

CHALLENGE PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
BOY SCOUTS OF AMERICA SEQUOIA COUNCIL
AND
CALIFORNIA CONSERVATION CORPS
AND
CALIFORNIA STATE UNIVERSITY FRESNO
AND
KINGS RIVER CONSERVANCY
AND
REEDLEY COLLEGE
AND
UNION SPORTSMEN'S ALLIANCE

THIS AGREEMENT, entered into this day of _____, 2021, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander, Colonel James J. Handura, U.S. Army Corps of Engineers Sacramento District, and Boy Scouts of America Sequoia Council, California Conservation Corps, California State University Fresno, Kings River Conservancy, Reedley College, and Union Sportsmen's Alliance (hereinafter collectively the "Partners" and individually "Partner").

WITNESSETH, THAT:

WHEREAS, the Government manages lands and waters at *Pine Flat Dam and Lake* which includes recreational opportunities for the public, and

WHEREAS, the redevelopment of day-use services at *Kings River Wildlife Area on Pine Flat Dam and Lake* will enhance the recreational opportunities for the public, and

WHEREAS the Partners are interested in promoting and assisting the Government in providing *river access trails, educational kiosks, litter stations, and additional wildlife habitat*, and

WHEREAS, it is mutually beneficial to the Government and the Partners to cooperatively improve day-use services available to the public, and

WHEREAS, the Partners, in order to assist the Government in this project have offered to provide certain *volunteer labor* services at no cost to the Government, and

WHEREAS, Section 225 of the Water Resources Development Act of 1992, as amended (33 U.S.C. 2328) authorizes the Secretary of the Army to accept contributions of funds, materials, and services 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 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 planning and installation of *river access trails, educational kiosks, litter stations, and additional wildlife habitat* at the *Kings River Wildlife Area at Pine Flat Dam and Lake* as generally described in the *Operational Management Plan*, dated February 2nd, 2021, and approved by Operations Project Manager Jacob Severns on February 2nd, 2021.

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"), 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 labor, equipment operation, materials, and supplies.

c. The Partners shall provide volunteer labor, outreach, materials, supplies, equipment use, and in-kind services, in support of this project, as described below.

1. The Partners will provide “outreach services” in the form of advocacy to recruit volunteers through Government-approved methods.
2. The Partners’ individual contributions are generally detailed in the “Challenge Partnership Financial Worksheet” attached to this agreement.
3. The Kings River Conservancy will pay the salary of one Educational Director for hosting field trips and education programs, will provide in-kind services, including design of interpretive and educational displays, and will provide materials and supplies, including, those necessary for installation of a picnic shelter pavilion, self-guided interpretive trail, and additional seed for wildlife food plots, and the purchase and installation of a vault toilet.
4. The Boy Scouts of America will provide volunteer labor for the installation of signposts for the self-guided interpretive trail and will complete future service projects using Government-owned hand tools.
5. Union Sportsmen’s Alliance will provide equipment and labor to erect the picnic shelter pavilion.

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 Partners’ share of “total project costs” under this Agreement.

ARTICLE III – RECORD OF CONTRIBUTIONS

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 the value of 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 including the value of volunteer services provided, and of each Partner's contribution required in accordance with Article II.c. of this Agreement. On the effective date of this Agreement, total Government costs are projected to be \$27,000. The Partners’ contributions required under Article II.c. of this Agreement have a projected value of \$160,750, resulting in a projected total project cost of \$212,750. 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, 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 and each party's contribution provided thereto.

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 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 Partners, and 60 calendar days thereafter any party may elect without penalty to terminate this Agreement or to suspend future performance under this Agreement. In the event that any 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 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:

Boy Scouts of America Sequoia Council
6005 N. Tamera Avenue
Fresno, CA 93711

California Conservation Corps
2536 North Grove Industrial
Fresno, CA 93727

California State University Fresno
5310 N. Campus Drive M/S PH 103
Fresno, CA 93740

Kings River Conservancy
P.O. Box 1550
Reedley, CA 93654

Reedley College
995 N. Reed Ave.
Reedley, CA 93654

Union Sportsmen's Alliance
4800 Northfield Lane
Spring Hill, TN 37174

If to the Government:

Pine Flat Lake and Dam
Sacramento District
27295 Pine Flat Road
Piedra, CA 93649

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.

