COOPERATING ASSOCIATION AGREEMENT BETWEEN THE

U.S. ARMY CORPS OF ENGINEERS AND THE

FRIENDS OF GREEN RIVER LAKE, INC.

This Agreement is for the mutual benefit of both parties and is between the United States Army Corps of Engineers, Louisville District (hereinafter referred to as "USACE") and the Friends of Green River Lake, Inc. Association (hereinafter referred to as the "Association"), acting through the President of the Board or his/her designee.

WITNESSETH:

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

WHEREAS, USACE operates its program for the benefit of the public. The public requires information and facilities for the safe and appropriate use of USACE projects. This information is conveyed through a variety of interpretive media such as: programs, exhibits, and displays which rely heavily upon the use of audio-visual materials, photographs, models, interactive displays, lectures, artifacts and other materials which illustrate the USACE, its mission and activities in and around Green River Lake as well as the archaeological, natural and cultural history of the area; and,

WHEREAS, the Association has as its purpose the enhancement of the environment through research, education and scientific activities and intends to assist USACE in the conduct of its natural resource management programs and activities; and,

WHEREAS, the Association has as its purpose the interpretation for the public's benefit and education of the archeological, natural, cultural, and historical environment, and the Association intends to assist USACE in its interpretive activities at Green River Lake through the use of its programs, exhibits, displays, and materials at the Green River Lake Visitor Center and/or USACE managed campgrounds; and,

WHEREAS, the Association has the authority to assist USACE in its presentation to the public of the natural, cultural, historical and project related features of Green River Lake through programs, exhibits and materials; and,

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

WHEREAS, USACE wishes to accept, and the Association wishes to provide the hereinafter described interpretive and educational services to the visiting public at Green River Lake.

NOW, THEREFORE, the parties agree as follows:

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

2. USACE RESPONSIBILITIES

A. Timely Review and Approval

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

B. Use of Government Facilities

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

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

3. USACE agrees to allow the Association to use the public recreation areas at Green River Lake to make contacts with the visiting public and to hold interpretive programs, special events and other activities approved by USACE.

3. ASSOCIATION RESPONSIBILITIES

A. Corporate Requirements

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

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

3. The Association shall have liability insurance which indemnifies, saves, holds harmless, and defends the United States against all fines, claims, damages, losses, judgements and expenses arising out of, or from any omission, or activity of the Association in connection with activities under this Agreement. The insurance shall provide an amount not less than that which is prudent, reasonable and consistent with sound business practices for any number of persons or claims arising from any one

incident with respect to bodily injuries or death resulting therefrom, property damage, or both, suffered or alleged to have been suffered by any person or persons, resulting from the operations of the Association under the terms and conditions of this Agreement, and the Association shall furnish a copy of the policy or policies on an annual basis. The District Commander shall have the right to review and revise the amount of minimum liability insurance coverage required.

4. The Association will exercise reasonable care to prevent damage to any Government property used, or occupied during its operation and shall, insofar as possible, protect all such property.

5. The Association shall not use Department of War, Department of Army, or U.S. Army Corps of Engineers logos or other trademarked or copyrighted materials without advance written approval.

B. Interpretive Activities

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

2. The Association may offer maintenance and/or other services which support the mission of USACE and their natural resource management program. This includes assisting, planning, designing, implementing, and conducting maintenance programs, activities, and exhibits.

3. The Association will cooperate with USACE 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 (or other USACE site) and USACE.

b. Assist in the development and improvement of interpretive devices, and educational materials including signs, exhibits, materials, and audio-visual aids.

c. Assist in the coordination of professional workshops, training opportunities and special events.

d. Assist in all practical ways the interpretive, educational and community programs of USACE and the project (or other USACE site) for the benefit of the American public.

C. Sales Option

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

2. The Association is hereby authorized to sell and/or distribute interpretive and educational items such as publications, maps, audiovisual aids, crafts, and other objects

directly related to the interpretive and educational themes of the project, visitor center (or other facility), region and USACE. USACE may request the Association to sell specific items of interpretive value.

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

4. The Association will sell only items that are appropriate and of high quality. The Association will not sell any item that has not been approved by the District Commander or his authorized representative. The Association will sell items at their fair market value and prices of said items will be submitted and approved in writing, in advance by the District Commander or his authorized representative.

