

CHALLENGE PARTNERSHIP AGREEMENT  
BETWEEN  
THE DEPARTMENT OF THE ARMY  
AND  
KEEP BARTOW BEAUTIFUL  
AND  
GEORGIA DEPARTMENT OF NATURAL RESOURCES –  
WILDLIFE RESOURCES DIVISION  
AND  
GEORGIA AUDUBON  
AND  
BOBBEE MACBEE'S  
AND  
WILDLIFE ACTION, INC. – GEORGIA STATE CHAPTER  
AND  
UNIVERSITY OF GEORGIA EXTENSION – BARTOW AND CHEROKEE COUNTIES

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, by and between the Department of the Army (hereinafter the "Government"), represented by the Operations Division Chief, U.S. Army Engineer District, Mobile, and Keep Bartow Beautiful, (hereinafter "KBB"), represented by Melissa Phillips, Executive Director; Georgia Department of Natural Resources – Wildlife Resources Division, (hereinafter "GA DNR"), represented by Ted Will, Director; Georgia Audubon, (hereinafter "Audubon"), represented by Adam Betuel; Bobbee MacBee's, (hereinafter "Bobbee MacBee's"), represented by Robert Thanepohn, Co-Founder; Wildlife Action Inc. – Georgia State Chapter, (hereinafter "Wildlife Action"), represented by Brian M. Welton, State Chapter President; AND University of Georgia Extension Bartow and Cherokee Counties, (hereinafter "UGA Extensions"), represented by Paul Pugliese, County Extension Coordinator.

WITNESSETH, THAT:

WHEREAS, the Government manages lands and waters on the Allatoona Lake Project which includes protection and restoration of natural resources; and

WHEREAS, the restoration of native pollinator, grassland, and fish habitats will benefit the public, and enhance the natural resources at the Allatoona Lake Project; and

WHEREAS KBB, GA DNR, Audubon, Bobbee MacBee's, Wildlife Action, and UGA Extensions, are interested in promoting and assisting the Government in restoring the native pollinator, grassland, and wildlife habitats on Allatoona Lake Project lands; and

WHEREAS, it is mutually beneficial to the Government and KBB, GA DNR, Audubon, Bobbee MacBee's, Wildlife Action, and UGA Extensions, to work cooperatively on the restoration, upkeep, and education to the public; and

WHEREAS, KBB, GA DNR, Audubon, Bobbee MacBee's, Wildlife Action, and UGA Extensions, in order to assist the Government in this project have voluntarily agreed to provide professional expertise in the installation, maintenance, and public education of the native pollinator, grassland, and fish habitats; 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 KBB, GA DNR, Audubon, Bobbee MacBee's, Wildlife Action, and UGA Extensions, and apply those contributions to the Allatoona Lake Project, and

WHEREAS, the Government and KBB, GA DNR, Audubon, Bobbee MacBee's, Wildlife Action, and UGA Extensions 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 KBB, GA DNR, Audubon, Bobbee MacBee's, Wildlife Action, and UGA Extensions agree as follows:

#### ARTICLE I - DEFINITIONS AND GENERAL PROVISIONS

For purposes of this agreement:

a. The term "Project" shall mean the creation of pollinator and native habitat restoration sites at day use areas and campgrounds located on Government property, as generally described in the Handshake Program Application dated, 19 October 2020 and approved 12 January 2021.

b. The term "total project costs" shall mean all costs incurred by the Government and KBB, GA DNR, Audubon, Bobbee MacBee's, Wildlife Action, and UGA Extensions directly related to the restoration 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"), shall expeditiously construct the Government's portion of the Project, applying those procedures usually applied to Federal projects, pursuant to Federal laws, regulations, and policies.

b. The Government shall provide:

- Approximately ten acres of pollinator garden and wildlife plots on lands managed by USACE.
- Supplies, materials, and equipment needed to install and maintain the restoration sites and beehive recommended by partners.
- Pollinator sites cleared, treated, tilled, and seeded per partner recommendations.
- Assistance in the planting and cultivation of aquatic plants.
- Hoop houses for storing and propagation pollinator and aquatic plant species.
- Baseline and annual data retrieval of pollinator/insect counts to follow indices of activity, supporting the importance of the established pollinator habitats.
- Locations for establishment and care of a beehives located at the Allatoona Operations Project Management Office and other locations.
- Educational opportunities for the public to learn more about native pollinator, grassland habitats and wildlife in the NW Georgia region.
- Security for the restoration sites through Ranger patrols and volunteer inspections.

c. GA DNR shall provide:

- Native aquatic plants, materials, and equipment.
- Expert analysis and advice in the propagation, tending, and planting of native aquatic plant species on shorelines surrounding the lake.

d. Audubon shall also provide:

- Materials, interpretive signs, and in-kind services concerning pollinator and avian habitats.

e. KBB shall provide:

- Expert analysis and advice on the pollinator project and the contribution of native seeds and materials.

f. UGA Extensions shall provide:

- Expert analysis and advice on the pollinator project including ideal location sites, soil testing, pretreatments, tilling, seeding, and continued maintenance of propagated plants in hoop houses.

g. Wildlife Action shall provide:

- Materials, supplies, and equipment for wildlife plots.

h. Bobbee MacBee's shall provide:

- Expert analysis and advice on beehives including assistance with the installation and maintenance of the hives, and care of the queen bee and colony.

#### ARTICLE III – METHOD OF PAYMENT

a. It is understood by all parties that KBB, GA DNR, Audubon, Bobbee MacBee's, Wildlife Action, and UGA Extensions shall each pay the costs of its work under Article II.c, and the Government shall pay the costs of its work under Article II.b., and no party shall be required to provide cash payments to pay for any other party's work contemplated in this agreement. At least quarterly, each partner shall provide the Government with a report setting forth all costs incurred to date and the current projection of total cost to be expended by each remaining party respectively.

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 its 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 KBB, GA DNR, Audubon, Bobbee MacBee's, Wildlife Action, and UGA Extensions 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 KBB, GA DNR, Audubon, Bobbee MacBee's, Wildlife Action, and UGA Extensions 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, no partner shall provide, without the consent of the Government, 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

KBB, GA DNR, Audubon, Bobbee MacBee's, Wildlife Action, and UGA Extensions 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 KBB, GA DNR, Audubon, Bobbee MacBee's, Wildlife Action, or UGA Extensions 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 KBB, GA DNR, Audubon, Bobbee MacBee's, Wildlife Action, and UGA Extensions, 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. 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: *Keep Bartow Beautiful*  
*Melissa Phillips*  
*320 West Cherokee Ave., Suite 112*  
*Cartersville, GA 30120*

If to the Partner: *Georgia Department of Natural Resources – Wildlife Resources Division*  
*Ted Will*  
*2067 U.S. Hwy, 278, SE*  
*Social Circle, GA 30025*

If to the Partner: *Georgia Audubon*  
*Adam Betuel*  
*4055 Roswell Rd.*  
*Atlanta, GA 30342*

If to the Partner: *Bobbee MacBee's*  
*Robert Thanepohn*  
*276 Old Canton Rd.*  
*Ball Ground, GA 30107*

If to the Partner: *Wildlife Action, Inc. – Georgia State Chapter*  
*Brian M. Welton*  
*2075 Kellogg Creek Rd.*  
*Acworth, GA 30102*

If to the Partner: *UGA Extension (Bartow and Cherokee Counties)*  
*Paul Pugliese*  
*320 W. Cherokee Ave., Rm. 112*  
*Cartersville, GA 30120*

If to the Government: *US Army Corps of Engineers*  
*Mobile District*  
*Allatoona Lake*  
*1138 Georgia Highway 20 Spur*  
*Cartersville, GA 30120*

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 Divisions Chief, Mobile District.