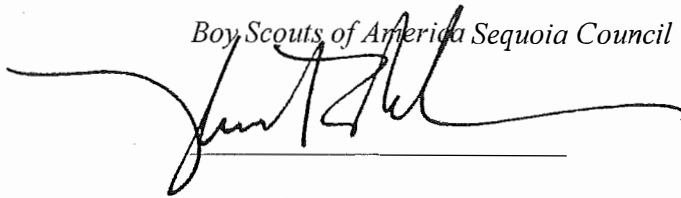
IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Commander, Sacramento District.

The Department of the Army

James Handura
COL, EN

DATE: _____

Boy Scouts of America Sequoia Council

A handwritten signature in black ink, appearing to read "Michael Marchese", written over a horizontal line.

*Michael Marchese
Chief Executive Officer*

DATE: 10/12/21

California Conservation Corps

A handwritten signature in blue ink that reads "Tammy Eggert". The signature is written over a horizontal line.

Tammy Eggert
Career Transition Coordinator

DATE: 9.29.21

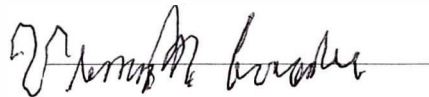
California State University Fresno



*Jason Whiting
Associate Professor*

DATE: _____

Kings River Conservancy

A handwritten signature in black ink, appearing to read "Vernon Crowder", written over a horizontal line.

*Vernon Crowder
Executive Director*

DATE: *10/1/2021* _____

Reedley College



Louie Long
Natural Resource Instructor

DATE: 10/2/21

Union Sportsmen's Alliance

Sam Phipps

Sam Phipps
Conservation Programs Manager

DATE: 10/12/2021

Challenge Partnership Financial Work Sheet

Corps Project Name: Pine Flat Dam and Lake
Work Project Title: Kings River Wildlife Area Redevelopment
POC Name: Adam Thompson
Address: 27295 Pine Flat Road City: Piedra State: CA Zip Code: 93649 Telephone: 559 - 787 - 2589
Location on Project: Headquarters Office

Partner Organization 1: Boy Scouts of America Sequoia Council
POC Name: Michael Marchese
Address: 6005 N. Tamera Avenue City: Fresno State: CA Zip Code: 93711
Telephone: 559 - 320 - 2100 x 106

Partner Organization 2: California Conservation Corps
POC Name: Tammy Eggert
Address: 2536 North Grove Industrial City: Fresno State: CA Zip Code: 93727
Telephone: 559 - 458 - 0914

Partner Organization 3: California State University Fresno
POC Name: Jason Whiting
Address: 5310 N. Campus Drive M/S PH 103 City: Fresno State: CA Zip Code: 93740
Telephone: 559 - 278 - 2838

Partner Organization 4: Kings River Conservancy
POC Name: Vernon Crowder
Address: P.O. Box 1550 City: Reedley State: CA Zip Code: 93654
Telephone: 559 - 787 - 9500

Partner Organization 5: Reedley College
POC Name: Louie Long
Address: 995 N. Reed City: Reedley State: CA Zip Code: 93654
Telephone: 559 - 494 - 3000

Partner Organization 6: Union Sportsmen's Alliance
POC Name: Sam Phipps
Address: 4800 Northfield Lane City: Spring Hill State: TN Zip Code: 37174
Telephone: 636 - 345 - 7507

Proposed start date of work: September 25, 2021

Simple description of work to be accomplished through the partnerships:

Redevelopment projects include adding river access trails, litter stations, interpretive displays, wildlife food plots, and the planting of pollinator species.

