

**U.S. Army Corps of Engineers  
Fiscal Year 2014  
Handshake Program Application**

**Please review instructions before completing application!**

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

Handshake Proposal Title: **Frank Russell Pond Barrier Free Access and Fishing Facilities**

Corps POC Name: **Allen Mehrer**

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

E-Mail: **allen.mehrer@usace.army.mil**

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**A. Eligibility checklist:**

1. Will the Handshake funds be spent on Corps facilities and resources that are being fully maintained by the Corps? \*  **Yes**  **No**
  
2. Will the Challenge Partnership agreement be 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 lake project OMP? \*\*  **Yes**  **No**

*\*If "No" to any of the above questions the proposal cannot be authorized under the Corps' challenge partnership authority.*

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**B. Handshake Funding Program Request (maximum \$30,000): \$25,000**

**C. Cooperative Agreement 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 application qualifies to receive bonus points on the evaluation score for partnering with three or more partners. A summary of the partners' contribution to the Handshake Project should be included in the financial worksheet below.

- Application includes 3 partners (25 bonus points)
- Application includes 4 partners (40 bonus points)
- Application includes 5 partners (50 bonus points)
- Application includes 6 partners (50 bonus points for the first 5 partners plus 10 points for each additional partner)

**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 the completion of barrier-free access and fishing facilities at the Frank Russell Pond. Located in the Northeast Missouri Environmental Stewardship Demonstration Area (NEMOESDA), the Frank Russell Pond serves as a valued recreational, educational, and stewardship resource in an area that represents a strong tradition of community collaboration. This multiple purpose project proposes the development of 325' of ADA-compliant concrete sidewalk, two 8' x 10' concrete paved fishing pads, and landscaped aquatic feature providing uninhibited access for individuals with mobility limitations. The paved access will encourage outdoor educational opportunities to an ever increasing segment of the populace that is not currently engaged with natural environments. Furthermore, the project will address the remediation of approximately 500' of perimeter shoreline that is impacted by the effects of wind and hydraulic forces, reducing the sediment deposition into the lake and creating a safer environment for recreational users. The project will be developed by organizational members of the Mark Twain Lake Friends of Recreation and Environmental Stewardship Council (FOREST). The Frank Russell Pond Barrier Free Access Facilities will support and advance collaborative initiatives, fulfill customer demands, promote quality outdoor experiences, and support the environmental and recreational missions of the Corps of Engineers.

Background: The Frank Russell Pond was an inadvertent by-product of the David C. Berti Shooting Range, a partnership endeavor between the Corps of Engineers, the Missouri Department of Conservation, and the National Rifle Association in 2003. A tremendous volume of earthen material was necessary to construct the retention berms of the shooting range. The Frank Russell Recreation Area possessed the needed commodity of clay fill, and the existing topography of the designated borrow area accommodated the excavation of materials in a manner to create the 3.5 acre impoundment known today as the Frank Russell Pond.

Design elements incorporated into the impoundment that promoted sustainable fisheries and embankments and shorelines that accommodated family/children safety features yielded a rustic facility that possessed immense recreational potential. Recognizing this potential, recreational use concepts were developed to convert an area formerly utilized as a borrow site for construction materials for Clarence Cannon Dam, and considered by some to be a "wasteland", to a recreational feature that offers shoreline fishing at a civil works facility where topography severely hampers the ability to pursue angling opportunity on the main lake. With the addition of landscape features, a partnership with the Missouri Department of Conservation to establish a sustainable fishery, a segment of concrete sidewalk to gain partial access to the shoreline, and a gravel parking, the area was made available for public utilization.

Favorable reception of the area by community members was overwhelming. Families found the area as a quiet and welcoming retreat to enjoy an afternoon of fishing. The unexpected surprise was the response from schools, youth groups, community wildlife organizations, and partnering government entities utilizing the area as an educational resource, and a conduit for the community to rediscover the outdoors. Soon, dialogue between the Corps of Engineers and these community members resulted in the creation of the NEMOESDA Area. The Northeast Missouri Environmental Stewardship Demonstration Area (NEMOESDA) is a regional cooperative project that provides a consolidated venue for multiple responsible stewardship and recreational disciplines. Through collaborative efforts, the area serves as an avenue for public and private entities to demonstrate innovative and effective stewardship technologies, share knowledge, provide educational experiences to a regional audience, and promote quality outdoor experiences. The featured component of this area is the 3.5 acre recreational pond. In addition supporting facilities, such as a pavilion, restroom, interpretive signs, and landscape

features were developed in this area to demonstrate progressive and community-involved environmental and recreation stewardship.

