

COOPERATIVE AGREEMENT BETWEEN THE U.S. ARMY CORPS OF ENGINEERS AND THE UKIAH VALLEY TRAIL GROUP

This Cooperative Agreement (hereinafter "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 the "Corps"), operating through the District Engineer and the Ukiah Valley Trail Group (hereinafter referred to as the "Association"), operating through their Executive Director.

WITNESSETH, THAT:

WHEREAS, the Corps operates Lake Mendocino in Ukiah, California for public recreation, water supply, flood control, environmental stewardship, and the understanding of the Corps mission at Lake Mendocino;

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

WHEREAS, the Corps operates its Natural Resource Management 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 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 Lake Mendocino;

WHEREAS, the Corps and the Association mutually recognize there are significant national public benefits to the Lake Mendocino Recreation Area which uses appropriate techniques to support the Corps mission and goals including: education, perpetuation of national pride, preservation of natural heritage, safety, and enjoyment of the people of the United States;

WHEREAS, the Corps' natural resource management program fosters the stewardship of our natural and cultural environment;

WHEREAS, the Association has as its purpose the support of Lake Mendocino and the Corps mission for the public's benefit and education, and the Association intends to assist the Corps in its activities at Lake Mendocino through the use of volunteers, staff, programs, exhibits, displays, services and materials at the Lake Mendocino Recreation Area;

WHEREAS, the Association has the authority to assist the Corps in its presentation of the natural, cultural, historical and project-related features of Lake Mendocino through programs, exhibits, services and materials;

WHEREAS, the Corps has authority, pursuant to section 4 of the Flood Control Act of 1944, Pub. L. No. 78-534, 58 Stat. 887, as amended, to permit the maintenance and operation of recreation facilities at water resources development projects by local interests and may enter into leases or licenses with non-profit organizations for park and recreational purposes;

WHEREAS, the Corps has the authority, pursuant to the Federal Water Project Recreation Act of 1965, Pub. L. No. 89-72, 79 Stat. 213; the National Historic Preservation Act of 1966, Pub. L. 89-665, 80 Stat. 915, as amended; the National Environmental Policy Act of 1969, Pub. L. 91-190, 83 Stat. 852; and the Archaeological Resources Protection Act of 1979, Pub. L. 96-95, 93 Stat. 721, as amended, to provide natural resources management programs, activities and interpretive functions;

WHEREAS, the Corps has the authority, pursuant to section 225 of the Water Resources Development Act of 1992, Pub. L. No. 102-580, 106 Stat. 4797, as amended, 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 contributions of funds, materials, and services from nonprofit organizations for the same; and

WHEREAS, the Corps wishes to accept and the Association wishes to provide the hereinafter described interpretive services, recreational services, educational services, environmental services, volunteer services, contributed funds, materials, supplies, and personal property to enhance the experiences of the visiting public and support the mission of the Corps at Lake Mendocino;

NOW, THEREFORE, the parties agree as follows:

1. The Corps authorizes the Association to provide, and the Association agrees to provide, the hereinafter described services to the visiting public and/or 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 the Corps facilities at the Lake Mendocino Recreation Area, including but not limited to the Visitor Center, Egg Collection Facility, and Campground Entrance Stations, 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 general and routine maintenance when incidental to the normal operation of the facility by the Corps and does not interfere with the Corps' mission.

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

3. A separate real estate license will be granted to the Association for use of the government owned real property. The instrument 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 of California. Nonprofit 501(c)(3) status must be maintained in accordance with the state and Federal laws. The Association will make available for inspection, at the request of the Corps, documents demonstrating nonprofit status.

2. This agreement will automatically terminate if nonprofit 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 the activities under this Agreement.

4. 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.

B. Association Activities.

1. The Association may offer services and resources which support the mission of Lake Mendocino and the Corps. This includes assisting, planning, designing, and implementing programs, projects, sales, exhibits, and services to support public understanding and appreciation of the mission. The Corps reserves the right to accept or decline, without obligation, any contribution by the Association.

2. The Association 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, appreciation and enjoyment of the natural history, cultural, historical, recreational, and project related features of Lake Mendocino and the Corps.

b. Assist in the development and improvement of interpretive and educational materials including signs, exhibits, materials, and audio/visual aids.

c. Assist in all practical ways the interpretive, educational and community programs of Lake Mendocino and the Corps for the benefit of the American public.

d. Assist with interpretive and educational projects that increase visitor understanding and appreciation of the natural history, cultural, historical, and man-made features of the Lake Mendocino area and the Corps of Engineers.

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

f. Assist in all practical ways the environmental stewardship and recreational programs of Lake Mendocino and the Corps for the benefit of the American public.

g. Promote family-friendly activities.

h. Acquire funding through donations, grants and other financial means to support the mission of Lake Mendocino and the Corps.

i. Support National Public Lands Day, volunteer work days, and special events sponsored by Lake Mendocino.

j. Support efforts to protect and promote understanding of the threatened Steelhead, endangered Coho Salmon including the Egg Collection Facility, Don Clausen Fish Hatchery, and habitat restoration.

k. Support efforts to protect and promote understanding of the recreation program at Lake Mendocino including the Quagga/Zebra Mussel boat inspection program and the water safety program.

l. Support the Corps Volunteer Program. Will seek to help with recruitment and retention of volunteers to support the missions of Lake Mendocino and the Corps.

C. Sales Option

1. As part of this agreement, the Association may operate a sales area on a continuous or intermittent basis.

2. The Association is hereby authorized to sell, rent, and distribute products and services that directly relate to enhancing the mission of Lake Mendocino and the 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, for rent, and for 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 Engineer or his/her authorized representative. The Association will sell items at fair-market value and prices of said items will be submitted and approved in writing, in advance, by the District Engineer or his/her authorized representative.

5. The Association will not sell any original artifacts, sacred items or antiquities to which the Archeological Resources Protection Act of 1979, Pub. L. 96-95, 93 Stat. 721, 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 and rental items in good taste and in keeping with the general design and décor of the facility which houses the sales and rental area.

7. Association sales and rentals are restricted to a location(s) approved by the Corps, which will 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 calendar year) a complete financial report to the Corps which 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 PERSONNEL RESPONSIBILITIES

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

- B. The Association will provide such personnel that 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 Association with nominal duties, including sales.
- C. 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.
- D. The Corps will orient all Association personnel, staff, and volunteers with regard to Corps rules, regulations, and requirements, particularly with regard to the visitor center and facilities, safety, and appropriate emergency procedures. Association 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.
- E. 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 mutual written consent of the District Engineer for the Corps and the Board of Directors of the Association.

7. DURATION

This Agreement shall be effective for five years commencing on the day following the execution of this Agreement by the Corps. This Agreement will automatically renew for another five years commencing on the day five years after the day following the execution of the Agreement, 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 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 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. If a lease is needed in order for this Agreement to be implemented, the language of the lease agreement shall be followed should there be a conflict between the language of the terms of this Agreement and the language of the lease agreement. If the lease is subsequently cancelled or terminated, the provisions of this Agreement shall be considered to be null and void.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the San Francisco District Engineer.

U.S. ARMY CORPS OF ENGINEERS UKIAH VALLEY TRAIL GROUP

BY: 
John C. Morrow
Lieutenant Colonel, US Army
District Engineer

BY: 
Neil Davis
Executive Director

DATE: 11 August 2015

DATE: 7/20/2015