



DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, SEATTLE DISTRICT
4735 E. MARGINAL WAY SOUTH
SEATTLE, WASHINGTON 98134

REPLY TO
ATTENTION OF

CENWS-ODS-NR

MEMORANDUM FOR Mark A. Geraldi, COL, USACE, Commanding

SUBJECT: Challenge Partnership Agreement for Improvements to Lake Washington Ship Canal Fish Ladder

1. Reference Memorandum, Public Law 102-580, Section 225 of 33 U.S. C 2328 Water Resources Development Act of 1992, subject: U.S. Army Corps of Engineers (USACE) Challenge Partnership Program Authority.
2. Request approval for a Challenge Partnership Agreement between Lake Washington Ship Canal, the Corps Foundation, and Discover Your Northwest for site improvements at and near the Hiram A. Chittenden Locks fish ladder viewing area. Site improvements will include interior design and accessibility improvements, and revision of interpretive media. Partners bring forth over \$400,000 in funds that they will use to improve facilities. USACE will handle environmental paperwork and subsequent reviews of plans. Details are found in the challenge partnership agreement (Encl 1). Appropriate supporting agreements are provided as Encls 2 and 3.
3. The point of contact for this request is Ms. Alana Mesenbrink, Natural Resources Specialist at (406) 293-7751x252 or alana.f.mesenbrink@usace.army.mil.

A handwritten signature in black ink, appearing to read "Amy R. Reese".

AMY R. REESE, P.E.
Chief, Operations Division

Encls (3)

1. Challenge Partnership Agreement
2. Lake Washington Ship Canal Concept Design
3. NWS Contributions and Donor Recognition Plan 2014

CHALLENGE PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
DISCOVER YOUR NORTHWEST
AND
THE CORPS FOUNDATION

THIS AGREEMENT is entered into this 3rd day of October, 2017, by and between the Department of the Army, represented by the District Commander, U.S. Army Engineer District, Seattle (hereinafter the Government); Discover Your Northwest; and The Corps Foundation (hereinafter collectively referred to as "Partners"); at the Hiram M. Chittenden Locks in Seattle, WA.

WITNESSETH, THAT:

WHEREAS, the Government manages lands and waters at Hiram M. Chittenden Locks (hereinafter Government Property) which include navigation, recreation, natural resource stewardship, and fisheries and wildlife management missions; and

WHEREAS, Discover Your Northwest's mission is to promote the discovery of the Northwest, enrich the experience of visitors, and encourage stewardship of public lands; and

WHEREAS, the Corps Foundation's mission is to engage the public to ensure the environmental health and recreational enjoyment of our nation's lakes and waterways administered by the U.S. Army Corps of Engineers; and

WHEREAS, it is mutually beneficial to the Government and the Partners to cooperate towards an improved fish ladder viewing area that provokes, relates, and reveals to the public nuanced connections of people, place and the environment; 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 enter into cooperative agreements with non-Federal public and private entities to provide for operation and management of recreation facilities and resources where such facilities are being maintained at complete Federal expense; and

WHEREAS, the Government and the Partners have the full authority and capability to perform as hereinafter set forth and intend to cooperate in this Challenge Partnership 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 site improvements at and near the Hiram M. Chittenden Locks fish ladder viewing area. Site improvement will be in keeping with the Hiram M. Chittenden Locks Concept Design Report (see Attachment A) produced by the Government and Partners that modernizes the viewing area. These changes include interior design and accessibility improvements, and revision of interpretive media.

b. 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.

c. All donated property 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

The Government and the Partners will come together in a government setting to create a new opportunity for the public to learn about the Lake Washington Ship Canal Fish Ladder, connected ecosystem and economics.

a. The Government, subject to and using funds appropriated by the Congress of the United States, and using materials and services provided by the Partners, shall work with the Partners to carry out this project, applying those procedures usually applied to Federal activities, pursuant to Federal laws, regulation and policies.

b. The Government shall:

(1) Provide for the undertaking all environmental, cultural and historical compliance work and coordination required under the National Environmental Policy Act and other applicable federal laws.

