

COOPERATIVE AGREEMENT
Between the
INDIANA DEPARTMENT OF NATURAL RESOURCES
DIVISION OF STATE PARKS AND RESERVOIRS
And the
REDBIRD FOUNDATION, INC.

This Cooperative Agreement between Redbird SRA through Shakamak State Park (hereafter referred to as the "Property") through the Indiana Department of Natural Resources, Division of State Parks and Reservoirs, (hereafter referred to as "State") and the Redbird Foundation, Inc., (hereafter referred to as "Friends") is for the purpose of providing a basis for agreement, cooperation, and assistance between these organizations in support of the activities and programs of the Property.

Both the State and the Friends believe that Indiana state parks and reservoirs provide valuable opportunities for families and individuals to enjoy the outdoors, develop and practice healthy recreational habits and discover, appreciate and learn to care for our natural and cultural resources. The State also strives for careful management of those natural and cultural resources and the Friends support and encourage that effort. The Friends are organized to assist the Property with projects and funding that the State may not always be able to provide. Because the State and the Friends share a mutual understanding of these opportunities and desire to work together toward common goals, the State and the Friends recognize that it is mutually advantageous to enter into this agreement.

1. Duties

A.) Duties of the State: Guidance and Authority

The Director of the Indiana Department of Natural Resources retains authority for final approval of all projects and programs developed and provided by the Friends on behalf of the Property, but designates the Property Manager as the liaison responsible for general coordination of all projects and programs. (Attachment A.)

The Director of the Indiana Department of Natural Resources or his/her designated representative will designate a non-voting State employee to represent the State on the Friends administrative board in all matters and dealings with the Friends. All questions regarding funding, activities and agreements relating to the Friends will be channeled through this representative to facilitate good communications. The Friends will designate a member of the Friends Administration who will serve in a similar capacity as a liaison for the Friends. This person will act as the Friends' representative in all activities and matters of mutual interest relating to the programs and projects of the Friends pertaining to the Property.

i. Programs

The State shall make available to the Friends the use of designated property names, facilities and professional services of the State staff and other State resources for interpretive and other programs undertaken by the Friends insofar as they are consistent with established State missions, policies, and procedures, as determined and approved by the Property Manager. The State may, at any time, revoke such use without penalty or liability by providing notice to Friends.

ii. Fund-Raising

The State encourages the Friends to conduct fund-raising projects that are consistent with the State missions and policies and are approved by the Property Manager. The proceeds from these projects will be used to support programs and activities at the Property in accordance with existing State policies and missions.

iii. Volunteer Activities and Worker's Compensation

The State will provide, when necessary, supervision and training for and coordination of Friends *who serve* as volunteers at public activities sponsored by the Property or cosponsored by the Property and the Friends. These Friends who serve as authorized volunteers working under the guidance of the State will be provided the same Worker's Compensation coverage during these public activities on the property as is provided for Indiana Department of Natural Resources staff and other DNR volunteers.

A volunteer is defined as an individual working without pay to complete a specific project or program as requested and authorized by the property manager or his/her designee. These may include, but are not limited to, Nature Center care/cleaning/host, presenting programs, trail work, maintenance projects, and other similar activities. Individuals wishing to serve as volunteers must complete a Volunteer Application and are supervised and evaluated in a manner similar to paid employees. All volunteers must sign a service agreement that explains their coverage by Worker's Compensation when acting as an authorized volunteer at Redbird SRA. (See Attachment B)

A Friend is defined as a member of an organized non-profit group working without pay on a project or program planned and sponsored by the Friends Group and authorized by the Director of the Indiana Department of Natural Resources or his/her designated representative. Friends do not complete applications and do not receive direct supervision and evaluation by a paid DNR staff member.

Members of the Friends may, either intermittently or regularly, serve as volunteers. Volunteers, however, are not necessarily members of the Friends. For a Friend to serve as a volunteer, he/she must complete a Volunteer Application and a service agreement.

iv. Sales, Merchandising, and Promotions

The State shall cooperate with the Friends in the planning and design of items appropriate for sale by the Friends (hereafter referred to as "merchandise") as approved by the Property Manager. The State will promote the Friends in appropriate publications and announcements as approved by the Property Manager.

B.) Duties of the Friends:

i. Purpose

The Friends have been formed for the purpose of assisting the Property in activities that contribute to efforts directed toward providing a safe and sustainable site for off-road vehicle use at the Property, while conserving and managing the natural, cultural, and historical resources of that Property.

ii. Organizational Structure

The Friends shall provide as an attachment 'C' copies of Articles of Incorporation, Bylaws and non-profit status to account for legal requirements that document the Friends' non-profit status. Non-profit status must be obtained within one (1) year after initial execution of this agreement and maintained in accordance with all applicable Federal and State laws.

