

**PHILANTHROPIC PARTNERSHIP AGREEMENT**  
**Between the**  
**NATIONAL PARK SERVICE,**  
**HOPEWELL FURNACE NATIONAL HISTORIC SITE**  
**And the**  
**FRIENDS OF HOPEWELL FURNACE**

This Philanthropic Partnership Agreement (Agreement) is entered into between the National Park Service (NPS), a Bureau of the U.S. Department of the Interior (DOI), and The Friends of Hopewell Furnace (FHF) collectively referred to in this Agreement as the “Parties” to provide the legal and policy framework supporting the achievement of mutual goals and funding needs at Hopewell Furnace National Historic Site (HOFU).

The NPS recognizes private philanthropy as both a noble tradition for establishment and support of national parks and a vital element of the success of today’s National Park System. A number of national parks exist because motivated citizens contributed time, talent, and funds to create them. Gifts of land or easements have helped establish or enlarge many parks. Donated artifacts enrich park stories in visitor centers and museums across the nation. Philanthropic support helps fund trail improvements, park improvements, youth programs, interpretation, site and species recovery, and other critical park functions.. Philanthropy offers people opportunities to participate actively in the creation and care of their national parks in the 21st century. The NPS embraces philanthropic support as a key strategy for stewardship of the parks and programs entrusted to our care. The NPS and partners promote partnerships as a way to accomplish mutual goals, leverage resources, increase productivity and collective competencies, and nurture a supportive and collaborative culture for the benefit of parks and the public.

**I. Background**

The NPS is charged with the responsibility to administer the National Park System of the United States, which contains areas and programs reflecting the natural, cultural and historical heritage of the Nation. The NPS mission is to preserve and manage these areas and programs for the benefit and inspiration of all the people of the United States, and to cooperate with partners to extend the benefits of natural and cultural resource conservation and outdoor recreation throughout this country and the world.

The purpose of HOFU is to preserve the charcoal fueled furnace, Ironmaster’s House and other resources that define the natural and cultural landscapes known as Hopewell Furnace, to interpret and share the history of Hopewell and its people and to provide for the public enjoyment through a range of learning and recreational opportunities. HOFU was established by Department of the Interior Order Designating Lands to Comprise Hopewell Village National Historic Site, August 3, 1938 (# F.R. 2039).

HOFU has identified the need for support for preservation and operation of the Park. Although Congress provides for the base line budget for Park operations, FHF enhances the activities and provides for greater visitor enjoyment and understanding.

The FHF is a private, non-profit membership organization and tax exempt corporation as described in Section 501 (c) (3) of the Internal Revenue Code of 1986, as amended, incorporated and doing business under the laws of the Commonwealth of Pennsylvania. The mission of the FHF is to support the operation, preservation and interpretation of the resources of HOFU. FHF was established in 1994 and incorporated in 1996. Annually, the FHF has assisted the National Park Service in carrying out the goals of HOFU to protect and preserve the landscape known as Hopewell Furnace and to provide for its enjoyment by this and future generations through supporting special events, maintain the gardens, the collections, the library, the costumes, educational activity and interpretation.

The FHF will support the interpretation, preservation, and other activities that carry out the mission of HOFU. HOFU encourages the FHF in its efforts to benefit the NPS. The benefits derived from the Agreement are consistent with the intent of the Secretary of the Interior authorizing HOFU to be part of the National Park Service system.

Together, Hopewell Furnace NHS and the Friends of Hopewell Furnace shall accomplish the following under the scope of this Agreement:

- Promote this relationship as a way of accomplishing mutual goals pursuant to the Agreement, and recognizing the partnership as a way of leveraging scarce resources so that, together, more is accomplished than either party could do on its own.
- Increase partnering skill and management capacity and motivate NPS and the FHF to develop a supportive and collaborative culture for the benefit of the park resources and public.
- Increase productivity and collective competency by building on successes and expanding capacities for future achievement.
- Commit energy, people and resources to goals of mutual interest, as identified in the Annual Work Plan. Attachment A.
- Expedite decisions and agreement considered vital to the parties' mutual goals to this Agreement.
- Parties agree that the HOFU Superintendent, or his/her designee, shall be a non-voting liaison to the Board of the FHF.

## II. Legal Authority

The NPS enters into this Agreement pursuant to 54 U.S.C. §§ 100101 (the NPS Organic Act), which authorizes the NPS to take actions in furtherance of the NPS

mission; 54 U.S.C. § 102503, which authorizes the NPS to accept donations and bequests of money or other personal property; and 54 U.S.C §101701, which authorizes the Secretary to enter into agreements with individuals and entities to share costs and services in support of NPS projects.

The Philanthropic Partner enters into this Agreement as a nonprofit corporation organized under the Pennsylvania Nonprofit Corporation Law of 1988, as amended, 15 pa. c.s.a. §§ 5101 – 6162. The Friends of Hopewell Furnace NHS enters into this agreement organized as a Non-Profit corporation as specified in the approved version of the Bylaws of the Friends of Hopewell Furnace dated June 11, 2017.

### **III. Responsibilities of the Parties**

Subject to the terms and conditions set forth in this Agreement:

- A. **Joint Responsibilities of the NPS and the Partner(s)**. The NPS and the Partner(s) shall:
1. Establish and maintain a collaborative relationship with the Partner(s) to accomplish mutually identified goals, leverage resources, implement philanthropically supported projects and encourage volunteerism in parks so that together more is accomplished than either party could do alone.
  2. Increase partnering skills and management capacity and motivate NPS staff and FHF Board members to develop a supportive and collaborative culture for the benefit of the park resources and the public.
  3. Expedite decisions and agreements considered vital to the Parties' mutual goals. Resolve any issues that arise as expeditiously as possible. Work together in good faith to resolve differences at the organizational level of the Key Officials listed in this Agreement prior to elevating matters within the Partner's organization, or appealing elsewhere within the NPS or the federal government.

4. Promote and utilize best practices relating to philanthropy and donor appreciation in all activities related to this Agreement, such as those expressed within NPS Director's Order #21 on Donations and Philanthropic Partnerships (DO#21), the DO#21 Reference Manual and the Donor's Bill of Rights. The Donor's Bill of Rights can be found here: <https://afpglobal.org/donor-bill-rights>. Work collaboratively for mutual development of philanthropic competencies and skills, including participation in training offered by the NPS or other organizations with philanthropic expertise. Other resources can be found in RM-21, Appendix C, Resources for Partnerships and Agreements
5. Submit materials that are intended for public distribution and that refer to the other Party or to the partnership or associated agreements, to the other Party for advance review and approval. This review is to ensure that information in all materials for public distribution is accurate, does not commit any Party to an inappropriate action or funding, and does not lead to false expectations for prospective donors or misrepresent NPS policy or Partner Bylaws.
  - a. Materials that require advance review and approval include, but are not limited to: Donation solicitation materials, website information, press releases, and brochures where the material references the relationship. Internal communications within the Park(s) or Program(s) or Partner(s) are not subject to this review.
  - b. The Parties may develop standard language that does not require approval beyond the initial approval. Where standard language has not been developed, the Parties will use best efforts to review, approve, or deny such materials within 30 business days of receipt. Each Party agrees that failure on its part to meet the (30) day target will serve as an automatic approval of that proposed language.
6. Agree that the Park Superintendent, or his/her designee, shall serve as a liaison to the Partner's Board of Directors. Where Partner(s) have relationships with multiple park(s)/program(s), one NPS representative should be assigned as liaison. For PPA's with other organizations, the Key Official listed in this document shall serve as the primary liaison to the Partner.
7. Jointly review proposed donations of funds and in-kind goods and services that are intended to be provided to the NPS to ensure that they meet NPS needs, requirements and specifications. These reviews should include the standards identified in DO#21 Section 5 (Donor Review).

Work collaboratively to implement and follow the NPS/Partner's Donor Review Process (Attachment B).

8. Follow NPS donor recognition guidelines, and implement jointly-developed NPS/ Partner Donor Recognition Plan or a Partner Donor Recognition Plan that has been developed in alignment with the Park's Donor Recognition Plan (Attachment C) (See RM-21, Chapter 8 for more information).
9. Agree that the NPS Partner(s) is/are authorized to raise funds for specific programs and projects, or general support, as specified in the Annual Work Plan. If the Philanthropic Partner intends to conduct a cause marketing campaign, or a campaign associated with a Partner Design and Construction Agreement, other requirements and separate agreements will apply (please see RM-21, Chapters 4 & 6).
10. Agree that NPS Partners which are nonprofit organizations are authorized to raise funds for internal administrative needs (such as staff salaries/benefits, office space and utilities, development of marketing materials, equipment/supply purchases, etc.) and that messaging associated with such fundraising will not imply those funds directly support the NPS.

**B. Responsibilities of the NPS.** The NPS shall:

1. Work together to encourage community relevance and engagement in shared stewardship of the Park.
2. Publicly recognize the FHF as an official Park philanthropic partner and support organization.
3. Support the FHF in their growth, viability and public impact by helping identify projects and programs that will have donor appeal and showcase the value of the Partner and donor investments in meeting park needs.
4. Provide the FHF with timely updates on implementing projects and/or programs funded by donors and an annual accounting of how funds donated by the Partner to the Park were expended during the previous fiscal year. The Parties will agree on a format and content for those updates as part of each year's Annual Work Plan.
5. Provide guidance and assistance to the FHF to help them meet the

requirements of DO#21 and other laws, regulations and policies that relate to the work of the partnership.

6. Collaborate with the FHF to make the case for and grow awareness of the Park's project and program needs, as well as acknowledging donors in a timely and appropriate manner.

C. **Responsibilities of the Friend of Hopewell Furnace:** The FHF shall:

1. Be qualified to make, solicit and accept philanthropic contributions under applicable state and federal laws and follow all state/federal requirements before making, soliciting or accepting such contributions.
2. Conform to industry standards of best practices and ethics related to philanthropic activities and fundraising, as well as applicable local, state and federal government laws and regulations.
3. Comply with the NPS donor vetting process as outlined in DO #21, Section 5.
4. Fundraising consultants or staff, if compensated, is to be paid a salary or flat fee; no payment may be made as commissions or as a percentage of funds raised.
5. Partner(s) will collaborate with the NPS on any required approvals or permits before undertaking in-Park activities associated with this Agreement (please see 36 CFR 2.50, Special Events, 36 CFR Part 7-Special Regulations and Director's Order 53 and RM 53).
6. Ensure that the organization's or corporation's Articles of Incorporation or State Operating Agreement (Attachment E), or Bylaws (Attachment F) are consistent with the terms of this Agreement. In the case of a non-for-profit organizational partner, include Partner's tax-exempt status determination letter from the Internal Revenue Service (Attachment G).
7. Not accept donations for the benefit of the NPS that associates the NPS with tobacco or any illegal or inappropriate products or enterprises. Please see DO#21, Section 6.5, and RM-21, Chapter 6, regarding brand alignment and promotion.
8. Not solicit or accept donations for the benefit of the NPS from NPS

concessioners unless the NPS approves the acceptance of such donations in writing.

9. Support the mission of the NPS and establish and maintain a collaborative relationship with the NPS to encourage volunteer contributions of time to programs and projects.

#### **IV. Annual Work Plan**

The NPS and FHF agree to commit energy, staff, and resources to goals of mutual interest, as identified in the Annual Work Plan (Attachment A). The Parties will share mutual interests and will make good faith efforts to: (1) work together to support and promote awareness and appreciation for the significance of HOFU and FHF; and (2) pursue mutually-beneficial working relationships with other organizations and institutions that support the goals of this Agreement.

