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 USACE 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 USACE to manage, protect, and interpret the natural, cultural, and man-made resources on the public lands and waters within the Rivers Project jurisdiction (Pools 24, 25, 26, 27, Upper Mississippi River Miles 0-185, and the lower 80 miles of the Illinois River) for the many benefits of the people of the United States; and,

WHEREAS, the USACE operates its natural resource management program for the benefit of the public, and desires to provide facilities for visitor services for the interpretation of river related activities and materials of interpretive and educational value which relate to the cultural and natural history, and historical development of the river and the USACE management activities; and,

WHEREAS the USACE and the Foundation mutually recognize there are significant national public benefits from comprehensive interpretive programs on the river for the perpetuation of national pride and preservation of river heritage; 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 USACE in its presentation to the public of the natural, cultural, historical, economic, 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 USACE in its natural resource management programs, activities, and interpretive functions to benefit and educate the public; and,

WHEREAS, the USACE 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 leases with non-profit organizations for park and recreational purposes; and,

WHEREAS, the 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 91-190; and the Archaeological Resource

Protection Act, as amended, Public Law 96-95, to provide Natural Resources Management programs, activities and interpretive functions.

WHEREAS the USACE 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:

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

2. USACE RESPONSIBILITIES.

A. Timely Review and Approval. The USACE 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 and other activities that the Foundation might wish to engage. The Rivers Project Operations Manager, or designated representative, 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. Should the Foundation, as part of its cooperative activities, require the use of the USACE facilities within the Rivers Project Area, including the National Great Rivers Museum, Regional Visitor Center at Melvin Price Locks and Dam, the USACE 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 USACE. 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 USACE at an agreed upon, but nominal cost in recognition of the services that the Foundation is contributing to the public. 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. Should the Foundation, as part of its cooperative activities, require the use of equipment assigned to the Rivers Project, the USACE 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 normal operations and the USACE 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.”. Should a further license or property control receipt be necessary for the use of government owned equipment, it will be a separate document.

3. 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. The Foundation will make available for inspection, at the request of the USACE, 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 USACE, the Rivers 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 with the Rivers Project Operations Manager or designated representative.

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

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

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

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

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

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

f. 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 USACE 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 USACE programs by donations of materials, supplies and or services.

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 USACE 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.

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 authorized representative. 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 their authorized representative.

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 USACE with regards to display design and general décor. All display cases, shelving and brochure racks 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.

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

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

4. JOINT RESPONSIBILITIES.

A. Annual Meeting

1. The Foundation and the USACE shall meet annually to discuss prior completed activities and proposed projects that will be carried out by the Foundation for the joint USACE and 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 USACE. The USACE reserves the right to accept or decline without obligation, any contribution by the Foundation.

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

C. Personnel.

1. The Foundation and the USACE shall each designate, in writing, a Foundation member and a USACE 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 USACE personnel, during their normal duties, from assisting the Foundation with nominal duties, including sales.

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

4. The USACE will orient all Foundation personnel, staff and volunteers with regard to USACE 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.

5. Foundation employees, or volunteers may not wear the USACE 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.

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 Foundation unless approved in writing by the 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 the USACE and the Executive Committee of the Foundation.

7. DURATION. This agreement shall be effective for five years commencing on the day following the ratification of this agreement by the 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 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 USACE shall remain the property of the Foundation, to be managed in accordance with the by-laws of the Foundation.

8. MISCELLANEOUS.

A. The rights and benefits conferred by this agreement shall be subject to the laws of the United States governing the USACE 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 USACE.

B. This Agreement in no way obviates the responsibilities of the USACE, or the Foundation as may be required by a Lease Agreement. In situations where the Foundation leases facilities or areas from the USACE, 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 USACE and the Foundation has caused this agreement to be executed this 3rd day of August, 2026.

UNITED STATES ARMY CORPS OF ENGINEERS
ST. LOUIS DISTRICT

By PANNIER.ANDY.JOSEPH.1090474134 Digitally signed by PANNIER.ANDY.JOSEPH.1090474134 Date: 2026.08.03 10:36:04 -05'00'

Andy J. Pannier
Colonel, U.S. Army
District Commander

MEETING OF THE RIVERS' FOUNDATION

By

Rodney Green
Chair of the Board of Directors
Meeting of the Rivers Foundation