

**CHALLENGE PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
THE PENNSYLVANIA STRIPED BASS ASSOCIATION
AND
THE FRIENDS OF RAYSTOWN LAKE
AND
THE HUNTINGDON COUNTY VISITORS BUREAU**

THIS AGREEMENT, entered into this day of 06 February 2017, by and between the Department of the Army (hereinafter the "Government"), represented by Nicholas Krupa, Operations Project Manager, Raystown Lake Project, U.S. Army Corps of Engineers Baltimore District, and The Pennsylvania Striped Bass Association (PSBA) represented by Dave Rhodes, President; The Friends of Raystown Lake (FRL) represented by Ron Rabena, President; and The Huntingdon County Visitors Bureau (HCVB) represented by Matt Price, Executive Director (hereinafter the "Partners"),

WITNESSETH, THAT:

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

WHEREAS, the protection and restoration of the fishery will improve the sustainability of the natural ecosystem and increase the recreational opportunities for the public, and

WHEREAS the Partners are interested in promoting and assisting the Government in providing the resource protection and restoration while supporting recreational opportunities, and

WHEREAS, it is mutually beneficial to the Government and the Partners to work cooperatively to promote protection and restoration of the lake fishery while supporting recreational opportunities available to the public, and

WHEREAS, the Partners, in order to assist the Government in this project have voluntarily agreed to pay a portion of the cost or provide in-kind services, 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 development of a striped bass nursery for the purpose of spawning and raising striped bass to be released into Raystown Lake. The goal of this project is to aid the striped bass stocking efforts of the Pennsylvania Fish and Boat Commission to ensure a sustainable population of the species within the Raystown Lake Fishery.

The term of this Project will be 1 February 2017 through 31 December 2018. Upon completion of this term, the Government and the Partner will review Project and may enter into a subsequent agreement to continue the Project if desired.

- b. The term "total project costs" shall mean all costs incurred by the Government and the Partners directly related to 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. Any and all improvements conducted to Government land and facilities as well as any work accomplished under this agreement shall become the property of the Government (unless otherwise specified).

ARTICLE II – OBLIGATIONS OF THE PARTIES

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 hold the Project, applying those procedures usually applied to Federal projects, pursuant to Federal laws, regulations, and policies.

a. The Government shall provide the following as listed below:

The Raystown Lake Project (Partnership Value: \$8,844) shall provide:

- (1) Oversight and coordination among partners throughout the scope of the project. This includes staff time to oversee volunteer activities and work necessary to complete contracts or purchases necessary for the implementation of the features necessary for the facility.
- (2) The use of approximately 612 square feet within the Maintenance Complex, brown pole building formally known as the "office area" in addition to the use of approximately 612 square feet known as Bay 1 for a total area of approximately 1224 square feet. The space has been designated and mutually agreed upon with the Partners. A diagram of the designated space is included as Appendix A.
- (3) Water access. The Government will provide access to water. Water will be made available at the Maintenance Building, Water Treatment Plant, Dump Station, or at another mutually agreed upon location. The Government will allow for the testing of the water by the Partners. The Government is unable to provide wastewater access; therefore, the Government grants permission to place one recreational vehicle (camper) or portable toilet adjacent to the brown pole building. The recreational vehicle or portable toilet may only be utilized and left on-site during the period of this agreement and for the purpose of executing the project. The PSBA is responsible for any fees associated with placement and maintenance of the recreational vehicle or portable toilet.
- (4) Permission to complete improvements within the designated space. Due to the unfinished nature of the designated space; the Government grants permission to the Partners to complete permanent improvements within the designated space. The improvements shall be mutually agreed upon by the Government and the Partners in advance and shall remain as part of the site upon completion of the Project. Note: this does not include the necessary portable equipment (e.g. tanks etc.) supplied by the Partners for the spawning or raising of striped bass. It shall be the responsibility of the Partners to provide the necessary supplies, equipment, materials, and manpower necessary to execute the agreed upon improvements. Through this agreement, the Government may assist in improvements by providing material, equipment, and personnel depending upon availability.

- (5) Permission to place equipment necessary for the spawning and raising of striped bass within the designated space. The Government will provide access to the building through use of the Government key system.
- (6) Personnel and equipment to assist in a variety of aspects related to the Project. Such aspects may include:
 - Use of personnel and equipment to assist in stocking (release) of the striped bass into Raystown Lake.
 - Personnel to assist in media and information release.

