

CHALLENGE PARTNERSHIP AGREEMENT  
BETWEEN  
THE DEPARTMENT OF THE ARMY  
CORPS OF ENGINEERS, BALTIMORE DISTRICT  
JENNINGS RANDOLPH LAKE  
AND  
THE FRIENDS OF JENNINGS RANDOLPH LAKE, INC.  
AND  
SOUTHERN HIGH SCHOOL ARCHERY CLASS  
AND  
BOY SCOUTS OF AMERICA, KEYSER, TROOP 27  
AND  
MINERAL COUNTY 4-H MOUNTAINEER ARCHERY GROUP  
AND  
MINERAL COUNTY PARKS AND RECREATION COMMISSION  
AND  
MINERAL COUNTY CONVENTION & VISITOR'S BUREAU  
AND  
KNOBLEY FARMS  
AND  
A.L.L. CONSTRUCTION  
AND  
JAY'S ARCHERY PRO SHOP & 3-D RANGE  
AND  
HAROLD BENNETT  
AND  
EVENING KIWANIS  
AND  
MINERAL COUNTY SHERIFF'S OFFICE  
AND  
POTOMAC-GARRETT STATE FOREST

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the Department of the Army represented by the Chief of Operations, U.S. Army Corps of Engineers, Baltimore District (hereinafter known as the "Government"), and those entities identified above (hereinafter known as the "Partners").

WITNESSETH, THAT:

WHEREAS, the purpose of this partnership agreement is to provide and expand an existing 15 target 3-D Archery Course into a tournament grade 30 target 3-D Archery Course and add four additional ADA compliant field target shooting lanes all within the Robert W. Craig Recreation Area. The total estimated cost of the facility to the U.S. Army Corps of Engineers and Partners listed herein amounts to \$32,240, and

WHEREAS, Section 225 of the Water Resources Development Act of 1992, PL 102-580, (October 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 improvements, and 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, and

WHEREAS, the Partners have voluntarily agreed to make contributions, either financial or 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;

NOW THEREFORE, the Government and Partners agree as follows:

#### ARTICLE I – DEFINITIONS AND GENERAL PROVISIONS

For purposes of this agreement:

a. The term “Project” shall mean the design and installation of 15 3-D additional archery targets, four 30 yard ADA compliant target lanes, a 100 yard ADA compliant walkway from the pavilion parking lot to the trailhead of the original 3-D Archery Course, and two off-road vehicle access roads for trail maintenance.

b. The term “total project costs” shall mean all costs incurred by the Government and the Partners directly related to design and construction of the Project, estimated in the “Challenge Partnership Financial Work Sheet”, identified in Appendix “A”.

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, organization, 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, and with the 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 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: 1) providing oversight and supervision of all partner efforts; 2) layout and design expertise for the additional target sites and accessible target lanes; and 3) various types of archery accessories such as bow hangers at each shooting station and score cards.

c. The Partners shall provide equipment, labor, materials and supplies in order to construct four 30-yard ADA compliant target lanes, a 100 yard ADA compliant walkway from the pavilion parking lot to the trailhead of the original 3-D Archery Course, two off-road vehicle access roads, expansion of the 3-D Archery Course trail to accommodate 15 additional targets, and financial support for miscellaneous services and supplies/targets.

d. 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.

e. 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.

f. 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 provide each Partner a report setting forth all contributions provided by each party upon completion of the project. Payment for the materials as detailed in the attached "Financial Worksheet of Estimated Project Costs" shall be the responsibility of the respective party. A copy of all receipts showing payments associated with the project shall be provided to the Government to determine total project costs. Total project costs are estimated to be \$32,240. Such amounts are estimates subject to adjustment and are not to be construed as the total financial responsibilities of the Government or 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.

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

#### ARTICLE IV – DISPUTE RESOLUTION

As a condition precedent to any of the parties bringing any suit for breach of the Agreement, that party must first notify the other partner(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. The parties shall each divide all costs paid to the third party equally for any and all costs for services provided by such third party as such costs are incurred. The existence of a dispute shall not excuse any party from performance pursuant to this agreement.

#### ARTICLE V – FEDERAL AND STATE LAWS

In exercise of the 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 the following: Section 601 of the Title VI of the Civil Rights Act of 1964; Public Law 88-352; Department of Defense Directive 5500.11 issued pursuant thereto and published in Part 300 of Title #2, Code of Federal Regulations; and Army Regulation 600.7, entitled "Nondiscrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army".

#### ARTICLE VI – RELATIONSHIP OF THE 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 – 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 VIII – TERMINATION OR SUSPENSION

a. If at any time either of the Partners individually or mutually fails to fulfill their obligations under this Agreement, the Government shall terminate this Agreement or suspend future performance under this Agreement unless they determine that continuation of work on the project is in the best 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 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 Partner(s) elect to terminate this Agreement.

c. In the event that any 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 relieve the parties of liability for any obligation previously incurred.

## ARTICLE IX – 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 mailed either by first-class, registered, or certified mail, as follows:

To the Partners:     Partner Organization 1  
Friends of Jennings Randolph Lake, Inc.  
POC: Mr. Jim Tichnell  
P.O. Box 252 Piedmont, WV 26717  
Phone: (301) 501-8421

Partner Organization 2  
Southern High School Archery Class  
POC: Mr. Matt Pyle  
345 Oakland Drive, Oakland, MD 21550  
Phone: (301) 334-9447

Partner Organization 3

Boy Scouts of America, Keyser, Troop 27  
POC: Mr. Doug Minnick  
Keyser, WV 26726  
Phone: (304) 788-3258

Partner Organization 4

Mineral County 4-H Mountaineer Archery Group  
POC: Ms. Margaret Miltonberger  
RR# Box 3621 Keyser, WV 26726  
Phone: (304) 788-3621

Partner Organization 5

Mineral County Parks & Recreation Commission  
POC: Mr. Rex Riffle  
150 Armstrong Street Keyser, WV 26726  
Phone: (304) 788-6986

Partner Organization 6

Mineral County Convention & Visitors Bureau  
POC: Ms. Ann Palmer  
40 ½ Main Street Keyser, WV 26726  
Phone: (304) 788-6708

2513

Partner Organization 7

Knobley Farms  
POC: Mr. Carl W. Burns  
HC 75, Box 33  
New Creek, WV 26743  
Phone: (304) 788-6304

Partner Organization 8

A.L.L. Construction  
POC: Mr. Gary Kitzmiller  
PO Box 232 Mt. Storm WV 26739  
Phone: (304) 843-2737

257-7733

Partner Organization 9

Jay's Archery Pro Shop & 3-D Range  
POC: Mr. Jay Smith  
6300 US Hwy 220N Old Fields, WV 26845  
Phone: (304) 538-6729

Partner Organization 10  
Private Individual Donation  
POC: Mr. Harold Bennett  
RR 2 Box 4948 Ridgeley, WV 26753  
Phone: (304) 726-4870

Partnership Organization 11  
Evening Kiwanis  
POC: Mr. Tom Hughes  
50 Southern Drive Keyser, WV 26726  
Phone: (304) 788-3782

Partnership Organization 12  
Mineral County Sheriff's Office  
POC: Mr. Jeremy Taylor, Sheriff  
150 Armstrong Street, Keyser, WV 26726  
Phone: (304) 788-0341

Partner Organization 13  
Potomac-Garrett State Forest  
POC: Mr. John Denning  
1431 Potomac Camp Road Oakland, MD 21550  
Phone: (301) 334-2038

#### ARTICLE X – 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: *Dianne B. Edwardson*

Ms. Dianne Edwardson, Operations Division Chief

Date: *20 July 2015*

Friends of Jennings Randolph Lake, Inc.

By: *J. Tichnell*

Mr. Jim Tichnell, President

Date: *August 15, 2015*

Southern High School Archery Class

By: 

Date: 8/28/15

Mr. Matt Pyle, Instructor

Boy Scouts of America, Keyser, Troop 27

By: Doug Minnick

Date: 8-21-15

Mr. Doug Minnick, Scout Leader

Mineral County 4-H Mountaineer Archery Group

By: Margaret W. Miltenberger

Date: 8-21-15

Ms. Margaret Miltenberger, 4-H and Family Extension Agent

Mineral County Parks & Recreation Commission

By: Rex A. Riffle, (Director)

Date: 7 AUG 2015

Mr. Rex Riffle, Commission Chairman

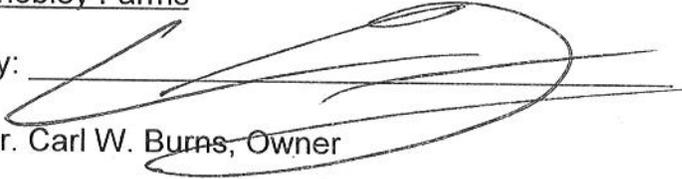
Mineral County Convention & Visitors Bureau

By: Ann Palmer

Date: 8-24-2015

Ms. Ann Palmer, Chairperson

Knobley Farms

By: 

Date: 8-27-15

Mr. Carl W. Burns, Owner

A.L.L. Construction

By: Gary Kitzmiller

Date: 8-28-15

Mr. Gary Kitzmiller, Owner

Jay's Archery Pro Shop & 3-D Range

By: Jay Smith

Date: 8/26/15

Mr. Jay Smith, Owner

Private Individual Donation

By: H. Bennett

Date: 8-26-15

Mr. Harold Bennett

Evening Kiwanis

By: Thomas M Hughes

Date: 8/27/15

Mr. Tom Hughes, President

Mineral County Sheriff's Office

By: J. Taylor

Date: 8/7/15

Mr. Jeremy Taylor, Sheriff

Potomac-Garrett State Forest

By: John R Denning

Date: 8/25/15

Mr. John Denning, Forest Manager

**Appendix A**  
**Challenge Partnership Financial Work Sheet**

Proposed Date of Work: FY15 & FY16	Local CORPS	Handshake Funds	Partner 1	Partner 2	Partner 3	Partner 4
Salaries	4,000					
Material/Supplies		15,000	2,800			
Contributed Funds						
Equipment Use						
Volunteer				650	800	450
In-Kind Services						
<b>Total:</b>	<b>\$4,000</b>	<b>\$15,000</b>	<b>\$2,800</b>	<b>\$650</b>	<b>\$800</b>	<b>\$450</b>
Share of Total Cost:	12.41%	46.53%	8.68%	2.02%	2.48%	1.40%

	Partner 5	Partner 6	Partner 7	Partner 8	Partner 9	Partner 10
Salaries						
Material/Supplies						
Contributed Funds	300	300	200		100	200
Equipment Use				2,500		
Volunteer						
In-Kind Services				2,500		
<b>Total</b>	<b>\$300</b>	<b>\$300</b>	<b>\$200</b>	<b>\$5,000</b>	<b>\$100</b>	<b>\$200</b>
Share of Total Cost:	0.93%	0.93%	0.62%	15.51%	0.31%	0.62%

	Partner 11	Partner 12	Partner 13	Total
Salaries				\$4,000
Material/Supplies				\$17,800
Contributed Funds	200			\$1,300
Equipment Use				\$2,500
Volunteer		540		\$2,440
In-Kind Services			1,700	\$4,200
<b>Total</b>	<b>\$200</b>	<b>\$540</b>	<b>\$1,700</b>	<b>\$32,240</b>
Share of Total Cost:	0.62%	0.17%	5.27%	100.00%

Explanation: USACE salaries will provide oversight of all partner efforts, along with layout/design support; material/supplies will consist of archery targets, blacktop materials, four accessible targets/stands and interpretive displays; contributed funds for blacktop material and range equipment; equipment use will consist of clearing/creating access roads and minor excavation; in-kind services will represent design expertise.