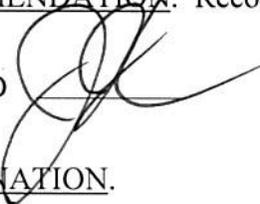


MEMORANDUM FOR CESAM DE

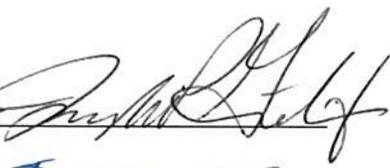
SUBJECT: Challenge Partnership Agreement for Nesting Platforms for Osprey

1. REQUEST FOR APPROVAL OF AGREEMENT: Project would be funded by Handshake Partnership Program for Fiscal Year 2014 in memo dated 7 November 2013. Government would enter into an agreement with Georgia Power and Steel Materials, Inc. to erect Osprey nesting platforms on utility poles supplied by Georgia Power and metal nesting platforms supplied by the Government.

2. RECOMMENDATION. Recommend District Engineer approve agreement for this project.

APPROVED  SEE ME _____ OTHER _____

3. COORDINATION.

CESAM-OC	Concur/Nonconcur		DATE <u>3/18/14</u>
CESAM-OP-TR	Concur/Noneoncur		DATE <u>13 Mar 2014</u>
CESAM-OP	Concur/Noneoncur		DATE <u>3/18/14</u>



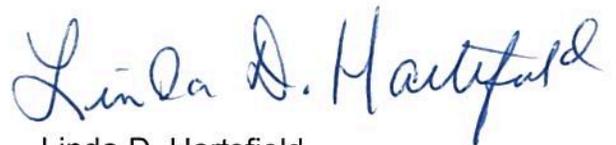
Larry E Doherty
Project Coordinator

Attached

MEMORANDUM FOR CESAM-OP-M (Doherty)

SUBJECT: Challenge Partnership Agreement between the Department of the Army and Georgia Power Company and Steel Materials, Inc.

1. Enclosed are three (3) copies of the Challenge Partnership Agreement signed by W. Jim Candler, Environmental Affairs Supervisor, Georgia Power and Steve Cowart, President, Steel Materials.
2. The enclosed Challenge Partnership Agreement is for the construction of osprey nesting platforms at Allatoona Lake. This project was selected for funding under the Handshake Partnership Program for Fiscal Year 2014 in a memo dated 07 November 2013.
3. The enclosed Challenge Partnership Agreement has been prepared for the signature of the Commander, Mobile District.
4. P.O.C. for Georgia Power Company is Mr. W. Jim Candler, 5131 Maner Road, Smyrna, Georgia 30080: Phone # 404-799-2151.
5. P.O.C. for Steel Materials, Inc is Mr. Steve Cowart, 1120 West Avenue, Cartersville, GA 30120: Phone # 770-382-0264.
6. P.O.C. on my behalf is Park Ranger Stephen Cain at 678-721-6722.



Linda D. Hartsfield
Chief Ranger

3 Encls

CHALLENGE PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
GEORGIA POWER COMPANY
AND
STEEL MATERIALS, INC.

THIS AGREEMENT, entered into this 25th day of January, 2014, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander, U.S. Army Engineer District, Mobile, and Georgia Power Company, (hereinafter "Georgia Power"), represented by W. Jim Candler, Environmental Affairs Supervisor, and Steel Materials, Incorporated, (hereinafter "Steel Materials"), represented by Steve Cowart, President.

WITNESSETH, THAT:

WHEREAS, the Government manages lands and waters on the Allatoona Lake Project in Georgia which includes wildlife habitat protection and restoration, and

WHEREAS, the installation of osprey nesting platforms on Government property will benefit wildlife at Allatoona Lake, and

WHEREAS Georgia Power, and Steel Materials are interested in promoting and assisting the Government in providing osprey nesting platforms, and

WHEREAS, it is mutually beneficial to the Government and Georgia Power, and Steel Materials to work cooperatively to make and install osprey platform for wildlife benefit, and

WHEREAS, Georgia Power, and Steel Materials, in order to assist the Government in this project have 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 a Non-Federal Partner and apply those contributions to the Project, and

WHEREAS, the Government and Georgia Power, and Steel Materials 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 Georgia Power, and Steel Materials, agree as follows:

ARTICLE I - DEFINITIONS AND GENERAL PROVISIONS

For purposes of this agreement:

a. The term "Project" shall mean the erection of 12 poles topped with powder coated osprey nesting platforms located on Government property.

