

CHALLENGE PARTNERSHIP AGREEMENT  
BETWEEN  
THE DEPARTMENT OF THE ARMY  
AND  
AL KENNEDY ALTERNATIVE HIGH SCHOOL  
AND  
CITY OF COTTAGE GROVE  
AND  
COAST FORK WILLAMETTE WATERSHED COUNCIL  
AND  
COTTAGE GROVE COALITION FOR BICYCLE SAFETY

THIS AGREEMENT, by and between the Department of the Army represented by the Commander of the Portland District, US Army Corps of Engineer (hereinafter referred to as the "Government"), Al Kennedy Alternative High School, the City Of Cottage Grove, Coast Fork Willamette Watershed Council, and the Cottage Grove Coalition For Bike Safety (hereinafter referred to as the "Partners") is entered into for the purposes of restoring upland prairie habitat and enhancing the quality of recreation experiences along the Row River Trail (a designated a National Recreation Trail and an Oregon Scenic Bikeway).

WITNESSETH, THAT:

WHEREAS, the Government manages lands and waters at the Willamette Valley Project located at Dorena Lake to include meeting environmental stewardship objectives as well as providing recreational and educational opportunities for the public, and

WHEREAS, the Partners are focused on restoration of Willamette Valley upland prairie remnants near the Row River Trail (hereinafter referred to as the "Trail") as well as the design and installation of interpretive and safety signs along the Trail, and

WHEREAS, the Partners actively support enhancement of local recreation opportunities, restoration of valuable habitats, and expansion of interpretive resources along the Trail, and

WHEREAS, it is mutually beneficial to the Government and Partners to work cooperatively in accomplishing restoration of degraded prairie and associated native wildflower communities and the creation of a series of interpretive signs. In addition, the Partners share common interests in promoting recreation qualities and improving safety for users of the Trail, and

WHEREAS, the Partners, in order to assist the Government in this project have agreed to contribute to planning and implementation of the project with staff time, in-kind support, volunteer hours, equipment, and cash contributions, 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 challenge cost sharing 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 purpose of this agreement:

a. The term "Project" shall refer to the following activities: 1) Restoration of approximately 13 acres of upland prairie habitat, 2) Enhancement of wildflower diversity within view of the trail, 3) Removal of invasive plants within project areas, 4) Graphic design and fabrication of interpretive signs and 5) Demonstration and hands-on opportunities for high school students and community members to learn plant propagation and restoration methods.

b. The phrase "total Project costs" refers to all costs incurred by the Government and the Partners that are directly related to implementation 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 on Government land 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 and using volunteer services and other contributions provided by the Partners shall expeditiously execute this Project applying 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 funded by the Willamette Valley Project (whether performed under contract or by the Government personnel) shall be exclusively within the control of the Government.

b. The Corps shall:

1. Provide oversight and coordination among Partners throughout the scope of the project.
2. Participate in development of interpretive sign design and content.

3. Coordinate contract administration for graphic design and fabrication of interpretive signs.

4. Produce a large-format map for use at trailheads and outreach events.

5. Coordinate prairie restoration activities at Bake Stewart Park and East Wildlife Area.

6. Provide and coordinate guidance and technical resources for greenhouse plant propagation by students of Al Kennedy Alternative High School.

7. Provide plant propagation materials including trays/containers, soil, fertilizer, and seed for the Al Kennedy Alternative High School propagation of native plants for restoration activities.

c. The City of Cottage Grove shall:

1. Provide staff to participate in development of interpretive sign design and content.

2. Contribute a minimum of \$2,500 to the Government to be applied to costs of graphic design.

3. Provide appropriate staff during on-the-ground activities to be trained in restoration site preparation and planting practices.

d. The Coast Fork Willamette Watershed Council shall:

1. Provide staff to participate in development of interpretive sign design and watershed health content.

2. Provide volunteers to assist with treatment of invasive species and restoration planting.

e. The Al Kennedy Alternative High School shall:

1. Provide greenhouse space and necessary equipment for propagation of restoration materials according to the specifications provided by the Corps.

