

CHALLENGE PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
BOY SCOUT TROOP 140

THIS AGREEMENT, entered into this day of March 24, 2009, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander, U.S. Army Engineer District Portland, and Boy Scout Troop 140, (hereinafter the "Partner"), represented by Steve Noll.

WITNESSETH, THAT:

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

WHEREAS, the renovation of the amphitheater at Pine Meadows Campground on Cottage Grove Lake will increase the recreational and educational opportunities for the public, and

WHEREAS the Partner is interested in promoting and assisting the Government in renovating this amphitheater, and

WHEREAS, it is mutually beneficial to the Government and the Partner to work cooperatively to improve this amphitheater for the public, and

WHEREAS, the Partner, 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 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 a renovated amphitheater with new cedar benches with backs, cedar supports and 4x6 pressure treated posts and a new projection box in Pine Meadows Campground on Cottage Grove Lake, as generally described in the Upper Willamette Valley Project Master Plan for Resource Use, Part 2B, Cottage Grove Lake, Plan of Management and Development, dated September, 1989 and approved by John E. Velehradsky, Chief, Planning Division on September 25, 1990.

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 the Partner, 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 renovate the amphitheater including lumber, concrete, hardware, and saw blades. The Government will also hire a contractor to remove the old amphitheater benches, regrade the slope, and re-route electrical wiring to the front of the amphitheater. Corps park rangers will provide a proposed design and materials list for Project Partners to work from in finalizing plans for the amphitheater renovation. Rangers will also provide staff time to guide the Partners' work and purchase the needed materials.

c. The Partner shall provide 80 or more volunteer hours to renovate the amphitheater. Aspiring Eagle Scout Tyler Costello will provide planning, coordination, and leadership for the project. First, Tyler will work with Corps staff to refine the amphitheater design and generate a final materials list for the project. Once the materials are purchased, he will work with Kennedy students to get the lumber prepared for installation. Tyler will also recruit qualified volunteers from his Troop and the community, coordinate the days they will work, and provide leadership during the work. Steve Noll is the Scout troop leader and will provide support for Tyler and the Scouts during the planning and implementation 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.

e. No Federal funds may be used to meet the Partner's 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 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. 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.

c. 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: Boy Scout Troop 140
 c/o Steve Noll
 76031 Hebron Grange Road
 Cottage Grove, Oregon 97424

If to the Government: Cottage Grove Lake Park Ranger Office
 U.S. Army Corps of Engineers, Portland District
 75819 Shortridge Hill Road
 Cottage Grove, OR 97424

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.

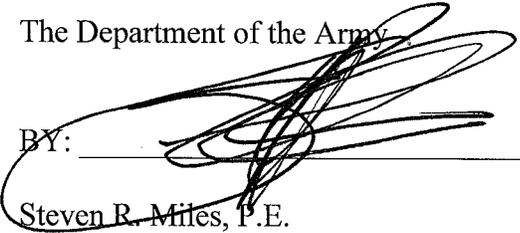
c. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at the earlier of such time as it is actually received or seven calendar days after it is mailed.

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

Boy Scout Troop 140

BY: 

BY: 

Steven R. Miles, P.E.
Colonel, Corps of Engineers
District Commander

Steve Noll
Boy Scout Troop 140
Scout Master

DATE: 13 April 09.

DATE: 4/17/09

Challenge Partnership Financial Work Sheet

Corps Project Name: Cottage Grove Lake

Work Project Title: Pine Meadows Amphitheater

POC Name: Christie Johnson

Address: 75819 Shortridge Hill Road City: Cottage Grove State: OR Zip Code: 97424

Telephone: 541-942-5631

Location on Project: Pine Meadows Campground

Partner Organization 1: Kennedy Alternative High School

POC Name: Stefan Aumack

Address: 1310 S. 8th Street City: Cottage Grove State: OR Zip Code: 97424

Telephone: 541-942-1962

Partner Organization 2: Boy Scout Troop 140

POC Name: Steve Noll/ Tyler Costello

Address: 76031 Hebron Grange Road City: Cottage Grove State: OR Zip Code: 97424

Telephone: 541-942-8852

Proposed start date of work: March 2009

Simple description of work to be accomplished through the partnership: Renovate campground amphitheater

	Corps	Handshake Funds	Kennedy School	Boy Scout Troop 140	Total
Salaries	\$3,000	N/A	\$2,600	\$0	\$5,600
Travel	\$0	N/A	\$50	\$50	\$100
Materials and Supplies	\$1,000	\$3,500	\$0	\$0	\$4,500
Equipment Use	\$0	\$0	\$500	\$0	\$500
Funds Contributed	N/A	N/A	\$0	\$0	\$0
Personal Property	N/A	N/A	\$0	\$0	\$0
Volunteer Services	N/A	N/A	\$2,400	\$1,500	\$3,900
Other (explain in text)	2400*	\$0		\$0	\$0
Total	\$4,000	\$3,500	\$5,550	\$1,550	\$14,600
Share of Total Cost	27.4%	24.0%	38.0%	10.6%	100%

*The Corps will spend \$2400 to hire contractors to prep the site for new benches and projection box

CHALLENGE PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
KENNEDY ALTERNATIVE HIGH SCHOOL

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c. The Partner shall provide student labor and equipment in the Kennedy School's wood shop to prepare lumber for the new amphitheater benches and projection box. The students will provide additional volunteer hours to install the benches and box at the campground. Stefan Aumack, the wood shop teacher at Kennedy School and the coordinator of the Kennedy Conservation Corps (KCC) will lead the student crew along with another adult crew leader. The KCC crew of 10 students and two work leaders is valued at \$400/day, and the crew will volunteer an estimated 6 days on the project. The salaried time spent by Mr. Aumack in planning and implementing the project will serve as an in-kind contribution by the school.

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 Partner's total project costs under this Agreement.

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c/o Principle Tom Horn
1310 S. 8th Street
Cottage Grove, Oregon 97424

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U.S. Army Corps of Engineers, Portland District
75819 Shortridge Hill Road
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The Department of the Army

BY: _____

Steven R. Miles, P.E.
Colonel, Corps of Engineers
District Commander

DATE: 13 April 09.

Kennedy Alternative High School

BY: _____

Tom Horn
Kennedy Alternative High School
Principal

DATE: 4-23-09

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