

CHALLENGE PARTNERSHIP AGREEMENT  
BETWEEN  
THE DEPARTMENT OF THE ARMY  
AND  
Genesee Valley Educational Partnership  
Finger Lakes Trail Conference  
SUNY Geneseo Outing Club

THIS AGREEMENT, entered into this day of June 17th, 2014, by and between the Department of the Army (hereinafter the "Government"), represented by the Operations Project Manager, U.S. Army Engineer District Buffalo, and the Genesee Valley Educational Partnership, Finger Lakes Trail Conference, and SUNY Geneseo Outing Club, (hereinafter the "Partners"), represented by Schuyler Daugherty, Richmond Hubbard, and Richelle Pennington.

WITNESSETH, THAT:

WHEREAS, the Government manages lands and waters at the Mount Morris Dam and Recreation Area which includes recreational opportunities for the public, and

WHEREAS, the installation of a "Wildlife Loop" as part of the Back Forty Habitat Improvement Project at the Mount Morris Dam and Recreation Area will increase the recreational opportunities for the public, and

WHEREAS the Partners are interested in promoting and assisting the Government in providing the Back Forty Habitat Improvement Project and Wildlife Loop trail, and

WHEREAS, it is mutually beneficial to the Government and the Partners to work cooperatively to make the Back Forty Habitat Improvement Project available to the public, and

WHEREAS, the Partners, in order to assist the Government in this project have voluntarily agreed to provide volunteer labor and materials, 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 financing and challenge cost-sharing 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 construction, development and maintenance of a one mile "wildlife loop" multi-use trail leading from the William B. Hoyt II Visitor Center to the Back Forty Habitat Improvement Area along the Finger Lakes Trail Letchworth Branch, as generally described in the Mount Morris Dam Back Forty Adaptive Management Plan (Appendix J, OMP), dated June 2013.

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 funds provided by the Partners, shall 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 and operate any heavy equipment for the trail construction and habitat restoration. The Government will also provide interpretive panels, subject to available funding. The Government will mow the meadow habitat as necessary.

c. The Partners shall provide assistance to the Government with implementation of the Back Forty Habitat Improvement Project. Specifically, GVEP and FLTC volunteers will assist the Government with trail construction, trail maintenance and blazing, and habitat improvement. GVEP students will also construct trail directional signage, and grow native wildflowers to be transplanted along the wildlife loop trail, which will be used to replace invasive plant species. SUNY Geneseo Outing Club students will assist with routine trail maintenance and upkeep, especially during events like National Public Lands Day and Earth/Arbor Day activities. The SUNY Geneseo Outing Club will also assist with the coordination of volunteer efforts and volunteer recruitment. GVEP students and SUNY Geneseo volunteers will also be assisting with the planting and transplanting of various native wildflowers and bushes.

### 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. On the effective date of this Agreement, total project costs are projected to be \$23,350, and the Partners' contribution required under Article II.b of this Agreement is projected to be valued at \$15,850. However, such amounts are estimates subject to adjustment and are not to be construed as the total financial responsibilities of the Government and the Partners. "Use of Equipment" described in Article II.b is an estimated value attributed to the partner's use of their own during trail construction (i.e. woodshop equipment used to make directional signage, saws used to cut tree limbs etc). No partner owned equipment will be donated or otherwise turned over to the Government during or following completion of the project. Materials which are contributed by the partners for this project, such as directional sign markers, will be handled as donations, and will ultimately become the property of the Government.

### 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 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 - TERMINATION OR SUSPENSION

a. If at any time one or more 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 the Government or the Partners 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 either the Government or the Partners 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.

## 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 by first-class, registered, or certified mail, as follows:

If to the Partners:      Finger Lakes Trail Conference  
                                  *Richmond D. Hubbard*  
                                  6111 Visitor Center Road  
                                  Mount Morris, NY 14510

                                  Genesee Valley Educational Partnership  
                                  *Schuyler Daugherty*  
                                  27 Lackawanna Ave  
                                  Mount Morris, NY 14510

                                  SUNY Geneseo Outing Club  
                                  *Richelle Pennington*  
                                  1 College Circle  
                                  Geneseo, NY 14454

If to the Government: Mount Morris Dam and Recreation Area

U.S. Army Engineer District Buffalo  
6103 Visitor Center Road  
Mount Morris, NY 14510