The Friends shall also provide a register of administrative officers, representatives, agents, or members (hereafter referred to as "the Administration").

iii. Activities and Prior Approval

All Friends' activities undertaken in conjunction with the Property, including but not limited to associated courses or seminars and fees, admission fees or any fund-raising efforts, shall comply with appropriate State guidelines and shall be approved in advance by the Property Manager.

For individual events or activities, the Friends shall submit an outline of event or activity objectives and related administrative and/or operational resources used for the event or activity. The outline should be submitted for approval by the Property Manager thirty (30) days prior to the scheduled event or activity.

All publications and all publicity for individual events or activities conducted by the Friends to benefit the Property shall be submitted for review and approval by the Property Manager.

Net proceeds generated at the Property shall be used to support sanctioned Friends and Property programs and activities and will be spent in a manner approved by the Friends' Administration and the Property Manager.

For each activity conducted by the Friends, Friends shall be responsible for collecting and tracking money and maintaining records in accordance with standard accounting practices.

iv. Sales Items

All merchandise sold by the Friends in conjunction with the Property shall be subject to the following criteria:

(1) The Friends shall not sell any item, which has not been approved by the Property Manager. Whenever possible and appropriate, the Friends shall sell Indiana-made products. The Friends shall allow publications to be reviewed by the State Property Manager for editorial and design quality.

(2) The Friends are not by this agreement granted the right to sell items, which would infringe on applicable agreement rights of a concessionaire, if any.

(3) The Friends shall maintain a high standard of quality in all items produced or sold.

(4) The Friends shall sell items at fair market value and at such prices that are reasonable within the local community.

(5) The Friends shall display the merchandise in good taste and in keeping with the general design and decor of the Property. If there is a concern, the Property Manager shall discuss the concerns with the Friends to resolve the matter.

v. Donations:

All gifts and donations to the Friends on behalf of the State and/or the Property are to be approved by the Friends' Administration based on guidelines and procedures outlined by the Director of the Indiana Department of Natural Resources through Property Manager.

The Administration of the Friends reserves the right to refuse donations should they not meet the goals of the Friends or comply with the guidelines outlined by the Director of the Indiana Department of Natural Resources or his/her designated representative.

Donations from the Friends to the Property and the State may be proposed by either the Property Manager or by the Friends and must be approved by the Friends' Administration and the Property Manager.

Donations from the Friends with approval of both the Property Manager and the Friends' Administration may be made to qualified, non-profit educational institutions for the purpose of assisting in the conservation, study, presentation and interpretation of the various cultural and natural resources of the State.

Restricted donations to the Friends for the State may only be disbursed for the purpose specified by the donor following the approval of the Property Manager.

vi. Disposition of Funds and Merchandise:

Any Funds, including interest, generated by the Friends specifically for the Property either through donations or fund-raising efforts, less outstanding obligations incurred through these activities, will revert to the State for use only at the Property if this agreement is terminated. The State may deposit the funds into existing Property accounts or deposit it into an account under the Indiana Natural Resources Foundation designated for the Property.

Any merchandise purchased by the Friends for the specific benefit of the Property will revert to the Property upon termination of this agreement. If the merchandise fails to sell at the Property, then the State will distribute the remaining merchandise and maintain funding in accordance with existing State missions, policies, and procedures.

Funds generated through membership dues and general donations to the Friends shall remain in the treasury of the Friends upon termination of this agreement except upon dissolution of the Friends or the Friends' agreement with the Property, in which event the remaining funds, less outstanding obligations, shall be distributed to the Property, based on current account balances.

2. Consideration. The consideration for this agreement is the mutual benefit to the parties.

3. Term. This Agreement shall commence on April 1, 2010, or date of last signature and shall terminate on June 30, 2012.

4. Access to Records. The Friends and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Agreement. They shall make such materials available at their respective offices at all reasonable times during this Agreement term, and for three (3) years from the date of **termination of** this Agreement, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

5. Assignment; Successors. The Friends binds its successors and assignees to all the terms and conditions of this Agreement. The Friends shall not assign or subcontract the whole or any part of this Agreement without the State's prior written consent. The Friends may assign its right to receive payments to such third parties as the Friends may desire without the prior written consent of the State, provided that Friends gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Agreement and shall not be made to more than one party.

6. Audits.

(a.) Reports. Friends shall maintain a system of accounting that correctly and accurately reflect the fees and donations received and monies disbursed by the Friends in connection with activities and services rendered by the State.

(b.) The State or their representatives may from time to time conduct an audit of the books and business of the Friend so that the accuracy of the above records can be confirmed. All information obtained in connection with inspection of records or audits shall be treated as confidential unless otherwise stated by law.

7. Authority to Bind. (deleted)

8. Changes in Work. (deleted)

9. Compliance with Laws.

A. The Friends shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by the State and the Friends to determine whether the provisions of this Agreement require formal modification.

B. The Friends and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Friends is not familiar with these ethical requirements, the Friends should refer any questions to the State Ethics Commission, or visit the State Ethics Commission website at <<<<http://www.in.gov/ethics/>>>>. If the Friends or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Agreement immediately upon notice to the Friends. In addition, the Friends may be subject to penalties under Indiana Code § 4-2-6-12.

C. The Friends warrants that the Friends and its subcontractors, if any, shall obtain and maintain all required permits, licenses, and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of further work with the State.

D. As required by IC 5-22-3-7:

(1) the Friends and any principals of the Friends certify that (A) the Friends, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation Of Consumers], (ii) IC 24-5-12 [Telephone Solicitations] , or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal

law; and (B) the Friends will not violate the terms of IC 24-4.7 for the duration of the Agreement, even if IC 24-4.7 is preempted by federal law.

(2) The Friends and any principals of the Friends certify that an affiliate or principal of the Friends and any agent acting on behalf of the Friends or on behalf of an affiliate or principal of the Friends: (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Agreement, even if IC 24-4.7 is preempted by federal law.

10. Condition of Payment. (deleted)

11. Confidentiality of State Information. The Friends understands and agrees that data, materials, and information disclosed to Friends may contain confidential and protected data. The Friends covenants that data, material, and information gathered, based upon, or disclosed to the Friends for the purpose of this Agreement, will not be disclosed to or discussed with third parties without the prior written consent of the State.

12. Continuity of Services (deleted)

13. Debarment and Suspension. (deleted)

14. Default by State. (deleted)

15. Disputes

A. Should any disputes arise with respect to this Agreement, the Friends and the Property agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The Friends agree that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Agreement that are not affected by the dispute. As to any dispute, the following procedure shall apply:

The parties agree to resolve such matters through submission of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Friends and the State within ten (10) working days after presentation of such dispute for action. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration for a determination, or otherwise the dispute may be submitted to an Indiana court of competent jurisdiction.

16. Drug-Free Workplace Certification. (per Executive Order 90-5)

The Friends hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Friends will give written notice to the State within ten (10) days after receiving actual notice that the Friends or an employee of the Friends has been convicted of a criminal drug violation occurring in the Friends's workplace.

False certification or violation of this certification may result in sanctions including, but not limited to, suspension of agreement payments, termination of this Agreement and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total agreement amount set forth in this Agreement is in excess of \$25,000.00, Friends hereby further agrees that this agreement is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all agreements and grants from the State in excess of \$25,000.00. No award of a agreement shall be made, and no agreement, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Friends and made a part of the agreement or agreement as part of the agreement documents.

The Friends certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Friends' workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform it's employees of (1) the dangers of drug abuse in the workplace; (2) the Friends' policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Friends of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;

- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

17. Employment Option. (deleted)

18. Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

19. Funding Cancellation. When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, this Agreement shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

20. Governing Laws. This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

21. Indemnification. The Friends agrees to indemnify, defend, and hold harmless the State, its agents, officers, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Friends and/or its subcontractors, if any, in the performance of this Agreement.

22. Independent Contractors. Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death)

to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

The Friends shall be responsible for providing all necessary unemployment and workers' compensation insurance for the Friends' employees.

23. Information Technology Accessibility. (deleted)

24. Insurance

The Friends shall secure and keep in force during the term of this Agreement, the following insurance coverages, covering the Friends for any and all claims of any nature which may in any manner arise out of or result from this Agreement:

1. The Friends shall purchase public liability insurance to be effective during the term of this agreement to provide adequate protection of the State's interest. Friends will provide insurance coverage in the following minimum amounts: \$500,000 for bodily and personal injury for one person in one occurrence; \$300,000 for property damage; and \$1,000,000 aggregate for injury or death to all persons or property in the occurrence.
2. The State shall be included as an additional insured on the Friends' insurance policies.
3. As proof of such insurance, the Friends shall furnish a certificate of insurance and all endorsements to the undersigned State agency prior to the commencement of this Agreement.

25. Key Person(s) (deleted)

26. Licensing Standards. (deleted)

27. Modification. This Agreement constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Agreement will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all necessary parties.