In April 2010, this group of engaged partners solidified their commitment to responsible environmental and recreational stewardship on the public lands of Mark Twain Lake by forming the Friends of Recreation and Environmental Stewardship Council (FOREST). The goal of the group is to maintain 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. The FOREST Council is a 501c3 non-profit organization.

FOREST Council Cooperating partners: Whitetails Unlimited, USDA-Natural Resource Conservation Service, Quails Unlimited, Forrest Keeling Nursery, Missouri Department of Conservation, Hannibal Career and Technical Center, National Association of Active and Retired Federal Employees, Show-me Missouri Back Country Horsemen, National Wild Turkey Federation, Duck Unlimited, Mark Twain Lake Sailing Assoc., Monroe R-1 FFA, Northeast Missouri Electric Power Cooperative, Missouri Society of Professional Engineers, Western Illinois University, Mark Twain Lake Visitor and Educational Resource Committee.

The FOREST Council has realized many successes in its brief history:

1. Developed NEMOESDA Pavilion in 2010 with the Corps of Engineers under the Handshake Partnership Program.
2. Received National Wild Turkey Federation Grant for development of interpretive signs, and for warm season grass management activities in NEMOESDA, 2011.
3. Collaborated with the Corps of Engineers in 2011 to acquire funding for restroom facilities supporting the NEMOESDA Area and the Joanna Multi-Use Trail system under the Missouri Department of Natural Resources Recreation Trails Program.
4. Developed the Outdoor Adventure Campground, an equine friendly camping facility located at the trailhead of Joanna Trail under the Handshake Partnership Program, 2012.

The NEMOESDA Area is a community shared success, and success must evolve to perpetuate. Demographic use and demand has provided the genesis for the proposed development of full service, multi-seasonal hotel resort complex on the shorelines of Mark Twain Lake. Based on available infrastructure, transportation continuity, and visitation distribution, Frank Russell Recreation Area is the ideal location for this type of development.

Currently, the area features an equine camping facility, was recognized in 2010 as a Top 25 Horse Friendly Park, Top 25 Water Recreation Park, and Top 25 Park with Scenic Views by Reserve America, and shares a common boundary with the NEMOESDA Area. The proposed resort development will increase public exposure, and introduce or re-connect a diverse demographic to the benefits of their natural surroundings. The NEMOESDA Area, featuring the Frank Russell Pond, will possess the unique characteristic of a public accessible natural landscape amid a private recreational resort development. The proposed barrier-free project will result in a desirable asset complementing potential resort facilities, and maintain our commitment to providing accessible, aesthetic, and engaging outdoor opportunities.

Engagement of FOREST Council membership has yielded numerous opportunities that were not being addressed by the current facilities located in NEMOESDA and Frank Russell Recreation Area. Provision of a truly barrier-free experience at Frank Russell Pond not only fulfills our mandated requirements to the public, it accommodates a visitor identified deficiency, provides value added service, and strengthens our commitment to the community.

Objective: The Frank Russell Barrier-Free Access and Fishing Facility will permit the continued development of a multiple purpose facility serving numerous mission areas:

1. Provide barrier-free access to a valued recreational asset for individuals with mobility limitations.

2. Promote an environment to educate and introduce a component of the community not actively engaged with outdoor opportunities due to perceived constraints.
3. To enhance and perpetuate the recreational and aesthetic qualities of this popular facility.
4. Support the mission of NEMOESDA by accommodating group environmental education experiences, promote contributions of volunteer service, and foster environmental and recreational stewardship partnership initiatives.
5. Support youth-oriented special events currently hosted in the area, such as National Kids Fishing Days, National Public Lands Days, and Earth Day.

(1) Sustainability: The anticipated operative life span for the Frank Russell Pond Barrier Free Facilities is a minimum 30 years due to the durable nature and longevity of the components. Periodic maintenance will be accomplished through the FOREST Council's efforts and volunteer contribution. This project sustains the Corps' stewardship and recreational mission, supports the national initiative of "No Child Left Inside", and promotes a collaborative environment that will stimulate further partnership opportunities.

