

GREEN RIVER LAKE, KENTUCKY PROJECT; RE: COOPERATIVE AGREEMENT BY AND BETWEEN THE UNITED STATES ARMY ENGINEER DISTRICT, LOUISVILLE AND FRIENDS OF GREEN RIVER LAKE, INC., A KENTUCKY NONPROFIT CORPORATION

THIS COOPERATIVE AGREEMENT is made and entered into by and between the United States Army Engineer District, Louisville, hereinafter referred to as the Corps, and Friends of Green River Lake, Inc., a Kentucky nonprofit corporation, hereinafter referred to as the Corporation.

WITNESSETH, THAT:

WHEREAS, this Cooperative Agreement shall be executed in duplicate original;

WHEREAS, this Cooperative Agreement is made and entered into for the mutual benefit of the Corps and the Corporation;

WHEREAS, the Green River Lake, Kentucky project is owned by the United States of America, and is managed (i.e. real property administrative accountability) by the United States Army Engineer District, Louisville;

WHEREAS, operational goals associated with public recreation at the Green River Lake, Kentucky project include public education and visitor services, which are achieved through a range of activities, programs and events;

WHEREAS, the Corporation is a nonprofit corporation organized and existing under and pursuant to the laws of the Commonwealth of Kentucky; is organized exclusively for charitable, religious, educational and/or scientific purposes under and pursuant to the laws of the Commonwealth of Kentucky and Section 501(c)(3) of the Internal Revenue Code of the United States of America; and is in good standing with the Office of the Secretary of State, Commonwealth of Kentucky;

WHEREAS, the Corporation has Section 501(c)(3) nonprofit tax status with the Internal Revenue Service and the taxing authorities of the Commonwealth of Kentucky;

██████ Duplicate Original, United States Army Engineer District, Louisville

██████ Duplicate Original, Friends of Green River Lake, Inc.

WHEREAS, the Corporations' corporate purpose is to promote the educational and recreational uses of the Green River Lake, lake shore and associated lake regions while protecting and enhancing their ecological, historical, and cultural attributes; and

WHEREAS, the Corps wishes to accept and the Corporation wishes to provide the hereinafter described services to the visiting public at the Green River Lake, Kentucky project.

NOW, THEREFORE, WITNESSETH: That for and in consideration of the mutual benefits which will accrue to the Corps and the Corporation, and pursuant to the authorities provided in the Federal Grant and Cooperative Agreement Act, Public Law 95-224 (31 U.S.C. 6301-6308); the Authority to Accept Donations, Public Law 50-194; the Flood Control Act of 1944, as amended, Public Law 78-534; the Federal Water Recreation Act, Public Law 89-72; the National Historic Preservation Act, as amended, Public Law 89-665; the National Environmental Policy Act, Public Law 91-190; the Archeological Resource Protection Act, as amended, Public Law 96-95; Engineer Regulation 1130-2-500, Chapter 9; and Engineer Pamphlet 1130-2-500, Chapter 9, the Corps and the Corporation do hereby agree as follows:

1. SCOPE OF THE AGREEMENT:

The Corps authorizes the Corporation to provide, and the Corporation agrees to provide, the hereinafter described interpretive, educational, and maintenance services to the visiting public.

2. CORPS RESPONSIBILITIES.

(a.) Timely Review and Approval.

The Corps agrees to timely review and approve or disapprove Corporation proposals, programs, special events, suggestions and other activities in which the Corporation might wish to engage.

(b.) Use of Government Facilities.

(i.) Should the Corporation, as part of its cooperative activities, require the use of Corps' facilities at the Green River Lake, Kentucky project, the Corps agrees to provide at no cost to the Corporation such facilities, utilities, janitorial services and routine and general maintenance when incidental to the normal operation of the facility by the Corps. At this time

it is not anticipated that the Corporation will require the use (e.g. license or lease) of fee lands located within the boundary of the Green River Lake, Kentucky project.

