

## CHALLENGE PARTNERSHIP AGREEMENT

BETWEEN  
THE DEPARTMENT OF THE ARMY  
AND  
SURRY VILLAGE CHARTER SCHOOL  
AND  
BROOKS CONSTRUCTION CO  
AND  
MOOSEWOOD ECOLOGICAL LLC  
AND  
CHESHIRE COUNTY CONSERVATION DISTRICT

THIS AGREEMENT, entered into this day of April 25, 2017, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander, U.S. Army Corps of Engineers, New England District, AND Surry Village Charter School, Brooks Construction Co, Moosewood Ecological LLC, and Cheshire County Conservation District (CCCD) (hereinafter the "Partner(s)"),

WITNESSETH, THAT:

WHEREAS, the Government manages lands and waters at Surry Mountain Lake and is responsible for the environmental stewardship of these resources, which includes habitat restoration, and

WHEREAS, the establishment of an educational pollinator flower garden will help restore honey bee populations and monarch butterfly habitat at Surry Mountain Lake, and

WHEREAS, the Partner(s) are interested in promoting and assisting the Government in establishing critical pollinator and monarch butterfly habitat in support of the **Pollinator Health Task Force' 2015 National Strategy to Promote the Health of Honey Bees and Other Pollinators**, and

WHEREAS, it is mutually beneficial to the Government and the Partner(s) to work cooperatively to restore critical pollinator and monarch habitat, and make the educational pollinator flower garden available to the public, and

WHEREAS, the Partner(s), in order to assist the Government in this project have voluntarily agreed to provide in-kind services, volunteer services, materials and supplies, and

WHEREAS, the Government shall create a development plan that incorporates all aspects of the project, and conduct any applicable environmental review, and

WHEREAS, the development of the educational pollinator garden is exempt from NEPA (National Environmental Policy Act) Review based on ER 200-2-2, 9. Categorical Exclusion a. "Activities at completed Corps projects which carry out the authorized project purposes.

Examples include routine operation and maintenance actions, general administration, equipment purchases, custodial actions, erosion control, painting, repair, rehabilitation, replacement of existing structures and facilities such as buildings, roads, levees, groins and utilities, and installation of new buildings utilities, or roadways in developed areas.” And Categorical Exclusion d. “All Operations and Maintenance grants, general plans, agreements, etc. necessary to carry out land use, development and other measures proposed in project authorization document, project design memoranda, master plans, or reflected in the project NEPA documents.”

WHEREAS, A pollinator flower garden meets the management objectives in the approved Surry Mountain Lake Operational Management Plan (OMP), Section C., to "establish priority areas for selected wildlife species and enhance the habitat in those areas", as well as the management objectives in the approved Master Plan, Appendix D. Fish and Wildlife Management Plan, Section 11, to "identify and manage for habitat requirements critical to species survival."

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(s) and apply those contributions to the Project, and

WHEREAS, the Government and the Partner(s) have the full authority and capability to perform as hereinafter set forth and intend to cooperate in providing in-kind services, volunteer services, and supplies and materials in accordance with the terms of this agreement;

NOW THEREFORE, the Government and the Partner(s) agree as follows:

#### ARTICLE I - DEFINITIONS AND GENERAL PROVISIONS

For purposes of this agreement:

a. The term "Project" shall mean the establishment of a 4-acre educational pollinator flower garden at Surry Mountain Lake consisting of native flowering plants and shrubs, American's with Disabilities Act (ADA) compliant walking paths, parking area, benches, and interpretive signs for the benefit of enhancing critical pollinator and monarch habitat, and providing educational and recreational opportunities.

b. The term "total project costs" shall mean all costs incurred by the Government and the Partner(s) directly related to completing 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 in-kind services, volunteer services, and supplies and materials provided by the Partner(s), 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 labor for project management and oversight, as well as supply benches, a bulletin board, pollinator seed, crab apple trees, native flowering shrubs, geotextile fabric, gravel material for the pathways and parking area, and incur the costs of trucking gravel material, printing interpretive signs, and the use of government equipment to spread pollinator seed and prepare the garden site.

c. The Partner(s) shall provide expertise and assistance in the following manner:

1. Surry Village Charter School: Provide volunteered student involvement in base-line inventories, designing the pollinator flower garden, interpretive sign design and text, planting native pollinator seed and shrubs, and helping with initial garden maintenance.
2. Brooks Construction Co: Provide assistance with constructing ADA compliant walking paths and parking area with company equipment, and trucking the base material.
3. Moosewood Ecological LLC: Provide assistance with site preparation consultation, assessing soil conditions and existing plant inventory, and developing seed lists and quantities for a planting plan.
4. CCCD: Provide resources and expertise for assisting with communication and outreach to the public.

