



CHALLENGE PARTNERSHIP AGREEMENT  
BETWEEN  
THE DEPARTMENT OF THE ARMY  
CORPS OF ENGINEERS, BALTIMORE DISTRICT  
TIOGA-HAMMOND & COWANESQUE LAKES PROJECT  
AND  
FRIENDS OF TIOGA-HAMMOND AND COWANESQUE LAKES  
AND  
MANSFIELD UNIVERSITY KELCHNER FITNESS CENTER  
AND  
MANSFIELD UNIVERSITY CROSS COUNTRY TEAM  
AND  
MS. TIFFANY CUMMINGS

THIS AGREEMENT, entered into the \_\_\_\_ day of September 2017, by and between the Department of the Army, represented by the Chief, Operations Division, Baltimore District (hereinafter known as the "Government"), and the entities identified above (hereinafter known as the "Partners").

WITNESSETH, THAT:

WHEREAS, the purpose of this partnership agreement is to provide an alternative recreational fitness method for the public by constructing eight fitness stations within Lamb's Creek Recreation Area's Hike and Bike Trail at Tioga Lake. The total estimated cost of the facility to the U.S. Army Corps of Engineers and Partners listed herein amount to \$12,669;

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, it is mutually beneficial to the Government and the Partners to work cooperatively to make these fitness stations available to the public, and

WHEREAS, it is mutually beneficial to the Government and the Partner to work cooperatively to make these fitness stations available to the public, and

WHEREAS, the Partners has voluntarily agreed to make contributions, either financial and work in-kind, 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 partnering in accordance with the terms of this agreement;

WHEREAS, work on the Project is expected to begin in October 2017, materials and supplies being provided shall be available prior to commencement of construction, and construction and final cleanup of the Project will be completed no later than September 30, 2018.

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 8 proposed fitness trail stations made of concrete, metal, mulch and pressure treated wood, in Lamb's Creek Recreation area on Tioga Lake, as generally described in Appendix A: "Challenge Partnership Financial Work Sheet."

b. The term "total project costs" shall mean all costs incurred by the Government and the Partners directly related to construction of the project. All costs are estimated in the "Challenge Partnership Financial Work Sheet."

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 with assistance of 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 materials, labor and equipment to assist in the construction of the Project as shown in the Challenge Partnership Financial Work Sheet. The Government will provide oversight of the Project and ensure the safety of the Project when completed. The Government will also provide heavy equipment and an operator of that equipment to provide in-house services to complete the Project. Materials provided by the government include introductory and station signs, pre-assembled wood timber frames, wood timber/metal exercise apparatus, hardware, and directional arrows to guide users to the next exercise station.

c. The Partners shall provide materials and volunteer labor to assist in the construction of the Project as shown in the Challenge Partnership Financial Work Sheet. The \$2,000 in funding provided by the Partners will go towards cement mix, mulch and any additional resources required to complete the project.

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 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 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 Partner's 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 \$12,669, and the Partner's contribution required under Article II c. of this Agreement is projected to be \$6006. 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 under Article II c. of this Agreement in accordance with the following provisions: Not less than 120 calendar days prior to issuance of the solicitation for the first construction contract, the Government shall notify the Partners of the funds required from the Partners to meet its projected contribution, including its proportionate share of the Government's financial obligations incurred prior to the commencement of the period of construction. Prior to the issuance of the solicitation, the Partners shall provide the Government with the full amount of the required funds by delivering a check payable to "FAO, USAED, Baltimore District" to the Government's Project Representative. The Government shall draw from the funds provided by the Partners such sums as the Government deems necessary to cover: (a) the Partner's proportionate share of the Government's financial obligations incurred prior to the commencement of the period of construction; and (b) the Partner's proportionate share of the Government's contractual and in-house financial obligations as they are incurred during the period of construction. In the event the Government determines that the Partners must provide additional funds to meet its obligation, the Government shall notify the Partners of the additional funds required. Within 60 calendar days thereafter, the Partners shall provide the Government with a check for the full amount of the additional required funds.

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 is required to meet the Partner's 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 Partners, 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(s) 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 fails to fulfill its 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. 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: Partner Organization 1  
Friends of Tioga-Hammond & Cowanesque Lakes  
Mr. Aaron Carl  
5094 Route 349  
Westfield, PA 16950

Partner Organization 2  
Mansfield University Kelchner Fitness Center  
Ms. Amy Delozier  
80 Clinton Street  
Mansfield, PA 16933

Partner Organization 3  
Mansfield University Cross Country Team  
Mr. Michael Rohl  
75 South Academy Street  
Mansfield, PA 16933

Partner Organization 4  
Ms. Tiffany Cummings  
45 Wellsboro Street  
Mansfield, PA 16933

If to the Government: Tioga-Hammond & Cowanesque Lakes Project  
U.S. Army Engineer District, Baltimore  
710 Ives Run Lane  
Tioga, PA, 16946

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.

