

**COOPERATIVE AGREEMENT BETWEEN THE
U.S. ARMY CORPS OF ENGINEERS
AND
THE MARK TWAIN LAKE FRIENDS OF RECREATION
AND ENVIRONMENTAL STEWARDSHIP COUNCIL**

FEBRUARY 26, 2014



COOPERATIVE AGREEMENT BETWEEN THE
U.S. ARMY CORPS OF ENGINEERS
AND THE
MARK TWAIN LAKE FRIENDS OF RECREATION AND ENVIRONMENT
STEWARDSHIP COUNCIL

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 Mark Twain Lake Friends of Recreation and Environmental Stewardship (FOREST) Council (hereinafter referred to as the "Council"), acting through the President of the Council or their Executive Committee's designee.

WITNESSETH:

WHEREAS, The Corps operates Mark Twain Lake to execute its civil works responsibilities, which include flood control, hydropower, environmental stewardship, water supply, navigation, and public recreation, and achieves its operational goals through a wide range of activities, programs, and events; and,

WHEREAS, The Corps operates its natural resource management program for the benefit of the public, and the public requires resources and facilities for the safe and appropriate use of Corps projects; and,

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

WHEREAS, the Corps and the Council mutually recognize there are significant national public benefits from the operation of Mark Twain Lake; and,

WHEREAS, the Council has as its purpose to promote quality public outdoor experiences at Mark Twain Lake, and foster responsible and innovative land and water stewardship practices through professional collaboration, education and public engagement, and intends to assist the Corps in the conduct of its natural resource management programs and activities; and,

WHEREAS, the Council has the authority to assist the Corps in the conduct of its recreation and natural resource programs and activities through the promotion of quality outdoor experiences and fostering responsible environmental stewardship; and

WHEREAS, the Corps 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;

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 Council 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 Mark Twain Lake;

NOW, THEREFORE, the parties agree as follows:

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

2. 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 Council for any and all proposals, programs, special events, suggestions and other activities that the Council might wish to engage.

2. The Mark Twain Lake 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

1. Should the Council, as part of its cooperative activities, require the use of Corps facilities at Mark Twain Lake, the Corps agrees, that in recognition of the services the Council is contributing to the public, provide at no cost to the Council 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 Council require facilities, utilities and services over and above what the government would normally require for operation of the facility, or area used by the Council, the Council will reimburse the Corps at an agreed upon, but nominal cost in recognition of the services that the Council 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 the Agreement.

C. Use of Government Equipment

1. Should the Council, as part of its cooperative activities, require the use of equipment assigned to Mark Twain Lake, the Corps agrees, that in recognition of the services the Council is contributing to the public, provide at no cost to the Council 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.

3. COUNCIL RESPONSIBILITIES.

A. Corporate Requirements.

1. The Council's Articles of Incorporation and By-Laws shall comply with the requirements of the state(s) in which the Council is incorporated. Non-profit 501(c)(3) status must be maintained in accordance with state and Federal laws. The Council 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 Council 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 Council in connection with activities under this Agreement.

4. The Council 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. Council Activities.

1. The Council 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 associated with the environmental stewardship and recreation mission.

2. The Council will cooperate with the Corps in the following activities:

a. Promote responsible land stewardship through habitat design, vegetative composition, wildlife management, soil conservation, and sustainable forest management.

b. Promote responsible water stewardship, which supports the mission of the Corps and their natural resource management program.

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

d. Promote an environment conducive to the cooperation of public and private entities that share the values of responsible resource stewardship.

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

f. Assist with interpretive and educational projects that increase the visitor's understanding and appreciation of the natural history, cultural, historical, and man-made features of the project area and the Corps of Engineers.

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

h. Assist in all practical ways the environmental stewardship and recreational programs Corps and the project for the benefit of the American public.

C. Sales Option

1. As part of this Agreement, the Association may conduct sales on a continuous or intermittent basis.

2. The Association shall order, receive, inventory, stock, and otherwise manage all items offered for sale and/or distribution.

3. 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.

4. The Association 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.

5. 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.

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

D. Fiscal Management.

1. The Council 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 Council 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 Council activities for the year.

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

4. JOINT RESPONSIBILITIES.

A. Donation of Services or Materials.

1. The Council may, at the discretion of its Executive Committee, contribute materials, funds, and services to the Corps. The Corps reserves the right to accept or decline without obligation, any contribution by the Council.

B. Personnel.

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

2. The Council 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 the Council with nominal duties, including sales.

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

4. The Corps will orient all Council 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. Council 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. Council employees, or volunteers may not wear the Corps uniform, or items of clothing that resemble the uniform. Employees and volunteers of the Council, when working at duties that bring them into contact with the public, will wear visible identification that identifies them as a Council 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 Council 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 Executive Committee of the Council.

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. The Corps reserves the right to terminate the agreement, or any part thereof, at any time upon written notice. Prior to giving such notice, the Corps will meet with the Council 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.

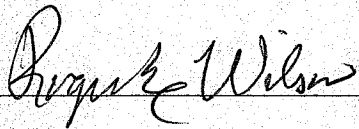
B. This Agreement in no way obviates the responsibilities of the Corps, or the Council as may be required by a Lease Agreement. In situations where the Council leases facilities or areas from the Corps, this Agreement would automatically become null and void upon the termination or cancellation of the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

C. The Council agrees that all its activities shall be conducted in accordance with all applicable laws and regulations, both state and Federal.

IN WITNESS WHEREOF, the Council has caused this agreement to be executed this

26 day of February, 2014

MARK TWAIN LAKE FOREST COUNCIL

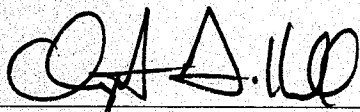
By 

President, Executive Committee

IN WITNESS WHEREOF, The Corps has caused this agreement to be ratified this

24th day of January, 2014.

UNITED STATES ARMY CORPS OF ENGINEERS

By 

District Commander