Cooperative Agreement Between the
U.S. Army Corps of Engineers and the
Ozarks Rivers Heritage Foundation

This Cooperative Agreement is for the mutual benefit of both parties and is between the United States Army Corps of Engineers, Little Rock District (hereinafter referred to as the "Corps") and the Ozarks Rivers Heritage Foundation (hereinafter referred to as the "Foundation"), acting through the Chairman of the Board of Directors or the Board's designee.

WITNESSETH THAT:

WHEREAS, The Corps operates various lake and river systems, **Visitor Centers and Public Use Areas** in Arkansas and Southern Missouri, to promote public recreation and natural resources management and to educate the public on the Corps missions;

WHEREAS, The Corps achieves its operational goals for natural resources management through a wide range of activities, programs and events;

WHEREAS, The Corps operates its programs 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 audio visual materials, photographs, models, interactive displays, lectures, artifacts and other materials which illustrate the Corps, its mission and activities in and around Arkansas and Missouri as well as the archaeological, natural and cultural history of the area;

WHEREAS, The Corps and the Foundation mutually recognize there are significant national public benefits to a visitor center and public use areas which uses interpretive techniques and supports the Corps goals for education, perpetuation of national pride, preservation of national heritage, safety and enjoyment of the people of the United States;

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

WHEREAS, the Foundation 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 recreation and natural resource management programs and activities, and to promote and advocate the work of the U.S. Army Corps of Engineers including, but not limited to, such projects that reduce flood damage, improve navigation channels and harbors, protect wetlands, and preserve, safeguard and enhance the environment;

WHEREAS, the Foundation has as its purpose the interpretation for the public's benefit and education of the archeological, natural, cultural, and historical environment, and the Foundation intends to assist the Corps in its operations and interpretive activities through

the use of its volunteers, contractors, concessions, programs, exhibits, displays, and materials at Visitor Centers and Public Use Areas;

WHEREAS, the Foundation has the authority to assist the Corps in its operations, services and presentations to the public of the natural, cultural, historical and project related features through programs, concessions, exhibits and materials;

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 recreation facilities and visitor centers at water resource development projects by local interests and may enter into leases with non-profit organizations for park and recreational purposes;

WHEREAS, the Corps has the authority, pursuant to the Federal Water Recreation Act, Public Law 89-72; the National Historic Preservation Act, as amended, Public Law 89-665; The National Environmental Policy Act, Public Law 89-190; and the Archaeological Resource Protection Act, as amended, Public Law 96-95, to provide Natural Resources Management programs, activities and interpretive functions;

WHEREAS, the Corps wishes to accept and the Foundation wishes to provide the hereinafter described operation and maintenance, interpretive, concession and educational services to the visiting public;

NOW, THEREFORE, the parties agree as follows:

1. The Corps authorizes the Foundation to provide, and the Foundation agrees to provide, the hereinafter described operation and maintenance, interpretive, concession and educational services, personal property, volunteers, management, research and scientific services; to the visiting public.

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 Foundation for any, and all proposals, programs, special events, fundraising activities, suggestions and other activities that the Foundation might wish to engage in.

B. Use of Government Facilities

(1.) Should the Foundation, as part of its cooperative activities, require the use of Corps facilities at Visitor Centers or other Public Use Areas, the Corps agrees, that in recognition of the services the Foundation is contributing to the public, provide at no cost to the Foundation such facilities, visitor assistance, maintenance, repair to roads and parking areas when incidental to the normal operation of Public Use Areas and Visitor

Centers by the Corps. The Corps will also maintain the grounds at the Visitor Center and areas where fees cannot be charged.

(2.) Should the Foundation require facilities, utilities and services over and above what the government would normally require for operation of these facilities/areas, or area used by the Foundation, the Foundation will reimburse the Corps at an agreed upon, but nominal cost in recognition of the services that the Foundation is contributing to the public. Examples include, but are not limited to, after hour activities, special events, etc.

