

CHALLENGE PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
THE MISSOURI MASTER NATURALISTS

THIS AGREEMENT, entered into this 3rd day of December, 2016, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander, U.S. Army Engineer District Little Rock, and Missouri Master Naturalists, (hereinafter the "Partner"), represented by Linda S. Ellis.

WITNESSETH, THAT:

WHEREAS, the Government manages lands and waters at Table Rock Lake in Missouri which includes educational and recreational opportunities for the public, and

WHEREAS, the restoration of the pollinator gardens at the Dewey Short Visitor Center on Table Rock Lake will increase the aesthetics, recreational and educational opportunities for the public, and

WHEREAS the Partner is interested in promoting and assisting the Government in planning and constructing the pollinator gardens, and

WHEREAS, it is mutually beneficial to the Government and the Partner to work cooperatively to make the pollinator gardens available to the public, and

WHEREAS, the Partner, in order to assist the Government in this project has voluntarily agreed to services including the designs for the gardens, planting the native pollinator plants, maintenance in the gardens, collection of seed for the gardens, and provide garden materials and supplies, 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" shall mean the design and construction of three pollinator gardens to provide habitat for pollinating insects and birds as well as an educational area for visitors, as generally described in the Dewey Short Visitor Center Pollinator Gardens project, September 30, 2016 and approved on December 16, 2016.

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 shall provide staff to oversee the project and for operation of heavy equipment and government vehicles. The Government shall also provide potted plants, benches, signage, edging, soil, mulch, rock, and herbicide.

b. The Partner shall provide designs for the three pollinator gardens, volunteers to plant and maintain the beds, collected seed, and live milkweed plants.

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 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 \$11,557, and the Partner's contribution required under Article II.b. of this Agreement is projected to be \$4,722. 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 Partners with results of the final

accounting. The final accounting shall establish the total project cost, each party's contribution provided hereto, and each party's 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 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, 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 by first-class, registered, or certified mail, as follows:

If to the Partner: Missouri Master Naturalists
 Linda S. Ellis-Master Naturalist
 Address
 Springfield, MO

If to the Government:

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 *Operations Project Manager Table Rock Lake, Little Rock District.*

The Department of the Army

BY **OLLER.ALLEN.**
G^e.1230385030
Digitally signed by
OLLER.ALLEN.G.1230385030
DN: c=US, o=U.S. Government,
ou=DoD, ou=PKI, ou=USA,
cn=OLLER.ALLEN.G.1230385030
Date: 2017.01.19 06:04:44 -06:00

TITLE. **Operations Project Manager**

DATE.

Missouri Master Naturalists

BY *Linda S. Ellis*
Linda S. Ellis
Master Naturalist

DATE. 1/19/2017

Challenge Partnership Financial Work Sheet

Corps Project Name: Table Rock Lake

Work Project Title: Dewey Short Visitor Center Pollinator Gardens

POC Name: Trista Stevenson

Address: 4600 State Highway 165

City: Branson

State: MO Zip Code: 65616

Telephone: 501 - 340 - 1019 x

Location on Project: Table Rock Project Office

Partner Organization 1: Missouri Master Naturalists

POC Name: Linda S. Ellis

Address:

City: Springfield

State: MO Zip Code:

Telephone: - - x

Proposed start date of work: 03 December 2016

Simple description of work to be accomplished through the partnership: Funding will be used to purchase materials and supplies for the gardens including site preparation equipment and materials, native pollinator plants, benches, and interpretive panels.

Double click on spreadsheet to access data entry fields:

	Local Corps Office	Handshake Funds	Partner 1	Partner 2	Partner 3	Total
Salaries	\$7,705	N/A	\$0	\$0	\$0	\$7,705
Travel	\$0	N/A	\$0	\$0	\$0	\$0
Materials and Supplies	\$0	\$3,618	\$835	\$0	\$0	\$4,453
Equipment Use	\$80	\$154	\$0	\$0	\$0	\$234
Funds Contributed	N/A	N/A	\$0	\$0	\$0	\$0
Personal Property	N/A	N/A	\$0	\$0	\$0	\$0
Volunteer	N/A	N/A	\$3,887	\$0	\$0	\$3,887
In-Kind Services	N/A	N/A	\$0	\$0	\$0	\$0
Other (explain below)	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$7,785	\$3,772	\$4,722	\$0	\$0	\$16,279
Share of Total Cost	47.8%	23.2%	29.0%	0.0%	0.0%	100%