(2) Provide engineering and architectural review of all plans and other design documents at a minimum of 50%, 95% and 100% design levels. Corps employees will respond within 2 weeks to complete design reviews, and requests for information, reviews, and approvals during construction to prevent delay of work, contractual processes and obligations between the Partners and its contractors and vendors;

(3) Facilitate personnel, equipment, supply and material access to the work site for Partner contractual service providers and vendors during normal hours of operation.

(4) Provide part time onsite expertise and support as needed during construction to protect and ensure long term Government interests in facility integrity and viability. The government has the authority to review and approve products, shop drawings, and other submittals, and to stop any work performed on Government property by the Partners or their contractors and vendors if there are recognizable safety, security or environmental hazards that arise;

(5) Patrol the area during business hours to improve security of the facility and deter vandalism and larceny of installed features. After closing the facility for the day, Government staff will continue to supply nightly security rounds throughout the facility;

(6) Endeavor to keep the site in a state of good repair, open, and accessible to the public by providing operations and maintenance of the completed works;

(7) Allow Partners to recognize individual contributors to the project in a manner consistent with the U.S. Army Corps of Engineers Contribution Policy (see Attachment B).

c. The Partners shall:

(1) Perform all fundraising efforts and financial management for construction and installation;

(2) Submit cost documentation to the Government at least quarterly;

(3) Facilitate a kickoff meeting/design workshop at the beginning of the design process, and prepare all design submittals for review and approval by the government;

(4) Construct government approved designs for upgrades and administer the contract, including quality assurance for the construction of upgrades to the Lake Washington Ship Canal Fish Ladder facility;

(5) Include language in construction contracts that allow for the government to halt construction if there are recognizable issues, safety, security or environmental hazards that arise, and work with the government on communication procedures for construction contracts;

(6) Develop site-specific interpretive content and provide interpretive plan to the Government for comment and approval prior to final design;

(7) Provide a one week review time for designs for all stakeholders involved including the Suquamish and Muckleshoot tribes;

(8) Submit design specifications to the Government for written approval prior to initiation of construction to ensure compliance and general conformity with the National Environmental Policy Act (NEPA) approvals and stipulations provided under

consultation. All construction documents (including engineer drawings and calculations) shall be reviewed and approved in writing by the Government prior to construction to ensure life safety considerations and scope of operations and maintenance requirements are adequately addressed. Designs shall comply with Government security, occupational safety, environmental health protocols and shall meet National Fire Protection Agreement (NFPA) and 2015 International Building Code (IBC) standards/codes;

(9) Ensure that all contractors and vendors are licensed and bonded;

(10) Coordinate early and frequently with Government staff regarding major project milestones, area closures during construction, timetables for work, safety measures employed, work windows, and security concerns;

(11) As opportunities become available, promote visits to the site by free and available means, including but not limited to: promote the site by word-of-mouth, mention in electronic or printed media, and refer to the Government potential sources of volunteers;

(12) Conduct all work with the ultimate intent of contributing the project to the Government for its continued sole ownership, operation, and maintenance as part of the Hiram M. Chittenden Locks;

(13) Acknowledge that security threats, resource limitations, and safety concerns prevent indefinitely-guaranteed access to, maintenance of, and viability of the site and structure. The Partners will have no vested interest in the structure following its contribution to Hiram M. Chittenden Locks. At the completion of construction, the contribution will be memorialized among Parties in writing in accordance to the Seattle District Contributions Plan, at which time the Government assumes all custodial care of the installed features;

ARTICLE III - DESIGN AND CONSTRUCTION ROLES AND PROCESSES

a. This section further defines the roles of the Government, the Partners, and the Partners' contractors and vendors during the design and construction process. The joint roles and responsibilities of the Parties are to work collaboratively; to afford the project the greatest creative latitude of concept and design while addressing environmental, public health and safety responsibilities; and to actively facilitate mutual success in its varied shapes and forms.

b. The Corps team of representatives will include an architect, structural engineer, mechanical engineer, electrical engineer, NEPA coordinator, tribal liaison, and the center of expertise (TCX) for the built environment.

c. The Partner's design contractor will provide a professional design team to work with the Government on design reviews and construction oversight.