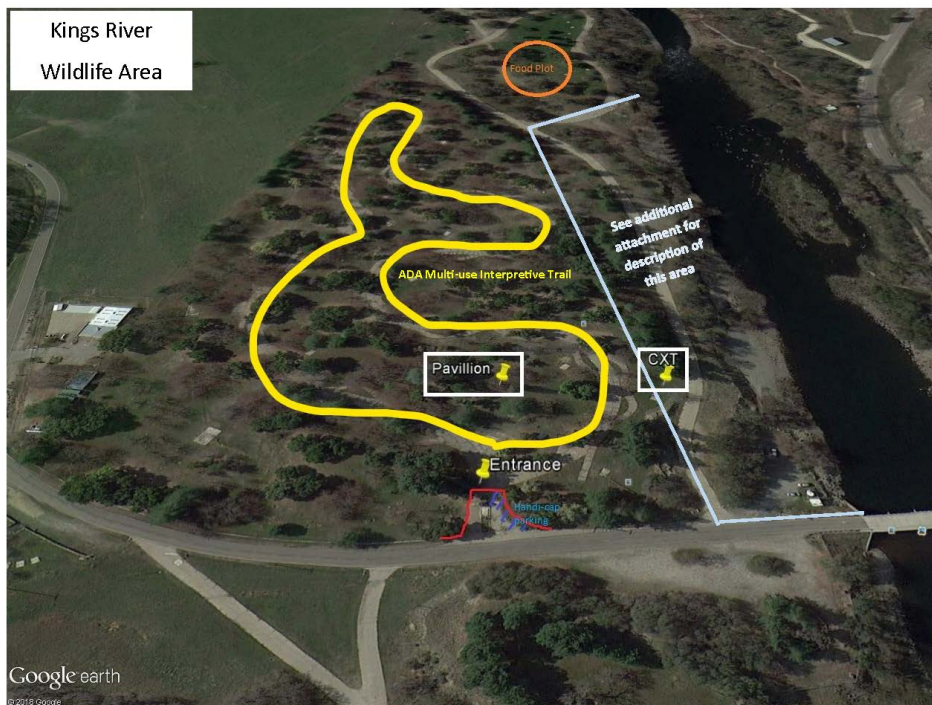
	Local Corps Office	Handshake Funds	KRC	USA	Reedley College
Salaries	\$15,000	N/A	\$10,000	\$0	\$0
Travel	\$0	N/A	\$0	\$0	\$0
Materials and Supplies	\$10,000	\$20,000	\$106,000	\$0	\$0
Equipment Use	\$2,000	\$5,000	\$0	\$4,000	\$0
Funds Contributed	N/A	N/A	\$0	\$0	\$0
Personal Property	N/A	N/A	\$0	\$0	\$0
Volunteer	N/A	N/A	\$2,000	\$28,000	\$5,000
In-Kind Services	N/A	N/A	\$1,500	\$0	\$0
Other (explain below)	\$0	\$0	\$0	\$0	\$0
Total	\$27,000	\$25,000	\$119,500	\$32,000	\$5,000
Share of Total Cost	12.7%	11.7%	56.1%	15.0%	2.3%
	24.4%				
	CCC	Boy Scouts	CSU Fresno		Total
Salaries	\$0	\$0	\$0		\$25,000
Travel	\$0	\$0	\$0		\$0
Materials and Supplies	\$0	\$0	\$0		\$136,000
Equipment Use	\$0	\$0	\$0		\$11,000
Funds Contributed	\$0	\$0	\$0		\$0
Personal Property	\$0	\$0	\$0		\$0
Volunteer	\$3,000	\$1,000	\$250		\$39,500
In-Kind Services	\$0	\$0	\$0		\$1,500
Other (explain below)	\$0	\$0	\$0		\$0
Total	\$3,000	\$1,000	\$250		\$212,750
Share of Total Cost	1.4%	0.5%	0.1%		100.0%

Explanations:

