

Cooperative Agreement Between

**The United States Army Corps of Engineers, Louisville District
And
Friends of Rough River Lake, Inc.**

THIS COOPERATIVE AGREEMENT is entered into between the United States Army Corps of Engineers, Louisville District (hereinafter referred to as the "Corps"), represented by the U.S. Army Engineer, Louisville district (hereinafter referred to as the "District Commander"), and the Friends of Rough River Lake, Inc. 654 Out Post Road, Leitchfield, Kentucky (hereinafter referred to as the "Association"), acting through the President of the organization.

WITNESSETH, THAT:

WHEREAS, the Corps manages lands and waters at Rough River Lake which provides recreational opportunities that reconnect children and adults to the outdoors; and,

WHEREAS, the Corps operational goals associated with public recreation include public education and visitor services, which are achieved through a range of activities, programs, and events; and,

WHEREAS, the Associations' purpose is to promote public recreation at Rough River Lake; and,

WHEREAS, the Corps and the Association mutually recognize there are significant public benefits to a Visitor/Outdoors Learning Center which will promote outdoors recreation opportunities, water safety, community involvement, history, and project development; and

WHEREAS, the promotion of outdoor recreation opportunities, water safety, community involvement, history, and project development is achieved by using programs, exhibits, and displays which rely heavily upon the use of photographs, models, and artifacts to illustrate the project, the natural history and historical development of the area and activities in and around the Rough River Lake Project; and

WHEREAS, the Corps wishes to accept and the Association wishes to provide the hereinafter described services to the visiting public at the Rough River Lake Project; and

NOW THEREFORE, in consideration of the mutual benefits which will accrue to the Corps and the Association, and in accordance with authorities provided for 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; Archeological Resource Protection Act, as amended, Public Law 96-95; ER 1130-2-500, Chapter 9; and EP 1130-2-500, Chapter 9, the parties agree as follows:

1. SCOPE OF THE AGREEMENT

A. The Corps authorizes the Association to provide, and the Association agrees to provide, the hereinafter described operation of a Visitor/Outdoor Learning Center facility (Property ID Number RRLK-30550), interpretive displays, facility landscaping, facility staffing, interpretive services, assistance with special events, and facility janitorial services.

B. The Corps also authorizes the Association to maintain an office at a location designated by the Corps within the facility (Property ID number RRLK-30550) to be utilized as an office for the Association for the purpose of conducting business directly related to the operation of the facility.

C. This Cooperative Agreement (hereinafter referred to as the Agreement) shall be effective for a period of five years commencing on the day following the ratification of this agreement by the Corps. The Agreement will automatically renew for another five year period on October 1 of the last year, unless notice of cancellation is given by either party before the date of renewal.

2. ASSOCIATION RESPONSIBILITY

A. Corporate Requirements

1. The Association shall maintain a non-profit status in accordance with Federal and State Laws. The Association's Articles of Incorporation and By-Laws shall comply with the requirements of the State in which the Association is incorporated. The Association will make available for inspection, at the request of the Corps, documents demonstrating non-profit and tax-exempt status.

2. 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. Any property of the United States damaged or destroyed by the Association, in carrying out the terms of this Agreement, shall be promptly repaired or replaced at no expense to the Corps and to the satisfaction of the District Commander.

3. The Association shall obtain prior to commencement of its operations liability or, indemnity insurance acceptable to the Corps which provides at a minimum an aggregate amount of \$1,000,000 in any number of claims from one incident, with respect to the activities of the Association, its employees and its volunteers. The Association shall indemnify, save, hold harmless, and defend the United States against all fines, claims, damages, losses, judgments, and expenses arising out of, or from any omission, or activity of the Association in connection with activities under this Agreement. The Association shall require any insurance carrier to furnish to the Corps a copy of the policy, or, if acceptable to the Corps, a certificate of insurance evidencing the purchase of such insurance.

B. Association Services

1. Upon the Corps completion of the refurbishment of the Visitor/Outdoor Learning Center Property ID number RRLK-30550 (hereinafter referred to as the "facility") as set forth below in Article 4 of this Agreement, the Association will begin operation of the facility. Refurbishment of the facility will be considered complete for purposes of this provision when the Corps provides the Association with written notice of completion.

2. In operating the facility, the Association will:

a. At a minimum, staff the facility Friday, Saturday and Sunday from the second Friday in May to the Monday following Labor Day.

b. Provide all janitorial services of the facility including providing any janitorial supplies.

c. Provide all exhibits and displays for the facility (exhibits and displays must be approved by the Corps authorized representative prior to placement in facility); and

d. Provide all landscaping surrounding the facility (all landscape activities must be approved by the Corps authorized representative prior to work being performed).

3. The Association will assist the Corps on and off-site with outdoor recreation programs and special events that promote and support efforts to conserve outdoor spaces, reconnect visitors to the outdoors and water safety education.

C. Association Sales

After the Association begins operating the facility, the Association may operate a sales area on a continuous or intermittent basis within the facility in accordance with the following provisions.

1. The Association is 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, region, history, and Corps.

2. The Association will not sell any original artifacts, sacred items, or antiquities to which the Archeological Resource Protection Act, as amended, would apply, whether or not such items were discovered on lands owned or controlled by the United States.

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

4. The Association will not sell any item that has not been approved by the Corps authorized representative. The Association may, at any time, make a request in writing to the Rough River Lake Park Manager or authorized representative for such approvals. The Corps will notify the Association of its approval within 30 days of receipt of such request.

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

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

3. The Association shall annually submit (within 135 days following the end of each fiscal year) a complete financial report to the Rough River Lake Park Manager or other authorized Corps representative which includes a written summary of Association activities for the year.

