

**Memorandum of Agreement  
between  
U.S. Army Corps of Engineers,  
U.S. Fish and Wildlife Service  
and  
Interpretive Center and Museum, Inc.**

**Article I - Purpose:**

This Memorandum of Agreement, hereafter referred to as the **MOA**, is between the U.S. Army Corps of Engineers, hereafter referred to as the **Corps**, the U.S. Fish and Wildlife Service, xxxxxx National Wildlife Refuge, hereafter referred to as the **Service**, and Interpretive Center and Museum Incorporated, hereafter referred to as the **Corporation**; and is made and entered into as a joint venture of multi-partners, hereafter referred to as the **Partners**, for establishing and operating the Anywhere Interpretive Center, hereafter referred to as the **Center**, at Anywhere Lake and Dam, Anywhere, Montana.

The purpose of this MOA is to establish the specific roles of each Partner, to clarify staffing and expenditure requirements, and to set forth the Partners' responsibilities in providing goods and services associated with the Center.

The Partners agree to work cooperatively to achieve the following goals and objectives: to provide environmental education to foster voluntary stewardship of natural, cultural, and created resources; to jointly plan and implement mutually beneficial educational / outreach programs and activities consistent with each Partners' missions and goals; to explore opportunities that enhance the operations and maintenance (O&M) of educational facilities (e.g. visitor centers); to enhance services associated with educational facilities that better serve the public; and to improve public safety using interactive and interpretive techniques.

**Article II - Authorities:**

This MOA is entered into under the authority of the Corps' Interpretive Services and Outreach Program (ISOP) and complies with the requirements of the U.S. Army Corps of Engineers, (ISOP) ER & EP 1130-2-550; and under the authority of the Economy in Government Act (31 U.S.C. 1535, P.L. 97-258).

This MOA is entered into under the further authorities of the U.S. Fish and Wildlife Act of 1956, as amended (16 U.S.C. 742a-74k), Fish and Wildlife Coordination Act of 1934, as amended (16 U.S. C. 661-666) and the Refuge Recreation Act (16 U.S.C paragraph 460 k, et seq.)

The Corporation, as a tax-exempt entity (under Title 26, Section 501-(c) (3), has the authority to support interpretive and education programming enhancement, and pursue grant monies, exhibit donations and funding through private and corporate avenues.

### **Article III - Scope:**

The Center is located within the boundaries of both the Anywhere Lake Project and the xxxxxx National Wildlife Refuge. This interagency center will represent the Corps and the Service.

The Corps' ISOP and its visitor centers serve as a means to educate and inform the public. The messages these services and facilities provide are essential in meeting the management needs of the project, community and Corps.

The Service's educational/interpretive programs and facilities representing the wildlife refuge's managed areas and facilities, serve to educate the public, about the National Wildlife Refuge system and management of programs and the agency.

The Corporation serves as an advisory board and provides dinosaur information and education through the Field Station of Paleontology, Museum of the Rockies, Smithsonian Institution affiliation, and other higher learning institutions.

Through this agreement the Corps, Service and Corporation agree to work together in support of the Center and areas surrounding Anywhere Dam and Lake Project to enhance our educational and interpretive initiatives.

The Corps will provide the full-time permanent position of Visitor Center Director (Director) who will be responsible for the Center's management and operation.

The Service will provide a full-time permanent Supervisory Outdoor Recreation Planner (Recreation Planner) in the Center that will oversee the refuge's education and interpretive programming responsibilities, including day-to-day staffing of the center, through coordination with the Director.

The Corporation, operating the Field Station of Paleontology, (and through the board of directors in support of the Center) shall continue to provide support through grant funding and corporate or private donations for exhibit and educational enhancement opportunities.

During construction of the Center (2002 - 2003), the points of contacts (POC's) will be as follows: Director for the Corps, Refuge Manager for the Service, and the President of the Corporation or a designated board of director.

During the exhibit design, build and installation process with contractors, the Director will be the authorized representative of the Center, unless otherwise designated.

Other partners must direct all information for the Center's exhibits, including research, development or review of design and build phases and processes, to the Director.

Each partner will appoint or provide one principal representative to serve as its primary POC on matters relating to this MOA, following the completion of the building in 2003.

Primary POC's are the Director for the Corps, the Recreation Planner for the Service and the President or appointed board of director for the Corporation.

