

CHALLENGE COST-SHARING AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
THE IOWA DEPARTMENT OF NATURAL RESOURCES;
JOHNSON COUNTY CONSERVATION BOARD;
IOWA NATURAL HERITAGE FOUNDATION;
AND BUR OAK LAND TRUST

THIS AGREEMENT, entered into this 25th day of August, 2017, by and between the Department of the Army (hereinafter the "Government"), represented by the Chief of Operations, U.S. Army Engineer District, Rock Island and the Iowa Department of Natural Resources, (hereinafter the "Partner 1"), represented by Kevin W. Andersen; Johnson County Conservation Board, (hereinafter the "Partner 2"), represented by Larry Gullett; Iowa Natural Heritage Foundation, (hereinafter the Partner 3"), represented by Joe McGovern; and Bur Oak Land Trust, (hereinafter the "Partner 4"), represented by Carter Johnson.

WITNESSETH, THAT:

WHEREAS, the Government manages lands and waters at Coralville Lake which includes recreational opportunities for the public, and natural ecological areas for wildlife habitat, and

WHEREAS, the installation of 93.5 acres of native tallgrass prairie in areas along and near the proposed Hoover Trail will provide critical habitat for the pollinators and wildlife which evolved in this region; act as a silt sink for the surrounding agricultural areas which will improve water quality; and provide thousands of people recreating on the Hoover Trail the opportunity to learn about Iowa's natural heritage, and

WHEREAS the Partners are interested in promoting and assisting the Government in restoring the land to native tallgrass prairie, and

WHEREAS, it is mutually beneficial to the Government and the Partners to work cooperatively to restore the land to provide pollinators and other wildlife habitat at this location, and

WHEREAS, the Partners, in order to assist the Government in this project has voluntarily agreed to provide prairie seed for a portion of the project, 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 Partners and apply those contributions to the Project, and

WHEREAS, the Government and the Partners 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 Partners agree as follows:

ARTICLE I - DEFINITIONS AND GENERAL PROVISIONS

For purposes of this agreement:

a. The term "Project" shall mean the restoration of 93.5 acres of agricultural land to native tallgrass prairie, with species selected to benefit native pollinators and wildlife.

b. The term "total project costs" shall mean all costs incurred by the Government and the Partner directly related to construction 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 the Congress of the United States (hereinafter the "Congress"), and using funds and/or materials provided by the Partners, 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 the land where the project will occur, design and species selection, technical expertise, maintenance of the site and supervision.

c. The Partners shall provide native prairie seed as outlined in the attached appendix titled "Financial Worksheet of Estimated Project Costs".

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 provide the partner a report setting forth all contributions provided by the partner upon completion of the project. A copy of all receipts showing overheads associated with the project shall be provided to the government to determine total project costs. On the effective date of this Agreement, total project costs are projected to be \$93,626.00. Such amounts are estimates subject to adjustment and are not to be construed as the total financial responsibilities of the Government and/or the Partners.

b. Upon completion of the Project and resolution of all relevant claims and appeals, the

Government shall conduct a final accounting and furnish the Partners with the results of the final accounting. The final accounting shall establish total project costs, each party's contribution provided.

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 Partners 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 Partners 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 therefrom.

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 Partners fail to fulfill its obligations under this Agreement, the District Commander shall terminate this Agreement or suspend future performance under this Agreement unless he/she determines that continuation of work on the Project is in the 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 Partners, 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 Partners elect 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. Any delinquent payment shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13-week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3-month period if the period of delinquency exceeds 3 months.

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 by first-class, registered, or certified mail, as follows:

If to the Partner 1:
Iowa Department of Natural Resources
1805 W. Jefferson
Fairfield, IA 52556

If to the Partner 2:
Johnson County Conservation Board
F.W. Kent Park
2048 Hwy 6 NW
Oxford, IA 52322

If to the Partner 3:
Iowa Natural Heritage Foundation
505 Fifth Avenue, Suite 444
Des Moines, IA 50309

If to the Partner 4:
Bur Oak Land Trust
5 Sturgis Corner Drive #1250
Iowa City, IA 52446

If to the Government: U.S. Army Corps of Engineers
Coralville Lake Project Office
2850 Prairie DuChien Road N.E.
Iowa City, IA 52240-7820

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 Chief of Operations, Rock Island District.

