

COOPERATING ASSOCIATION AGREEMENT BETWEEN THE  
U.S. ARMY CORPS OF ENGINEERS AND THE  
ACTIVE SOUTHERN WEST VIRGINIA COOPERATIVE ASSOCIATION

This Agreement is for the mutual benefit of both parties and is between the United States Army Corps of Engineers, SUMMERSVILLE LAKE- LRH (hereinafter referred to as the "Corps") and the ACTIVE SOUTHERN WEST VIRGINIA INC (hereinafter referred to as the "Association"), acting through the Chairman of the Board of Directors or the Board's designee.

WHEREAS. The Corps and the Association mutually recognize there are significant national public benefits to an outdoor recreation demonstration 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.

Whereas, the Corps wishes to accept and the Association wishes to provide outdoor recreation interpretive and educational services to the visiting public at the Summersville 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 outdoor recreation 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. Access to Public Use Areas: The Corps agrees to allow the Association to use the public recreation areas at Summersville Lake to make contacts with the visiting public.

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 or request by the Corps official.

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 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.

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 the Lake. 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:

- Perform demonstrations on proper technique and safety issues that are involved with Paddle Boards, Mountain Biking and Trail Hiking. These demonstrations will be performed several times through the summer recreation season. Scheduled times will be posted around the project to give notice to visitors. These demonstrations will be performed at no cost to the public or Corps.
- Perform Clinics as needed for more advanced techniques involved with Paddle Boards, Mountain Biking and Trail Hiking. Clinics dates and locations will be approved by the Corps including any customer fees that may be required to off-set costs.
- Schedule family oriented events, some of which may require a participant registration fee to off-set costs. The event dates and times will be approved

by the Corps authorized representative. Potential events may include triathlons, paddle board races, Mountain bike race, ETC.

- Provide free distribution of suitable interpretive and educational literature and aids to increase the visitors understanding and appreciation of the Lake area, the Association's mission, and/or water safety.
- Assist in the development and improvement of recreation facilities with emphasis on interpretive materials, signs, exhibits, and audio-visual aids for outdoor recreation.
- Assist in the coordination of professional demonstration, training opportunities and special events associated with the Association's mission.

#### C. Sales Option

1. The Association is authorized to sell certain items related to the demonstrations and educational programs that they provide. Examples of items that may be sold include paddle boarding/boating accessories, life jackets, paddles and hiking and biking accessories. 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. The sale of these items may only take place during the associations scheduled event or demonstration.

2. The Association shall make efforts to ensure that their operations and advertisements do not appear commercial in nature, and do not dominate the area, and are conducted solely for the benefit of their non-profit organization.

3. Association activities and events that may conflict or compete with the operations of licensed concessionaires at Summersville Lake may be prohibited or denied by the Corps.

#### D. Fiscal Management.

1. The Association shall annually submit (within 45 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.

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

3. 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 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.

2. The material will 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 cooperative activities.

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. Corps personnel may participate in the clinics, demonstrations and events.

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 or his authorized representative 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.

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

14th day of January, 2019.

ACTIVE SOUTHERN WEST VIRGINIA INC

By Melanie Seiler  
Executive Director

IN WITNESS WHEREOF, The Corps has caused this agreement to be ratified this

5th day of February, 2019.

UNITED STATES ARMY CORPS OF ENGINEERS

By [Signature]  
District Commander

## **APPENDIX**

## **ACTIVE SOUTHERN WEST VIRGINIA**

### **ACTIVE SWV**

#### **Vision**

Transform southern West Virginia into a physically active community by embracing and celebrating an active lifestyle.

In partnership with industries, families, schools, government administrators, businesses and their employees as well as healthcare professionals, Active SWV will advocate for southern West Virginians who deserve an attractive and vibrant place to live where safe opportunities to walk, run, dance, bike and work out abound.

Active SWV will facilitate and promote new and existing sporting events e.g. fun walks/runs, 5ks, half marathons, biking and team events, as well as creating alternative-sports activities, in order to increase sports tourism in our region.

