

**COOPERATIVE AGREEMENT BETWEEN
THE
U.S. ARMY CORPS OF ENGINEERS
AND
THE NATIONAL LOON CENTER FOUNDATION**

This Cooperative Agreement is for the mutual benefit of both parties and is between the United States Army Corps of Engineers, Saint Paul District (hereinafter referred to as the “Corps”) and the National Loon Center Foundation (hereinafter referred to as the “Foundation”), acting through the President, Mr. James A. Anderson.

WITNESSETH:

WHEREAS, the Corps operates the Pine River Dam and the Cross Lake Recreation Area Crosslake, MN for flood control and public recreation purposes and the understanding of the Corps mission at Crosslake, Minnesota; 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 may rely 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 the Cross Lake Recreation Area as well as the archaeological, natural and cultural history of the area; and,

WHEREAS, the Corps and the Foundation mutually recognize there are significant national public benefits to the Cross Lake Recreation Area which uses interpretive techniques and supports the Corps goals for education, environment, recreation, perpetuation of national pride, preservation of national 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 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 natural resource management programs and activities; and,

WHEREAS, the Foundation has as its purpose the goal of protecting and improving the natural environment and enhancing the recreation experience, to include shoreline protection, boat mooring facilities and developing interpretive programs and exhibits for the public’s benefit and education of the archeological, natural, cultural, and historical environment; and,

WHEREAS, the Foundation has the authority to assist the Corps in its presentation to the public the natural, cultural, historical and recreational project related features of the Cross Lake Recreation Area through the use of research, education, exhibits and materials;

WHEREAS, the Corps has authority, pursuant to Section 4 of the 1944 Flood Control Act, 16 460d, to permit the maintenance and operation of recreation facilities 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 interpretive, recreational and educational services to the visiting public at the Cross Lake Recreation Area, Crosslake, MN.

NOW, THEREFORE, the parties agree as follows:

1. The Corps authorizes the Foundation to provide, and the Foundation agrees to provide, the hereinafter described interpretive and educational 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 to the Foundation in a timely manner of all proposals and engineering evaluations for any and all proposals, programs, special events, 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 the Crosslake Recreation Area 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, utilities, janitorial services, and routine and general maintenance when incidental to the normal operation of the facility by the Corps.

2. Should the Foundation, as part of its cooperative activities, require the use of Corps facilities, utilities and services over and above what the government would normally require for operation of the facility, 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.

3. A separate real estate instrument will be required for the use of government owned real property. The instrument will not merge with the Agreement.

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 Foundation is incorporated. Non-profit 501(c)(3) status

must be 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.

2. This agreement will automatically terminate if non-profit 501(c)(3) status is not maintained.

3. Shall abide by all terms and conditions of the Programmatic Agreement between the U.S. Army Corps of Engineers, St. Paul District and The Minnesota State Historic Preservation Office regarding the Issuance of a Lease to allow for the construction of a National Loon Center at the Crosslake Recreation Area Crow Wing County, MN dated 25 April, 2019.

B. Interpretive Activities.

1. Subject to the terms and conditions of a separate lease agreement with the Corps, the Foundation may offer habitat protection, outdoor education and recreation facilities including the interpretive trails, educational signage, public docks and boardwalks and shoreline protection and enhancements as generally outlined in Activity 1 of the NLCF Energy and Natural Resources Trust Fund (ENRTF) 2019 Proposal (ENRTF ID 252-G) and the Land Use Application submitted to the Corps on 07 August 2018, as amended.

2. The Foundation may offer educational and interpretive services which support the missions of the Corps and/or the Cross Lake Recreation Area. This includes assisting, planning, designing, implementing and conducting interpretive and educational programs, activities and exhibits.

3. The Foundation may offer scientific, research, maintenance and/or other services which support the mission of the Corps and their natural resource management mission. This includes assisting, planning, designing, implementing and conducting scientific and/or maintenance programs, activities and exhibits.

4. The Foundation will cooperate with the Corps in the following activities as necessary:

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 (or other Corps site) and the Corps of Engineers.

b. Acquire specimens and/or objects, through appropriate means, including permits if necessary, pertaining to the history, cultures, environment, or recreational activities of the project area for the purpose of adding them to the exhibits or programs at the Cross Lake Recreation Area and assist in preservation programs as appropriate.

c. Assist in the development and improvement of interpretive devices, and educational materials including signs, exhibits, materials, and audio-visual aids.

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

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

C. Fiscal Management.

1. The Foundation will conduct its fiscal operations in accordance with accepted business practices and Generally Accepted Accounting Principals (GAAP). This includes the appropriate use of a funds accountability system, purchase orders, receipts, invoices, and inventory records.

2. The Foundation Shall annually submit by April 1, a complete financial report to the Corps which includes a written summary of Foundation activities for the fiscal year. The report shall be signed by a Certified Public Accountant (CPA).

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.

B. Personnel.

1. The Foundation and the Corps shall each designate, in writing, a Foundation member and a Corps person 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.

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 in regard to interpretive services. All orientation will be conducted prior to assumption of duties.

5. Foundation employees, or volunteers shall not wear the Corps uniform, or items of clothing that resemble the uniform. Employees and volunteers of the Foundation, when performing duties that bring them into contact with the campers, day use visitors or the public, shall 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 President for 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 29th day of June, 2020.

National Loon Center Foundation

by James A Anderson
J. A. Anderson
President, National Loon Center Foundation

IN WITNESS WHEREOF, the Corps has caused this agreement to be executed
this 1st day of July, 2020

United States Army Corps of Engineers

by Karl D. Jansen
Digitally signed by
JANSEN.KARL.DAVID.115364061
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Date: 2020.07.01 08:20:39 -05'00'
Karl D. Jansen
Colonel, United States Army
District Engineer
St. Paul District
U.S. Army Corps of Engineers