COOPERATING AGREEMENT
BETWEEN
U.S. ARMY CORPS OF ENGINEERS AND
THE MARK TWAIN LAKE VISITORS AND
EDUCATIONAL RESOURCE CENTER COMMITTEE

This Cooperating Agreement is for the mutual benefit of both parties and is between the United States Army Corps of Engineers, St. Louis District, Mark Twain Lake Project, Monroe City, Missouri (hereinafter referred to as the "Corps") and the cooperating association partner, Mark Twain Lake Visitors and Educational Resource Center Committee (hereinafter referred to as the "Association"), acting through the President of the Association or their Board's designee. The Association meets all requirements of a cooperating association as defined by Corps regulation.

WITNESSETH:

WHEREAS, the Corps operates the M.W. Boudreaux Memorial Visitor Center and the Cannon Power House Exhibit Area at Clarence Cannon Dam and Mark Twain Lake, in Missouri for public recreation and to increase the understanding of the Corps mission; and,

WHEREAS, the Corps achieves its operational goals for natural resources management through a wide range of activities, programs and events; 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 audiovisual materials, photographs, models, interactive displays, lectures, artifacts and other materials which illustrate the Corps, its mission and activities in and around Mark Twain Lake, as well as, the archaeological, natural, and cultural history of the area; and,

WHEREAS, the Corps and the Association mutually recognize there are significant national public benefits to a visitor center which uses a comprehensive interpretive program and techniques and supports the Corps goals for education perpetuation of national pride, preservation of natural 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 Association has as its purpose the enhancement of the environment through research, education and scientific activities and intends to assist the Corps in the conduct of its natural resource management programs and activities; and,

WHEREAS, the Association has as its purpose the interpretation for the public's benefit and education of the archeological, natural, cultural, and historical environment, and Association intends to assist the Corps in its interpretive activities at Mark Twain Lake through the use of programs, exhibits, displays, and materials at the

M.W. Boudreaux Memorial Visitor Center, Cannon Power House Exhibit and Mark Twain Lake Project;

WHEREAS, the Association has the authority to assist the Corps in its presentation to the public of the natural, cultural, historical and project-related features of the Mark Twain Lake Region through programs, exhibits, and materials;

WHEREAS, the Association intends to assist in the support and benefit the acquisition, maintenance, and replacement of exhibits at the M. W. Boudreaux Memorial Visitor Center and Cannon Power House Exhibit Area located at Mark Twain Lake, Monroe City, MO and intends to assist the Corps in its presentation to the public of the natural, cultural, economical, environmental, recreational and man-made features of the Mark Twain Lake Project region through programs, exhibits and materials; 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 recreational 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; and,

WHEREAS, the Corps wishes to accept and the Association wishes to provide the hereinafter described interpretive and educational services to the visiting public at Mark Twain Lake;

NOW, THEREFORE, the parties agree as follows:

1. The Corps authorizes the Association to provide, and the Association agrees to provide, the hereinafter- described interpretive and educational services; and/or research and scientific services, and/or maintenance services to the visiting public and the Corps.

2. CORPS RESPONSIBILITIES.

a. Timely Review and Approval. The Corps agrees to review and give necessary approvals or disapprovals in a timely manner to the Association for any and all proposals, programs, special events, suggestions and other activities in which the Association might wish to engage. The point of contact for the Corps is the Lead Interpretive Services and Outreach Program Ranger.

b. Use of Government Facilities.

1) Should the Association, as part of its cooperating activities, require the use of Corps facilities at the M.W. Boudreaux Memorial Visitor Center and Cannon Power House Exhibit Area or other facility, the Corps agrees that, in recognition of the

services the Association is contributing to the public, to provide at no cost to the Association 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 Association require facilities, utilities and services over and above what the Corps would normally require for operation of the facility, or areas used by the Association, the Association will reimburse the Corps at the agreed upon, nominal cost in recognition of the services that the Association is contributing to the public.

3) A lease between the Association and the Corps contains the terms and conditions of sales area and facilities use at the M.W. Boudreaux Memorial Visitor Center. This Agreement in no way alters the responsibilities of the Corps or the Association as may be required by other real estate instruments.

3. ASSOCIATION RESPONSIBILITIES.

a. Corporate Requirements.

1) The Articles of Incorporation and Bylaws shall comply with the requirements of the State of Missouri. Non-profit 501(c) (3) status must be maintained in accordance with State of Missouri 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 50l(c) (3) status is not maintained.

3) The Association shall have liability insurance, which indemnifies, saves, holds harmless, and defends the United States against all claims, damages, losses, judgments and expenses arising out of, or from any omission, or activity of the Association in connection with activities under this Agreement.

