

CENWP STAFFING SHEET

RTAO: CENWP-OD-SR

DATE: 11 January 12

SUBJECT: Rogue Project Challenge Partnership Agreement in Connection with Handshake Award

DESIRED ACTION: Review, approval, and signature sought from Office of Counsel

RETURN TO: CENWP-OD-SR or call Scott Moore at ext. 4306 for pick-up

MFR:

REMARKS:

Author's Name/typist initials/author's phone number

In December 2011 the Rogue Project Natural Resource Management staff applied and was awarded HQ provided Handshake funds for a McGregor Nature Trail signing project in the amount of \$3,000.

The award requires a Challenge Partnership Agreement be developed between the partners and in this case there are two, Eagle Point High School and the Upper Rogue Watershed Association.

In this routing package is a completed Challenge Partnership Agreement that has been reviewed by Corps NRM staffs at the District and Project levels plus by the two partners and we are all in concurrence. In addition are some reference material included for further information as needed

At this time we are requesting legal review by Office of Counsel.

Due to regulations permitting various level managers to sign these agreements according to total amount identified in agreement and subsequently delegated by the Commander, the total amount for this agreement falls to the Operations Project Manager, Jim Buck, for signature.

Should you have questions or need clarification please contact Scott Moore at 4306.

Thank You!

Non-Concur	<u>Concur</u>		Office of Counsel
			LATCU
			CENWP-OC
Non-Concur	<u>Concur</u>	NRM	WILLIAMS
			CENWP-OD-SR
Non-Concur	<u>Concur</u>	NRM	MOORE
			CENWP-OD-SR

CHALLENGE PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
EAGLE POINT HIGHSCHOOL
AND
UPPER ROGUE WATERSHED ASSOCIATION

THIS AGREEMENT, entered into this day of January 18st 2012, by and between the U.S. Army Corps of Engineers (hereinafter the "Government"), represented by the District Commander, U.S. Army Engineer District Portland, and Eagle Point High School (hereinafter the "Partner 1") and the Upper Rogue Watershed Association (hereinafter the "Partner 2").

WITNESSETH, THAT:

WHEREAS, the Government manages lands and waters at Lost Creek Lake which includes recreational and educational opportunities for the public, and

WHEREAS, the addition of directional and interpretive signage at McGregor Park, Lost Creek Lake will increase the recreational and educational opportunities for the public, and

WHEREAS, the Partner 1 and Partner 2 are interested in promoting and assisting the Government in the creation and placement of interpretive signage along the McGregor Park trail system, and

WHEREAS, it is mutually beneficial to the Government and Partner 1 and Partner 2 to work cooperatively to improve this trail system for the public, and

WHEREAS, the Partner 1 and Partner 2, in order to assist the Government in this project has voluntarily agreed to contribute to the cost through volunteer labor and free use of equipment, 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 Partner 1 and Partner 2 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 Partner 1 and Partner 2 agree as follows:

ARTICLE I - DEFINITIONS AND GENERAL PROVISIONS

For purposes of this agreement:

a. The term "Project" shall mean the creation and installation of interpretive signage leading to the expansion of interpretive and visitor facilities at the U.S. Army Corps of Engineers McGregor Park, Lost Creek Lake, Trail, Oregon.

b. The term "total project costs" shall mean all costs incurred by the Government and the Partner 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 volunteer services provided by Partner 1 and Partner 2, 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 all materials needed to create the interpretive signage including lumber, concrete, hardware, saw blades and bits and will identify sign location and placement, conduct sign planning to ensure Government sign standards are met with high grade material and install sign posts

c. Partner 1 shall via their wood shop would provide the equipment, facility, and student labor to build the directional signs and construct the support structures needed for their placement. The cost of wood shop operations would be an in-kind contribution.

d. Partner 2 will contribute 50 hours or more cumulative volunteer hours to install the directional signage while coordinating with Government staff to delineate proper placement and installation.

e. 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.

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

g. Actual construction of the facility is scheduled to begin on or about February 1, 2012 with project completion by December 31, 2013

ARTICLE III - 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 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 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 V - 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 VI - 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 VII - INDEMNIFICATION

The Partner 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 VIII - TERMINATION OR SUSPENSION

a. If at any time the Partner 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 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 Partner, and 60 days thereafter any party may elect without penalty to terminate this Agreement or to suspend future performance under this Agreement pursuant to this paragraph, such suspension shall remain in effect until such time as the Government or the Partner elect 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.

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 Partner 1: Eagle Point High School
Attn: Kenneth Welburn
201 N Platt St.
Eagle Point, OR 97524

If to the Partner 2: Upper Rogue Watershed Association
Attn: Pete Mazzini
PO Box 1128
Shady Cove, OR 97539

If to the Government: Lost Creek Lake Project Office
U.S. Army Corps of Engineers, Portland District
Attn: Justin Stegall
100 Cole M. Rivers Drive
Trail, OR 97541

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 Commander of the Portland District.
The Department of the Army

BY: Jim Buck
Jim Buck
Lost Creek Lake USACE
Project Manager

BY: Kenneth M Welburn
Kenneth Welburn
Eagle Point High School
CTE Instructor

DATE: 2/21/12

DATE: 2/22/2012

BY: Pete Mazzini
Pete Mazzini
Upper Rogue Watershed Association
Coordinator

DATE: 3/6/2012

Challenge Partnership Financial Work Sheet

Corps Project Name: Lost Creek Lake
 Work Project Title: McGregor Park Trail Signage
 POC Name: Justin Stegall
 Address: 100 Cole M. Rivers Dr City: Trail State: OR Zip Code 97541
 Telephone: 541-878-2255
 Location on Project: McGregor Park

Partner 1 Organization: Eagle Point High School
 POC Name: Ken Wellburn
 Address: 201 N Platt St City: Eagle Point State: OR Zip Code: 97524
 Telephone: 541-840-8935

Partner 2 Organization: Upper Rogue Watershed Association
 POC Name: Pete Mazzini
 Address: PO Box 1128 City: Shady Cove State: OR Zip Code: 97539
 Telephone: 541-210-0670

Proposed start date of work: Jan 1, 2012

Description of work: The trail signing endeavor would entail erecting a directional and interpretive discovery system that will guide visitors to points of interest including the location of playgrounds, interpretive exhibits, scenic overlooks, restrooms, parking areas and how to find the route back to the entry point. The interpretive discovery system will consist of interpretive panels (planned and existing), proposed directional signage and proposed numbered points of interest posts along the trail (numbered posts at select points of interest will be facilitated by an existing interpretive McGregor Park Map panel posted near the visitor center).

	Corps	Handshake Funds	SCA	Partner 1	Partner 2	Total
Salaries	\$1,350	N/A	\$0	\$1,153	\$0	\$2,503
Travel	\$0	N/A	\$0	\$20	\$50	\$70
Materials and Supplies	\$150	\$3,000	N/A	\$0	\$0	\$3,150
Equipment Use	\$600	\$0	N/A	\$250	\$0	\$850
Funds Contributed	N/A	N/A	N/A	\$0	\$0	\$0
Personal Property	N/A	N/A	N/A	\$0	\$0	\$0
Volunteer Services	N/A	N/A	\$0	\$1,760	\$660	\$2,420
SCA Intern/Crew	\$0	\$0	N/A	\$0	\$0	\$0
Other (explain in text)	\$0	\$0	N/A	\$0	\$0	\$0
Total	\$2,100	\$3,000	N/A	\$3,183	\$710	\$8,993
Share of Total Cost	23.4%	33.4%	\$0	35.4%	7.9%	100%

C. MCGREGOR PARK & VISITOR CENTER MANAGEMENT UNIT

1. Unit Description

a. Location: Approximately one-half mile downstream of Jess Dam, the park area lies between Takelma Drive and the Rogue River.

b. Size: 16.8 acres.

c. Topography: The park area is on the old river floodplain, adjacent the northwest bank of the Rogue River. The area is generally flat, dissected by several small perennial streams providing a riparian character in the undeveloped portions to the unit.

d. Vegetation: Large sections of the Unit contain mature native riverine and wetlands vegetation. Old growth cottonwoods, white ash, Ponderosa pine, white fir, big-leaf maple and oaks flourish in the river-bottom soils. The understory is densely populated with native shrubs and groundcover. Ornamental vegetation and turf grass exists where planted for landscaping around the nature center, parking lots and open play areas. In addition at least two non-indigenous plant pest species are growing wild in scattered pockets throughout the unit: Boston/English ivy and poison hemlock, species probably introduced to the homesteads prior to project construction.

e. Present use and development: Commencing July 1995, the Corps of Engineers, Rogue River Basin Project, entered a cooperative agreement with the Upper Rogue Parks and Recreation Association (URPRA), in partnership with other federal, state and local organizations, to provide a quality interpretive and educational center at McGregor Park. After seven years of visitor center operation by URPRA the partnership collapsed and the Corps recovered operation of the visitor center. It is now managed under a coop agreement with the BLM. (See Section 7, page 9 for further detail)

2. Land Use Classification - RECREATION

3.a Management Responsibility

US Army Corps of Engineers, Rogue River Basin Project in Partnership with the Medford District, BLM.

3.b Management Instruments

Memorandum of Understanding for the Management of McGregor Park Visitor Center, 2003, between the COE and BLM.

Reservation in Deed, Contract Number DACW-57-2-68-09004 to H. Kindschi for right-of-way access road in Tract 122-1.

4. Management Unit Objectives

a) MONITOR, SUPPORT AND ASSIST BLM ACTIONS TO OPERATE AND UPGRADE VISITOR CENTER DISPLAYS, PROGRAMS AND OPERATION.

b) Oversee coop agreements requirements as stipulated.

5. Special Concerns

Increased use of McGregor Park by large groups of summer weekend visitors that are overtaking park resources.

Long-term fix for potable water resources required for visitor center and waterborne restroom operation.

6. Routine Operations and Maintenance

Reference supporting documents for routine O&M responsibilities.

7. Unit Management Prescriptions

a. Site Specific Prescriptions

Maintain park in present state (2011) of operation.

Work with BLM to market and increase visitor center visitation and programming.

Increase visitor demographic through outreach

Reduce electrical consumption

Monitor trail system for and treat invasive noxious weed species

Design and construct a self guided nature walk using the existing trail system. Walk should include brochure, directional signage, interpretive panels, and leading map near visitor center.

b. Development

Reference RRBP Interpretive Prospectus 2003.

Develop a 5yr management plan for Visitor Center including budget, actions if loss of BLM agreement, integrating volunteers into staffing for extended hours of operation.

Use partnerships and alternative funding sources to facilitate development of an interactive self guided nature walk including interpretive panels, a park map, walk brochure, and directional signage.

c. Monitoring and Evaluation

Monitor area and visitor center for coop agreement effectiveness. Implement and monitor project interpretive prospectus' recommendations for McGregor Park and Visitor Center.

Maintain traffic counters and accurately record visitation data