2. Provide and oversee students to propagate restoration plant materials and participate in removal of invasive plants and restoration planting.

f. The Coalition for Bike Safety will provide a minimum of 100 volunteer hours to assist with bicycle safety awareness interpretive content, and removal of invasive vegetation along the Trail.

g. 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 Partners and a current projection of total project costs. On the effect date of this Agreement, total project costs are projected to be \$79,000, and the Partners' contributions under Article II.c-f are projected to total \$30,500, as described in the attached worksheet. Such amounts are estimates subject to adjustment and are not to be construed as the total financial responsibilities of the Government and the Partners.

b. Upon completion of the Project and resolution of any relevant claims and/or appeals, the Government shall conduct a final accounting and furnish the Partners 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.

### ARTICLE IV - DISPUTE RESOLUTION

A dispute by any Partner identified in this agreement will first seek resolution 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 all parties. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

### ARTICLE V - FEDERAL AND STATE LAWS

In the 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 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 none is to be considered the officer, agent, or employee of another.

b. In the exercise of its rights and obligations under this Agreement, no party shall provide, without the consent of other parties, any contractor with a release that waives or purports to waive any rights other parties may have to seek relief or redress against such contractor either pursuant to any cause of action that such other parties 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 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 IX - TERMINATION OR SUSPENSION

a. If the Partners are unable to fulfill provisions outlined in this agreement they will notify the Government representative assigned to this project 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.

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 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:

City of Cottage Grove  
Amanda Ferguson, City Planner  
400 E. Main Street  
Cottage Grove, OR 97424

Telephone: 541 - 942 - 5501

Coast Fork Willamette Watershed Council  
Pam Reber, Council Coordinator  
28 S. Sixth Street, Suite A  
Cottage Grove, OR 97424

Telephone: 541 - 767 - 9717

Al Kennedy Alternative High School  
Mike Ingman, Principal  
1310 South 8th Street  
Cottage Grove, OR 97424

Telephone: 541 - 942 - 1962

Cottage Grove Coalition for  
Bicycling Safety  
c/o Don Strahan, Volunteer  
1498 E. Main Street, STE 103  
Cottage Grove, OR 97424

Telephone: 541 - 913 - 4470

If to the Government:

US Army Corps of Engineers  
Willamette Valley Project  
Attn: Wes Messinger, Botanist  
26275 Clear Lake Rd  
Junction City, OR 97448

Telephone: 541 - 688 - 8147

b. A party may change the address to which such communications are to be directed by giving written notice to the other parties 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 addressees at the earlier of such time as it is actually received or seven calendar days after it is mailed.

ARTICLE XI - CONFIDENTIALITY

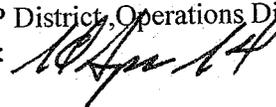
To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by all participating Partners.

**Department of the Army, Corps of Engineers City of Cottage Grove**

By: 

DWANE E. WATSEK, Chief  
NWP District, Operations Division

Date: 

By: \_\_\_\_\_

HOWARD SCHESSER  
Community Development Director  
City of Cottage Grove

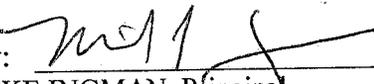
Date:

**Coast Fork Willamette Watershed Council Al Kennedy Alternative High School**

By: \_\_\_\_\_

PAMELA REBER, Executive Director  
Coast Fork Willamette Watershed Council

Date:

By: 

MIKE INGMAN, Principal  
Al Kennedy Alternative High School

Date:

**Cottage Grove Coalition for Bicycle Safety  
(Volunteer Representative)**

By: \_\_\_\_\_

DON STRAHAN, Volunteer  
Cottage Grove Coalition for Bicycling Safety

Date:

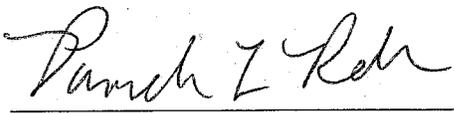
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**Department of the Army, Corps of Engineers City of Cottage Grove**

By: \_\_\_\_\_  
DWANE E. WATSEK, Chief  
NWP District ,Operations Division  
Date:

By: \_\_\_\_\_  
HOWARD SCHESSER  
Community Development Director  
City of Cottage Grove  
Date:

**Coast Fork Willamette Watershed Council Al Kennedy Alternative High School**

By:  \_\_\_\_\_  
PAMELA REBER, Executive Director  
Coast Fork Willamette Watershed Council  
Date: 4/14/14

By: \_\_\_\_\_  
MIKE INGMAN, Principal  
Al Kennedy Alternative High School  
Date:

**Cottage Grove Coalition for Bicycle Safety  
(Volunteer Representative)**

By: \_\_\_\_\_  
DON STRAHAN, Volunteer  
Cottage Grove Coalition for Bicycling Safety  
Date:

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By: \_\_\_\_\_  
DWANE E. WATSEK, Chief  
NWP District, Operations Division  
Date:

By: \_\_\_\_\_  
HOWARD SCHESSER  
Community Development Director  
City of Cottage Grove  
Date:

**Coast Fork Willamette Watershed Council Al Kennedy Alternative High School**

By: \_\_\_\_\_  
PAMELA REBER, Executive Director  
Coast Fork Willamette Watershed Council  
Date:

By: \_\_\_\_\_  
MIKE INGMAN, Principal  
Al Kennedy Alternative High School  
Date:

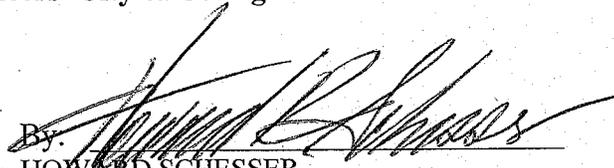
**Cottage Grove Coalition for Bicycle Safety**  
(Volunteer Representative)

By: Don Strahan  
DON STRAHAN, Volunteer  
Cottage Grove Coalition for Bicycling Safety  
Date:

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**Department of the Army, Corps of Engineers City of Cottage Grove**

By: \_\_\_\_\_  
DWANE E. WATSEK, Chief  
NWP District, Operations Division  
Date:

By:   
HOWARD SCHESSER  
Community Development Director  
City of Cottage Grove  
Date: *April 11, 2014*

**Coast Fork Willamette Watershed Council Al Kennedy Alternative High School**

By: \_\_\_\_\_  
PAMELA REBER, Executive Director  
Coast Fork Willamette Watershed Council  
Date:

By: \_\_\_\_\_  
MIKE INGMAN, Principal  
Al Kennedy Alternative High School  
Date:

**Cottage Grove Coalition for Bicycle Safety**  
(Volunteer Representative)

By: \_\_\_\_\_  
DON STRAHAN, Volunteer  
Cottage Grove Coalition for Bicycling Safety  
Date:

### Challenge Partnership Financial Worksheet

	USACE- Willamette Valley Project	Handshake Award Funding	City of Cottage Grove	Coast Fork Watershed Council	Al Kennedy Alternative High School	Cottage Grove Bicycle Safety Coalition
Salaries	20,000	0	7,000	0	0	0
Travel	0	0	0	0	0	0
Materials and Supplies	1,000	13,000	0	0	0	0
Equipment Use	0	0	0	0	500	0
Funds Contributed	0	0	2,500	0	0	0
Personal Property	0	0	0	0	0	0
Volunteer	0	0	0	0	13,000	2,500
In-Kind Services	0	0	0	3,000	0	0
Other (explain below)	0	14,500	0	1,000	1,000	0
Total	21,000	27,500	9,500	4,000	14,500	2,500
Share of Total Cost	27%	35%	12%	5%	18%	3%
<b>TOTAL VALUE</b>	<b>\$79,000</b>					