

COOPERATING ASSOCIATION AGREEMENT
BETWEEN THE
U.S. ARMY CORPS OF ENGINEERS
AND
GREATER UKIAH BUSINESS AND TOURISM ALLIANCE

This agreement is for the mutual benefit of both parties and is between the United States Army Corps of Engineers, San Francisco District (hereinafter referred to as USACE) and the Ukiah Foundation for Commerce and Education 501(c)(3) nonprofit corporation, dba Greater Ukiah Business and Tourism Alliance, (herein referred to as GUBTA), acting through the Chairman of the Board of Directors or the Board's designee.

WITNESSETH:

WHEREAS, USACE operates Coyote Valley Dam and Lake Mendocino for public recreation, natural resource management, environmental stewardship, and flood risk management; and

WHEREAS, USACE achieves its operational goals for natural resource management through a wide range of activities, programs, and events; and

WHEREAS, USACE operates its programs for the benefit of the public; and

WHEREAS, USACE and GUBTA mutually recognize there are significant national public benefits for Lake Mendocino recreation areas to support local, regional, state-wide, and national economic development; and

WHEREAS, GUBTA has the authority to assist USACE in its recreation mission through promoting tourism and community engagement in the areas of education and cultural awareness; and

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

WHEREAS, USACE has the authority, pursuant to the Federal Water Recreation Act, Pub. L. No. 89-72; the National Historic Preservation Act, as amended, Pub. L. No. 89-665; the National Environmental Policy Act, Pub. L. No. 91-190; and the Archaeological Resource Protection Act, as amended, Pub. L. No. 96-95, to provide Natural Resources Management programs, activities, and interpretive functions; and

WHEREAS, USACE has the authority, pursuant to 33 U.S.C. § 2328, to enter into agreements with non-profit organizations for the cooperative operation and management of recreation facilities at water resources development projects and to accept contribution of funds, materials, and services from non-profit organizations for the same; and

WHEREAS, USACE wishes to accept, and GUBTA wishes to provide the hereinafter described interpretive services, recreational services, educational services, volunteer services, funds, materials, and supplies to enhance the experiences for the visiting public at Lake Mendocino.

NOW, THEREFORE, the parties agree as follows:

1. USACE authorizes GUBTA to provide, and GUBTA agrees to provide, the hereinafter interpretive, recreational, and educational services to the visiting public.
2. USACE RESPONSIBILITIES
 - A. USACE agrees to timely review and approve activities that provide maximum benefit and service to the public, and if appropriate, quality, suitability and fair-market value of the merchandise. As applicable, all activities, special events, programs, hours of operation, logistics, prices, standards of service, and merchandise to be sold are subject to prior approval by the District Commander, or an authorized representative (.
 - B. USACE agrees to review and give necessary approvals or disapprovals in a timely manner to GUBTA for all proposals, and special events.
3. GUBTA RESPONSIBILITIES
 - A. Corporate Requirements
 1. GUBTA shall ensure that the Articles of Incorporation and By-Laws are consistent with requirements of the State of California. Non-profit 501(c)(3) status and must be maintained in accordance with applicable State and Federal laws. GUBTA will make available for inspection, at the request of GUBTA documents demonstrating non-profit status.
 2. GUBTA shall maintain non-profit 501(c)(3) status otherwise this agreement will automatically terminate. Should this occur, GUBTA must immediately notify USACE of such change in status.
 3. GUBTA shall have liability insurance, upon full execution of and for the duration of the agreement. Such insurance shall indemnify, save, and holds harmless and defend the United States against all fines, claims, damages, losses, judgements, and expenses arising out of, or from, any omission or activity of GUBTA in connection with the activities, under this agreement. The insurance shall provide an amount not less than that which is prudent, reasonable, and consistent with sound business practices or a minimum of Combined Single Limit of \$1,000,000

whichever is greater.

4. GUBTA will provide reasonable care to prevent damage to any Government property used, or occupied during its operation and shall, insofar as possible, protect all such property.

B. GUBTA Activities

1. GUBTA may conduct activities, special events, or programs and offer resources which support the natural resource management mission of USACE. This includes assisting, planning, and designing programs and activities that are associated with Lake Mendocino's educational, environmental stewardship, or recreation missions. Moreover, GUBTA may provide educational programs and materials that further public understanding of the Corps missions and its relationship to archeological, natural, historical, cultural, environmental, and recreational resources.
2. GUBTA will cooperate with USACE on the following activities:
 - i. GUBTA will act as a community liaison and partner with USACE to engage with the community as it pertains to identified projects, marketing, recreation, economic development, tourism, and other outreach as needed. This role may complement but not replace the communication and community strategies of USACE.
 - ii. GUBTA will act as event coordinator work with USACE to organize events and other activities for the appreciation and enjoyment of Lake Mendocino and its integration into the local and non-local communities.
 - iii. Acquire Grant Funding
 - a. GUBTA will acquire funding through grants and other financial means to assist with agreed upon recreation projects. Such as, recreation area enhancement and Cultural Center operations.
 - b. If GUBTA applies for a grant proposal, both USACE and GUBTA will work together to review prior to submission.

C. Sales Option

1. GUBTA shall be responsible for all sales activities may operate a sales area on a continuous or intermittent basis.

2. GUBTA is hereby authorized to sell and distribute products and services that directly relate to enhancing recreational, interpretive/educational, and environmental stewardship missions of USACE. USACE may request GUBTA to sell specific items of interpretive value.
3. GUBTA shall order, receive, inventory, stock and otherwise manage all items offered for sale and distribution.
4. GUBTA will sell only items that are appropriate and of high quality. GUBTA will not conduct any sales activity that has not been approved by the District Commander or an authorized representative. GUBTA will sell items at the fair-market value and prices of said items will be submitted and approved in writing, in advance by the District Commander or an authorized representative.
5. GUBTA will not sell any original artifacts, sacred items, or antiquities to which the Archeological Resource Protection Act, as amended, would apply whether such items were discovered on lands owned or controlled by the United States or not.
6. GUBTA 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.
7. GUBTA sales are restricted to a location approved by the USACE, which will always be kept clean and presentable.
8. If any revenues are collected from the GUBTA's activities, memberships, or sales of publications and materials as part of their Agreement with USACE, they will be used to support the continued operation of GUBTA and the USACE management effort as detailed in the Agreement.

D. Fiscal Management

1. GUBTA will conduct its fiscal operations in accordance with accepted business practices. This includes the appropriate use of a funds accountability system, purchase orders, receipts, invoices, and inventory records.
2. GUBTA shall annually submit by June 1 of the following calendar year a complete financial report to USACE which includes a written summary of GUBTA (related to the USACE partnership) activities for the year.
3. USACE may review fiscal records related to GUBTA at any time during the term of this agreement.

4. JOINT RESPONSIBILITIES

- A. GUBTA may, at the discretion of its Governing Board, contribute materials, funds, and services to USACE. USACE reserves the right to accept or decline any contribution by GUBTA. USACE may be accepted consistent with Section 203 of Pub. L. 102-580, Water Resources Development Act of 1992.
- B. Personnel
1. GUBTA and USACE shall designate, in writing, a GUBTA member and USACE person and alternate who will act as principal and alternative points of contact for the purpose of implementing this agreement. Both parties will maintain these contacts.
 2. GUBTA will provide such personnel that are reasonably necessary to conduct, operate, and manage its cooperative activities. This does not preclude USACE personnel, during the course of their normal duties, from assisting GUBTA with normal duties including sales.
 3. USACE personnel may not serve in a voting capacity on the governing board or as a Treasurer of GUBTA. USACE personnel may not act as the official representative of GUBTA in any matter relating to USACE of the terms of the agreement.
 4. USACE personnel may only serve in an advisory capacity on GUBTA governing board of committees. However, if GUBTA has a membership program, USACE personnel may join and participate in membership activities.
 5. USACE will orient GUBTA personnel, staff, and volunteers to ensure compliance with USACE rules, regulations, and requirements, particularly with regard to visitor centers and facilities, and safety and emergency procedures, Engineer Manual 385-1-1. GUBTA staff and volunteers involved in visitor contact will receive additional orientation regarding interpretive services. All orientation will be conducted prior to assumption of duties. GUBTA is responsible for conducting all its activities and ensuring that all its personnel comply with all Corps safety requirements.
 6. GUBTA employees or volunteers may not wear the USACE uniform or items of clothing that resemble the uniform. Employees and volunteers of GUBTA, when working the duties that bring them into contact with the public, will wear visible identification that identifies them as a GUBTA employee or volunteer.

5. ASSIGNMENT

GUBTA shall not make any assignment of this agreement or any part thereof, or interest therein, directly, or indirectly, voluntary, or involuntary, unless approved in writing by USACE.

6. MODIFICATION AND AMENDMENTS

Modifications and amendments to this agreement in the form of supplemental agreements may be made from time to time upon mutual written consent of the District Commander or an authorized representative for USACE and the Board of Directors for GUBTA.

7. DURATION

Agreement shall be effective for five years commencing on the day following the ratification of this agreement by USACE. 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. USACE reserves the right to terminate the agreement, or any part thereof, by: (1) providing written notice of intent to terminate; and (2) meeting and conferring with GUBTA to determine a mutually acceptable termination date. IF the parties cannot agree on a mutually acceptable termination date, the agreement will terminate within three months after the conclusion of meet and confer process.

8. MISCELLANEOUS

- A. The rights and benefits conferred by this Agreement shall be subject to the laws of the United States governing USACE and the rules and regulations promulgated there under 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 USACE.
- B. This Agreement in no way obviates the responsibilities of USACE or GUBTA as may be required by a special event permit from USACE, this Agreement would automatically become null and void upon the termination or cancellation of the special event permit.
- C. GUBTA agrees that all activities shall be conducted in accordance with applicable laws and regulations, both State and Federal.
- D. GUBTA may be granted a license, easement or lease, as appropriate in accordance with Engineer Regulation 405-1-12 for the use of government owned property.

IN WITNESS WHEREOF, GUBTA has caused this Agreement to be executed on the date below.

DATE: 7/29/2024

Greater Ukiah Business Tourism Alliance

By: 
Katrina Kessen, Executive Director
GUBTA

IN WITNESS WHEREOF, USACE has caused this Agreement to be executed on the date below.

DATE: 31 Jul 2024

United States Army Corps of Engineers

By: 
Timothy W. Shebesta
Lieutenant Colonel, U.S. Army
District Commander and Engineer