(2) Partnership Value: The estimated project cost is \$45,000.00. The FOREST Council has pledged support in the form of in-kind service estimated to be valued at \$13,500.00, and material contributions valued at \$1,500.00. In-kind services include: installation of aquatic landscape feature, site grading and turf establishment, amenity installation, and placement of shoreline armament.

(3) Environmental Stewardship Value: The Frank Russell Pond represents an achievement of collaboration, and a valued community resource. Protecting the integrity shoreline, the water quality, and the fisheries is of paramount concern to the stewardship of this facility. The Barrier-Free Access Project incorporates a shoreline protection component. Wind and wave forces have impacted shoreline areas on the interior face of the impoundment, creating the potential for diminished water quality and visitor safety issues. The placement of gabion stone armament in this zone of interface will alleviate future erosion issues, contribute to maintaining favorable water quality, and provide a stable and safe recreation environment.

(4) Communication and Education Value: The Frank Russell Pond Barrier Free Access and Fishing Facility will augment the area's purpose of providing a venue for the collaboration of multiple responsible stewardship and recreational disciplines, and provide a natural and complementary educational asset. The paved surfaces will serve as a conduit for visitors to directly interact with their natural surroundings without the perceived barriers of flora and fauna. The inviting appeal of this facility will further encourage people to re-engage nature, and provide the Corps of Engineers and partnering entities a natural and comfortable setting to communicate relevant educational concepts.

(5) Recreational Benefit: The Frank Russell Pond Barrier-Free Access and Fishing Facilities will directly support the recreational mission of the Corps of Engineers, by serving a diversity of user groups that seek quality outdoor experiences. The sidewalk will accommodate all modes of pedestrian conveyance with no impediments. The fishing pads will provide quality, barrier-free, and safe angling opportunities at multiple pond locations. Collaborative stewardship activities will promote enhanced opportunities in proximity to the access pads to encourage angling success. This responsible recreation management demonstrated by this project, and the continued application of the NEMOESDA initiative, demonstrates the Corps of Engineers and the FOREST Councils commitment to providing our community quality outdoor experiences.

(6) Innovativeness: The concept of federal and state land management agencies, wildlife benefit organizations, civic organizations, educational organizations, and private industry collaborating under a common purpose is innovative and merits much excitement. This project will be one facility, but will serve many recreational, educational and environmental purposes. It will be the keystone of future initiatives, and contribute to the advancement of future collaborative endeavors.

**The Corps will:**

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

- Utilizing Handshake funds, the Corps will procure materials and labor services to develop 325' of sidewalk (\$15,500.00)
- Utilizing Handshake funds, the Corps will procure the materials and labor services to develop two, 8' x 10' fishing pads (\$3,000.00)
- Utilizing Handshake funds, the Corps will procure two sun shelters units (\$6,500.00)
- Coordination of activities, in-house labor, site design, management of resources (\$5000.00)

**The Partner(s) will:**

Partnering members of the FOREST Council will provide the following materials and services to successfully complete the Frank Russell Pond Barrier-Free Access and Fishing Facility:

- Provide the necessary labor and equipment to construct two pre-engineered sun shelter assemblies. (\$3,000.00)
- Provide landscape materials and labor to plant 10 balled and bur lapped trees (\$1,500.00)
- Provide the necessary labor to perform site grading and turf establishment (\$1,500.00)
- Provide the necessary labor and resources to install flag stone in the aquatic landscape feature (\$4,000.00)
- Provide the necessary labor and resources to install gabion stone armament on perimeter of pond (\$4,000.00)
- Provide the necessary labor to assist with site design and coordination of volunteer labor (\$1,000.00)

## Challenge Partnership Financial Work Sheet

Corps Project Name: Mark Twain Lake

Work Project Title: Frank Russell Pond Barrier-Free Access And Fishing Facility

POC Name: Allen Mehrer

Address: 20642 Highway J City: Monroe City State: MO Zip Code: 63456

Telephone: 573 - 735 - 4097 x

Location on Project: Nemoesda/ Frank Russell Recreation Area

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Partner Organization 1: FOREST Council - NEMO River Valley Chapter, Show Me Missouri Back Country Horsemen

