

CHALLENGE PARTNERSHIP AGREEMENT
between
THE DEPARTMENT OF THE ARMY
and
TEXAS PARKS AND WILDLIFE DEPARTMENT
and
THE CITY OF WACO
and
KEEP WACO BEAUTIFUL
and
WACO PADDLE CLUB
and
WACO FLY FISHING CLUB
and
GROUP W BENCH LITTER PATROL
and
CENTRAL CRUSHED CONCRETE

THIS AGREEMENT, entered into the 3rd day of OCT 2019, by and between the Department of the Army (hereinafter the "Government"), represented by Tim MacAllister, Chief, Operations Division, U.S. Army Corps of Engineers, Fort Worth District, and Texas Parks and Wildlife Department Inland Fisheries Division, the City of Waco, Keep Waco Beautiful, the Waco Paddle Club, Waco Fly Fishing Club, Group W Bench Patrol, and Central Crushed Concrete (hereinafter "Partners").

WITNESSETH, THAT:

WHEREAS, the Government manages lands and waters at Waco Lake which includes recreational opportunities for the public, and

WHEREAS, the construction of small boat access ramps located at Bosque Park and the Middle Bosque Access Point would provide an enhanced recreation experience at Waco Lake, and

WHEREAS, it is mutually beneficial to the Government and to the Partners to work cooperatively in the placement of the small boat access ramps to reduce costs,

WHEREAS, the Partners, in order to assist the Government in this project have voluntarily agreed to construct, purchase supplies, maintain and or provide funds for the construction of two small craft boat ramps at Waco Lake.

WHEREAS, Section 225 of the Water Resources Development Act of 1992, PL 102-580, (Oct 31, 1992) (33 U.S.C. 2328), authorizes the Secretary of the Army to accept contributions from Non-Federal 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 the purposes of this agreement:

- a. The term "Project" shall mean small boat access ramps located at Bosque Park and the Middle Bosque Access Point consisting of:
 1. Two small craft boat ramps, the installation of pipe rail fencing around the parking lots, lighting and gravel placement for access roads and additional parking.
- b. The term "Partners" refers to Texas Parks and Wildlife Department, the City of Waco, Keep Waco Beautiful, the Waco Paddle Club, Waco Fly Fishing Club, Group W Bench Patrol, and Central Crushed Concrete.
- c. The term "total project costs" shall mean all costs incurred by the Government and the Partners directly related to construction of the project.
- d. 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.
- e. 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 shall oversee the construction of the Project. The Partners will provide funding for any contracts, modifications or change orders. Such funding will not be provided directly to the Government.
- b. The Government will provide:
 1. Monthly utility costs to include water and electricity.
 2. Security to the small boat access ramps through routine surveillance and ranger patrols.
 3. A copy of the EM-385-1-1 USACE Safety and Health Requirements Manual.
 4. Construction of the ramps and inspections.

5. Required Section 10-404 permits and other necessary permitting.
6. Verifications of all items listed in financial worksheet attached as Exhibit A.

c. The Partners will provide

1. Miscellaneous supplies and materials needed for construction of the facilities.
2. Signage and Informational brochures.
3. Litter pick-up at site.
4. All work performed will be in compliance with EM-385-1-1 USACE Safety and Health Requirements Manual.

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. A copy of the financial worksheet is attached as Exhibit A and incorporated herein for all purposes.

e. 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 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, and of the Partner's contribution required in accordance with Article II.c. of this Agreement. On the effective date of this Agreement, total project costs are projected to be \$100,000, and the Partners contribution required under Article II.c. of this Agreement is projected to be \$55,000. 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. 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 the total project cost, each party's contribution provided hereto, and each party's share thereof. In the event existing funds are not available to meet the Government's contribution share, the Government shall seek such appropriations as are necessary to meet its contribution, but the Government in no manner represents that such funds will be made available.

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, 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 of part of this Agreement, or to any benefit that may arise therefrom.