- A. Annual Work Plan: The NPS and the FHF must develop an annual work plan for each year this agreement is active. The annual work plan lays out the projects and programs that a park or program and an authorized philanthropic partner(s) agree to work on in a specific year. The annual work plan will be Attachment A to the agreement (See RM-21, Appendix B, for examples and templates).
  - a. The annual work plan is a collaborative work that aligns the identified needs of a park or program area with the authorized philanthropic partner's assessment of philanthropic interest in those needs. The annual work plan may manifest itself in a variety of ways and come from other documents or processes. For example, in some areas an authorized philanthropic partner or park management will issue a call for projects or an annual funding call. The subsequent review process may set up the annual work plan for that year or several years out.
  - b. In addition to projects and programs, annual work plans should address such things as fundraising or donor cultivation events, expectations for NPS subject matter expert participation in events, activities and special events to solicit or accept donations in the park, donation box placement (NPS- and/or partner-owned and managed), NPS.gov online donations, and the checkout counter donation program (for more information, See DO #21, Sections 4.5, 4.6 and 4.7, as well as RM-21 Chapter 4).

#### **B. Feasibility Studies**

Feasibility studies (Attachment D) help NPS and the Partner(s) assess the likelihood that a fundraising effort or campaign will be successful. The NPS requires feasibility studies for philanthropic agreements with projects at or

above the \$1 million threshold (applies to any single project in the Annual Plan that is at or above \$1million), for projects that require the Director's approval, or that may attract public scrutiny or controversy. A philanthropic Partner or a park, region, or program may request an exemption to this requirement, which will be evaluated based on the Partner's experience and success in fundraising efforts of the proposed size. Exemption requests should be submitted to the appropriate authorized employee (refer to Delegations of Authority table in DO#21 Section 3.1.3). Please consult with the Regional Partnerships Office regarding determination of the need for feasibility studies and regarding the exemption process. RM-21 contains more information on feasibility studies and waiver request procedures.

## V. Considerations

### A. Property Utilization

#### Use and/or Occupancy of Government-Owned Property:

The Partner(s) may use Government-owned real and/or other property in furtherance of this Agreement in accordance with the Property Use Agreement (PUA), included as Attachment I. In the case of fundraising or other events to be held on Park property, the Partner(s) will secure a Special Use Permit from the Park and ensure compliance with all visitor safety, resource protection, and event guidelines.

### B. Intellectual Property

If any activity of either Party in connection with this Agreement results in or is expected to result in the creation of intellectual property or donation of any intellectual property rights, or if the Partner or the NPS needs a license to any intellectual property rights of the other Party (including permission to link to the other Party's website) in order to fulfill its obligations under this Agreement, the Parties shall abide by the terms described in the Intellectual Property Attachment (Attachment J) to this Agreement. The Intellectual Property Attachment addresses the processes, terms and conditions applicable to intellectual property under this Agreement. The NPS shall not use any intellectual property of the Partner unless the Partner authorizes such use in accordance with the Intellectual Property Attachment. The Partner shall not use any intellectual property of the United States of America, including but not limited to logos, trademarks, service marks, brand identifications, images of NPS employees in uniform, taglines, words, names, symbols, or any combination thereof, used to identify the NPS and/or any individual Park(s), unless the NPS authorizes



such use in accordance with NPS policy and the Intellectual Property Attachment.

## **VI. Term**

Unless earlier terminated in accordance with Article VII A, this Agreement shall remain in effect for a period of **five (5) years** beginning on the date the last signature is affixed. This Agreement may be extended by the mutual written agreement of the Parties prior to expiration.

## **VII. Termination and Disposition of Assets**

### **A. Termination**

1. Any Party may terminate this Agreement for any reason by giving advance written notice. Termination shall be effective sixty (60) calendar days from the date of receipt of the notice, or upon the termination date specific in the notice, whichever is later.
2. Any Party may immediately terminate this Agreement for a material breach of this Agreement by the other Party or Parties. In this event, this Agreement shall terminate upon the breaching party's receipt of a written Notice of Termination for Breach. Alternatively, the non-breaching Party may provide the breaching Party with an opportunity to cure the breach by a date specified in a Cure Letter. If the breach is not cured to the satisfaction of the non-breaching Party by the specified date, this Agreement will terminate upon the breaching Party's receipt of a Notice of Termination for Breach.
3. Unless expressly provided for in this Agreement or related agreements, neither Party shall be liable for any costs, damages, or other claims that result directly or indirectly from termination of this Agreement. All other rights and claims of the Parties shall be preserved.

### **B. Disposition of Assets Upon Termination**

Upon the termination or expiration of this Agreement or cessation of the operations of the Partner for any reason, and subject to the applicable laws pertaining to the State in which the Partner was incorporated, those funds held "for the benefit of the NPS" (defined within Article X, G), including all interest and earnings thereon and all in-kind contributions held "for the benefit of the NPS", shall be transferred to the NPS or to a third-party deemed acceptable by the NPS (under such terms and conditions as are

deemed acceptable by the NPS) for use consistent with the purposes for which the donations were made. Nothing herein shall prevent the Partner from satisfying allowable outstanding obligations and legal requirements reasonably incurred in association with this Agreement prior to the termination or expiration of this Agreement.

## **VIII Insurance**

- A. In accordance with nonprofit and business best practice, the Partner(s) should take steps to manage exposure to risk. Organizations should develop a risk management plan that protects board members, the organization, employees and clients from potential liability. The Partner(s) should acquire appropriate industry-standard insurance coverage for the type and level of activities and liability exposures associated with this Agreement. The NPS will generally require the Partner(s) to carry commercial general liability insurance to hold activities and events in a park under a special park use permit, however, the NPS may condition that permission upon the Partner(s) acquiring additional insurance that is acceptable to the NPS. Public sector agencies that are self-insured should include language regarding liability coverage in this agreement.
- B. Where the Partner(s) have acquired insurance, DOI and NPS shall be listed as additional insureds. The insurance policy or policies shall specify that the insurer shall have no right of subrogation against the United States and shall have no recourse against the United States for payments of any premiums or deductibles due thereunder. The NPS will not be responsible for any omissions or inadequacies of any insurance coverage and amounts in the event that the insurance purchased by the Partner(s) is inadequate or otherwise insufficient for any reason whatsoever.
- C. The NPS reserves the right to file insurance claims on its own behalf or to require the transfer of insurance proceeds from the Partner(s) to the NPS where, in the NPS's judgment, the NPS will undertake remedial work for which the claim is paid.

## **IX. Liability and Indemnification**

The Partner(s) shall indemnify, defend and hold harmless the United States of America and its agents and employees from and against any and all liabilities, obligations, losses, damages, judgments, claims, actions, suits, penalties, fines, costs and expenses (including reasonable attorneys' fees and experts' fees) of any kind and nature whatsoever arising out of the acts or omissions of the Partner, its employees, agents or contractors (including any contractor's subcontractors), including injury to persons (including injury resulting in death)

and damage to property. The Partner(s) shall promptly pay the United States of America the full value of all damages to the lands or other property of the United States of America caused by the Partner, its employees, agents, representatives, or contractors (including any contractor's subcontractors) or, as agreed to by the Parties, shall undertake the remedial work to repair or replace the damaged lands or property. The Partner(s) will cooperate with the NPS in the investigation and defense of any claims that may be filed with the NPS arising out of the activities of the Partner, its employees, agents, representatives or contractors (including any contractor's subcontractors). Nothing in this Section is intended to prevent the Partner(s) from seeking a judicial determination of whether its actions, or those of its employees, agents, representatives, or contractors (including any contractor's subcontractor) caused the matter for which the United States of America requests indemnification.

To the extent authorized by applicable federal law, including the Federal Tort Claims Act, codified as amended primarily at 28 U.S.C. §§ 2671-80 (2015), the NPS will be liable for the negligent or wrongful acts or omissions of its officers or employees while acting within the scope of their office or employment. The NPS's commitment to pay any lawful obligation or liability incurred by the NPS under this agreement is backed by the full faith and credit of the United States.

## **X. Financial Matters**

- A. In General. The Partner(s) shall maintain proper financial management procedures, accounting records and reporting under a system of accounts and financial controls that is consistent with Generally Accepted Accounting Principles of the United States (GAAP), established by the Financial Accounting Standards Board (FASB). The NPS shall maintain proper financial management procedures, accounting records, and reporting under a system of accounts and financial controls that is consistent with Federal Accounting Standards, established by the Federal Accounting Standards Advisory Board (FASAB).
- B. Right of Inspection and Audit. The Partner(s) shall permit the DOI or its designee, including the NPS Comptroller and Office of the Inspector General (OIG), to verify and audit any financial audit or records from the books, correspondence, memoranda and other records of a Partner relating to this Agreement or any other agreement executed in connection herewith, during the term of this Agreement and for such time thereafter as may be necessary to accomplish such verification. The Partner(s) agree to take appropriate corrective action based on such audit findings.
- C. NPS Management of Donated Funds. The NPS will maintain proper internal controls as required by the Office of Management and Budget's (OMB) Circular A-123 to ensure proper handling and expenditure of donated funds

provided by the Partner(s). In addition to any reporting or review specified in the Annual Work Plan, the Park will meet with the Partner annually to discuss how the Park expended funds donated by the Partner during the previous fiscal year. If a Partner has concerns about expenditure of donated funds during the term of this Agreement and for such time thereafter as may be necessary to accomplish such verification, The Partner can fund an audit of the Park's donation accounts and records. The NPS agrees to take appropriate corrective action based on such audit findings.

- D. Provision of Certain Information. By December 31, each Partner shall annually provide the NPS an annual report of aid and a short narrative. For Partners with tax-exempt status, the Partner shall also provide the NPS with a copy of its IRS Form 990 and any amendments thereto. The Partner(s) will submit annual reporting information via the NPS Partnership Portal when it goes online.
- E. Threshold for Audit. In any given year where a Partner raises between \$500,000 and \$1 million for the benefit of the NPS, they will undertake an annual financial review and provide a copy to the NPS. In any given year where a Partner raises \$1 million or more for the benefit of the NPS, they will undertake a financial audit and furnish a copy to the NPS. Such reviews or audits will be prepared by an independent certified public accountant (CPA) in conformance with both GAAP. The Partner(s) agree(s) to take appropriate corrective action based on review or audit findings. The review or audit shall be provided to the Superintendent or his/her designee of the affected Park Unit(s) within 9 months of the end of the Partner's fiscal year.
- F. Establishment of Endowment or Investment Accounts. The NPS and the Partner(s) shall mutually determine the need for an Endowment Account and/or Investment Account, where the account will be established for the benefit of the NPS. If such a need is identified, the Parties shall execute and abide by the terms of the Standard Form Endowment and Investment Account Agreement (EIAA), which describes the use, terms and conditions applicable to such accounts. If executed, the EIAA will be attached as a sub-agreement to this Agreement (Attachment K). For purposes of this Agreement, the terms "Endowment Account" and "Investment Account" are defined in the EIAA.
- G. Definition of "For the Benefit of the NPS": "for the benefit of the NPS" means donations of money (including interest and earnings thereon) and / or in-kind donations that were solicited for the express or implied purpose of using them, whether in whole or in part, to support the NPS, or NPS's projects, programs or resources.

## **XI. Key Officials and Notices**

A. Key Officials. Each Party shall designate one or more key personnel to be responsible for coordination and communication between the Partner and the NPS in connection with the activities to be performed pursuant to this Agreement (Key Official). Upon written notice to the other Party, either Party may designate an alternate or liaison to act in the place of the designated Key Official, or designate a new Key Official.