Project coordinators may include the Corps' operations managers, park manager and ISOP park rangers or natural resources specialists. The Service may include the refuge manager, assistant refuge manager, east unit manager, interpretive and recreation specialists. The Corporation may include the Board of Directors, committee chairs and/or interpretive team members.

The Field Station of Paleontology building will act as storage area; exhibit preparation and construction space, etc. for the support of the Center. This is in addition to the Corporation's current operation of the field station of paleontology, research lab, and fossil cleaning station, casting area and administration office and gift shop.

#### **Article IV- Responsibilities of the Partners :**

The Corps, the Service and the Corporation mutually agree that:

- A. Once the Center is completed, the primary POC for the Center will be the Director.

This position will be the facility leader and make final decisions concerning programming, scheduling, contractor coordination for O&M of the facility. All Partner and agency information and matters regarding or relevant to the Center must be made available to the Director.

- B. Project coordinators for the Partners will work together to plan strategies and implement activities that further the purpose of this MOA.
- C. POC's for the Partners will meet periodically with project coordinators to discuss and evaluate the activities conducted under the MOA and explore enhancements to the program.
- D. Partners will continue to share interpretive and educational training opportunities.
- E. Partners will cooperate in the development of educational programs, publications, and special events that meet common management goals.
- F. Partners will explore opportunities to enhance the O&M of visitor center facilities and exhibits that promote all partners.
- G. Partners will cooperate to provide and continually improve interpretive and educational products and services associated with visitor facilities to better serve the public.
- H. Partners will pursue challenge cost share agreements, grants and other funding opportunities and agreements, for the purpose of promoting initiatives that serve to educate the public more efficiently and effectively.

- I. The Corps and Service will combine summer/seasonal staffing to meet the program and scheduled daily duties and to meet the needs of a seven-day operation that accommodates the public during the highest visitation from March 1 to October 31 (recreation season).

Yearly program evaluation could result in a need for operation amendment.

- J. An annual work plan will be produced and signed by all partners.
- K. Activities under this agreement will be dependent upon funding and personnel availability.

#### **Article V - Specific Roles and Responsibilities of the Partners :**

##### **A. The Corps:**

A.1. The Corps will provide all O&M, which include, utilities, security, cleaning, landscaping, mowing, Corps facility furnishings and Corps proposed staff for the Center. The Corps' annual staffing budget is for one full-time permanent Director, four temporary summer stay-in-school employees (interpretive park rangers), and one seasonal visitor center assistant.

A.2. The Corps will operate and manage the facility with summer temporary or seasonal staff, contractors, volunteers, and interns, with support from the Service and their staff during the seasonal seven-day operation of the Center.

A.3. The Corps will provide monies (approximately \$700,000.00) that were appropriated to the Corps in 2002 for exhibit funding through their budget process for interpretive exhibit planning and design, and exhibit fabrication and installation.

A.4. The Corps will fund and produce their agency brochures, publications, interpretive and directional signing, and other facility furnishings, including office furniture, computers, fax, copy machine and other technical equipment, support and service, needed for professional operation of the Center and in support of the Corps staff.

##### **B. The Service:**

B.1. The Service will provide up to \$700,000.00 of funding through their budget process in 2003 for fabrication and installation of the initial exhibits. They will also provide funding to pave the road and parking areas associated with the Center.

B.2. The Service will provide funding through their budget process for a full-time permanent Recreation Planner. The Service will also fund at least two summer temporary interpretive employees or rangers, as well as volunteers and interns, in support of the Center's seasonal seven-day operation and programming.

B.3. The Service will be responsible for their own agency representations, inventory, uniforms, funding and production and printing for all agency specific brochures, publications, exhibits, office computers and office support equipment including their office furniture and employee specific equipment needs. This includes their own technical professional support for their staff and services, e.g., cameras, computers, printers, paper, office products, etc.

**C. The Corporation:**

C.1. The Corporation is responsible for the funding and installation of the T-Rex dinosaur exhibit in the great hall and will install the dinosaur exhibit before the Center's grand opening in the spring of 2004.

C.2. The Corporation will provide support through continued pursuance of grant monies, corporate funding and corporate and private donations to enhance the Center's interpretive program and exhibits.

C.2. The Corporation may provide volunteers for special events, community projects, and scheduled and coordinated programming, in support of customer services.

C.3 The Corporation will assist with support for interpretive and educational opportunities for the Center with quality customer products and services.

