

**COOPERATING ASSOCIATION AGREEMENT BETWEEN THE
U.S. ARMY CORPS OF ENGINEERS AND THE
FRIENDS OF BURNSVILLE LAKE, INC**

This Agreement is for the mutual benefit of both parties and is between the United States Army Corps of Engineers, Huntington District (hereinafter referred to as "USACE") and the Friends of Burnsville Lake, Inc. (hereinafter referred to as the "FOBL"), acting through the Chairman of the Board of Directors or the Board's designee.

WITNESSETH:

WHEREAS, USACE operates the Bulltown and Riffle Run Campgrounds, as well as the Day-Use Areas at Burnsville Lake, West Virginia, for public recreation and the understanding of the USACE mission at Burnsville Lake; and,

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

WHEREAS, USACE operates its program for the benefit of the public. The public requires information and facilities for the safe and appropriate use of USACE 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 USACE, its mission and activities in and around Burnsville Lake as well as the archaeological, natural and cultural history of the area; and,

WHEREAS, USACE and the FOBL mutually recognize there are significant national public benefits for the public by acting as a resource to provide support to the USACE goals for education, perpetuation of national pride, preservation of national heritage, safety, and enjoyment of the people of the United States; and,

WHEREAS, the FOBL's purpose is to be a resource to the USACE and the general public with respect to recreational, conservational, ecological, historical, and natural resources of the Burnsville Lake.; and

WHEREAS, the FOBL has the authority to assist the USACE in its presentation of natural, cultural, and historical information and provide activities that further the goals and purposes of the USACE in compliance with all regulations; and,

WHEREAS, USACE has authority, pursuant to Section 4 of the 1944 Flood Control Act, 16 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;

WHEREAS, USACE 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;

WHEREAS, any revenues collected from the Association's activities, memberships, sales of publications and materials, as part of this agreement will be used to support the continued operations of the FOBL and USACE management efforts as detailed in this agreement.

WHEREAS, the USACE wishes to accept and the FOBL wishes to provide the described educational and recreational services to the visiting public within boundaries of Burnsville Lake.

NOW, THEREFORE, the parties agree as follows:

1. USACE authorizes the FOBL to provide, and the FOBL agrees to provide, the hereinafter described interpretive and educational services; and/or recreational services, and/or maintenance services to the visiting public.

2. USACE RESPONSIBILITIES

A. Timely Review and Approval

USACE agrees to review and give necessary approvals or disapprovals in a timely manner to the FOBL for all proposals, programs, special events, suggestions, and other activities that the FOBL might wish to engage in.

B. Use of Government Facilities

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

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

3. USACE agrees to allow the FOBL to use the public recreation areas at Burnsville Lake to make contact with the visiting public and to hold activities, programs, and special events approved by the Corps.

3. FOBL RESPONSIBILITIES

A. Corporate Requirements

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

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

3. The FOBL 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 FOBL in connection with 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 Combined Single Limit of \$1,000,000.00, whichever is greater, for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, property damage, or both, suffered or alleged to have been suffered by any person or persons, resulting from the operations of the FOBL under the terms and conditions of this permit, and the FOBL shall require its insurance company to furnish to the District Engineer a copy of the policy or policies. The District Engineer shall have the right to review and revise the amount of minimum liability insurance coverage required. The FOBL 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 FOBL in connection with activities under this Agreement.

4. The FOBL 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. SUPPORT ACTIVITIES AND SERVICES

1. The FOBL may offer educational and interpretive services which support the mission of USACE and/or the project. This includes assisting, planning, designing, implementing, and conducting educational and recreational programs, activities, and exhibits.

2. The FOBL will cooperate with USACE in the following activities:

a. Produce and make available to visitors by sale or free distribution, suitable educational literature and aids to increase the visitors understanding and appreciation of the natural history, cultural, historical, and man-made features of the project area and the 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 exhibitory or programs at Burnsville Lake and assist in preservation programs as appropriate.

c. Assist in the development and improvement of interpretive devices, and educational materials including signs, exhibits, and other materials.

