

CHALLENGE PARTNERSHIP AGREEMENT  
BETWEEN  
THE DEPARTMENT OF THE ARMY  
AND  
UNION SPORTSMEN'S ALLIANCE

THIS AGREEMENT, entered into this 1st day of October 2021, by and between the Department of the Army (hereinafter the "Government") represented by Scott Hyatt, the Operations Project Manager, J. Strom Thurmond Lake, U.S. Army Engineer District, Savannah, and Union Sportsmen's Alliance, (hereinafter the "Partner"), represented by Scott Vance, Chief Executive Officer.

WITNESSETH, THAT:

WHEREAS, the Government manages lands and waters at J. Strom Thurmond Lake which includes recreational opportunities for the public, and

WHEREAS, the installation of an accessible fishing platform at Modoc Boat Ramp on J. Strom Thurmond Lake will increase the recreational opportunities for the public, and

WHEREAS the Partner is interested in promoting and assisting the Government in providing this accessible fishing platform, and

WHEREAS, it is mutually beneficial to the Government and the Partner to work cooperatively to make this accessible fishing platform available to the public, and

WHEREAS, the Partner, in order to assist the Government in this project has 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 the Partner and apply those contributions to the Project, and

WHEREAS, the Government and the Partner 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 Partner agree as follows:

ARTICLE I - DEFINITIONS AND GENERAL PROVISIONS

For purposes of this agreement:

a. The term "Project" shall mean the Government and the Partner jointly moving the existing fishing pier from Clarks Hill Recreation area to the Modoc Boat Ramp and jointly constructing an accessible ramp/walkway from the parking area down to the fishing pier. This project will meet current ADA requirements and will construct a sidewalk from the side of the existing road, with a minimum width of 36 inches and a maximum slope of 1 in 12 and will terminate and connect with the fishing pier on the surface of the lake. There will be a partnership sign installed by the government at the site and the Partner will plan and execute a youth dedication event for children with a starter fishing package set, media promotion, and reception.

b. The term "total project costs" shall mean all costs incurred by the Government and the Partner 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 labor and donated items provided by the Partner, 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 \$10,713 in salary and \$5,450 in equipment use as follows: Equipment utilized (skid steer, excavator, dump truck, barge) = \$5,450 (value of USACE owned equipment)

USACE/ O&M Contractor labor:

General maintenance work @ \$29.65/ hr = \$4,745

Maintenance trade helper @ 23.38/ hr = \$1,870

O&M contractor G&A @4.25% = \$282

O&M contractor profit @ 8.8% = \$583

Chief Ranger @ \$31.59/ hr @ 40hrs = \$1,264

Park Operations Mgr @ \$49.22/ hr @ 40hrs = \$1,969

The Government will also use Handshake funds in the amount of \$9,524.00.

The following Handshake Materials will be purchased by the Government:

(9) cubic yards concrete @ \$125/ cy = \$1,125

(35) crossties @ \$70 each = \$2,450

(3) anchors for the pier @ \$100 each = \$300

(500) ft roll of 3/8" stainless cable @ \$2.48/ ft = \$1,240  
 (4) 18 ton loads of rip rap @ \$33/ ton = \$2,376  
 (10) 3/8" stainless cable clamps @ \$15 each = \$150  
 2) directional signs @ \$350 ea = \$700  
 (1) partnership sign = \$450  
 Equipment - packer rental, 1 week = \$500  
 Inflation guard of .025%=\$233.00  
 Total supply costs =\$9524.00

c. The Partner USA shall provide or purchase and provide/donate:

Youth event Food Cost	200	\$1,600
Fishing Combos- rods, reels, tackle box	150	\$3,750
Drawstring Bags	150	\$440
USA Promo Items- Game Call/Frisbee/etc.	150	\$880
Bait Cups	250	\$48
Bait/Tackle		\$500
Labor (12 Volunteers x 40hrs @\$50/hr)		\$24,000
USA Staff Travel (Transportation, Lodging)	2	\$850
	Total	\$32,068

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 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 Partner and a current projection of total project costs. At least quarterly, the Government shall provide the Partner 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.b. of this Agreement. On the effective date of this Agreement, total project costs are projected to be \$57,755., and the Partner's contribution required under Article II.b. of this Agreement is projected to be \$32,068. Such amounts are estimates subject to adjustment and are not to be construed as the total financial responsibilities of the Government and the Partner.

b. The Partner shall provide the contribution required under Article II.b. of this Agreement in accordance with the following provisions: In kind labor will be provided, as needed, on joint work days and for the dedication event. The donations for the youth/dedication ceremony will be provided on the day of the ceremony-TBD.