(ii.) Should the Corporation require facilities, utilities and services over and above that which the Corps would normally expend to operate the facility, the Corporation will reimburse the Corps through in-kind services of a value equal to the Corps' additional incurred costs.

3. CORPORATION RESPONSIBILITIES.

(a.) Corporate Requirements.

(i.) The Corporation shall maintain nonprofit tax status in accordance with federal and state laws. The Corporation's Articles of Incorporation and By-Laws shall comply with the statutory requirements of the Commonwealth of Kentucky. The Corporation will make available for inspection, at the request of the Corps, documents demonstrating nonprofit tax status.

(ii.) This Cooperative Agreement shall automatically terminate if Section 501(c)(3) nonprofit tax status is not maintained by the Corporation.

(iii.) The Corporation shall procure and shall maintain liability insurance which shall indemnify, save, hold harmless, and defend the United States of America against all fines, claims, damages, losses, judgments, and expenses arising out of, or from any omission, or activity of the Corporation, its directors, officers, employees, invitees, agents, and/or volunteers in connection with activities conducted under and pursuant to the terms of this Cooperative Agreement. The Corporation shall require its insurance carrier to furnish a copy of the referenced insurance policy to the Corps, or, if acceptable to the Corps, a certificate of insurance evidencing the procurement of such insurance.

(iv.) The Corporation will exercise reasonable care to prevent damage to any Government property used, or occupied during its operation and shall, insofar as possible, protect all such property. Any property of the United States of America damaged or destroyed by the Corporation, in carrying out the terms of this Cooperative Agreement, shall be promptly repaired or replaced at no expense to the Corps and to the satisfaction of the District Commander, or his/her designated representative.

(b.) Activities and Services.

(i.) The Corporation may offer educational and interpretive services which support the mission of the Corps and/or the Green River Lake, Kentucky project. This includes assisting, planning, designing, supporting, implementing and conducting interpretive and educational programs, activities and exhibits.

(ii.) The Corporation may offer maintenance and/or other services which support the mission of the Corps and its natural resource management program. This includes assisting, planning, designing, supporting, implementing and conducting maintenance programs, activities and exhibits.

(iii.) The Corporation will cooperate with the Corps in the following activities:

(a.) Produce and make available to visitors, by sale or free distribution, suitable interpretive and educational literature and aids to increase the visitors' understanding and appreciation of the natural history, cultural, historical and man-made features of the project area and the Corps of Engineers.

(b.) Assist in the development and support improvement of interpretive programs and materials, trails, campground facilities and recreation facilities, including construction of new facilities and maintenance and repair of existing facilities.

(c.) Assist in the sponsorship, which may include purchase of prizes to be used as give-aways or awards to contest winners, and support coordination of interpretive programs and contests, as well as special events. Special events are Kids Fishing Derby, Lakeshore Cleanup, Fishing with a Veteran and any future event deemed to be mutually beneficial to the Corps and the Corporation.

(d.) Assist in all practical ways the interpretive, educational and community programs of the Corps and the Green River Lake, Kentucky project for the benefit of the American public.

(e.) Prepare jointly with the Corps an Annual Activities List. This list will be reviewed, updated and signed each year.

(f.) The Corps and the Corporation agree that amendments may be made, by agreement of the Corps and the Corporation, concerning the scope of activities and services engaged in or provided by the Corporation.

(c.) Sales Option.

(i.) As part of this Cooperative Agreement, the Corporation may operate a sales area on a continuous or intermittent basis.

(ii.) The Corporation is hereby authorized to sell and/or distribute interpretive and educational items such as publications, maps, audiovisual aids, crafts and other objects directly related to the interpretive and educational themes of the Green River Lake, Kentucky project, the Visitor Center, the Region and the Corps. The Corps may request the Corporation to sell specific items of interpretive value. In addition, the Corporation is authorized to sell sundry items, such as food, snacks, personal safety and convenience items.