28. Minority and Women Business Enterprise Compliance. (deleted)

29. Nondiscrimination.

Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, the Friends and its subcontractors shall not discriminate against any employee or applicant for employment in the performance of this Agreement. The Friends shall not discriminate with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this

Agreement. The Friends's execution of this Agreement also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

30. Notice to Parties

Whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

Director
Division of State Parks and Reservoirs
402 W. Washington Street, W298
Indianapolis, Indiana 46204

B. Notices to the Property shall sent to:

Property Manager
Shakamak State Park
6265 W. State Road 48
Jasonville, Indiana 47438-8801

C. Notices to the Friends shall be sent to:

D. Keith Carter, Treasurer
Redbird Foundation, Inc.
P.O. Box 297
Vincennes, IN 47591

31. Order of Precedence

Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (1) This Agreement, (2) attachments prepared by the State, (3) and attachments prepared by the Friends.

32. Ownership of Documents and Materials. All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the Friends prior to execution of this Agreement, but specifically developed under this Agreement shall be considered "work for hire" and the Friends transfers any ownership claim to the State and all such materials will be the property of the State. Use of these materials, other than related to agreement performance by the Friends, without the prior written consent of the State, is prohibited. During the performance of this Agreement, the Friends shall be responsible for any loss of or damage to these materials developed for or supplied by the State and used to develop or assist in the services provided herein while the materials are in the possession of the Friends. Any loss or damage thereto shall be restored at the Friends' expense. Full, immediate, and unrestricted access to the work product of the Friends during the term of this Agreement shall be available to the State.

33. Payments. (deleted)

34. Penalties/Interest/Attorney's Fees. (deleted)

35. Progress Reports. (deleted)

36. Renewal Option. This Agreement may be renewed under the same terms and conditions subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC 5-22-17-4. The term of the renewed agreement may not be longer than the term of the original agreement.

37. Security and Privacy of Health Information. (deleted)

38. Severability. The invalidity of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Agreement.

39. Substantial Performance. (deleted)

40. Taxes. The State is exempt from state, federal, and local taxes. The State will not be responsible for any taxes levied on the Friends as a result of this Agreement.

41. Termination for Convenience.

(a.) This Agreement may be terminated by either party, in whole or in part before the end of the term upon sixty (60) days prior written notice to the other party.

(b.) The agreement will terminate automatically upon dissolution of the Friends' organization or following any violation, by either party, of the terms of the agreement. The Friends shall provide immediate written notification to the State if such dissolution occurs. Respectively, the State will immediately notify the Friends of termination based on Friends' breach of the agreement. Upon dissolution, funds and merchandise shall be distributed as provided herein pursuant to paragraph *vi. Disposition of Funds and Merchandise.*

(c.) Upon termination of this agreement, by whatever cause or reason, the Friends shall immediately stop using State names, addresses and phone numbers, or any other means of association or identification that may link the Friends to the State or any of the State's properties.

42. Termination for Default

A. With the provision of **sixty (60)** days notice to the Friends, the State may terminate this Agreement in whole or in part if the Friends fails to:

1. Correct or cure any breach of this Agreement;
2. Perform any of the other provisions of this Agreement.

B. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Agreement.

43. Travel. (deleted)

44. Waiver of Rights. No right conferred on either party under this Agreement shall be deemed waived, and no breach of this Agreement excused, unless such waiver is in writing and signed by the party claimed to have waived such right.

45. Work Standards. (deleted)

46. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified or changed the State's Boilerplate agreement clauses (as defined in the 2007 IDOA Professional Services Agreement Manual) in any way except for the following clauses which are identified by name below:

Changed 'Contractor' to 'Friends' throughout; changed 'contract' to 'agreement' throughout; modified: Access to Records, Audit, Indemnification, Insurance, Key Persons, Notice, Order of Precedence, Payments, Termination for Convenience, and Termination for Default.

[Remainder of page left blank intentionally]

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the Friends, or that he/she is the properly authorized representative, agent, member or officer of the Friends, that he/she has not, nor has any other member, employee, representative, agent or officer of the Friends, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face of this Agreement.

In Witness Whereof, Friends and the State have, through their duly authorized representatives, entered into this Agreement. The parties having read and understanding the foregoing terms of this Agreement do by their respective signatures dated below hereby agree to the terms thereof and to thereby be bound.

Friends:

By: _____

Printed Name: _____

Title: _____

Date: _____

Department of Natural Resources:

By: _____

For: Robert E. Carter, Jr., Director

Date: _____

State Budget Agency:

By: _____

For: Christopher A. Ruhl, Director

Date: _____

Attested:

By: _____

Printed Name: _____

Title: _____

Date: _____

Department of Administration:

By: _____

For: Mark W. Everson, Commissioner

Date: _____

**APPROVED as to Form & Legality
Office of the Attorney General**

By: n/a per 10 IAC 2-3-1

For: Gregory F. Zoeller, Attorney General

Date: _____

Mitchell E. Daniels, Jr., Governor
Robert E. Carter, Jr., Director

Division of State Parks and Reservoirs
402 W. Washington Street
Room W298
Indianapolis, IN 46204
Phone (317) 232-4124
Fax (317) 232-4132
www.in.gov/dnr/parklake