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 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 Partner 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 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 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 Partner 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 by telegram, or mailed either by first-class, registered, or certified mail, as follows:

If to the Partner: Dale Culum  
*Union Sportsmens Alliance*  
*Augusta, Georgia*

If to the Government: Scott Hyatt  
Operations Project Manager

U.S. Army Corps of Engineers

Savannah District  
J. Strom Thurmond Lake  
510 Clarks Hill Highway  
Clarks Hill, SC 29821

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 Operations Project Manager, J. Strom Thurmond Lake, *Savannah* District.

The Department of the Army

BY: Scott Hyatt

TITLE: Operations Project Manager

SIGNATURE & DATE:

Union Sportsmen's Alliance

BY: Scott Vance

TITLE: Chief Executive Officer

SIGNATURE & DATE:



10/15/2021

## Challenge Partnership Financial Work Sheet

Corps Project Name: J Strom Thurmond Lake

Work Project Title: Modoc Boat Ramp

POC Name: Charlie Fenwick

Address: 510 Clarks Hill Highway

City: Clarks Hill State: SC Zip Code: 2981

Telephone: 864 - 278 - 3216 x

Location on Project:

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Partner Organization 1: Union Sportsmen's Alliance

POC Name: Cody Campbell

Address: 4800 Northfield Lane

City: Spring Hill

State: TN Zip Code: 37174

Telephone: 931 - 797 - 5340 x

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Proposed start date of work: TBD Based on water levels returning to normal or low conditions.

Simple description of work to be accomplished through the partnership: See Above

Double click on spreadsheet to access data entry fields:

	Local Corps Office	Handshake Funds	Union Sportsmen's Alliance	Partner 2	Partner 3	Partner 4
Salaries	\$10,713	N/A	\$24,000	\$0	\$0	\$0
Travel	\$0	N/A	\$850	\$0	\$0	\$0
Materials and Supplies	\$0	\$9,024		\$0	\$0	\$0
Equipment Use	\$5,450	\$500		\$0	\$0	\$0
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	\$0	\$7,218	\$0	\$0	\$0
<b>Total</b>	<b>\$16,163</b>	<b>\$9,524</b>	<b>\$32,068</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Share of Total Cost</b>	28.0%	16.5%	55.5%	0.0%	0.0%	0.0%
	44.5%					

	Partner 5	Partner 6	Partner 7	Partner 8	Partner 9	Partner 10
Salaries	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Materials and Supplies	\$0	\$0	\$0	\$0	\$0	\$0
Equipment Use	\$0	\$0	\$0	\$0	\$0	\$0
Funds Contributed	\$0	\$0	\$0	\$0	\$0	\$0
Personal Property	\$0	\$0	\$0	\$0	\$0	\$0
Volunteer	\$0	\$0	\$0	\$0	\$0	\$0
In-Kind Services	\$0	\$0	\$0	\$0	\$0	\$0
Other (explain below)	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Share of Total Cost</b>	0.0%	0.0%	0.0%	0.0%	0.0%	0

	Partner 11	Partner 12	Partner 13	Partner 14	Partner 15	Total
Salaries	\$0	\$0	\$0	\$0	\$0	\$34,713
Travel	\$0	\$0	\$0	\$0	\$0	\$850
Materials and Supplies	\$0	\$0	\$0	\$0	\$0	\$9,024
Equipment Use	\$0	\$0	\$0	\$0	\$0	\$5,950
Funds Contributed	\$0	\$0	\$0	\$0	\$0	\$0
Personal Property	\$0	\$0	\$0	\$0	\$0	\$0
Volunteer	\$0	\$0	\$0	\$0	\$0	\$0
In-Kind Services	\$0	\$0	\$0	\$0	\$0	\$0
Other (explain below)	\$0	\$0	\$0	\$0	\$0	\$7,218
<b>Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$57,755</b>
<b>Share of Total Cost</b>	0.0%	0.0%	0.0%	0.0%	0.0%	100%

Explanations: USA will plan and execute a youth dedication event for children with a starter fishing package set, media promotion, and reception.