C.4. The Corporation will continue to work in an advisory role with the agency partners of the Center.

C.5. The Corporation will be granted the authority, if it so desires, to operate and manage a concession gift store, located outside of the Center, but in the general area and location of the Center, with final approval of concession plans and location by the Center's partners.

C.6 The Corporation will be granted special use permits, during the off-season for special events, which will include a portable (moveable cart or unit) store. Each event and special use permit must be approved by the partners and coordinated and scheduled through the Center's Director.

**Article VI-Special Provisions:**

A. The Director shall schedule all temporary summer staff, (Corps and Service's) from the Center's pool of temporary and seasonal employees (seasonal visitor center assistant will be a Corps employee or contractor and work Monday through Friday) for daily coverage of all Center duties and daily interpretive program responsibilities.

The Recreation Planner will direct and oversee the temporary employees when the Director is on days off, on leave or unavailable.

This schedule will be in effect and managed by the Director fourteen days prior to Memorial Day (for training, evaluation, administrative paperwork, etc. for seasonal and temporary interpretive staff) through Labor Day weekend of each year. The Recreation Planner will oversee the schedule and programs, during the Director's days off etc.

- B. The temporary interpretive staff will work weekends, (Saturday and Sunday) holidays, and some evenings, from Memorial Day Weekend through Labor Day weekend.

The temporary interpretive staff's days off will be two consecutive weekdays. Temporary staff's days off will be staggered to accommodate seven-day operation.

- C. The Corps Director and the Recreation Planner will coordinate work schedules to provide adequate coverage for Center operation and management, programming requirements and adequate supervision of Center staff.

The Corps' Director and the Recreation Planner will rotate weekends, for supervision coverage of temporary and seasonal staff.

- D. Center volunteers shall complete an orientation and training program. Specific agency regulations and requirements will be addressed by each agency POC for their specific area or responsibilities. Each agency will have their own separate volunteer program with specific requirements, as authorized under that agency's regulations.
- E. Volunteers must attend the Center's program specific training sessions that they are interested in volunteering time and service to.
- F. Volunteers will be required to sign an agreement with an attached job description.
- G. Partners will meet annually, to review and develop specific goals and objectives for the Center and develop annual work plan.
- H. This MOA does not affect any final transfer of funds, property, or services on behalf of the Partners.

Any discussion of such transfers by the individual Partners is for planning purposes only, and actual transfers will be accomplished in accordance with applicable laws, regulations and procedures.

#### **Article VII - Amendment, Modification or Termination:**

This MOA may be revised or appended, as necessary, by mutual consent of all partners, by the issuance of written amendment signed and dated by all partners.

In the event that a partner elects to terminate this agreement, written advance notice of 90 days must be given. Prior to giving such notice, all parties will meet to discuss the reasons for termination.

Partners may be contacted as follows:

U.S. Army Corps of Engineers  
Anywhere Lake Interpretive Center  
PO Box AAA  
Anywhere, Montana 59223  
(xxx) xxx-xxxx  
Fax: (xxx) xxx-xxxx  
xxxx.x.xxxxx@usace.army.mil

U.S. Fish and Wildlife Service  
xxxxxxx Wildlife Refuge  
PO Box BBB  
Anywhere, Montana 59223  
(xxx) xxx-xxxx  
Fax: (xxx) xxx-xxxx Email:  
Email: xxxxx\_xxxxxxx@fws.gov

IC&M Inc.  
PO Box CCC  
Anywhere, Montana 59223  
(xxx) xxx-xxxx  
Fax: Same  
xxxxxx@xxxx.net

**Article VIII - Effective Date:**

IN WITNESS THEREOF, the partners hereto have executed this Memorandum of Agreement, which shall become effective as of the last date written below signature.

\_\_\_\_\_  
xxxx x. xxxxxxxxxx  
Colonel, U.S. Army  
District Engineer  
Omaha, Nebraska

\_\_\_\_\_  
xxxx x.xxxxxxxxxxxxxx  
U.S. Fish and Wildlife  
Regional Director  
Denver, Colorado

DATE \_\_\_\_\_

DATE \_\_\_\_\_

\_\_\_\_\_  
xxxx xxxxx  
President, Board of Directors  
Interpretive Center and Museum, Inc.  
Anywhere, Montana

DATE \_\_\_\_\_