

CHALLENGE PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
THE SONOMA COUNTY WATER AGENCY
FOR
PRODUCTION OF AN INTERPRETIVE FILM EXPLAINING
THE ROLE OF THE ARMY AND THE SONOMA COUNTY WATER AGENCY
IN THE SPECIES RECOVERY OF THE ENDANGERED COHO SALMON.

THIS AGREEMENT, entered into this 26 day of August, 2011, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander, U.S. Army Engineer District San Francisco, and the Sonoma County Water Agency (hereinafter the "Partner"), represented by the General Manager.

WITNESSETH, THAT:

WHEREAS, the Government manages lands and waters at Lake Sonoma which include recreational and interpretive opportunities for the public, and

WHEREAS, the creation of an interpretive film showing life history and efforts by Federal, State, and Local agencies to preserve endangered Coho Salmon at Lake Sonoma will increase interpretive opportunities at Lake Sonoma, and

WHEREAS the Partner is interested in promoting and assisting the Government in creating and providing this interpretive film, and

WHEREAS, it is mutually beneficial to the Government and the Partner to jointly fund the creation of this film thru a professional studio to make this interpretive film available to the public at Lake Sonoma, to better inform the public about the status of Coho Salmon and the efforts being undertaken by Government and Partner to ensure the survival of the species, and

WHEREAS, the Partner, in order to assist the Government in this project has voluntarily agreed to pay 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 Partner and apply those contributions to the Project, and

WHEREAS, the Government and the Partner 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 Partner agree as follows:

ARTICLE I - DEFINITIONS AND GENERAL PROVISIONS

For purposes of this agreement:

a. The term "Project" shall mean the professional production of an interpretive film of approximately 8-15 minutes in length that accurately describes efforts being made by the Sonoma County Water Agency, the U.S. Army Corps of Engineers, and other agencies in preserving the endangered Coho Salmon within the Russian River watershed.

b. The term "total project costs" shall mean all costs incurred by the Government and the Partner directly related to production of this interpretive film.

c. This agreement in no way restricts the Government or Partner 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, but Partner shall have a perpetual license to copy, show, and use the interpretive film created as a result of this Agreement.

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 Government and the Partner, shall expeditiously produce 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 \$30,000.00 in handshake grant funding and in-kind services for the production of the Project.

c. The Partner shall provide in-kind services and additional funds, not to exceed \$20,000.00, to complete the production of the Project.

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. If total project costs are less than \$50,000.00, the obligations of Government and Partner under b. and c. above shall each be reduced by one-half times the difference between the total project costs and \$50,000.00.

e. No Federal funds may be used to meet the Partner's total project costs under this Agreement.

ARTICLE III - METHOD OF PAYMENT

a. The Government shall maintain current records of contributions provided by the Partner and a current projection of total project costs. At least quarterly, the Government shall provide the Partner with a report setting forth all contributions provided to date and the current projection of total project costs, of the components of total project costs, of each party's share of total project costs, and of the Partner's contribution required in accordance with Article II.c. of this Agreement. On the effective date of this Agreement, total project costs are projected to be \$50,000, and the Partner's contribution required under Article II.c. of this Agreement is projected to be \$20,000. Such amounts are estimates subject to adjustment as described above, but in no event shall the obligations of Government or Partner exceed the amounts set forth in Article II except as expressly agreed by Government and Partner in writing.

b. The Partner shall provide the contribution required under Article II.c. of this Agreement in accordance with the following provisions: Not less than 30 calendar days prior to issuance of the solicitation for the first production contract, the Government shall notify the Partner of the funds required from the Partner to meet its projected contribution, including its proportionate share of the Government's financial obligations incurred prior to the commencement of the period of production. Prior to the issuance of the solicitation, the Partner shall provide the Government with the full amount of the required funds by delivering a check payable to "FAO, USAED, San Francisco District" to the District Engineer. The Government shall draw from the funds provided by the Partner such sums as the Government deems necessary to cover: (a) the Partner's proportionate share of the Government's financial obligations incurred prior to the commencement of the period of production; and (b) the Partner's proportionate share of the Government's contractual and in-house financial obligations as they are incurred during the period of production.

c. Upon completion of the Project and resolution of all relevant claims and appeals, the Government shall conduct a final accounting and furnish the Partner 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.

1. In the event the final accounting shows that the total contribution provided by the Partner is less than its required share of total project costs, the Partner shall, no later than 90 calendar days after receipt of written notice, make a payment to the Government of whatever sum is required to meet the Partner's required share of total project costs.

2. In the event the final accounting shows that the total contribution provided by the Partner exceeds its required share of total project costs, the Government shall, subject to the availability of funds, refund the excess to the Partner no later than 90 calendar days after the final accounting is complete. In the event existing funds are not available to refund the excess to the Partner, the Government shall seek such appropriations as are necessary to make the refund.

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 Partner 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 Partner 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 Partner shall hold and save the Government free from all damages arising from services it performs or provides for the production and presentation of the Project, except for damages due to the fault or negligence of the Government or its contractors.

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.

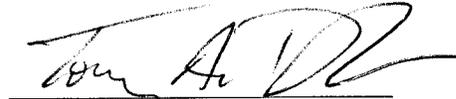
c. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at the earlier of such time as it is actually received or seven calendar days after it is mailed.

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 San Francisco District Commander.

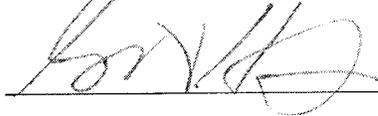
Department of the Army



BY: Torley A. DiCiro
Lieutenant Colonel, U.S. Army
District Commander

DATE: 8-26-2011

Sonoma County Water Agency



BY: Grant Davis
General Manager

DATE: 8-25-11

Challenge Partnership Financial Work Sheet

Corps Project Name: Lake Sonoma, Warm Springs Dam

Work Project Title: Coho Recovery Interpretive Video

POC Name: Joel Miller

Address: 3333 Skaggs Springs Rd

City: Geyserville

State: CA Zip Code: 95441

Telephone: (707) 431-4554

Location on Project: Lake Sonoma Visitor Center

Partner Organization 1: Sonoma County Water Agency

POC Name: Ann DuBay

Address: 404 Aviation Blvd

City: Santa Rosa

State: CA Zip Code: 95403

Telephone: (707) 524-8378

Proposed start date of work: December 1, 2011

Simple description of work to be accomplished through the partnership: Film production

Materials and Supplies	\$0	\$0	\$0	\$0
Equipment Use	\$0	\$0	\$0	\$0
Funds Contributed	N/A	N/A	\$0	\$0
Personal Property	N/A	N/A	\$0	\$0
Volunteer Hrs - Value	N/A	N/A	\$0	\$0
Volunteer Services	N/A	N/A	\$0	\$0
Other (explain in text)		\$20,000	\$30,000	\$50,000
Total	\$0	\$20,000	\$30,000	\$50,000
Share of Total Cost	0.0%	40.0%	60.0%	100%