

CHALLENGE PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
THE LOYALHANNA WATERSHED ASSOCIATION
AND
THE PENNSYLVANIA DEPARTMENT OF CONSERVATION AND NATURAL
RESOURCES
AND
THE BOY SCOUTS OF AMERICA TROOP 47
AND
THE DERRY AREA REVITALIZATION CORPORATION

THIS AGREEMENT, entered into this day of 12 August 2016, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander, U.S. Army Engineer District Pittsburgh, and the Loyalhanna Watershed Association (hereinafter "LWA"), the Pennsylvania Department of Conservation and Natural Resources Keystone State Park (hereinafter "Keystone"), the Boy Scouts of America Troop #47 (hereinafter "BSA") and the Derry Area Revitalization Corporation (hereinafter "DAR") hereinafter collectively referred to as the "Partners".

WITNESSETH, THAT:

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

WHEREAS, the installation of mile marker and identification signs along the Loyalhanna Creek Water Trail on Loyalhanna Lake will improve public safety and create a safer recreational experience for the public, and

WHEREAS the Partners are interested in promoting and assisting the Government in providing a safe water trail, and

WHEREAS, it is mutually beneficial to the Government and the Partners to work cooperatively to install mile marker signs along Loyalhanna Lake, and

WHEREAS, the Partners, in order to assist the Government in this project, have voluntarily agreed to supply materials and labor for this 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 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 the installation of 4 aluminum launch identification signs and 13 mile marker signs along Loyalhanna Creek, as generally described in Article XI.

b. The term "total project costs" shall mean all costs incurred by the Government and the Partners directly related to the purchase and installation of the signs.

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 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 handshake funds in the amount of \$5008 to cover the cost to purchase the signs.
- Devote approximately 22 hours of Park Ranger time to the project.

c. The Partners shall:

- Purchase the hardware and labor for installation of signs (LWA).
- Provide canoes to be utilized during installation and inspection (Keystone).
- Install the signs by boat or by foot (BSA).

- Assist by performing long term maintenance by inspecting the trail throughout the project (DAR, LWA, Keystone).
- Volunteers will replace signs as needed so that no additional operation and maintenance costs will be incurred by the Government.

d. 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.

e. 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.b. of this Agreement. On the effective date of this Agreement, total project costs are projected to be \$11,758, and the Partners' contribution required under Article II.b. of this Agreement is projected to be \$5,761.42. 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. 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.

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 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 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 elects 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.

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 Partners: Loyalhanna Watershed Association
Susan Huba, Executive Director
110 Andi Lane
Ligonier, PA 15658

Pennsylvania DCNR, Keystone State Park
Kris Baker, Superintendent
1150 Keystone Park Road
New Alexandria, PA 15670

Boy Scouts of America, Troop #47
Kevin Brunner, Troop Master
Calvary Church 125 Shaw Avenue
Turtle Creek, PA 15145

Derry Area Revitalization Corporation
Kris Baker
116 East First Avenue
Derry, PA 15627

If to the Government: U.S. Army Corps of Engineers Pittsburgh District
Loyalhanna Lake
440 Loyalhanna Dam Road
Saltsburg, PA 15681

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.

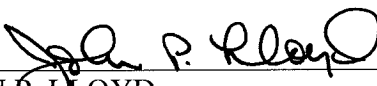
ARTICLE XI - CONFIDENTIALITY

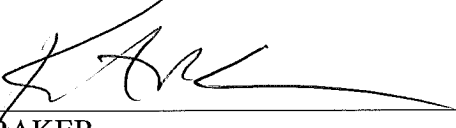
To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by Colonel Lloyd Pittsburgh District.