(iii.) The Corporation shall order, receive, inventory, stock and otherwise manage all items offered for sale and/or distribution.

(iv.) The Corporation will not sell any item that has not been approved by the District Commander or his/her authorized representative. Prices of said items will be submitted and approved in writing in advance by the District Commander or his/her authorized representative. The Corps will notify the Corporation of its approval within 30 days of receipt of each request.

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

(vi.) The Corporation will display the sales items in good taste and in keeping with the general design and decor of the facility which houses the sales area.

(vii.) The Corporation sales are restricted to a location approved by the Corps, which will be kept clean and presentable at all times.

(viii.) The Corporation will operate the sales area within the approved hours of operation. The specific hours of operation shall be approved in advance by the Corps' authorized representative.

d. Fiscal Management.

(i.) The Corporation will conduct its fiscal operations in accordance with accepted business practices. This includes using an appropriate funds accountability system, purchase orders, receipts, invoices and inventory records.

(ii.) The Corps may review the fiscal records of the Corporation at any time during the term of this Cooperative Agreement.

4. JOINT RESPONSIBILITIES.

(a.) Donation of Interpretive Services or Materials.

(i.) The Corporation may, at the discretion of its Board of Directors, loan materials to the Corps. The Corps reserves the right to accept or decline without obligation loans from the Corporation.

(ii.) The Corps will take reasonable precautions to protect items loaned by the Corporation, but assumes no other responsibility for these items. The Corps will return loaned property or items when requested to do so by the Corporation.

(iii.) The Corporation shall comply with all applicable regulations and policies concerning gifts and donations to the Corps. The Corps will only accept unconditional gifts and donations from the Corporation, in accordance with Army Regulation 1-100, Gifts and Donations, 15 November 1983. Gifts and donations may be accepted or declined with no obligation by the Corps.

(b.) Personnel.

(i.) The Corporation and the Corps shall each designate, in writing, a representative and an alternate who will act as points of contact for the purpose of implementing this Cooperative Agreement.

(ii.) The Corporation will provide such personnel as are reasonably necessary to conduct, operate and manage its cooperative activities.

(iii.) Corps personnel may not serve in a voting capacity on the Board of Director of the Corporation, or as Treasurer for the Corporation. Corps personnel may serve in an advisory capacity on the Board of Directors, or on committees of the Corporation. If the Corporation has a membership program, Corps personnel may join and participate in membership activities. However, Corps personnel may not act as the official representative of the Corporation in any matter relating to the Corps or the terms of this Cooperative Agreement.

(iv.) The Corps will orient corporate personnel, staff and volunteers about Corps rules, regulations and requirements, particularly with regard to the Green River Lake, Kentucky project and facilities, safety and appropriate emergency procedures. Corporate staff and volunteers involved in visitor contact will receive additional orientation regarding interpretive services. All orientation will be conducted prior to assumption of duties.

(v.) Corporate employees or volunteers may not wear the Corps uniform or items of clothing that resemble the Corps uniform. Employees and volunteers of the Corporation, when working at duties that bring them into contact with the public, will wear visible identification that identifies them as a corporate employee or volunteer.

5. ASSIGNMENT.

The Corporation shall not transfer or assign this Cooperative Agreement or any part thereof or interest therein, directly or indirectly, voluntary or involuntary, to any other person or entity.

6. MODIFICATIONS AND AMENDMENTS.

Modifications and amendments to this Cooperative Agreement may be undertaken upon the mutual written consent of the Corps and the Board of Directors of the Corporation.

7. DURATION.

This Cooperative Agreement shall be effective for five years commencing on the date following the execution of this

Cooperative Agreement by the Corps. This Cooperative Agreement shall automatically renew for another five year period on October 1 of the last year, unless notice of cancellation is given by either the Corps or the Corporation before the date of renewal. The Corps reserves the right to terminate this Cooperative Agreement, or any part thereof, at any time upon written notice. Prior to giving such notice, the Corps will meet with the Corporation to set forth the reasons for such termination.