For NPS:

Name: Steve Sims  
Title: Superintendent  
Address: 1400 North Outer Line Drive  
King Of Prussia, PA  
Phone: 610.783.1037  
E-mail: Steven\_Sims@nps.gov

Name: David Blackburn  
Title: Site Manager  
Address: 2 Mark Bird Lane,  
Elverson, PA 19520  
Phone: 610.582.8773, ext 230  
E-mail: David.Blackburn@nps.gov

For Partner:

Name: James McClelland  
Title: President  
Address: 2 Mark Bird Lane  
Elverson, PA 19520  
Phone: 484.948.8193  
E-mail: jimcclell@comcast.net

B. Notices. Notices from one Party to the other Party with respect to this Agreement shall be in writing and delivered by mail, personal delivery, electronic delivery or other appropriate means, to the first listed Key Official of the other Party at the address or contact number indicated above, or at such other address or contact number for such Key Official as may be provided by the other Party from time to time, and shall be considered to have been delivered upon receipt at the specified address of such Key Official or such other person as mutually agreed by the Parties.

**XII. Standard Clauses.**

A. Non-Discrimination. All activities pursuant to or in association with this Agreement shall be conducted without discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex, as well as in compliance with the requirements of any applicable federal laws, regulations, or policies prohibiting such discrimination.

B. NPS Appropriations. Pursuant to 31 U.S.C. § 1341, nothing contained in this Agreement shall be construed to obligate the NPS, the Department of the Interior, or the United States to any current or future expenditure of funds in advance of the availability of appropriations from Congress and their administrative allocation for the purposes of

this Agreement, nor does this Agreement obligate the NPS, the Department of the Interior, or the United States to spend funds on any particular project or purpose, even if funds are available.

C. Limitations on Lobbying. To the extent that the Partner commits in this agreement or any related agreement to raise funds from non-federal sources for a particular purpose or project to benefit the NPS, the Partner agrees that it will not lobby for or otherwise seek the appropriation of funds from Congress to meet that commitment. The Partner may not use any appropriated funds (including property, utilities, or services acquired with, or supported by, Congressionally- appropriated funds) to lobby or attempt to influence Congress or any official of any government.

D. Compliance with Applicable Laws. This Agreement and performance hereunder is subject to all Laws whether now in force or hereafter enacted or promulgated. Nothing in this Agreement shall be construed in any way as impairing the authority of the NPS to: (i) supervise, regulate, and administer its property under Laws and management plans or policies as they may be modified from time-to-time; or, (ii) be inconsistent with, or contrary to, the purpose or intent of any Act of Congress.

E. Disclaimers of Endorsement. The Partner shall not publicize or circulate any materials (including advertisements, solicitations, brochures, press releases, speeches, pictures, movies, articles, manuscripts, or other publications) suggesting, expressly or implicitly, that the United States of America, the Department of the Interior, NPS, or any government employee endorses any business, brands, goods or services.

F. Merger. This Agreement, together with each Annual Work Plan and Related Agreement, contains all the terms and conditions agreed to by the Parties, and supersedes any prior agreements between the Parties, with respect to the subject matter hereof.

G. Modifications. This Agreement may be extended, renewed, supplemented or amended only when agreed to in writing by the NPS and the Partner(s).

H. Waiver. No waiver of any provisions of this Agreement shall be effective unless made in writing and signed by the waiving Party. No waiver of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof.

I. Assignment; Binding Effect. Neither Party may assign any of its rights or obligations under this Agreement without the prior written consent of the other Party. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. The Parties waive the defense of lack of consideration.

J. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original (including copies sent to a Party by facsimile or electronic transmission) as against the Party signing such counterpart, but which together shall constitute one and the same instrument.

K. Member of Congress. Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.

L. No Agency. The Partner(s) is/are not agents or representatives of the United States, the Department of the Interior, or the NPS, nor will any Partner represent itself as such to third parties. NPS employees, representatives of the United States and the Department of the Interior are not agents of the Partner(s) and will not represent themselves as such to third parties. Nothing in this Agreement shall at any time be construed so as to create the relationship of employer and employee, principal and agent, general or limited partnership or joint venture as between the Partner(s) and the NPS.

M. Non-Exclusive Agreement. This Agreement in no way restricts either the NPS or the Partner(s) from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.

N. No Third-Party Beneficiaries. Unless expressly stated herein, nothing in this Agreement is intended to grant any legally enforceable rights or provide any benefits to any third party.

O. Survival. The terms of this Agreement that by their nature are reasonably intended by the Parties to survive expiration or termination shall survive expiration or termination of this Agreement.

P. Partial Invalidity. If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the Parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by Laws.

**XIV. Signatures**

**IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date the last signature is affixed.**

**NATIONAL PARK SERVICE**

**By:** Steve Sims

**Name:** Steve Sims **Date:** 7/29/2019

**Title: Superintendent**

**FRIENDS OF HOPEWELL FURNACE**

**By:** James N McClelland Jr

**Name:** James N McClelland Jr **Date:** 12 Jan 2020

**Title: President**



## ATTACHMENTS

Attachment A – Annual Work Plan

Check if included at the time of execution of this Agreement [X]

Attachment B - Donor Review Process

Attachment C - Donor Recognition Plan(s)

Check if included at the time of execution of this Agreement [X]

Attachment D - Feasibility Study

Check if applicable and included at the time of execution of this Agreement [ ]

Attachment E - Philanthropic Partner(s) Articles of Incorporation or State Operating Agreement

Attachment F - Philanthropic Partner(s) By-laws

Check if applicable and included at the time of execution of this Agreement [X]

Attachment G -- Philanthropic Partner(s) IRS Tax-Exemption Determination Letter

Check if included at the time of execution of this Agreement [X]

Attachment I – Property Use Agreement

Check if applicable and included at the time of execution of this Agreement [ ]

Attachment J – Intellectual Property Attachment

Attachment K – Standard Form Endowment and Investment Account Agreement

Check if applicable and included at the time of execution of this Agreement [ ]

**APPENDIX I -- Table: Delegations of Authority for Authorized Employees**

## ANNUAL WORK PLAN.

- A. PARTIES:** This Annual Work Plan is part of the Philanthropic Partnership Agreement between Hopewell Furnace National Historic Site (Park) and Friends of Hopewell Furnace (Friends), dated August 2019. All terms and conditions of the Philanthropic Partnership Agreement are hereby incorporated by reference.
- B. YEAR:** Park and Friends mutually agree to undertake certain projects and programs (Identified Projects) in the year starting October 1, 2019, and ending September 30, 2020.
- C. IDENTIFIED PROJECTS, ROLES and SCHEDULE:** Identified Projects to be undertaken are described below, along with the respective roles of Park and Friends, and a schedule for completion:

<b>Project Identifier</b>	<b>Project Description</b>	<b>Friend's Leads</b>	<b>Park's Lead</b>	<b>Schedule</b>
WP1	Plan and schedule the free Sunday afternoon Interpretive Program series.	Plan, promote, and execute program series	Host and promote program series	Monthly--second Sunday
WP2	Support the HOFU curatorial program through data extraction of the digital version of the historic Hopewell Account books.	Jim McClelland-- coordinate recruitment through the Friends	McDermott - coordinate training and access to digital materials	On-Going
WP3	Maintain Friends Facebook page and the Friends website.	Friends		As Needed
WP4	Maintain the Friends of Hopewell Furnace Bylaws	Charles Jacob, Rich Nearhood		As Needed
WP5	Friends serve as vendor to HOFU Cooperating Association for Friend's published Dan Graham books on Mark Bird and Samuel Nutt.	Peter Hammond -- book coordinator for the Friends	Hawthorne -- HOFU Eastern National Coordinator	As Needed
WP6	Reprint next edition of Dan Graham's book on Mark Bird -- correct errata and add index	Peter Hammond		Summer, 2019
WP7	Archive past Friend's Presidents records	Elissa Lewis	McDermott	On Going
WP8	Create a CCC display of photographs for	Edie Shean-Hammond --	McDermott - NPS	On Going

	exhibition at HOFU and create a list of names from the two Hopewell CCC camps.	coordinate research side of the project with Friend's volunteers	contact for planning, execution, and display of the panels	
WP9	Manage and execute spending of Elementary School Transportation grant funds.	Peter Hammond -- manage payment	Koch -- coordinate groups to be covered by the grant	Spring/Fall '19
WP10	Plan and lead free hiking and/or outdoor programs on the Hopewell Furnace trail system	Becky Hughes -- Friends will coordinate and plan their programs	Koch -- NPS contact for scheduling and coordination with existing programs	Summer & Fall, '19
WP11	Provide volunteer and funding assistance to the Berks County Master Gardener program in maintaining the Herb Garden.	Becky Hughes -- coordinate Friend's volunteers	Shermer & Feil-- coordinate with NPS staff and Master Gardeners	Spring/Summer/early Fall '19
WP12	Finalize the Friends Philanthropic Agreement	Jim McClelland, Edie Shean-Hammond	Blackburn coordinate NPS review and approval	Filing in July, 2019
WP13	Purchase and maintenance of a draft horse in support of HOFU's existing farm program.	Edie Shean-Hammond	Blackburn-- coordinate communication with the Friend's	HOFU determining need for replacement of a previous draft horse that passed away. Project will commence only if HOFU gives the go ahead.
WP14	Conduct oral history of Hervey Painter and Ancestors; ancestors worked at the furnace and the CCC camps.	Jim and Nancy McClelland, coordinate with the Painter family	McDermott-- provide expertise on conducting oral history interview; catalog into the HOFU collection	On-Going

D. **BUDGET:** The estimated cost to carry out the Identified Projects identified in this Annual Work Plan is \$26,900. Budget breakdown and funding sources are described below:

<b>Project Identifier</b>	<b>Project Description</b>	<b>Estimated Cost</b>	<b>Cash Funding Amount &amp; Source</b>	<b>Value of in-kind goods and services</b>
WP1	Plan, acquire presenters and conduct the Sunday afternoon Programs.	Labor provided by the Friends	Labor provided by the Friends	N/A
WP2	Hopewell Ledgers data extraction and indexing of the digital pictures.	Volunteer labor	Labor provided by the Friends	
WP3	Maintain Friend's Facebook page and the Friend's website.	Approximately \$500 a year	Friends operating budget -- includes hosting costs and funds to costs to update website.	
WP5	Friends serve as vendor to HOFU Cooperating Association for Friend's published Dan Graham books on Mark Bird and Samuel Nutt.	Volunteer labor	Labor provided by the Friends	
WP6	Reprint and publish next edition of Dan Graham's book on Mark Bird	\$500.00	Total amount from the Friends operating budget	
WP7	Archive Past	Volunteer	Labor provided by the	

	Friend's Presidents records	labor	Friends	
WP8	Create a CCC display of photographs for exhibition at HOFU and create a list of names from the two Hopewell CCC camps.	\$300.00	Friend's operating budget	HOFU CR staff will assist in acquiring and formatting images
WP9	Manage Elem. School Transportation funds.	\$2683.50	\$2683.50	Remainder of grant funded program
WP10	Provide hiking and/or outdoor programs.	\$500.00	Total amount from Friends operating budget to support Hopewell quilters programming	Publicity for program provided by HOFU
WP11	Provide assistance in maintaining the Herb Garden.	\$100.00	Total amount from the Friends operating budget	Labor provided by Master Gardeners program
WP13	Purchase and maintenance of a horse.	\$25,000	\$25,000 – from the Friends fundraising	Long term care and feeding provided by the Park
WP14	Conduct oral history of Hervey Painter Ancestors who had involvement with Hopewell Furnace	Volunteer labor	Labor provided by the Friends	

**E. FUNDRAISING:** This Annual Work Plan authorizes Friends to raise \$26,900 and to provide volunteer hours to support the Identified Projects described above. Friends agree to comply with all relevant fundraising-related terms, conditions and processes contained in the Friends Agreement and in NPS Director's Order #21.

Project Identifier	Fundraising Goal
WP13	26,900.00

- A. The Friends are a membership organization and collect approximately \$2000.00 in membership income annually in a year. This is accomplished through a mail in system from brochures that are sent to members. A campaign targeted at membership and individuals will be used to raise the majority of funds required for the horse.
- B. Friends will raise approximately \$5000.00 by writing grants to local, regional and national foundations and soliciting individuals and businesses. The organizations include the Schuylkill Highlands Landscape Initiative and local community foundations (Pottstown and Reading).
- C. Sponsorship opportunities have not been sought in the past. If the Friend's choose to explore this route it would include local and regional businesses. May include business sponsorship opportunities. Local businesses include, but are not limited to, Mastoff Press and the Birdsboro Snack Shack. Regional businesses include Turkey Hill, Wawa, Redner Markets, and True Value Hardware.
- D. Friends will also seek in-kind services and volunteer support for these projects as needed.
- E. Friends will review donors and donations by vetting prospective donors for any potential conflict of interest or NPS prohibited sources and following all NPS rules and guidelines provided in Partnership Agreement.
- F. Donors will be recognized in the following way: *Letters of gift receipt and appreciation, signed by Friends Executive Director and/or Board President. The Park Superintendent may also send a donor thank you letter to donors. All donor recognition will follow the approved Donor Recognition Plan as part of the Philanthropic Partnership Agreement.*

F. **PARK PROPERTY:** N/A

G. **MODIFICATIONS:** Proposed deviations from the signed Annual Work Plan require the concurrence of both parties in writing. Modifications will be subject to all terms and conditions of the Friends Agreement.

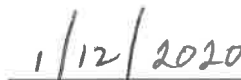
H. **ADDITIONAL PROVISIONS:** N/A

I. **SIGNATURES:**

**NATIONAL PARK SERVICE**



\_\_\_\_\_  
Title **SITE MANAGER**

  
\_\_\_\_\_  
Date

**FRIENDS OF HOPEWELL FURNACE**

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date



## ATTACHMENT B - DONATION REVIEW PROCESS

The NPS and the Partner share a mutual objective that the Partner's fundraising and donation activities not give rise to an appearance of a loss of integrity or impartiality or otherwise reduce public confidence in the Partner or the NPS. Therefore, the Partner agrees to exercise due diligence in accepting donations consistent with the following:

(A) Definitions - For the purposes of this Paragraph 1, the following definitions apply:

- (i) "Donor" shall include individuals; business entities, including parent companies, majority-owned subsidiaries and affiliates and any related corporate partner as to which a majority of the partner's directors are also employees, officers, or directors of the corporation; and any state, local, or tribal government, or a subdivision thereof. Persons who are both employees and officers or directors of corporations, i.e., excluding independent, outside directors acting on their own behalf, or who hold comparable positions of control in a business entity, or who have interests that are subject to regulation by the NPS, shall be treated as business entities regardless of whether their contribution comes from their personal funds.
- (ii) "Spent on NPS-approved projects" shall include any cash or in-kind donation raised for the purpose of directly supporting physical or programmatic improvements at the Park, including goods or services purchased by the Partner with donated funds, as well as any donation for which the NPS is requested to provide donor recognition.

(B) Donation Review Process

- (i) For donations or planned series of donations to be spent on NPS-approved projects totaling in excess of **\$25,000**, in cash or in-kind, from donors other than individuals, the Partner will take reasonable efforts to determine whether the donor:
  - (a) Is currently involved in litigation or other controversy involving the NPS or the Department of the Interior or any of its other bureaus;
  - (b) Is currently engaged in or seeking a business or permit relationship with the NPS. Because the potential exists for an actual conflict of interest, or the appearance of a conflict of interest, donations to be spent on NPS-approved projects from business entities engaged in or seeking concession contracts with the NPS must be approved in writing by the Director of the NPS. Entities that have contracts with the NPS or the DOI can be found here:  
<https://www.fpds.gov/fpdsng/cms/index.php>

This site includes a search engine that allows one to search by corporation and the NPS and/or the DOI to determine if there are contracts between the two;

- (c) Has been debarred from contracting with the Department of the Interior or another federal government agency (entities that have been debarred can be found here: <https://www.epls.gov/>);
  - (d) Has a recent public history of violations, whether criminal or civil in nature, as disclosed by an Internet search, for which acceptance of the donation could lead to public controversy;
  - (e) Is seeking to involve the donation with marketing or advertising; or
  - (f) Is involved in the manufacture or distribution associated with tobacco or illegal products. The Partner will not accept donations for the benefit of the NPS that associates the NPS with these products. The Partner and Park will obtain approval from the Director if alcohol products are involved.
- (ii) The Partner will consult with the NPS before accepting donations, including grants, to be spent on NPS-approved projects from state, local, or tribal governments.
  - (iii) In the event that the Partner, after reasonable efforts, concludes that one or more of the above factors is applicable, the Partner will inform the NPS Key Official (or his or her designate) so that the Partner can assist the NPS in determining whether the NPS will accept or decline having such contribution spent on NPS-approved projects. Notwithstanding the foregoing, the Partner retains the exclusive right to determine whether it will accept or decline any donation not intended to be spent on NPS-approved projects/programs.
  - (iv) For donations or a planned series of donations valued at **\$250,000** or more, whether in cash or in kind, from any source, the Partner will provide the donor's identity and other pertinent information to the NPS Office of Partnerships and Philanthropic Stewardship through the Regional Partnership Coordinator for review and approval. NPS written approval is required prior to the Partner's acceptance of the donation and prior to any public announcement or public release about the donation.
  - (v) For donations or a planned series of donations valued at \$1,000,000 or more, whether in cash or in-kind, from any source, the Partner will provide the donor's identity and other pertinent information to the NPS Office of Partnerships and Philanthropic Stewardship through the Regional Partnership Coordinator for review and approval. Donations of \$1,000,000 or more must receive review and approval from the Department of the Interior (DOI). The NPS Office of Partnerships and Philanthropic Stewardship will facilitate this DOI review and approval of these donations. DOI and NPS written approval is required prior to the OLVF's acceptance of the donation and prior to any public announcement or public release about the donation.

- (vi) The NPS will use its best efforts to complete any approval required of it under this Agreement within six (6) weeks. The NPS will promptly notify the Partner as to whether or under what circumstances the NPS may accept the donations intended to be spent on NPS-approved projects or provide donor recognition.

(C) Exceptions - Notwithstanding subsection (B),

- (i) The Partner may request the NPS to assist in, or assume responsibility for, undertaking any portion of this donation review process. If requested to assist in or assume this responsibility, the Park can request assistance from the Regional Partnership Coordinator and/or the NPS Office of Partnerships and Philanthropic Stewardship.
- (ii) Where the Partner intends donations to be anonymously spent on NPS-approved projects and the Partner will not engage in any public donor recognition or request donor recognition from the NPS for such donations, no vetting or review by the NPS is required.

\*\*\*



## **DONOR RECOGNITION PLAN**

### **Hopewell Furnace National Historic Site**

The NPS has long been authorized to accept donations pursuant to laws including 54 U.S.C. § 101101. Donations and contributions come to the NPS from individuals, families, organizations, foundations, corporations, businesses, and other entities as an expression of support, acknowledgment of need, or the result of organized fundraising efforts. Timely and appropriate recognition of donations and contribution is an important step to acknowledge their generous support.

This Donor Recognition Plan (Plan) defines the criteria and procedures for thanking donors, and describes the form and duration of recognition for different types and levels of donations. The Plan will help guide park staff, donors and philanthropic partners to understand the methods and levels of recognition [NAME OF PARK(s) or NPS PROGRAM(s)] ([Park or Program]) can give within the framework of NPS and Departmental ethics regulations.

#### **I. Background**

This Plan focuses on recognition for donations of cash, assets, and in-kind services directly to the Park or through Park partner organizations for the benefit of the Park (see Article IX). These organizations include, but are not limited to, the **Friends of Hopewell Furnace**. When mutually agreed upon by the Park and the philanthropic partner organization(s), donors to the Park's philanthropic partner(s) may be recognized according to the provisions established in this Plan.

The Park and its partners will comply with Director's Order #21: Donations and Philanthropic Support (DO #21), Section 3054 of Public Law 113-291 (National Park System Donor Acknowledgement), NPS Management Policies 2006, and the Departmental guidance in 374 DM 6, including the standards for review of donations to maintain the integrity and impartiality of, and public confidence in, the NPS and the Department of the Interior (DOI).

A number of national parks exist because motivated citizens contributed their time, talent, and funds to create them. Gifts of land or easements helped establish or enlarge many parks. Donated artifacts enriched park stories in visitor centers and museums, fundraising campaigns improved visitor facilities and restored treasured icons, and matching gifts increased the impact of programs.

Philanthropic support for parks and programs continues to be an important supplement—not a replacement—for Federal appropriations. It creates opportunities for the NPS to react more quickly to resource protection or visitor needs than typical Federal funding cycles may permit. Philanthropic support allows the NPS to undertake higher quality and more sustainable

capital projects than might be possible with Federal appropriations alone. Private support for NPS educational efforts and programs continues to grow, making it possible for the NPS to reach younger and more diverse populations, and be a more effective partner in communities. Philanthropic support comes in the form of donated funds, and as volunteerism, in-kind support, and the donation of talent to supplement the work of NPS employees. Most importantly, private philanthropy in its many forms gives people opportunities to participate directly in the stewardship of our Nation's treasures.

The park's financial needs are diverse, and the park is interested in donations in the categories of capital, operations, endowment, property (real and personal), and programming, as well as sponsorships of special events and programs.

**II. Donor Recognition Levels and Duration**

Donors will be recognized by the following levels, and recognition will include the following methods which may be cumulative:

Form of Donor Recognition	Donor Level
Thank You Letter from Superintendent or Program Manager	\$100 and above
Recognition in a Donor Book or Directory	\$250 and above
Recognition on a Donor Recognition Board for Five Years (electronic and/ or traditional)	See note **
Recognition in Park Newsletter or Social Media	\$500 and above
Official Press Release	\$3,000 and above
On Site Recognition which may include a site tour, media event, planting, or temporary signage,	\$5,000+

\*\* As of 10/25/2019, NPS regional guidance for in-park Donor Recognition Boards/Walls is currently in development. This type of donor recognition may be added to the park's donor recognition plan, upon approval of the regional director, once the new guidance is available. Until that time, Donor Recognition Boards/Walls will not be offered by the park or its partners as a form of recognition to potential donors.

**III. Off-Site Donor Recognition:**

Most donor recognition will occur through letters of appreciation, press releases, mementos, and other items that commemorate a donation. The following forms of NPS recognition may be initiated at the discretion of the Park Superintendent subject to the wishes of the donor and in

accordance with the donor levels established in Article II. Any type of off-site recognition not listed in this Plan must be agreed upon prior to utilizing by the signatories of this Plan in writing.

