

# Idaho Department of Juvenile Corrections

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C.L. "BUTCH" OTTER  
Governor

SHARON HARRIGFELD  
Director

June 7, 2010

Michael J. Swenson  
National Resource Specialist  
Department of the Army  
Walla Walla District, CORPS of Engineers  
201 N. Third Avenue  
Walla Walla, WA 99362-1876

Dear Mr. Swenson,

Enclosed please find the original signed document regarding the Challenge Partnership between the Department of the Army and Idaho Department of Juvenile Corrections.

We look forward to working with you and helping with trail maintenance of the big Eddy Trail.

Sincerely,

Sally Norton  
Management Assistant  
Department of Juvenile Corrections

Cc: Kevin Bernatz, Superintendent JCC-Lewiston  
Terry Lewis, Group Leader JCC-Lewiston



**CHALLENGE PARTNERSHIP  
BETWEEN  
THE DEPARTMENT OF THE ARMY  
AND  
THE STATE OF IDAHO, JUVENILE CORRECTION CENTER,  
LEWISTON, IDAHO**

THIS AGREEMENT, is entered into by and between the Department of the Army, U. S. Army Corps of Engineers, Walla Walla District (hereinafter, the "Government"), represented by the District Engineer, and the State of Idaho, Department of Juvenile Correction, Lewiston, Idaho (hereinafter, the "Partner"), represented by the Director.

WITNESSETH, THAT:

WHEREAS, the Government manages lands and waters at Dworshak Reservoir that include recreational trail use opportunities for the public, and

WHEREAS, trail maintenance performed on Big Eddy Trail at Big Eddy Recreation Area will improve the overall condition and management of the trail as well as aid in the preservation of the natural resources around it.

WHEREAS, the Partner is interested in promoting and assisting the Government in providing trail crew maintenance at Big Eddy Trail by providing manpower to inspect and maintain the trail and to document trail conditions. Maintenance may include the rehabilitation of trail sections where conditions have deteriorated.

WHEREAS, the Juvenile Correction Center – Lewiston (hereinafter, "JCC Lewiston") is a facility managed by the Partner and is responsible for the care, housing, rehabilitation, and training of juvenile offenders assigned to that facility.

WHEREAS, JCC Lewiston, as part of its rehabilitative and competency development responsibilities provides a Trail Crew Maintenance Training Program (hereinafter, "TMTP") for juvenile residents at JCC Lewiston, which provides those qualified residents (hereinafter, the "Crew") with an opportunity to learn specific lifetime outdoor skills, environmental awareness, and identification of natural resources while providing the community with a valuable service. (See, Exhibit A, JCC Lewiston, Dworshak Outdoor Training Project.)

WHEREAS, it is mutually beneficial to the Government and the Partner to work cooperatively to provide trail maintenance services at Big Eddy Trail as well as preserve and protect the Government's natural resources in and around the Big Eddy Recreation area.

WHEREAS, Section 225 of the Water Resources Development Act of 1992, 33 USC § 2328, authorizes the Secretary of the Army to accept contributions of services from a Partner and apply those contributions to a Project, and



WHEREAS, the Government and the Partner have the full authority and capability to perform as hereinafter set forth and intend to enter into a partnership to maintain and protect Big Eddy Trail and its natural resources in accordance with the terms of this agreement;

NOW THEREFORE, the Government and the Partner agree as follows:

## ARTICLE I – DEFINITIONS AND GENERAL PROVISIONS

a. Definitions. For purposes of this agreement:

1. TMTP. The Trail Maintenance Training Program is designed to provide local public agencies, e.g., the Corps of Engineers, Idaho State Parks and Recreation, and Idaho Fish and Game, with trail maintenance services while teaching JCC Lewiston residents life skills and accountability and providing a valuable service to the general public that utilizes the trails. The TMTP enlists the residents of JCC Lewiston as a resource to provide labor and tools to complete trail maintenance projects.

2. Crew. The Crew will consist of Level 3 and 4 JCC Lewiston juvenile residents who have demonstrated progress while at the JCC Lewiston and are a lower risk to the community. The Crew shall not consist of:

- i. Any person residing at the JCC Lewiston on a “Blended Sentence,” as defined under Idaho state juvenile corrections standards;
- ii. Any person residing at the JCC Lewiston for acts which would constitute a sex crime under Idaho State law; or
- iii. Any person residing at the JCC Lewiston for acts which would constitute a violent crime, crime against a person, or crime involving a weapon, under Idaho State law.

3. Staff Supervision/Ratio: All residents who attend the TMTP will be closely supervised by JCC Lewiston staff. The ratio is based on the numbers of residents who attend. The standard ratio is one staff member per six (6) residents plus one (1) staff member. A minimum of two (2) staff members will supervise residents even if the number of residents falls below six (6) participants.

b. Description of Work Area. The Crew will work along the Big Eddy Trail, which runs between the Big Eddy Marina area and Freeman Creek adjacent to Dworshak Reservoir. These are Corps managed lands. The trail is approximately ten (10) miles long.

c. Term. This agreement shall become effective on the date it is signed by the Government and shall terminate automatically on December 31, 2014. Beginning in January 2015, this agreement may be extended in one-year (1-year) increments by mutual written consent of the parties by January of each extension year.

d. Other Agreements. This agreement in no way restricts the Government from participating in similar activities or arrangements with, or accepting contributions from, other public or private agencies, organizations, and individuals.



e. Donated Property. 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. Government Obligations:

1. The Government will provide access to the work area and information about the work area to the Partner, as needed.

2. The Government will provide materials for improvement projects (e.g., benches, bridges, etc.) and logistical support to deliver those materials, if needed. All Government-provided materials or support must be specifically agreed upon in writing by both parties prior to commencement of any improvement project. No monetary commitment or compensation will be provided by the Government to the Partner.