DEPARTMENT OF THE ARMY

BY: Thomas D. Heindl

DATE: 05 SEP 2017

IOWA DEPARTMENT OF NATURAL RESOURCES

BY: Kerwin A. Anderson
Iowa DNR Wildlife Biologist

DATE: 8-31-2017

JOHNSON COUNTY CONSERVATION BOARD

BY: Larry Gullett

DATE: 8/31/17

IOWA NATURAL HERITAGE FOUNDATION

BY: Joe McGo

DATE: 8/31/17

BUR OAK LAND TRUST

BY: Tommy Wright, Executive Director

DATE: 8/31/17

Challenge Partnership Financial Work Sheet

Corps Project Name: Coralville Lake Project
Work Project Title: Pollinator Habitat Restoration
POC Name: Mary Sue Bowers
Address: 2850 Prairie DuChien Road N.E. City: Iowa City State: IA Zip Code: 52240
Telephone: 319-338-3543 x6306
Location on Project: Upper Hoosier Creek S-25, S-33 and Lower Hoosier Creek S-19

Partner Organization 1: Iowa Department of Natural Resources
POC Name: Kevin Andersen
Address: 1805 W. Jefferson City: Fairfield State: IA Zip Code: 52556
Telephone: 641-895-2862

Partner Organization 2: Johnson County Conservation Board
POC Name: Larry Gullett
Address: F.W. Kent Park, 2048 Hwy 6 NW City: Oxford State: IA Zip Code: 52322
Telephone: 319-645-2315

Partner Organization 3: Iowa Natural Heritage Foundation
POC Name: Joe McGovern
Address: 505 Fifth Avenue, Suite 444 City: Des Moines State: IA Zip Code: 50309
Telephone: 515-288-1846

Partner Organization 4: Bur Oak Land Trust
POC Name: Tammy Wright
Address: 5 Sturgis Corner Drive #1250 City: Iowa City State: IA Zip Code: 52246
Telephone: 319-338-7030

Proposed start date of work: November, 2017

Simple description of work to be accomplished through the partnership: The Army Corps of Engineers at Coralville Lake will partner with the Iowa Natural Heritage Foundation (INHF), Bur Oak Land Trust (BOLT), Johnson County Conservation Board (JCCB) and the Iowa Department of Natural Resources (IDNR) to restore 93.5 acres of land to tallgrass prairie and shrubs. The species selected for the restoration will be specifically chosen to support Iowa's native pollinators. INHF, BOLT and IDNR have pledged the purchase of \$4,000.00 worth of native prairie seed. The Iowa DNR will also be providing a Truax Seed Drill or a Vicon Seed Spreader for the installation of the planting. The JCCB has committed to provide over 600 pounds of prairie seed, with an estimated value of \$24,000.00. An interpretive kiosk and benches will be installed to allow the visiting public to learn about and contemplate the beauty and serenity of the prairie to be established at Coralville Lake Project, Iowa City, IA.

	Local Corps Office	Handshake Funds	Partner 1	Partner 2	Partner 3	Partner 4	Total
Salaries	\$ 3,975.00	N/A	\$ -	\$ -	\$ -	\$ -	\$ 3,975.00
Travel	\$ -	N/A	\$ -	\$ -	\$ -	\$ -	\$ -
Materials & Supplies	\$ 29,975.00	N/A	\$ 2,500.00	\$ 24,000.00	\$ 1,000.00	\$ 500.00	\$ 57,975.00
Equipment Use	\$ 1,050.00	N/A	\$ 626.00	\$ -	\$ -	\$ -	\$ 1,676.00
Funds Contributed	N/A	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -	\$ 20,000.00
Personal Property	N/A	N/A	\$ -	\$ -	\$ -	\$ -	\$ -
Volunteer	N/A	N/A	\$ -	\$ -	\$ -	\$ -	\$ -
In-Kind Services	N/A	N/A	\$ -	\$ -	\$ -	\$ -	\$ -
Other (explain below)	\$ 10,000.00	N/A	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00
Total	\$ 45,000.00	\$ 20,000.00	\$ 3,126.00	\$ 24,000.00	\$ 1,000.00	\$ 500.00	\$ 93,626.00
Share of Total Cost	48%	21%	3%	26%	1%	1%	

Explanations: \$10,000 for a mowing contract during establishment of prairie.