#### **Letters of Acknowledgement and Thank You Letters**

The Park Superintendent or Program Manager must acknowledge donations in writing through a letter of acknowledgement and/or thank you letter. The Superintendent's acknowledgement shall identify the type of donation, the donor, date of acceptance, reiterate any restrictions of the donation, the dollar amount (or description for in-kind gifts), and thank the donor. The letter will also list the NPS IRS Tax Exempt ID # 53-0197094 for the donor to cite in claiming a tax deduction for their gift. This letter will be provided as soon as possible but no later than **2 weeks** after the date the donation is received. In addition, the Park will work with its philanthropic partners to determine when the Park Superintendent will also provide a thank you letter to a donor who has provided a donation to a park partner that will ultimately benefit the Park.

#### **Park Websites and Social Media**

The Park may include a page on its website to function as a virtual donor recognition board that acknowledges contributions and can tell donor stories about why they made a gift to the Park. The Park may post stories and other information on its website to celebrate and stimulate Park philanthropy. Park staff may generate and post social media content to recognize the contributions of donors as appropriate and tell a donor's story, with their concurrence, to inspire others. Social media and Park web authors will consult with their Public Affairs Office and obtain the concurrence of Park leadership and donors as appropriate.

#### **Publicity**

Press releases to media - including newspapers, magazines, web, radio, television, articles in Park and NPS newsletters, and articles in the donor's media (e.g. corporate employee newsletter, magazine, annual report) - are a few of the ways that the Park and the donor may publicly recognize donors/sponsors/cause marketing efforts that benefit the Park.

#### **Donor Appreciation Mementos**

A photograph, book, park lapel pin, coin, or other park/project-related memento may be presented as an expression of appreciation and recognition for a donation. Items should be purchased by a philanthropic partner, as appropriated funds should not be used (PM 1443.70-01). These kinds of items can be sent to the donor or presented during a simple ceremony, media event, or other activity.

#### IV. On-Site Donor Recognition

In some cases, a gift may warrant on-site (in-park) recognition. The goal of on-site recognition is to tie the local accomplishment to the gift and to inspire others to support the Park. On-site recognition will not be distracting to Park visitors, detract from the visitor experience, nor imply commercial endorsement by the NPS. Where on-site recognition is determined appropriate, the following examples of in-park donor recognition may be authorized at the discretion of the Superintendent subject to the approval of the donor and in accordance with the donor levels established in Article II. Other forms of on-site recognition not described in this Plan must be agreed upon by the signatories of this Plan in writing and must comply with DO #21. Duration of donor recognition will be determined by the Superintendent if not specified in Article III.

##### Events

Media events, press announcements, photo opportunities, ribbon cuttings, or other recognition events, and other activities or forums in which donors are acknowledged or involved (e.g., annual meeting/convention of nonprofit organizations) may be used to provide high-profile donor recognition. The Park will follow guidance for holding special events featuring donor and partner recognition as found in NPS Management Policies 2006, Director's Order #53 (Special Park Uses) and Director's Order #21 (Donations and Philanthropic Support) Section 8.9.

Special events will fall into two categories: non-NPS events allowed under a Park Special Use Permit and events wholly or partially sponsored by the NPS. In either case, the Superintendent may recognize donors and sponsors but may not allow recognition that suggests endorsement nor commercialization of the Park. The Superintendent may however recognize business sponsors by limited display of logos and name script on temporary event facilities, signs, banners, and literature at such special events. This is subject to Special Park Use regulations and policy, which state that any lettering or design identifying the sponsor "shall be no larger than one-third the size of the lettering or design identifying the special event." Events will not be "named" for sponsoring business entities or individuals, as in "XYZ Corporation Heritage Festival." Event sponsors may not distribute product samples or give-aways that are intended to promote their product or product lines.

##### Donor Appreciation Activities

Donors who give **\$1000 or more** may be recognized through a special tour of the partnership projects or programs that were enabled through their donation. These tours may not disrupt Park operations or the visitor experience in any way. These may be



conducted by Park staff, volunteers, subject matter experts, or partners as deemed appropriate by the Park superintendent.

#### **Interpretive and Educational Programs**

When interpretive, educational, or other Park programs or products were accomplished through philanthropy, the program leader or product may highlight how this philanthropic support played a role and recognize primary donors to the project or program.

#### **Park Newspaper or Social Media**

Articles may be written in the Park newspaper, newsletter, or planner in order to highlight the contributions and recognize our donors and partners, such as the **Friends of Hopewell Furnace**. Donor recognition on printed material may include name scripts and logos where appropriate.

#### **Audiovisual (AV) Material or Computerized/Electronic Displays**

Audiovisual material, computerized information kiosks, searchable directories, or other electronic displays will be developed and placed in [Insert name of facility/visitor center where these will be located] to recognize the name(s) or donor(s). A script and/or logo may be used within a credit line placed within the electronic screen and on related/associated printed information but may not be displayed on the kiosk or on another external casing. In recognizing business/corporate donors, displays may not include advertising content.

#### **Exhibits and Waysides**

Traditional Park exhibits and waysides may include donor recognition. The donor name may be represented in the standard text and font used for that level of text within the wayside or exhibit - typically a similar size as a caption or photo credit. If the exhibit or wayside is intended to be a temporary installation (generally less than one year or the duration of the construction phase of a more permanent exhibit) installation, the credit line within the exhibit or wayside may include the donor's logo or name script.

#### **Donor Plaques/Plates**

Donor recognition plaques at a significant project site, such as an exhibit inside a visitor center, major overlook, or primary outdoor exhibit area, will be placed in discreet ways so as to not interfere with the visitor experience. A classic bronze plaque or similar plaque/plate may be placed low along an overlook wall or similar site. These will be concentrated in the Park Visitor Center and not dispersed throughout the Park. These plaques may include content such as the project title, date, major donors to the project, and park partner name. Corporate logo or name scripts may not be included.

### **Donor Walls/Boards**

A donor board may be located within **the Visitor Center** where generous donors to **Hopewell Furnace NHS** are publicly recognized in a systematic and ongoing manner. This will serve as both a tangible and visible record of philanthropic support for the Park and an expression of appreciation for such support that will likely motivate others to give. This wall/board may include: the donor name, the year, and when appropriate, the type of donation. Corporate name scripts, logos, or other marketing tools will not be used. Anonymity will be respected, and only those donors wishing to be recognized will be acknowledged. Donor Recognition Walls/Boards will be unobtrusive and designed to blend in with the setting and decor. It will remain in place for a term as determined by the Superintendent after which will be reviewed to determine whether it remains appropriate to leave in place. The Donor Recognition Wall/Board will be designated to thank all donors above a threshold of **\$500** in cash or equivalent value for a **five year** period following the donation. **The Friends of Hopewell Furnace** holds the responsibility for maintenance of this Donor Recognition Wall/Board.

### **Planting of Vegetation**

Planting of trees and other vegetation with donor funds is appropriate, but recognition will not be displayed directly on the plantings. See Donor Plaques/Plates (above) for language about placement of plaques near a planting site and Article II for levels of donations that warrant on-site recognition.

### **Positions, Programs, and Endowments**

NPS (educational, interpretive, research, recreational, youth, or other) long-term positions, programs, and endowments may be named to recognize a gift made to support a long-term program or position. (See Director's Order #21 Sections 4.2 and 8.6). The Director must approve specific naming opportunities before an offer can be made to a potential donor. Any naming must comply with all statutory, and regulatory requirements. In addition, hiring individuals for endowed, named positions must follow all applicable employment laws and procedures. When the Superintendent and donor are in agreement that a naming should be proposed, The Superintendent will submit and letter to the Director, through the regional office, requesting consideration. The letter should include the rationale for naming as well as the length of time this naming is proposed to remain. This guidance does not apply to programs occurring outside of the Park managed exclusively by the Park's philanthropic partners. These will be addressed on a case-by-case basis.

### **Equipment, Vehicles and Other Assets**

Equipment, vehicles and other assets (such as bicycles, watercraft, equipment trailers, and mobile information trailers) purchased with donor funds or provided as a direct donation of property may include an unobtrusive credit line using the donor's name but not name script or logo. If the equipment includes a graphic wrap - the donor recognition should still be an unobtrusive credit line within that wrap, such as a text-only line that states, "Donated by \_\_\_\_\_."

#### **Temporary Items and Signage**

Temporary donor recognition may be allowed on NPS printed materials and other items that are not intended to stay in the Park (e.g., brochures, newsletters, posters, table cards, cards, banners, and certain temporary signage). NPS temporary signage could include temporary construction signs placed on the fence at a construction site in the Park, temporary or portable exhibits, and temporary project displays. Donor name script or logo of partners, corporate partners, and lead donors may be included as part of temporary donor recognition provided it is embedded in a short, unobtrusive donor credit line at the end of the material or in an appropriate location on the signage. It is important to avoid any appearance or public perception of commercialization or product endorsement that would impair the park visitor experience (36 CFR 5.1).

#### **V. Prohibitions**

**Impact on Natural and Cultural Landscapes or Historic Fabric:** On-site recognition will not intrude on the character of the Park by detracting from its natural and cultural landscapes. Donor recognition must not be affixed to the interior or exterior historic fabric of structures or museum collections for any period of time.

**Naming of Resources:** The naming of natural, cultural, or recreational resources will not be used to recognize donations.

**Permanent Naming of NPS Facilities:** The Park is prohibited from permanently recognizing or identifying donors or Park partners for monetary contributions or other donations on any Park facility or asset. The temporary naming of rooms and interior spaces in NPS facilities might be permitted by the Director to recognize donations for the renovation of that facility or construction of a new facility. Acknowledgement of donations on other types of assets such as benches and viewing platforms is limited to the means outlined in previous sections of this Plan.

**Special Considerations:** Donors will not receive special treatment or consideration under any law, regulation, or policy. This includes preferential treatment on any applications for Special Use Permits, and the prohibitions and limitations on in-Park

advertising including distribution of product samples. This does not preclude donors and partners from working together on events, programs and special use permits related to programs and projects identified in their Partnership Agreement and Annual Work Plan.

### **Endorsement**

Federal employees are prohibited by law from using or permitting the use of their position, title, or authority to endorse any service, product, or enterprise. Therefore, donor recognition cannot state or imply Department of the Interior, NPS, Park, or government employee endorsement of any business, brand, product, or service. Also, NPS employees may not appear in any corporate advertising. These prohibitions do not prevent the Park from acknowledging the assistance provided by a donor and how that assistance has benefited the Park. Park staff may be photographed in uniform accepting a donation. Any distribution of those photos in print or electronic media should be reviewed by NPS (per the agreement with the donor/partner) in order to ensure that the intention is not marketing or endorsement but rather to announce the acceptance of the donation.

### **Use of the NPS Arrowhead or Images of NPS Staff in Uniform by the Donor**

The use of the NPS Arrowhead is strictly regulated by federal law, regulation, and NPS policy. Park staff and philanthropic partners will follow policy specified in 36 CFR 11 and NPS Director's Orders #52D. Partners should consult with the key official identified in their Partnership Agreement to determine if use of the arrowhead or image of NPS staff in uniform is appropriate. An NPS staff may be photographed in uniform accepting the donation and this photograph could be used to announce the donation or thank the donor; however, this image could not be linked to a statement of endorsement or used in connection with any marketing or advertising.

### **Recognition for Corporate Partnerships**

The Park will follow the requirements pertaining to acceptance and recognition of corporate donations found in Section 8.8 of Director's Order #21. Corporate donors may receive recognition on the same basis as other donors, if the recognition does not suggest official endorsement or could be perceived by the public as in-Park advertisement. Additionally, the use of name scripts or logos for corporations or organizations are prohibited except as part of a credit line (and only as part of a credit line) on printed materials, temporary signage, other temporary items, and limited forms of digital media.