4. CORPS RESPONSIBILITY

A. The Corps will provide the reviews and approvals required for the Association Services set forth in Article 3 of this Agreement. The Corps agrees to review and give necessary approval or disapproval in a timely

manner to the Association for any and all proposals, programs, special events, suggestions and other activities in which the Association might wish to engage.

B. The Corps, subject to receiving funds appropriated by the Congress of the United States, will:

1. Refurbish the interior and exterior of the existing facility, which will include:
 - i. ADA accessibility;
 - ii. ADA restroom facilities;
 - iii. A heat pump;
 - iv. Paint, rock or place siding on exterior of facility (exterior colors will match the Project Office);
 - v. Remodeling of interior of building (includes ceiling, walls, floors and cabinets);
 - vi. Replacement of the roof with green metal roof;
 - vii. Replacement of all windows with double pane high efficiency windows; and
 - viii. Replacement of all exterior doors with energy efficiency doors.
2. Corps will provide utilities, maintenance, and grounds mowing that would normally be required for operation of the facility;
3. Widen and maintain existing roadway and parking areas adjacent to the facility; and
4. Provide technical expertise, reviews and approvals of displays.
5. Provide technical expertise on matters related to the Associations cooperative activities.

C. Use of Government Facilities

1. Corps will allow and designate a portion of the facility to be utilized as an office for the Association for the purpose of conducting business directly related to the operation of the facility.
2. Should the Association, as part of its cooperative activities, require the use of other Corps facilities at the Rough River Lake project, the Corps agrees, that in recognition of the services the Association is contributing to the Corps, to provide at no cost to the Association such facilities, utilities, and routine and general maintenance, when feasible, that are incidental to the normal operation of the facility by the Corps.
3. Should the Association, require facilities, utilities and services over and above what the Government would normally require for operation of the facility, the Corps will be reimbursed at an agreed upon, but nominal cost, if any, in recognition of the services that the Association is contributing to the Corps.

D. Corps staff shall assist in relaying deliveries of supplies and stock made to the Visitor Center.

5. JOINT RESPONSIBILITIES

A. Donation of Interpretive Services and Materials

1. The Association may, at the discretion of its Governing Board, donate or loan materials and or services to the Corps. The Corps reserves the right to accept or decline without obligation, any item or service offered as a donation, or loan by the Association or other parties.

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

3. The Association agrees to comply with all regulations and provisions concerning donations to the Corps. Should the Corps accept a donation from the Association, it will be unencumbered.

B. Personnel

1. The Association and the Corps shall each designate, in writing, an Association member or employee and a Corps employee who will act as liaison for the purpose of implementing this agreement.

2. The Association will provide such personnel as are reasonably necessary to conduct, operate, and manage its cooperative activities. When Association personnel are not available, Corps staff and volunteers may conduct routine operations at the facility.

3. Corps employees may not serve in a voting capacity on the Governing Board, or as a Treasurer for the Association. Corps employees may serve in an advisory capacity on the Association's Governing Board, or committees. Corps employees may not act as the official representative of the Association in any matter relating to the Corps, or the terms of this Agreement. However, if the Association has a membership program, Corps employees may join and participate in membership activities.

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

5. Association employees or volunteers may not wear the Corps uniform, or items of clothing that resemble the uniform. Association employees and volunteers will wear a name tag that identifies them as an Association employee or volunteer.

6. RESTORATION

On or before the date of the expiration of this Agreement, the Association shall vacate the premises, remove its property therefrom, and restore the premises to a condition satisfactory to the Corps authorized representative. If, however, this Agreement is terminated or revoked, the Association shall vacate the premises, remove its property therefrom, and restore the premises as aforesaid within such time as the Corps authorized representative may designate. In either event, if the Association shall fail or neglect to remove its property and so restore the premises, then its property shall become the property of the United States without compensation therefore, and no claim for damages against the United States, or its officers or agents, shall be created by or made on account thereof.

7. ASSIGNMENT

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

8. MODIFICATIONS AND AMENDMENTS

Modifications and amendments to this Agreement may be undertaken upon the mutual written consent of the Corps and the Association's Board of Directors.

9. TERMINATION AND SUSPENSION

A. Both parties reserve the right to terminate this Agreement, or any part thereof, at any time upon prior written notice. The terminating party will provide written notice a minimum of 30 days prior to the effective date of the termination, setting out the reasons for said termination.

B. This agreement will automatically terminate if the non-profit, tax-exempt status required in Article 2.A. of this Agreement is not maintained by the Association.

C. If the Corps fails to receive annual appropriations in amounts sufficient to meet expenditures for the Corps' responsibilities as set forth in Article 4 for the then-current or upcoming fiscal year, the Corps shall notify the Association, and 30 calendar days thereafter either party may elect to suspend future performance under this Agreement. Such suspension shall remain in effect until such time as the Corps receives sufficient appropriations or until either the corps or Association elects to terminate this Agreement.

D. Any termination of this Agreement or suspension of future performance under this Agreement shall not relieve the parties of liability for any obligations previously incurred.

10. MISCELLANEOUS

A. The rights and benefits conferred by this Agreement shall be subject to the laws of the United States governing the Corps 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. The Association agrees that all its activities shall be conducted in accordance with all applicable laws and regulations, both State and Federal.

IN WITNESS WHEREOF, the Association has caused this Agreement to be executed this 16 day of FEB 2011.

Friends of Rough River Lake, Inc.

By Gillie G. Hust

Gillie Hust

President, Friends of Rough River Lake, Inc..

IN WITNESS WHEREOF, the Corps has caused this Agreement to be ratified this 14TH day of FEB, 2011.

UNITED STATES ARMY CORPS OF ENGINEERS

By Keith A. Landry

Keith A. Landry

Colonel, Corps of Engineers

District Commander