5. The Association will not sell any property of the United States, including 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.

6. The Association will display the sales items in good taste and in keeping with the general design and decor of the facility which houses the sales area.

7. Association sales are restricted to a location approved by USACE, which will always be kept clean and presentable.

8. Sale of USACE Passes or Permits and Collection of USACE Fees

a. Association employees and volunteers may be authorized to sell USACE passes or permits and collect USACE fees from the public at campgrounds, day-use facilities, visitor centers, administration offices and other locations where fee collection is normally performed as a government function. The USACE principal point of contact will ensure that association employees and volunteers are properly trained and provided a security awareness briefing prior to assignment of fee collection responsibilities in accordance with ER 1130-2-550 Recreation Use Fees, or superseding guidance. Any association employee or volunteer handling fees must sign and date the following statement that will be attached to the cooperating association agreement which states the person accepts the risk and liability of handling government funds.

“I acknowledge and I accept the risk and liability of handling government funds and accountable property. I may purchase a bond from a federally approved bonding institution at my own expense, understanding that a bond is not a grant of relief, nor does the Government relinquish its rights against me or the bond in a non-negligent loss case. I have read and understand USACE Recreation Use Fee policy ER 1130-2-550 or superseding guidance and will follow the procedures to maintain funds security.”

b. Under no circumstances will the Association or its employees or volunteers be authorized to retain revenues from USACE passes, permits, or fees. Cooperating association employees or volunteers must remit all such revenues to USACE for proper disposition.

D. Fiscal Management

1. The Association will conduct its fiscal operations in accordance with accepted business practices. This includes the appropriate use of a funds accountability system, purchase orders, receipts, invoices, and inventory records.

2. The Association shall annually submit (within 135 days following the end of each federal fiscal year) a complete financial report to USACE which includes a written summary of Association activities for the year.

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

4. The Association will supply USACE with monthly reports showing number of demonstrations, clinics, and events along with number of participants and volunteer hours.

4. JOINT RESPONSIBILITIES

A. Donation of Interpretive Services or Materials.

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

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

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

B. Personnel.

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

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

3. USACE personnel may be appointed, in their official capacity(ies), to serve as DoD a liaison for the exclusive purpose of representing USACE’s views and interests to the Association and, as such. may serve in an advisory capacity on the Association’s governing board or committees. USACE personnel may not represent the Association to any non-federal entity nor act as the official representative of the Association in any matter relating to USACE, or the terms of this Agreement.

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

5. Association employees, or volunteers may not wear the USACE uniform, to include the USACE volunteer uniform, or items of clothing that resemble such uniforms. Employees and volunteers of the Association, when working at duties that bring them into contact with the public, will wear visible identification that identifies them as an Association employee or volunteer.

5. ASSIGNMENT

No transfer or assignment of this Agreement or any part thereof or interest therein, directly, or indirectly, voluntary or involuntary, shall be made by the Association unless approved in writing by USACE.

6. MODIFICATION AND AMENDMENTS

Modifications and amendments to this agreement in the form of Supplemental Agreements may be made from time to time upon the mutual written consent of the District Commander for USACE and the Board of Directors of the Association.

7. DURATION

This agreement shall be effective for five years commencing on the day following the ratification of this agreement by USACE. This agreement will automatically renew for another five-year period on October 1 of the last year, unless written notice of cancellation is given by either party no less than 30 days before the aforementioned date of renewal. USACE reserves the right to terminate the agreement, or any part thereof, at any time upon written notice. Prior to giving such notice, USACE will meet with the Association to set forth the reasons for such termination.

8. MISCELLANEOUS

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

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

C. The Association agrees that all its activities shall be conducted in accordance with all applicable laws and regulations, both state and Federal. The Association understands that failure to do so will result in the termination of this Agreement."

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

9th day of July, 2026.

Friends of Green River Lake Inc. ASSOCIATION

By Sharion Abney

Sharion Abney, President

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

10th day of August, 2026.

UNITED STATES ARMY CORPS OF ENGINEERS

By MORAN.JOHN.RAYMOND.1119218531 Digitally signed by MORAN.JOHN.RAYMOND.1119218531 Date: 2026.08.10 15:03:10 -04'00'

COL. John Moran, Louisville District Commander