A happy and healthy community will attract new businesses and jobs. Active SWV's overall goal is to improve the health of all southern West Virginians by providing opportunities for active lifestyles. This goal will help diversify our region's economic development by attracting businesses that are looking for a community where living a healthy, active lifestyle is a priority.





## Community Captains

Community Captains are champions of their communities who want to lead others to healthier and active lifestyles. Through volunteering they remove barriers that prevent people from being active by providing free weekly and monthly physical activity programs in their communities. Activities range from beginner-friendly walking and running groups to tai chi and yoga.



## Kids Run Clubs

Active SWV Kids Run Clubs help participants develop an enjoyment and understanding of exercise, while learning healthy habits for life. Run Clubs are hosted at schools across Fayette, Raleigh, Nicholas, and Summers Counties. The program is accessible to all children with no cost to the participant or school. Interested teachers, faculty, family members, or community members can be trained by Active SWV to lead the program as "Run Club Coaches."



## Workplace Wellness

Employers in Southern West Virginia can improve the health of their employees by participating in the Active SWV Workplace Wellness program. Many people spend a significant portion of their lives at work, which is why it is imperative workplaces prioritize health initiatives that are simple, inexpensive, and long-lasting.



## Active SWV Bike/Walk

By rethinking the region's infrastructure to support active lifestyles, Southern West Virginians can improve their health and wellness with more opportunities to get outside and exercise, while increasing economic activity and job creation. Active SWV Bike/Walk is committed to making walking and biking safe, fun and convenient while providing a network of accessible hiking trails and fitness trails.

**We invite you to join us in our free physical activity programming! Please also mark your calendars for our signature events including the Active SWV Family Triathlon in June and Active SWV Bridge Day 5 K in October.**



[www.activeswv.org](http://www.activeswv.org)



[info@activeswv.com](mailto:info@activeswv.com)



304.254.8488



[www.facebook.com/activeswv](https://www.facebook.com/activeswv)



[www.instagram.com/activeswv](https://www.instagram.com/activeswv)



[www.activeswv.org/events](http://www.activeswv.org/events)

## Active SWV Board of Directors



William E. Massey, Jr. - Board Chair

Phone: 804-218-8880, Email: [wemassey@activeswv.org](mailto:wemassey@activeswv.org)



Joe Brouse - New River Gorge Regional Development Authority

Phone: 304-228-3121, Email: [jbrouse@nrgrda.org](mailto:jbrouse@nrgrda.org)



Gary Morefield - Raleigh County Bicycle Club

Phone: 304-573-9762, Email: [garymorefield@suddenlink.net](mailto:garymorefield@suddenlink.net)



Eloise Elliott - WVU College of Physical Activity and Sports Science

Phone: 540-392-5554, Email: [eloise.elliott@mail.wvu.edu](mailto:eloise.elliott@mail.wvu.edu)

(No picture)

Jane Sutphin - Raleigh County Schools

Phone: 304-222-6060, Email: [jdsutphi@k12.wv.us](mailto:jdsutphi@k12.wv.us)



Adam Stephens - Marathon Bicycle Company

Phone: 304-237-1053, Email: [adam3789@aol.com](mailto:adam3789@aol.com)



Kate Miller - Ansted Middle School-Physical Education  
Phone: 304-640-8011, Email: [millerk\\_17@yahoo.com](mailto:millerk_17@yahoo.com)



Cindy Whitlock - New River Health Association  
Phone: 304-640-2295, Email: [cindy.whitlock@nrhawv.org](mailto:cindy.whitlock@nrhawv.org)



Levi Moore – Active SWV Community Captain  
Phone: 304-719-1490, Email: [lmoore30@gmail.com](mailto:lmoore30@gmail.com)



David Sibray - Sibray Public Relations  
Phone: 304-575-7390, Email: [dsibray@gmail.com](mailto:dsibray@gmail.com)



