

COOPERATIVE AGREEMENT BETWEEN THE UNITED STATES ARMY CORPS OF  
ENGINEERS AND FRIENDS OF TAYLORSVILLE LAKE STATE PARK

This Cooperative Agreement is made between the United States Army Corps of Engineers, Louisville District (hereinafter referred to as the "Corps"), and Friends of Taylorsville Lake State Park (hereinafter referred to as the "Corporation").

WITNESSETH, THAT:

WHEREAS, this Cooperative Agreement shall be executed in duplicate, each of which shall be deemed an original;

☐ Duplicate Original executed by the Corps

☐ Duplicate Original executed by the Corporation

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

WHEREAS, the Taylorsville Lake project is owned by the United States of America and is managed by the Corps;

WHEREAS, operational goals associated with public recreation at the Taylorsville Lake 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;

WHEREAS, the Corporation's purpose is preserving, protecting, promoting, advocating, conserving, and cultivating recreational activities, and educating about the cultural heritage, history, and natural resources of Taylorsville Lake, lakeshore, and associated lake regions; and

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

**NOW, THEREFORE:** 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 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 Taylorsville Lake 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 Taylorsville Lake 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 at an agreed upon, but nominal cost in recognition of the services that the Corporation is contributing to the public.

### 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.) The Corporation 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, contractors, agents, and/or volunteers in connection with activities conducted under and pursuant to the terms of this Cooperative Agreement. In addition, 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, contractors, 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.

(iii.) The Corporation will exercise reasonable care to prevent damage to any Government property used, or occupied during its operations 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 Taylorsville Lake 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 giveaways or awards to contest winners, and support coordination of interpretive programs and contests, as well as special events that are 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 Taylorsville Lake 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. 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, The Army Gift Program, 7 February 2019. 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 Taylorsville Lake 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 two years commencing on the date following the execution of this Cooperative Agreement by the Corps. This Cooperative Agreement shall automatically renew for another two-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.

#### 8. TERMINATION.

Both parties reserve the right to terminate this Cooperative Agreement, at any time upon written notice. Prior to giving such notice, both parties will meet to set forth the reasons for such termination. The Cooperative Agreement automatically terminates and a meeting is not required if the Corporation does not maintain

its Section 501(c)(3) nonprofit tax status.

9. Notification.

Any written communications required by this Cooperative Agreement shall be deemed to have been duly sent and received on the third business day after the date on which it is so mailed if it is sent by certified or registered mail with postage prepaid to the following addresses (or such addresses as may be hereinafter specified by notice pursuant to this section):

To Corporation:

Friends of Taylorsville Lake State Park  
P.O. Box 493  
Taylorsville, Kentucky 40071

To Corps:

U.S. Army Corps of Engineers  
ATTN: CELRL-OP  
P.O. Box 59  
Louisville Kentucky 40071

10. 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 by its duly qualified and elected President, William Koon (attestation by its Secretary, Janice Nemes) 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 19 day of March 2021.

BY: William Koon  
William Koon  
President  
Friends of Taylorsville Lake State Park

ATTEST: Janice Nemes  
Janice Nemes  
Secretary  
Friends of Taylorsville Lake State Park

CORPORATE SECRETARY'S CERTIFICATION

FOR THE

COOPERATIVE AGREEMENT BETWEEN THE UNITED STATES ARMY CORPS OF  
ENGINEERS AND FRIENDS OF TAYLORSVILLE LAKE STATE PARK

The undersigned, as Secretary of Friends of Taylorsville Lake State Park does hereby certify:

1. That Friends of Taylorsville Lake State Park 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 Taylorsville Lake State Park 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 Taylorsville Lake State Park. The subject Resolution authorizes the President of Friends of Taylorsville Lake State Park 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 19  
day of March 2021.

BY: Janice Nemes  
Janice Nemes  
Secretary  
Friends of Taylorsville Lake State Park

IN TESTIMONY WHEREOF, witness the signature of the Corps, acting by and through the Commander, U.S. Army Corps of Engineers, Louisville District, this 23 day of April, 2021.

BY: Eric D. Crispino  
Eric D. Crispino, P.E., PMP  
Colonel, U.S. Army Corps of Engineers  
Commander, Louisville District

## **Certification of Legal Review**

**Date:** March 30, 2021

**Document:** Cooperative Agreement Between the United States Army Corps of Engineers and Friends of Taylorsville Lake State Park

**Authority:** Section 225 of the Water Resources Development Act of 1992, Pub. L. No. 102-580 (1992).

**Certification:** The subject document has been fully reviewed by Office of Counsel and is legally sufficient.

**Janice E. S.  
Lengel**

Digitally signed by Janice E. S.  
Lengel  
Date: 2021.03.30 11:13:55  
-04'00'

Janice E. S. Lengel  
District Counsel  
U.S. Army Corps of Engineers  
Louisville District

cc: Kyle Lewis