

CHALLENGE PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
THE KENTUCKY DEPARTMENT OF FISH AND WILDLIFE RESOURCES
AND
THE FRIENDS OF NOLIN RIVER LAKE INC
AND
THE FRIENDS OF ROUGH RIVER LAKE INC

THIS AGREEMENT, entered into as of the date of the last signature below, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander, U.S. Army Engineer District Louisville, the Kentucky Department of Fish and Wildlife Resources, the Friends of Nolin River Lake Inc, and the Friends of Rough River Lake Inc, (hereinafter the "Partners).

WITNESSETH, THAT:

WHEREAS, the Government manages lands and waters at Nolin River Lake and Rough River Lake which include fish and wildlife and recreational benefits for the public, and

WHEREAS, the construction and installation of erosion control structures will reduce shoreline erosion, which will have a beneficial effect on water quality, reduce sedimentation, reduce invasive species establishment, and positively impact fisheries, and

WHEREAS, it is mutually beneficial to the Government and the Partners to work cooperatively to reduce erosion, and

WHEREAS, the Partners, in order to assist the Government in this project, have voluntarily agreed to provide their volunteer labor, expertise, and/or funds as a portion of the cost, 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 Partners and apply those contributions to the 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

For purposes of this agreement:

a. The term "Project" shall mean two (2) areas of erosion control measures at Nolin Lake and two (2) areas of erosion control measures at Rough River Lake, comprised of approximately 3000 linear feet of shoreline. Erosion control measures will incorporate additional structure for fish habitat, as well as seeding/live planting to establish vegetation on the shoreline. All above stated improvements will be at Nolin River Lake and Rough River Lake, as generally described in the Approved Nolin River Lake/Rough River Lake Handshake Form dated 15 October 2020 and approved by HQ USACE on 11 January 2021.

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

a. 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 the Government personnel) shall be exclusively within the control of the Government.

b. The Government shall provide: \$39,000.

Salaries - \$16,000

Supplies, materials, and shipping – 23,000

***Approximate costs from time of proposal application. Costs may vary.*

c. The Partners shall provide: \$32,333.

Kentucky Department of Fish and Wildlife Resources

Salaries - \$19,000

Supplies and materials - \$3,000

Equipment use - \$4,000

Friends of Nolin River Lake Inc

Volunteer Labor - \$2,000

Friends of Rough River Lake Inc

Purchase of one pallet-sized mold - \$4,333

***Approximate costs from time of proposal application. Costs may vary.*

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 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.b. of this Agreement. On the effective date of this Agreement, total project costs are projected to be \$96,318, and the Partners' contribution required under Article II.b. of this Agreement is projected to be \$32,333. Such amounts are estimates subject to adjustment and are not to be construed as the total financial responsibilities of the Government and the Partners.

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 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

a. 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.

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 therefrom.

ARTICLE VIII - INDEMNIFICATION

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.

ARTICLE IX - TERMINATION OR SUSPENSION

a. If at any time the Partners fails to fulfill their 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 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.

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. 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

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 Partners:

Dave Dreves
Fishing Division Director, Acting
Kentucky Department of Fish and Wildlife Resources
1 Sportsman's Lane
Frankfort, KY 40601

Peggy Sturdivant
President, Friends of Nolin River Lake Inc
P.O. Box 11
Brownsville, KY 42210

Charlie Corbett
President, Friends of Rough River Lake Inc
14957 Falls of Rough Road
Falls of Rough, KY 40119

If to the Government:

Chris Boggs
Operations Manager, Green River Area
U.S. Army Corps of Engineers Louisville District
P.O. Box 339
Bee Spring, KY 42207

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 District Commander, Louisville District.

