

CHALLENGE PARTNERSHIP AGREEMENT  
BETWEEN  
THE U.S. ARMY CORPS OF ENGINEERS  
AND  
CADIZ/TRIGG COUNTY PARKS AND RECREATION  
AND  
CITY OF CADIZ  
AND  
CADIZ/TRIGG COUNTY TOURISM  
AND  
CADIZ ROTARY CLUB

THIS AGREEMENT, entered into this 9th day of May, 2024 , by and between the U.S. Army Corps of Engineers (hereinafter the "Government"), represented by Lt. Col. Robert W. Green, District Commander, U.S. Army Corps of Engineers, Nashville District the Cadiz/Trigg County Parks and Recreation Dept, represented by Jeff Hunter, the Director, Cadiz/Trigg County Tourism, represented by Bill Stevens, the Executive Director, the City of Cadiz, represented by Mayor Todd King, and the Cadiz Rotary Club, represented by Ashley Joiner, President, (hereinafter the "Partners").

WITNESSETH, THAT:

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

WHEREAS, the accessibility and playground improvements in Cadiz Recreation Area on Lake Barkley will increase the recreational opportunities for the public, and

WHEREAS the Partner(s) are interested in promoting and assisting the Government in improving Cadiz Recreation Area, and

WHEREAS, it is mutually beneficial to the Government and the Partners to work cooperatively to make the accessibility and playground improvements available to the public, and

WHEREAS, the Partners, in order to assist the Government in this project have voluntarily agreed to make contributions of funds, materials, and services for the construction of the project, 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 funds, materials, personal property, equipment, and/or services from non-federal public and private Partners to accomplish work programs, and

WHEREAS, the Government and the Partner(s) 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 the removal of dilapidated playground equipment, damaged sidewalks, and sand impact material followed by the installation of new concrete sidewalks, a playground structure with ADA/inclusive features, and new ADA compliant surface material in Cadiz Recreation Area on Lake Barkley.

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.

e. No use of the Government's land under this Agreement shall be deemed as creating any ownership interest by the Partners in the Government's said land.

## 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 Partner(s), 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:

- Equipment, labor, materials, and oversight for the design, purchase, and installation of the playground equipment.
- Labor, materials, and equipment to rehab existing concrete walkways to improve accessibility to picnic sites and the new playground structure.

c. The Partner(s) shall provide the following:

- *Cadiz/Trigg County Parks and Recreation, Cadiz/Trigg County Tourism, and Cadiz Rotary Club* - Funding for the purchase and installation of the playground structures (see Financial Worksheet).
- *City of Cadiz* - Equipment and labor to remove the old playground structures, timbers, and impact material (sand). The City will also purchase and install/compact fill dirt to within 8” of finish surface material grade.

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 Partner(s) 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 Partners’ 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 \$102,500, and the Partners’ contribution required under Article II.c. of this Agreement is projected to be \$71,200 as referenced in the “Challenge Partnership Financial Work Sheet.” Such amounts are estimates subject to adjustment and are not to be construed as the total financial responsibilities of the Government and the Partner(s).

b. The Partner(s) shall provide the contribution required under Article II.c. of this Agreement in accordance with the following provisions: Not less than 90 calendar days prior to issuance of the contract solicitation, the Government shall notify the Partner(s) of the funds required from the Partner(s) to meet its projected contribution, including its proportionate share of the Government's financial obligations incurred prior to the commencement of the period of construction. Prior to the issuance of the solicitation, the Partner(s) shall provide the Government with the full amount of the required funds by delivering a check payable to "FAO, USAED, NASHVILLE DISTRICT" to the Resource Manager, Lake Barkley. The Government shall draw from the funds provided by the Partner(s) such sums as the Government deems necessary to cover: (a) the Partner's proportionate share of the Government's financial obligations incurred prior to the commencement of the period of construction; and (b) the Partner’s proportionate share of the Government's contractual and in-house financial obligations as they are incurred during the period of construction. In the event the Government determines that the Partner(s) must provide additional funds to meet its obligation, the Government shall notify the Partner(s) of the additional funds required. Within 30 calendar days thereafter, the Partner(s) shall provide the Government with a check for the full amount of the additional required funds.

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(s) 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.

1. In the event the final accounting shows that the total contribution provided by the Partner(s) is less than its required share of total project costs, the Partner(s) shall, no later than 30 calendar days after receipt of written notice, make a payment to the Government of whatever sum is required to meet the Partners' required share of total project costs.

2. In the event the final accounting shows that the total contribution provided by the Partner(s) exceeds its required share of total project costs, the Government shall, subject to the availability of funds, refund the excess to the Partner(s) no later than 30 calendar days after the final accounting is complete. In the event existing funds are not available to refund the excess to the Partner(s), the Government shall seek such appropriations as are necessary to make the refund.