POC Name: Mary Church

Address: 5132 County Road 277 City: Palmyra State: MO Zip Code: 63461

Telephone: 573 - 769 - 4050 x

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Partner Organization 2: FOREST Council - Forrest Keeling Nursery

POC Name: Mary Gibler

Address: 88 Forrest Keeling Lane City: Elsberry State: MO Zip Code: 63343

Telephone: 800 - 356 - 2401 x

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Partner Organization 3: FOREST Council - Whitetails Unlimited

POC Name: Todd Shoemate

Address: 321 East Cleveland City: Monroe City State: MO Zip Code: 63456

Telephone: 573 - 795 - 5654 x

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Partner Organization 4: Boy Scouts, Monroe City Troop 132

POC Name: Ed Born

Address: 43030 Chestnut Lane City: Monroe City State: MO Zip Code: 63456

Telephone: 573 - 735 - 1047 x

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Partner Organization 5: FOREST Council - National Wild Turkey Federation

POC Name: Roger Wilson

Address: 30022 MCR 410 City: Paris State: MO Zip Code: 65275

Telephone: 660 - 327 - 5344 x

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Partner Organization 6: FOREST Council

POC Name: Von Pilkington

Address: 18585 Oakland Road City: Monroe City State: MO Zip Code: 63456

Telephone: - - x

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Partner Organization 7:

POC Name:

Address:

City:

State:

Zip Code:

Telephone:        -        -        x

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Partner Organization 8:

POC Name:

Address:

City:

State:

Zip Code:

Telephone:        -        -        x

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Partner Organization 9:

POC Name:

Address:

City:

State:

Zip Code:

Telephone:        -        -        x

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Proposed start date of work: May-13

Simple description of work to be accomplished through the partnership: Install 325' of sidewalk, 2 - 8' x 10' fishing access pads, and two pre-engineered sunshelters.

Double click on spreadsheet to access data entry fields:

	<b>Local Corps Office</b>	<b>Handshake Funds</b>	<b>Partner 1</b>	<b>Partner 2</b>	<b>Partner 3</b>	<b>Partner 4</b>
Salaries	\$5,000	N/A	\$0	\$0	\$0	\$0
Travel	\$0	N/A	\$0	\$0	\$0	\$0
Materials and Supplies	\$0	\$6,500	\$0	\$1,500	\$0	\$0
Equipment Use	\$0	\$0	\$0	\$0	\$0	\$0
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	\$0	\$0	\$0	\$0
In-Kind Services	N/A	N/A	\$3,000	\$0	\$1,500	\$4,000
Other (explain below)	\$0	\$18,500	\$0	\$0	\$0	\$0
<b>Total</b>	<b>\$5,000</b>	<b>\$25,000</b>	<b>\$3,000</b>	<b>\$1,500</b>	<b>\$1,500</b>	<b>\$4,000</b>
<b>Share of Total Cost</b>	11.1%	55.6%	6.7%	3.3%	3.3%	8.9%

	<b>Partner 5</b>	<b>Partner 6</b>	<b>Partner 7</b>	<b>Partner 8</b>	<b>Partner 9</b>	<b>Total</b>
Salaries	\$0	\$0	\$0	\$0	\$0	\$5,000
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Materials and Supplies	\$0	\$0	\$0	\$0	\$0	\$8,000
Equipment Use	\$0	\$0	\$0	\$0	\$0	\$0
Funds Contributed	\$0	\$0	\$0	\$0	\$0	\$0
Personal Property	\$0	\$0	\$0	\$0	\$0	\$0
Volunteer	\$0	\$0	\$0	\$0	\$0	\$0
In-Kind Services	\$4,000	\$1,000	\$0	\$0	\$0	\$13,500
Other (explain below)	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total</b>	<b>\$4,000</b>	<b>\$1,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$45,000</b>
<b>Share of Total Cost</b>	8.9%	2.2%	0.0%	0.0%	0.0%	100%

Explanations: Mark Twain Lake will utilize an existing IDIQ Facility Maintenance Contract to construct sidewalks and fishing pads.



