

**Cooperative Agreement
Between
United States Army
Corps of Engineers
and
Discover Your Northwest**

This Cooperative Agreement between the United States Army Corps of Engineers, Seattle District (hereinafter referred to as the "Corps"), and the Discover Your Northwest, 164 S. Jackson Street, Seattle, Washington (hereinafter referred to as the "Association"), acting through the Chairman of the Board of Directors or the Board's designee.

Witnesseth:

Whereas, the Corps operates the Lake Washington Ship Canal Regional Visitor Center at the Lake Washington Ship Canal & Hiram M. Chittenden Locks Project, Washington, for public recreation and understanding of the Corps missions at the Lake Washington Ship Canal project, region, and nation; and,

Whereas, the Corps achieves its goals of interpretation by using programs, exhibits, and displays which rely heavily upon the use of photographs, models, and artifacts to illustrate the natural history and historical development of features, facilities, and activities involved in the support and implementation of the region on and around Hiram M. Chittenden Locks and Lake Washington Ship Canal; and,

Whereas, the Corps and the Association mutually recognize there are significant national public benefits to a Visitor Center which uses the above interpretive techniques and supports the above interpretive goals for education, perpetuation of national pride, preservation of national heritage, and enjoyment of the people of the United States; and,

Whereas, the Association 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 program and activities; and,

NOW, THEREFORE, in consideration of the mutual benefits which will accrue to the Corps and the Association, and in accordance with authorizations as provided for in Section 5, Act February 3, 1977 92 Stat. 5, as amended (31 U.S.C. 6305); The Authority to Accept Donations, Public Law 50-194; The Flood Control Act of 1944, as amended, Public Law 78-534; 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 91-190; The Federal Grant and Cooperative Agreement Act, Public Law 95-224; and the Archeological Resource Protection Act, as amended, Public Law 96-95, the parties agree as follows:

1. AUTHORIZATION.

A. The Corps authorizes the Association to provide, and the Association agrees to provide, the hereinafter described interpretive and educational services to the visiting public for the period October 1, 2011 to September 30, 2021, unless notice of cancellation is given by either party before the date of renewal.

B. Both parties reserve the right to terminate this Agreement, or any part thereof at any time, without the necessity of legal process. The terminating party will initiate a meeting a minimum of 30 days prior to the effective date of the termination, setting out the reasons for said termination.

2. ASSOCIATION RESPONSIBILITIES.

A. Maintain a non-profit status in accordance with Federal and State Laws. The Association's Articles of Incorporation and By-Laws shall comply with the requirements of the State in which the Association is incorporated. The Association will make available for inspection, at the request of the Corps, documents demonstrating non-profit and tax-exempt status.

B. This agreement will automatically terminate if non-profit, tax-exempt status is not maintained by the Association.

C. The Association shall obtain prior to commencement of its operations and acceptable to the Corps, liability or, indemnity insurance, providing aggregate amount of **\$100,000** in any number of claims from one incident, with respect to the activities of the Association and its employees. The Association shall indemnify, save, hold harmless, and defend 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.

D. The Association 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. Any property of the United States damaged or destroyed by the Association, in carrying out the terms of this Agreement, shall be promptly repaired or replaced at no expense to the Corps and to the satisfaction of the District Commander.

3. SERVICES.

A. The Association may operate a sales(s) area on a continuous or intermittent basis.

B. The Association is 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 project, visitor center, region, and Corps.

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

D. The Association will sell only items that are appropriate and of high quality. The Association will sell items at their fair market value.

E. The Association will not sell any item that has not been approved by the Corps authorized representative. The Association may, at any time make a written request for such approvals. The Corps will notify the Association of its approval, in writing, within 30 days of receipt of such request.

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

G. 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.

H. Association sales areas are restricted to a location(s) approved by the Corps, which will be kept clean and presentable at all times.

I. The Association will operate the sales area during the Visitor Center's busiest hours of operation. The specific hours of operation shall be approved in advance by the Corps' authorized representative.

4. FISCAL MANAGEMENT.

A. 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.

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

5. CORPS RESPONSIBILITY.

A. 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 in which the Association might wish to engage.

B. Should the Association, as part of its cooperative activities, require the use of Corps facilities at the Lake Washington Ship Canal project, the Corps, agrees, that in recognition of the services the Association is contributing to the Corps, 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.

C. Should the Association, require facilities, utilities and services over and above what the Government would normally require for operation of the facility, the Corps will be reimbursed at an agreed upon, but nominal cost, if any, in recognition of the services that the Association is contributing to the Corps.

6. JOINT RESPONSIBILITIES.

A. Donation of Interpretive Services or Materials.

1. The Association may, at the discretion of its Governing Board, donate or loan materials and or services to the Corps. The Corps reserves the right to accept or decline without obligation, any item or service offered as a donation, or loan by the Association or other parties.
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.
3. The Association agrees to comply with all regulations and provisions concerning donation to the Corps. Should the Corps accept a donation from the Association, it will be unencumbered.

B. Personnel.

1. The Association and the Corps shall each designate, in writing, an Association member or employee and a Corps' employee who will act as liaison for the purpose of implementing this agreement.
2. The Association will provide such personnel as are reasonably necessary to conduct, operate and manage its cooperative activities.
3. Corps employees may not serve in a voting capacity on the Governing Board, or as a Treasurer for the Association. Corps employees may serve in an advisory capacity on the Association's Governing Board, or committees. Corps employees 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 employees may join and participate in membership activities.
4. The Corps will orient all Association 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. Association staff and volunteers involved in visitor contact will receive additional orientation in regard to interpretive services and be able to provide interpretive and educational 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. Association employees and volunteers will wear a name tag that identifies them as an Association employee or volunteer.

7. RESTORATION.

On or before the date of the expiration of this Agreement, the Association shall vacate the premises, remove its property therefrom, and restore the premises to a condition satisfactory to the Corps authorized representative. If, however, this Agreement is terminated or revoked, the Association shall vacate the premises, remove its property therefrom, and restore the premises as aforesaid within such time as the Corps authorized representative may designate. In either event, if the Association shall fail or neglect to remove its property and so restore the premises, then its property shall become the property of the United States without compensation therefor, and no claim for damages against the United States, or its officers or agents, shall be created by or made on account thereof.

8. 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.

9. MODIFICATIONS AND AMENDMENTS.

Modifications and amendments to this Agreement may be undertaken upon the mutual written consent of the Corps and the Association's Board of Directors.

10. MISCELLANEOUS.

A. The rights and benefits conferred by this Agreement shall be subject to the laws of the United States governing the Corps 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. The Association agrees that all its activities shall be conducted in accordance with all applicable laws and regulations, both State and Federal.

IN WITNESS WHEREOF, the Association has caused this Agreement to be executed this 14 day of Sept, 2011.

DISCOVER YOUR NORTHWEST

BY 

Jim Adams
Executive Director

IN WITNESS WHEREOF, the Corps has caused this Agreement to be ratified this 22nd day of Sep, 2011.

**UNITED STATES ARMY CORPS
OF ENGINEERS**

BY 

Grant Officer