



Challenge Partnership Agreement

between

The Department of the Army

and

CSRA Equestrian Club

and

Back Country Horsemen of Middle and South Georgia

and

Boy Scouts of America – Troop 10

THIS AGREEMENT, entered into this 3rd day of January 2013, by and between the Department of the Army (hereinafter the “Corps”), represented by the Operations Project Manager, US Army Corps of Engineers, J. Strom Thurmond Lake & Dam and Central Savannah River Area Equestrian Club represented by Linda Antopolsky, Back Country Horsemen of Middle and South Georgia represented by Jack White and Boy Scouts of America – Troop 10 represented by Fred Ricketson (hereinafter the “Partners”).

WITNESSETH, THAT:

WHEREAS, the Corps manages lands and waters at J. Strom Thurmond Lake Project in Georgia and South Carolina which includes recreational opportunities for the public, and

WHEREAS, the Partners are interested in development, promotion and maintenance of Bussey Point Recreation Area facilities and assisting the Corps in maintaining those facilities, and

WHEREAS, it is mutually beneficial to the Corps and the Partners to work cooperatively to maintain said Bussey Point Recreation Area, and

WHEREAS, Chapter 9 of EP 1130-2-550 dated 30 March 2009 and Chapter 10 of ER 1130-2-500 dated 01 June 2006, authorizes the USACE to utilize volunteers wherever it is feasible, cost-effective, mutually-beneficial and safe, and

WHEREAS, Section 225 of the Water Resources Development Act of 1992, Public Law 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 Corps and the Partners have 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.

NOWHEREFORE, the Corps and the Partner agree as follows:

ARTICLE I – DEFINITIONS AND GENERAL PROVISIONS

For the purpose of this agreement:

- a. The term “total project cost” shall mean all costs incurred by the Corps and the Partners directly related to the development and maintenance of the Bussey Point Recreation Area.
- b. This agreement in no way restricts the Corps from participation in similar activities or arrangements with, or accepting contributions from, other public and private agencies, organizations and individuals.
- c. All donated property, facilities, and improvements placed on Corps land, as well as any work accomplished under this Agreement, shall become the property of the Corps.

ARTICLE II – OBLIGATIONS OF THE PARTIES

- a. The Corps shall provide the following:
 1. Guidance from Corps personnel on campsite and trailhead parking area improvements
 2. Contract drilling of a well and hand-operated pump installation
 3. Arrange for limited timber removal as part of an existing timber salvage contract
 4. Relocate the wildlife check station
 5. Contract for heavy equipment and labor
- b. The Partners shall provide the following:
 1. Construct and install informational bulletin board/kiosk at the trailhead
 2. Relocate game gantries
 3. Install campsite 1-10 high lines for horse tethering
 4. Periodic inspections of trail
 5. Construct new road with culvert connecting campsites to the trailhead parking area
 6. Provide and install solar lighting in campground and restroom
 7. Provide and install improved trail markings that will correspond to maps on the bulletin board/kiosk at the trailhead
 8. List of personnel and man hours of work performed for trail maintenance on a monthly basis for Corps records

ARTICLE III – ACCOUNTING

- a. Prior to commencing work, the Corps shall prepare a Preliminary Financial Worksheet. This worksheet shall generally describe the project, designate contact persons and delineate the estimated total project cost with the contributions to be made by each party. The partners shall assist in preparing this worksheet by furnishing the Corps with its estimated costs as per the itemized list found therein.
- b. Upon completion of the Project the Corps shall conduct a final accounting and furnish the Partners with a Final Financial Worksheet. The final accounting shall establish total project costs, each party’s contribution provided thereto, and each party’s share thereof. The partners shall assist in preparing this worksheet by furnishing the Corps with its actual costs as per the itemized list found therein.

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 an equal percentage 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 Corps 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 exercising their respective rights and obligations under this Agreement, the Corps and the Partners shall each act in independent capacities, and neither is to be considered the officer, agent, or employee of the other.
- b. Neither party of this Agreement, without the consent of the other party, shall provide any contractor a release that waives, or purports to waive, any of the other party’s rights to seek relief or redress against such contractor, either for the violation of any law, or pursuant to any cause of action the other party may have.
- c. In the exercise of its rights and obligations under this Agreement, neither party shall provide, without the consent of the other parties, any information to the media concerning this project.

ARTICLE VII – IDEMNIFICATION

The Partners shall save and hold the Corps free from all damages arising from services it performs or provides under this Agreement, except for damages due to the fault or negligence of the Corps or its contractors.

