

**CHALLENGE PARTNERSHIP AGREEMENT BETWEEN
THE DEPARTMENT OF THE ARMY
AND
THE FRIENDS OF RAYSTOWN LAKE
AND
THE FRIENDS OF TROUGH CREEK & WARRIORS PATH STATE PARKS
AND
THE HUNTINGDON COUNTY VISITORS BUREAU**

THIS AGREEMENT, entered into this ____ day of _____, 2020, by and between the Department of the Army U.S. Army Corps of Engineers Baltimore District (hereinafter the "Government"), The Friends of Raystown Lake, The Huntingdon County Visitors Bureau, and The Friends of Trough Creek & Warriors Path State Parks (hereinafter the "Partners"), 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 the Raystown Lake Project which includes recreational opportunities for the public, and

WHEREAS, it is mutually beneficial to the Government and the Partners to work cooperatively to repair and enhance the Terrace Mountain Trail for the purposes of accessibility, safety, and sustainability, which in turn will improve the recreational experience of those using the trail, and

WHEREAS, the enhancement of the Terrace Mountain Trail would complement the existing federal, state, and private recreational facilities along the 25 mile trail, and

WHEREAS the Partners are interested in promoting and assisting the Government in providing improvements to the Terrace Mountain Trail, and

WHEREAS, the Partners, in order to assist the Government in this project have voluntarily agreed to provide materials, services, and/or expertise, 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 partnership 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:
 - All environmental reviews, clearances, and oversight applicable to the sections of trail to be improved.
 - The planning, design, construction, and implementation of the trail enhancement and improvements.
 - All work to be accomplished in the enhancement of the Terrace Mountain Trail at Raystown Lake is described in the 2020 Raystown Lake Handshake Application selected for approval by Head Quarters on 16 December 2019.
- b. The term "total project costs" shall mean all costs incurred by the Government and the Partners directly related to construction of 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. 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 the following as listed below:
 - **The Raystown Lake Project (Partnership Value: \$10,646):** 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 trail enhancement process.
 - **Handshake (Partnership Value: \$24,056):** The Handshake Program will provide the funding for a trail repair contract as well as items such as signage, construction tools and materials and other items needed for the enhancement and maintenance of the trail surface.
- c. The Partners shall provide the following as estimated below:

- **The Friends of Trough Creek & Warriors Path State Parks (Partnership Value: \$5,086):** The Friends of Trough Creek & Warriors Path State Parks will provide volunteers to perform hands on work throughout the trail enhancement process as well as performing other volunteer services related to the Project.
- **The Friends of Raystown Lake (Partnership Value: \$6,500):** The Friends of Raystown Lake will support this project through a financial contribution toward additional materials and supplies needed. The Friends of Raystown Lake may also provide volunteers to perform expertise on trail construction and other services needed for the trail repairs and enhancement.
- **The Huntingdon County Visitors Bureau (Partnership Value: \$12,000):** The Huntingdon County Visitors Bureau will support this project through promotion and information releases in their media guide, website, and other outlets.

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 the completion of the Project the Government shall provide the Partners with a report setting forth all contributions provided, 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 \$58,288 and the Partner's contribution required under Article II.c. of this Agreement is projected to be \$23,586. 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 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 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 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 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 Partner, 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 mailed either by first-class, registered, or certified mail, as follows:

If to the Partner:

Friends of Trough Creek & Warriors Path State Parks
(FTCP) Diane Mansberger
7009 Buddy Lane
Calvin, PA 16622
Phone: 814-599-4981

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

Huntingdon County Visitors Bureau (HCVB)
Matt Price
6993 Seven Points Road, Suite 2
Hesston, PA 16647
Phone: 814-658-0060

If to the Government: Raystown Lake Project
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 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

SIGNATURE:  DATE: 27 JUL 20
TITLE: COL John T. Litz, Commander and District Engineer
Baltimore District, U.S. Army Corps of Engineers

The Friends of Raystown Lake

SIGNATURE:  DATE: April 28, 2020
TITLE: President, Friends of Raystown Lake

Huntingdon County Visitors Bureau

SIGNATURE:  DATE: May 22, 2020
TITLE: Executive Director, HCVB

Friends of Trough Creek & Warriors Path State Parks

SIGNATURE:  DATE: 5/7/20
TITLE: Co-Chairman, Friends of Trough Creek & Warriors Path State Parks