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 Partners' total project costs under this Agreement.

## ARTICLE III - METHOD OF PAYMENT

a. The Government shall maintain current records of contributions provided by the Partner(s) and a current projection of total project costs. At least quarterly, the Government shall provide each 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 total project costs, and of the Partners' 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 \$139,535, and the Partners' contribution required under Article II (b) of this Agreement is projected to be \$108,840. Such amounts are estimates subject to adjustment and are not to be construed as the total financial responsibilities of the Government and the Partner(s).

b. The Partner(s) shall provide in-kind services, volunteer hours, materials and supplies, and equipment use. Each Partner's specific contribution is described in Article II (c), and the attached financial worksheet. Partner(s) will use their own funds, labor, and contracts to contribute to the Project. It is not anticipated that the Partner(s) will provide funds to the Government for any of the materials, supplies, or services described in Article II. If the Partner(s) elect to provide funds to the Government to accomplish any of the items in Articles II, this Agreement will be amended to reflect the payment and accounting associated with those funds.

#### 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(ies) in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. Any dispute or controversy arising under, out of or in connection with, or in relation to this Agreement, or any amendment hereof, shall first be sent for resolution by a group consisting of the designee signing partner and the District Commander, or designee thereof. If the parties cannot resolve the dispute within sixty (60) days of receipt of written notice of the need for dispute resolution, then the parties may seek other means of resolution, to the extent authorized by law.

#### 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(s) 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 the Government nor the Partner(s) 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(s) 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(s) 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 Partner(s), and sixty (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(s) 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.

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

If to the Partner/s:

Partner Organization 1: Surry Village Charter School

POC Name: Matora Fiorey

Address: 449 NH-12A City: Surry State: NH Zip Code: 03431

Telephone: (603) 357-9700

Partner Organization 2: Brooks Construction Co

POC Name: David Brooks

Address: 112 Pond Rd. City: Surry State: NH Zip Code: 03431

Telephone: (603) 313-5270

Partner Organization 3: Moosewood Ecological LLC

POC Name: Jeffery Littleton

Address: PO Box 9 City: Chesterfield State: NH Zip Code: 03443

Telephone: (603) 831-1980

Partner Organization 4: Cheshire County Conservation District

POC Name: Amanda Littleton

Address: 11 Industrial Park Dr. City: Walpole State: NH Zip Code: 03608

Telephone: (603) 756-2988

If to the Government:

Project: Surry Mountain Lake

POC Name: Alicia LaCrosse

Address: 480 Branch Road City: Keene State: NH Zip Code: 03431

Telephone: (603) 352-4130

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, Operations Division, New England District.

The Department of the Army  
Corps of Engineers, New England District

Brooks Construction Co

\_\_\_\_\_  
Eric C. Pedersen, Chief, Operations Division

David Brooks  
\_\_\_\_\_  
David Brooks, Owner

Date 25 May 2017

Date 4/25/17

Surry Mountain Lake

Moosewood Ecological LLC

\_\_\_\_\_  
John Asseng, Project Manager

Jeffery Littleton  
\_\_\_\_\_  
Jeffery Littleton, Owner

Date 4/25/17

Date 4/25/17

Surry Village Charter School

Cheshire County Conservation District

Matora Fiorey  
\_\_\_\_\_  
Matora Fiorey, Director

Amanda Littleton  
\_\_\_\_\_  
Amanda Littleton, District Manager

Date 4/25/17

Date 4/25/17

## Challenge Partnership Financial Work Sheet

Corps Project Name: Surry Mountain Lake

Work Project Title: Educational Pollinator Flower Garden

POC Name: Alicia LaCrosse

Address: 480 Branch Road

City: Keene

State: NH Zip Code: 03431

Telephone: 603 - 352 - 4130

Location on Project: 4-acre field off NH-12A in Surry, NH

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Partner Organization 1: Surry Village Charter School

