

**U.S. Army Corps of Engineers
Fiscal Year 2013
Handshake Program Application**

Please review instructions before completing application!

Corps Lake/Project Name:**Clarence Cannon Dam and Mark Twain Lake**

Handshake Proposal Title:**Indian Creek Multi-Use Trail**

Corps POC Name:**Zach Noordhoff**

Telephone: **(573) 735 - 4097 ext. 249**

E-Mail: **zachary.n.noordhoff@usace.army.mil**

A. Eligibility checklist:

1. Is the seed money going to be spent at Corps facilities and resources that are being maintained by the Corps at 100% expense? * **Yes** **No**

2. Is the agreement with a non-federal public or private entity(ies)? * **Yes** **No**

3. Is the proposed activity within current authorities and contained in the annual or 5-year work plan in the approved OMP? ** **Yes** **No**

4. If no, when will the OMP be updated and approved? (example: Sept 10) November 30, 2012

**If “No” to either question 1 or 2 the proposal cannot be authorized under the Corps’ challenge partnership authority.*

*** If “No” to question 3 and the date provided in answer to question 4 would come after the commencement of your proposed challenge partnership your activity can not be authorized.*

B. Handshake Funding Program Request (maximum \$30,000): \$30,000

C. Cooperating Association Bonus: Challenge Partnerships that include a Cooperating Association with which your project/district has entered into a Cooperative Agreement are eligible to compete for an additional \$5000. You must include a copy of the signed agreement with your proposal. (Reference Chapter 9 of ER and EP 1130-2-500 for information on cooperating associations).

D. Incentive Points Category: Check the box if your Lake/Project qualifies to receive bonus points on the evaluation score for submitting partnership success stories/GETS. Also include an explanation of the GETS submittal and the date of submission below the check box.

Partnership Success Stories/Good Enough to Share Submittals: Facilities that provided at least one partnership success story from previous activities may qualify for bonus points. Please check box if you have submitted a GETS or Partnership Success Story in Fiscal Year 2012

E. Describe your partnership and the proposed project:

Your project will be evaluated on the following categories: Sustainability, Partnership Value, Recreation Benefit, Environmental Stewardship Benefit, Communication and Education Value, and Innovativeness. Please address each in your description.

Description:

Grant funding would support development of phase one of a 5-mile multi-use trail, within the Indian Creek Recreation Area. This trail phase proposes the development of a one-mile connector trail between the West Campground and East Campground and a 0.40 mile beach trail. This trail phase would conjoin a 2009 Reserve America Top 100 Campground featuring 190 campsites, boat launching access to an 18,600 acre lake, an educational amphitheatre, 2-acre fishing pond and a swimming beach. This project will be developed in partnership with the Friends of Recreation and Environmental Stewardship (FOREST) Council and Western Illinois University's Recreation, Park and Tourism Administration Department (WIU). The trail will support and advance collaborative initiatives, fulfill customer demands, promote quality outdoor experiences and support the environmental and recreational missions of the U.S. Army Corps of Engineers (USACE).

Background: The Mark Twain Lake Visitors and Educational Resource Center (MTLVERC) is representing this application as the official cooperative association. In 2010, a local friends group named the FOREST Council came together to partner with the USACE in order expand environmental education and recreational projects within the Mark Twain Lake region. The MTLVERC has since become a partner with this group along with: The National Wildlife Turkey Federation, Missouri Department of Conservation, Whitetails Unlimited, Show-Me Missouri Backcountry Horsemen, National Active and Retired Federal Employees Association, Mark Twain Lake Sailing Association, Missouri Society of Professional Engineers, Ducks Unlimited, Hannibal Career and Technical Center, Forrest Keeling Nursery, Quail Forever, Northeast Missouri Electric Power Cooperative, Natural Resources Conservation Service, Monroe City Future Farmers of America and the Monroe City Sheltered Workshop. Between 2010-2012, the FOREST Council created and completed the Northeast Missouri Environmental Stewardship Demonstration Area within Frank Russell Recreation Area, allowing numerous local wildlife groups to have hands-on volunteer opportunities in habitat design, vegetative composition, wildlife management, soil conservation and sustainable forest management. With the completion of this area, the FOREST Council is requesting to work with the USACE in constructing a multi-use trail in the Indian Creek Recreation Area.