U.S. Army Corps of Engineers Baltimore District

BY: William P. Seib

DATE: 9/20/17

Mr. Bill Seib, Acting Operations Division Chief

Friends of Tioga-Hammond & Cowanesque Lakes

BY: Aaron Carl

DATE: 9-27-17

Mr. Aaron Carl, President

Mansfield University Kelchner Fitness Center

BY: Amy DeLozier

DATE: 10/23/17

Ms. Amy DeLozier, Director

Mansfield University Cross Country Team

BY: Michael Rohl

DATE: 10/23/17

Mr. Michael Rohl, Head Coach

Tiffany Cummings

BY: Tiff Cummings

DATE: 10/23/17

Ms. Tiffany Cummings



## Appendix A: Challenge Partnership Financial Work Sheet

Corps Project Name: Tioga-Hammond & Cowanesque Lakes Project

Work Project Title: Lambs Creek Hike and Bike Fitness Trail

POC Name: Robert Schnell, Operations Project Manager

Address: 710 Ives Run Lane

City: Tioga

State: PA

Zip Code: 16946

Telephone: 570 - 835 - 5281 x101

Location of Project: Mansfield Borough and Richmond Township, PA

---

Partner Organization 1: Friends of Tioga-Hammond & Cowanesque Lakes

POC Name: Aaron Carl, President

Address: 5094 Route 349

City: Westfield

State: PA

Zip Code: 16950

Telephone: 814 - 367 - 7096

---

Partner Organization 2: Mansfield University Cross Country  
Department

POC Name: Michael Rohl, Head Coach

Address: 75 South Academy Street

City: Mansfield

State: PA

Zip Code: 16933

Telephone: 570 - 662 - 4645

---

Partner Organization 3: Volunteer

POC Name: Tiffany Cummings

Address: 45 Wellsboro Street

City: Mansfield

State: PA

Zip Code: 16933

Telephone: 570 - 404 - 1560

---

Partner Organization 4: Mansfield University Kelchner Fitness Center

POC Name: Amy Delozier, Director

Address: 80 Clinton Street

City: Mansfield

State: PA

Zip Code:

16933

Telephone: 570 - 662 - 4865

---

Proposed start date of work: 10/01/2017

Simple description of work to be accomplished through the partnership:

	Local Corps Office	Handshake Funds	Friends of THC	Michael Rohl MU	Tiffany Cummings	Amy Delozier MU
Salaries	\$1,133	N/A	\$0	\$0	\$0	\$0
Travel	\$0	N/A	\$0	\$0	\$0	\$0
Materials and Supplies	\$200	\$5,000	\$2,000	\$0	\$0	\$0
Equipment Use	\$330	\$0	\$0	\$0	\$0	\$0
Funds Contributed	N/A	N/A	\$0	\$0	\$0	\$0
Personal Property	N/A	N/A	\$0	\$0	\$0	\$0
Volunteer	N/A	N/A	\$2,356	\$236	\$707	\$707
In-Kind Services	N/A	N/A	\$0	\$0	\$0	\$0
Other (explain below)	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total</b>	<b>\$1,663</b>	<b>\$5,000</b>	<b>\$4,356</b>	<b>\$236</b>	<b>\$707</b>	<b>\$707</b>
<b>Share of Total Cost</b>	13.1%	39.5%	34.4%	1.9%	5.6%	5.6%
<b>Total Project Cost</b>	<b>\$12,669</b>					
<b>Partner Contributions</b>	<b>\$6,006</b>					

#### Explanations:

The Local Corps Office will provide project management with Corps Ranger to plan, coordinate and operate heavy equipment. Additionally the Corps will provide at least \$200.00 for miscellaneous supply/material funds and \$330 worth of heavy equipment use (\$165/day for 2 days). Handshake funds of \$5,000 would provide introductory and station signs, pre-assembled wood timber frames, wood timber exercise apparatus, hardware, and directional arrows to guide users to the next exercise station. The Friends of Tioga-Hammond & Cowanesque Lakes would provide \$2,000 in funding and \$2,356 in volunteer labor = \$4,356. The \$2,000 in funding will go towards cement mix, mulch and any contingency resources required to fulfill the project. Mike Rohl (Mansfield University Cross Country Coach) would provide 10 hours in volunteer labor - \$236. Tiffany Cummings would provide 30 hours of volunteer labor - \$707. Amy Delozier (Mansfield University Kelchner Fitness Center) would provide 30 hours of volunteer labor - \$707.