Shoreline Armorment

Fishing Pads

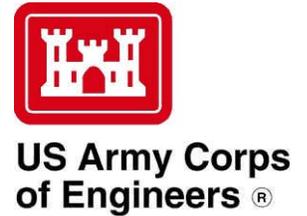
Aquatic Landscape Feature

325' Sidewalk



Mark Twain Lake  
Frank Russell Pond/NEMOESDA Area

Hand Shake Partnership Sidewalk and Shoreline  
Armorment Project



# FRIENDS OF RECREATION AND ENVIRONMENTAL STEWARDSHIP AT MARK TWAIN LAKE

Mark Twain Lake  
Visitors and Educational  
Resource Center

## MEMORANDUM OF UNDERSTANDING



WESTERN  
ILLINOIS  
UNIVERSITY



MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE ST. LOUIS DISTRICT  
U.S. ARMY CORPS OF ENGINEERS  
AND

*Friends of Recreation and Environmental Stewardship Council of Mark Twain Lake (FOREST)*

Whitetails Unlimited  
Missouri Department of Conservation  
USDA Natural Resource Conservation Service  
National Active and Retired Federal Employee Association  
National Wild Turkey Federation  
Show-Me Missouri Back Country Horsemen  
Quails Forever  
Forrest Keeling Nursery  
Hannibal Career and Technical Center  
Ducks Unlimited  
Mark Twain Lake Visitors and Educational Resource Center Committee  
Mark Twain Lake Sailing Association  
Monroe City R-1 Future Farmers of America  
Northeast Missouri Electric Power Cooperative  
Missouri Society of Professional Engineers  
The Board of Trustees of Western Illinois University

This Memorandum of Understanding (MOU) is made and entered into by and between the above listed agencies and organizations, hereinafter referred to as the Friends of Recreation and Environmental Stewardship Council (Council), and the U.S. Army Corps of Engineers, St. Louis District, Clarence Cannon Dam and Mark Twain Lake, hereinafter referred to as the Corps.

**I. PURPOSE:**

The purpose of this Memorandum of Understanding (MOU) is to establish a general framework of cooperation between the U.S. Army Corps of Engineers, St. Louis District, Clarence Cannon Dam and Mark Twain Lake (Corps), and the Friends of Recreation and Environmental Stewardship Council at Mark Twain Lake (Council) regarding the development of the Northeast Missouri Environmental Stewardship Demonstration Area. The Northeast Missouri Environmental Stewardship Demonstration Area is a regional cooperative project that provides a consolidated venue for multiple stewardship and recreational disciplines. Through collaborative efforts and partnerships, the area serves as an avenue for public and private entities to demonstrate innovative and effective stewardship technologies, share knowledge, provide educational experiences to a regional audience, and promote quality outdoor experiences. Furthermore, this MOU encourages members of the Council to seek additional collaborative opportunities to further the mission of the cooperating entities on the public lands of Mark Twain Lake which promote responsible stewardship. This MOU defines the general terms under which the Corps and the Council will cooperate.

## II. STATEMENT OF MUTUAL BENEFITS AND INTERESTS:

The mission of the **U.S. Army Corps of Engineers** is to provide vital public engineering services in peace and war to strengthen our Nation's security, support the economy, and reduce the risks from disasters. The Corps develops comprehensive, sustainable and integrated water resource solutions through collaboration with regions, States, local entities, and other Federal Agencies. The Corps is committed to implementing environmentally sustainable solutions in all activities as appropriate including watershed level considerations and efforts.

**Whitetails Unlimited** is a national non-profit conservation organization dedicated to the betterment of the white-tailed deer and its environment. Its purpose is to support educational programs, habitat conservation, and the preservation of the hunting tradition for the direct benefit of the white-tailed deer and other wildlife.

The mission of the **Missouri Department of Conservation** is to protect and manage the fish, forest, and wildlife resources of the state; to serve the public and facilitate their participation in resource management activities; and to provide opportunity for all citizens to use, enjoy, and learn about fish, forest, and wildlife resources.

The mission of the **Natural Resource Conservation Service** is to provide technical guidance, leadership and resources in an effort help people reduce soil erosion, enhance water supplies, improve water quality, increase wildlife habitat, and reduce damages caused by floods and other natural disasters. Public benefits include enhanced natural resources that help sustain agricultural productivity and environmental quality while supporting continued economic development, recreation, and scenic beauty.

