CHALLENGE PARTNERSHIP AGREEMENT BETWEEN THE UNITED STATES DEPARTMENT OF THE ARMY AND THE BOY SCOUTS OF AMERICA TROOP 303 AND THE ALLEN COUNTY BEEKEEPERS ASSOCIATION, INC., A KENTUCKY CORPORATION

THIS CHALLENGE PARTNERSHIP AGREEMENT is made and entered into by and between the United States Department of the Army, acting by and through the District Engineer, United States Army Engineer District, Louisville (hereinafter referred to as the "Government") and the Boy Scouts of America Troop 303 and the Allen County Beekeepers Association, Inc., a Kentucky corporation (hereinafter referred to individually or as the "Partners").

WITNESSETH, THAT:

WHEREAS, the Government is the fee simple owner of the Barren River Lake, Kentucky project (hereinafter referred to as the "Project");

WHEREAS, the Project provides a wide variety of recreational and educational opportunities to the general public;

WHEREAS, the construction of an outdoor classroom by the Partners will have a positive and significant future impact upon the recreational and educational opportunities that are offered to the general public when visiting the Project;

WHEREAS, the above-referenced construction project will include areas dedicated to honey bee hives and areas dedicated to honey bee pollination. The Partners are interested in promoting and assisting the Government in constructing and maintaining the above-referenced outdoor classroom;

WHEREAS, it is mutually beneficial to the Government and the Partners to work cooperatively to make the above-referenced outdoor classroom; honey bee hives; and honey bee pollinator areas available to both the Boy Scouts of America and the general public;

WHEREAS, the Partners, in order to assist the Government, have agreed to voluntarily provide the items listed in Article II, subparagraph 3;

WHEREAS, the Partners shall not provide the services described herein without first completing the Volunteer Service Agreement - Natural & Cultural Resources, Volunteer Sign-up Form for Groups and the Volunteer Service Agreement - Natural & Cultural Resources (OMB Forms 0596-0080) attached hereto as Attachment 1;

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 approved 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

- 1. For the purposes of this agreement:
- (a.) The term "Project" shall mean a 36' x 17' Pavilion Building Package with concrete (9 cubic yards) & DGA fill, electrical materials and water line, and seed, straw, and fill dirt. The honey bee hives will be established by the Allen County Beekeeper Association, Inc., a Kentucky corporation. All site preparation will be completed by Project personnel. The honey bee hives will be erected by the Partners and honey bees will be transported on site to colonize said hives. The above-referenced improvements will be in Tailwater Recreation Area at the Project, as generally described in the (Approved Barren River Lake Handshake Form) dated 26 September 2017 and approved by Headquarters, United States Army Corps of Engineers on 2 January 2018.
- (b.) The term "total project costs" shall mean all costs incurred by the Government and the Partners 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

- 1. The Government, subject to and using funds appropriated by the Congress of the United States (hereinafter the "Congress"), and using funds 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 Government personnel) shall be exclusively within the control of the Government.
- 2. The Government shall provide \$11,750.00 which is itemized as follow:
 - 36.00' x 17.00' Pavilion Building Package \$2,293.90
 - Concrete (9 cubic yards) & DGA fill \$1,630.00
 - Electrical materials and water line \$975.70
 - Seed, straw, and fill dirt \$600.40
 - Labor \$3,000.00
 - Materials and supplies \$500.00
 - Equipment use \$750.00
 - Honey Bee hives, honey bees, and related materials \$2,000.00

[Approximate costs from time of proposal application. Costs may vary.]

- 3. The Partners shall provide \$14,489.00 which is itemized as follows:
 - (i.) Boy Scouts of America Troop 303
 - Travel costs to project site \$1,200.00
 - Volunteer labor \$11,309.00
 - (ii.) Allen County Beekeepers Association
 - Travel costs to project site \$125.00
 - Equipment use \$100.00
 - Volunteer labor \$1,255.00
 - In-kind services \$500.00

[Approximate costs from time of proposal application. Costs may vary.]

- 4. 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 this paragraph.
- 5. No Federal funds may be used to meet the Partners total project costs under this Agreement.