Objective: The Indian Creek Multi-Use Trail will provide the public safe access for runners, walkers and bicyclists of all age groups, while enhancing the area's environmental education and tourism focus. Its unique partnership collaboration will further the following missions:

1. Support the mission of the FOREST Council by maintaining an environment conducive to the collaboration of public and private entities that share the same values of responsible stewardship, and to seek opportunities to apply those values to the public lands of Mark Twain Lake.
2. Support the mission of WIU by providing dynamic, highly effective learning opportunities for personal and career development; and to encourage and facilitate scholarly and creative activity.
3. Provide additional trail opportunities in the Indian Creek Recreation Area that enhance the visitor experience through facility design that supports various environmental and recreation pursuits. This area is comprised of 2,775 acres of oak and hickory forests; one of the largest USACE areas in the nation. It makes up approximately 10% of the lake's population or 220,000 visitors annually.

Project Plan:

1. USACE staff, WIU and FOREST Council volunteers will clear 1.4 miles of brush, leaving 6 feet for the trail width and 5 feet on both sides for a buffer zone.

2. USACE staff will perform minor excavation work with a skid loader removing dirt to about 4-6 inches from beginning grade.
3. USACE staff, WIU and FOREST Council volunteers will transport and level 1 1/2" minus gravel base at a depth of 6" along the trail length.
4. Contracted personnel will compact base level.
5. USACE staff, WIU and FOREST Council volunteers will transport and grade crushed limestone at a depth of 3" from the outside and 5" from the center; improving trail drainage.
6. USACE staff will compact final layer with project equipment.
7. USACE staff, WIU and FOREST Council volunteers will prepare the buffer zone seed beds so that water drains away from the trail. Moreover, volunteers will plant grass seed to reduce soil erosion.

Sustainability: The anticipated life span of this trail is 30 years. Periodic maintenance will be accomplished through the FOREST Council's efforts, or through volunteer contribution. Construction methods have and will continue to be coordinated with the Missouri Department of Natural Resources Rock Bridge Memorial State Park, caretaker of a portion of the 240-mile Katy Trail, to ensure long term sustainability and review lessons learned. Additionally, Western Illinois University's Recreation Park and Tourism Administration (WIU) classes designed the Indian Creek Multi-Use Trail following elevation contour lines, a practice used to minimize washouts and the need for culverts, bridges and water bars. Coordination with these other agencies is of benefit to the USACE, as the trail will be sustainable for the public for at least 30 years.

Supports Recreation Strategic Objective: 2.1

Partnership Value: The estimated project cost is \$62,477.00. The USACE and WIU formally partnered together in 2010, permitting class projects to occur in Open Space Park Planning and Landscape Construction. These projects gave an opportunity for college students to conduct a needs assessment and design a multi-use trail system for bicyclists and pedestrian traffic across the Indian Creek Recreation Area. To date, WIU's volunteer contributions have exceeded \$10,000.00. The FOREST Council has pledged 25 volunteers and WIU has pledged an independent study course for this trail phase. In-kind service and volunteer hours are valued at \$19,977.00. In-kind services include Dr. Rob Porter's consulting and oversight of the project. Volunteer hours include brush clearing, transporting rock and soil, leveling rock, preparing seed beds, and seeding areas. Partners will be completing over 80% of the physical labor.

Supports Recreation Strategic Objective: 1.7

Environmental Stewardship Value: Phase one of the Indian Creek Multi-Use Trail will provide access to one of the largest USACE mature oak and hickory forests in the nation, where wildlife habitat are abundant. Moreover, this trail will provide the environmental stewardship community opportunities to promote outdoor education and support partnership contributions toward sustainable environmental resources. Education will be centered around prescribed burns, tree identification, accessible hunting events and bird watching. This trail will build an environmental coalition between public service agencies, academia, partners and the recreational public. Additionally, this trail will alleviate road congestion and decrease carbon dioxide emissions.

Support Recreation Strategic Objective: 3.2

Recreational Benefit: Phase one of the Indian Creek Multi-Use Trail is designed to provide easy access for walkers, runners and bikers of all age groups. This is facilitated by trail width of 6 feet and a slope typically less than 5%. Presently bicyclists and pedestrians are relegated to share the same 10-mile road access as vehicles hauling campers and loaded boat trailers causing safety concerns to the visiting public. This trail would enhance public safety, alleviate parking and encourage overall health and well being.

Support Recreation Strategic Objective: 1.1

Communication & Education Value: The USACE would advertise this trail as a healthy lifestyle activity and attempt to draw in special health events, such as cancer walks, as the final trail phases were completed. Additionally, this project would be a site for interpretive programming involving bird watching, geocaching, bike adventures, special event support, wildlife food plots and prescribed burns. The project has the intent to create a multimedia campaign through our webpage including an electronic PDF map download, static handout distribution, press releases and word of mouth amongst the community. We want to be a part of the community, enhance partner and volunteer support, and advance our recreation and environmental stewardship missions through requested facility changes and environmental education. We have written support of two local bicycle shops in the area and the Quincy Friends of the Trails.