POC Name: Matora Fiorey

Address: 449 NH-12A

City: Surry

State: NH Zip Code: 03431

Telephone: 603 - 357 - 9700

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Partner Organization 2: Brooks Construction Co

POC Name: David Brooks

Address: 112 Pond Road

City: Surry

State: NH Zip Code: 03431

Telephone: 603 - 313 - 5270

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Partner Organization 3: Moosewood Ecological LLC

POC Name: Jeff Littleton

Address: PO Box 9

City: Chesterfield

State: NH Zip Code: 03443

Telephone: 603 - 831 - 1980

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Partner Organization 4: Cheshire County Conservation District

POC Name: Amanda Littleton

Address: 11 Industrial Park

City: Walpole

State: NH Zip Code: 03608

Telephone: 603 - 756 - 2988

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**Proposed start date of work:** September 18, 2017 – November 29, 2019

**Simple description of work to be accomplished through the partnership:** Establish a 4-acre educational pollinator flower garden at Surry Mountain Lake.



	Local Corps Office	Handshake Funds	Surry Village Charter School	Brooks Construction Co	Moosewood Ecological LLC	Cheshire County Conservation District	Total
Salaries	\$11,495	N/A	\$0	\$0	\$0	\$0	\$11,495
Travel	\$200	N/A	\$0	\$0	\$0	\$0	\$200
Materials and Supplies	\$0	\$19,000	\$0	\$0	\$0	\$0	\$19,000
Equipment Use	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Funds Contributed	N/A	N/A	\$0	\$0	\$0	\$0	\$0
Personal Property	N/A	N/A	\$0	\$0	\$0	\$0	\$0
Volunteer	N/A	N/A	\$92,420	\$0	\$0	\$0	\$92,420
In-Kind Services	N/A	N/A	\$0	\$14,000	\$1,920	\$500	\$16,420
Other (explain below)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total</b>	<b>\$11,695</b>	<b>\$19,000</b>	<b>\$92,420</b>	<b>\$14,000</b>	<b>\$1,920</b>	<b>\$500</b>	<b>\$139,535</b>
<b>Share of Total Cost</b>	8.4%	13.6%	66.2%	10.0%	1.4%	0.4%	100%

Explanations:

Local Corps Office

Salaries – \$59.87 per hour for 192 hours (2 days a month for one year) = \$11,495.00.

Handshake Funds

Materials

Benches (4 total) = \$3,000.00  
 Geotextile Fabric = \$1,500.00  
 Interpretive Signs = \$500.00  
 Pollinator Seed/Plugs = \$3,000.00  
 9/16 CER-PAK Gravel Material = \$3,000.00  
 Trucking base material = \$2,500.00  
 Crab Apple Trees = \$3,000.00  
 Native Flowering Shrubs = \$1,500.00  
 Bulletin Board = \$1,000.00  
**Total = \$19,000.00**

Partner 1 (Surry Village Charter School)

Student approximate volunteer hours = 3,700hrs x volunteer rate (\$24.14) = \$89,318.00  
 Teacher approximate volunteer hours = 128.5hrs x volunteer rate (\$24.14) = \$3,101.99  
**Total = \$92,420.00**

Partner 2 (Brooks Construction Co)

In-kind Services (Constructing parking area (~65' x 70') and walking paths (~5' x 400'))  
 Labor  
 Equipment Use  
 Trucking Base Material (Approx. 131 cu. yds.)  
**Total = \$14,000.00**

Partner 3 (Moosewood Ecological LLC)

In-kind Services (\$60/hr)

Site preparation narrative (4hrs) = \$240.00

Assess soils conditions and existing plant inventory (8hrs) = \$480.00

Develop seed list and quantities (4hrs) = \$240.00

Consultation to augment the planting plan based on SCVS assistance (16hrs) = \$960.00

**Total = \$1,920.00**

Partner 4 (Cheshire County Conservation District)

In-kind Services (\$50/hr)

Outreach, communicating with partners, time on site (10hrs)

**Total = \$500.00**

