

CHALLENGE PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
ETOWAH DISC GOLF
AND
COBB COUNTY DISC GOLF
AND
DOUGLAS COUNTY DISC GOLF
AND
DECKSOURCE
AND
PRODIGY DISC

THIS AGREEMENT, entered into this day of 23 September 2016 by and between the Department of the Army (hereinafter the "Government"), represented by the Chief of Operations, U.S. Army Engineer District, Mobile, and Etowah Disc Golf, represented by Sam Barfield; Cobb County Disc Golf, represented by Mike Eldridge; Douglas County Disc Golf, represented by Tim Bell; DeckSource, represented by Craig Dickerson; and Prodigy Disc, represented by Phil Arthur (hereinafter the "Partners").

WITNESSETH, THAT:

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

WHEREAS, the installation of a disc golf course would benefit the public by increasing recreational opportunities for the public; and

WHEREAS the Partners are interested in promoting and assisting the Government in providing the disc golf course on Allatoona Lake Project lands; and

WHEREAS, it is mutually beneficial to the Government and the Partners to work cooperatively to make the disc golf course available to the public; and

WHEREAS, the Partners, 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 Partners and apply those contributions to the Allatoona Lake 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 purposes of this agreement:

a. The term "Project" shall mean the creation of an eighteen-hole disc golf course at Riverside Day Use Area on Allatoona Lake, as generally described in the Handshake Program Application dated, 23 September 2014 and approved January 2015.

b. The term "total project costs" shall mean all costs incurred by the Government and the Partners directly related to the restoration 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"), shall expeditiously construct the Government's portion of the Project, applying those procedures usually applied to Federal projects, pursuant to Federal laws, regulations, and policies.

b. The Government shall provide \$10,000 for salaries, \$15,000 for Materials and Supplies, and \$10,000 for Equipment Use. Upon Project completion, the government shall be responsible for all oversight and maintenance on the course.

c. The Partners shall provide \$4,395 for Materials and Supplies, \$11,300 for Volunteer Services, and \$475 for In-Kind Services including design and construction expertise.

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 and a current projection of total project costs. On the effective date of this Agreement, total project costs are projected to be \$51,170, and the Partners contribution required under Article II c. of this Agreement is projected to be \$16,170. 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 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 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 the Partners fail to fulfill its obligations under this Agreement, the Operations Division Chief 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 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.

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 Partners: *Etowah Disc Golf*
Sam Barfield
3948 Bridgewater Lane
Acworth, GA 30101

Cobb County Disc Golf
Mike Eldridge
1135 Castell Rd
Powder Springs, GA 30127

Douglas County Disc Golf
Tim Bell
332 Sterling Trail
Powder Springs, GA 30127

DeckSource
Craig Dickerson
4461 Bretton Court Suite 300
Acworth, GA 30101

Prodigy Disc
Phil Arthur
12195 Highway 92, Suite 114
Woodstock, GA 30188

If to the Government: *US Army Corps of Engineers*
Mobile District
Allatoona Lake
1138 State Route 20 Spur
Cartersville, GA 30120

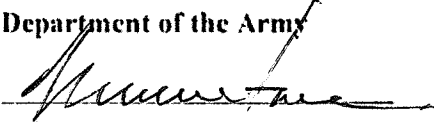
b. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

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 Division Chief, Mobile District.


The Department of the Army

BY: 

William W. Fuller
Operations Division Chief
Mobile District
U.S. Army Corps of Engineers

DATE: 9/23/16


Etowah Disc Golf

BY: 

Sam Barfield
Chairman
Etowah Disc Golf

DATE: 9-16-2016

Cobb County Disc Golf

BY: 

Mike Eldridge
President
Cobb County Disc Golf

DATE: 9/6/16


Douglas County Disc Golf

BY: 

Tim Bell
President
Douglas County Disc Golf

DATE: 9/14/16

DeckSource

BY: 

Craig Dickerson
Manager
Etowah Disc Golf

DATE: 9-6-16

Prodigy Disc

BY: 

Phil Arthur
Owner
Prodigy Disc

DATE: 9-7-16

Challenge Partnership Financial Work Sheet

Corps Project Name: Allatoona Lake

Work Project Title: Etowah River Disc Golf at Riverside Park

POC Name: Chris Purvis

Address: 1138 GA Highway 20 Spur City: Cartersville State: GA Zip Code: 30121

Telephone: 678 - 721 - 6700 x

Location on Project: Riverside Day Use Area

Partner Organization 1: Etowah Disc Golf

POC Name: Sam Barfield

Address: 3984 Bridgewater LN City: Acworth State: GA Zip Code: 30101

Telephone: 404 - 234 - 7990 x

Partner Organization 2: Cobb County Disc Golf

POC Name: Mike Eldridge

Address: 1135 Castell Rd City: Powder Springs State: GA Zip Code: 30127

Telephone: 678 - 699 - 1233 x

Partner Organization 3: Douglas County Disc Golf

POC Name: Tim Bell

Address: 332 Sterling Trail City: Powder Springs State: GA Zip Code: 30127

Telephone: 770 - 853 - 5714 x

Partner Organization 4: DeckSource

POC Name: Craig Dickerson

Address: 4461 Bretton Court Suite 300 City: Acworth State: GA Zip Code: 30101

Telephone: 770 - 966 - 8360 x

Partner Organization 5: Prodigy Disc

POC Name: Phil Arthur

Address: 12195 Highway 92, Suite 114 City: Woodstock State: GA Zip Code: 30188

Telephone: 770 - 693 - 0098 x

Simple description of work to be accomplished through the partnership: Development of an eighteen hole disc golf course in Riverside Day Use Area including site preparation, course layout, disc baskets, tee pad construction and signage.

	Local Corps Office	Handshake Funds	Partner 1	Partner 2	Partner 3	Partner 4
Salaries	\$10,000	N/A	\$0	\$0	\$0	\$0
Travel	\$0	N/A	\$0	\$0	\$0	\$0
Materials and Supplies	\$5,000	\$10,000	\$1,200	\$350	\$600	\$1,000
Equipment Use	\$10,000	\$0	\$0	\$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	\$9,300	\$1,000	\$1,000	\$0
In-Kind Services	N/A	N/A	\$475	\$0	\$0	\$0
Other (explain below)	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$25,000	\$10,000	\$10,975	\$1,350	\$1,600	\$1,000
Share of Total Cost	48.9%	19.5%	21.4%	2.6%	3.1%	2.0%

	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	\$1,245	\$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
Total	\$1,245	\$0	\$0	\$0	\$0	\$0
Share of Total Cost	2.4%	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	\$10,000
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Materials and Supplies	\$0	\$0	\$0	\$0	\$0	\$19,395
Equipment Use	\$0	\$0	\$0	\$0	\$0	\$10,000
Funds Contributed	\$0	\$0	\$0	\$0	\$0	\$0
Personal Property	\$0	\$0	\$0	\$0	\$0	\$0
Volunteer	\$0	\$0	\$0	\$0	\$0	\$11,300
In-Kind Services	\$0	\$0	\$0	\$0	\$0	\$475
Other (explain below)	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$0	\$0	\$0	\$0	\$0	\$51,170
Share of Total Cost	0.0%	0.0%	0.0%	0.0%	0.0%	100%