

CHALLENGE COST-SHARING AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
FRIENDS OF ROUGH RIVER LAKE

THIS AGREEMENT, entered into this day of 12/21, 2011, by and between the Department of the Army (hereinafter the "Government"), represented by the Rough River Lake Project Manager, U.S. Army Engineer District Louisville (CELRL-OP) and the Friends of Rough River Lake (hereinafter the "Partner") 501 C (3) organization.

WITNESSETH, THAT:

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

WHEREAS, the Governments 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 Partners purpose is to promote public recreation at Rough River Lake; and,

WHEREAS, it is mutually beneficial to the Government and the Partner to work cooperatively to establish a trail and 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 Partner, in order to assist the Government in this project has voluntarily agreed to pay a portion of the cost, and

WHEREAS, Section 225 of the Water Resources Development Act of 1992, PL 102-580, (Oct 31, 1992), authorizes the Secretary of the Army to accept contributions from the Partner and apply those contributions to the Project, and

WHEREAS, the Government and the Partner have the full authority and capability to perform as hereinafter set forth and intend to cooperate in financing and challenge cost-sharing in accordance with the terms of this agreement;

NOW THEREFORE, the Government and the Partner agree as follows:

ARTICLE I – DEFINITIONS AND GENERAL PROVISIONS

For purposes of this agreement:

- a. The term “Project” is categorized as all work associated with the remodeling, obtaining displays, construction of a connection trail and operation of the Rough River Lake Visitor Center/Outdoor Learning Center . The objective is to provide a central location to promote outdoor recreation opportunities, water safety, environmental stewardship, community involvement, Corps history, area history, natural history and project mission. The project has several stages in which the interior will be remodeled, exhibits will be purchased, trail connection will be established and exterior landscaping will be completed.
- b. The term “total project costs” shall mean all costs incurred by the Government and the Partner directly related to completion of the project.
- c. This agreement in no way restricts the Government from participating in similar activities or arrangements with, or accepting contributions from, other public and private agencies, organizations, and individuals.
- d. All donated property, facilities and improvements placed on Government land as well as any work accomplished under this agreement shall become the property of the Government.

ARTICLE II – OBLIGATIONS OF THE PARTIES

a. The Government, subject to and using funds appropriated by Congress of the United States (hereinafter the “Congress”), and using funds provided by the Partner, shall expeditiously construct the Project, applying those procedures usually applied to Federal projects, pursuant to Federal laws, regulations, and policies. The award of contracts, modifications or change orders, and performance of all work on the Project (whether the work is performed under contract or by the Government personnel) shall be exclusively within the control of the Government.

b. The Government shall provide \$45,000.

Rough River Lake Project (\$15,000)

Sheet Rock and Insulation	\$3,000
Plumbing Materials	\$2,600
Visitor Center Sign	\$950
Paint	\$200
Projection Equipment	\$1,200
In House Labor	\$8,250

Handshake Funds (\$30,000)

Lumber for trail bridges	\$1,500
Trail Interpretive Displays	\$2,000
Interactive Displays Age 5-13	\$3,000
Interactive Displays Age 14-18	\$7,000
Interactive Displays Age 19-Up	\$16,500

**Approximate costs from time of proposal application, costs are subject to vary.

c. The Partner shall provide \$35,049.

Concrete and Finishing	\$1,200
Brochure Racks	\$250
Sheet Rock Finishing	\$2,200
Volunteer Hours (1,470)	\$31,399

*Volunteer amount is based on the estimated 1,470 hours that will be spent completing the project.

**Approximate costs from time of proposal application, costs are subject to vary.

d. The Government shall perform a final accounting to determine the contributions provided by all parties to this agreement and to determine whether each has met its obligations under paragraphs b and c of this Article.

e. No Federal funds may be used to meet the Partner's total project costs under this Agreement.

ARTICLE III – METHOD OF PAYMENT

a. The Government shall maintain current records of contributions provided by the partner and a current projection of total project costs. At least quarterly, the Government shall provide the Partner with a report setting forth all contributions provided to date and the current projection of total project costs, of the components of total project costs, of each party's share of the total project costs, and of the Partner's contribution required in accordance with Article II.b. of this Agreement. On the effective date of this Agreement, total project costs are projected to be \$74,549, and the Partners contribution required under Article II.b. of this agreement is projected to be \$35,049 and it will be tracked using the Louisville District Contributions Form. Such amounts are estimates subject to adjustment and are not to be construed as the total financial responsibilities of the Government and the Partner.

b. Upon completion of the Project and resolution of all relevant claims and appeals, the Government shall conduct a final accounting and furnish the Partner with the results of the final accounting. The final accounting shall establish total project costs, each party's contribution provided thereto, and each party's required share thereof.

