

COOPERATIVE AGREEMENT BETWEEN THE
U.S. ARMY CORPS OF ENGINEERS AND THE
HUNTINGDON COUNTY VISITOR'S BUREAU

This Cooperative Agreement is for the mutual benefit of both parties and is between the United States Army Corps of Engineers, Baltimore District (hereinafter referred to as the Corps) and the Huntingdon County Visitors Bureau (hereinafter referred to as the Bureau), acting through the President or the President's designee.

WITNESSETH: WHEREAS, the Corps operates the Raystown Lake Project for public recreation and the understanding of the Corps mission; and,

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

WHEREAS, the Corps operates its programs for the benefit of the public. The public requires information, facilities, programs and events for the safe and appropriate use of Corps projects. This information is conveyed through a variety of interpretive media such as: programs, exhibits, events 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 the Raystown Lake Project as well as the archaeological, natural and cultural history of the area; and,

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

WHEREAS, the Bureau has the authority to assist the Corps in its presentation of the natural, cultural, historical and project related features of the Raystown Lake Project to the public through programs, events, exhibits and materials; and,

WHEREAS, the Corps has the authority, pursuant to Section 4 of the 1944 Flood Control Act, 16 U.S.C. 460d, to permit the maintenance and operation of recreational facilities at water resource development projects by local interests and may enter into leases with non-profit organizations for park and recreation purposes; and,

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

WHEREAS, the Corps wishes to accept and the Bureau wishes to provide the hereinafter described

interpretive and educational services to the visiting public at the Raystown Lake Project.

NOW THEREFORE, the parties agree as follows:

1. The Corps authorizes the Bureau to provide, and the Bureau agrees to provide staffing, approved community, informational and educational programming and events, approved interpretive displays and literature, entertainment and interpretive programming in the operation of the Visitor Center portion of the Raystown Lake Visitor Center.

I. CORPS RESPONSIBILITIES

A. Timely Review and Approval. The Corps agrees to review and give necessary approvals or disapprovals in a timely manner to the Bureau for any and all proposals, programs, special events, suggestions and other activities that the Bureau might wish to engage in.

B. Use of Corps Facilities.

1. The Huntingdon County Visitors Bureau will not be charged for use of designated areas, or facilities listed as *Attachments A and B*, for the period of time in which the agency is in compliance with all terms of this cooperative agreement. If Bureau use of the Corps facility is over and above normal operations as agreed in this document, the Corps shall be reimbursed at a mutually agreed upon cost. The Bureau will be charged a monthly fee for shared utilities billed to, and paid by the Corps. Additionally, the Huntingdon County Visitors Bureau will provide janitorial and refuse services for the areas delineated on the drawing listed as *Attachments C and D*.

2. The Government agrees to allow the Bureau access to the multi-media room for the purpose of multi-media productions designed to be presented on Corps of Engineer equipment. Such programs will be of moderate duration (<20 minutes) unless prior approval is received from the Operations Manager, Raystown Lake.

3. The Corps agrees to provide exhibit space in the lobby area to the Bureau for the purpose of marketing the Raystown project, Huntingdon County and the surrounding region. Such marketing displays will have prior approval of the Operations Manager, Raystown Lake.

4. The government shall provide materials, furniture and equipment outlined in *Appendix 1*, which shall be primarily used by the Bureau. These items shall remain accountable government property.

II. BUREAU RESPONSIBILITIES

A. Corporate Requirements.

1. The Bureau's Articles of Incorporation and By-Laws shall comply with the requirements of the state(s) in which the Bureau is incorporated. Non-profit 501(c)(6) status must be maintained in accordance with state and Federal laws. The Bureau will make available for inspection, at the

request of the Corps, documents demonstrating non-profit status. The Bureau will also make it's Articles of Incorporation available to the Corps.