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 USACE for the benefit of the American public.

f. Support the design and construction of visitor amenities or related interpretive exhibits; rehabilitation of existing exhibits; and design and construction of other facilities and structures necessary for the development of the Burnsville Lake Project that are consistent with the Corp's mission and approved purposes according to the Master Plan and project authorities.

g. Prepare jointly with USACE an Annual Activities List which will define the goals and/or projects that the FOBL and USACE agree to pursue for the upcoming year. This list will be reviewed, updated, and signed each year by the Parties' representatives.

C. SALES OPTION

1. As part of this Agreement, the Association may:

a. Operate a sales area on a continuous or intermittent basis;

a. Conduct fundraising for educational and recreational programs or research;

b. Solicit donations of money, goods, and services;

c. Operate donation boxes at USACE facilities and use the money for recreation, and program improvements approved by USACE;

d. Sponsor special events and collect fees in conjunction with the events while adhering to USACE policy on special events and activities;

e. Provide concession services when and where it is appropriate. All concession services must be approved in advance by the Resource Manager.

2. The FOBL is hereby authorized to sell and/or distribute interpretive, educational, and recreational items and other objects directly related to the interpretive, educational, and recreational themes of the project, region and USACE.

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

4. The FOBL will sell only items that are appropriate and of high quality. The FOBL will sell items at their fair market value and price. The FOBL may only sell items that have been approved in advance and in writing by USACE.

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

6. The FOBL 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 USACE, which will always be kept clean and presentable.

D. FISCAL MANAGEMENT

1. The FOBL 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 FOBL shall annually submit (within 60 days following the end of each federal fiscal year) a complete financial report to USACE which includes a written summary of FOBL activities for the year.

3. USACE may review the fiscal records of the FOBL at any time during the term of this Agreement.

4. The FOBL will supply to the Corps monthly reports showing number of activities, programs, and events along with number of participants and volunteer hours.

5. Any revenues collected from FOBL activities, memberships, or sales of publications and materials as part of this agreement, must be used to support either the operation of FOBL or those activities and efforts outlined in this agreement.

4. JOINT RESPONSIBILITIES

A. Donation of Interpretive Services or Materials.

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

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

3. USACE may supply materials to the FOBL to distribute at their events. Materials will be supplied to the FOBL whenever they are available. The materials may consist of educational items such as water safety items, trail maps, lake maps, camping information, and other material promoting the USACE mission.

B. PERSONNEL

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

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

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

4. USACE will orient all FOBL personnel, staff and/or volunteers about USACE rules, regulations, and requirements, particularly regarding the project and facilities, safety, and appropriate emergency procedures. FOBL staff and volunteers involved in visitor contact will receive additional orientation. All orientation will be conducted prior to assumption of duties.

5. FOBL employees, or volunteers may not wear the USACE uniform, to include the USACE volunteer uniform, or items of clothing that resemble such uniforms. Employees and volunteers of the FOBL, when working at duties that bring them into contact with the public, will wear visible identification that identifies them as an FOBL 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 FOBL 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 the mutual written consent of the District Commander for USACE and the Board of Directors of the FOBL.

7. DURATION

This agreement shall be effective for five (5) 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, at any time upon written notice. Prior to giving such notice, USACE will meet with the FOBL 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 USACE.

B. This Agreement in no way obviates the responsibilities of USACE, or the FOBL as may be required by a Lease Agreement. In situations where the FOBL leases facilities or areas from USACE, this Agreement would automatically become null and void upon the termination or cancellation of the Lease Agreement.

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

IN WITNESS WHEREOF, the FOBL has caused this agreement to be executed this

7 day of April, 2026.

FRIENDS OF BURNSVILLE LAKE, INC

By Sherry L. Ratliff
Sherry Ratliff
President

IN WITNESS WHEREOF, USACE has caused this agreement to be ratified this

_____ day of _____, 20____.

UNITED STATES ARMY CORPS OF ENGINEERS

By _____
Phillip J. Valenti
COL, EN
Commanding