ARTICLE VIII – DAMAGES

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 Chief of Operations, U.S. Army Corps of Engineers, Fort Worth District 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. 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.

c. 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. In the event existing funds are not available to meet the Government's contribution share, the Government shall seek such appropriations as are necessary to meet its contribution, but the Government in no manner represents that such funds will be made available.

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 Texas Parks and Wildlife Department:

John Tibbs
Texas Parks and Wildlife Department
Inland Fisheries District 2B Supervisor
8684 LaVillage Ave.
Waco, TX 76712

If to the City of Waco:

Tom Balk, LA
Senior Park Planner
City of Waco, Parks Department
P.O. Box 2570
Waco, Texas 76702

If to Keep Waco Beautiful:

Ashley Millerd
Executive Director
Keep Waco Beautiful
502 Sulte B, Austin Ave
Waco, Texas 76702

If to the Waco Paddle Club:

Diane Massey
President
Waco Paddle Club
2707 Austin Ave
Waco, TX 76710

If to the Waco Fly Fishing Club:

Bob Hanley
President
Waco Fly Fishing Club
P.O. Box 992
Waco, Texas 76714

If to Group W Bench Litter Patrol:

Bruce Huff
President
Group W Bench Litter Patrol:
712 Stoneridge Drive
Hewitt, Texas 76643

If to Central Crushed Concrete:

Thomas Arnold
Owner
P.O. Box 1455
Waco, Texas 76703

If to the Government:

Tim MacAllister
Chief, Operations Division
U.S. Army Corps of Engineers
Fort Worth District
P.O. Box 17300
Fort Worth, Texas 76102-0300

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.

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.

b. Routine and operational points of contacts between parties:

If to Texas Parks and Wildlife Department:

John Tibbs
John.Tibbs@tpwd.texas.gov
254-666-5190

If to the City of Waco:

Tom Balk
TomB@WacoTX.gov
254-652-0747

If to Keep Waco Beautiful:

Ashley Millerd
kwacob@gmail.com
254-399-1077

If to Waco Paddle Club:

Diane Massey
WacoPaddleClub@gmail.com
254-715-6173

If to Waco Fly Fishing Club:

Bob Hanley
nevilleandhanley@yahoo.com
254-776-5444

If to Group W Bench Litter Patrol:

Bruce Huff
ecurb52@hotmail.com
254-598-8319

If to Central Crushed Concrete:

Thomas Arnold
thomas@centralcrushedconcrete.com
832-239-2718


If to the Government:

Heath McLane
Waco Lake Manager
Heath.R.Mclane@usace.army.mil
254-756-5359

ARTICLE XI - CONFIDENTIALITY

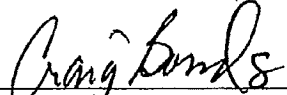
To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party. IN WITNESS WHEREOF, the parties hereto have executed the Agreement, which shall become effective upon the date it is signed by the Chief, Operations Division, U.S. Army Corps of Engineers, Fort Worth District.

The Department of the Army

By 
Tim MacAllister
Chief, Operations Division
Fort Worth District
U.S. Army Corps of Engineers


03 Oct 19
Date

Texas Parks and Wildlife Department

By 
Craig Bonds
Division Director
Inland Fisheries

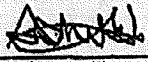
9-16-19
Date

The City of Waco


By  8/27/19
Jonathan Cook
Director
City of Waco Parks & Recreation Dept.

Approved by legal  8/27/19


Keep Waco Beautiful

By  9/18/2019
Ashley Millerd
Executive Director


Waco Paddle Club

By  09-19-19
Diane Massey
President

Waco Fly Fishing Club

By  9/24/19
Bob Hanley
President

Group W Bench Litter Patrol

By  9.30.19
Bruce Huff
President

Central Crushed Concrete

By  9/30/19
Thomas Arnold
Owner