#### 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(s) 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(s) 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(s) 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 a Partner fails 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 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 by telegram, or mailed either by first-class, registered, or certified mail, as follows:

If to a Partner:           Cadiz/Trigg County Parks and Recreation  
                                  Attn: Jeff Hunter  
                                  P.O. Box 931  
                                  Cadiz, KY 42211

Cadiz/Trigg County Tourism  
Attn: Bill Stevens  
P.O. Box 735  
Cadiz, KY 42211

City of Cadiz  
Attn: Mayor Todd King  
P.O. Box 1465  
Cadiz, KY 42211

Cadiz Rotary Club  
Attn: Ashley Joiner  
P.O. Box 713  
Cadiz, KY 42211

If to the Government: U.S. Army Corps of Engineers  
                                  Attn: Commander, Nashville District  
                                  110 9<sup>th</sup> Ave. S.  
                                  Nashville, TN 37203

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 Lieutenant Colonel Robert W. Green, Commander, Nashville District.

U.S. ARMY CORPS OF ENGINEERS

BY: \_\_\_\_\_

Robert W. Green  
Lieutenant Colonel, U.S. Army  
District Commander

DATE: 21May2024

CADIZ/TRIGG COUNTY PARKS AND RECREATION

BY: 

Jeff Hunter  
Director  
Cadiz/Trigg County Parks and Recreation

DATE: 5-9-2024

CITY OF CADIZ

BY: 

Todd King  
Mayor  
City of Cadiz, Kentucky

DATE: 5-9-2024

CADIZ/TRIGG COUNTY TOURISM

BY: 

Bill Stevens  
Executive Director  
Cadiz/Trigg County Tourism

DATE: 5/9/24

CADIZ ROTARY CLUB

BY: 

Ashley Joiner  
President  
Cadiz Rotary Club

DATE: 5/9/24

## Challenge Partnership Financial Work Sheet

Corps Project Name: Lake Barkley

Work Project Title: Cadiz Park Playground and Accessibility Improvements

POC Name: Kayl Kite

Address: P.O. Box 218 City: Grand Rivers State: KY Zip Code: 42045

Telephone: 270 - 362 - 4236

Location on Project: Cadiz Recreation Area

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Partner Organization 1: Cadiz/Trigg County Parks and Recreation

POC Name: Jeff Hunter, Director

Address: P.O. Box 931 City: Cadiz State: KY Zip Code: 42211

Telephone: 270 - 881 - 3791

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Partner Organization 2: Cadiz/Trigg County Tourism

POC Name: Bill Stevens, Executive Director

Address: P.O. Box 735 City: Cadiz State: KY Zip Code: 42211

Telephone: 270 - 522 - 3892

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Partner Organization 3: City of Cadiz

POC Name: Mayor Todd King

Address: P.O. Box 1465 City: Cadiz State: KY Zip Code: 42211

Telephone: 270 - 522 - 8244

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Partner Organization 4: Cadiz Rotary Club

POC Name: Ashley Joiner, President

Address: P.O. Box 713 City: Cadiz State: KY Zip Code: 42211

Telephone: 270 - 839 - 4400

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Proposed start date of work: **September 2024**

Simple description of work to be accomplished through the partnership:

The Corps and partners plan to repair and expand sidewalks to improve ADA/ABA accessibility of two picnic sites, install a new playground structure and several stand-alone inclusive activities, and install wheelchair accessible surfacing.



	<b>Local Corps Office</b>	<b>Handshake Funds</b>	<b>Partner 1 Cadiz/Trigg County Parks and Recreation</b>	<b>Partner 2 Cadiz/Trigg County Tourism</b>	<b>Partner 3 City of Cadiz</b>	<b>Partner 4 Cadiz Rotary Club</b>
Salaries	\$7,500	N/A	\$0	\$0	\$5,600	\$0
Travel	\$0	N/A	\$0	\$0	\$0	\$0
Materials and Supplies	\$8,000	\$25,000	\$0	\$0	\$6,600	\$0
Equipment Use	\$800	\$0	\$0	\$0	\$4,000	\$0
Funds Contributed	N/A	N/A	\$25,000	\$15,000	\$0	\$5,000
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	\$0	\$0	\$0	\$0
<b>Total</b>	<b>\$16,300</b>	<b>\$25,000</b>	<b>\$25,000</b>	<b>\$15,000</b>	<b>\$16,200</b>	<b>\$5,000</b>
<b>Share of Total Cost</b>	15.9%	24.4%	24.4%	14.6%	15.8%	4.9%
	40.3%					

	<b>Partner 5</b>	<b>Partner 6</b>	<b>Partner 7</b>	<b>Partner 8</b>	<b>Partner 9</b>	<b>Total</b>
Salaries	\$0	\$0	\$0	\$0	\$0	\$13,100
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Materials and Supplies	\$0	\$0	\$0	\$0	\$0	\$39,600
Equipment Use	\$0	\$0	\$0	\$0	\$0	\$4,800
Funds Contributed	\$0	\$0	\$0	\$0	\$0	\$45,000
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>\$102,500</b>
<b>Share of Total Cost</b>	0.0%	0.0%	0.0%	0.0%	0.0%	100%

Explanations: