

**COOPERATING ASSOCIATION AGREEMENT BETWEEN THE
U.S. ARMY CORPS OF ENGINEERS
AND
DISCOVER YOUR NORTHWEST**

This Agreement is for the mutual benefit of both parties and is between the United States Army Corps of Engineers, Walla Walla District (hereinafter referred to as the "Corps") and Discover Your Northwest, a 501(c)(3) non-profit Cooperating Association with a registered address at 164 S. Jackson Street, Seattle, Washington (hereinafter referred to as the "Association"), acting through the Executive Director of the Board of Directors or the Board's designee.

WITNESSETH:

WHEREAS, the Corps operates Visitor Centers at Dworshak Dam and Reservoir, Ahsahka, Idaho; Lower Granite Lock and Dam, Pomeroy, Washington; Ice Harbor Lock and Dam, Burbank, Washington; and McNary Lock and Dam, Umatilla, Oregon (collectively "Projects") for public recreation and the understanding of the Corps mission;

WHEREAS, the Corps operates its program for the benefit of the public. The public requires information and facilities for the safe and appropriate use of Corps projects. This information is conveyed through a variety of interpretive media such as programs, exhibits, and displays 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 activities in and around its projects at Dworshak Dam and Reservoir, Lower Granite Dam and Reservoir, Ice Harbor Dam and Reservoir, and McNary Dam and Reservoir, and the archaeological, natural, and cultural history of the area;

WHEREAS, the Corps and the Association mutually recognize there are significant national public benefits to such visitor centers and interpretive programs 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;

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

NOW, THEREFORE, the parties agree as follows:

1. The Corps authorizes the Association to provide, and the Association 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 the Association for any and all proposals, programs, special events, suggestions and other activities that the Association might wish to engage in.

B. Use of Government Facilities

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

2) Should the Association require facilities, utilities, and services over and above what the Corps would normally require for operation of one or more of the facilities or areas used by the Association, the Association will reimburse the Corps at an agreed upon, but nominal cost in recognition of the services that the Association is contributing to the public.

3) A separate license will be granted to the Association for the use of government owned real property at the Projects. The license(s) will not merge with the Agreement.

3. ASSOCIATION RESPONSIBILITIES.

A. Corporate Requirements

1) The Association's Articles of Incorporation and By-Laws shall comply with the requirements of the state(s) in which the Association is incorporated. Non-profit 501(c)(3) status must be maintained in accordance with state and Federal laws. The Association 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) The Association shall have liability insurance which indemnifies, saves, holds harmless, and defends the United States against all fines, claims, damages, losses, judgments, and expenses arising out of, or from any omission, or activity of the Association in connection with activities under this Agreement.

B. Interpretive Activities

1) The Association may offer educational and interpretive services that support the mission of the Corps and/or the project(s). This includes assisting, planning, designing, implementing, and conducting interpretive and educational programs, activities, and exhibits. Listed below are some current areas of support by the Association. These may change at any time with approval by the Association and the Corps.

a) Produce and make available to visitors by sale or free distribution, suitable interpretive and educational literature and aids to increase visitors' understanding and appreciation of the natural history, cultural, historical, and man-made features of the Projects' areas (or other Corps site(s)) and the U.S. Army Corps of Engineers.

b) Acquire specimens and/or objects pertaining to the history, cultures, environment, or recreational activities of the project area for the purpose of adding them to the exhibits or programs at 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 the interpretive, educational and community programs of the Corps and the project for the benefit of the American public.

C. Sales Option

1) As part of this Agreement, the Association may operate a sales area on a continuous or intermittent basis at each, any, or all of the Projects' Visitor Centers, as identified on page one of the Agreement.

2) The Association is hereby authorized to sell and/or 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 respective project visitor center, region, and Corps. The Corps may request the Association to sell specific items of interpretive value.

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

4) The Association will sell only items that are appropriate and of high quality. The Association will not sell any item that has not been approved by the District Commander or an authorized representative. The Association 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 an authorized representative.

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

6) The Association 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) Association sales are restricted to a location approved by the Corps, which must be kept clean and presentable at all times.

D. Fiscal Management

1) The Association 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) The Association 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 Association activities for the year.

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

4. JOINT RESPONSIBILITIES.

A. Donation of Interpretive Services or Materials

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

2) The Corps will take reasonable precautions to protect items loaned by the Association but assumes no other responsibility for these items. The Corps will return loaned property or items as requested by the Association.

B. Personnel

1) The Association and the Corps shall each designate, in writing, an Association member and a Corps person and alternate who will act as points of contact for the purpose of implementing this Agreement.

2) The Association 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 the Association with nominal duties, including sales.

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

4) The Corps will inform Association personnel, staff, and/or volunteers of applicable Corps rules, regulations, and requirements, particularly with regard to the project and facilities, safety, and appropriate emergency procedures, at each Project. Association staff and volunteers involved in visitor contact will receive additional orientation with regard to interpretive services. All orientation will be conducted prior to assumption of duties.

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

5. **ASSIGNMENT**

No transfer or assignment of this Agreement or any part thereof or interest therein, directly or indirectly, voluntary or involuntary, shall be made by the Association 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 of the Association.

7. DURATION

This Agreement shall be effective for five (5) years commencing on the day following the ratification of this Agreement by the Corps. This Agreement will automatically renew for another five (5) year period, unless notice of cancellation is given by either party before July 1st of the last year in the initial five-year term. 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 Association 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 U.S. Army 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 Association as may be required by a real estate instrument. In situations where the Association is authorized the use of facilities or areas by the Corps through a real estate instrument, this Agreement as it pertains to the associated project would automatically become null and void upon the termination or cancellation of the associated real estate instrument. This Agreement would remain in effect as to all other projects operating under current real estate instruments.

C. The Association agrees that all its activities shall be conducted in accordance with all applicable state and Federal laws and regulations.

IN WITNESS WHEREOF, the Association has caused this agreement to be executed this _____ day of _____, 2022.

DISCOVER YOUR NORTHWEST

By _____
Jim Adams, Executive Director

IN WITNESS WHEREOF, The Corps has caused this agreement to be ratified this_____day
of_____, 2022.

UNITED STATES ARMY CORPS OF ENGINEERS, WALLA WALLA DISTRICT

By_____

ShaiLin Y. KingSlack
Lieutenant Colonel, Corps of Engineers
District Commander