DNR

Indiana Department of Natural Resources

March 11, 2010

Division of State Parks and Reservoirs
402 W. Washington Room W298
Indianapolis, IN 46204

Dear State Parks and Reservoirs Director,

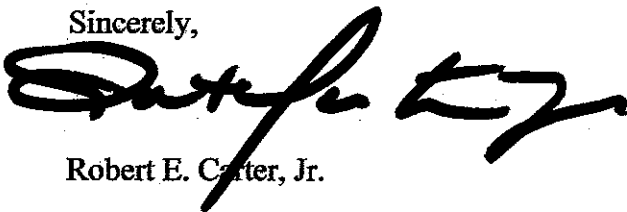
I appreciate the financial, volunteer, and event support that friends groups provide to Indiana State Parks and Reservoirs. It is encouraging to see the willingness of these individuals to offer their personal time and dollars to make our sites stronger.

To facilitate approval of projects and events, I designate the Property Manager at Shakamak State Park as the liaison responsible for general, day-to-day coordination of all cooperative projects and programs with the Redbird Foundation. The Property Manager and all cooperating property staff are expected to follow State law, property rules and the tenets of the signed cooperative agreement between the State and the Redbird Foundation.

I retain the authority as Director of the Indiana Department of Natural Resources for final approval as needed for all projects and programs developed and provided by the Friends on behalf of the Property.

Please share my thanks with your friends group for their continued cooperation and support.

Sincerely,



Robert E. Carter, Jr.

Cc: Property Manager
Redbird Foundation President

Indiana Department of Natural Resources
Division of State Parks & Reservoirs

Adult Individual Volunteer Service Agreement

This agreement is entered into between the Indiana Department of Natural Resources and _____ to govern volunteer services provided at

_____ Property

It is mutually agreed that the above named individual will assist and work with the Department of Natural Resources during a period of time beginning on or about

_____, _____
Month and Day Year

The above named individual agrees as follows: I am over 18 years of age. I am a volunteer for the State of Indiana and I am a temporary employee and not for compensation. I understand I will receive no payments or remuneration for my volunteer work and that I am exempt from the minimum wage and maximum hour working provisions of the Fair Labor Standard Acts. I further understand that if I am injured while working for the State of Indiana as a volunteer, Worker's Compensation will be the sole and exclusive remedy for any such injury.

In addition, I have read all volunteer policy-related materials and property information provided to me by the property volunteer coordinator, and I agree to abide by these policies established by the property, the Division of State Parks and Reservoirs and the Department of Natural Resources.

Signature: _____

Date: _____

Printed Name: _____

Address: _____

City, State, Zip _____

Home Phone: _____

Work Phone: _____

E-mail/Other: _____

ATTACHMENT 'C'
(15 pages)

RECEIVED 01/13/2009 12:09 PM

APPROVED AND FILED
TODD ROKITA
INDIANA SECRETARY OF STATE
1/13/2009 12:09 PM

ARTICLES OF INCORPORATION

Formed pursuant to the provisions of the Indiana Nonprofit Corporation Act of 1991.

ARTICLE I – NAME AND PRINCIPAL OFFICE

REDBIRD FOUNDATION INC.
505 N 6th Street P. O. Box 297, Vincennes, IN 47591

ARTICLE II – REGISTERED OFFICE AND AGENT

G. Keith Carter
505 N 6th Street, Vincennes, IN 47591

ARTICLE III – INCORPORATORS

G. Keith Carter
505 N 6th Street, Vincennes, IN 47591
Signature: G. Keith Carter
G. Keith Carter

ARTICLE IV – GENERAL INFORMATION

Effective Date: 1/13/2009

Type of Corporation: Public Benefit Corporation

Does the corporation have members?: No

The purposes/nature of business

To promote all facets of operation for the state OHV areas, including but not limited to the area known as Redbird State Riding Area.

Distribution of assets on dissolution or final liquidation

Upon dissolution, the assets of the Corporation shall be distributed to an entity described in Section 501 (C) (3) of the Internal Revenue Code.

**BYLAWS
OF
REDBIRD FOUNDATION, INC.**

ARTICLE I
General

Section 1. Name. The name of the Corporation is *Redbird Foundation, Inc.* (“Corporation”).

Section 2. Address. The post office address of the Corporation’s registered office is 505 N 6th St., PO Box 297, Vincennes, IN 47591. The registered agent in charge of the registered office is G. Keith Carter.

Section 3. Fiscal Year. The fiscal year of the Corporation shall begin on the first day of January and end on the last day of December next succeeding.

