Foundation volunteers must be approved by the Corps and must successfully complete all the requirements to become Corps volunteers. The Corps will orient all Foundation 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. Foundation 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. All volunteer activities performed on behalf of the Corps will be monitored and recorded by Corps personnel.

5. Foundation employees, or volunteers may not wear any component of the official Corps uniform, or items of clothing that resemble the uniform. Employees and volunteers of the Foundation, when working at duties that bring them into contact with the public, will wear visible identification that identifies them as a Foundation employee or volunteer.

V. 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 Foundation unless approved in writing by the Corps.

VI. 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 and/or his/her authorized representative(s) for the Corps and the Board of Directors of the Foundation.

VII. DURATION.

This agreement shall be effective for five (5) years commencing on the day following the ratification of this agreement by the Corps. This agreement will automatically renew for another five (5) 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 ninety (90) days written notice. Prior to giving such notice, the party seeking termination will meet with the other party to set forth the reasons for such termination.

In the event of such a termination, any monies, supplies or other assets of the Foundation that have not yet been transferred to the Corps shall remain the property of the Foundation, to be managed in accordance with the by-laws of the Foundation.

VIII. 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 Foundation as may be required by a Lease Agreement. In situations where the Foundation leases 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 Foundation agrees that all its activities shall be conducted in accordance with all applicable laws and regulations, Federal, State and local.

IN WITNESS WHEREOF, the Foundation has caused this agreement to be executed this 26 day of September, 2016.

MEETING OF THE RIVERS FOUNDATION

By Brett Stork
Chairman, Board of Directors

IN WITNESS WHEREOF, the Corps has caused this agreement to be ratified this 26 day of September, 2016.

UNITED STATES ARMY CORPS OF ENGINEERS

By Anthony P. H. [Signature]
District Commander