

CHALLENGE PARTNERSHIP AGREEMENT

Between

THE DEPARTMENT OF THE ARMY

And

FRIENDS of LAKE KEYSTONE, INC.

THIS AGREEMENT, entered into this day of September 27, 2012, by and between the Department of the Army (hereinafter the Government ), represented by the District Commander, U.S. Army Corps of Engineers - Tulsa District, and the Friends of Lake Keystone, Inc., (hereinafter the Partner ), represented by the board President.

WITNESSETH, THAT:

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

WHEREAS, the upgrading of the electrical system to provide 50AMP service to over 100 campsites in Salt Creek North. This modernization will make the park more attractive to campers that need 50AMP service for their RVs. This will improve the sustainability of the park by replacing infrastructure that is over 20 years old.

WHEREAS, the Partner is interested in promoting and assisting the Government in development and protection of Salt Creek North multipurpose area, and

WHEREAS, it is mutual beneficial to the Government and the Partner to work cooperatively to make this camp available to the public, and

WHEREAS, the Partner, in order to assist the Government in this project has voluntarily agreed to provide 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 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 modernization of the electrical system to over 100 family campsites, including power pedestals, breaker boxes, electrical wires and junction boxes, the Partner shall provide the skilled labor and equipment needed to perform the task at Salt Creek North Multipurpose Area at Keystone Lake.
- b. The term "total project costs" shall mean all cost 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 PARTNERS

- 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 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 staff labor and some funding for materials used in the construction of the modernized electrical distribution system. Handshake funds will be used in the procurement of electrical pedestals, wire,

breaker panels and junction boxes for the system. See appendix titled Challenge Partnership Financial Work Sheet .

- c. The Partner shall provide licensed electricians and other skilled labors and equipment to install the electrical system. See appendix titled Challenge Partnership Financial Worksheet .
- 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 total project cost under this Agreement.

#### ARTICLE III - METHOD OF PAYMENT

The Government shall maintain current records of contributions provided by the Partner and provide the Partner a report setting forth all contributions provided by the Partner upon completion of the project. Payment for the materials as detailed in the attached Challenge Partnership Financial Work Sheet shall be the responsibility of the respective party. A copy of all receipts showing payments associated with the project shall be provided to the Government to determine total project costs. Total project costs are estimated to be \$140,000. Such amounts are estimates subject to adjustments and are not to be construed as the total financial responsibilities of the Government or the Partner.

#### 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 regulation, including, but not limited to, Section 610 of Title VI of the Civil Rights Act of 1964, PL 88-352, and the Department of Defense Directive 550.11 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 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 final accounting in accordance with this Article shall 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: Friends of Lake Keystone, Inc.

300 Coonrod

Mannford, Ok 74044

If to the Government: U.S. Army Corps of Engineers

23115 West Wekiwa Road

Sand Springs, OK 74063-9312

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 Tulsa District.

The Department of the Army  
Inc.

BY: Earl D. Groves

DATE: Oct 1, 2012

Earl D. Groves

Chief of Operations Division

Tulsa District

U.S. Army Corps of Engineers.

Friends of Lake Keystone,

BY: Mike Nunneley

DATE: Oct 1, 2012

Mike Nunneley

City Administrator

## Challenge Partnership Financial Work Sheet

**Corps Project Name:** Keystone Lake

**Work Project Title:** Upgrade to 50AMP Campsites in Salt Creek North

POC Name: Travis Miller

**Address:** 23115 West Wekiwa Road      **City:** Sand Springs      **State:** OK      **Zip Code:** 74063-9312

Telephone: 918-865-2621

**Location on Project:** south shore of Keystone Lake at Salt Creek North Multipurpose Area

**Partner Organization 1:** Friends of Land Keystone, Inc.

**POC Name:** Mike Nunnely

**Address:** P.O. Box 327      **City:** Mannford      **State:** OK      **Zip Code:** 74044

**Telephone:** 918-865-4314

**Proposed start date of work:** Fall Winter CY 12-13

**Simple description of work to be accomplished through the partnership:** Upgrade electrical service to 50AMP to all campsites in Salt Creek North

	Local Corps	Handshake Funds	Partner 1	Total
Salaries	\$10,000	N/A	\$30,000	\$40,000
Travel		N/A	0%	0%
Materials & Supplies	\$20,000	\$30,000	\$30,000	\$80,000
Equipment Use		\$0	\$10,000	\$10,000
Funds Contributed	N/A	N/A	\$0	\$0
Personal Property	N/A	N/A	\$0	\$0
Volunteer	N/A	N/A	\$0	\$0
In-Kind Services	N/A	N/A	\$20,000	\$20,000
Other (explain below)	\$0	\$0	\$0	\$0
<b>Total</b>	<b>\$30,000</b>	<b>\$30,000</b>	<b>\$90,000</b>	<b>\$150,000</b>
Share of Total Cost	20.0%	20.0%	60.0%	100%