## **VI. Signatures:**

*David M. ...*  
FOR Superintendent  
HOPEWELL FURNACE NATIONAL HISTORIC SITE

1/12/20  
Date

*Hayley ...*  
Regional Director

12/11/19  
Date



# Bylaws of The Friends of Hopewell Furnace NHS

## **Bylaws of The Friends of Hopewell Furnace**

### **Table of Contents**

<b>Article I</b>	<b>Offices, Mission, and Administration</b>
<b>Article II</b>	<b>Members</b>
<b>Article III</b>	<b>Meeting of Members</b>
<b>Article IV</b>	<b>Directors</b>
<b>Article V</b>	<b>Officers</b>
<b>Article VI</b>	<b>Vacancy of Office</b>
<b>Article VII</b>	<b>Books and Records</b>
<b>Article VIII</b>	<b>Membership Certificates</b>
<b>Article IX</b>	<b>Business Transactions</b>
<b>Article X</b>	<b>Fiscal Policy</b>
<b>Article XI</b>	<b>Annual Report</b>
<b>Article XII</b>	<b>Indemnification</b>
<b>Article XIII</b>	<b>Amendments</b>
<b>Article XIV</b>	<b>Termination of Corporation</b>
<b>Article XV</b>	<b>Miscellaneous Provisions</b>

# Bylaws of The Friends of Hopewell Furnace NHS

## BYLAWS

of

### THE FRIENDS OF HOPEWELL FURNACE

(A Pennsylvania Nonprofit Corporation)

#### **Article I      Offices, Mission, and Administration**

**Section 1.01. Registered Office.** The registered office of the corporation in the Commonwealth of Pennsylvania shall be 2 Mark Bird Lane, Elverson, Pennsylvania, 19520, until otherwise established by a vote of a majority of the Board of Directors in office, and a statement of such change is filed in the Pennsylvania Department of State; or until changed by an appropriate amendment of the articles of the incorporation.

**Section 1.02. Other Offices.** The corporation may also have offices at such other places as the Board of Directors may appoint or the business of the corporation requires.

**Section 1.03. Mission.** The Friends of Hopewell Furnace National Historic Site (hereinafter referred to as "Friends") is an organization whose mission is to support the preservation, maintenance and activities of Hopewell Furnace National Historic Site, (hereinafter referred to as the "Park"). The Friends shall be a voluntary, non-profit, incorporated association and shall have the following objectives:

1. To create public support for an expanding Park program.
2. To encourage gifts, endowments and memorials for the Park.
3. To intensify community awareness and use of the Park.
4. To provide direct financial assistance by purchasing special and unusual items which would be of benefit but cannot be purchased from the budget of the Park.
5. To sponsor programs designed to aid the mission of the Park.
6. To encourage people to become Park volunteers.
7. To sponsor educational seminars.
8. To author and publish pamphlets and books about the Park's History.
9. To organize social events at local establishments.
10. To bring together individuals and groups at local, regional and national levels.
11. To promote awareness of the programs and activities through social media.
12. To assist and/or advocate the protection of natural and cultural resources.
13. To comply with the laws of the Commonwealth of Pennsylvania and to the laws of the United States of America pertaining to the Internal Revenue Service code 501(c)(3).



# Bylaws of The Friends of Hopewell Furnace NHS

**Section 1.04. Fiscal Year.** The fiscal year of the corporation shall begin on October 1<sup>st</sup> and end on September 30<sup>th</sup> of the following year.

**Section 1.05. Terms of Office.** The Board of Directors (hereafter referred to as the Board) is composed of both officers and directors. All officers and directors shall have a term of office beginning January 1<sup>st</sup> and ending based on the duration of their term as assigned by the Board. The officers shall be assigned term duration of 1 year and the directors may be assigned term duration of 1, 2, or 3 years. There is no limit to the number of terms served for any board member. The objective for the director's term of office shall be staggered such that only 1/3 of the directors shall be up for reelection in any given year.

**Section 1.06. Meeting Types, Quorum, Motions.** There are two types of meetings: member meetings or board meetings. Regardless of meeting type, a quorum is required to approve motions. A quorum for either meeting type is defined as three officers present and one third of the directors present. At a member meeting, all members present may make motions and vote on the motions. At a board meeting, normally board members may make motions and vote on the motions. The Board may allow time during the board meeting for any member present to make and vote on motions. For either type of meeting, in the event of a tie vote, the presiding officer may break the tie. The Bylaws contained within are at times left open for interpretation and allow the current Board to set policies and procedures based on the current needs of this corporation. This corporation may also refer to Robert's Rules of Order to assist with governing rules of situations not covered in these Bylaws.

**Section 1.07. President Emeritus.** The Board may offer to any prior President an honorary title of President Emeritus for a one year term. The Board shall annually review for consideration of approval all such honorary appointments. This honorary appointment entitles the individual to full membership privileges however the President Emeritus may make motions but not vote. Should this individual desire to become a Board member then he or she must follow the standard practice of payment of dues.

**Section 1.08. Corporate Seal.** The corporate seal shall have inscribed thereon the name of the corporation, the year of its organization and the words "Corporate Seal, Pennsylvania".

## Article II Members

**Section 2.01. Dues.** After a payment of dues and expressed interest in the purpose of the corporation, an individual is granted membership that runs one year from the time of sign up. A membership card is issued and may be sent via mail. In addition, a thank you card, a schedule of upcoming meetings and programs may be sent via mail. The Board may determine from time to time the membership categories and annual dues payable by the members. The Board may extend an honorary membership to any individual directly involved with a fund-raising activity that directly benefits the Friends. However, this does not entitle him or her to be eligible for Board membership unless he or she makes the normal payment of dues.

# Bylaws of The Friends of Hopewell Furnace NHS

**Section 2.02. Discipline.** The Board, by affirmative vote of two-thirds of all of the members of the Board, may issue a leave of absence or expel a member for cause after an appropriate hearing, and may, by a majority vote of those present at any regularly constituted meeting, terminate the membership of any member who becomes ineligible for membership or who shall be in default in the payment of any dues or assessments. Upon written request, a former member may be reinstated by payment of dues and any other such terms as the Board may deem appropriate.

## **Article III Meeting of Members**

**Section 3.01. Meeting Place.** Meetings of the members shall be held at the Park, or at such other place or places, as may from time to time be fixed by the Board.

**Section 3.02. Annual Member Meeting.** At a Board Meeting no later than September, the Board shall determine the date of the upcoming Annual Member Meeting. The Annual Member Meeting shall normally be held on the 2nd Sunday of November in each year unless the standard date is changed by the Board with notification sent to all Board Members. The primary purpose for the Annual Member Meeting is to hold the election of the Officers and Directors (whose terms are expiring) as well as review the Annual Report. Additional nominations for officers and directors made from the floor may be considered for election. Other business may also be brought before the Board at this meeting. All members in good standing and in attendance at the meeting are entitled to vote. . If the election needs to be delayed for any reason, the Board shall arrange for the election to be held in the following month utilizing all of the approved methods for the election but no later than December of that same year.

**Section 3.03. Nominating Committee.** At a Board Meeting no later than August, the President shall appoint three members who are not officers to serve as a Nominating Committee which shall confer promptly and be prepared to place in nomination the names of candidates to fill both the officers and directors whose terms are expiring for the ensuing year. The committee shall elect its own Chairperson. The nominations shall be presented at the September meeting.. Staggering the director's term of office such that only 1/3 will be up for election in ensuing years, may be achieved in the first year of implementation by nominating 1/3 for one year, 1/3 for two years and 1/3 for 3 years. For all subsequent years all the directors may receive 3 year terms of office.

**Section 3.04. Special meetings.** Upon the request of an Officer or of a Director who has called a special meeting, business transacted at the special meeting shall be confined to the subjects stated in the call and matters relevant thereto. At the request of at least 10% of the membership, a special meeting may be called.

**Section 3.05. Meeting Notices.** Notice of every meeting, stating the time, place and object thereof, shall be given at least seven days prior to the day named for the meeting. For Member meetings or meetings for fundamental change shall be given at least

## Bylaws of The Friends of Hopewell Furnace NHS

ten days' notice. Methods of notification may include flyers, social media, e-mails, phone calls, press releases, U.S. mail and any other method of communication deemed appropriate.

Section 3.06. **Member Voting Rights**. Every member of the corporation shall be entitled to one vote. No member shall sell his vote for money or anything of value. Upon request of a member, the books or records of membership shall be produced at any regular or special meeting of the corporation. If at any meeting the right of a person to vote is challenged, the presiding officer shall require such books or records to be produced as evidence of the right of the person challenged to vote. All persons who appear by such books or records to be members and have attained the age of eighteen are entitled to vote. In the case of family memberships each member of the family over the age of 18 shall have the right to one vote. In the case of a corporate member one natural person shall be appointed to cast one vote. The right of a member to vote, and his right, title and interest in or to the corporation or its property, shall cease on the termination of his membership. Ex officio members may not make motions or vote.

Section 3.07. **Voting Methods**. Voting methods may be determined by the Board. Elections for directors need not be by ballot except upon demand made by a member at the election and before the voting begins. Only those members in good standing who are present may vote.

Section 3.08. **Election Judges**. In advance of the Annual Member Meeting, the Board may appoint judges of election, who need to be members, to act at such meeting or any adjournment thereof. If judges of election are not so appointed, the presiding officer of any such meeting may, and on the request of any member shall, make such appointments at the meeting. The number of judges shall be one or three. No person who is a candidate for office shall act as a judge.

### Article IV Directors

Section 4.01. **Qualifications**. The business and affairs of this corporation shall be managed by its Board, at least 4 in number and less than 16 shall be natural persons having attained the age of 18 but who shall be members of this corporation. They shall be elected by the members at the annual meeting of members of the corporation, and each director shall be elected for a term of not more than 3 years as determined by the Board and until a successor shall be elected and shall qualify. There are no limits to the number of terms served.

Section 4.02. **Powers**. In addition to the powers and authorities by these Bylaws expressly conferred upon them, the Board may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the Articles or by these By-Laws directed or required to be exercised or done by the members. Each director's role shall be assigned by the Board and may be changed as the needs of the Board change.

Section 4.03. **Board Meetings**. The meetings of the Board may be held at such times and at such place or places within this Commonwealth or elsewhere, as a majority

## Bylaws of The Friends of Hopewell Furnace NHS

of the directors may from time to time appoint, or as may be designated in the notice calling the meeting.

Section 4.04. **Motions**. Any oral or written motion which may be made at a Board meeting requires a second as well as a simple majority vote for approval.

Section 4.05. **Committees**. The Board may establish committees consisting of at least one director, and as many other members including officers as deemed necessary by the Board. The committee may nominate a chairman and hold meetings as agreed by the committee members. Any member of the committee may report findings to the Board but only a director or officer may submit motions from this committee at a Board meeting.

Section 4.06. **Compensation**. The Board shall not be compensated for their services, and a director may not be a salaried officer of the corporation.

Section 4.07. **Disqualifications**. The Board may declare vacant the office of a director if he or she is declared of unsound mind by an order of court or is convicted of felony, or if within sixty days after notice of his or her selection, he or she does not accept such office either in writing or by attending a meeting of the Board, and fulfill such, other requirements of qualification as the Bylaws may specify. The Board may vote a director for a leave of absence.