4) The Association 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 Association may offer educational and interpretive services which support the mission of the Mark Twain Lake Project. This includes, but is not limited to, assisting, planning, designing, implementing and conducting interpretive and educational programs, activities, special events and exhibits.

2) The Association may offer scientific, research, maintenance and/or other services which support the mission of the Corps and their natural resource management program. This includes assisting, planning, designing, implementing and conducting scientific and/or maintenance programs, activities and exhibits. All such services shall be coordinated with the Mark Twain Lake Project Operations Manager or designated representative.

3) All interpretive and educational programs and literature engaged in by the

Association must meet Corps standards and be approved by the Corps prior to being made available to the public.

4) The Association will cooperate with the Corps in the following activities:

c. 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 Mark Twain Lake regional area and the Corps.

d. Acquire specimens and/or objects pertaining to the history, cultures, environment, or recreational activities of the Mark Twain Lake regional area for the purpose of adding them to the exhibits or programs at the M.W. Boudreaux Memorial Visitor Center and Cannon Power House Exhibit Area, and assist in preservation programs as appropriate.

e. Assist in the development and improvement of interpretive devices and educational materials including signs, exhibits, materials, and audiovisual aids.

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

g. Assist in all practical ways the interpretive, educational and community programs of the Corps for the benefit of the public.

h. Sales Option.

1) Part of this Agreement, the Association may operate a sales area on a continuous or intermittent basis.

2) The Association is hereby authorized to sell and/or distribute interpretive and educational items such as publications, maps, audiovisual aids, crafts, and other objects related directly to the interpretive and educational themes of the project, visitor center, region, State of Missouri, and the Corps. The Corps may request the Association to sell specific items of interpretive value.

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

4) 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.

5) The Association 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 Corps.

6) 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.

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

8) Revenues obtained through such sales shall be maintained by the Association and used by the Association in support of Corps programs by donations of materials, supplies, and/or services.

i. Fiscal Management.

1) The Association will conduct its fiscal operations in accordance with accepted business practices. This includes the appropriate use of a funds accountability system, purchasing systems, receipts, invoices, and inventory records.

2) All transactions related to the Committee will be via credit or debit card. No cash transactions will be accepted. The Committee will provide a square terminal for transaction processing and donations. Donations will be accepted in the form of a line item on the square terminal.

3) The Association shall, at a minimum, 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 Association activities, pertaining to the Corps for the year.

4) The Corps may review the fiscal records of the Association at any time during the term of this Agreement.

4. JOINT RESPONSIBILITIES.

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

b. Donation of Interpretation Services or Materials.

1) The Association 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 the Association.

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

c. Personnel

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

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

3) Corps personnel may not serve in a voting capacity on the governing board, or Treasurer for the Association. Corps employees may serve in an advisory capacity on the Association's governing board or associations. Corps personnel may not act as the official representative of the Association in any manner relating to the Corps or the terms of this Agreement; however, if the Association has a membership program, Corps personnel may join and participate in membership activities.

4) The Corps will orient all Association 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. Association staff and volunteers involved in visitor contact will receive additional orientation in regard to interpretive services. All orientation will be conducted prior to the assumption of duties.

5) Association employees, or volunteers shall not wear the Corps uniform or items of clothing that resemble the uniform. Employees and volunteers of the Association, when working at duties that bring them into contact with the public, shall wear visible identification that identifies them as a Association employee or volunteer.

5. ASSIGNMENT. No transfer or assignment of this Agreement or any part thereof or interest therein, directly or indirectly, voluntarily or involuntarily shall be made by the Association unless approved in writing by the Corps.

6. MODIFICATION AND AMENDMENTS. Modifications and amendments to this agreement in this 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 for the Association.

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 or cancellation is given by either party before the date of renewal. Either party reserves the right to terminate the agreement or any parts thereof, at any time upon 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 Association that have not yet been transferred to the Corps shall remain the property of the Association, to be managed in accordance with the by-laws of the Association.

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 the rules and regulations promulgated

hereunder whether now in force or hereafter enacted or provided; and the mention of specific restriction, 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 Association as may be required by a Lease Agreement.

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

IN WITNESS WHEREOF, the U.S. Army Corps of Engineers has caused this agreement to be ratified this _____ day of _____ 2023.

UNITED STATES ARMY CORPS OF ENGINEERS
ST. LOUIS DISTRICT

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

IN WITNESS WHEREOF, the Association has caused this agreement to be executed this _____ day of _____ 2023.

MARK TWAIN LAKE VISITORS AND EDUCATIONAL RESOURCE CENTER COMMITTEE

By _____
Robert Kendrick
Mark Twain Lake Visitors and Educational Resource Center Committee
President