d. The Parties will use Project Extranet (ProjNet™) also known as DrChecks. This is an internet-based service that allows the secure exchange and processing of design and construction information among authorized business partners. ProjNet™ facilitates the formal oversight, control, review, management and secure exchange of complex project documents among and between all project stakeholders.

e. The review process will contain a 50%, 95% and 100% technical review. The 50% technical review will be an Over the Shoulder review with a 5 day prior read ahead followed by a 1 day review meeting in person. The 95% and 100% technical reviews will have a minimum of 2 week review time followed by a meeting in person to resolve review comments.

f. Construction shall not commence until resolution of all comments from all parties has occurred and DrChecks has been closed out.

g. The general construction contractor may be hired prior to the 100% technical review completion, to allow the contractor to participate in the review team and discussions.

h. The Partner will have contract administration and quality control responsibilities for their contracts. The Government reserves the right to stop any work performed on Government property by the Partners or their contractor if there are recognizable safety, security or environmental hazards that arise.

ARTICLE IV – FUNDING AND ACCOUNTING

a. On the effective date of this Agreement, the expected Government contribution is estimated at \$60,000 and the Partners' contribution under Article II.b. of this Agreement is projected to be a minimum of \$400,000. Such amounts are estimates subject to adjustment; total contributions by the Government and the Partners may exceed these amounts.

b. The Government shall maintain current records of contributions towards the Agreement and a current projection of total project costs. At least quarterly, the Government shall provide the Partners with a report setting forth labor accrued towards the Government obligations per this agreement, the current projection of total project costs, of the components of total project costs, of each party's approximate share of total project costs, and of the Partners' contributions in accordance this Agreement.

b. Because this project is considered an Addition and Betterment (A&B) to Lake Washington Ship Canal, cost documentation to include contracts, invoices, and labor reports from the Partners shall be tracked in order to properly capitalize the asset A&B costs. The Partners shall submit cost documentation to the Government at least quarterly. The Government shall also track all Government costs to be capitalized as part of the A&B.

c. Each Party will fund its own activities; no funds are to be exchanged between the Parties.

d. No Federal funds may be used to meet the Partners' obligations under this Agreement. Federal funds will be used to meet the Government's obligations set forth earlier in this document.

e. 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. Seattle District Resource Management (RM) will also receive a copy of all cost documentation tracking to capitalize A&B improvements to LWSC. The final accounting shall establish total project costs, each party's contribution provided thereto, and each party's share thereof.

ARTICLE V – LAWS AND REGULATIONS

a. In exercise of their respective rights and obligations under this Agreement, the Government and the Partners agree to comply with all applicable Federal laws and regulations, including, but not limited to, the Corps of Engineers Safety and Health Requirements Manual EM 385-1-1, 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, no 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

a. No member of or delegate to the United States 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

a. The Partners and its contractors shall hold and save the Government free from all damages arising from services it performs or provides for the construction, repair, replacement, and rehabilitation of the activity, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE IX – TERM

a. This Agreement becomes effective upon the date last signed and executed by the duly authorized representative of the Parties to this Agreement.

b. This Agreement shall remain in effect until the project is constructed and complete or for (5) years from the execution date, whichever is sooner, unless terminated, extended, or cancelled prior to the expiration date.

ARTICLE X - TERMINATION OR SUSPENSION

a. If at any time the Partners fail to fulfill its obligations under this Agreement, the Government shall terminate this Agreement or suspend future performance under this Agreement unless the Government determines that continuation of work on the activity 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 activity.

b. If the Government fails to receive annual appropriations in amounts sufficient to meet its obligations as set forth in this Agreement for the then-current or upcoming fiscal year, the Government shall so notify the Partners, and 60 calendar days thereafter any

party may elect without penalty to terminate this Agreement or to suspend future performance under this Agreement. In the event that any 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 any party elects to terminate this Agreement pursuant to this Article, all parties shall conclude their activities relating to the activity 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.

e. If the agreement is terminated, the Government shall conduct a final accounting and furnish the Partners with the results of the final accounting.