### Article V      Officers

Section 5.01. **Qualifications**. The executive officers of the corporation shall be chosen by the members, and shall be a President, Vice President, 2<sup>nd</sup> Vice President, Secretary, Treasurer and such other officers and assistant officers as the needs of the corporation may require. The President and Secretary shall be natural persons having attained the age of 18 but who shall be members of this corporation. The Treasurer, however, may be a corporation, but if a natural person, shall have attained the age of 18 but who shall be members of this corporation. They shall hold their offices for a term of one year and shall have such authority and shall perform such duties as are provided by the Bylaws and as shall from time to time be prescribed by the Board. The Board may secure the fidelity of any or all such officers by bond or otherwise.

Section 5.02. **Removal from Office**. Any officer or director may be removed by the Board whenever in its judgment the best interests of the corporation will be served thereby, but such removal shall be without prejudice to the contract rights of any person so removed. An officer or director absent from 3 consecutive meetings without a reasonable excuse may be removed from office.

Section 5.03. **President's Role**. The President shall be the chief executive officer of the corporation; shall preside at all meetings of the members and directors; shall have general and active management of the affairs of the corporation; shall see that all orders and resolutions of the Board are carried into effect, subject, however, to the right of the directors to delegate any specific powers, except such as may be by statute exclusively

## Bylaws of The Friends of Hopewell Furnace NHS

conferred on the President, to any other officer or officers of the corporation; shall execute bonds, mortgages and other documents requiring a seal, under the seal of the corporation. The President shall be EX-OFFICIO a member of all committees and shall have the general powers and duties of supervision and management usually vested in the office of President.

Section 5.04. **Vice President's Role**. The Vice President and 2<sup>nd</sup> Vice President shall act in all cases for and as the President in the latter's absence or incapacity, and shall perform such other duties as may be required to do from time to time.

Section 5.05. **Secretary's Role**. The Secretary shall attend all sessions of the Board and all meetings of the members and act as clerk thereof, and record all the votes of the corporation and the minutes of all its transactions in a book to be kept for that purpose; and shall perform like duties for all committees of the Board when required. The Secretary shall give, or cause to be given, notice of all meetings of the members and of the Board, and shall perform such other duties as may be prescribed by the Board or President. An assistant secretary may be appointed and approved by the Board.

Section 5.06. **Treasurer's Role**. The Treasurer shall have custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation, and shall keep the moneys of the corporation in a separate account to the credit of the corporation. The Treasurer shall disburse the funds of the corporation as may be ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and directors, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the corporation. An assistant Treasurer may be appointed and approved by the Board.

### Article VI Vacancy of Office

Section 6.01. **Filling a Vacancy**. If the office of any officer or director becomes vacant for any reason, the Board may nominate a successor, who shall hold office for the unexpired term in respect of which such vacancy occurred. A special member meeting shall be held to vote on the nominee.

### Article VII Books and Records

Section 7.01. **Safekeeping**. The corporation shall keep an original or duplicate record of the proceedings of the members and the directors, the original or a copy of its, Bylaws, including all amendments, thereto to date, certified by the Secretary of the corporation, and an original or a duplicate membership register, giving the names of the members, and showing their respective contact information and the class and other details of the membership of each. The corporation shall also keep appropriate, complete and accurate books or records of account. The records provided for herein shall be kept at either the registered office of the corporation in this Commonwealth, or at its principal place of business

## Bylaws of The Friends of Hopewell Furnace NHS

wherever situated. A copy of the member's contact information shall be kept in a locked container at this same location.

Section 7.02. **Accessibility**. Every member shall, upon written demand under oath stating the purpose thereof, have a right to examine, in person or by agent or attorney, during the usual hours for business for any proper purpose, the membership register, books and records of account, and records of the proceedings of the members and directors, and to make copies or extracts therefrom. A proper purpose shall mean a purpose reasonably related to the interest of such person as a member. In every instance where an attorney or other agent shall be the person who seeks the right to inspection, the demand under oath shall be accompanied by a power of attorney or such other writing which authorizes the attorney or other agent to so act on behalf of the member. The demand under oath shall be directed to the corporation at its registered office in this Commonwealth or at its principal place of business wherever situated.

### **Article VIII Membership Certificates**

Section 8.01. **Membership Identification**. Membership in the corporation may be evidenced by Certificates of Membership, in which case they shall be in such form and style as the Board may determine. The fact that the corporation is a nonprofit corporation shall be noted conspicuously on the face of each certificate. They shall be signed by the President or a Vice President and by the Secretary or an Assistant Secretary, and shall bear the corporate logo as well as the non-profit corporation 501(c)(3).

### **Article IX Business Transactions**

Section 9.01. **Real Assets**. The Friends may make purchases of real property from previously approved funds or by an approval of a majority of the officers and one third of the directors. Prior to the Friends purchase of real property for the Park's use, the Park shall be notified and given an opportunity to decide whether to accept custodianship of such an item. The Friends may sell, mortgage, lease away or otherwise dispose of real property by an approval of a majority of the officers and one third of the directors.

Section 9.02. **Finances**. Whenever the lawful activities of the corporation involve among other things the charging of fees or prices for its services or products, it shall have the right to receive such income and, in so doing, may make an incidental profit. All such incidental profits shall be applied to the maintenance and operation of the lawful activities of the corporation, and in no case shall be divided or distributed in any manner whatsoever among the members, directors or officers of the corporation.

Section 9.03. **Endorsements**. All checks or demands for money and notes of the corporation shall be signed by such officer or officers as the Board may from time to time designate.

### **Article X Fiscal Policy**

## Bylaws of The Friends of Hopewell Furnace NHS

**Section 10.01. Incidental Expenditures.** The President, Vice-President or Treasurer may authorize expenditures that benefit the Friends not in excess of \$250.00. Such expenditures shall be reviewed at the next board meeting and the Board may suspend these spending privileges. All expenditures in excess \$250.00 require prior authorization by the Board.

**Section 10.02. Board Approved Expenditures.** All checks for authorized expenditures may be signed by the Treasurer, or in the event of the Treasurer's unavailability, by the President, First Vice President, Second Vice-President, or Secretary and need not be countersigned.

**Section 10.03. Deposits.** All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the Board may approve or designate.

**Section 10.04. Trust Assets.** Where the Friends is appointed trustee of a trust, the Board will hold the assets in trust, and invest, maintain and expend the assets for the benefit of the Park.

### Article XI Annual Report

Section 11.01. **Annual Accomplishments.** The Board shall present annually to the members a report, verified by the President and Treasurer or by a majority of the directors showing in appropriate detail the following:

1. The assets and liabilities, including the trust funds, of the corporation as of the end of the fiscal year immediately preceding the date of the report.
2. The principal changes in assets and liabilities including trust funds, during the 2 years immediately preceding the date of the report.
3. The revenue or receipts of the corporation, both unrestricted and restricted to particular purposes, for the year immediately preceding the date of the report, including separate data with respect to each trust fund held by or for the corporation.
4. The expenses or disbursements of the corporation, for both general and restricted purposes, during the year immediately preceding the date of the report, including separate data with respect to each trust fund held by or for the corporation.
5. The number of members of the corporation as of the date of the report, , and a statement of the place where the names and contact information of the current members may be found.
6. A proposed annual budget.
7. A report written by the President that is a reflection of his thoughts about the previous year.
8. A summary of the activities either sponsored by the Friends or supported by the Friends

## Bylaws of The Friends of Hopewell Furnace NHS

9. A work plan for the ensuing year that gives a short description of each item in the plan.
10. The titles of the officers and directors and the individuals holding the position and their tenure.
11. The approved mission statement of the Friends.
12. The results of the audit of the finances.

Section 11.02. **Filing Method.** This report shall be filed with the minutes of the meeting of members.

### Article XII Indemnification

Section 12.01. **Insurance.** The corporation shall indemnify each of its directors, officers, and employees whether or not then in service as such (and his or her executor, administrator and heirs), against all reasonable expenses actually and necessarily incurred by him or her in connection with the defense of any litigation to which the individual may have been a party because he or she is or was a director, officer or employee of the corporation. The individual shall have no right to reimbursement, however, in relation to matters as to which he or she has been adjudged liable to the Corporation for negligence or misconduct in the performance of his or her duties, or was derelict in the performance of his or her duty as director, officer or employee by reason of willful misconduct, bad faith, gross negligence or reckless disregard of the duties of his or her office or employment. The right to indemnity for expenses shall also apply to the expenses, of suits which are compromised or settled if the court having jurisdiction of the matter shall approve such settlement. The foregoing right of indemnification shall be in addition to, and not exclusive of, all other rights to that which such director, officer or employee may be entitled.

### Article XIII Amendments

Section 13.01. **Methods for change.** Proposed changes to the Bylaws, after approval of the Board, must be presented to the membership for a majority vote of members present at two consecutive board meetings. All members must be provided with these changes after the approval from these two consecutive board meetings. These changes will be sent to each member prior to the Annual Meeting.

### Article XIV Termination of Corporation

**Section 14.01. Termination.** Upon termination, the corporation must file with the Pennsylvania Department of State articles of dissolution or articles of amendment, merger, consolidation, division, or conversion, and a statement of termination.

**Section 14.02. Voluntary Dissolution.** Upon voluntary dissolution, the corporation shall immediately cause notice of the winding up proceedings to be officially published and to be mailed by certified mail to each known creditor, and claimant and to



## Bylaws of The Friends of Hopewell Furnace NHS

each municipal corporation in which its registered office or principal place of business is located.

**Section 14.03. Resolution to Dissolve.** Upon approval of a resolution to dissolve, and after paying or making provision for the payment of all liabilities, the officers shall dispose of all the corporation's assets exclusively to such organization or organizations organized and operated exclusively for charitable, educational, religious, or scientific purposes, as shall at the time qualify as an exempt organization under §501(c)(3) of the United States Internal Revenue Code or the corresponding provisions of any future United States Internal Revenue Code.

### **Article XV    Miscellaneous Provisions**

**Section 15.01. Conference Call Meetings.** One or more persons may participate in a meeting of the Board or of the members by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. A conference call meeting may discuss any previously approved funded activities or programs. A conference call meeting may discuss and approve funding of an activity or program as long as its total cost is less than \$250.

**Section 15.02. Capital Contributions.** So long as the corporation shall continue to be organized on a non-stock basis, the Board shall have authority to provide for the members to make capital contributions in such amounts and upon such terms as are fixed by the directors in accordance with the provisions of section 5541 of the Nonprofit Corporation Law of 1988.

**Section 15.03. Permission for activities.** Activities of the Friends which shall entail use of the Park or involvement with the staff of the Park shall be coordinated with the Site Manager or Park Superintendent.

**Section 15.04. Custodianship of items.** The Friends shall maintain an inventory of all items either held in custodianship by the Park or by members of the Friends.

# Bylaws of The Friends of Hopewell Furnace NHS

## Approval Page

Signatures	2nd Vice	Date
<i>Just McCall</i>	President	13 Dec 2015
<i>Clara H. Jard</i>	Vice-president	13 Dec 2015
<i>Clara Howard</i>		13 Dec 2015
<i>Sam Delaplan</i>	President	13 Dec. 2015
<i>Laurie Griffiths</i>	Membership -	Dec. 13, 2015
<i>David Waters</i>	outdoor activ.	Dec. 13, 2015
<i>Edie Swan Howard</i>	public relations	
<i>Pat B. Hammond</i>	TREASURER	12/13/15
<i>Patricia A. Hyler</i>	Vice President	12/13/15
<i>Elissa Lewis</i>	Programs	12/13/15
<i>Jan T. ...</i>	Natural Resources	12/13/15
<i>Larry McCall</i>	secretary	13 Dec. 2015
<i>Bob ...</i>	Chair of Bylaw	Jan 10, 2016

1118

FRIENDS OF  
HOPEWELL FURNACE NATIONAL HISTORIC SITE  
CONSTITUTION

ARTICLE I

NAME

The name of this organization shall be Friends of Hopewell Furnace, hereinafter referred to as the Friends.

