

CHALLENGE PARTNERSHIP AGREEMENT  
BETWEEN  
THE DEPARTMENT OF THE ARMY  
AND  
BOY SCOUTS OF AMERICA TROOP 355  
AND  
GIRL SCOUTS TROOP 425

THIS AGREEMENT, entered into this 13<sup>th</sup> day of December, 2013, by and between the Department of the Army (hereinafter the "Government"), represented by the Chief of Operations and Readiness Branch, US Army Corps of Engineers, Sacramento District and the Boy Scouts of America Troop 355 and Girl Scouts Troop 425, (hereinafter the "Partners"), both represented by their Troop Leader/Representative.

WITNESSETH, THAT:

WHEREAS, the Government manages the parks, lands and waters at New Hogan Lake and Dam that includes recreational opportunities for the public, and

WHEREAS, the installation of new recycling containers at various recreation areas at New Hogan Lake and Dam will increase park sustainability by reducing the amount of recyclables in the waste stream, and

WHEREAS, the Boy Scouts of America Troop 355 is interested in assisting the Government in installing and maintaining the recycling containers and the Girl Scouts Troop 425 is interested in assisting the Government in maintaining the recycling containers, and

WHEREAS, it is mutually beneficial to the Government and the Partners to work cooperatively to install and maintain recycling containers, and

WHEREAS, the Boy Scouts of America Troop 355, in order to assist the Government in this project, has voluntarily agreed to get material and supplies donated to assist in 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 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 and partnership 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 purposes of this agreement:

a. The term "Project" shall mean the construction of eleven 5.5 x 5.5 x 0.5 feet concrete slabs, the installation and maintenance of eleven recycling containers.

b. The term "total project costs" shall mean all costs incurred by the Government, the Partners, and/or donations received 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 funds 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.

b. The Government shall provide the recycling containers, the concrete for the pads, produce and post educational flyers, conduct campfire programs, add to and enhance the park and districts web pages, write news stories, provide media releases, provide the QR code and the life jacket stencil. The Government will provide and operate the heavy equipment for the preparation of the pads and the placement of the containers.

c. Boy Scouts of America Troop 355 will provide the labor to assemble the recycling containers, get materials donated that will consist of concrete reinforcement wire mesh, concrete form boards, steel stakes, and decomposed granite soil for choker aprons. They will provide the labor to pour and construct concrete pads for container placement, and maintain the containers weekly at 2 of 4 recreation areas.

d. The Girl Scouts Troop 425 will maintain recycle containers at 2 of 4 recreation areas.

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 c and d of this Article.

f. No Federal funds may be used to meet the Partners' 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 effective date of this Agreement, total project costs are projected to be \$54,737.00 and Boy Scouts of America Troop 355 contribution required under Article II.c. of this Agreement is projected to be \$26,858 and Girl Scouts Troop 425 contribution required under Article II.d. of this Agreement is projected to be \$4,605.00. 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 all relevant claims and 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

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 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 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 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 at any time the Partners fail to fulfill their obligations under this Agreement, the Chief of Operations and Readiness Branch 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 Government 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 calendar days thereafter either party may elect without penalty to terminate this Agreement or to suspend future performance under this Agreement. In the event that either party elects to suspend future performance under this Agreement pursuant to this paragraph, such suspension shall remain in effect until such time as the Government receives sufficient appropriations or until either the Government or the Partners elect to terminate this Agreement.

c. In the event that either one of the three parties elect to terminate this Agreement pursuant to this Article, all 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 mailed either by first-class, registered, or certified mail, as follows:

If to the Partner: Troop 355 Representative  
Boy Scouts of America  
PO Box 1013  
Valley Springs, CA 95252

Troop Leader 425  
Girl Scouts  
4002 Lucas Lane  
Valley Springs, CA 95252

If to the Government: Chief of Operations and Readiness  
U.S. Army Corps of Engineers  
Sacramento District  
1325 J St., CESPCK-CO-OR  
Sacramento, CA 95814-2922

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 Chief of Operations and Readiness Branch, Sacramento District.



## Challenge Partnership Financial Work Sheet

Corps Project Name: New Hogan Lake and Dam

Work Project Title: Renovation of Recycling Program

POC Name: Leah Peterson/Alicia Unsinn

Address: 2713 Hogan Dam Road

City: Valley Springs

State: CA Zip Code: 95252

Telephone: 209-772-1343

Location on Project: Acorn Campground, Fiddleneck Recreation Area, Cameron Trailhead and Observation Point

Partner Organization 1: Boy Scouts of America Troop 355

POC Name: Eric Mayberry

Address: PO Box 1013

City: Valley Springs

State: CA Zip Code: 95252

Telephone: 209 - 293 - 3383

Partner Organization 2: Girl Scouts Troop 425

POC Name: Tara Richmond

Address: 4002 Lucas Lane

City: Valley Springs

State: CA Zip Code: 95252

Telephone: 209 - 772 - 2182

Partner Organization 3:

POC Name:

Address:

City:

State:

Zip Code:

Telephone: - - x

Proposed start date of work: Jan-15-2014

Simple description of work to be accomplished through the partnership: Renovation of our recycling program increasing the number of containers from sixteen containers that each support 32 gallons to eleven containers that each support 165 gallons. Also increasing the number of recycling locations from 2 to 4. Reduction of Corps labor hours by 90%. Maintenance kept solely by the partners. Education of public and general redirection of recyclables out of the waste stream will be available to the visitors.

Double click on spreadsheet to access data entry fields:

	Local Corps Office	Handshake Funds	Partner 1	Partner 2	Partner 3	Total
Salaries	\$3,714	N/A	\$0	\$0	\$0	\$3,714
Travel	\$0	N/A	\$0	\$0	\$0	\$0
Materials and Supplies	\$491	\$18,000	\$1,021	\$0	\$0	\$19,512
Equipment Use	\$1,069	\$0	\$0	\$0	\$0	\$1,069
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	\$25,837	\$4,605	\$0	\$30,442
In-Kind Services	N/A	N/A	\$0	\$0	\$0	\$0
Other (explain below)	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total</b>	<b>\$5,274</b>	<b>\$18,000</b>	<b>\$26,858</b>	<b>\$4,605</b>	<b>\$0</b>	<b>\$54,737</b>
<b>Share of Total Cost</b>	<b>9.6%</b>	<b>32.9%</b>	<b>49.1%</b>	<b>8.4%</b>	<b>0.0%</b>	<b>100%</b>