

ROUTING AND TRANSMITTAL SLIP

Date
07/29/2020

TO: (Name, office symbol, room number, building, Agency/Post)	Initials	Date
1. Randy Comer	RC	7/29/2020
2. Chris Roark	CR	7/31/2020
3. Brinda Jackson - for signature		8/4/2020
4. Devlin Ridenour		04 AUG 2020
5. Brian Osberghaus		
6.		
7.		

Action	File	Note and Return
<input checked="" type="checkbox"/> Coordination	<input checked="" type="checkbox"/> Approval	Per Conversation
<input type="checkbox"/> As Requested	<input type="checkbox"/> For Correction	Prepare Reply
<input type="checkbox"/> Circulate	<input type="checkbox"/> For Your Information	See Me
<input type="checkbox"/> Comment	<input type="checkbox"/> Investigate	<input checked="" type="checkbox"/> Signature

REMARKS

SUBJECT: For Signature - "Handshake" Challenge Partnership Agreement- Dam Site 6 West - MKARNS

MKARNS, Pine Bluff Site Office, was selected to receive \$25,000 in "Handshake" Challenge Partnership Program funding from HQ. The funds are to be used in partnership with Pulaski County Public Works, Quail Forever, and University of Arkansas System Cooperative Extension Service to install a vault style restroom and create pollinator habitat improvements at Dam Site 6 West.

The Partners have all signed the agreement.

Recommend Chief, OP sign the Challenge Partnership Agreement.

Previous routing/review document is attached.

DO NOT use this form as a RECORD of approvals, concurrences, disposals, clearances, and similar actions

FROM: (Name, organization symbol, Agency/Post)

Room Number - Building
7126
Phone Number
x7353

CHALLENGE PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
PULASKI COUNTY PUBLIC WORKS
AND
QUAIL FOREVER
AND
UNIVERSITY OF ARKANSAS SYSTEM COOPERATIVE EXTENSION SERVICE

THIS AGREEMENT, entered into as of the date of the final, executing signature, by and between the Department of the Army (hereinafter the "Government"), represented by the Chief of Operations, U.S. Army Engineer District Little Rock, and Pulaski County Public Works represented by the County Judge (hereinafter "Partner 1"), Quail Forever represented by the State Coordinator (hereinafter "Partner 2"), and the Board of Trustees of the University of Arkansas acting on behalf of the University of Arkansas Division of Agriculture (hereinafter "Partner 3").

WITNESSETH, THAT:

WHEREAS, the Government manages lands and waters on the McClellan-Kerr Arkansas River Navigation System which includes recreational opportunities for the public, and

WHEREAS, the installation of a new restroom and pollinator habitat at Dam Site 6 West on the Arkansas River will increase the recreational opportunities for the public and habitat for wildlife especially pollinators, and

WHEREAS the Partners are interested in assisting the Government in providing this restroom and pollinator habitat, and

WHEREAS, it is mutually beneficial to the Government and the Partners to work cooperatively to make this restroom and pollinator habitat available to the public and wildlife, and

WHEREAS, the Partners, in order to assist the Government in this project have voluntarily agreed to provide labor in preparation of the restroom, provide additional funding to assist in purchase of the restroom, provide plans and guidance in preparation of the site and assist with planting of wildlife and pollinator habitat, 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 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 purposes of this agreement:

a. The term "Project" shall mean preparing the site and installing a new restroom and preparing and planting a five acre wildlife and pollinator habitat plot at Dam Site 6 West on the Arkansas River.

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 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 herbicide, seed, equipment, and labor needed to prepare and plant the five acres of pollinator habitat.

c. The Government shall provide partial funding (\$25,000) to purchase the pre-fabricated vault style bathroom.

d. The Partner 1 shall provide labor and equipment needed to prepare the site for the bathroom.

e. The Partner 1 shall provide any additional funding needed to purchase the pre-fabricated vault style bathroom.

f. The Partner 2 shall provide in-kind service labor for recommendations to prepare and plant the five acre pollinator habitat and shall assist as available.

g. The Partner 3 shall provide in-kind service labor for recommendations to prepare and plant the five acre pollinator habitat and shall assist as available.