Handshake Program (Partnership Value: \$9,000.00):

- (1) The Handshake Program will provide funding which may be used to provide materials necessary in the renovation of the facility.
- (2) The Handshake Program will provide funding which may be used to provide equipment such as tanks and water purifying systems to include professional installation labor costs.
- (3) All portable equipment purchased with these funds becomes the property of the federal government and will be marked accordingly to distinguish it from property owned by the Partners.

b. The Partners shall provide the following as listed below:

Pennsylvania Striped Bass Association (Partnership Value: \$20,963):

- (1) The Government with copies of all necessary permits and/or licenses related to the execution of the Project.
- (2) All equipment and personnel necessary to spawn, raise, and release striped bass into Raystown Lake. The Partner will be provided access to collect any water samples necessary to insure the composition of the water available by the Government is suitable for Project.
- (3) Provide or collect specimens necessary for the spawning or raising process ensuring the species collected do not include invasive or nuisance flora or fauna.

- (4) Proper disposal of all wastewater and waste material generated as part of the Project. The Partner may choose to provide a portable toilet or recreational vehicle for utilization during the execution of this agreement. The Partner agrees to assume all responsibility for the portable toilet or recreational vehicle.
- (5) All approved improvements to the designated space deemed necessary or desired for the execution of the project. The improvements shall be mutually agreed upon by the Government and the Partner in advance and shall remain as part of the site upon completion of the Project. Note: this does not include the necessary portable equipment (e.g. tanks etc.) supplied by the Partner for the spawning or raising of striped bass. It shall be the responsibility of the Partner to provide the necessary supplies, equipment, materials, and manpower necessary to execute the agreed upon improvements. Through this agreement, the Government may assist in improvements by providing materials, equipment, and personnel depending upon availability.
- (6) The PSBA will provide for all utilities (other than water) which may include electricity, heat, and telecommunications, necessary for the operation of the facility.

The Friends of Raystown Lake (Partnership Value: \$2,000):

- (1) The Friends of Raystown Lake will support this project by assisting in providing volunteer support which may occur during renovations or operation of the facility.
- (2) The Friends of Raystown Lake will support this project by raising awareness of the facility and of the environmental stewardship and recreation objectives of this project. Efforts may include articles in quarterly published newsletter and social media support.

The Huntingdon County Visitors Bureau (Partnership Value: \$2,500):

The Huntingdon County Visitors Bureau will support this project by raising awareness of the facility and of the environmental stewardship and recreation objectives of this project. Efforts may include coordination with local media, social media support, and contact with visitors/school groups.

- c. At the completion of the project, 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.

- d. No Federal funds may be used to meet the Partner's total project costs under this Agreement.

ARTICLE III - METHOD OF PAYMENT

- a. The Government shall maintain current records of contributions provided by the Partner and a current projection of total project costs upon request. 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 \$43,307, and the Partner's contribution identified as Article II.c. of this Agreement is projected to be \$25,463. 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 shall provide the contribution required identified as Article II.b. of this Agreement.
- c. Upon completion of the Project and resolution of all relevant claims and appeals, the Government shall conduct a final accounting and furnish the Partner 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(ies) 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 the proper portion of share 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 Partner fails to fulfill its obligations under this Agreement, the Operations Manager 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, all 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 Partners:

Pennsylvania Striped Bass Association
Dave Rhodes
P.O. Box 122
Newry, PA 16665
Phone: 814-658-2008

The Friends of Raystown Lake
Ron Rabena
P.O. Box 87
Hesston, PA 16647
Phone: 814-643-4894

Huntingdon County Visitors Bureau
Matt Price
6993 Seven Points Road
Hesston, PA 16647
Phone: 814-658-0060

If to the Government:

Raystown Lake Project
Operations Manager
6145 Seven Points Road
Hesston, PA 16647
Fax: 814-658-3313
Phone: 814-658-3405

- 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 Commander, Baltimore District or his/her designee.

The Department of the Army

BY: Dianne B. Edwardson
TITLE: Chief, Operations Division, Baltimore District, USACE

Signature: Dianne B. Edwardson Date: 2/2/2017

The Pennsylvania Striped Bass Association

BY: Dave Rhodes
TITLE: President, Pennsylvania Striped Bass Association

Signature: Dave Rhodes Date: 2-6-17

The Friends of Raystown Lake

BY: Ron Rabena
TITLE: President, Friends of Raystown Lake

Signature: Ron Rabena Date: 2/3/17

The Huntingdon County Visitors Bureau

BY: Matt Price
TITLE: Executive Director, Huntingdon County Visitors Bureau

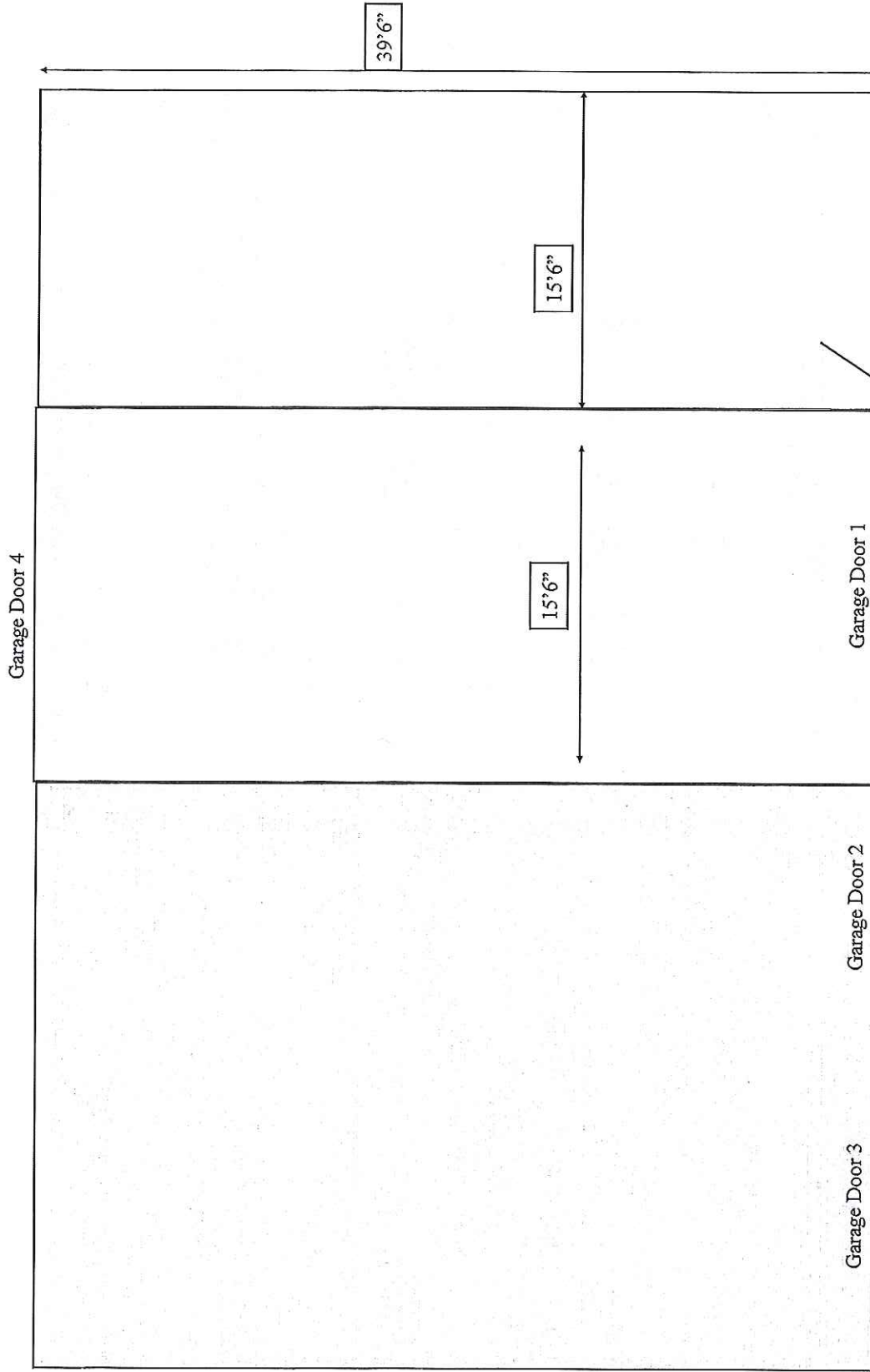
Signature: Matt Price Date: 2/3/17

ATTACHMENT A

	Local Corps Office	Handshake Funds	PSBA	FRL	HCVB
Salaries	\$2,044	N/A	\$0	\$0	\$0
Travel	\$0	N/A	\$0	\$0	\$0
Materials and Supplies	\$0	\$9,000	\$2,500	\$0	\$0
Equipment Use	\$3,600	\$0	\$0	\$0	\$0
Funds Contributed	N/A	N/A	\$0	\$0	\$0
Personal Property	N/A	N/A	\$0	\$0	\$0
Volunteer	N/A	N/A	\$16,963	\$1,500	\$0
In-Kind Services	N/A	N/A	\$0	\$500	\$2,500
Other (explain below)	\$3,200	\$0	\$1,500	\$0	\$0
Total	\$8,844	\$9,000	\$20,963	\$2,000	\$2,500
Share of Total Cost	20.4%	20.8%	48.4%	4.6%	5.8%
	41.2%				

Explanations: 1. COE Other (water usage charged to leased facilities on RLP). 2. PSBA Other (electricity bill).

Raystown Lake Project: Maintenance Complex, Brown Pole Building
Floor Plan



	Designated space to be occupied by the PSBA under the Challenge Partnership Agreement.
	Space to remain occupied by the Government under the Challenge Partnership Agreement.
Drawing not to Scale.	