

**CHALLENGE PARTNERSHIP AGREEMENT BETWEEN  
THE DEPARTMENT OF THE ARMY  
AND  
KEEPING DEGRAY LAKE BEAUTIFUL**

THIS AGREEMENT, entered into this day of \_\_\_\_\_, 2016, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander, U.S. Army Engineer Vicksburg District and Partners as follows: Keeping DeGray Lake Beautiful (KDLB); Arkansas Game and Fish Commission; Iron Mountain Lodge and Marina; Arkadelphia Junior ROTC; Asphalt Contractors, Inc.; Clark County Road Department; Human Development Center; and DLT Events, Inc., (hereinafter the "Partners"), represented by **Russ Johnson** (KDLB).

WITNESSETH, THAT:

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

WHEREAS, the installation of an all-natural surface hiking trail and Interpretive Trail System at the Lower Lake Recreation Area on DeGray Lake will increase the recreational opportunities for the public, and

WHEREAS the Partners are interested in promoting and assisting the Government in providing this interpretive trail system, and

WHEREAS, it is mutually beneficial to the Government and the Partners to work cooperatively to make this interpretive trail system available to the public, and

WHEREAS, the Partners, 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 the Partners 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 Partners agree as follows:

#### ARTICLE I - DEFINITIONS AND GENERAL PROVISIONS

For purposes of this agreement:

a. The term "Project" shall mean a natural surface interpretive trail system; a 3/4-mi trail in DeGray Lake's Lower Lake Area. This 3/4 mile route focuses on nature, local history of area and the Corps Mission and would provide an all-weather natural surface path with interpretive signage. Additionally add an observation deck over the water at approximately midway along the established accessible trail. (Map of proposed trail, with location of observation deck, is attached.)

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.

## 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 Partners, 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: Challenge Partnership Handshake funding (\$35,000), manpower, equipment, subject matter expertise and logistical support to accomplish the Interpretive System partnering project. Specifically, the Corps will aid with logistical support, provide equipment to remove any needed woody vegetation and aid in installing culverts for controlling drainage problems. The DeGray Lake interpretive staff will provide guided talks and tours highlighting mission essential tasks, safety, environmental stewardship, forestry, fish and wildlife, and tell the Corps story.

c. The Partners shall provide: agreed funding, design expertise with respect to trail layout and observation deck design. Funding will be utilized to award contracts for trail and observation deck construction. The Volunteers: Human Development Center, Arkadelphia Junior ROTC will assist with signage, maintenance, painting, clearing, cleanup and potentially interpretive programming assistance. Fred Phillips, DLT Events, Inc., will assist in design expertise on layout of trail.

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 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 Partners contributions required in accordance with Article II.b of this Agreement. On the effective date of this Agreement, total project costs are projected to be \$214,605 and the Partners' contribution required under Article II.b of this Agreement is projected to be \$153,605. 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. The Partners shall provide the contribution required under Article II.b of this Agreement in accordance with the following provisions: Not less than 30 calendar days prior to issuance of the solicitation for the first construction contract, the Government shall notify the Partners of the funds required from the Partners to meet projected contributions, 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 Partners shall provide the Government with the full amount of the required funds by delivering a check payable to "FAO, USAED, Vicksburg District" to the District Commander. The Government shall draw from the funds provided by the Partners such sums as the Government deems necessary to cover: (a) the Partners' proportionate share of the Government's financial obligations incurred prior to the commencement of the period of construction; and (b) the Partners' 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 Partners must provide additional funds to meet obligations, the Government shall notify the Partners of the additional funds required. Within 60 calendar days thereafter, the Partners 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 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.

1. In the event the final accounting shows that the total contribution provided by the Partners is less than its required share of total project costs, the Partner shall, no later than 90 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 Partners exceeds its required share of total project costs, the Government shall, subject to the availability of funds, refund the excess to the Partner no later than 90 calendar days after the final accounting is complete. In the event existing funds are not available to refund the excess to the Partners, 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 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 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 elect 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 Partners: *Keeping DeGray Lake Beautiful*  
*134 Iron Mountain Marina Drive*  
*Arkadelphia, AR 71923*

If to the Government: *DeGray Lake Field Office*  
*U.S. Army Engineer District*  
*729 Channel Rd*  
*Arkadelphia, AR 71923*

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 John W. Cross, Colonel, Corps of Engineers; Vicksburg District.