ARTICLE II
Purposes

Section 1. General Purpose Defined. The general purpose of this Corporation is a public benefit corporation that shall be organized and operated exclusively to conduct, support, encourage, and assist such religious, charitable, scientific, literary, education, and other programs and projects as are described both in Sections 170(c)(2)(B) and 501 (c)(3) of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws (the “Code”).

Section 2. Specific Purpose Defined. The specific initial purpose of this Corporation at the time of its formation is to promote all facets of operation for the state OHV areas, including but not limited to the area known as Redbird State Riding Area.

Section 3. Purpose Unfulfilled. If, by unanimous decision, the Board of Directors of the Corporation believes that the purpose of this Corporation, as stated above, can no longer be fulfilled, then the Board of Directors may take one of the following actions:

- A. Alter the purpose of the Corporation as necessary to obtain fulfillment; provided, however, that such new purpose must be one which is as closely aligned with the purpose of the Corporation, as stated above, if possible;
- B. Dissolve the Corporation and transfer and deliver all corporate funds to a Section 501 (c)(3) organization serving a purpose compatible with the purpose of the Corporation, as stated above; or
- C. Dissolve the Corporation and transfer and deliver all corporate funds to one or more organizations as described in Code Section 501 (c)(3) that are organized and operated for purposes closely aligned with or compatible with the purpose of the Corporation, as stated above.

ARTICLE III
Membership

The Corporation shall have no members.

ARTICLE IV
Board of Directors

Section 1. Directors. The affairs of the Corporation shall be managed, controlled, and conducted by, and under the supervision of, the Board of Directors, subject to the provisions of the Articles of Incorporation and these Bylaws. The Board of Directors shall have the number of members, but no less than five (5) but no more than twelve (12) as designated by resolution of the Board of Directors from time to time. When not so designated, the number of Directors shall be five (5).

New Directors shall be appointed by the existing Board of Directors prior to the expiration of their term and they shall continue serving until the expiration of their term and until their replacement has accepted the appointment and commences to serve. Directors may serve multiple terms.

Section 3. Regular Meetings. The Board of Directors may hold regular meetings, as fixed by these Bylaws or by resolution of the Board of Directors, for the purpose of transacting such a business as properly may come before the Corporation's Board of Directors. Such regular meetings of the Board of Directors may be held without notice of the date, time, place, or purpose of the meeting. Until changed by resolution of the Board of Directors, the annual meeting of the Board of Directors shall be at 7:00 p.m. on the third Saturday in January.

Section 4. Special Meetings. Notwithstanding the preceding Section 3 of this Article IV, the Board of Directors may hold special meetings for any lawful purpose upon not less than two (2) days notice, as described in Section 5 of the Article IV, upon call by the President of the Corporation. A special meeting shall be held at such date, time, and place within or without the State of Indiana as is specified in the call of the meeting.

Section 5. Notice of Special Meetings and Waiver. Oral or written notice of the date, time, and place of each special meeting of the Board of Directors shall be communicated, delivered, or mailed by the Secretary of the Corporation, or by the person or persons calling the meeting, to each member of the Board of Directors so that such notice is effective at least two (2) days before the date of the meeting. The notice shall generally describe the purpose of the special meeting. Oral notice shall be effective when communicated. Written notice shall be effective at the earliest of the following:

- 1) When received;
- 2) Two (2) days after the notice is mailed, as evidenced by the United State Postal Service postmark or private carrier receipt if mailed correctly addressed to the address listed in the most current records of the Corporation;
- 3) On the date shown on the return receipt, if sent by registered or certified United State mail, return receipt requested, and the receipt is signed by or on behalf of the addressee.

Notice may be waived in writing, signed by the director entitled to the notice, and filed with the minutes or the corporate records. Attendance at or participation in any meeting of the Corporation's Board of Directors shall constitute a waiver of notice of such meeting unless the director shall, at the beginning of the meeting or promptly upon the director's arrival, object to holding the meeting and does not vote for or assent to action taken at the meeting.

Section 6. Means of Communication. The Board of Directors may (a) permit a director or participate in a regular or special meeting, or (b) conduct a regular or special meeting, through the use of any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by such means shall be considered present in the person at the meeting.

Section 7. Action by Written Consent. Any action required or permitted to be taken at any meeting of the Board of Directors, or any committee thereof, may be taken without a meeting if a written consent describing such action is signed by each director or all committee members, as the case may be and such written consent is included in the minutes or filed with the corporate records reflecting the action taken. Action taken by written consent shall be effective when the last director or committee member signs the consent, unless the consent specifies a prior or subsequent effective date. A consent signed as described in this Section 7 shall have the effect of a meeting vote and may be described as such in any document.

Section 8. Vacancies. Any vacancy on the Board of Directors created by the removal of any Director shall be filled by a majority vote of the remaining Directors.