**The Department of the Army**

BY:

Nelson R. Sanchez  
Operations Division Chief  
USACE, Mobile District

DATE: \_\_\_\_\_

**Keep Bartow Beautiful**

BY: 

Melissa Phillips  
Executive Director

DATE: 7/28/2021

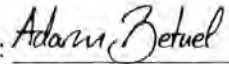
**Georgia Department of Natural Resources –  
Wildlife Resources Division**

BY:

Ted Will  
Director

DATE: \_\_\_\_\_

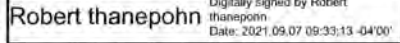
**Georgia Audubon**

BY: 

Adam Betuel  
Director of Conservation

DATE: 8/23/2021

**Bobbee MacBee's**

BY:   
Digitally signed by Robert thanepohn  
thanepohn  
Date: 2021.09.07 09:33:13 -04'00'

Robert Thanepohn  
Co-Founder

DATE: 9/7/21

**Wildlife Action, Inc., Georgia State Chapter**

BY: Brian Welton

Brian M. Welton  
State Chapter President

DATE: 07/29/2021

**UGA Extension (Bartow and Cherokee  
Counties)**

BY: 

Paul Pugliese  
County Extension Coordinator

DATE: 7/28/2021

## Challenge Partnership Financial Work Sheet

Corps Project Name: Allatoona Lake

Work Project Title: Allatoona Lake Pollinator and Native Habitat Restoration Project

Location on Project: Lands managed by USACE

POC: Christopher Purvis

1138 GA Hwy Spur 20

Cartersville, GA 30120

678-721-6725

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Keep Bartow Beautiful

POC: Melissa Phillips

320 W. Cherokee Avenue, Rm. 112

Cartersville, GA 30120

770-383-7399

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Georgia Department of Natural Resources – Wildlife Resources Division

POC: Jackson Sibley

2650 Floyd Springs Rd.

Armuchee, GA 30105

706-844-3676

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Georgia Audubon

POC: Gabe Andrie

4055 Roswell Rd.

Atlanta, GA 30342

678-973-2437

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Bobbee MacBee's

POC: Bobby Thanepohn

276 Old Canton Rd.

Ball Ground, GA 30107

770-295-9953

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Wildlife Action, Inc. – Georgia State Chapter

POC: Brian M. Welton

2075 Kellogg Creek Rd.

Acworth, GA 30102

678-218-2648



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UGA Extension, Bartow County  
POC 1: Paul Pugliese  
320 W. Cherokee Ave., Rm. 112  
Cartersville, GA 30120  
770-387-5142

UGA Extension, Cherokee County  
POC 2: Joshua Fuder  
1130 Bluffs Parkway, Ste G45  
Canton, GA 30114  
770-721-7803

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**DEPARTMENT OF THE ARMY**  
MOBILE DISTRICT, CORPS OF ENGINEERS  
ALLATOONA OPERATIONS PROJECT MANAGEMENT OFFICE  
1138 GA HIGHWAY SPUR 20, CARTERSVILLE, GEORGIA 30121  
TELEPHONE: 678-721-6700 FAX: 770-386-6758  
September 9, 2021

CESAM-OP-AL

MEMORANDUM FOR RECORD

SUBJECT: The Allatoona Lake Pollinator and Native Habitat Restoration Project Challenge Partnership Agreement.

1. The Director of the Georgia Department of Natural Resources – Wildlife Resources Division will not be able to sign the attached challenge partnership agreement due to the indemnification clause included in the MOU. USACE Office of Council states that the clause must stay in the MOU.
2. GADNR will continue to be a major partner on the project despite the lack of signature. They are a longtime partner in this arena with USACE and have already completed 80% of their listed partnership totals. Further, Allatoona Lake staff expects GADNR contributions at the end of the project to be much greater than listed on the attached worksheet as the project is beneficial to both USACE and GADNR.
3. Point of contact for further information is Chris Purvis, Lead Ranger, Allatoona Lake, 678-721-6725, [Christopher.t.purvis@usace.army.mil](mailto:Christopher.t.purvis@usace.army.mil).

Gerald Fulton  
Operations Project Manager  
U.S. Army Corps of Engineers  
Allatoona Lake