

CHALLENGE PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, BALTIMORE DISTRICT
RAYSTOWN LAKE
AND
THE FRIENDS OF RAYSTOWN LAKE
AND
THE RAYSTOWN MOUNTAIN BIKING CLUB
AND
THE HUNTINGDON COUNTY VISITORS BUREAU
AND
SOUTHERN ALLEGHENIES PLANNING & DEVELOPMENT COMMISSION
AND
ROTHROCK OUTFITTERS
AND
THE APPALACHIAN REGIONAL COMMISSION
AND
THE NITTANY MOUNTAIN BIKING ASSOCIATION
AND
THE SEVEN MOUNTAINS CONSERVATION CORPS
AND
WADDLE FABRICATION
AND
DUNKLEBARGER CARPENTRY

THIS AGREEMENT, entered into this 24th day of November, 2015, by and between the Department of the Army (hereinafter the "Government"), and Friends of Raystown Lake, Huntingdon County Visitors Bureau, Southern Alleghenies Planning & Development Commission, Rothrock Outfitters, Appalachian Regional Commission, Nittany Mountain Biking Association, Seven Mountains Conservation Corps, Waddle Fabrication, and Dunklebarger Carpentry (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, the purpose of this partnership agreement is to construct a Allegrippis Skills Park within the Seven Points Recreation Area, which would complement the existing 30+ mile Allegrippis Trail system, and give riders additional riding and training opportunities. The total estimated cost of the facility to the Government and Partners listed herein amounts to \$171,438, 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, it is mutually beneficial to the Government and the Partners to work cooperatively to create, develop, and make available this Allegrippis Skills Park area to the public for the purposes of improving safety along the trail by giving users an opportunity to practice and improve their riding skills in a controlled environment situated in close proximity to roadways and visitor services before riding into remote areas along the adjacent Allegrippis Trails, and

WHEREAS, the Partners, in order to assist the Government in this project, have voluntarily agreed to provide materials, services, and expertise, and

WHEREAS, the Partners are interested in promoting and assisting the Government in providing the Allegrippis Skills Park, 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 the environmental review, clearance, and oversight of the approximately 2 acre impact area intended for the skills park; the planning, design, construction, and implementation of the Allegrippis Skills Park for improving mountain bike riding skills; and the treatment of invasive species and subsequent native plantings in the areas immediately adjacent to the Allegrippis Skills Park area.

All work that will be accomplished in the creation of the Allegrippis Skills Park area adjacent to the Visitors Center in the Seven Points Recreation Area of the Raystown Lake Project is described in the Raystown Lake Project Handshake Application, dated and selected for approval by Headquarters U.S. Army Corps of Engineers on 27 November 2014.

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:

- (1) The Raystown Lake Project (Partnership Value: \$1,710):
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 to design and construct the Allegrippis Skills Park.
- (2) Handshake (Partnership Value: \$35,000):
The Handshake Program will provide the funding for items such as signage, construction materials, benches, fencing, and other items needed for the construction of the Allegrippis Skills Park.

c. The Partners shall provide the following as listed below:

- (3) Appalachian Regional Commission (Partnership Value: \$75,000):
The ARC will provide funds to the Friends of Raystown for the labor and equipment to construct the Allegrippis Skills Park features. These will include dirt humps, intricate riding features, and other mountain biking skills areas within the Allegrippis Skills Park area.
- (4) The Friends of Raystown Lake (Partnership Value: \$17,250):
The Friends of Raystown Lake will support this project through a financial contribution toward additional design and construction services. The Friends of Raystown Lake will also provide volunteers to perform hands on raking and other services needed for the Allegrippis Skills Park creation.
- (5) The Huntingdon County Visitors Bureau (Partnership Value: \$5,000):
The Huntingdon County Visitors Bureau will support this project through promotion and information releases in their media guide, website, and other outlets.

- (6) The Raystown Mountain Biking Association (Partnership Value: \$15,678):
The RMBA will support this project through in kind services to help with planning, layout, design, and construction of the Allegrippis Skills Park.
- (7) The Nittany Mountain Biking Association (Partnership Value: \$5,300):
The NMBA will support this project through in kind services to help with planning, layout, design, and construction of the Allegrippis Skills Park.
- (8) The Seven Mountains Conservation Corps (Partnership Value: \$5,300):
The SMCC will support this project through in kind services to help with planning, layout, design, and construction of the Allegrippis Skills Park.
- (9) Dunklebarger Carpentry (Partnership Value: \$1,000):
Dunklebarger Carpentry will support this project through in kind services and material donation to assist with planning, layout, design, and construction of features included within the Allegrippis Skills Park.
- (10) Waddle Fabrication (Partnership Value: \$1,900):
Waddle Fabrication will support this project through in kind services and material donation to assist with planning, layout, design, and construction of features included within the Allegrippis Skills Park.
- (11) Rothrock Outfitters (Partnership Value: \$5,300):
Rothrock Outfitters will support this project through in kind services to help with planning, layout, design, and construction of the Allegrippis Skills Park.
- (12) Southern Alleghenies Planning & Development Commission (Partnership Value: \$3,000):
The SAP&DC will support this project through in kind services to assist with the application for, and oversight of the Appalachian Regional Commission grant funding intended for constructing the Allegrippis Skills Park.

