

COOPERATING ASSOCIATION AGREEMENT BETWEEN THE
UNITED STATES ARMY CORPS OF ENGINEERS AND THE
BULLTOWN HISTORICAL ASSOCIATION

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 the "Corps") and the Bulltown Historical Association (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 Bulltown Historical Area at Burnsville Lake, West Virginia, for public education and the understanding of the Corps mission at Burnsville Lake; and,

WHEREAS, The Corps achieves its operational goals for cultural and natural resource management through a wide range of activities, programs and events; and,

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 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 Burnsville Lake as well as the archaeological, natural and cultural history of the area; and,

WHEREAS, The Corps and the Association mutually recognize there are significant national public benefits to a historical area which uses interpretive techniques and supports the Corps goals for education, perpetuation of national pride, preservation of national heritage, water safety, and enjoyment of the people of the United States; and,

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

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 Bulltown Historical Area through programs, exhibits and materials; and

WHEREAS, the Corps wishes to accept and the Association wishes to provide the hereinafter described interpretive and educational services to the visiting public at the Bulltown Historical Area, which is within boundaries of Burnsville Lake.

NOW, THEREFORE, the parties agree as follows:

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

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 activities, require the use of Corps facilities at the Bulltown Historical Visitor Center, the Corps agrees, that in recognition of the services the Association is contributing to the public, 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 government would normally require for 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 that the Association is contributing to the public.

3. Access to the public use areas. The Corps agrees to allow the Association to use the public recreation areas at the Bulltown Historical Area of Burnsville Lake to make contacts with the visiting public and to hold interpretive programs, special events and other activities approved by the Corps.

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 on an annual basis.

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. 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 Association under the terms and conditions of this permit, and the Association shall require its insurance company to furnish to the District Commander a copy of the policy or policies. The District Commander shall have the right to review and revise the amount of minimum liability insurance coverage required. 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.

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. Interpretive and Event Activities.

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

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 and appreciation of the natural history, cultural, historical, and man-made features of the project area and the Corps.

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 Corps historical center 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 for the benefit of the American public.

3. Support the design and construction of the visitor center, museum, or related interpretive exhibits; rehabilitation of existing exhibits; and design and construction of other facilities and structures necessary to complete the development of the Bulltown Historic Areas, when use of those facilities is consistent with the association's purposes and according to the Bulltown Historical Interpretive Plan.

C. Sales Option.

1. As part of this Agreement, the Association may operate a sales area on a continuous or intermittent basis located within the Bulltown Historical area.

- a. Can conduct fundraising for interpretive, educational and research programs
- b. Solicit donations of money, goods and services
- c. Operate donation boxes at USACE facilities and use the money for recreation, NRM programs improvements and Historical Area.
- d. Sponsor special events and collect fees in conjunction with the events.
- e. Provide concession services where appropriate.

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 Bulltown Historical Area. The Corps may request the Association to sell specific items of interpretive value. The association may only sell items that have been approved in advance and in writing by the Corps. Restrictions may apply to the location of sales, and locations shall be approved by the Corps.

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

4. 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.

5. 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.

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

7. The Association can apply and receive grants, for which federal agencies may not be eligible.

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 60 days following the end of each fiscal 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. The Association will supply to the Corps monthly reports showing number of demonstrations, clinics, and events along with number of participants and volunteer hours.

4. JOINT RESPONSIBILITIES.

A. Donation of Interpretive Services or Materials.

1. The Association may, at the discretion of its Board of Directors, loan materials and/or 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.

3. The Corps will supply interpretive material to the association to distribute at their events. This material will be supplied to the Association whenever material is available. The material may consist of educational items such as water safety items, trail maps, lake maps, camping information, and other material promoting the Corps' mission.

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.

3. Corps personnel may not serve in a voting capacity on the board of directors, 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 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. 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 years commencing on the day following the ratification of this agreement by the Corps. 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 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 Lease Agreement. In situations where the Association 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. The Association agrees that all its activities shall be conducted in accordance with all applicable laws and regulations, both state and Federal. The Association furthers agrees to follow and comply with all Department of the Army policies and regulations and the Association understands that failure to do so will result in the termination of this Agreement.

IN WITNESS WHEREOF, the Association has caused this agreement to be executed this
7th day of September, 20 20.

BULLTOWN HISTORICAL ASSOCIATION

By Charles R. "Sam" Haupt
Chairperson, Board of Directors

IN WITNESS WHEREOF, The Corps has caused this agreement to be ratified this
14th day of August, 20 20.

UNITED STATES ARMY CORPS OF ENGINEERS

By [Signature]
District Commander

CORPORATE CERTIFICATE

I, Robin Carpenter, certify that I am the Secretary of
(Name) (Title)

Bulltown Historical Associataion; that Charles R "Sam" Krafft who signed the
(Name of Corporation) (Name of Corporate Officer)

foregoing instrument on behalf of the corporation was then President of the
(Title of Corporate Officer)

corporation. I further certify that the said officer was acting within the scope of the powers

delegated to this officer by the governing body of the corporation in executing said instrument.

Date Robin L. Carpenter
Corporate Secretary or other appropriate officer

September 7, 2020

(Excluding the officer executing the instrument)

{Corporate Seal}

February 23, 2020

Bulltown Historical Association

Board of Directors

President - Sam ~~Kraft~~ *Krafft*

Vice President – Scottie Cogar

Secretary /Reporter – Robin Carpenter

Treasurer – Teresa Cogar

Sargent of Arms – Bob Elliot

Historian – Shane Davis

Mission Statement

The Mission of the Bulltown Historical Association is to further educate the public at large about the history of, and provide additional historic inventory to the museum and workshops to the Bulltown Historical area. Also, to provide a scholarship to a deserving high school or current college student.