

JPF
1
Date 06/30/09 DPF

ROUTING AND TRANSMITTAL SLIP

TO:	(Name, office symbol, room number, building, Agency/Post)	Initials	Date
1.	Day OP-TR my e-mail addressed!	SD	10/1/09
2.	Giohan OC	RLO	1 July 09
3.	OP →	MJ	1 July 09
4.			
5.			

Action	File	Note and Return
Approval	For Clearance	Per Conversation
As Requested	For Correction	Prepare Reply
Circulate	For Your Information	See Me
Comment	Investigate	Signature
Coordination	Justify	

REMARKS

Kew/Joe

This is signed agreement for MR. Fullers Signature. Electronic version was circulated in early may. Please Review one last Time.

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

FROM: (Name, org. symbol, Agency/Post) <div style="font-size: 1.5em; text-align: center;">Jerry Fulton</div>	Room No.—Bldg. Phone No. <u>3005</u> EXT <u>3005</u>
--	--

Challenge Partnership Agreement

between

**The Department of the Army *and* Boy Scouts of America,
Henry County Horse and Saddle Club, Inc. *and*
Hunt Haven Ranch *and* Triple M Riding Club, Inc.**

THIS AGREEMENT, entered into this 19th day of June 2009, by and between the U. S. Army Corps of Engineers (hereinafter the "Corps"), represented by the Apalachicola Chattahoochee Flint (hereinafter the "ACF") Project Operations Manager, U.S. Army Corps of Engineers, Mobile Engineer District; Boy Scouts of America, Henry County Horse and Saddle Club and Hunt Haven Ranch and Triple M Riding Club, Inc.

WITNESSES, THAT:

WHEREAS, the Corps manages publicly owned lands and waters at Walter F. George Lake in Alabama and Georgia and is responsible for preserving and restoring habitat for plants, fish and wildlife while protecting endangered and threatened species, and

WHEREAS, the construction of a multi-use trail on the West Bank area of Walter F. George Lake will increase the recreational opportunities for the public, and

WHEREAS, the Boy Scouts of America, Henry County Horse and Saddle Club and Hunt Haven Ranch and Triple M Riding Club, Inc., are interested in promoting and assisting the Government in providing this Highland Interpretive Nature and Equestrian Trail and

WHEREAS, it is mutually beneficial to the Corps and the Boy Scouts of America, Henry County Horse and Saddle Club, Inc. and Hunt Haven Ranch and Triple M Riding Club, Inc., to work cooperatively to make this accessible Interpretive Nature and Equestrian Trail available to the public, and

WHEREAS, the Boy Scouts of America, Henry County Horse and Saddle Club, Inc., and Hunt Haven Ranch, and Triple M Riding Club, Inc., in order to assist the Corps in this project has voluntarily agreed to participate in developing this course, 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 Boy Scouts of America, Henry County Horse and Saddle Club, Inc., and Hunt Haven Ranch and Triple M Riding Club, Inc., and apply those contributions to the Project, and

WHEREAS, the Corps and the Boy Scouts of America, Henry County Horse and Saddle Club, Inc., and Hunt Haven Ranch and Triple M Riding Club, Inc., have the full authority and capability to perform as hereinafter set forth with the terms of this agreement;

NOW THEREFORE, the Corps, Boy Scouts of America, Henry County Horse and Saddle Riding Club, Inc., and Hunt Haven Ranch and Triple M Riding Club, Inc., agree as follows:

ARTICLE I — DEFINITIONS AND GENERAL PROVISIONS

For purposes of this agreement:

a. The term "Project" shall mean the construction and maintenance of a Nature/Equestrian Trail, installation of benches, interpretive signs, hitching posts and information boards in the public area located south of Highland Park. The trail will have several switchbacks and two foot bridges along the shoreline of Walter F. George Lake. All bridges will be handicap accessible with rails.

b. The term "total project costs" shall mean all costs incurred by the Corps and the Partners directly related to performance of the project.

