

COOPERATING ASSOCIATION AGREEMENT BETWEEN THE

U. S. ARMY CORPS OF ENGINEERS

AND

DISCOVER YOUR NORTHWEST

NWP-20-0001

This Cooperating Association Agreement is for the mutual benefit of both parties and is between the United States Army Corps of Engineers, Portland District (hereinafter referred to as the "Corps") and Discover Your Northwest, a Cooperating Association located at 164 S. Jackson Street, Seattle, Washington (hereinafter referred to as "DYNW"), acting through the Chairman of the Board of Directors or the Board's designee.

WITNESSETH:

WHEREAS, the Corps operates Bradford Island Visitor Center and Washington Shore Visitor Complex at Bonneville Lock and Dam and The Dalles Dam Visitor Center at The Dalles Lock and Dam (hereinafter referred to as "the Projects") for public recreation and the understanding of the Corps' mission at the Projects and in the Northwest Region and nation; and,

WHEREAS, the Corps achieves its goals of interpretation by using programs, exhibits, and displays that rely heavily upon the use of audio visual materials, photographs, models, interactive displays, lectures, artifacts, and other materials that illustrate the Corps, its mission, and its activities in and around the Projects as well as the archeological, natural, and cultural history of the area; and,

WHEREAS, the Corps and DYNW mutually recognize there are significant national public benefits to visitor centers that use interpretive techniques and support the Corps' goals for education, perpetuation of national pride, preservation of national heritage, safety, and enjoyment of the people of the United States; and,

WHEREAS, DYNW has as its purpose the enhancement of the environment through research, education, and scientific activities and intends to assist the Corps in the conduct of its natural resource management programs and activities; and,

WHEREAS, DYNW has as its purpose the interpretation for the public's benefit and education of the archeological, natural, cultural, and historical environment, and DYNW intends to assist the Corps in its interpretive activities at the Projects through the use of its programs, exhibits, displays, and materials; and,

WHEREAS, DYNW has the authority to assist the Corps in its presentation to the public of the natural, cultural, historical, and project-related features of the Projects through programs, exhibits, and materials; and,

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

WHEREAS, the Corps has authority to provide Natural Resource Management programs, activities, and interpretive functions and to enter into agreements with cooperating associations to accomplish those goals; and

WHEREAS, the Corps wishes to accept, and DYNW wishes to provide, the hereinafter described interpretive and educational services to the visiting public at the Projects;

NOW, THEREFORE, the parties agree as follows:

1. The Corps authorizes DYNW to provide, and DYNW agrees to provide, the hereinafter described interpretive and educational services to the visiting public and the Corps.

2. CORPS RESPONSIBILITIES

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

B. Use of Government Facilities

1. Should DYNW, as part of its activities, require the use of Corps facilities at the Projects, the Corps agrees, in recognition of the services DYNW is contributing to the public, to provide at no cost to DYNW such facilities, utilities, janitorial services, and routine and general maintenance when incidental to the normal operation of the facility by the Corps.

2. Should DYNW require facilities, utilities, or services above what the government would normally require for operation of the facility or area used by DYNW, DYNW will reimburse the Corps at an agreed upon, but nominal, cost in recognition of the services that DYNW is contributing to the public.

3. Should DYNW require the use of government-owned real property to carry out activities under this Agreement, DYNW shall seek, and the Corps shall consider granting, an appropriate real estate instrument (*e.g.*, lease, license, etc.) for that use as allowed by and in accordance with applicable laws, regulations, and policies. The real estate instrument will not merge with this Agreement.

3. DYNW RESPONSIBILITIES

A. Corporate Requirements

1. DYNW's Articles of Incorporation and By-Laws shall comply with the requirements of the state(s) in which DYNW is incorporated. Non-profit 501(c)(3) status must be maintained in accordance with state and Federal laws. DYNW will make available for inspection, at the request of the Corps, documents demonstrating non-profit status.

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

3. DYNW shall have liability insurance that indemnifies, saves, holds harmless, and defends the United States against all fines, claims, damages, losses, judgments, and expenses arising out of any activity, or from any omission, of DYNW in connection with activities under this Agreement.

4. DYNW 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.

B. Interpretive Activities

1. DYNW may offer educational and interpretive services that support the mission of the Corps and/or the Projects. This includes assisting, planning, designing, implementing, and conducting interpretive and educational programs, activities, and exhibits.

2. DYNW may offer scientific, research, maintenance, and/or other services that support the mission of the Corps and its natural resource management program. This includes assisting, planning, designing, implementing, and conducting scientific and/or maintenance programs, activities, and exhibits.

3. DYNW 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 Projects and the Corps of Engineers.

b. Acquire specimens and/or objects pertaining to the history, cultures, environment, or recreational activities of the Projects for the purpose of adding them to the exhibitry or programs at Corps' visitor centers and assist in preservation programs as appropriate.

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

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

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

C. Sales Option

1. As part of this Agreement, DYNW may operate a sales area on a continuous or intermittent basis.

2. DYNW is hereby authorized to sell and/or distribute interpretive and educational items such as publications, maps, audiovisual aids, crafts, and other objects related to the interpretive and educational themes of the Projects, the Northwest region, and the Corps. The Corps may request DYNW to sell specific items of interpretive value.

3. DYNW shall order, receive, inventory, stock, and otherwise manage all items offered for sale and/or distribution.

4. DYNW will sell only items that are appropriate and of high quality. DYNW will not sell any item that has not been approved by the Corps' authorized representative. DYNW will sell items at their fair market value, and prices of said items will be submitted and approved in writing in advance by the Corps' authorized representative.

5. DYNW will not sell any original artifacts, sacred items, or antiquities to which the Archeological Resources Protection Act, as amended, would apply, whether or not such items were discovered on lands owned or controlled by the United States.

6. DYNW will display the sales items in good taste and in keeping with the general design and decor of the facility that houses the sales area.

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

D. Fiscal Management

1. DYNW 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. DYNW shall annually submit (within 135 days following the end of each fiscal year) a complete financial report to the Corps that includes a written summary of DYNW activities for the year.

3. The Corps may review the fiscal records of DYNW at any time during the term of this Agreement.

4. JOINT RESPONSIBILITIES

A. Donation of Interpretive Services or Materials

1. DYNW may, at the discretion of its Governing Board, donate materials and/or services to the Corps. The Corps reserves the right to accept or decline, without obligation, any service or material donation by DYNW.

2. Donated services and materials include those that protect, improve, restore, rehabilitate, or interpret natural resources, recreation areas, or facilities. All facilities and work accomplished become the property of the Corps.

3. The Corps may publically recognize DYNW as a way to express appreciation for the contribution and acknowledge the public support that has been received.

B. Personnel

1. DYNW and the Corps shall each designate, in writing, a DYNW member and a Corps employee and alternate who will act as points of contact for the purposed of implementing this Agreement.

2. DYNW will provide such personnel as are reasonably necessary to conduct, operate, and manage its activities. This does not preclude Corps personnel, during the course of their normal duties, from assisting DYNW with nominal duties, including sales.

3. Corps personnel may not serve in a voting capacity on the governing board or as Treasurer for DYNW. Corps personnel may serve in an advisory capacity on DYNW's governing board or committees. Corps personnel may not act as the official representative of DYNW in any matter relating to the Corps or the terms of this Agreement. However, if DYNW has a membership program, Corps personnel may join and participate in membership duties in their personal capacities.

4. The Corps will orient all DYNW personnel, staff, and/or volunteers with regard to Corps rules, regulations, and requirements, particularly with regard to the Projects and facilities, safety, and appropriate emergency procedures. DYNW staff and volunteers involved in visitor contact will receive additional orientation in regard to interpretive services. All orientation will be conducted prior to assumption of duties.

5. DYNW employees and volunteers may not wear the Corps uniform or items of clothing that resemble the uniform. Employees and volunteers of DYNW, when working at duties that bring them into contact with the public, will wear visible identification that identifies them as a DYNW employee or volunteer.

5. ASSIGNMENT

No transfer or assignment of this Agreement or any part thereof or interest therein, directly or indirectly, voluntary or involuntary, shall be made by DYNW unless approved in writing by the Corps.

6. MODIFICATION AND AMENDMENTS

Modifications and amendments to this Agreement in the form of Supplemental Agreements may be made from time to time upon the mutual written consent of the District Commander for the Corps and the Board of Directors, or their designee, for DYNW.

7. DURATION

This Agreement shall be effective for fifteen years commencing on the day following the ratification of this Agreement by the Corps. This Agreement will automatically renew for another five year period on October 1 of the last year unless notice of cancellation is given by either party before the date of renewal. The Corps reserves the right to terminate the Agreement, or any part thereof, at any time upon written notice. Prior to such notice, the Corps will meet with DYNW to set forth the reasons for such termination.

8. MISCELLANEOUS

A. The rights and benefits conferred by this Agreement shall be subject to the laws of the United States governing the Corps of Engineers and to the rules and regulations promulgated thereunder whether now in force or hereafter enacted or provided; and the mention of specific restrictions, conditions, and stipulations herein shall not be construed as in any way impairing the general powers of supervision, regulation, and control by the Corps.

B. This Agreement in no way obviates the responsibilities of the Corps or DYNW as may be required by a Lease Agreement. In situations where DYNW 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. DYNW agrees that all its activities shall be conducted in accordance with all applicable laws and regulations, both state and Federal.

D. Performance by the Corps under the terms of this Agreement is subject to the availability of funds and personnel resources. Nothing in this Agreement shall be construed as obligating the Corps to expend funds in advance or excess of appropriations or for purposes other than for which funds were appropriated.

E. This Agreement is entered into for the benefit of the parties only and shall confer no direct or implied rights, benefits, or responsibilities, substantive or procedural, on any other person.

F. This Agreement shall not affect any pre-existing or independent relationships or obligations between the parties.

G. This Agreement shall be governed by the applicable laws, regulations, policies, and procedures of the United States. Should any provision of this Agreement become or be found to be invalid, illegal, unenforceable, or otherwise contrary to such authority, the remaining provisions shall remain valid and enforceable.

H. This Agreement contains the full and complete understanding of the Parties regarding the subject matter of this Agreement. The parties agree that this Agreement reflects all of the terms and conditions of the matters described herein and no other promises, oral or written, have been made that are not reflected in this Agreement.

IN WITNESS WHEREOF, DYNW has caused this Agreement to be executed this

11
_____ day of June, 2020.

DISCOVER YOUR NORTHWEST

By 

Chairperson, Board of Directors

IN WITNESS WHEREOF, The Corps has caused this Agreement to be ratified this

_____ day of _____, 2020.

UNITED STATES ARMY CORPS OF ENGINEERS

By DORF.AARON.LAW Digitally signed by
DORF.AARON.LAWRENCE.10287
90380
Date: 2020.07.20 15:38:09 -07'00'
RENCE.1028790380

District Commander