Support Recreation Strategic Objective: 1.8

Innovativeness: By utilizing WIU students, who are taught modern recreation philosophies and techniques, the USACE benefits in the long term from this partnership. Students in the Open Space Park Planning and Landscape Construction courses focused on customer feedback, trail sustainability, cost analysis, user difficulty, environmental education programming and incorporation of various types of habitat. The trail layout was vetted through the USACE and the FOREST Council. Once approved, students inputted the information into GIS for further analysis. Additionally, Dr. Rob Porter's consulting services have and will provide invaluable information for developing and maintaining a modern trail system. The USACE provided WIU students an opportunity to utilize USACE lands as an outside laboratory and improve their subject understanding and the future of the recreation field. Furthermore, every Halloween, the USACE supports a Pumpkin People special event that draws about 4,000 people over two nights. There are logistical and safety disadvantages in having two big campgrounds 1 mile apart where parents have to drive their children to both areas in the dark. The USACE would create a haunted trail, drawing more people to the event, creating a new facet for the public to enjoy and solving a logistical and safety issue.

Support Recreation Strategic Objective: 3.2

The Corps will:

The USACE will provide technical oversight and planning over the entire project. The following will be all materials and services provided by the USACE during execution of the project:

1. Utilizing the handshake funds, the USACE will procure gravel and crushed limestone in order to develop and support the trail service (\$26,778.00).
2. Utilizing the handshake funds, the USACE will use an existing IDIQ contract in order to compact the subbase trail layer (\$3,222.00).
3. Coordination of activities, in-house labor and management of resources (\$5,000.00).
4. Provide necessary equipment to perform minor excavation, compaction and grading work (\$6,500.00).
5. The USACE will procure materials associated with seeding the buffer zones with project funds (\$1,000.00).

The Partner(s) will:

The FOREST Council will provide the following services to successfully complete phase one of the Indian Creek Multi-Use Trail:

1. Provide the necessary labor to remove brush, transport and level rock, prepare bufferzone seed beds and seed associated areas (\$15,523.00).

WIU will provide the following services to successfully complete phase one of the Indian Creek Multi-Use Trail:

1. Provide the necessary labor to remove brush, transport and level rock, prepare bufferzone seed beds and seed associated areas (\$2,724.00).
2. Dr. Rob Porter to perform consulting and project oversight services (\$2,000.00).

Challenge Partnership Financial Work Sheet

Corps Project Name: Clarence Cannon Dam & Mark Twain Lake

Work Project Title: Indian Creek Multi-Use Trail

POC Name: Zach Noordhoff

Address: 20642 Highway J

City: Monroe City

State: MO Zip Code: 63456

Telephone: 5737354097

Location on Project: Indian Creek Recreation Area

Partner Organization 1: Western Illinois University (Recreation, Park and Tourism Administration)

POC Name: Dr. Rob Porter

Address: Currens Hall 400/1 University Circle City: Macomb

State: IL Zip Code: 61455

Telephone: 3092981967

Partner Organization 2: FOREST Council

POC Name: Bob Kendrick

Address: 1008 U.S. 24

City: Monroe City

State: MO Zip Code: 63456

Telephone: 5737354561

Partner Organization 3:

POC Name:

Address:

City:

State:

Zip Code:

Telephone:

Proposed start date of work: Mar-13

Simple description of work to be accomplished through the partnership: USACE staff and Dr. Rob Porter will participate and oversee college student volunteers and FOREST Council volunteers clear the trail path. USACE staff will perform minor excavation work. The excavated sub grade level will be compacted. Next, a layer of 6" thick 1 1/2" minus gravel base and 3" thick crushed limestone will be spread and compacted. USACE staff, college students and FOREST Council volunteers will prepare the side seed beds so that water drains away from the center of the trail. Additionally, volunteers will plant grass seed to reduce soil erosion.

Double click on spreadsheet to access data entry fields:

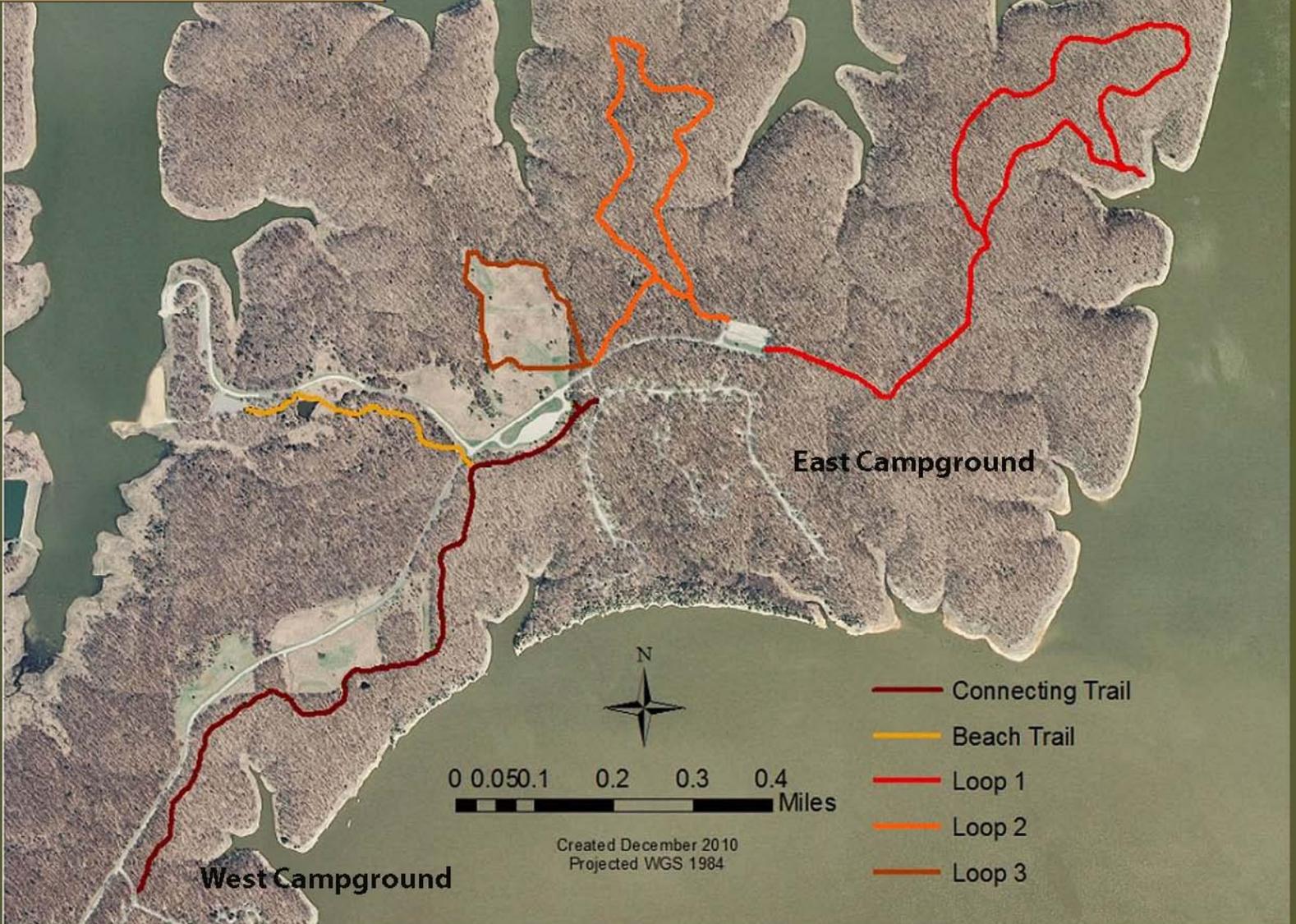
	Local Corps Office	Handshake Funds	Partner 1	Partner 2	Partner 3	Total
Salaries	\$5,000	N/A	\$0	\$0	\$0	\$5,000
Travel	\$0	N/A	\$0	\$0	\$0	\$0
Materials and Supplies	\$1,000	\$26,778	\$0	\$0	\$0	\$27,778
Equipment Use	\$6,500	\$0	\$0	\$0	\$0	\$6,500
Funds Contributed	N/A	N/A	\$0	\$0	\$0	\$0
Personal Property	N/A	N/A	\$0	\$0	\$0	\$0
Volunteer	N/A	N/A	\$2,724	\$15,253	\$0	\$17,977
In-Kind Services	N/A	N/A	\$2,000	\$0	\$0	\$2,000
Other (explain below)	\$0	\$3,222	\$0	\$0	\$0	\$3,222
Total	\$12,500	\$30,000	\$4,724	\$15,253	\$0	\$62,477
Share of Total Cost	20.0%	48.0%	7.6%	24.4%	0.0%	100%

Explanations: Existing IDIQ contract will be employed to provide equipment and operator to compact subgrade and subbase layers of the trail.