8. MISCELLANEOUS.

(a.) The rights and benefits conferred by this Cooperative Agreement shall be subject to the laws of the United States of America governing the Corps of Engineers and to the rules and regulations promulgated thereunder, whether now in force, or hereafter enacted or provided; and the mention of specific restrictions, conditions and stipulations herein shall not be construed as in any way impairing the general powers of supervision, regulation and control by the Corps.

(b.) This Cooperative Agreement in no way obviates the responsibilities of the Corps or the Corporation that may be established by an outgrant agreement from the Corps (e.g., a lease agreement).

(c.) The Corporation agrees that all its activities shall be conducted in accordance with all applicable laws and regulations, both state and Federal.

IN TESTIMONY WHEREOF, witness the signature of the Corporation, Friends of Green River Lake, Inc., a Kentucky nonprofit corporation, by its duly qualified and elected President, David L. Buford (attestation by its Secretary, Jaclyn E. Hodges) pursuant to a Resolution duly passed and adopted by the affirmative vote of a majority of the duly qualified and elected members of the Board of Directors of said corporation, this 12 day of June, 2014.

FRIENDS OF GREEN RIVER LAKE, INC.,
A KENTUCKY NONPROFIT CORPORATION

BY: David L. Buford
David L. Buford, President

ATTEST:

Jaclyn E. Hodges
Jaclyn E. Hodges, Secretary

CORPORATE SECRETARY'S CERTIFICATION; RE: CORPORATE AUTHORITY TO EXECUTE AND DELIVER THE GREEN RIVER LAKE, KENTUCKY COOPERATIVE AGREEMENT (MADE AND ENTERED INTO BY AND BETWEEN THE UNITED STATES ARMY ENGINEER DISTRICT, LOUISVILLE AND FRIENDS OF GREEN RIVER LAKE, INC., A KENTUCKY NONPROFIT CORPORATION)

The undersigned, as Secretary of Friends of Green River Lake, Inc., a Kentucky nonprofit corporation, does hereby certify:

1. That Friends of Green River Lake, Inc., a Kentucky nonprofit corporation, is a nonprofit corporation organized and existing under and pursuant to the laws of the Commonwealth of Kentucky; is organized exclusively for charitable, religious, educational and/or scientific purposes under and pursuant to the laws of the Commonwealth of Kentucky and Section 501(c)(3) of the Internal Revenue Code of the United States of America; and is in good standing with the Office of the Secretary of State, Commonwealth of Kentucky.

2. That Friends of Green River Lake, Inc., a Kentucky nonprofit corporation, has Section 501(c)(3) nonprofit tax status with the Internal Revenue Service and the taxing authorities of the Commonwealth of Kentucky.

3. That attached hereto is a full, true, accurate, and exact copy of a Resolution of the Board of Directors of Friends of Green River Lake, Inc., a Kentucky nonprofit corporation. The subject Resolution authorizes the President of Green River Lake, Inc., a Kentucky nonprofit corporation, to enter into the above-referenced Cooperative Agreement on behalf of said corporation.

4. The subject Resolution and a duplicate original of the above-referenced Cooperative Agreement are on file with the other books and records of this corporation.

Dated this 12th day of June, 2014.

FRIENDS OF GREEN RIVER LAKE,
INC., A KENTUCKY NONPROFIT
CORPORATION

BY: Jaclyn E. Hodges
Jaclyn E. Hodges, Secretary

[Reminder: Please attach the above-referenced corporate resolution to this Cooperative Agreement.]

IN TESTIMONY WHEREOF, witness the signature of the Corps,
acting by and through the District Commander, United States Army
Engineer District, Louisville, this 14 day of July 2014,
2014.

UNITED STATES ARMY ENGINEER DISTRICT,
LOUISVILLE

BY: Luke T. Leonard
Luke T. Leonard
Colonel, Corps of Engineers
District Commander