

**CHALLENGE PARTNERSHIP AGREEMENT  
HANDSHAKE AWARD  
FORT PECK PROJECT OFFICE**

1. **PROBLEM/ISSUE/OBJECTIVE:** The Fort Peck Project Office wishes to enter into a Challenge Partnership Agreement with the Montana Department of Agriculture and the Valley County Weed District to construct and operate an Aquatic Invasive Species Inspection and Education Station.
2. **BACKGROUND (HISTORY):** The Project Office competed for, and was awarded \$30K through Headquarters' Handshake Award program, a part of the Challenge Partnership program authorized by ER 1130-2-500. The program rewards projects that engage in partnership opportunities by providing "seed money" to help meet the Corps' portion of a partnership agreement. A signed Challenge Partnership Agreement is required before funds can be released.
3. **DISCUSSION:** Aquatic Invasive Species pose a significant threat to recreation activities, hydropower facilities, and ecosystem stewardship objectives within our district. The inspection and decontamination of recreational watercraft, the primary vector by which many of these species are spread, will help protect the resources we steward from the impacts of invasive species. By partnering with stakeholders who have a vested interest in protecting the lands and waters at Fort Peck, we not only increase the leverage of our limited funding, we also foster and promote positive relationships with our state and local agency counterparts.
4. **RECOMMENDATIONS:** Sign the attached Challenge Partnership Agreement.
5. **OUTSTANDING ISSUES:** N/A
6. **POLITICAL INTEREST OR POTENTIAL FALLOUT:** N/A
7. **ACTION OFFICER/OFFICE SYMBOL/PHONE NO./DATE:**  
Mr. Jonas Grundman, CENWO-OD-TN, 402-995-2195, April 8, 2013.

 Grundman/mah/CENWO-OD-TN/2195  
 Wiehl/CENWO-OD-TN  
 Janis/CENWO-OD-T  
 Schenk/CENWO-OD  
 Head/CENWO-OC  
 O'Hara/CENWO-XA  
 Streckfuss/CENWO-DP  
 Martinez/CENWO-DD  
 Cross/CENWO-DE

**CHALLENGE PARTNERSHIP AGREEMENT  
BETWEEN  
THE DEPARTMENT OF THE ARMY  
AND  
MONTANA DEPARTMENT OF AGRICULTURE  
AND  
VALLEY COUNTY WEED CONTROL DISTRICT**

**CENWO-CP-13-0001**

THIS AGREEMENT, entered into this day of March 13, 2013, by and between the Department of the Army (hereinafter the "Government") represented by the District Commander, U.S. Army Engineers, Omaha District; and the Valley County Weed Control District and Montana Department of Agriculture District, (hereinafter the "Partners").

WITNESSETH, THAT:

WHEREAS, the Government manages lands and waters at Fort Peck Lake and Dam Project which includes recreational and educational opportunities for the public, and

WHEREAS, the development of an Aquatic Invasive Species Prevention and Inspection Station (AIS Station) will help protect the recreational, stewardship, and operational purposes of the project from the negative impacts associated with the introduction of Aquatic Invasive Species (AIS), and

WHEREAS, the Government owns and maintains the currently unused Fort Peck Information Station at full federal cost and wishes to repurpose it for use as an AIS Station, and

WHEREAS the Partners are interested in preventing the spread of Aquatic Invasive Species (AIS) and educating the public about AIS, and

WHEREAS, it is mutually beneficial to the Government and the Partners to work cooperatively to prevent the spread and introduction of AIS into water bodies of the State of Montana as well as other water bodies nationwide, and

WHEREAS, the Partners, in order to assist the Government in this project agree to provide labor for trained inspectors who will perform inspections on boats and trailers entering and leaving the lake from April through September annually, and agree to contribute to the upkeep and cleaning of the facility, as well as labor to install AIS signage at recreation facilities, 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, challenge cost-sharing and contribution of in-kind services 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 the upgrade and maintenance of the Fort Peck Information Station to be used as an AIS Station and the purchase and installation of AIS education signs at Fort Peck Project's recreation facilities.

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 volunteer services 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. The Government's liability under this agreement may not exceed appropriations available for such payment and nothing contained in this agreement may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies.

b. The Government shall provide; utilizing funding from the Corps Handshake Program, all materials needed to upgrade the information station including lumber, concrete, hardware, saw blades, and etc. The Fort Peck Project will provide the labor necessary to upgrade the information station and agrees to pay utility bills for the facility.

c. The Partners shall provide all labor for trained personnel to perform inspections on boats and trailers from April to September annually, portable decontamination equipment, routine cleaning services for the facility, and in-kind services to install AIS education signs at recreation facilities.

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 - 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 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 V - 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 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 – HOLD AND SAVE

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 VIII - TERMINATION OR SUSPENSION

a. If at any time the Partners fail 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 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 Partners 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 Partners:      Valley County Weed Control District  
501 Court Square, Box 13  
Glasgow, MT 59230

Montana Department of Agriculture  
C/O Dave Burch  
303 N. Roberts  
Helena, MT 59620

If to the Government: Fort Peck Project Office  
U.S. Army Corps of Engineers, Omaha District  
PO BOX 208  
Fort Peck, MT 59223

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, U.S. Army Corps of Engineers, Omaha District.

**The Department of the Army**

By: 

Date: 4/15/13

Joel R. Cross  
Colonel, Corps of Engineers  
District Commander

**Montana Department of Agriculture**

By: 

Date: 3/29/13

Dave Burch  
State Weed Coordinator  
Montana Department of Agriculture

**Valley County Weed District**

By: 

Date: 3/15/13

Rick Stellflug  
Weed District Coordinator  
Valley County Weed Control District

## Challenge Partnership Financial Work Sheet

Corps Project Name: Fort Peck Project

Work Project Title: Fort Peck Lake Aquatic Invasive Species Prevention and Education Program

POC Name: Patricia Gilbert

Address: PO BOX 208 City: Fort Peck State: MT Zip Code 59223

Telephone: 406-526-3411 ext. 4278

Location on Project: Fort Peck Information Station, Fort Peck, Montana

---

Partner Organization 1: Valley County Weed District

POC Name: Rick Stellflug

Address: 501 Court Square, Box 13 City: Glasgow State: MT Zip Code: 59230

Telephone: 406-228-6237

---

Partner Organization 2: Montana Department of Agriculture

POC Name: Dave Burch

Address: 303 N. Roberts City: Helena State: MT Zip Code: 59620

Proposed start date of work: October-2012

Simple description of work to be accomplished through the partnership:

	Local Corps Office	Handshake Funds	Partner 1	Partner 2	Partner 3	Total
Salaries	\$1,000	N/A	\$1,500	\$29,840	\$0	\$32,340
Travel	N/A	N/A	N/A	N/A	N/A	#VALUE
Materials and Supplies	\$500	\$30,000	\$1,500	\$0	\$0	\$32,000
Equipment Use	\$0	\$0	\$10,000	\$0	\$0	\$10,000
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	\$1,500	\$0	\$0	\$1,500
Other (explain below)	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total</b>	<b>\$1,500</b>	<b>\$30,000</b>	<b>\$14,500</b>	<b>\$29,840</b>	<b>\$0</b>	<b>\$75,840</b>
<b>Share of Total Cost</b>	2.0%	39.6%	19.1%	39.3%	0.0%	100%