(3.) A separate Real Estate Outgrant and/or instrument may be granted to the Foundation for the use of government owned real property. The instrument will not merge with the Cooperative Agreement.

C. Operations and Maintenance.

The Corps will jointly and cooperatively manage Visitor Centers and Public Use Areas with the Foundation. The Corps will, within appropriated funding levels each year, provide:

(1) Ranger and Law Enforcement Patrols, as necessary.

(2) Maintenance

(3) Paving of roads and parking areas.

(4) Facility maintenance, and mowing services at Visitor Centers.

(5) Provide the Quality Assurance inspection for all construction and maintenance related activities, including those provided by the Foundation.

3. FOUNDATION RESPONSIBILITIES:

A. Corporate Requirements.

(1.) The Foundation's Articles of Incorporation and By-Laws shall comply with the requirements of the state(s) in which the Association is incorporated. Non-profit, 501(c)(3) status must be applied for, acquired and maintained in accordance with state and Federal laws. The Foundation will make available for inspection, at the request of the Corps, documents demonstrating non-profit status and provide the most recent annual IRS returns (IRS Forms 990 and 990EZ).

(2.) The Foundation agrees that all its activities shall be conducted in accordance with all applicable laws and regulations, both state and Federal; furthermore,

this agreement shall automatically terminate after 30-days, if non-profit, 501(c)(3) status is not acquired and/or maintained.

(3.) The Foundation shall have liability insurance which indemnifies, saves, holds harmless, and defends the United States against all fines, claims, damages, losses, judgments and expenses arising out of, or from any omission, or activity of the Foundation in connection with activities under this Cooperative Agreement for the operation of Public Use Areas and Visitor Centers.

B. Interpretive Activities.

(1.) The Foundation may offer advocacy, educational, and interpretive services which support the mission of the Corps. This includes assisting, planning, designing, implementing and conducting interpretive and educational programs, activities and exhibits.

(2.) The Foundation may provide scientific, research, maintenance and/or other services which support the mission of the Corps and its natural resource management program. This includes assisting, planning, designing, implementing and conducting scientific and/or maintenance programs, activities and exhibits.

(3.) The Foundation will cooperate with the Corps in the following activities:

a. Produce and make available to visitors by sale or free distribution, suitable interpretive and educational literature and aids to increase the visitors understanding and appreciation of the natural history, cultural, historical, and man-made features of the project area and the Corps of Engineers.

b. Acquire specimens and/or objects pertaining to the history, cultures, environment, or recreational activities of the project area for the purpose of adding them to the exhibitry or programs at Visitor Centers and assist in preservation programs as appropriate.

c. Assist in the development and improvement of public use areas, interpretive devices, and educational materials including campsites, restroom facilities, utilities, signs, exhibits, materials, and audio-visual aids.

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

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

f. Conduct tours of Dams and Hydropower Plants as part of interpretive services.

(4.) The Foundation will exercise reasonable care to prevent damage to any Government property used, or occupied during its operation and shall, insofar as possible, protect all such personal property. The Foundation will be responsible, prior to any action by the Corps, to seek restoration and/or restitution for damage by third parties.

Documentation of transfers of personal property (such as hand receipts) should be kept for accountability.

C. Sales.

(1.) As part of this Agreement, the Foundation may operate a sales area and concessions services on a continuous or intermittent basis. All areas used by the Foundation must be approved by the Corps.

(2.) The Foundation is hereby authorized to sell and/or distribute interpretive and educational items such as publications, maps, audiovisual aids, crafts, and other objects directly related to the interpretive and educational themes of the project, visitor center, public use areas (or other facility), region and Corps. The Corps may request the Foundation to sell specific items of interpretive value or items that would enhance the visitor's recreational experience.

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

(4.) The Foundation will sell only items that are appropriate and of high quality. The Foundation will not sell any item that has not been approved by the District Commander or his authorized representative. The Foundation will sell items at their fair market value and prices of said items will be submitted and approved in writing, in advance by the District Commander or his authorized representative.