h. 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.

i. 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. At least quarterly, the Government shall provide the Partners 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. of this Agreement. On the effective date of this Agreement, total project costs are projected to be \$64,900.00. Such amounts are estimates subject to adjustment and are not to be construed as the total financial responsibilities of the Government and the Partners.

c. 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 their per capita 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, to the extent of the law, 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 a 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 any party elects 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 by telegram, or mailed either by first-class, registered, or certified mail, as follows:

If to the Partners:

*Pulaski County Public Works
3200 Brown St.
Little Rock, AR 72204*

*University of Arkansas Division of Agriculture
2301 S University Ave.
Little Rock, AR 72204*

With a copy to:

*University of Arkansas System Office of General Counsel
2404 North University Ave.
Little Rock, AR 72207*

*NRCS State Office
Quail Forever State Coordinator
Ryan Diener
700 W Capitol Ave, Rm 3416
Little Rock, AR 72201*

If to the Government: *U.S. Army Corps of Engineers
Pine Bluff Site Office Manager
Brian L. Osberghaus
P.O. Box 7835
4305 Charles Wooden Rd
Pine Bluff, AR, 71601*

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, Little Rock District.

The Department of the Army

BY: *Bernard Jackson*
TITLE: *Acting Chief, Operations Division*
DATE: *8/4/2020*

Pulaski County Public Works

BY: *Dennis J. J. J.*
TITLE: *PUCO Judge*
DATE: *7-24-2020*

The Board of Trustees of the University of Arkansas acting on Behalf of the University of Arkansas Division of Agriculture

BY: *Sam Bortner*
TITLE: *COO*
DATE: *7-24-2020*

Quail Forever

BY: *[Signature]*
TITLE: *Arkansas Monarch & Pollinator Coord.*
DATE: *7/24/2020*

Challenge Partnership Financial Work Sheet

Corps Project Name: MKARNS - Pine Bluff Site Office

Work Project Title: Dam Site 6 West Bathroom and Pollinator Habitat Improvements

POC Name: Brittany Seidel

Address: 4305 Charles Wooden Rd

City: Pine Bluff

State: AR Zip Code: 71601

Telephone: 501-340-1294

Location on Project: Dam Site 6 West Park

Partner Organization 1: Pulaski County Public Works

POC Name: Steve Brummett

Address: 3200 S Brown St.

City: Little Rock

State: AR Zip Code: 72204

Telephone: 501-340-6800

Partner Organization 2: Quail Forever

POC Name: Leslie Fowler

Address: 700 W Capitol Ave, Rm. 3416

City: Little Rock

State: AR Zip Code: 72201

Telephone: 501-301-3169

Partner Organization 3: University of Arkansas System Cooperative Extension Service

POC Name: Jon Zawislak

Address: 2301 S University Ave.

City: Little Rock

State: AR Zip Code: 72204

Telephone: 501-671-2222

Proposed start date of work: 01 October 2020

Simple description of work to be accomplished through the partnership: Installing a new vault style bathroom and improving pollinator habitat at Dam Site 6 West Park.

Double click on spreadsheet to access data entry fields:

	Local Corps Office	Handshake Funds	Pulaski County Public Works	Quail Forever	University of Arkansas System Cooperativ e Extension Service	Total
Salaries	\$4,000	N/A	\$4,000	\$0	\$0	\$8,000
Travel	\$0	N/A	\$0	\$0	\$0	\$0
Materials and Supplies	\$2,500	\$25,000	\$2,500	\$0	\$0	\$30,000
Equipment Use	\$250	\$0	\$3,000	\$0	\$0	\$3,250
Funds Contributed	N/A	N/A	\$20,000	\$0	\$0	\$20,000
Personal Property	N/A	N/A	\$0	\$0	\$0	\$0
Volunteer	N/A	N/A	\$0	\$3,000	\$650	\$3,650
In-Kind Services	N/A	N/A	\$0	\$0	\$0	\$0
Other (explain below)	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$6,750	\$25,000	\$29,500	\$3,000	\$650	\$64,900
Share of Total Cost	10.4%	38.5%	45.5%	4.6%	1.0%	100%

Explanations: