

**CHALLENGE PARTNERSHIP AGREEMENT  
BETWEEN THE DEPARTMENT OF THE ARMY,  
BALTIMORE DISTRICT RAYSTOWN LAKE  
AND  
STANDING STONE DISC GOLF CLUB  
AND  
LET'S GO THROW  
AND  
FRIENDS OF RAYSTOWN LAKE  
AND  
HUNTINGDON COUNTY VISITORS BUREAU**

THIS AGREEMENT, entered into this 27th of April, 2021, by and between the Department of the Army U.S. Army Corps of Engineers Baltimore District (hereinafter the "Government"), and Standing Stone Disc Golf Club (hereinafter "SSDGC"), Let's Go Throw, the Friends of Raystown Lake (hereinafter "FRL"), and Huntingdon County Visitors Bureau (hereinafter "HCVB"). SSDGC, Let's Go Throw, FRL, and HCVB are identified as "Partners" in this agreement and are represented by directors, presidents, owners or other designated representatives as identified following Article XI of this agreement.

WITNESSETH, THAT:

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

WHEREAS, the installation of a disc golf course in Seven Points Recreation Area at Raystown Lake will increase the recreational opportunities for the public, and

WHEREAS the Partner is interested in promoting and assisting the Government in providing this disc golf course, and

WHEREAS, it is mutually beneficial to the Government and the Partner to work cooperatively to make this disc golf course available to the public, and

WHEREAS, the Partner, in order to assist the Government in this project has voluntarily agreed to pay a portion of the cost, 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 Partner and apply those contributions to the Project, and

WHEREAS, the Government and the Partner 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 include all reviews, clearances, and oversight of applicable environmental laws and regulations, as well as the design, installation, and construction of an eighteen-hole disc golf course in the Seven Points Recreation Area at Raystown Lake.
- b. The term "total project costs" shall mean all costs incurred by the Government and the Partners directly related to the project, estimated in the "Challenge Cost-Sharing Financial Work Sheet" identified in Appendix A.
- c. This agreement in no way restricts the Government or the Partners from participating in similar activities or arrangements with, or accepting contributions from, other public and private agencies, organizations, and individuals.
- d. All donated materials, equipment, 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 Partner, 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, subject to and using funds appropriated by Congress, provide materials and services identified in Appendix A, attached hereto and made a part hereof. This shall include providing materials, equipment, and labor necessary for land preparation and course installation.
  - **The Raystown Lake Project (Partnership Value: \$11,500):** Raystown Lake Project Staff will provide oversight and coordination among partners throughout the scope of the project. This includes staff time to oversee volunteer activities and services through the entire Project.
  - **Handshake (Partnership Value: \$25,000):** The Handshake Program will provide the funding for supplies and materials, as well as items such as signage, construction tools, and other items needed for the completion of the Project

c. The Partners shall provide professional design skills to assist with course layout prior to installation. Additionally, the Partners shall provide design suggestions regarding tee signs and course maps needed to complete the course, promotion of the course, and labor to complete installation. Additional Partner contributions of Materials and Supplies, Equipment, Funds, Volunteer Labor, In-Kind Services, and Promotional Services are identified in Appendix A.

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 Partner and a current projection of total project costs. At the conclusion of the Project the Government shall provide the Partners with a report setting forth all contributions provided in relation to 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.c. of this Agreement. On the effective date of this Agreement, total project costs are projected to be \$69,500 and the Partners collective contributions required under Article II.c. of this Agreement is projected to be \$33,000. Such amounts are estimates subject to adjustment and are not to be construed as the total financial responsibilities of the Government or of the Partners.

b. The Partners shall provide services required under Article II c. of this Agreement based on funding and/or volunteer availability.

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 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 all parties involved such a dispute. All of the parties involved in any such dispute would each pay an equal 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 Partner 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 Partner 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 Partner 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 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 any party may elect without penalty to terminate this Agreement or to suspend future performance under this Agreement. In the event that a 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 a 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 Partner:

Standing Stone Disc Golf Club (SSDGC) or Let's Go Throw  
Rick Romo  
9700 Frazier Crest  
Huntingdon, PA 16652  
Phone: 814-907-0720

Huntingdon County Visitors Bureau (HCVB)  
Matt Price  
6145 Seven Points Road  
Hesston, PA 16647  
Phone: 814-658-0060

The Friends of Raystown Lake (FRL)  
Ron Rabena  
PO Box 87  
Hesston, PA 16647  
Phone: 814-658-0116

If to the Government:

Operations Manager, Raystown Lake  
Jude Harrington  
6145 Seven Points Road  
Hesston, PA 16647  
Fax: 814-658-3313  
Phone: 814-658-6801

b. A party may change the address to which such communications are to be directed by giving written notice to the other parties 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

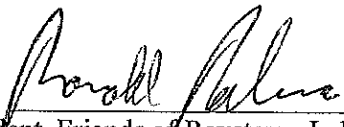
To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

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.