Indian Creek Campground

United States Army Corps of Engineers
Mark Twain Lake Project

Proposed Trail System



East Campground

West Campground

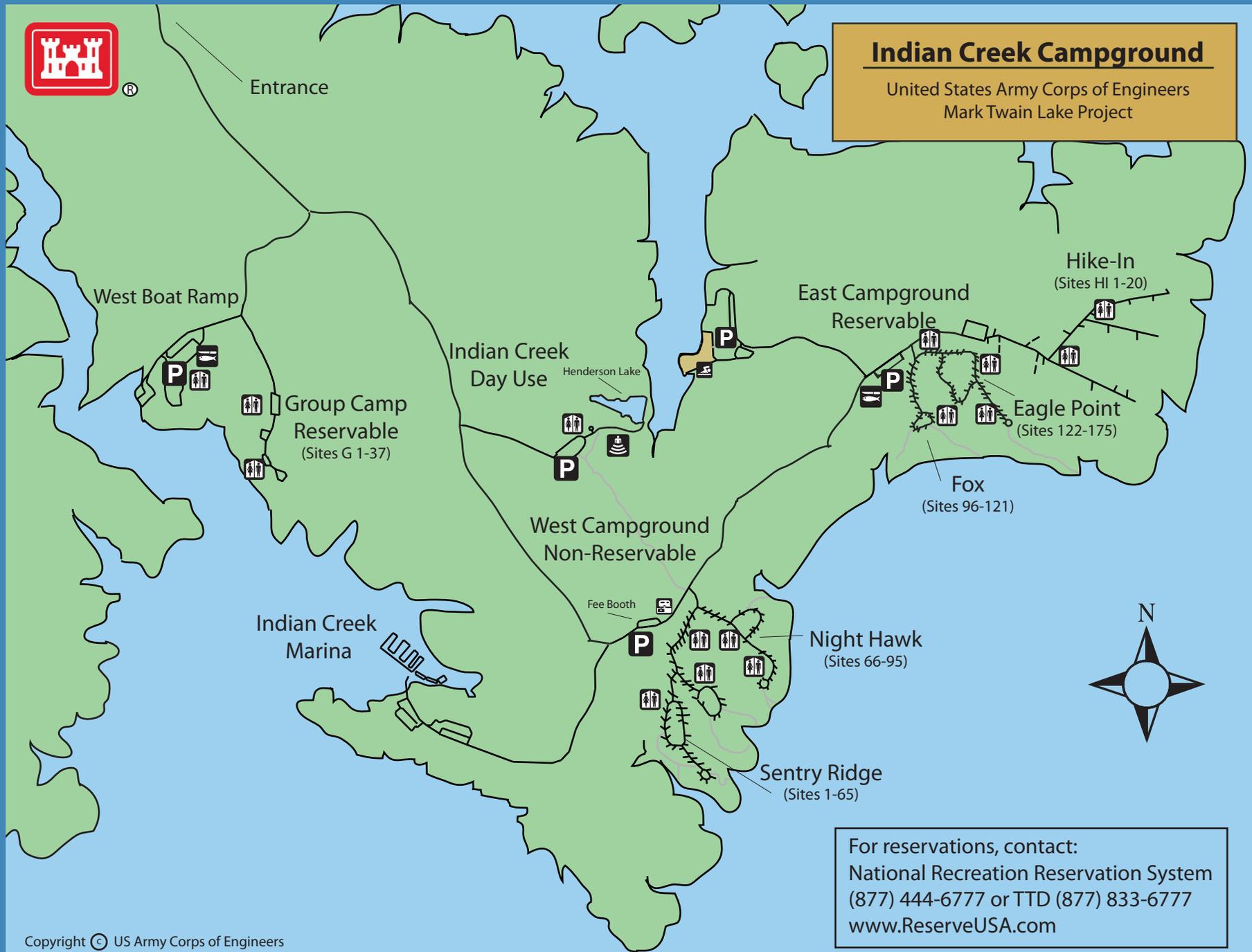
- Connecting Trail
- Beach Trail
- Loop 1
- Loop 2
- Loop 3

Created December 2010
Projected WGS 1984



Indian Creek Campground

United States Army Corps of Engineers
Mark Twain Lake Project



For reservations, contact:
National Recreation Reservation System
(877) 444-6777 or TTD (877) 833-6777
www.ReserveUSA.com

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 501(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:

e. 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) As 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 décor 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) 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.

(3) 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 9th day of March 2011.

UNITED STATES ARMY CORPS OF ENGINEERS

By Thomas E. O'Hara, Jr.
Thomas E. O'Hara, Jr.
Colonel, U.S. Army
District Commander

IN WITNESS WHEREOF, the Association has caused this agreement to be executed this 18 day of March 2011.

MARK TWAIN LAKE VISITORS AND EDUCATIONAL RESOURCE CENTER COMMITTEE

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