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

BY: _____
Eric D. Crispino
Colonel, U.S. Army
District Commander, United States
Army Engineer District, Louisville
DATE: _____, 2021

Friends of Nolin River Lake Inc



Peggy Sturdivant
President, Friends of Nolin River Lake Inc

DATE: July 19, 2021

Friends of Rough River Lake Inc

Charlie Corbett
Charlie Corbett
President, Friends of Rough River Lake Inc

DATE: July 20, 2021

Tourism, Arts, & Heritage Cabinet- Kentucky Department of Fish and Wildlife Resources

Rich Storm
Rich Storm
Commissioner, KDFWR

DATE: 7-27-21

Michael E. Berry
Michael E. Berry
Secretary, TAH

DATE: 08.12.21

Approved as to form & legality:

Sarah G. Cronan
Sarah Cronan, General Counsel- TAH

Daniel Schulman
Daniel Schulman, Staff Attorney- KDFWR

Digitally signed by Daniel Schulman
DN: cn=Daniel Schulman, o.ou,
email=daniel.schulman@ky.gov,
c=US
Date: 2021.07.28 12:06:34 -0400

Challenge Partnership Financial Work Sheet

Corps Project Name: Nolin Lake and Rough River Lake, Louisville District

Work Project Title: Reef Ball Shoreline Erosion Control

POC Name: Chris Boggs

Address: P.O. Box 339

City: Bee Spring

State: KY Zip Code: 42207

Telephone: 270-286-4521

Location on Project: Green River Area Office

Partners Organization 1: Kentucky Department of Fish and Wildlife Resources

POC Name: Dave Dreves

Address: 1 Sportsman's Lane

City: Frankfort

State: KY Zip Code: 40601

Telephone: 502-892-4469

Partners Organization 2: Friends of Nolin River Lake Inc

POC Name: Peggy Sturdivant

Address: P.O. Box 11

City: Brownsville

State: KY Zip Code: 42210

Telephone: 270-272-8003

Partners Organization 3: Friends of Rough River Lake Inc

POC Name: Charlie Corbett

Address: 14957 Falls of Rough Road

City: Falls of Rough

State: KY Zip Code: 40119

Telephone: (270) 257-2502

Proposed start date of work: 10/1/2021

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

	Local Corps Offices (RRL & NRL)	Handshake Funds	KY Dept of Fish & Wildlife Resources	Friends of Nolin River Lake	Friends of Rough River Lake	Partner 4
Salaries	\$16,000	N/A	\$19,000	\$0	\$0	\$0
Travel	\$0	N/A	\$0	\$0	\$0	\$0
Materials and Supplies	\$21,800	\$24,985	\$3,000	\$0	\$4,333	\$0
Equipment Use	\$0	\$0	\$4,000	\$0	\$0	\$0
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	\$0	\$2,000	\$0	\$0
In-Kind Services	N/A	N/A	\$0	\$0	\$0	\$0
Other (explain below)	\$1,200	\$0	\$0	\$0	\$0	\$0
Total	\$39,000	\$24,985	\$26,000	\$2,000	\$4,333	\$0
Share of Total Cost	40.5%	25.9%	27.0%	2.1%	4.5%	0.0%
	66.4%					

	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	\$35,000
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Materials and Supplies	\$0	\$0	\$0	\$0	\$0	\$54,118
Equipment Use	\$0	\$0	\$0	\$0	\$0	\$4,000
Funds Contributed	\$0	\$0	\$0	\$0	\$0	\$0
Personal Property	\$0	\$0	\$0	\$0	\$0	\$0
Volunteer	\$0	\$0	\$0	\$0	\$0	\$2,000
In-Kind Services	\$0	\$0	\$0	\$0	\$0	\$0
Other (explain below)	\$0	\$0	\$0	\$0	\$0	\$1,200
Total	\$0	\$0	\$0	\$0	\$0	\$96,318
Share of Total Cost	0.0%	0.0%	0.0%	0.0%	0.0%	100%

Explanations:

Local Corps office (NRL)—Other expenses: Shipping of reef ball molds: \$1,200

Local Corps offices supplies/materials breakdown:

RRL: Reef ball molds: \$8,889

Concrete & additives: \$4,111

NRL: Concrete & additives: \$4,300

Live stakes/native seed mix: \$2,000

Lumber used in constructing reef balls: \$1,000

Replacement bladders: \$500

Misc parts: \$1,000

KDFWR: Concrete and additives: \$3,000