

CHALLENGE COST-SHARING AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
THE TEXAS EQUESTRIAN TRAIL RIDERS ASSOCIATION
AND
THE WACO BICYCLE CLUB

THIS AGREEMENT, entered into this ____ day of ____ 2010, by and between the Department of the Army (hereinafter the "Government"), represented by Charles L. Burger, Chief, Operations Division, U.S. Army Corps of Engineers, Fort Worth District, and the Texas Equestrian Trail Riders Association (hereinafter "TETRA") represented by Sara McMillan, Reynold's Creek Director, and the Waco Bicycle Club (hereinafter "WBC"), represented by Rusty Hansgen, Treasurer.

WITNESSETH, THAT:

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

WHEREAS, the construction of an Equestrian Group Campground and an additional Trailhead for the Lacey Point Trail System on Waco Lake will increase the recreational opportunities for the public, and

WHEREAS, TETRA and WBC are interested in promoting and assisting the Government in constructing this Equestrian Group Campground and Trailhead, and

WHEREAS, it is mutually beneficial to the Government, TETRA and WBC to work cooperatively to make this Equestrian Group Campground and Trailhead available to the public, and

WHEREAS, TETRA and the WBC, in order to assist the Government in this project has voluntarily agreed to pay 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 a Non-Federal Partner and apply those contributions to the Project (Challenge Cost-Share), and

WHEREAS, the Government, TETRA and WBC 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, TETRA and WBC agree as follows:

ARTICLE I - DEFINITIONS AND GENERAL PROVISIONS

For purposes of this agreement:

- a. The term "Project" shall mean a group campground consisting of:
1. 4,000 square foot parking area constructed to TXDOT Standard Specifications
 2. 8 foot by 2,640 foot trail connecting the parking area to the existing Lacy Point Trail System,
 3. Water lines with up to 3 water faucets
 4. 50 amp electrical service to 10 RV service pedestals
 5. Security light
 6. Horse pens
 7. 30 foot by 40 foot Group pavilion with lights and electrical connections
 8. A 20 foot by 400 foot access road connection the facility to the main park road

b. The term "Partners" refers to both TETRA and WBC.

c. The term "total project costs" shall mean all costs incurred by the Government and the Partners directly related to construction of the project.

d. 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.

e. 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 shall provide installation of electrical lines and connections to ten 50 amp RV service pedestals, removal of existing brush piles from the "Project" area and install Storm Water Runoff Prevention measures during Project construction.

b. The Partners shall provide all labor, equipment and materials to construct the parking area, access road, 500 feet of 1 ½ inch water lines with 3 risers and hose bibs, electric meter, pole and panel, guard light and pole, horse wash area, hitching rails, horse pens, 30 foot by 40 foot metal pavilion with concrete floor, accessible mounting block, 100 gallon water trough with float valve, signage and trail construction and maintenance.

c. 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.

d. 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 \$104,135, and the Partner's contribution required under Article II.b. of this Agreement is projected to be \$ 78,135. 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. 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 results of the final accounting. The final accounting shall establish the total project cost, each party's contribution provided hereto, and each party's 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 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 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 there from.

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 Chief of Operations, U.S. Army Corps of Engineers, Fort Worth District 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 mailed either by first-class, registered, or certified mail, as follows:

If to Texas Equestrian Trail Riders Association:

Sara McMillan
Reynolds Creek Director
1469 CR 3505
Valley Mills, Texas 76689

If to Waco Bicycle Club:

Rusty Hansgen
Treasurer

9903 Forest View Drive
Woodway, Texas 76712

If to the Government: Charles F. Burger
Chief, Operations Division,
U.S. Army Corps of Engineer,
Fort Worth District
P.O. Box 17300
Fort Worth, Texas 76102-0300

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

The Department of the Army

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

Texas Equestrian Trail Rider Association

By _____
Sara McMillan
Reynolds Creek Director
Texas Equestrian Trail Riders Association

Waco Bicycle Club

By _____
Treasurer
Waco Bicycle Club

Challenge Partnership Financial Work Sheet

Corps Project Name: Waco Lake

Work Project Title: Reynold's Creek Equestrian Group Campground

POC Name: Eric Haskell

Address: 3801 Zoo Park Drive City: Waco State: TX Zip Code: 76708

Telephone: (254) 756-5359

Location on Project: Reynold's Creek Park

Partner Organization I: Texas Equestrian Trail Riders Association

POC Name: Sara McMillan

Address: 1469 CR 3505 City: Valley Mills State: TX Zip Code: 76689

Telephone:

Partner Organization 2: Waco Bicycle Club

POC Name: Rusty Hansgen

Address: 9903 Forest View Drive City: Woodway State: TX Zip Code: 76712

Telephone: 254 715-0977

Partner Organization 3:

POC Name:

Address: City: State: Zip Code:

Telephone:

Proposed start date of work: July 2010

Simple description of work to be accomplished through the partnership: Construction of a Group Campground. NOTE: Partner 2 will contribute volunteer labor of an undetermined quantity.

Records will be kept and will be included in the Total Project Cost when completed.

	Local Corps Office	Handshake Funds	Partner 1	Partner 2	Partner 3	Total
Salaries	\$1,000	N/A	\$0	\$0	\$0	\$1,000
Travel	\$0	N/A	\$0	\$0	\$0	\$0
Materials and Supplies	\$0	\$25,000	\$78,135	\$0	\$0	\$103,135
Equipment Use	\$0	\$0	\$0	\$0	\$0	\$0
Funds Contributed	N/A	N/A	\$0	\$0	\$0	\$0
Personal Property	N/A	N/A	\$0	\$0	\$0	\$0
Volunteer	N/A	N/A	\$0	\$0	\$0	\$0
In-Kind Services	N/A	N/A	\$0	\$0	\$0	\$0
Other (explain below)	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$1,000	\$25,000	\$78,135	\$0	\$0	\$104,135
Share of Total Cost	1.0%	24.0%	75.0%	0.0%	0.0%	100%