

CHALLENGE PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
TEXAS MASTER NATURALISTS, RED RIVER CHAPTER

THIS AGREEMENT, entered into this day of July 17, 2019 ; by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander, U.S. Army Engineer District Fort Worth, and the Texas Master Naturalists, Red River Chapter, (hereinafter the "Partner"), represented by the Chapter President.

WITNESSETH, THAT:

WHEREAS, the Government manages lands and waters at Wright Patman Lake which includes recreational and natural resource opportunities, and

WHEREAS, the installation of native wildflower pollinator habitat and the purchase of interpretive panels, trailhead signs, and nature trail brochures at Wright Patman Lake will increase the recreational and natural resources opportunities for the public, and

WHEREAS the Partner is interested in promoting and assisting the Government in providing this native wildflower pollinator habitat, interpretive panels, trailhead signs, and brochures, and

WHEREAS, it is mutually beneficial to the Government and the Partner to work cooperatively to make the aforementioned items available to the public, and

WHEREAS, the Partner, in order to assist the Government in this project has voluntarily agreed to provide travel, materials and supplies, volunteer labor, and in-kind services, 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 (33 U.S.C 2328), and

WHEREAS, the Government and the Partner have the full authority and capability to perform as hereinafter set forth and intend to cooperate 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 2 acre native wildflower pollinator habitat including preparation, broadcasting of seeds, monitoring of germination, removal of undesired species, surveying and monitoring of pollinator species, and design and installation of 36 interpretive panels, 10 trailhead signs and 15,000 brochures at Wright Patman Lake, as generally described in the Park Management Operations Management Plan, approved by Deputy Operations Project Manager Kristin Moe on 26 APR 2019.

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"), Handshake Partnership funding, and volunteer and in-kind services from the Partner shall expeditiously construct/complete 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 government personnel salaries, equipment, materials and supplies, and other contractual services. This includes the location for all work to be done and herbicide treatment.

c. The Partner shall assist with habitat preparation, seed broadcasting, germination monitoring, removal of undesirable species, surveying and monitoring pollinator species, and design and installation of interpretive panels/signs/brochures.

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 - METHOD OF PAYMENT

a. The Government shall maintain current records of contributions provided by the Partner and a current projection of total project costs. At least quarterly, the Government shall

provide the Partner with a report setting forth all contributions provided to date and the current projection of total project costs, of the components of total project costs, of each party's share of total project costs, and of the Partner's contribution required in accordance with Article II.b. of this Agreement. On the effective date of this Agreement, total project costs are projected to be \$35,054, and the Partner's contribution required under Article II.b. of this Agreement is projected to be \$13,500 (travel, materials and supplies, volunteer labor, and in-kind services). Such amounts are estimates subject to adjustment and are not to be construed as the total financial responsibilities of the Government and the Partner.

b. The Partner shall provide the contribution required under Article III.a. of this Agreement in accordance with the following provisions: In this agreement the Partner will provide travel, materials and supplies, volunteer labor, and in-kind services as described in the table below.

c. Upon completion of the Project and resolution of all relevant claims and appeals, the Government shall conduct a final accounting and furnish the Partner 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. In the event existing funds are not available to meet the Government's contribution share, the Government shall seek such appropriations as are necessary to meet its contribution, but the Government in no manner represents that such funds will be made available.

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 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 VI - 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 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 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 IX - 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 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 Partner elects 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.

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: Kathleen Craft
President, Texas Master Naturalists, Red River Chapter
1235 CR 1436
Bogata, Texas 75417

If to the Government: Bill Smith
Lead Natural Resources specialist
64 Clear Springs Park
Texarkana, Texas 75501

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, Fort Worth District.

The Department of the Army

BY: Timothy L. Macallister

TITLE:

U.S. Army Corps of Engineers
Fort Worth District
Chief, Operations Division

SIGNATURE:

DATE: 7/17/19

Texas Master Naturalists, Red River Chapter

BY: Kathleen Craft

TITLE:

Texas Master Naturalists
Red River Chapter
President

SIGNATURE:

Kathleen Craft

DATE: 6-18-19

Challenge Partnership Financial Work Sheet

Corps Project Name: Wright Patman Lake

Work Project Title: Wright Patman Lake Pollinator Project and Interpretive Trail Panels

POC Name: Bill Smith

Address: 64 Clear Springs Park City: Texarkana State: TX Zip Code: 75501

Telephone: 903 - 838 - 8781 x111

Location on Project: YES

Partner Organization 1: Texas Master Naturalists, Red River Chapter

POC Name: Kathleen Craft

Address: 1235 CR 1436 City: Bogata State: TX Zip Code: 75417

Telephone: 903 - 632 - 1225

Partner Organization 2:

POC Name:

Address: City: State: Zip Code:

Telephone: - - x

Partner Organization 3:

POC Name:

Address: City: State: Zip Code:

Telephone: - - x

Estimated start work: Fall 2019

Simple description of work to be accomplished through the partnership: The U.S. Army Corps of Engineers at Wright Patman Lake will partner with the Red River Chapter of the Texas Master Naturalists to create a 2 acre native wildflower pollinator habitat. The pollinator habitat area will be located in an area with minimal foot traffic and no vehicular traffic. This area was previously an agricultural lease which has rich soils to support native wildflowers to attract important pollinator species. The project will also include the purchase of interpretive panels, trailhead signs, and nature trail brochures for the nature trails around Wright Patman Lake. There will be 36 interpretive panels and 10 trailhead signs total, as well as printed brochures with maps for each trail for 3 nature trails at Clear Springs Park, 1 nature trail at Rocky Point Park, 1 nature trail between Rocky Point Park and Piney Point Park and 1 nature trail at Malden Lake Park. The 36 interpretive panels will provide an outreach resource to park visitors by providing a unique outdoor education experience. Park visitors will have the opportunity to learn about native wildlife, plants, and natural resource management practices that may be visible from the trail paths. The work will be accomplished by the Red River Chapter of the Texas Master Naturalists who will be assisting with preparation of the 2 acre wildflower habitat, broadcasting of wildflower seeds, monitoring of germination, removal of undesirable plant species, survey and monitoring of pollinator species, and design and installation of interpretive panels.

Double click on spreadsheet to access data entry fields:

	Local Corps Office	Handshake Funds	Partner 1	Partner 2	Partner 3	Total
Salaries	\$7,547	N/A	\$0	\$0	\$0	\$7,547
Travel	\$0	N/A	\$500	\$0	\$0	\$500
Materials and Supplies	\$0	\$11,000	\$300	\$0	\$0	\$11,300
Equipment Use	\$500	\$0	\$0	\$0	\$0	\$500
Funds Contributed	N/A	N/A	\$0	\$0	\$0	\$0
Personal Property	N/A	N/A	\$30	\$0	\$0	\$30
Volunteer	N/A	N/A	\$5,547	\$0	\$0	\$5,547
In-Kind Services	N/A	N/A	\$7,130	\$0	\$0	\$7,130
Other (explain below)	\$0	\$2,500	\$0	\$0	\$0	\$2,500
Total	\$8,047	\$13,500	\$13,507	\$0	\$0	\$35,054
Share of Total Cost	23.0%	38.5%	38.5%	0.0%	0.0%	100%

Explanations: A cost of \$2,500 will be used for herbicide application at the desired wildflower 2 acre seeding area that has been selected by local Corps personnel. The herbicide application will have to be conducted by a State of Texas licensed applicator to be in compliance with Federal, State, and local Environmental Laws and Regulations. As it is a service and not a material, it is not factored into the "Materials and Supply" category.