b. The term "total project costs" shall mean all costs incurred by the Government, and Georgia Power, and Steel Materials, 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 with the assistance of the Partners as set forth in this Agreement, shall expeditiously coordinate construction of the Project, applying those procedures usually applied to Federal projects, pursuant to Federal laws, regulations, and policies.

b. The Government shall provide:

- 12 recycled metal nesting platforms*
- Locations for the erection of nesting platforms*
- Interpretive panels at the Project visitor center and one platform site*

c. Georgia Power shall provide:

- 12 utility poles for mounting platforms*
- Use of equipment and labor for erecting utility poles*

d. Steel Materials shall provide:

- Powder coating services for 12 metal nesting platforms*

ARTICLE III - METHOD OF PAYMENT

a. It is understood by all parties that the Georgia Power and Steel Materials, respectively, shall provide the labor and materials detailed under Article II.c. and Article II.d., respectively, and the Government shall pay the costs of its work under Article II.b., and none shall be required to provide cash payments to pay for any other party's work contemplated in this agreement.

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 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 none 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 parties 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 the Partners fail to fulfill their 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 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 any Partner elects to terminate this Agreement.

c. In the event that any party elects to terminate this Agreement pursuant to this Article, all parties shall conclude their activities relating to the Project.

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 Georgia Power: *W. Jim Candler*
Environmental Affairs Supervisor
5131 Maner Road
Smyrna, GA 30080

If to Steel Materials: *Steve Cowart*
1120 West Avenue
Cartersville, GA 30120

If to the Government: *William W Fuller*
Operations Division Chief
U.S. Army Engineer District, Mobile
PO BOX 2288
Mobile, AL 36628

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.

Challenge Partnership Financial Work Sheet

Corps Project Name: Allatoona Lake

Work Project Title: Osprey Nesting Platform Project

POC Name: Jonathan R Wise

Address: 1138 GA Highway Spur 20

City: Cartersville

State: GA Zip Code: 30121

Telephone: 678 - 721 - 6741

Location on Project:

Partner Organization 1: Georgia Power Company

POC Name: W Jim Candler

Address: 5131 Maner Road

City: Smyrna

State: GA Zip Code: 30080

Telephone: 404 - 799 - 2151

Partner Organization 2: Steel Materials Incorporated

POC Name: Steve Cowart

Address: 1120 West Avenue

City: Cartersville

State: GA Zip Code: 30120

Telephone: 770 - 382 - 0264

Partner Organization 3:

POC Name:

Address:

City:

State:

Zip Code:

Telephone: - - x

Proposed start date of work:

Simple description of work to be accomplished through the partnership: Erection of 12 Osprey Nesting Platforms;
Purchase and Installation of Interpretive Panels

Double click on spreadsheet to access data entry fields:

	Local Corps Office	Handshake Funds	Partner 1	Partner 2	Partner 3	Total
Salaries	\$7,000	N/A	\$5,200	\$1,300	\$0	\$13,500
Travel	\$0	N/A	\$1,500	\$0	\$0	\$1,500
Materials and Supplies	\$0	\$3,000	\$2,000	\$350	\$0	\$5,350
Equipment Use	\$2,000	\$1,000	\$2,300	\$450	\$0	\$5,750
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	\$0	\$0	\$0	\$0
In-Kind Services	N/A	N/A	\$0	\$0	\$0	\$0
Other (explain below)	\$0	\$6,000	\$0	\$0	\$0	\$6,000
Total	\$9,000	\$10,000	\$11,000	\$2,100	\$0	\$32,100
Share of Total Cost	28.0%	31.2%	34.3%	6.5%	0.0%	100%

Explanations: : \$6000 listed under "Other" would cover cost of interpretive displays at Osprey Platform Sites and at Allatoona Lake Operations Project Management Office and Visitor Center.

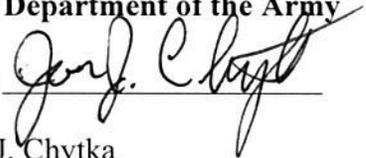
c. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at the earlier of such time as it is actually received or seven calendar days after it is mailed.

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 District Engineer, Mobile District.

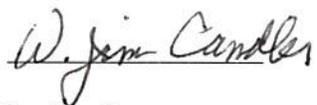
The Department of the Army

BY: 

Jon J. Chytka
COL, EN
Commander, Mobile District
US Army Corps of Engineers

DATE: 3-19-14

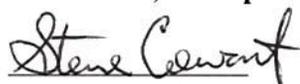
Georgia Power Company

BY: 

W. Jim Candler
Environmental Affairs Supervisor
Georgia Power

DATE: 2-19-2014

Steel Materials, Incorporated

BY: 

Steve Cowart
President
Steel Materials

DATE: 2/26/14