

CHALLENGE PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
US ARMY COPRS OF ENGINEERS
PHILADELPHIA DISTRICT
BELTZVILLE DAM
AND
PA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
BELTZVILLE STATE PARK
AND
PA FISH AND BOAT COMMISSION
AND
PA LAKE MANAGEMENT SOCIETY
AND
FRIENDS OF BELTZVILLE STATE PARK

THIS AGREEMENT, entered into this day of January, 24, 2022 by and between the Department of the Army (hereinafter the "Government") represented by the U.S. Army Corps of Engineers, Philadelphia District, Northern Area Office, David B. Williams, Facilities Manager, and PA DCNR Beltzville State Park represented by Benjamin Monk, Park Manager, PA Fish and Boat Commission represented by Timothy D. Schaeffer, Executive Director, PA Lake Management Society represented by Kate Harms, Executive Director, and Friends of Beltzville State Park represented by Diane Szwajkowski, Chairman, (hereinafter the "Partners").

WITNESSETH, THAT:

WHEREAS, the Government manages lands and waters at Beltzville Lake, a portion of which is leased to PA DCNR, that provides boating, fishing, and other recreational opportunities to the general public, and

WHEREAS, the installation of an accessible portable wash station to be utilized at Pine Run Boat Launch and Preacher's Camp Boat Launch will provide a long-term sustainable solution to stop aquatic hitchhikers (invasive, non-native plants and animals that "hitch" rides on boats) on all watercraft types, while providing public education and transparent communication on the topic, and preserving the water quality mission, and

WHEREAS the Partners are interested in promoting and assisting the Government in deploying this portable wash station and providing handout material for educational use, and

WHEREAS, it is mutually beneficial to the Government and the Partners to work cooperatively to stop the spread of aquatic invasive species throughout the region, and

WHEREAS, the Partners, to assist the Government in this project has voluntarily agreed to provide in kind services and educational material for handouts, 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 purchasing a portable wash station for decontamination of watercrafts at Beltzville Lake for purposes of stopping the spread of aquatic hitchhikers, including invasive species. This is generally described in the FY2022 Handshake Program Application (attached).

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. 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 in kind services and materials from the Partners, shall expeditiously initiate 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:

Procurement of a Portable Wash Station (Valued at \$25,000)

Contracting and Local Corps Office Manpower (Valued at \$5,000)

Preventative Maintenance Supplies and Equipment Use (Valued at \$750)

c. The PA Department of Conservation and Natural Resources shall provide:

Local Office Manpower for Deployment and Staffing (Estimated 500 hours x \$50 per hour average labor burden rate, Valued at \$25,000)

In-Kind Services (240 hours x \$50 per hour, Valued at \$12,000)

Travel (Valued at \$1,000)

Equipment Use (Valued at \$2,000)

Materials and Supplies for Educational Handouts (Valued at \$1,000)

d. PA Fish and Boat Commission shall provide:

Materials and Supplies for Educational Handouts (Valued at \$2,000)

e. PA Lake Management Society shall provide:

Materials and Supplies for Educational Handouts (Valued at \$1,000)

f. Friends of Beltzville State Park shall provide:

Volunteer Hours (100 hours x \$30 per hour, Valued at \$3,000)

g. 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 through f of Article II. A complete financial worksheet (attached) provides total cost share of each partner.

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

ARTICLE III - RECORD OF CONTRIBUTIONS

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 including the value of volunteer services provided, and of the Partner's contribution required in accordance with Article II of this Agreement. On the effective date of this Agreement, total project costs are projected to be \$75,350 and the Partner's contribution required under Article II of this Agreement have a projected value of \$47,000. 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 supplies and material contribution required under Article II of this Agreement in accordance with the following provisions: Not less than 30 calendar days prior to issuance of the solicitation for procurement, the Government shall notify the Partners to provide their contributions. No funds are required for procurement of this contract from the Partners. The Partners shall begin to provide the hired labor and in-kind services contribution required under Article II of this Agreement not more than 7 calendar days after procurement and arrival of the unit. In the event the Government determines that the Partners must provide additional contributions to meet its obligation, the Government shall notify the Partners within 60 calendar days thereafter, and the Partners shall fulfill their required obligation 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 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, no party shall provide, without the consent of the other parties, any contractor with a release that waives or purports to waive any rights such other parties 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 procurement, 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 a Partner 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 to satisfy agreements with any other non-Federal interests in connection with the Project.

b. If the Government fails to receive annual contributions 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. If any 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. If 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.

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: Benjamin Monk
PA DCNR Beltzville State Park
2950 Pohopoco Drive
Lehighton PA 18235

Timothy D. Schaeffer
PA Fish and Boat Commission
1601 Elmerton Avenue
PO Box 67000
Harrisburg PA 17106

Kate Harms
PA Lake Management Society
PO Box 171
Mertztown PA 19539

Diane Szwajkowski
Friends of Beltzville State Park
160 Tar Run Road
Lehighton PA 18235

If to the Government: Joshua E. Dinko
US Army Corps of Engineers
Philadelphia District Northern Area Office
2145 Pohopoco Drive
Lehighton PA 18235

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 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 Mr. David B. Williams, Facilities Manager, Northern Area Office.