ARTICLE III - METHOD OF PAYMENT

- 1. The Government shall maintain current records of contributions provided by the Partners and a current projection of total project costs. At least quarterly, the Government shall provide the Partners with a report setting forth all contributions provided to date and the current projection of total project costs, the components of total project costs, each party's share of total project costs, and the Partners contribution required in accordance with Article II, subparagraph 3 of this Agreement. On the effective date of this Agreement, total project costs are projected to be \$26,239.00, and the Partners contribution required under Article II, subparagraph 3 of this Agreement is projected to be \$14,489.00. Such amounts are estimates subject to adjustment and are not to be construed as the total financial responsibilities of the Government and the Partners.
- 2. 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 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 fifty percent (50.00%) 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

- 1. 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.
- 2. 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

- 1. The Partners 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.
- 2. The Partners shall not provide the services described herein without first completing the Volunteer Service Agreement Natural & Cultural Resources, Volunteer Sign-up Form for Groups and the

Volunteer Service Agreement - Natural & Cultural Resources (OMB Forms 0596-0080) attached hereto as Attachment 1.

ARTICLE IX - TERMINATION OR SUSPENSION

- 1. If at any time the Partners 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.
- 2. 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 elects to terminate this Agreement.
- 3. 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.
- 4. 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

1. 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 Partners:

Melinda Sue Cropper, Troop Leader, Boy Scouts of America Troop 303, 1080 Barren Bailey Road, Russellville, Kentucky 42276

and

John W. Jeskie, President, Allen County Beekeepers Association, Inc., 565 Bailey School Road, Scottsville, Kentucky 42164

If to the Government:

Project Manager, Barren River Lake, United States Army Engineer District, Louisville, 11088 Finney Road, Glasgow, Kentucky 42141

- 2. 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 for in this Article.
- 3. 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 that it is executed by the District Engineer, United States Army Engineer District, Louisville.

UNITED STATES DEPARTMENT OF THE ARMY, ACTING BY AND THROUGH THE DISTRICT ENGINEER, UNITED STATES ARMY ENGINEER DISTRICT, LOUISVILLE

BY:

Antoinette R. Gant

Colonel, Corps of Engineers
District Engineer, United States
Army Engineer District, Louisville

DATE: August <u>21</u>, 2018

BOY SCOUTS OF AMERICA TROOP 303

Melihda Sue Cropper, Troop Leader, Boy Scouts of America

Troop 303

DATE: August <u>/5</u>, 2018

ALLEN COUNTY BEEKEEPERS ASSOCIATION, INC., A KENTUCKY CORPORATION

BY:

John W. Jeskie, President, Allen County Beekeepers Association, Inc.

DATE: August // , 2018

Challenge Partnership Financial Work Sheet

Corps Project Name: Barren River Lake, Kentucky, USAED, Louisville

Work Project Title: Barren River Lake Pollinator Pavilion and Bee Hive

Establishment

POC Name: Daniel R. Taylor

Address: 11088 Finney Road City: Glasgow State: KY Zip Code: 42141

Telephone: (270) 646-2055

Partners Organization 1: Boy Scouts of America Troop 303

POC Name: Melinda Sue Cropper, Troop Leader, Boy Scouts of America

Troop 303

Address: 1080 Barren Bailey Road, Russellville, Kentucky 42276

Telephone: (270) 772-3128

Partners Organization 2: Allen County Beekeepers Association, Inc.

POC Name: John W. Jeskie, President, Allen County Beekeepers Association,

Inc.