c. This Agreement in no way restricts the Corps, Boy Scouts of America, Henry County Horse and Saddle Club, Inc., and Hunt Haven Ranch, Triple M Riding Club, Inc., from participating in similar activities or arrangements with or accepting contributions from other public and private agencies, organizations, or 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 Corps, subject to and using funds appropriated by the Congress of the United States (hereinafter the “Congress”), and using funds provided by the Partners, shall expeditiously work with Partners on constructing the Project, applying those procedures usually applied to Federal projects, pursuant to Federal laws, regulations, and policies. The award of contracts, modifications or changes orders, and performance of all work on the Project (whether the work is performed under contract or by the Corps personnel) shall be exclusively within the control of the Corps.

b. The Corps shall provide the design and layout of the trail and materials. It will assist when needed in building of waypoint stations and areas for special access for the disabled. The Corps will provide, if available, four campsites for Scouts and Leaders while working on proposed trail. Walter F. George Management Office will approve, publish and distribute any flyers, brochures etc. All fees collected from public will be governed by the Corps.

c. The Boy Scouts of America will provide their own tools when constructing the hiking part of the trail. The Scouts will build 6 park benches and 2 foot bridges. The Scouts will provide all labor and design Trail Flyers to be used with the project. When needed, the Scouts may work a maximum of 2 days a week for upkeep of trail.

d. The Henry County Horse and Saddle Club, Inc., and Hunt Haven Ranch, Triple M Riding Club, Inc., will perform labor and/or provide equipment and maintain trail when needed after construction; will perform cleanup in parking area after all special events, to insure safety for public, riders and horses. All riding clubs must secure special event permits for organized trail events. Since this will be a multi-use trail, the riding clubs must inform users that they may encounter hikers while riding. The Henry County Horse and Saddle Club, Inc., Hunt Haven Ranch and Triple M Riding Club, Inc., when possible will keep logs on number of visitors using the trails.

e. Hunt Haven Ranch will assist in clearing of area for visitor parking and digging holes for constructing of bridges and signs. .

f. 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 provisions of this Article.

g. No federal funds may be used to meet the Partner's total project costs under this Agreement.

h. This agreement will in no way restrict the general public's use of this area.

i. The Highland West Bank area is also used for hunting during the year. The partners will notify Walter F. George Management of any special events planned during this period.

ARTICLE III — ACCOUNTING

a. Prior to commencing work, the Corps shall prepare a Preliminary Financial Worksheet. This worksheet shall generally describe the activity, designate contact persons and delineate the estimated total cost with contributions to be made by each party. The partners shall assist in preparing this worksheet by furnishing the Corps with its actual cost 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 cost of the Project, each party's contribution provided thereto, and each party's share thereof. The Partner shall assist in preparing this worksheet by furnishing the Corps with its actual costs as per the itemized list found therein.

c. Separate from work to be performed under this agreement all parties; U.S. Army Corps of Engineers, Boy Scouts of America, Henry County Horse and Saddle Club, Inc., Hunt Haven Ranch and Triple M Riding Club, Inc., agree to the following:

- 1 Continue their efforts to promote preserve and restore habitats for plants, and wildlife.
- 2 Continue to seek to obtain involvement of the private sector in an effort to expand this program.
- 3 Continue to work together to develop systems to administer the program, which meet each others needs and requirements.

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 equally 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 exercising 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, Public Law 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 none is to be considered the officer, agent, or employee of the other.

b. No 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 violation of any law, or pursuant to any cause of action that the other party may have.

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 from this agreement.

ARTICLE VIII — *INDEMNIFICATION*

The Partners shall hold and save the Corps 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 Corps or its contractors. .

ARTICLE IX — *TERMINATION OR SUSPENSION*

a. If at any time either Partner fails to fulfill its obligations under this Agreement, the Chief of Operations Division, US Army Corps of Engineers, Mobile Engineer District shall terminate this Agreement, or suspend future performance under this Agreement, unless it is determined 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 Corps fails to receive annual appropriations in amounts sufficient to meet Project expenditures for the then-current or upcoming fiscal year, the Corps shall so notify the Partners, and 60 calendar days thereafter any party may elect without penalty to terminate this Agreement or to suspend future performance under this Agreement. In the event that any 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. Either party may terminate this Agreement for any reason, other than that noted in Article X, b., by providing the other party written notice 30-days prior to their intended termination date. All parties shall then conclude their activities relating to the Project and proceed to a final accounting in accordance with Article II. of this Agreement.