ARTICLE XI - NOTICES

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 mailed by either first-class, registered, or certified mail, as follows:

a. If to The Corps Foundation:

- (1) Greg Miller
441 G Street NW
Washington, D.C. 200314

b. If to Discover Your Northwest:

- (2) Jim Adams
164 South Jackson Street
Seattle, WA 98104

b. If to the Government:

Nate McGowan, Operations Project Manager
Lake Washington Ship Canal
3015 NW 54th St.
Seattle, WA 98107

A party may change the person or address to which such communications are to be directed by giving written notice to the other parties in the manner provided in this Article.

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.

Routine and operational points of contacts between parties:

a. If to The Corps Foundation:

Rich Deline
PO Box 827
Suquamish, WA 98392
(206) 459-7188
rich.deline@gmail.com

b. If to Discover Your Northwest:

Jim Adams
164 South Jackson Street
Seattle, WA 98104
(206) 220-4245
jim.adams@discovernw.org

b. If to the Government:


Nate McGowan, Operations Project Manager
Lake Washington Ship Canal
3015 NW 54th St.
Seattle, WA 98107
nathan.d.mcgowan@usace.army.mil

ARTICLE XII - 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 of the U.S. Army Corps of Engineers, Seattle District or their designee.

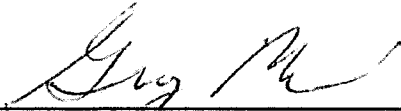
U.S. Army Corps of Engineers:

for 

MARK A. GERALDI
COL, EN
Commanding

10-24-17
Date

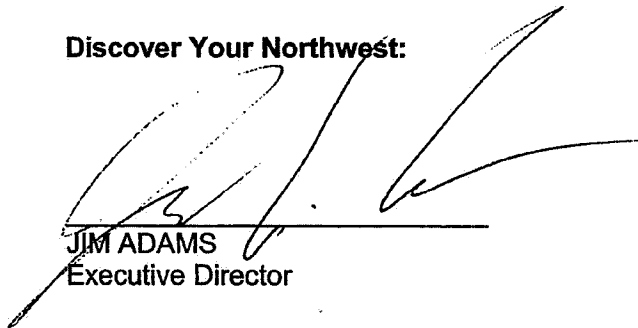
The Corps Foundation:



GREG MILLER
Chairperson

10-20-17
Date

Discover Your Northwest:



JIM ADAMS
Executive Director

10-19-17
Date

Challenge Partnership Financial Work Sheet

Corps Project Name: Lake Washington Ship Canal

Work Project Title: Fish Ladder Viewing Area Improvements

POC Name: Nathan McGowan

Address: 3015 NW 54th City: Seattle State: WA Zip Code:
98107

Telephone: 206 - 789 - 2622 x201

Location on Project: OPM, Administration building

Partner Organization 1: The Corps Foundation

POC Name: Rich Deline

Address: PO Box 827 City: Suquamish State: WA Zip Code:
98392

Telephone: 206 - 459 - 7188

Partner Organization 2: Discover Your Northwest

POC Name: Jim Adams

Address: 164 South Jackson Street City: Seattle State: WA Zip Code:
98104

Telephone: 206 - 220 - 4245

Proposed start date of work: October 9, 2017

Simple description of work to be accomplished through the partnership: Challenge Partnership Agreement between Lake Washington Ship Canal, the Corps Foundation and Discover Your Northwest for interior design, accessibility, and revision of interpretive media improvements at and near the Hiram M. Chittenden Locks fish ladder viewing area.

Double click on spreadsheet to access data entry fields:

	Local Corps Office	Handshake Funds	Partner 1	Partner 2	Partner 3	Total
Salaries	\$30,000	N/A	\$0	\$0	\$0	\$30,000
Travel	\$0	N/A	\$0	\$0	\$0	\$0
Materials and Supplies	\$0	\$0	\$0	\$0	\$0	\$0
Equipment Use	\$0	\$0	\$0	\$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	\$0	\$0	\$0
In-Kind Services	N/A	N/A	\$200,000	\$200,000	\$0	\$400,000
Other (explain below)	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$30,000	\$0	\$200,000	\$200,000	\$0	\$430,000
Share of Total Cost	7.0%	0.0%	46.5%	46.5%	0.0%	100%

Explanations: Partners together received a grant for \$400,000 from the Birkenfeld Charitable Trust, to show separate contributions from partners it was split in equal halves, but the partners are working together on this project.