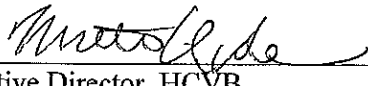
**The Department of the Army**

SIGNATURE:  DATE: 4/27/21  
TITLE: COL John T. Litz, Commander and District Engineer  
Baltimore District, U.S. Army Corps of Engineers

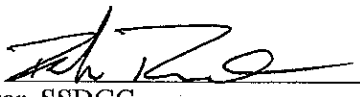
**The Friends of Raystown Lake**

SIGNATURE:  DATE: 2/23/21  
TITLE: President, Friends of Raystown Lake


**Huntingdon County Visitors Bureau**

SIGNATURE:  DATE: 2/18/21  
TITLE: Executive Director, HCVB

**Standing Stone Disc Golf Club**

SIGNATURE:  DATE: 2/19/21  
TITLE: Director, SSDGC

**Let's Go Throw**

SIGNATURE:  DATE: 2/19/21  
TITLE: Owner, Let's Go Throw

## APPENDIX A

Proposed start date of work: August 1, 2021

Simple description of work to be accomplished through the partnership: Design and build an 18-hole disc golf course in Seven Points Recreation Area at Raystown Lake.

### Challenge Partnership Financial Work Sheet

	Raystown Lake Office	Handshake Funds	SSDGC	FRL	HCVB	Let's Go Throw
Salaries	\$5,000	N/A	\$0	\$0	\$3,000	\$0
Travel	\$0	N/A	\$0	\$0	\$0	\$0
Materials and Supplies	\$5,000	\$25,000	\$5,000	\$0	\$0	\$0
Equipment Use	\$1,500	\$0	\$0	\$1,500	\$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	\$8,000	\$1,500	\$500	\$500
In-Kind Services	N/A	N/A	\$5,000	\$0	\$0	\$3,000
Other (Promo Services)	\$0	\$0	\$0	\$0	\$5,000	\$0
<b>Total</b>	<b>\$11,500</b>	<b>\$25,000</b>	<b>\$18,000</b>	<b>\$3,000</b>	<b>\$8,500</b>	<b>\$3,500</b>
<b>Share of Total Cost</b>	16.5%	36.0%	25.9%	4.3%	12.2%	5.0%
	52.5%					

	Partner 5	Partner 6	Partner 7	Partner 8	Partner 9	Partner 10
Salaries	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Materials and Supplies	\$0	\$0	\$0	\$0	\$0	\$0
Equipment Use	\$0	\$0	\$0	\$0	\$0	\$0
Funds Contributed	\$0	\$0	\$0	\$0	\$0	\$0
Personal Property	\$0	\$0	\$0	\$0	\$0	\$0
Volunteer	\$0	\$0	\$0	\$0	\$0	\$0
In-Kind Services	\$0	\$0	\$0	\$0	\$0	\$0
Other (explain below)	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Share of Total Cost</b>	0.0%	0.0%	0.0%	0.0%	0.0%	0

	Partner 11	Partner 12	Partner 13	Partner 14	Partner 15	Total
Salaries	\$0	\$0	\$0	\$0	\$0	\$8,000
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Materials and Supplies	\$0	\$0	\$0	\$0	\$0	\$35,000
Equipment Use	\$0	\$0	\$0	\$0	\$0	\$3,000
Funds Contributed	\$0	\$0	\$0	\$0	\$0	\$2,000
Personal Property	\$0	\$0	\$0	\$0	\$0	\$0
Volunteer	\$0	\$0	\$0	\$0	\$0	\$10,500
In-Kind Services	\$0	\$0	\$0	\$0	\$0	\$6,000
Other (explain below)	\$0	\$0	\$0	\$0	\$0	\$5,000
<b>Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$69,500</b>
<b>Share of Total Cost</b>	0.0%	0.0%	0.0%	0.0%	0.0%	100%