The Department of the Army


Pennsylvania Department of Conservation
and Natural Resources

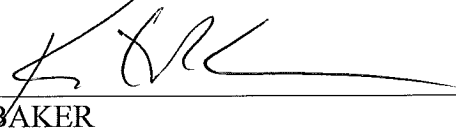
BY: 
JOHN P. LLOYD
DISTRICT COMMANDER
DATE: 29 Sep 2016

BY: 
KRIS BAKER
SUPERINTENDANT
DATE: 9.5.16


Loyalhanna Watershed Association

Derry Area Revitalization Corporation

BY: 
SUSAN HUBA
EXECUTIVE DIRECTOR
DATE: 9/8/2016

BY: 
KRIS BAKER
COUNCIL CHAIRMAN
DATE: 9.5.16

Boy Scouts of America, Troop 47

BY: 
KEVIN BRUNNER
SCOUTMASTER
DATE: 8-29-2016

Challenge Partnership Financial Work Sheet

Corps Project Name: Loyalhanna Lake

Work Project Title: Loyalhanna Creek Water Trail Signage

POC Name: April Richards, Park Ranger

Address: 440 Loyalhanna Dam Road City: Saltsburg State: PA Zip Code: 15681

Telephone: 724 - 639 - 9013 x3

Location of Project: Loyalhanna Lake

Partner Organization 1: Loyalhanna Watershed Association

POC Name: Susan Huba, Executive Director

Address: 110 Andi Lane City: Ligonier State: PA Zip Code: 15658

Telephone: 724 - 238 - 7560

Partner Organization 2: Pennsylvania DCNR, Keystone State Park

POC Name: Kris Baker, Superintendent

Address: 1150 Keystone Park Road City: Derry State: PA Zip Code: 15627

Telephone: 724 - 668 - 2485

Partner Organization 4: Boy Scouts of America, Troop 47

POC Name: Kevin Brunner

Address: Calvary Church 125 Shaw Ave City: Turtle Creek State: PA Zip Code: 15145

Telephone: 412 -287 - 5970

Partner Organization 3: Derry Area Revitalization Corporation

POC Name: Kris Baker

Address: 116 East First Ave City: Derry State: PA Zip Code: 15627

Telephone: 724 - 689 - 7266

Proposed start date of work: 01 April 2017, Signs will be ordered September 2016

Simple description of work to be accomplished through the partnership: The Loyalhanna Water Trail is an existing water trail system, which if managed properly will last for decades to come. This partnership will purchase and install aluminum mile marker signs along the Loyalhanna Water Trail. Two sets of 4 launch identification signs and two sets of 13 mile marker signs, all compliant with Corps sign standards will be purchased, installed and periodically inspected. The Boy Scouts of America, Troop 47 agreed to help LWA install the proposed signs. While some of the signs can be installed via land, others must be installed by boat or canoe. The majority of the signs will be installed on 4X4 posts along the creek, but some will have to be hung by chain from tree branches to avoid damage during high water events. Members of Keystone State Park, LWA, and the Derry Area Revitalization Committee have all agreed to assist with the long term maintenance of the trail by performing inspections throughout the years to come.

Double click on spreadsheet to access data entry fields:

	Local Corps Office	Handshake Funds	Partner 1	Partner 2	Partner 3	Partner 4	Total
Salaries	\$1,000	N/A	\$500	\$500	\$0	\$0	\$2,000
Travel	\$0	N/A	\$500	\$0	\$0	\$0	\$500
Materials and Supplies	\$0	\$5,008	\$500	\$0	\$0	\$0	\$5,508
Equipment Use	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Funds Contributed	N/A	N/A	\$0	\$0	\$0	\$0	\$0
Personal Property	N/A	N/A	\$0	\$500	\$0	\$0	\$500
Volunteer	N/A	N/A	\$0	\$0	\$750	\$2,500	\$750
In-Kind Services	N/A	N/A	\$0	\$0	\$0	\$0	\$0
Other (explain below)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$1,000	\$5,008	\$1,500	\$1,000	\$750	\$2,500	\$11,758
Share of Total Cost	8.5%	42.6%	12.8%	8.5%	6.4%	21.3%	100%

Explanations: The Government expects to spend approximately 22 hours (Park Ranger) working on the project. The handshake agreement would cover the cost to purchase the signs for \$5008. The LWA is planning on spending 25 hours installing a number of signs, which would include travel and they are supplying the hardware. Keystone is willing to provide canoes for the BSA to utilize during installation, worth \$500. We are estimating that the BSA will have 100 hours of volunteer work for installing signs either by boat or by foot.