Address: 565 Bailey School Road, Scottsville, Kentucky 42164

Telephone: (270) 622-7060

Proposed start date of work: October 1, 2018

Simple description of work to be accomplished through the Partnership: See

Below

- Control of the Cont	Local Corps Office	Handshake Funds	BSA Troop 303	Allen & Barren County Bee Keepers	Partner 3	Partner 4
Salaries	\$3,000	N/A	\$0	\$0	\$0	\$0
Travel	\$0	N/A	\$1,200	\$125	\$0	\$0
Materials and Supplies	\$500	\$7,500	\$0	\$0	\$0	\$0
Equipment Use	\$750	\$0	\$0	\$100	\$0	\$0
Funds Contributed	- N/A		\$0	\$0	\$0	\$0
Personal Property	N/A	N/A	\$0	\$0	\$0	\$0
Volunteer	N/A	N/A	\$11,309	\$1,255	\$0	\$0
In-Kind Services	N/A	N/A	\$0	\$500	\$0	\$0
Other (explain below)	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$4,250	\$7,500	\$12,509	\$1,980	\$0	\$0
Share of Total Cost	16.2%	28.6%	47.7%	7.5%	0.0%	0.0%
	44.8					
	Partner 5	Partner 6	Partner 7	Partner 8	Partner 9	Partner 10
Salaries	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Materials and Supplies	\$0	\$0	\$0	\$0	\$0	\$0
Equipment Use	\$0	\$0	\$0	\$0	\$0	\$0
Funds Contributed	\$0	\$0	\$0	\$0	\$0	\$0
Personal Property	\$0	\$0	\$0	\$0	\$0	\$0
Volunteer	\$0	\$0	\$0	\$0	\$0	\$0
In-Kind Services	\$0	\$0	- \$0	\$0	\$0	\$0
Other (explain below)	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$0	\$0	\$0	\$0	\$0	\$0
Share of Total Cost	0.0%	0.0%	0.0%	0.0%	0.0%	0
	Partner 11	Partner 12	Partner 13	Partner 14	Partner 15	Total
Salaries	\$0	\$0	\$0	\$0	\$0	\$3,000
Travel	\$0	\$0	\$0	\$0	\$0	\$1,325
Materials and Supplies	\$0	\$0	\$0	\$0	\$0	\$8,000
Equipment Use	\$0	\$0	\$0	\$0	\$0	\$850
Funds Contributed	\$0	\$0	\$0	\$0	\$0	\$0
Personal Property	\$0	\$0	\$0	\$0	\$0	\$0
Volunteer	\$0	\$0	\$0	\$0	\$0	\$12,564
In-Kind Services	\$0	\$0	. \$0	\$0	\$0	\$500
Other (explain below)	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$0	<u></u>	\$0	\$0	\$0	\$26,239
Share of Total Cost	0.0%	0.0%	0.0%	0.0%	0.0%	100%

Explanations:

- USACE-BRL will supply \$500.00 of materials, and the equivalent of \$750.00 in use of equipment. This will be for leveling the site, digging post holes, and spreading aggregate for the pavilion floor.
- The Handshake Funds (see below) will purchase the materials for the Pavilion, including the shelter, concrete, and electrical and water line materials. It will also purchase the startup supplies for the Bee Hives, bees, and related materials.

Handshake Expenditures:

- 36' x 17' Pavilion Building Package \$2,293.90
- Concrete (9 yards) & DGA Fill \$1,630.00
- Electrical Materials and Water Line \$975.70
- Seed, Straw, and Fill Dirt \$600.40
- Hives, Bees, & Related Materials \$2,000.00
- BSA Troop 303 will supply the volunteer labor to build the pavilion, estimated at approximately 480 hours.
- The Allen County Beekeepers Association will supply the volunteer labor to set up and maintain the bee hives, and provide technical support to the BRL staff on the basics of maintaining the hives.

ATTACHMENT 1 - CHALLENGE PARTNERSHIP
AGREEMENT BETWEEN THE UNITED STATES
DEPARTMENT OF THE ARMY AND THE BOY
SCOUTS OF AMERICA TROOP 303 AND THE
ALLEN COUNTY BEEKEEPERS ASSOCIATION,
INC., A KENTUCKY CORPORATION

OMB no. 0596-0080

AGENCY NAME:

GROUP NAME:

Volunteer Service Agreement—Natural & Cultural Resources

Volunteer Sign-up Form for Groups

you agree to the terms of the project as defined in the attached Volunteer Service Agreement and affirmed by the organization and federal agency represents. Volunteers under All volunteers that participate with an organized group on an episodic volunteer project on a unit of a public lands agency must be signed up on this form. By signing this form age 18 must complete a Volunteer Service Agreement—Natural & Cultural Resources and must be signed by the parent or guardian. Please indicate your willingness (yes) or unwillingness (no) for the Agency to use your photographic, video or audio images in performance of volunteer duties.

Burden Statement: According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of a valid OMB control number. The valid OMB control number for this information collection is 0596-0080. The time required to complete this information collection is estimated to average 1.9 information.