ARTICLE X — NOTICES

- a. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed as duly given if in writing and delivered personally; by registered first-class, or certified mail; or by telegram as follows:

If to Boy Scouts of America: Pack 5 Abbeville	Randy Williams 168 July Rd Columbia, AL 36319
---	---

If to the Government	William L. Smallwood Operations Project Manager ACF Rivers Project 427 Eufaula Rd Ft. Gaines, GA 39851
----------------------	--

If to the Henry County Horse and Saddle Club Inc.	Leigh Watford 4239 Co Rd, 7 Newville, AL 36353
--	--

If to Hunt Haven Ranch	Jackie Hunt 377 Co Rd, 97 Abbeville, AL 36310
------------------------	---

If to Triple M Riding Club Inc.	Connie Dozier 476 Parksville, Rd Edison, GA 39846
------------------------------------	---

- b. A party may change their address for receiving such communications by giving written notice to the other parties in the manner described above in paragraph a. of this Article.

c. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed as received by the addressee on the earlier of either the day of its actual receipt or the first business day following seven calendar days after it is mailed.

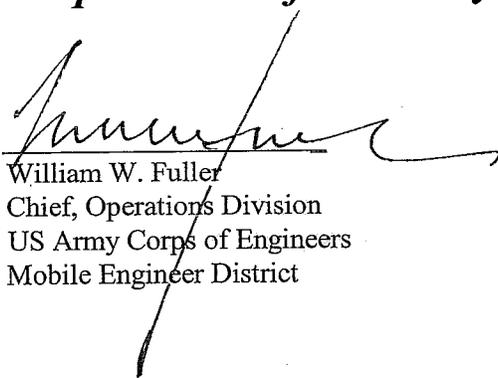
ARTICLE XI — CONFIDENTIALITY

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, Operations Division, US Army Corps of Engineers, Mobile Engineer District.

The Department of the Army

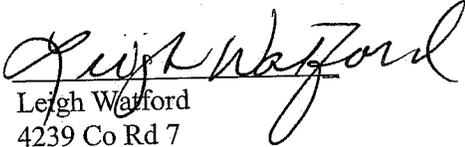
BY:



William W. Fuller
Chief, Operations Division
US Army Corps of Engineers
Mobile Engineer District

DATE: July 1, 2009

Henry County Horse and Saddle Club, Inc.

BY: 
Leigh Watford
4239 Co Rd 7
Newville, AL 36353

DATE: 5/24/09

Hunt Haven Ranch

By: 
Jackie Hunt
377 Co Rd 97
Abbeville, AL 36310

DATE: 5/24/09

Boy Scouts of America

By: Randy Williams

Randy Williams
Pack 5, Abbeville
168 July Rd
Columbia, AL 36319

DATE: 01 June 09

Triple M Riding Club, Inc.

By: Connie Dozier

Connie Dozier
Triple M Riding Club, Inc.
476 Parksville Rd
Edison, GA 39846

DATE: 6/6/09

HIGHLAND WEST BANK
WORKSHEET

	CORPS	HANDSHAKE FUNDS	BOY SCOUTS	HENRY COUNTY HORSE & SADDLE CLUB	HUNT HAVEN RANCH	TRIPLE M RIDING CLUB	TOTAL
SALARIES	\$ 8,064.00				\$ 288.00		\$8,352.00
TRAVEL			\$ 780.00	\$ 594.00		\$ 351.00	\$1,725.00
MATERIALS SUPPLIES			\$ 200.00				\$200.00
EQUIP USE			\$ 448.00		\$ 9,160.00		\$9,608.00
FUNDS CONTRIBUTED		\$ 10,000					\$10,000.00
PERSONAL PROPERTY							\$0.00
VOLUNTEER SERVICES			\$ 9,610.00	\$ 9,680.00	\$ 4,608.00	\$ 9,680.00	\$33,578.00
OTHER(EXPL ON NEXT LINE PRINTING COST	\$ 2,500.00						\$ 2,500.00
TOTAL	\$ 10,564.00	\$ 10,000.00	\$ 11,038.00	\$ 10,274.00	\$ 14,056.00	\$ 10,031.00	65,963.00
PERCENT	16.02%	15.16%	16.73%	15.58%	21.31%	15.21%	100%