Rene Moore - Wellington Advisors  
Phone: 304-860-5124, Email: [rmoore520@gmail.com](mailto:rmoore520@gmail.com)



Michelle Rotellini - United Way of SWV  
Phone: 304-253-2111, Email: [mrotellini@unitedwayswv.org](mailto:mrotellini@unitedwayswv.org)



Mick Bates - BodyWorks Physical Therapy-Delegate  
Phone: 304-255-2376, Email: [mick07@bodyworkshfr.com](mailto:mick07@bodyworkshfr.com)

(No picture)

Austin Caperton - WV Department of Environmental Protection  
Phone: 304-923-1126, Email: [austin@caperton.biz](mailto:austin@caperton.biz)



Kay Bess - retired: Visit Southern West Virginia Tourism  
Phone: 304-640-2178, Email: [kay\\_bess@yahoo.com](mailto:kay_bess@yahoo.com)

CORPORATE CERTIFICATE

I, WILLIAM E. MASSEY, certify that I am the BOARD CHAIRMAN of  
(Name) (Title)  
ACTIVE SOUTHERN WEST VIRGINIA; that MELANIE SEILER who signed the  
(Name of Corporation) (Name of Corporate Officer)  
foregoing instrument on behalf of the corporation was then EXECUTIVE DIRECTOR 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 01-7-19

Joe B. [Signature]  
Corporate Secretary or other appropriate officer  
(Excluding the officer executing the instrument)

{Corporate Seal}

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:

NOV 24 2014

ACTIVE SOUTHERN WEST VIRGINIA INC  
C/O WILLIAM MASSEY  
116 N HERBER ST STE B  
BECKLEY, WV 25801

Employer Identification Number:

47-1605904

DLN:

17053317347004

Contact Person:

JOAN C KISER

ID# 31217

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

December 31

Public Charity Status:

170(b)(1)(A)(vi)

Form 990 Required:

Yes

Effective Date of Exemption:

July 30, 2014

Contribution Deductibility:

Yes

Addendum Applies:

No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://www.irs.gov/charities). Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,



Director, Exempt Organizations

Letter 947



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/03/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## PRODUCER

West Virginia Board of Risk & Insurance Management  
1124 Smith Street Suite 4300  
Charleston, WV 25301

## CONTACT

NAME: \_\_\_\_\_  
PHONE (A/C No. Ext): 304-766-2646 FAX (A/C No.): 304-558-6004  
E-MAIL: brim.underwriting@wv.gov  
ADDRESS: \_\_\_\_\_

## INSURER(S) AFFORDING COVERAGE

## NAIC #

INSURER A: National Union Fire Co of Pittsburgh PA 19445

## INSURER B:

## INSURER C:

## INSURER D:

## INSURER E:

## INSURER F:

## INSURED

ACTIVE SOUTHERN WEST VIRGINIA INC  
116 N HEBER STREET

BECKLEY

WV

25801

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSPD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> WRONGFUL ACT <input checked="" type="checkbox"/> PROFESSIONAL GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____		L 4750	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 250,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ INCLUDED GENERAL AGGREGATE \$ NONE PRODUCTS - COM/OP AGG \$ NONE
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		L 4750	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED   RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y/N <input type="checkbox"/> N/A	L 4750 STOP GAP	07/01/2018	07/01/2019	PER STATUTE   OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SUBJECT TO THE PROVISIONS, CONDITIONS AND EXCLUSIONS OF THE POLICIES LISTED ABOVE, IT IS AGREED THAT THE CERTIFICATE HOLDER IS AN "ADDITIONAL INSURED" WITH RESPECTS TO: USE OF FACILITIES THROUGHOUT POLICY PERIOD FOR VARIOUS ACTIVITIES.

## CERTIFICATE HOLDER

SUMMERVILLE LAKE HUNTINGTON  
DISTRICT ARMY CORPS OF  
ENGINEERS  
2981 SUMMERVILLE LAKE ROAD  
SUMMERVILLE WV 26651

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

## AUTHORIZED REPRESENTATIVE

M. Duke