ARTICLE IV – DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both parties. The parties shall each pay 50 percent of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE V – FEDERAL AND STATE LAWS

In exercise of their respective rights and obligations under this Agreement, the Government and the Partner agree to comply with all applicable Federal and State laws and regulations, including, but not limited to, Section 601 of Title VI of the Civil Rights Act of 1964, PL 88-352, and the Department of Defense Directive 5500.11 issued pursuant thereto and published in Part 300 of Title 32, Code of Federal Regulations, as well as Army Regulations 600.7, entitled "Non-discrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army.

ARTICLE VI – RELATIONSHIP OF PARTIES

- a. In the exercise of their respective rights and obligations under this Agreement, the Government and the Partner each act in an independent capacity and neither is to be considered the officer, agent, or employee of the other.
- b. In the exercise of its rights and obligations under this Agreement, neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights such other party may have to seek relief or redress against such contractor either pursuant to any cause of action that such other party may have or for violation of any law.

ARTICLE VII – OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise there from.

ARTICLE VIII – INDEMNIFICATION

The Partner shall hold and save the Government free from all damages arising from services it performs or provides for the construction, operation, maintenance, repair, replacement, and rehabilitation of the Project, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE IX – TERMINATION OR SUSPENSION

- a. If at any time the Partner fails to fulfill its obligations under this Agreement, the Rough River Lake Project Manager shall terminate this Agreement or suspend future performance under interest of the United States or is necessary in order to satisfy agreements with any other non-Federal interests in connection with the Project.
- b. If the Government fails to receive annual appropriations in amounts sufficient to meet Project expenditures for the then-current or upcoming fiscal year, the Government shall so notify the Partner, and 60 calendar days thereafter either party may elect without penalty to terminate this Agreement or to suspend future performance under this Agreement. In the event that either party elects to suspend future performance under this Agreement pursuant to this paragraph, such suspension shall remain in effect until such time as the Government receives sufficient appropriations or until either the Government or the Partner elects to terminate this Agreement.
- c. In the event that either party elects to terminate this Agreement pursuant to this Article, both parties shall conclude their activities relating to the Project and proceed to a final accounting in accordance with Article II of this Agreement.
- d. Any termination of this Agreement or suspension of future performance under this Agreement in accordance with this Article shall not relieve the parties of liability for any obligation previously incurred.

ARTICLE X – NOTICES

- a. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or by telegram, or mailed either first-class, registered, or certified mail, as follows:

If to the Partner:

Gillie Hust
President, Friends of Rough River Lake Inc.
654 Out Post Road
Leitchfield, KY 42754

If to the Government:

Diane L. Stratton
Project Manager, Rough River Lake
U.S. Army Corps of Engineers Louisville District
14500 Falls of Rough Road
Falls of Rough, KY 40119

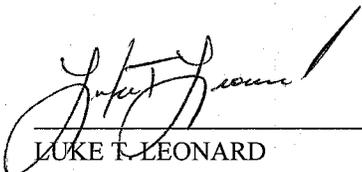
b. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

c. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at the earlier of such time as it is actually received or seven calendar days after it is mailed.

ARTICLE XI – CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party. IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the Louisville District Commander.

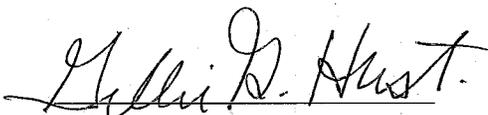
The Department of the Army



LUKE T. LEONARD
COL, EN
Commanding

DATE: 13 Dec 11

Friends of Rough River Lake, Inc.



Gillie Hust
President

DATE: 12-21-11

Challenge Partnership Financial Work Sheet

Corps Project Name: Rough River Lake, Louisville District

Work Project Title: Visitor/Outdoor Learning Center

POC Name: Diane L. Stratton

Address: 14500 Falls of Rough Road City: Falls of Rough State: KY Zip Code: 40119

Telephone: 270-257-2061

Location on Project: Rough River Lake

Partner Organization: Friends of Rough River Lake, Inc.

POC Name: Gillie Hust, President

Address: 654 Out Post Road City: Leitchfield State: KY Zip Code: 42754

Telephone: 270-257-0744

Proposed start date of work: January 2012

	Local Corps Office	Handshake Funds	Friends of Rough River Lake, Inc.	Total
Salaries	\$7,050	N/A	\$0	\$7,050
Travel	\$0	N/A	\$0	\$0
Materials and Supplies	\$7,950	\$30,000	\$3,500	\$41,450
Equipment Use	\$0	\$0	\$150.00	\$150.00
Funds Contributed	N/A	N/A	\$0	\$0
Personal Property	N/A	N/A	N/A	\$0
Volunteer Services	N/A	N/A	\$31,399	\$31,399
Other (explain below)				
Total	\$15,000	\$30,000	\$35,049	\$80,049
Share of Total Cost	19%	37%	44%	100%