2. This agreement will automatically terminate if non-profit 501(c)(6) status is not maintained.
3. The Bureau shall have liability insurance which indemnifies, saves, holds harmless, and defends the United States against all fines, claims, damages, losses, judgements and expenses arising out of, or from any omission, or activity of the Bureau in connection with activities under this Agreement.
4. The Bureau will exercise reasonable care to prevent damage to any Government property used, or occupied during its operation and shall, insofar as possible, protect all such property.
5. The Bureau will provide office furniture and equipment which would be primarily or exclusively used by the Bureau, and which is generally associated with the operation of a typical office setting and retail shop. Examples of suggested furnishings are diagrammed in *Attachments E and F*.

B. Interpretive Activities.

1. The Bureau may offer promotional, educational and interpretive services which support the mission of the Corps and the project. This includes promotion, assisting, planning, designing, implementing and conducting interpretive, educational, and recreational programs, activities, exhibits and events.
2. The Bureau 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 (or other Corps site) and the Corps of Engineers and other agencies or organizations directly related to fulfilling the Corps mission and strategic vision.
 - b. Acquire specimens and objects pertaining to the history, cultures, environment, or recreational activities of the project area for the purpose of adding them to the exhibitory or programs at Corps visitor centers (or other Corps facilities), and assist in or develop preservation programs as appropriate. The Huntingdon County Visitors Bureau will assume accountability for any such specimens and objects that they acquire.
 - 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 outreach programs of the

Corps, such as Adopt-A-Park, Lake Cleanup Day, Wildlife Habitat Improvements, and other programs for the benefit of the American public.

C. Sales Option

1. As part of this Agreement, the Bureau shall operate, on Corps property, a sales area on a continuous, or an intermittent basis, based on the guidelines addressed in *Appendix 2*. All such sales may be exclusive or in conjunction with another Corps approved cooperative association as determined by the Corps.

2. The Bureau is hereby authorized to sell and 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, multipurpose center, region and Corps. The Corps has the right to review publications for editorial and design quality purposes. The Corps may request the Bureau sell specific items of interpretive value. Sale items shall meet the following minimum requirements:

a. The primary function of the item is interpretive, educational, or promotes the Corps of Engineers and/or “Raystown Country”.

b. Items directly relate to the interpretive or educational themes of the Corps of Engineers or “Raystown Country”.

c. The item does not violate the Antiquities Act of 1906, (P.L. 59-209), and the Archaeological Resources Act of 1971, as amended.

d. Reproduction items are permanently marked to be distinguishable from artifacts.

e. The items maintain a high standard of quality.

f. The items are not illegal or considered hazardous.

g. The items do not violate the Endangered Species Act of 1973, (P.L. 93-205, as amended).

h. The items are sold at fair market value.

3. The Bureau shall order, receive, inventory, stock and otherwise manage all items offered for sale and distribution. The Corps assumes no financial obligation in the acquisition of any retail article.

4. The Bureau will sell only items that are appropriate and of high quality. The Bureau will not sell any item that has not been approved in writing in accordance with Article I.A. by the District Commander or his authorized representative. Signed approval forms (*Appendix 3*) shall be on file in the visitor’s center and maintained by the District Commander’s authorized representative for all merchandise displayed for sale. The Bureau 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 Bureau 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.

6. Bureau sales are restricted to a location approved by the Corps, which will be kept clean and presentable at all times.

7. Corps of Engineers representatives will be permitted, no less than quarterly, to attend sales meetings at which time the inventory for sales items will be determined. The Bureau is recommended to strongly consider those articles suggested by the Corps for resale and means to increase the marketability of retail items.

8. The Bureau is entitled to a consignment fee of no greater than 10% of the retail price for items sold by the Bureau on behalf of other cooperative associations that retain a non-profit status such as 501(c)(3), 501(c)(6), et al, individuals, agencies and organizations recognized by the Corps. Additionally, 10% of the authorized retail space will be made available to other cooperative associations recognized by the Corps. Any inventory on consignment will be ordered and priced by the cooperating association which originated the purchase. The Bureau will stock items from existing inventory and “code” the purchase upon sale for accounting and tax purposes.

9. One representative from each agency that participates in a cooperative agreement with the Corps, who also has interests in the sales area shall be permitted to attend the quarterly sales meetings.

10. The Corps assumes no responsibility for lost or stolen merchandise. The Bureau is expected to take precautions to deter theft and shoplifting in the sales area.

D. Fiscal Management

1. The Bureau shall 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.

2. The Bureau shall annually submit (within 135 days following the end of each Visitor’s Bureau fiscal year) a complete audited financial report, approved by the board of the Bureau, to the Corps which includes a written summary of Bureau activities for the year as they relate to revenues and expenditures of the operation located on the Raystown project. This report will include copies of the annual financial statement, the IRS Form 990 (with a 990T if necessary), and the audited statement.

3. The Corps may review the fiscal records of the Huntingdon County Visitors Bureau at any time during the term of this Agreement. Fiscal records and accounts must be maintained for a period of five years.

III. JOINT RESPONSIBILITIES

A. Donation of Interpretive Services or Materials

1. The Bureau may, at the discretion of its officers, loan materials and services to the Corps. The Corps reserves the right to accept or decline without obligation, any service or loan by the Bureau.

2. The Corps will implement reasonable precautions to protect items loaned by the Bureau, but

assumes no other responsibility for these items. The Corps will return loaned property or items as requested by the Bureau.

B. Personnel

1. The Bureau and the Corps shall each designate, in writing, a Bureau member and a Corps representative and alternate who will act as points of contact for the purpose of implementing this Agreement.
2. The Bureau 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 Bureau with nominal duties, including sales. The Bureau will provide staff personnel to greet and inform the public as per the minimum operational hours as defined in *Appendix 2*. Hours of operation may only be altered through the written approval of the District Engineer or his designee.
3. Corps personnel may not serve in a voting capacity on the governing board, or as Treasurer for the Bureau. Corps personnel may not act as the official representative of the Huntingdon County Visitors Bureau in any matter relating to the Corps, or the terms of this Agreement. However, Corps personnel may serve in an advisory capacity on the Huntingdon County Visitors Bureau governing board or committees. If the Huntingdon County Visitors Bureau has a membership program, Corps personnel may join and participate in membership activities.
4. The Corps will orient and train management staff so they may train Bureau 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. Bureau staff and volunteers involved in visitor contact shall receive additional orientation with regard to interpretive services. All orientation will be conducted prior to assumption of duties. Conversely, the Corps request that Bureau training opportunities concerning interpretation, recreational demographics, public interaction or other topics that may be relevant to the Corps functions and mission be made available to the Corps.
5. Bureau employees or volunteers will not wear the Corps uniform, or items of clothing that resemble the uniform. Employees and volunteers of the Bureau, when working at duties that bring them into contact with the public, will wear Corps approved visible identification that identifies them as a Bureau employee or volunteer. A sign at the retail sales outlet shall identify who and what the Bureau is and how funds generated from sales are used.
6. Appropriate dress shall be worn by Bureau representatives when addressing the public. A uniform shirt supplied by the Bureau and approved by the Corps paired with ankle-length slacks (other than blue jeans) or a plain shirt may be worn. A dress or skirt may also be worn by female employees or volunteers. The Corps has the authority to deem Bureau attire “inappropriate” should questionable attire be worn by a Bureau representative. An identification tag must be worn by the employee or volunteer to visually introduce them to the public as a

Bureau representative.