ARTICLE VIII – TERMINATION OR SUSPENSION

- a. If at any time the Partners fail to fulfill their obligations under this Agreement, the Operations Manager shall terminate this Agreement or suspend future performance under this Agreement unless the Corps determines that continuation of work on the Project is in the best interest of the United States or is necessary in order to satisfy agreements with any other non-Federal interest in connection with the Project.
- b. If the Corps fails to receive annual appropriations in amounts to meet Project expenditures for the then-current or upcoming fiscal year, the Corps shall so notify the Partners, 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 Corps receives sufficient appropriations or until either the Corps or the Partners elect 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 in relation to the Project and proceed to a final accounting in accordance with Article II of this Agreement.

ARTICLE IX – 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 first-class, registered or certified mail as follows:

If to the Partners:

CSRA Equestrian Club
5356 Magnolia Drive
Evans, GA 30809

Back Country Horsemen of Middle and South Georgia
P.O. Box 812
Farmington, GA 30638

Boy Scouts of America – Troop 10
714 Carriage Hill Place
Martinez, GA 30907

If to the Corps:

Operations Project Manager
J. Strom Thurmond Lake
510 Clarks Hill Hwy.
Clarks Hill, SC. 29821-9701

- 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.

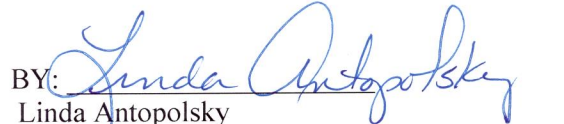
IN THE WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date signed by the Operations Project Manager, US Army Corps of Engineers, J. Strom Thurmond Lake & Dam.

The Department of the Army

BY: 
Scott M. Hyatt
Operations Project Manager
J. Strom Thurmond Lake

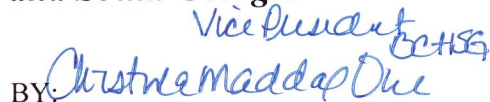
Date: 30 January 2013

CSRA Equestrian Club

BY: 
Linda Antopolsky
Central Savannah River Area Equestrian Club

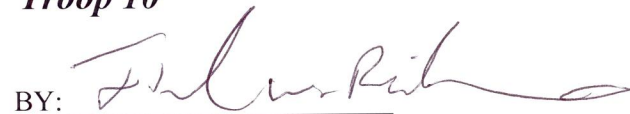
Date: 30 JAN 2013

**Back Country Horsemen of Middle
and South Georgia**

Vice President
BY: 
Gene Owen
Back Country Horsemen of Middle
And South Georgia

Date: 30 JAN 2013

**Boy Scouts of America –
Troop 10**

BY: 
Fred Ricketson
Boy Scouts of America – Troop 10

Date: 1/31/13

Challenge Partnership Financial Work Sheet

Corps Project Name: J. Strom Thurmond Dam and Lake
Work Project Title: Bussey Point Recreation Area
POC Name: Chrissy Westerberg
Address: 510 Clarks Hill Highway City: Clarks Hill State: SC Zip Code: 29821
Telephone: 864-333-1121
Location on Project: Bussey Point Recreation Area, Lincoln County, GA

Partner Organization 1: CSRA Equestrian Club
POC Name: Linda Antopolsky
Address: 5356 Magnolia Drive City: Evans State: GA Zip Code: 30809
Telephone: 706-799-4578

Partner Organization 2: Back Country Horsemen of Middle and South Georgia
POC Name: Gene Owen
Address: P.O. Box 812 City: Farmington State: GA Zip Code: 30638
Telephone: 706-319-0239

Partner Organization 3: Boy Scouts of America – Troop 10
POC Name: Fred Ricketson
Address: 714 Carriage Hill Place City: Martinez State: GA Zip Code: 30907
Telephone: 706-755-1446

	Local Corps Office	Handshake Funds	CSRA Equestrian Club	Back Country Horsemen	Boy Scouts	Total
Salaries	\$0	N/A	\$0	\$0	\$0	\$0
Travel	\$0	N/A	\$0	\$0	\$0	\$0
Materials and Supplies	\$4,000	\$5,000	\$2,000	\$0	\$0	\$11,000
Equipment Use	\$0	\$20,000	\$6,000	\$0	\$0	\$26,000
Funds Contributed	N/A	N/A	\$0	\$0	\$0	\$0
Personal Property	N/A	N/A	\$5,000	\$0	\$0	\$5,000
Volunteer	N/A	N/A	\$3,000	\$2,000	\$2,000	\$7,000
In-Kind Services	N/A	N/A	\$3,000	\$2,000	\$2,000	\$7,000
Other (explain below)	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$4,000	\$25,000	\$19,000	\$4,000	\$4,000	\$56,000
Share of Total Cost	7.1%	44.6%	33.9%	7.1%	7.1%	100%