*The Department of the Army*

BY: John W. Cross

Signature

*John W. Cross*

TITLE:

ICOR

DATE:

27 June 2016

*Keeping DeGray Lake Beautiful*

BY: Russell Johnson

Signature

*Russell Johnson*

TITLE:

PRESIDENT KDLB

DATE:

3/31/16

*Arkansas Game & Fish Commission*

BY: Kirsten Bartlow

Signature Kirsten Bartlow

TITLE: Watchable Wildlife Coordinator

DATE: 4/26/16

*Iron Mountain Lodge & Marina*

BY: David or Vickie Egleston

Signature Vickie Egleston

TITLE: Lodge Manager

DATE: 4-18-16

*Arkadelphia Junior ROTC*

BY: William Pettigrew

Signature William Pettigrew

TITLE: SPORC Instructor

DATE: 6/14/16

*Asphalt Contractors, Inc.*

BY: Freddy Gunn

Signature Freddy Gunn

TITLE: VP

DATE: 4-25-16

*Clark County Road Department/*

*Clark County Judge*

BY: Ron Daniell

Signature Ron Daniell

TITLE: County Judge

DATE: 6-7-16

*Human Development Center*

BY: Steve Farmer

Signature Steve Farmer

TITLE: Syst.

DATE: 6-7-16

*DLT Events*

BY: Fred Phillips

Signature Fred Phillips

TITLE: President

DATE: 3.31.16

CHALLENGE PARTNERSHIP FINANCIAL WORK SHEET

Project Name: DeGray Lake

Contact Person: Renea Guin, Natural Resource Specialist

Address: 729 Channel Road, Arkadelphia, AR. 71923

Phone: 501-246-5501 extension 64010

Work Project Title: DeGray Lake Watchable Wildlife Interpretive Trail

Location: Lower Lake Recreation Area, Clark County, AR

Proposed Date of Work: October 2016

Description of Work: Construct and maintain a watchable wildlife interpretive trail of approximately 1.0 miles within the Lower Lake Recreation Area. Trail will connect with the existing Sunshine Trail. An observation deck will also be constructed approximately midway along the existing accessible Sunset Trail.

Partners:

Partner Organization 1: Keeping DeGray Lake Beautiful

POC Name: Russ Johnson

Address: 26 Carmel Drive City: Little Rock State: AR Zip Code: 72212

Telephone: 501 - 256 - 4262

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Partner Organization 2: Arkansas Game & Fish Commission

POC Name: Kirsten Bartlow

Address: #2 Natural Resource Drive City: Little Rock State: AR Zip Code: 72205

Telephone: 501 - 223 - 6473

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Partner Organization 3: Iron Mountain Lodge & Marina

POC Name: David & Vickie Egleston

Address: 134 Iron Mountain Lodge & Marina City: Arkadelphia State: AR Zip Code: 71923

Telephone: 870 - 246 - 4310

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Partner Organization 4: Arkadelphia Junior ROTC

POC Name: William Pettigrew

Address: 401 High School Drive City: Arkadelphia State: AR Zip Code: 71923

Telephone: 870 - 246 - 7373 x221

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Partner Organization 5: Asphalt Contractors, Inc.

POC Name: Freddy Gunn

Address: 3217 West 34<sup>th</sup> Street

City: Little Rock

State: AR Zip Code: 72204

Telephone: 501 - 804 - 1160

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Partner Organization 6: Clark County Road Department

POC Name: Ron Daniell

Address: 501 Clay Street

City: Arkadelphia

State: AR Zip Code: 71923

Telephone: 870 - 246 - 5847

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Partner Organization 7: Human Development Center

POC Name: Steve Farmer

Address: PO Box 70, slot 5540

City: Arkadelphia

State: AR Zip Code: 71923

Telephone: 870 - 246 - 8011

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Partner Organization 8: DLT Events, Inc.

POC Name: Fred Phillips

Address: 111 Evonshire Drive

City: Arkadelphia

State: AR Zip Code: 71923

Telephone: 870 - 246 - 6686

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	<u>Corps \$</u>	<u>Partner \$</u>	<u>Total \$</u>
Salaries:	6,000	0	6000
Travel:	0	0	0
Materials and Supplies:	40,000 (\$30K Handshake)	19,200	59,200
Equipment Use:	15,000 (\$5K Handshake)	2,500	17,500
Cash/Funds:	NA	0	0
Personal Property:	NA	0	0
Volunteer:	NA	40,000	40,000
In-Kind Services:	NA	49,370	49,370
Other:	0	42,535*	42,535
Total:	61,000	153,605	214,605
Share of Total Cost:	28% (includes Handshake)	72%	100%

**\*Other** - In 2012 KDLB was awarded a grant from the Arkansas Game & Fish Commission for a portion of the accessible trail originally in the amount of \$34,000.00. Money was received in March of 2013; trail work began in the fall of 2013 with initial trail base work. An additional \$8535.00 was granted in 2014. Completion of the accessible portion of the trail was complete on July 26, 2014.