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 X - 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 Commander, Buffalo District,

The Department of the Army

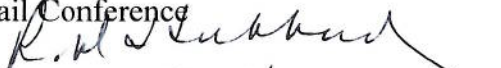
BY:

TITLE: Operations Project Manager

DATE:

Finger Lakes Trail Conference

BY:

  
RICHMOND D. HUBBARD

TITLE:


EXECUTIVE DIRECTOR

DATE:

08-14-14

Genesee Valley Educational Partnership

BY:

SCHOYLER H. S. DAUGHERTY 

TITLE:

INSTRUCTOR CONSERVATION/HEAVY MACHINERY

DATE: 8/14/2014

SUNY Geneseo Outing Club

BY: Richelle Pennington *Richelle Pennington*

TITLE: President

DATE: 8/18/14

### Challenge Partnership Financial Work Sheet

Corps Project Name: Mount Morris Dam and Recreation Area

Work Project Title: Back Forty Habitat Improvement Project

POC Name: Thomas M. Wenzel

Address: 6103 Visitor Center Road City: Mount Morris State: NY Zip Code: 14510

Telephone: 585 - 658 - 4790 x2233

Location on Project: Mount Morris Dam Recreation Area

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Partner Organization 1: Genesee Valley Educational Partnership

POC Name: Schuyler Daugherty

Address: 27 Lackawanna Avenue City: Mount Morris State: NY Zip Code: 14510

Telephone: 585 - 658 - 7811 x7835

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Partner Organization 2: Finger Lakes Trail Conference

POC Name: Dick Hubbard

Address: 6111 Visitor Center Road City: Mount Morris State: NY Zip Code: 14510

Telephone: 585 - 658 - 9320

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Partner Organization 3: SUNY Geneseo Outing Club

POC Name: Richelle Pennington

Address: 1 College Circle City: Geneseo State: NY Zip Code: 14454

Telephone: 631 - 617 - 2411

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Proposed start date of work: Project has been ongoing since 2011.

Simple description of work to be accomplished through the partnership: This partnership is resulting in habitat improvement through invasive species reduction, nature trail development, and planting of native wildflowers.

	<b>Local Corps Office</b>	<b>Handshake Funds</b>	<b>Partner 1</b>	<b>Partner 2</b>	<b>Partner 3</b>	<b>Total</b>
Salaries	\$2,000	N/A	\$0	\$0	\$0	\$2,000
Travel	\$0	N/A	\$0	\$0	\$0	\$0
Materials and Supplies	\$500	\$4,000	\$1,000	\$100	\$0	\$5,600
Equipment Use	\$1,000	\$0	\$1,000	\$0	\$1,000	\$3,000
Funds Contributed	N/A	N/A	\$0	\$0	\$0	\$0
Personal Property	N/A	N/A	\$250	\$0	\$0	\$250
Volunteer	N/A	N/A	\$5,000	\$0	\$2,000	\$7,000
In-Kind Services	N/A	N/A	\$2,000	\$500	\$2,000	\$4,500
Other (explain below)	\$0	\$0	\$0	\$1,000	\$0	\$1,000
<b>Total</b>	<b>\$3,500</b>	<b>\$4,000</b>	<b>\$9,250</b>	<b>\$1,600</b>	<b>\$5,000</b>	<b>\$23,350</b>
<b>Share of Total Cost</b>	15.0%	17.1%	39.6%	6.9%	21.4%	100%

Explanations: The Government will use \$4000.00 in handshake funds to purchase interpretive panels for the wildlife loop. Local Corps Office salaries and labor will be used for oversight of trail construction and maintenance. Local Corps Office material costs include hand tools and supplies used for trail construction. Local Corps Office equipment costs account for the use of project-owned equipment such as wood chipper, brush hog, and tractor. GVEP (partner 1) equipment and materials costs are estimated for the creation of directional signage, tool use, and equipment use related to this project either on-site or in the classroom. GVEP will also provide volunteer labor (In-Kind Services) to assist with trail design, construction, and maintenance. The FLTC (Partner 2) will provide supplies to paint trail markers along the trail path and volunteer labor (In-Kind Services) to assist with trail design and trail marker painting. The SUNY Geneseo Outing Club (Partner 3) will provide volunteer labor (In-Kind Services) to construct and maintain the trail and associated features (e.g. wildflower plantings etc).