ARTICLE II

OBJECTIVES/MISSION

- A. The Friends of Hopewell Furnace is a citizen organization whose mission is to support the preservation, maintenance and activities of Hopewell Furnace National Historic Site, hereinafter referred to as the Park.
- B. The Friends shall be a voluntary, non-profit, ~~un~~incorporated association and shall have the following objectives: *see*
1. To create public support for an expanding park program,
  2. To encourage gifts, endowments and memorials for the park,
  3. To intensify community awareness and use of the park,
  4. To provide direct financial assistance by purchasing special and unusual items which would be of benefit but cannot be purchased from the budget of the park,
  5. To sponsor programs designed to aid the mission of the park,
  6. To encourage people to become park volunteers.

ARTICLE III

MEMBERS

A person becomes a member by payment of dues membership. Membership shall be annual and shall be renewable each year by payment of the annual dues. The following membership categories and rates shall be initially established:

Friend.....	\$10
Senior Friend.....	\$15
Family.....	\$25
Special Friend.....	\$25
Contributing Friend.....	\$50 or more

ARTICLE IV

OFFICERS

The elective officers shall consist of President, Vice President, Secretary, and Treasurer. The Park Superintendent and/or designees of the Superintendent shall serve as ex-officio members of the Board of Directors.

ARTICLE V

BOARD OF DIRECTORS

All of the officers described in the preceding Article, together with the chairpersons of committees, shall constitute a Board of Directors which shall act finally on all projects proposed and on all matters arising between meetings of the Friends. One-third of the members of the Board of Directors shall constitute a quorum. The Board of Directors shall ~~fill vacant offices~~ until the next annual meeting.

ARTICLE VI

ELECTIONS

The officers shall be elected at an Annual Meeting of the Friends to be called in November or December of each year at a time and place to be decided by the Board of Directors.

The election shall be by ballot cast by all those present and qualified to vote. The nominee for each office receiving the majority of the votes cast shall be declared duly elected. Newly elected officers and directors shall assume their offices January 1st following their election.

ARTICLE VII

NOMINATING COMMITTEE

Preliminary to the Annual Meeting and at least four weeks prior thereto, the President shall appoint three members who are not officers to serve as a Nominating Committee which shall confer promptly and be prepared to place in nomination at the meeting the names of candidates to fill all elective offices for the ensuing year. The committee shall elect its own Chairperson. Additional nominations may be made from the floor at the Annual Meeting.

ARTICLE VIII

STANDING COMMITTEES

The President shall appoint chairpersons of any committees that may hereafter be created.

ARTICLE IX

DISSOLUTION

In the event of dissolution of the Friends any assets shall be distributed to the Park as a donation.

ARTICLE X

AMENDMENTS

Amendment of the Constitution may be accomplished by a two-thirds vote at any meeting of the Friends, provided that notice of the proposed change has been given all members at least two weeks prior to such meeting.

BY-LAWS

ARTICLE I

DUTIES OF OFFICERS

Section 1. The President shall be the chief executive. The President shall call and preside at all meetings of the Friends or of the Board of Directors, appoint committees, see that they function and that they make regular reports to the Board of Directors. In the President's absence the Vice President shall have all these powers and duties.

Section 2. The Secretary shall keep the general records of the Friends and minutes of all meetings and shall record all committee appointments. The Secretary shall also act as corresponding secretary, performing all the duties customary to the office: sending notices, conducting correspondence, etc., and performing such other duties as may be assigned from time to time.

Section 3. The Treasurer shall report at each meeting of the Friends and of its Board of Directors, collect dues, pay expenditures as approved by the Board, maintain accounting records, and keep a current list of members.

Section 4. All officers shall serve without compensation.

Section 5. The Board of Directors shall have, in addition to the duties provided herein, final responsibility for execution of the policies of the Friends, including the right to over-rule or modify the action of any officer or committee. It shall designate a bank or banks of deposit for funds of the Friends, shall have the power to invest surplus funds and shall cause the books to be audited annually.

ARTICLE II

DUES - EXPENDITURES

Section 1. In its discretion the Board of Directors may recommend at the annual meeting the dues payable by Members for the next succeeding full year.

Section 2. No financial obligations shall be incurred or bills paid unless first approved by the Board of Directors. All bills must be signed by an officer or a chairperson of the committee through which the expenditure originated when submitted for such approval.

Section 3. The fiscal year shall be the calendar year.

ARTICLE III

MEETINGS

Section 1. Meetings of the Board of Directors shall be called at the President's discretion or at the request of any three members of the Board of Directors.

Section 2. In addition to the Annual Meeting stipulated in Article VI of the Constitution other meetings of the Friends may be called at the President's discretion and shall be called at the request of any five members of the Board of Directors.

ARTICLE IV

RESTRICTION ON ACTIVITIES

Section 1. The Friends shall neither act as, or hold itself out to be, an agent of the Park nor shall the Friends be subject to the control of the Park.

Section 2. All activities of the Friends which will entail use of the Park or involvement with the staff of the Park shall be first discussed and coordinated with the Park Superintendent.

AMENDMENTS

Section 1. Amendment of these By-Laws may be accomplished by a two-thirds vote at a membership meeting provided that notice of the proposed amendment has been given to all members at least two weeks prior to such meeting.

Adopted [insert date here]

12/15/90

ARTICLE III - DISSOLUTION

1. In the event of dissolution of the Friends, any assets shall be distributed to the Park as a donation.



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF REVENUE



BUREAU OF BUSINESS TRUST FUND TAXES  
DEPT. 280909  
HARRISBURG, PA 17128-0909

SALES AND USE TAX  
CERTIFICATE OF EXEMPTION

FRIENDS HOPEWELL FURNACE NHS  
2 MARK BIRD LN  
ELVERSON PA 19520-9535

Entity ID: 23-2895918/000  
Notice Number: 147-214-299-080-3  
Notice Date: August 8, 1999  
Account Number: 75-408-365  
Exemption Type: CHARITABLE  
Void After: August 31, 2004

USE OF THIS CERTIFICATE FOR PERSONAL OR NONEXEMPT PURCHASES WILL RESULT IN  
CANCELLATION OF EXEMPT STATUS.  
Always refer to your Account Number in correspondence.

If your organization changes its name, address or ceases operation, complete the appropriate sections below and return this form to: PA Department of Revenue, Bureau of Business Trust Fund Taxes, Exemption Unit, Dept. 280901, Harrisburg, PA 17128-0901. Any questions may be addressed to the above address, or call (717) 783-5473; TDD # 1-800-447-3020 (Services for Special Hearing and Speaking Needs Only).

Name and/or Address Change			Cancellation of Exemption
Name			
Address			
City	State	Zip Code	Date organization ceased operation

Signature and Title of Authorized Representative

Date

Print Name

Telephone No:( )

-3-

**THE FRIENDS OF HOPEWELL FURNACE**

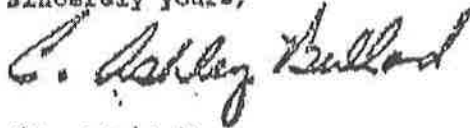
You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

If we have indicated in the heading of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,



District Director

Enclosure(s):  
Addendum



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF REVENUE

J OF BUSINESS TRUST FUND TAXES

DEPT. 280909  
HARRISBURG, PA 17128-0909

August 4, 1999

FLORENCE K. WILLIAMS  
FRIENDS OF HOPEWELL FURNACE-NHS  
2 MARK BIRD LANE  
ELVERSON, PA 19520

Re: Exemption Number 75-408-365

Dear FLORENCE K. WILLIAMS:

The Department has approved your organization's application as an Institution of Purely Public Charity. This approval is effective from 04/08/99, the date the Department received a completed application. The sales and use tax exemption is limited to the purchase made on behalf of the institution's charitable purpose.

The exemption given to your institution is limited and does not apply to:

- (a) The purchase of materials, supplies or equipment used in the construction, reconstruction, renovation, remodeling or repair of a real estate structure and equipment used in the maintenance of a real estate structure, except materials, supplies and equipment that qualify as "building machinery and equipment" pursuant to Act 45 of 1998;
- (b) The purchase by a member, officer or leader of the institution;
- (c) Charges subject to the hotel or motel occupancy tax;
- (d) Purchases by the institution acting as a collection agent for its membership;
- (e) Purchase for property, real or personal, that is not used in furtherance of the charitable purpose.

To qualify for exemption, the purchase must be made in the name of the institution and with money from its funds. At the time of making tax-free purchases, the institution must issue an exemption certificate to the seller in lieu of the payment of tax. A Blanket Exemption Certificate, which is enclosed, once issued to the supplier may be used for all future exempt purchases. The certificate must contain the Exemption Number appearing above. You may reproduce additional copies as the bureau does not supply exemption certificate forms in bulk. If you have any questions, please contact the bureau.

If the institution makes taxable sales, although for fund raising purposes, it must register with the bureau for the collection of tax.

**If, at any time, the Internal Revenue Service revokes the exempt status of the institution or the institution is unsuccessful in an exemption challenge by local government or before an arbitration panel, the bureau must be contacted within ten days.**

Sincerely,

Patricia Little  
Miscellaneous Tax Division  
(717) 705-2801

Enclosure(s)



FROM : Hopewell Furnace NHS

PHONE NO. : 610+582+2768

Apr. 13 1998 10:30AM P2

678 1700 - 6000 - 10000

File 678-9224

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

DEPARTMENT OF THE TREASURY

Date:

MAR 13 1998

THE FRIENDS OF HOPWELL FURNACE  
NATIONAL HISTORIC SITE  
2 MARK BIRD LN  
ELVERSON, PA 19520

Employer Identification Number:  
23-2095918

DLN:  
17053008202008

Contact Person:  
B. A. SIEREVELD

Contact Telephone Number:  
(513) 241-5199

Accounting Period Ending:  
December 31

Form 990 Required:  
Yes

Addendum Applies:  
Yes

Dear Applicant:

Based on information supplied; and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in section 509(a)(2).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, if you are involved in an excess benefit transaction, that transaction might be subject to the excise taxes of section 4958. Additionally, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please contact your key district office.

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(2) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(2) organization.

Letter 947 (DO/CG)

FROM : Hopewell Furnace NHS

PHONE NO. : 610+582+2768

Apr. 13 1998 10:31AM P3

-2-

## THE FRIENDS OF HOPEWELL FURNACE

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of Code sections 2055, 2106, and 2522.

Contribution deductions are allowable to donors only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. See Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, which sets forth guidelines regarding the deductibility, as charitable contributions, of payments made by taxpayers for admission to or other participation in fundraising activities for charity.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding \$1,000,000 in any year, the penalty is \$100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding \$1,000,000 shall not exceed \$50,000. This penalty may also be charged if a return is not complete, so be sure your return is complete before you file it.

You are required to make your annual return available for public inspection for three years after the return is due. You are also required to make available a copy of your exemption application, any supporting documents, and this exemption letter. Failure to make these documents available for public inspection may subject you to a penalty of \$20 per day for each day there is a failure to comply (up to a maximum of \$10,000 in the case of an annual return).

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

Letter 947 (DO/CG)