Pro	Project Title:				
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VOLUNTEER SERVICE AGREEMEN	NT—NATURAL & CULTURAL RESOURCES					
1. INDIVIDUAL	2. GROUP					
3. NAME OF AGENCY	4. AGREEMENT #					
5. NAME OF VOLUNTEER (First, Last)	6. U.S. CITIZEN OR PERMANENT RESIDENT Yes No, list visa type					
7. NAME OF GROUP	8. NAME OF GROUP CONTACT (First, Last)					
9. STREET ADDRESS	10. CITY, STATE, ZIP CODE					
11. EMAIL ADDRESS 12. PHONE Home: Mobile:	13. AGE Under 15 15 - 18 19 - 25 26 - 35 36 - 54 55 and Older					
	f tell us if you are a veteran or have a disability. Multiracial respondents may select two or inclusion among the volunteer force in the natural and cultural resource areas.					
14a. Ethnicity (Select one): Hispanic or Latino 14b. Race (Select one or more, regard American Indian or Alaskan	Native Asian					
☐ Not Hispanic or Latino ☐ Black or African American ☐ Native Hawaiian or Other Pa	☐ White 14d. Do you have disability? ☐ Yes ☐ No ecific Islander					
EMERGENCY CONTACT INFORMATION						
15. NAME (Last, First) 16. PHONE Home: Mobile:	17. EMAIL ADDRESS					
18. STREET ADDRESS 19. CITY, STATE,	ZIP CODE					
GOVERNMENT OFFICIAL COMPLETES THIS SECTION						
20. AGENCY CONTACT NAME (Last, First)	21. AGENCY CONTACT EMAIL & PHONE					
22. REIMBURSEMENTS APPROVED: Yes No Type and Rate of Reimbursement:	23. VOLUNTEER POSITION/GROUP PROJECT TITLE:					
description of service to be performed. Service description should in use of personal equipment and/or vehicle, skills required (note certing agreement, the leader is to provide the group name and attach a co	volunteer or service activity and the location of the volunteer activity, and attach nclude details such as time and schedule commitment, use of government vehicle, ifications if necessary), level of physical activity required, etc. If this is a group mplete list of group participants or optional form 301b for each volunteer.					
VOLUNTEER/SERVICE ACTIVITY ABSTRACT						
	st of group participants/optional form 301b attached lid Driver's License Verified (if required)					

PARENTAL CONSENT FOR VOLUNTEER UNDER A	AGE 18							
26. PARENT OR LEGAL GUARDIAN (First, Last)	28. EMAIL ADDRESS	ESS						
29. STREET ADDRESS	30. CITY, STATE, ZIP CODE							
		cy volunteer program does not provide compensation, except as ederal employee. I have read the attached description of the service to participate in the specified volunteer activity.	hat					
	(time of footh)							
32. Parent/Guardian Signature	Date							
VOLUNTEER & GROUP LEADER AFFIRMATION								
claims and injury compensation. I understand that volunteer service is not creditable for leave accrual or any other employee benefits. I also understand that either the government or I may cancel this agreement at any time by notifying the other party. I understand that my volunteer position may require a reference check, background investigation, and/or a criminal history inquiry in order for me to perform my duties. I understand that all publications, films, slides, videos, artistic or similar endeavors, resulting from my volunteer services as specifically stated in the attached job description, will become the property of the United States, and as such, will be in the public domain and not subject to copyright laws. I understand the health and physical condition requirements for doing the work as described in the job description and at the project location, and certify that the statements I have checked below are true: I or group leader know of no medical condition or physical limitation that may adversely affect my or members of the group ability to provide this service. If a group see attached OF301b. I or a member of the group have a medical condition or physical limitation that may adversely affect my ability to provide this service and have informed the Government Representative. If a member of a group see attached OF301b. I or group member do not consent to being photographed or to the release of my photographic image. If a member of a group see attached OF301b. I do hereby volunteer my services as described above, to assist in authorized activities at								
to follow all applicable safety guidelines. See attach	ed UF301b attached if a member of a	a group. (NAME OF FEDERAL AGENCY)						
34. Signature of Volunteer or Group Leader		Date						
	you as a Federal employee only for th	rials, equipment, and facilities that are available and needed he purposes of tort claims, liability and injury compensation t						
35. Signature of Government Representative		Date						
TERMINATION OF AGREEMENT								
36. Agreement Terminated Date: Total Hours Completed:								
37. Signature of Government Representative:								
PUBLIC BURDEN STATEMENT								
displays a valid OMB control number. The valid OMB control estimated to average 15 minutes per response, including the	number for this information collection is 0 to time for reviewing instructions, searching USDA, DOI, DOC and DOD prohibit dis	erson is not required to respond to a collection of information unles 0596-0080. The time required to complete this information collection ing existing data sources, gathering and maintaining the data need iscrimination in all programs and activities on the basis of race, colling status. Not all prohibited bases apply to all programs.	n is led,					
PRIVACY ACT STATEMENT								
	orm. The data will be used to maintain off	onsistent with the provisions of 5 USC 552a (Privacy Act of 1974), wh ficial records of volunteers of the USDA and USDI for the purposes of ete, enrollment in the program cannot proceed.						