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 \$171,438, and the Partner's contribution required under Article II.c. of this Agreement is projected to be \$134,728. 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 services required under Article II c. of this Agreement based on funding 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 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 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 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, 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 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 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 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 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:

To the Partners: Raystown Mountain Biking Association (RMBA)

Evan Gross
500 Penn Street
Huntingdon, PA 16652
Telephone: 814-643-7226

Rothrock Outfitters
Tony Seguin
418 Penn Street
Huntingdon, PA 16652
Telephone: 814-643-7226

Nittany Mountain Bikers Association (NMBA)
Ryan Eisenhower
3163 Sassafras Rd.
Petersburg, PA 16669
Telephone: 570-295-1867

Waddle Fabrication
Ellis Dunklebarger
118 W. Pine Grove Rd.
Pine Grove Mills, PA 16868
Telephone: 814-308-4482

Seven Mountains Conservation Corps
Matt Spigelmeyr
2821 Earlstown Rd.
Centre Hall, PA 16828
Telephone: 814-574-0404

Dunklebarger Carpentry
David Dunklebarger
177 Stevenson Rd.
Port Matilda, PA 16870
Telephone: 814-238-8569

Southern Alleghenies Planning & Development Commission
(SAP&DC)
Katie Kinka
3 Sharaton Drive
Altoona, PA 16601
Telephone: 814-949-6522

Appalachian Regional Commission
Scott Hamilton
1666 Connecticut Avenue
Washington, DC 20009
Telephone: 202-884-7753

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

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

To the Government: Raystown Lake Project
Nicholas E. Krupa
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.

U.S. Army Corps of Engineers Baltimore District

BY: Dianne B. Edwardson Date: 5 Nov 2015

Ms. Dianne Edwardson, Operations Division Chief

The Friends of Raystown Lake

BY: Ron Rabena Date: 6 NOV 2015

Mr. Ron Rabena, President

Raystown Mountain Biking Association

BY: Evan Gross Date: 6 Nov 2015

Mr. Evan Gross, President

Huntingdon County Visitors Bureau

BY: Matt Price Date: 11/16/15

Mr. Matt Price, Executive Director

Southern Alleghenies Planning & Development Commission

BY: Steven K. Howsare Date: 11/20/15

Mr. Steven K. Howsare, Executive Director

Appalachian Regional Commission

BY: Scott T. Hamilton Date: 11-24-15


Mr. Scott Hamilton, Executive Director

Nittany Mountain Bikers Association (NMBA)

BY: Ryan C. Eisenhower Date: 22 Nov 2015

Mr. Ryan Eisenhower, President

Seven Mountains Conservation Corps

BY: 

Date: 11-19-15

Mr. Matt Spigelmeyer, President

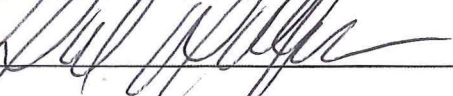
Waddle Fabrication

BY: 

Date: 11-17-15

Mr. Ellis Dunklebarger, Owner

Dunklebarger Carpentry

BY: 

Date: 11/19/15

Mr. David Dunklebarger, Owner

Rothrock Outfitters

BY: 