### b. Partner Obligations:

1. The JCC Lewiston Crew and staff will hike the Big Eddy Trail as early in the spring season as practical to assess and document trail conditions. Items of special concern include obstructions such as: downfalls and slides; erosion; washouts; and conditions of features such as signs, mile markers, bridges, crossings, or benches.

2. The JCC Lewiston Crew and staff will make subsequent trips to Big Eddy Trail to provide routine maintenance and improve trail conditions.

i. Routine maintenance may include, but is not limited to, the following tasks:

- Removal of brush or encroaching vegetation;
- Repair of trail surface, including washouts or erosion;
- Removal of obstacles;
- Repair or replacement of signs and mile markers; and,
- Repair to bridges, crossings, benches or other manmade features.

ii. Trail improvements may include, but are not limited to, the following tasks:

- Installation of improved signage or trail markers;
- Installation of waterbars;
- Installation of new crossings or bridges; and,
- Installation of benches.

3. The JCC Lewiston Crew and staff will follow the JCC Lewiston, Dworshak Outdoor Training Project, incorporated herein by reference and attached as Exhibit A.



4. Partner shall provide all food, transportation, necessary labor, hand tools, supplies, and personal protective equipment necessary for the Crew to perform the listed services, except as provided in Article II.a. above.

5. Partner employees shall provide full supervision of the Crew in accordance with Article I.a.3 above. Prior to beginning each day's work, Partner supervisors shall complete a Risk Management Plan (Exhibit B) and comply with any steps identified to reduce work hazards/risks.

### ARTICLE III – DISPUTE RESOLUTION

In the event of a breach of this agreement, the non-breaching party must first notify the other party in writing of the nature of the purported breach and allow a reasonable time for that party to cure the breach, prior to terminating the agreement in accordance with Article VIII below.

### ARTICLE IV – FEDERAL AND STATE LAWS

In exercise of their respective rights and obligations under this agreement, the Government and the Partner agree to comply with all applicable Federal and Idaho State laws, rules, and regulations.

### ARTICLE V – RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this agreement, the Government and the Partner each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other.

### ARTICLE VI – OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress, Partner employee, or other individual covered by Idaho's laws, shall be admitted to any share or part of this agreement, or to any benefit that may arise from it.

### ARTICLE VII – INDEMNIFICATION

The Partner shall hold and save the Government free from all damages arising from services it performs or provides under this agreement, except for damages due to the fault or negligence of the Government or its contractors. Nothing in this provision shall extend the liability of Partner beyond the liability provided in the Idaho Tort Claims Act, Idaho Code § 6-901, et seq.

### ARTICLE VIII – TERMINATION OR SUSPENSION

a. The Government may terminate this agreement at any time by giving the Partner written notice of such termination and shall terminate the agreement if the Partner fails to fulfill its obligations under this agreement. The Partner may terminate this agreement at any time by giving the Government written notice of such termination.



b. 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 IX – 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 mailed either by first-class, registered, or certified mail, as follows:

If to the Partner:

JCC LEWISTON PRIMARY CONTACT

Terry Lewis  
Unit Manager  
JCC Lewiston  
140 Southport Ave.  
Lewiston, ID 83501  
208-799-5086 ext. 102  
[terry.lewis@idjc.idaho.gov](mailto:terry.lewis@idjc.idaho.gov)

Director Sharon L. Harrigfeld  
Idaho Department of Juvenile Corrections  
954 West Jefferson  
Boise, ID 83720  
208-334-5100  
[sharon.harrigfeld@idjc.idaho.gov](mailto:sharon.harrigfeld@idjc.idaho.gov)

If to the Government:

CORPS PRIMARY CONTACT

Rich Mucci  
Park Ranger  
U.S. Army Corps of Engineers  
P.O. Box 48  
Ahsahka, ID 83520  
208-476-1263  
[richard.j.mucci@usace.army.mil](mailto:richard.j.mucci@usace.army.mil)



CORPS ALTERNATE CONTACT

Deb Norton  
Lead Ranger  
U.S. Army Corps of Engineers  
P.O. Box 48  
Ahsahka, ID 83520  
208-476-1256  
[deborah.a.norton@usace.army.mil](mailto:deborah.a.norton@usace.army.mil)

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.

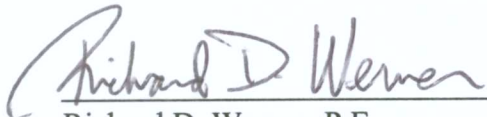
c. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at the earlier of such time as it is actually received or seven (7) calendar days after it is mailed.

ARTICLE X – CONFIDENTIALITY

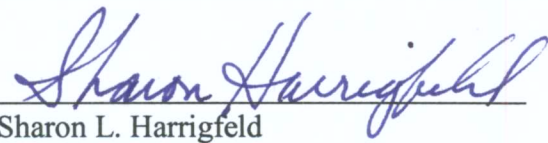
To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, which shall become effective upon the date it is signed by the District Commander, Walla Walla District. The Government also understands that no photographs are to be taken of the juvenile participants, nor any information about them shared with anyone without permission of Partner.

US ARMY CORPS OF ENGINEERS

  
Richard D. Werner, P.E.  
Chief  
Operations Division

IDAHO DEPARTMENT OF JUVENILE CORRECTIONS

  
Sharon L. Harrigfeld  
Director  
State of Idaho Department of Juvenile Corrections

DATE: 25 May 2010

DATE: June 7, 2010