(5.) The Foundation will not sell any original artifacts, sacred items, or antiquities to which the Archaeological Resource Protection Act, as amended, would apply, whether or not such items were discovered on lands owned or controlled by the United States.

(6.) The Foundation may charge fees for campsites, boat launches, swim beaches, area use, visitor interpretative services or special events (auditorium usage, classroom, meeting rooms, power house tours, etc.). The Corps will have the right to review such rates and prices and require an increase or reduction when it is determined that the objective of this paragraph has not been met.

(7.) The Foundation will display the sales items in good taste and in keeping with the general design and decor of the facility which houses the sales area.

(8.) Foundation sales are restricted to a location(s) approved by the Corps, which will be kept clean and presentable at all times.

D. Security and Safety.

The Foundation will adhere to the requirements outlined in SWLR 1130-2-54, Facility Tour Procedures, dated June 28, 2007 and/or any future policy updates regarding tours of Dams and Power Houses.

E. Fiscal Management.

(1.) The Foundation will conduct its fiscal operations in accordance with accepted business practices. This includes the appropriate use of a funds accountability system, purchase orders, receipts, invoices, and inventory records. Camping fees and/or area use fees will be accounted for through the NRRS system.

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

(3.) The Corps may review the fiscal records of the Foundation at any time during the term of this Agreement.

4. JOINT RESPONSIBILITIES:

A. Donation of Interpretive Services or Materials.

(1.) The Foundation 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 Foundation.

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

(3.) The Foundation will cooperate with the Corps on, but is not limited to, the following activities:

a. Operations and maintenance of picnic areas.
b. Operations and maintenance of restrooms/showerhouses.
c. Operations and maintenance of other buildings and facilities.
d. Operations and maintenance of campsites including upgrades
e. All grounds maintenance
f. All tree maintenance and tree removal.
g. Operations and maintenance of sewage treatment systems
h. Pesticide control
i. Herbicide control
j. Utility line replacement
k. Operation and maintenance of trails
l. Boat Ramps and courtesy docks

m. Payment of utilities
n. Maintenance and replacement of playground equipment
o. Correction of any safety issues

(4.) The Foundation may administer and pay for all cost associated with the project's park attendant or park cleaning program to include participation in the NRRS program.

(5.) The Foundation may pay for all cost associated with mowing of the Public Use Areas.

(6.) Donations of new Property/Plant/Equipment or Addition and Betterments to existing Corps property that equals or exceed $25,000 shall include supporting financial documentation of the donated item and be provided to the Corps upon donation of the property.

B. Personnel.

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

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

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

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

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

5. ASSIGNMENT:

No transfer or assignment of this Agreement or any part thereof or interest therein, directly or indirectly, voluntary or involuntary, shall be made by the Foundation unless approved in writing by the Corps.

6. MODIFICATION AND AMENDMENTS:

Modifications and amendments to this agreement in the form of Supplemental Agreements may be made from time to time upon the mutual written consent of the District Commander for the Corps and the Board of Directors of the Foundation.

7. DURATION:

This agreement shall be effective for five years commencing on the day following the ratification of this agreement by the Corps. This agreement will automatically renew for another five year period on October 1 of the last year, unless notice of cancellation is given by either party before the date of renewal. The Corps reserves the right to terminate the agreement, or any part thereof, at any time upon written notice. Prior to giving such notice, the Corps will meet with the Foundation to set forth the reasons for such termination.

8. MISCELLANEOUS:

A. The rights and benefits conferred by this agreement shall be subject to the laws of the United States governing the Corps of Engineers and to the rules and regulations promulgated thereunder whether now in force or hereafter enacted or provided; and the mention of specific restrictions, conditions, and stipulations herein shall not be construed as in any way impairing the general powers of supervision, regulation and control by the Corps.

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

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

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

27 day of May ,2011.

OZARKS RIVERS HERITAGE FOUNDATION

By _____
Chairperson, Board of Directors

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

27 day of May , 2011.

UNITED STATES ARMY CORPS OF ENGINEERS

By _____
District Commander