

CHALLENGE PARTNERSHIP AGREEMENT BETWEEN THE UNITED STATES DEPARTMENT OF THE ARMY AND THE SOUTHWEST KENTUCKY MOUNTAIN BIKE ASSOCIATION, INC., CAVE COUNTRY TRAILS, INC., BARREN COUNTY EVENING LIONS CLUB, AND FRIENDS OF BARREN RIVER LAKE & PARK, INC.

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 Southwest Kentucky Mountain Bike Association, Inc., Cave Country Trails, Inc., Barren County Evening Lions Club, and Friends of Barren River Lake & Park, Inc. (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 is managed (i.e. real property administrative accountability) by the United States Army Engineer District, Louisville;

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

WHEREAS, the Government plans to construct a multi-use recreational trail system (i.e. the Highlander Trail System which shall consist of two connecting recreational use trails to be known as War Hammer Loop and Bagpipe Burner Loop) within the boundary of the Project;

WHEREAS, the construction of the above-referenced recreational trail system will increase the recreational and educational opportunities that are offered to the general public when visiting the Project;

WHEREAS, the Partners are interested in assisting the Government in the construction of the initial or first phase (i.e. approximately four miles of recreational trail and supporting infrastructure to be known as War Hammer Loop) of the above-referenced recreational trail system;

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 Form 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 construction of the above-referenced recreational trail system; 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 purposes of this agreement:

(a.) The term "Construction Project" shall mean the construction of the War Hammer Loop segment (i.e. approximately four miles of recreational trail and supporting infrastructure) of the above-referenced recreational trail system. Any excess War Hammer Loop segment construction funding (reference Article II, subparagraphs 2 and 3) may be used for the construction of the Bagpipe Burner Loop segment (approximately four miles and six tenths of recreational trail and supporting infrastructure) of the above-referenced recreational trail system.

(b.) The term "total project costs" shall mean all costs incurred by the Government and the Partners directly related to construction of the War Hammer Loop segment of the above-referenced recreational trail system. Any excess War Hammer Loop segment construction funding (reference Article II, subparagraphs 2 and 3) may be used for the construction of the Bagpipe Burner Loop segment (approximately four miles and six tenths of recreational trail and supporting infrastructure) of the above-referenced recreational trail system.

(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 War Hammer Loop segment of the above-referenced recreational trail system, applying those procedures usually applied to Federal projects, pursuant to Federal laws, regulations, and policies. Any excess War Hammer Loop segment construction funding (reference Article II, subparagraphs 2 and 3) may be used for the construction of the Bagpipe Burner Loop segment (approximately four miles and six tenths of recreational trail and supporting infrastructure) of the above-referenced recreational trail system. The award of contracts, modifications or change orders, and performance of all work on the Construction Project (whether the work is performed under contract or by the Government personnel) shall be exclusively within the control of the Government.

2. The Government shall provide \$36,500.00<sup>1</sup> which is itemized as follows:

Professional Trail Building Contract Funding - \$25,000.00;  
Labor - \$10,000.00;  
Materials and supplies - \$500.00; and  
Equipment use - \$1,000.00.

---

<sup>1</sup> Approximate costs from time of proposal application. Costs may vary.

3. The Partners shall provide \$72,364.00<sup>2</sup> which is itemized as follows:

(i.) Southwest Kentucky Mountain Bike Association, Inc.:  
Professional Trail Building Contract Funding - \$20,000.00; and  
Volunteer labor – \$48,960.00.

(ii.) Cave Country Trails, Inc.:  
Volunteer labor - \$1,088.00.

(iii.) Barren County Evening Lions Club:  
Volunteer Labor - \$816.00.

(iv.) Friends of Barren River Lake & Park, Inc.:  
Trailhead Signage Funds - \$1,500.00.

---

<sup>2</sup> 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, of each party's share of total project costs, and of 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 \$108,864.00, and the Partners contribution required under Article II, subparagraph 3. of this Agreement is projected to be \$72,364.00. 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 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

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 Form 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 Construction 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 Construction 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 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 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 Construction 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. 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

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:

Charles E. Winger, Jr., President  
Southwest Kentucky Mountain Bike Association, Inc.  
712 Sherwood Drive  
Bowling Green, Kentucky 42103

Eddie Bruner, President  
Cave Country Trails, Inc.  
Post Office Box 3  
Mammoth Cave, Kentucky 42259

Brennan Morgan, President  
Barren County Evening Lions Club  
Post Office Box 1901  
Glasgow, Kentucky 42142

Missy Towell, President  
Friends of Barren River Lake & Park, Inc.  
Post Office Box 213  
Glasgow, Kentucky 42142

If to the Government:

Alan B. Ramey, 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: Eric D. Crispino

Eric D. Crispino  
Colonel, Corps of Engineers  
District Engineer, United States  
Army Engineer District, Louisville

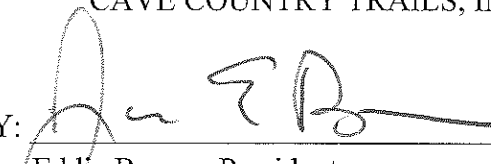
DATE: 23 July, 2021

SOUTHWEST KENTUCKY MOUNTAIN BIKE  
ASSOCIATION, INC.