The Department of the Army:

Signature: DINKO.JOSHUA.ED
Date: WIN.1258333795
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DINKO.JOSHUA.EDWIN.12583337
95
Date: 2022.01.24 12:51:28 -05'00'


Joshua E. Dinko
Facility Operations Specialist
Northern Area Office

Signature: 

Date: 3/1/22

David B. Williams
Facilities Manager
Northern Area Office

The Partners:

Signature: 
Date: 24 JAN 2022

Benjamin Monk
Park Manager
Beltzville State Park

Signature: 

Date: 03/01/2022

Timothy D. Schaeffer
Executive Director
PA Fish and Boat Commission

Signature: 

Date: 2/2/2022

Kate Harms
Executive Director
PA Lake Management Society

Signature: 

Date: 3/1/22

Diane Szwajkowski
Chairman
Friends of Beltzville State Park

Corps Project Name: Beltzville Dam

Work Project Title: Invasive Species Portable Wash Station: Stopping Aquatic Hitchhikers

POC Name: Joshua E. Dinko

Address: 2145 Pohopoco Drive City: Lehighton State: PA Zip Code: 18235

Telephone: 610 - 377 - 0332 x3

Location on Project: Pine Run Boat Launch and Preacher's Camp Boat Launch

Partner Organization 1: PA Department of Conservation and Natural Resources: Beltzville State Park

POC Name: Benjamin Monk

Address: 2950 Pohopoco Drive City: Lehighton State: PA Zip Code: 18235

Telephone: 610 - 377 - 5844

Partner Organization 2: Friends of Beltzville State Park

POC Name: Diane Szwajkowski

Address: 160 Tar Run Road City: Lehighton State: PA Zip Code: 18235

Telephone: 215 - 230 - 0654

Partner Organization 3: PA Fish and Boat Commission

POC Name: Timothy D. Schaeffer

Address: 1601 Elmerton Avenue City: Harrisburg State: PA Zip Code: 17106

Telephone: 717 - 705 - 7801

Partner Organization 4: PA Lake Management Society

POC Name: Kate Harms

Address: PO Box 171 City: Mertztown State: PA Zip Code: 19539

Telephone: 610 - 802 - 8488

Proposed start date of work: Procurement to begin as soon as funding is available. Actual partner contribution amounts expected to begin 1 May 2022.

Simple description of work to be accomplished through the partnership: The Handshake funds will be used to purchase a portable boat wash station that will be deployed at Beltzville Lake with the intent of helping stop the spread of aquatic hitchhikers. USACE will be responsible for procurement of the unit. PA DCNR will be providing in-kind services for site preparation, water supply, maintenance, and operation of the unit at two separate public launch sites. PA DCNR will be operating and maintaining the wash station during the specified time periods, at a minimum weekends and Holidays starting Saturday of Memorial Day weekend, through Labor Day Monday. Friends of Beltzville State Park volunteer group will be utilized as needed for clean up and additional staffing. PA DCNR will also be educating and communicating with the public on this topic and will provide reference material as part of their PA Clean Boat Clean Water Initiative. In-kind services also include the proper disposal of material gathered daily in the collection boxes. PA DCNR will perform the preventative maintenance on the portable wash station. USACE will winterize the unit, and provide storage in the offseason. Labor rates, salaries, volunteer information, and in kind services were estimated for one fiscal year of operation. Supply estimates for educational material were provided for the PA Fish and Boat Commission and PA Lake Management Society. Although this is geared at being a one time purchase, this unit is expected to have a useful life of 10 -15 years.

	Local Corps Office	Handshake Funds	PA DCNR	Friends of Beltzville State Park	PA Fish and Boat Commission	PA Lake Management Society	Total
Salaries	\$5,000	\$0	\$25,000	\$0	\$0	\$0	\$30,000
Travel	\$0	\$0	\$1,000	\$0	\$0	\$0	\$1,000
Materials and Supplies	\$500	\$25,000	\$1,000	\$0	\$2,000	\$1,000	\$29,500
Equipment Use	\$250	\$0	\$2,000	\$0	\$0	\$0	\$2,250
Funds Contributed	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Personal Property	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Volunteer In-Kind Services	\$0	\$0	\$0	\$3,000	\$0	\$0	\$3,000
Other (explain below)	\$0	\$0	\$12,000	\$0	\$0	\$0	\$12,000
Total	\$5,750	\$25,000	\$41,000	\$3,000	\$2,000	\$1,000	\$77,750
Share of Total Cost	7.4%	32.1%	52.7%	3.9%	2.6%	1.3%	100.0%
	39.5%						

Addendum: Additional Signature Required

Beltzville Dam Challenge Partnership Agreement

I, Michael A. Landis, concur with the Beltzville Challenge Partnership Agreement with a total estimated value of \$77,750. As Chief of Operations Division, Philadelphia District, I authorize execution of the agreement.

LANDIS.MICHAEL Digitally signed by
L.A.1229059188 LANDIS.MICHAEL.A.1229059188
Date: 2022.03.06 21:04:45 -05'00'

Michael A. Landis

Chief, Operations Division

215-656-6720

Date: 3/4/2022