Section 9. Removal. A Director may be removed solely for cause by a two-thirds (2/3) or greater decision of the other Directors then in office. "Cause" shall include, but not be limited to, inability or refusal to perform duties as a Director on a regular and continuing basis and actions that are detrimental to the purposes of the Corporation.

ARTICLE V
Officers

Section 1. In General. The officers of this Corporation shall be a President, a Vice-President of Operations, a Vice-President of Public Relations, a Secretary, a Treasurer, and such other offices as the Board of Directors may otherwise elect. An officer may simultaneously hold more than one (1) office. Each officer shall be elected by the Board of Directors at a regular meeting and shall serve for one (1) year, or such other period as prescribed by the Directors at the time of such election, and until the officer's successor is elected and qualified. All officers shall be members of the Board of Directors. Any officer may be removed by majority vote of the Board of Directors at any time, with or without cause. Any vacancy occurring in any office shall be filled by the Board of Directors, and the person appointed to fill such vacancy shall serve until the expiration of the term vacated. Officers serve multiple consecutive terms.

Section 2. President. The President shall preside at all meetings of the Board of Directors of the Corporation and shall be responsible for the implementation of policies established by the Board of Directors. The President shall perform the duties incident to the

office of chief executive officer of the Corporation and such other duties as the Board of Directors may prescribe.

Section 3. Vice Presidents. The Vice-Presidents shall perform all duties incumbent upon the President during the absence or disability of the President, and perform such other duties as this code of By-Laws may require or the Board of Directors may prescribe.

Section 4. Secretary. The Secretary shall be the custodian of all papers, books, and records of the Corporation other than books of account and financial records. The Secretary shall prepare and enter them minute book the minutes of all meetings of the Board of Directors. The Secretary shall authenticate records of the Corporation as necessary. The Secretary shall perform the duties usual to such position and such other duties as the Board of Directors or President may prescribe.

Section 5. Treasurer. The Treasurer shall prepare and maintain correct and complete records of account showing accurately the financial condition of the Corporation. All notes, securities, and other assets coming into the possession of the Corporation shall be received, accounted for, and placed in safekeeping as the Treasurer may from time to time prescribe. The Treasurer shall furnish, whenever requested by the Board of Directors or the President, a statement of the financial condition of the Corporation and shall perform the duties usual to such position and such other duties as the Board of Directors or President may prescribe.

Section 6. Other Offices. Each other officer of the Corporation shall perform such duties as the Board of Directors or President may prescribe.

ARTICLE VI
Committees

The Board of Directors may establish such committees, including an Executive Committee, to accomplish the goals and perform the programs of the Corporation. Such committees shall have such responsibilities and powers at the Board of Directors shall specify. Members of such committees may, but need not, be members of the Board of Directors. A committee member appointed by the Board of Directors may be removed by a majority vote of the Board of Directors with or without cause.

ARTICLE VII
Indemnification

Section 1. Indemnification by the Corporation. To the extent not to inconsistent with applicable law, every person (and the heirs and personal representatives of such person) who is or was a director or officer of the Corporation shall be indemnified by the Corporation against all liability and reasonable expense that me be incurred by him or her in connection with or resulting from any claim, action, suit, or proceeding (a) if such person is wholly successful with respect thereof, or (b) if not wholly successful, then if such person is determined, as provided in Section 3 of this Article VII, to have acted in good faith, in what he or she reasonably believed to be the best interests of the Corporation (or, in any cast not involving the person's official capacity with the Corporation, in what he or she reasonably believed to be not opposed to the best interests of the Corporation) and, in addition, with respect to any criminal action or proceeding, is determined to have had reasonable cause to believe that the conduct was lawful (or no reasonable cause to believe that the conduct was unlawful). The termination of any claim, action, suit, or proceeding, by judgment, settlement (whether with or without court approval), or conviction or upon a plea of guilty or of nolo contendere, or its equivalent, shall not create a presumption that a person did not meet the standards of conduct set forth in this Article VII.

Section 2. Definitions.

(a) As used in the Article VII, the terms "claim, action, suit, or proceeding" shall

include any threatened, pending or completed claim, action, suit, or proceeding and all appeals thereof (whether brought by or in the right of the Corporation, any other corporation, or otherwise), civil, criminal, administrative, or investigative, whether formal or informal, in which a person (or his or her heirs or personal representatives) may become involved, as a party or otherwise:

- (i) By reason of being or having been a director or officer of the Corporation or of any corporation where they served as such at the request of the Corporation, or
- (ii) By reason of acting or having acted in any capacity in a corporation, partnership, joint venture, association, trust, or other organization or entity where they served as such at the request of the Corporation, or
- (iii) By reason of any action taken or not taken in any such capacity, whether or not they continue in such capacity at the time such liability or expense shall have been incurred.