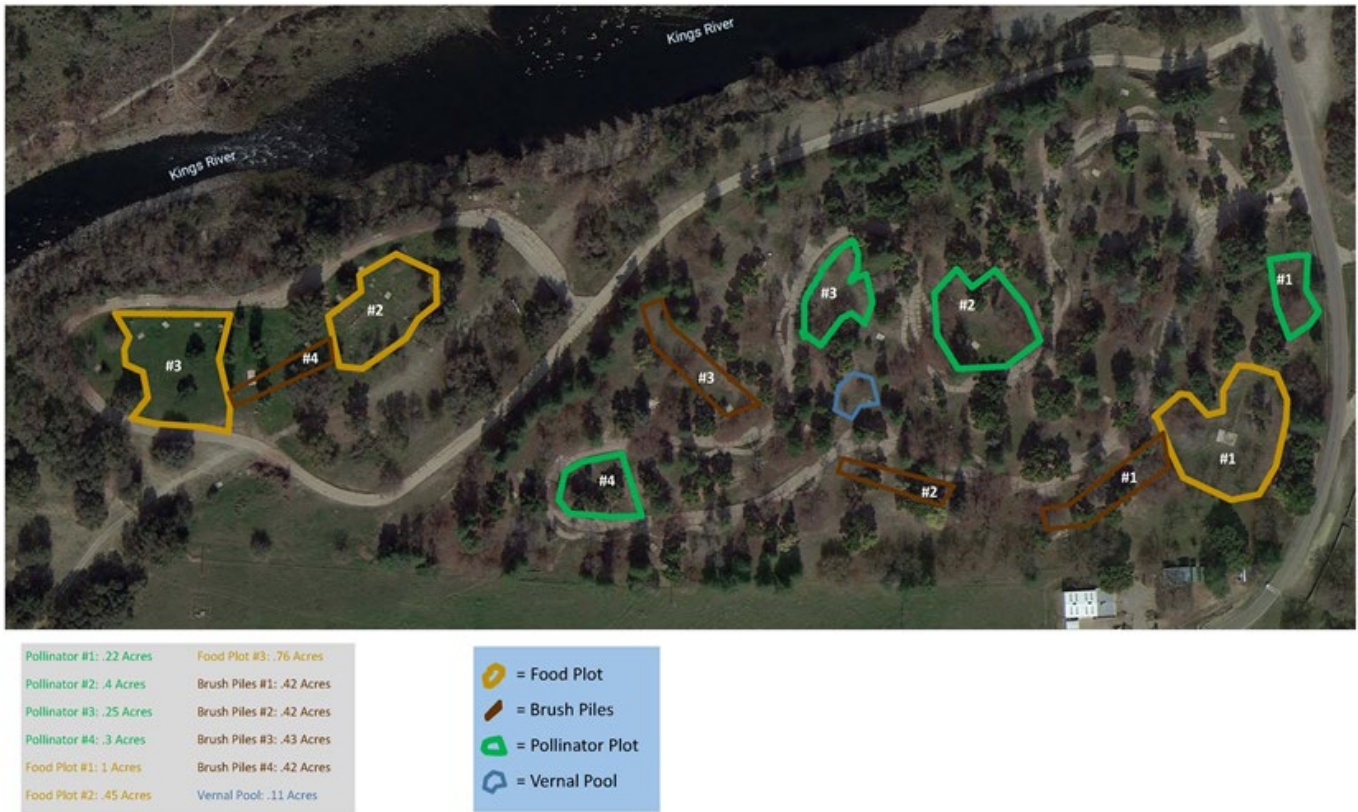
Photo from 2018 Kings River Wildlife Area Groundbreaking Ceremony with U.S. Army Corps of Engineers and Kings River Conservancy (KRC) marking the start of a partnership aimed at working together towards a shared goal and vision of redeveloping this wildlife management area.



Map of KRWA showing the recently completed Phase 1 additions of an ADA multi-use interpretive trail, pavilion shelter/outdoor classroom, and CXT vault toilet, and marking location for Phase 2 Handshake Program projects by referring to additional attachment below.



Draft of Phase 2 proposed locations for food plots, brush habitat, and pollinator habitat within the KRWA.



Map detailing Phase 2 Handshake Program projects of river access trails, interpretive display signage, and additional waste stations.



Zoomed in map further detailing Phase 2 Handshake Program projects.