**National Active and Retired Federal Employee Association** is an advocate for both active and retired federal employees before Congress and the White House. Its mission is to safeguard and enhance federal employee health benefits, retirement benefits, and pay issues for active federal employees and annuitants.

The **National Wild Turkey Federation** is a national nonprofit conservation and hunting organization that, along with its volunteers, partners and sponsors, has worked for the conservation of the wild turkey and preservation of our hunting heritage.

**Quail Forever** is a non-profit conservation organization dedicated to the wise use and management of America's wild quail, doves, upland game birds and other forms of wildlife.

**Show-Me Missouri Back Country Horsemen** is a 501(c)4 not-for-profit volunteer organization has the following purposes: work to insure that public lands remain open to equestrian use; expand the common sense use and enjoyment of horses in Missouri's public and private lands; educate, encourage and solicit active participation in the care and use of equestrian resources by trail riders with the general public commensurate with our heritage; and assist the various federal, state and private agencies in their maintenance and management of land resources.

The mission of **Forrest Keeling Nursery** is to provide customers with consistent, high quality plant materials, top-notch service and technical assistance to insure products will continue to perform beyond expectations.

The mission of the **Hannibal Career and Technical Center** is to provide opportunities for adults, post secondary, secondary, disadvantaged, and handicapped students to develop occupational competence through manipulative and/or performance skills necessary to gain employment at an entry level or to up-grade existing skills.

The mission of **Ducks Unlimited** is to conserve, restore, and manage wetlands and associated for North America's waterfowl.

The mission of the **Mark Twain Lake Visitors and Educational Resource Center Committee** is to support the mission of the U.S. Army Corps of Engineers at Mark Twain Lake as it serves the nation.

The mission of the **National FFA Organization (Future Farmers of America)** is to make a positive difference in the lives of students by developing their potential for premier leadership, personal growth and career success through agricultural education.

The purpose of the **Mark Twain Lake Sailing Association** is to promote seamanship, education, and boating safety to boaters of all types.

The **Northeast Missouri Electric Power Cooperative** is a transmission cooperative comprised of eight member-distribution cooperatives serving Northeast Missouri and Southeast Iowa.

The **Missouri Society of Professional Engineers** is an individual member association that protects the public health, safety and welfare by promoting and defending the engineering profession.

The missions of the **Western Illinois University Department of Recreation, Park and Tourism Administration** are to provide dynamic, highly effective learning opportunities for personal and career development; encourage and facilitate scholarly and creative activity; enhance the quality of life throughout the State and beyond; and serve the leisure services profession, including those organizations involved in program and service delivery.

### **III. COOPERATING AGENCIES AND ORGANIZATIONS SUPPORT:**

The Northeast Missouri Environmental Stewardship Demonstration Area will foster responsible and innovative land stewardship practices through cooperation and education. In consideration of the stated premises, the cooperating partners agree to collaborate in the following:

- a. Develop a regional, public accessible resource to demonstrate effective land stewardship activities.

- b. Demonstrate new stewardship technologies and techniques, and the effectiveness of application.
- c. Promote public education of land stewardship activities through the demonstration of habitat design, vegetative composition, wildlife management, soil conservation, and sustainable forest management.
- d. Provide an environment conducive to the cooperation of public and private entities that share the same values of responsible land stewardship.
- e. Provide quality outdoor recreational opportunities that are engaging with limited barriers.
- f. Seek collaborative opportunities to further the mission of the cooperating entities on the public lands of Mark Twain Lake which promote responsible stewardship.