C. Facilities

1. The Bureau's workspace is defined in Attachment A. Any alteration or renovation of any or all facilities covered under this agreement shall have the prior approval of the District Engineer or his designee.
2. The Huntingdon County Visitors Bureau will be responsible for utilities associated with the occupancy of the building in the following manner:
 - a. Telephone -- The Bureau will establish and maintain its own phone/data system which shall be independent from the Corps' phone/data system. Payments shall be determined by the number of Bureau telephones divided by the number of Corps telephones multiplied by monthly PBX lease fee.
 - b. Electricity -- The Bureau will provide to the Corps payment, based on a pro rated percentage, 18.5 % of the monthly utility bill for the Visitor's Center. The percentage is based on a 1,258 square footage of the functional area occupied by the Bureau and those areas primarily used for the sale of Huntingdon County Visitors Bureau Visitor Center retail store items.
3. Janitorial Services -- The Bureau will make independent arrangements for janitorial services to those areas occupied by the Bureau and those areas primarily used for the sale of Huntingdon County Visitors Center retail store items. The schedule of cleaning shall not conflict with the Raystown Lake Visitor Center. The cleaning schedule for any area normally considered "public" will have prior approval of the District Engineer or his designee.
4. Parking and Access -- The Bureau will be entitled to no more than 3 reserved parking spaces, one of which shall be designated as accessible, in the Raystown Lake Visitor Center designated parking areas. Reserved spots will be so marked with appropriate signs provided by the Bureau. The Corps will provide primary access to the Raystown Lake Visitor Center and will maintain the access in accordance with established regulations and procedures. Bureau employees will have no recourse against the Corps should access be denied due to weather conditions, man made factors or other acts of God.
5. The Bureau will maintain those areas occupied by the Bureau and those areas primarily used for the sale of Huntingdon County Visitors Center retail store items. Public areas, (i.e. sales area) will be subject to inspections by the Corps of Engineers. The Corps may demand the need for periodic maintenance for such items which include but are not limited to washing or painting walls, general housekeeping, cleaning of light fixtures and replacement of bulbs, and other small housekeeping tasks. In such cases, the Corps will provide a detailed listing of maintenance to be performed by the Bureau with expected completion date for each maintenance item. Failure to respond to a maintenance work order will be grounds for the termination of this agreement.
6. The Corps assumes responsibility for all maintenance, preventive maintenance, scheduled and

unscheduled repairs associated with the exterior of the Raystown Lake Visitor Center, excluding any repairs needed as a result of damage caused by activities associated with the Bureau. In the interest of good maintenance, staff of the Bureau may utilize the Raystown project work order system to request work on those features under Corps of Engineers responsibility.

IV. GENERAL

A. Safety -- The Corps and the Bureau shall operate and maintain the assigned facilities in a manner consistent with EM 385-1-1, Occupational Health and Safety Administration regulations, and good safety practices. The Corps reserves the right to enter and inspect any and all areas under the responsibility of the Bureau at any time to perform safety inspections. Under the terms of this agreement, Corps personnel have the right and responsibility to immediately mitigate any safety concerns, demand safety compliance and take all reasonable and prudent steps to ensure a safe and healthful environment.

B. Security

Locks and Keys -- The Corps will provide locks on interior and exterior doors consistent with project use. The Bureau will be provided sufficient keys of type and variety to insure appropriate ingress and egress into necessary areas within the building. The Corps will retain two master keys for the space occupied by the Bureau to be used only by Corps personnel in the event of emergency.

General Security -- The Corps will be immediately notified of any threat, direct, implied or otherwise, made to agents of the Bureau against Corps of Engineers facilities or personnel. Training on receiving such "threats" shall be given to the Huntingdon County Visitors Bureau during initial orientation.

C. Signs -- The Corps will provide external and internal directional and identification signs. The placement and composition of any signs outside of the retail area and those areas under the management of the Bureau areas shall be approved in advance.

D. Reports -- The Bureau will provide the Corps, no later than 15 January each calendar year, an annual report of the activities of the prior year which supported the Corps efforts at Raystown. This will be part of a regular review process to demonstrate how visitors are benefited; and to provide a mechanism to update annual activity lists and integrate into future programs.

V. 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 Bureau unless approved in writing by the Corps.

VI. MODIFICATIONS 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 Officers for the Bureau.

VII. 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 either party gives notice of cancellation 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 Bureau to set forth the reasons for such termination.

VIII. 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 Huntingdon County Visitors Bureau as may be required by a Lease Agreement. In situations where the Huntingdon County Visitors Bureau 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 Huntingdon County Visitors Bureau agrees that all its activities shall be conducted in accordance with all applicable laws and regulations, both state and Federal.

IN WITNESS WHEREOF, the Huntingdon County Visitors Bureau has caused this agreement to be executed this _____ day of _____, 1998.

Huntingdon County Visitor's Bureau

By _____
President

IN WITNESS WHEREOF, the Corps has caused this agreement to be ratified this _____ day of _____, 1998.

UNITED STATES ARMY CORPS OF ENGINEERS

By _____
District Commander