(b) As used in this Article VII, the terms "liability" and "expense" shall include,

shall not be limited to, counsel fees and disbursements, and amounts of judgments, fines or penalties against, and amounts paid in settlement by or on behalf of, a person.

(c) As used in this Article VII, the term "wholly successful" shall mean (i)

Termination of any action, suit, or proceeding against the person in question without any finding of liability guilt against him or her, (ii) approval by a court, with knowledge of the indemnity, herein provided, of a settlement of any action, suit of proceeding, or (iii) the expiration of a reasonable period of time after the making of any claim or threat of any action, suit, or

proceeding without the institution of the same, without any payment or promise made to induce a settlement.

Section 3. Entitlement to Indemnification. Every person claiming indemnification hereunder (other than one who has been wholly successful with respect to any claim, action, suit, or proceeding) shall be entitled to indemnification (a) if special independent legal counsel, which may be regular counsel of the Corporation or other disinterested person or persons, in either case selected by the Board of Directors, whether or not a disinterested quorum exists (such counsel or person or persons being hereinafter called the "referee"), shall deliver to the Corporation a written finding that such person has met the standards of conduct set forth in the preceding Section 1 of this Article VII, and (b) if the Board of Directors, acting upon such written finding, so determines. The person claiming indemnification shall, if requested, appear before the referee and answer question which the referee deems relevant and shall be given ample opportunity to present to the referee evidence upon which he or she relies for indemnification. The Corporation shall, at the request of the referee, make available facts, opinions, or other evidence in any way relevant to the referee's findings that are within the possession or control of the Corporation.

Section 4. Relationship or Other Rights. The right of indemnification provided in this Article VII shall be in addition to any rights to which any person may otherwise be entitled.

Section 5. Extent of Indemnification. Irrespective of the provision of this Article VII, the Board of Directors may, at any time and from time, to time, approve indemnification of directors, officers or other persons to the fullest extent permitted by

applicable law, or, if not permitted, then to any extent not prohibited by such law, whether on account of past or future transactions.

Section 6. Purchase of Insurance. The Board of Directors is authorized and empowered to purchase insurance covering the Corporation's liabilities and obligations under this Article VII and insurance protecting the Corporation's directors or officers, or other persons.

ARTICLE VIII
Contracts, Checks, Loans,
Deposits and Gifts

Section 1. Contracts. The Board of Directors may authorize one (1) or more officers, agents, or employees of the Corporation to enter into any contract or execute any instrument on its behalf. Such authorization may be general or confined to specific instances. Unless so authorized by the Board of Directors, no officer, agent or employee shall have any power to bind the Corporation or to render it liable for any purpose or amount.

Section 2. Checks. All checks, drafts or other orders for payment of money by the Corporation shall be signed by such person or persons as the Board of Directors may from time to time designate by resolution. Such designation may be general or confined to specific instances.

Section 3. Loans. Unless authorized by the Board of Directors, no loan shall be made by a corporation or on behalf of the Corporation and no evidence of indebtedness shall be issued in its name. Such authorization may be general or confined to specific instances.

Section 4. Deposits. All funds of the Corporations shall be deposited to its credit in such bank, banks, or other depositories as the Board of Directors may designate. Such designation may be general or confined to specific instances.

Section 5. Gifts. The Board of Directors may accept on behalf of the Corporation any gift, bequest, devise, or other contribution for the purposes of the Corporation on such terms and conditions as the Board of Directors shall determine.

ARTICLE IX
Amendments

The power to make, alter, amend, or repeal the Bylaws is vested in the Board of Directors of the Corporation as follows:

- A. The power to make, alter amend, or repeal Articles II and IX of the Bylaws may only be exercised by the unanimous decision of the Board of Directors.
- B. The power to make, alter, amend, or repeal any other Articles of the Bylaws may be exercised by a majority decision of the Board of Directors.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **JUL 23 2009**

REDBIRD FOUNDATION INC
PO BOX 297
VINCENNES, IN 47591

Employer Identification Number:
26-4033393
DLN:
17053048177009
Contact Person:
BENJAMIN L DAVIS ID# 31465
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
January 13, 2009
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

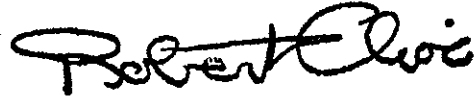
Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

REDBIRD FOUNDATION INC

Sincerely,

A handwritten signature in black ink that reads "Robert Choi". The signature is written in a cursive style with a large, prominent "C" at the end.

Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosures: Publication 4221-PC

Letter 947 (DO/CG)

Redbird Foundation Officer List

Tony Lance, President

Vic Vangilder, Vice President

Keith Carter, Treasurer

Byron Fourman, Secretary

Gary Delong, Vice President Public Relations