**IV. IT IS MUTALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE SAID PARTIES THAT:**

It is mutually understood and agreed by the parties that:

- A. This MOU is neither a fiscal nor a funds obligation document. Nothing in this MOU shall obligate the Corps or members of the Council to expend funds or to enter into any future contract, supplemental agreement or obligation. Any endeavor involving reimbursement or contribution of funds between or among the parties to the MOU will be handled in accordance with applicable laws, regulations and procedures including those for Government procurement and printing. Such endeavors, if any, will be outlined in separate agreements that shall be made in writing by representatives of the parties and authorized by appropriate statutory authority.
- B. This MOU in no way restricts members of the Council or the Corps from participating in similar activities or arrangements with other public or private agencies, organizations or individuals.
- C. This MOU will be in effect from the date of the last signature and shall remain in effect until terminated by giving thirty (30) days notice to the other parties in writing, except for cause. This MOU may be amended as agreed to by the parties hereto, in writing. Nothing shall be construed as obligating the parties to expend in any contract or other obligation for future payment of money in excess of funds authorized by law and administratively made available.
- D. Employees of the agencies or organizations represented in the Council and the Corps shall participate in efforts under this MOU solely as representatives of, respectively, the cooperating entities of the Council or the Corps.

- E. It is the intent of all parties to fulfill obligations under this MOU. However, cooperating parties cannot commit funds in excess of appropriated funds authorized by law or appropriation.
- F. Employees of the Corps shall remain its employees while carrying out their duties under this MOU, and the employees, volunteer, or members of the respective organizations represented in the Council shall remain the employees, volunteer, or members of each respective organization while carrying out their duties under this MOU.
- G. Injuries or accidents sustained by Corps employees during the execution of activities associated with the MOU will remain the responsibility of the Corps. Injuries or accidents sustained by the employees of the respective governmental agencies serving as members of the Council during the execution of activities associated with the MOU will remain the responsibility of the respective governmental agencies. Members of the Council performing volunteer services in association with this MOU are afforded certain protections from liability in accordance with the Volunteer Protection Act of 1997.
- H. The Corps may terminate this MOU in whole or in part if conditions warrant such action. Individual members of the Council may terminate their affiliation with the MOU in whole or part if conditions warrant such action. Members of the Council or the Corps, as the case may be, shall promptly notify the other parties in writing of the determination and reasons for the termination, together with the effective date.
- I. This MOU may be temporarily suspended by either the respective members of the Council or the Corps if one party determines that corrective action by another party needs to meet the provisions of this MOU. Further, either the Corps or the members of the Council may suspend this MOU when it is evident that a termination is pending.
- J. By signing this MOU, members of the Council and the Corps state that the program or activities provided for under this MOU will be conducted in compliance with all applicable Federal civil rights laws, rules, regulations and policies.
- K. This MOU may be revised as necessary, by mutual consent of all parties, by the execution of a written amendment signed and dated by an authorized representative of each party.
- L. Specific projects or activities to be conducted under this MOU, and the methods of their implementation will be defined on a case-by-case basis by the Corps and the respective members of the Council after the parties consider the merit of the proposed activity, existing commitments, projected schedules, available funding and personnel resources.

## **V. POINTS OF CONTACT**

### **Whitetails Unlimited**

Daniel J. Vogt, Field Director  
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tshoemate@loqw.com

Bob Kendrick  
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(573) 735-4561

David Cheek  
209 Belle Avenue  
Monroe City, Missouri 63456  
(573) 735-3535

### **Missouri Department of Conservation**

Jamie Ebbesmeyer, Private Lands  
Missouri Department of Conservation  
18771 Highway 15  
Paris, Missouri 65275  
(573) 822-1768  
James.ebbesmeyer@mdc.mo.gov

Ross Dames, Fisheries  
Missouri Department of Conservation  
653 Clinic Road  
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(573) 248-2530  
Ross.dames@mdc.mo.gov

Kristen Goodrich, Forestry  
Missouri Department of Conservation  
653 Clinic Road  
Hannibal, Missouri 63401  
(573) 248-2530  
Kristen.goodrich@mdc.mo.gov

**United States Department of Agriculture, Natural Resource Conservation Service**

Karen D Brinkman  
USDA, NRCS  
6465 Highway 168, Suite C  
Palmyra, Missouri 63461  
(573) 769-3512  
Karen.brinkman@mo.usda.gov

**National Active and Retired Federal Employee Association**

Richard Daggett, 9<sup>th</sup> District Officer  
523 E. Cleveland Street  
Monroe City, Missouri 63456  
(573) 735-4713  
rdaggett@warpdiveonline.com

James Stephens, Chapter President  
57910 Dow Trail  
Hannibal, Missouri 63401  
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hunters@dstream.net

**National Wild Turkey Federation**

Union Covered Bridge Gobblers  
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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:

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) 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