BY:   
Charles E. Winger, Jr., President

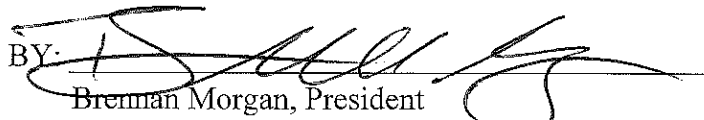
DATE: 6/8/21, 2021

CAVE COUNTRY TRAILS, INC.

BY:   
Eddie Bruner, President

DATE: 6/8/2021, 2021

BARREN COUNTY EVENING LIONS CLUB

BY:   
Brennan Morgan, President

DATE: 6/14/2021, 2021

FRIENDS OF BARREN RIVER LAKE &  
PARK, INC.

BY:   
Missy Towell, President

DATE: 6/20/21, 2021



Challenge Partnership Financial Work Sheet

Corps Project Name: Barren River Lake, Louisville District

Work Project Title: Highlander Trail System

POC Name: Daniel R. Taylor, Natural Resources Specialist, 11088 Finney Road, Glasgow, Kentucky 42141

Telephone: (270) 646-2055

Location on Project: Project Office

---

Partner Organization 1: Southwest Kentucky Mountain Bike Association, Inc.

POC Name: Charles E. Winger, Jr., President, 712 Sherwood Drive, Bowling Green, Kentucky 42103

Telephone: (270) 392-8465

---

Partner Organization 2: Cave Country Trails, Inc.

POC Name: Eddie Bruner, President. Post Office Box 3, Mammoth Cave,  
Kentucky 42259

Telephone: (270) 834-1441

---

Partner Organization 3: Barren County Evening Lions Club

POC Name: Brennan Morgan, President, Post Office Box 1901, Glasgow,  
Kentucky 42142

Telephone: (270) 404-2502

---

Partner Organization 4: Friends of Barren River Lake & Park, Inc.

POC Name: Missy Towell, President, Friend of Barren Rive Lake & Park, Post Office Box 213.  
Glasgow, Kentucky 42142

Telephone: (270) 590-4703

Proposed start date of work: October 1, 2021

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

	Local Corps Office	Handshake Funds	SWKyMBA	Cave Country Trails	Glasgow Lions Club	Friends of Barren River Lake & Park
Salaries	\$10,000	N/A	\$0	\$0	\$0	\$0
Travel	\$0	N/A	\$0	\$0	\$0	\$0
Materials and Supplies	\$500	\$0	\$0	\$0	\$0	\$0
Equipment Use	\$1,000	\$0	\$0	\$0	\$0	\$0
Funds Contributed	N/A	N/A	\$20,000	\$0	\$0	\$1,500
Personal Property	N/A	N/A	\$0	\$0	\$0	\$0
Volunteer	N/A	N/A	\$48,960	\$1,088	\$816	\$0
In-Kind Services	N/A	N/A	\$0	\$0	\$0	\$0
Other (explain below)	\$0	\$25,000	\$0	\$0	\$0	\$0
<b>Total</b>	<b>\$11,500</b>	<b>\$25,000</b>	<b>\$68,960</b>	<b>\$1,088</b>	<b>\$816</b>	<b>\$1,500</b>
<b>Share of Total Cost</b>	10.6%	23.0%	63.3%	1.0%	0.7%	1.4%
	33.5%					

	Partner 11	Partner 12	Partner 13	Partner 14	Partner 15	Total
Salaries	\$0	\$0	\$0	\$0	\$0	\$10,000
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Materials and Supplies	\$0	\$0	\$0	\$0	\$0	\$500
Equipment Use	\$0	\$0	\$0	\$0	\$0	\$1,000
Funds Contributed	\$0	\$0	\$0	\$0	\$0	\$21,500
Personal Property	\$0	\$0	\$0	\$0	\$0	\$0
Volunteer	\$0	\$0	\$0	\$0	\$0	\$50,864
In-Kind Services	\$0	\$0	\$0	\$0	\$0	\$0
Other (explain below)	\$0	\$0	\$0	\$0	\$0	\$25,000
<b>Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$108,864</b>
<b>Share of Total Cost</b>	0.0%	0.0%	0.0%	0.0%	0.0%	100%