

ROUTING AND TRANSMITTAL SLIP

Date
10/28/2013

TO: (Name, office symbol, room number, building, Agency/Post)	Initials	Date
1. Kathy Griffin, OP	KG	17 Oct 13
2. Rich Lockwood, OP	[Signature]	13 10 29
3. Rich Sprunk, OC	[Signature]	10/30/13
4. Joyce Voynick, XO	[Signature]	30 OCT
5. Lenna Hawkins, DPM	[Signature]	1 NOV 13
6. LTC Riemer, DDE	[Signature]	4 NOV 13
7. COL Lindstrom, DE	[Signature]	5 NOV 13

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

REMARKS

Purpose: Seek the District Engineer's signature for the Challenge Partnership Agreement for Tionesta Lake's Kellettsville Multipurpose Pavilion.

No O&M or other funds required other than the \$19K provided by this program

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

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

WAGNER.SAMUEL.FREDERICK.1034331606

Digitally signed by WAGNER.SAMUEL.FREDERICK.1034331606
DN: c=US, o=U.S. Government, ou=DoD, ou=PKI, ou=USA,
cn=WAGNER.SAMUEL.FREDERICK.1034331606
Date: 2013.10.28 12:17:55 -04'00'

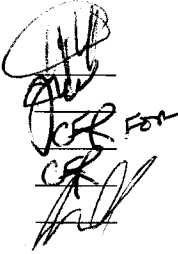
[Signature]

Room Number - Building

Phone Number

28 October 2013

Sprunk, OC
Voynick, XO
Hawkins, DPM
LTC Reimer, DDE
COL Lindstrom, DE



SIGNATURE BRIEF

- I. **PURPOSE/REASON FOR THE CORRESPONDENCE:** Seek the District Engineer's signature for the Challenge Partnership Agreement for Tionesta Lake's Kellettsville Multipurpose Pavilion.
- II. **ISSUE:** The Corps awarded Tionesta Lake a handshake grant, in the amount of \$19,000, under the FY 2013 Handshake Partnership Program. The District then developed this Challenge Partnership Agreement, acquired partner's signatures to the agreement, and hereby submit the agreement for COL Lindstrom's signature.
- III. **III DISCUSSION:** Tionesta Lake's partnership program with several local partners will construct a multipurpose pavilion at the Kellettsville Recreation Area.

The Handshake Program offers a source of seed money to Corps installations that are entering into partnership projects.

The Challenge Partnership Agreement formalizes the Handshake Grant Application.

Partners include the Iron Chapter of Trout Unlimited, Forest Area School District, and a local Boy Scout unit.

The grant (\$19k) and challenge partners non monetary contributions will enable the pavilion to be constructed in full. JCR

IV. **RECOMMENDATION:**

That the District Engineer sign all 5 copies of the Challenge Partnership Agreement for Tionesta Lake's Kellettsville Multipurpose Pavilion and return to the POC.

V. **POC:**

Samuel F. Wagner, OP-R, X7586

CHALLENGE PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
TROUT UNLIMITED, IRON FURNACE CHAPTER,
BOY SCOUTS OF AMERICA, FRENCH CREEK COUNCIL,
FOREST AREA SCHOOL DISTRICT

THIS AGREEMENT, entered into this 16 day of October, 2013, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander, U.S. Army Engineer District Pittsburgh, and Trout Unlimited, Iron Furnace Chapter (TU), represented by Bruce Dickson; Boy Scouts of America, French Creek Council, (Troop 82), represented by Rick Witherell; Forest Area School District, represented by its Board of School Directors.

WITNESSETH, THAT:

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

WHEREAS, the installation of a multipurpose educational pavilion near Tionesta Creek will increase the recreational opportunities for the public, and

WHEREAS, the Partners are interested in promoting and assisting the Government in providing this pavilion, and

WHEREAS, it is mutually beneficial to the Government and the Partners to work cooperatively to make this pavilion available to the public, and

WHEREAS, the Partners, in order to assist the Government in this project have voluntarily agreed to make contributions to the project, 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 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 a 36' x 24' pavilion with electric access to provide a convenient place for school groups to conduct outside classroom learning about the aspects of water quality and a place for the public to recreate, as generally described in the 2013 Handshake Program Application of October 2012, attached.

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 contributions 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 a picnic pavilion kit (24'X36'), fill material, concrete slab, materials for tables, and landscape supplies. Electric service for the pavilion will be available from the nearby rest room.

c. The government will also provide general oversight of the project construction and assist with oversight of volunteers.

d. The Partners shall provide:

1. TU already has the real time water quality monitoring station in place and will provide the technical expertise for training the educators on how the equipment works and how it should be presented to the students. TU will also obtain the services of a general contractor to install a pavilion and, in conjunction with the Government, oversee this process. TU members will help in the construction of the pavillion.

2. Troop 82 will work as volunteers in assembling the tables together and landscaping around the pavilion.

3. Forest Area School District will provide volunteer labor by incorporating their vocational-technical education students into the building process.

e. 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.

f. No Federal funds may be used to meet the Partners' 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 Partners' contribution required in accordance with Article II.d. of this Agreement. On the effective date of this Agreement, total project costs are projected to be \$19,000, and the Partners' contribution required under Article II.d. of this Agreement is projected to be valued at \$31,300. 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. The Partners' projected contribution of funds required for this project is zero (\$0) dollars.

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.

1. In the event the final accounting shows that the total contribution provided by the Partners is less than its required share of total project costs, the Partners shall, no later than 90 calendar days after receipt of written notice, make a payment to the Government of whatever sum, if any, is required to meet the Partners' required share of total project costs.

2. In the event the final accounting shows that the total contribution provided by the Partners exceeds its required share of total project costs, the Government shall, subject to the availability of funds, refund the excess to the Partners no later than 90 calendar days after the final accounting is complete. In the event existing funds are not available to refund the excess to the Partner, the Government shall seek such appropriations as are necessary to make the refund.

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 they perform or provide 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 fail to fulfill their 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 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 Partners elect 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 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. Any delinquent payment shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13-week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3-month period if the period of delinquency exceeds 3 months.

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: Bruce Dickson (Trout Unlimited-Iron Furnace Chapter)
 P.O. Box 324
 Clarion, PA 16214

 Rick Witherell Boy Scouts of America,
 French Creek Council, (Troop 82)
 552 Smokey Hill
 Tionesta, PA 16353

 Amanda Hetrick, Forest Area School District
 22318 Route 62
 Tionesta, PA 16353

If to the Government: Natural Resources Specialist
 Natural Resources Section
 U.S. Army Corps of Engineers
 Pittsburgh District
 1000 Liberty Avenue
 Pittsburgh, PA 15222

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 Engineer, Pittsburgh District.

THE DEPARTMENT OF THE
ARMY

Trout Unlimited (Iron Furnace Chapter)

BY: 

By: 

Bruce Dickson

Title: Secretary

Date: 10/22/13

TITLE: District Engineer

DATE: 5 NOV 13

Boy Scouts of America, French Creek Council,
(Troop 82)

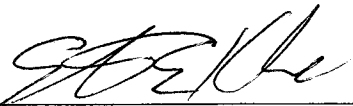
By: 

Rick Witherell

Title: Scout Leader

Date: 10/22/2013

Forest Area School District

By: 

Amanda Hetrick Elton Kline
Title: Superintendent President, Board
of School Directors

Date: 10/16/13

Attest:


Secretary, Board of
School Directors