Date: 11-24-15

Mr. Tony Seguin, Owner

Challenge Partnership Financial Work Sheet

Corps Project Name: Raystown Lake

Work Project Title: Allegrippis Skills Park

POC Name: Nick Krupa

Address: 6145 Seven Points Road

City: Hesston

State: PA

Zip Code: 16647

Telephone: 814 - 658 - 6808 x

Location of Project: Baltimore District, Raystown Lake Project

Partner Organization 1: Friends of Raystown

POC Name: Ron Rabena

Address: PO Box 87

City: Hesston

State: PA

Zip Code: 16647

Telephone: 814 - 658 - 3405 x

Partner Organization 2: Raystown Mountain Biking Association

POC Name: Evan Gross

Address: 500 Penn Street

City: Huntingdon

State: PA

Zip Code: 16652

Telephone: 814 - 643 - 7226 x

Partner Organization 3: Huntingdon County Visitor's Bureau

POC Name: Matt Price

Address: 6200 Seven Points Road

City: Hesston

State: PA

Zip Code: 16647

Telephone: 814 - 658 - 60 x

Partner Organization 4: Southern Alleghennys Planning & Development Commission

POC Name: Katie Kinka

Address: 3 Sharaton Drive

City: Altoona

State: PA

Zip Code: 16601

Telephone: 814 - 949 - 6522 x

Partner Organization 5: Appalachian Regional Commission

POC Name: Scott Hamilton

Address: 1666 Connecticut Avenue

City: Washington

State: DC

Zip Code: 20009

Telephone: 202 - 884 - 7753 x

Partner Organization 6:

POC Name:

Address:

City:

State:

Zip Code:

Telephone:

Partner Organization 7: Nittany Mountain Bike Association

POC Name: Ryan Eisenhower

Address: 3163 Sassafras Rd.

City: Petersburg

State: PA

Zip Code: 16669

Telephone: 570 - 295 - 1867 x

Partner Organization 8: Seven Mountains Conservation Corps

POC Name: Matt Spigelmyer

Address: 2821 Earlstown Rd.

City: Centre Hall

State: PA Zip Code: 16828

Telephone: 814 - 574 - 404 x

Partner Organization 9: Waddle Fabrication

POC Name: Ellis Dunklebarger

Address: 118 W. Pine Grove Rd.

City: Pine Grove Mills

State: PA Zip Code: 16868

Telephone: 814 - 308 - 4482 x

Partner Organization 10: Dunklebarger Carpentry

POC Name: David Dunklebarger

Address: 177 Stevenson Rd.

City: Port Matilda

State: PA Zip Code: 16870

Telephone: 814 - 238 - 8569 x

Partner Organization 11: Rothrock Outfitters

POC Name: Tony Seguin

Address: 418 Penn Street

City: Huntingdon

State: PA Zip Code: 16652

Telephone: 814 - 643 - 7226 x

	Local Corps Office	Handshake Funds	FRL	RMBA	HCVB	SAP&DC
Salaries	\$9,000	N/A	\$0	\$0	\$0	\$0
Travel	\$0	N/A	\$0	\$0	\$0	\$0
Materials and Supplies	\$0	\$35,000	\$0	\$0	\$0	\$0
Equipment Use	\$1,000	\$0	\$0	\$1,000	\$0	\$0
Funds Contributed	\$0	N/A	\$15,000	\$0	\$0	\$0
Personal Property	N/A	N/A	\$0	\$0	\$0	\$0
Volunteer	N/A	N/A	\$2,250	\$14,678	\$0	\$0
In-Kind Services	N/A	N/A	\$0	\$0	\$5,000	\$3,000
Other (explain below)	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$10,000	\$35,000	\$17,250	\$15,678	\$5,000	\$3,000
Share of Total Cost	5.6%	19.5%	9.6%	8.7%	2.8%	1.7%

	ARC		NMBA	SMCC	Waddle	Dunkleberger
Salaries	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$100	\$0
Materials and Supplies	\$0	\$0	\$0	\$0	\$500	\$500
Equipment Use	\$0	\$0	\$0	\$0	\$300	\$300
Funds Contributed	\$75,000	\$0	\$0	\$0	\$0	\$0
Personal Property	\$0	\$0	\$0	\$0	\$0	\$0
Volunteer	\$0	\$0	\$5,300	\$5,300	\$1,000	\$200
In-Kind Services	\$0	\$0	\$0	\$0	\$0	\$0
Other (explain below)	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$75,000	\$0	\$5,300	\$5,300	\$1,900	\$1,000
Share of Total Cost	41.7%	0.0%	2.9%	2.9%	1.1%	0.6%

	Rothrock	Partner 12	Partner 13	Partner 14	Partner 15	Total
Salaries	\$0	\$0	\$0	\$0	\$0	\$9,000
Travel	\$0	\$0	\$0	\$0	\$0	\$100
Materials and Supplies	\$0	\$0	\$0	\$0	\$0	\$36,000
Equipment Use	\$0	\$0	\$0	\$0	\$0	\$2,600
Funds Contributed	\$0	\$0	\$0	\$0	\$0	\$90,000
Personal Property	\$0	\$0	\$0	\$0	\$0	\$0
Volunteer	\$5,300	\$0	\$0	\$0	\$0	\$34,028
In-Kind Services	\$0	\$0	\$0	\$0	\$0	\$8,000
Other (explain below)	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$5,300	\$0	\$0	\$0	\$0	\$179,728
Share of Total Cost	2.9%	0.0%	0.0%	0.0%	0.0%	100%