

**CHALLENGE PARTNERSHIP AGREEMENT
BETWEEN
THE U.S ARMY CORPS OF ENGINEERS
AND
TENNESSEE WILDLIFE RESOURCES AGENCY
AND
TROUT UNLIMITED
AND
FRIENDS OF DALE HOLLOW LAKE
AND
CLAY COUNTY**

THIS AGREEMENT, entered into this 9th day of August 2023, by and between the U.S. Army Corps of Engineers (hereinafter the "Government"), represented by Lt. Col. Robert W. Green, the District Commander, U.S. Army Corps of Engineers, Nashville District, the Tennessee Wildlife Resources Agency, represented by Jason Maxedon, the Executive Director, and Trout Unlimited, represented by Arthur Smith, Chapter President, Friends of Dale Hollow, represented by Kinion Dunn, President, and Clay County, represented by Dale Reagan, County Executive, (hereinafter referred to as the "Partners").

WITNESSETH, THAT:

WHEREAS, the Government manages lands and waters of Dale Hollow Lake and portions of the Obey River tailwater area which includes recreational opportunities for the public, and

WHEREAS, the improvement of Moody Access Area on Dale Hollow Lake will increase the recreational opportunities for the public, and

WHEREAS the Partners are interested in promoting and assisting the Government in improving Moody Access, and

WHEREAS, it is mutually beneficial to the Government and the Partners to work cooperatively to make this improved area available to the public, and

WHEREAS, the Partners, in order to assist the Government in this project have, voluntarily agreed to make contributions of materials and services for the construction of the project as defined in Article I(a).

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 the non-federal public and private groups and individuals to accomplish work programs.

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 refurbishment and improvement of two dilapidated fishing piers, the largest of which will meet ADA compliance. Improvements will consist of new handrailing system, decking, and sidewalk. Fishing piers are located within Moody Access Recreation Area, one mile downstream of Dale Hollow Dam on right descending bank.

b. The terms "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 personal 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 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 equipment, labor, materials, and oversight for the design and construction of the project.

c. The Partners shall provide equipment, labor, and materials, for the design and construction of the project.

d. The Government shall perform a final accounting to determine the contributions provided by all parties to this agreement.

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 IIc. of this Agreement. On the effective date of this Agreement, total project costs are projected to be \$84,000, and the Partners' contribution required under Article IIc. of this Agreement is projected to be \$42,500, 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.

b. 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.

1. In the event the final accounting shows that the total contribution provided by the Partner is less than its required share of total project costs, the Partner 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 Partner's required share of total project costs.

2. In the event the final accounting shows that the total contribution provided by the Partners exceeds their required share of total project costs, the Government shall, subject to the availability of funds, refund the excess to the Partners 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 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 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 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, no party shall provide, without the consent of the other parties, 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 a 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 Partners, and 60 calendar days thereafter each party may elect without penalty to terminate this Agreement or to suspend future performance under this Agreement. In the event that any 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 any party elects to terminate this Agreement pursuant to this Article, all 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: Tennessee Wildlife Resources Agency
Attn: Executive Director
5107 Edmonson Pike
Ellington Agricultural Center
Nashville, TN 37211

Trout Unlimited – Music City Chapter
Attn: President
3011 Armory Drive
Suite 300
Nashville, TN 37204

Friends of Dale Hollow
Attn: President
1115 W Main St
P.O. Box 379
Livingston, TN 38570

Clay County
Attn: County Executive
145 Cordell Hull Dr
Celina, TN 38551

If to the Government: U.S. Army Corps of Engineers
Attn: Commander, Nashville District
110 9th 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.

Challenge Partnership Financial Work Sheet

Corps Project Name: Dale Hollow Lake

Work Project Title: Moody Access Improvement

POC Name: Eric T Matthews

Address: 540 Dale Hollow Dam Rd City: Celina State: TN Zip Code: 38551

Telephone: 931 - 243 - 3136

Location on Project: Moody Recreation Area

Partner Organization 1: Tennessee Wildlife Resources Agency

POC Name: Justin Spaulding

Address: 464 Industrial Blvd City: Crossville State: TN Zip Code: 38555

Telephone: 931 - 484 - 9571

Partner Organization 2: Trout Unlimited – Music City Chapter

POC Name: Arthur Smith

Address: 3011 Armory Drive City: Nashville State: TN Zip Code: 37204

Telephone: 615 - 665 - 1811

Partner Organization 3: Friends of Dale Hollow Lake

POC Name: Kinion Dunn

Address: 1115 W Main St City: Livingston State: TN Zip Code: 38572

Telephone: 931 - 607 - 3897

Partner Organization 4: Clay County

POC Name: Dale Reagan

Address: 145 Cordell Hull Dr City: Celina State: TN Zip Code: 38551

Telephone: 931 - 243 - 3136

Proposed start date of work: **September 2023**

Simple description of work to be accomplished through the partnership:

The Corps and partners together plan to refurbish and improve two dilapidated fishing piers, the largest of which will meet ADA/ABA compliance. Improvements will consist of new handrailing system, decking, and sidewalk. Fishing piers are located within Moody Access Recreation Area, one mile downstream of Dale Hollow Dam on right descending bank. Deterioration has occurred due to sloughing and settling of the riverbank adjacent to one of the piers. We plan to stabilize this bank to alleviate future and further deterioration

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

U.S. ARMY CORPS OF ENGINEERS

TENNESSEE WILDLIFE RESOURCES AGENCY

BY: _____

BY: 

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

Jason Maxedon
Executive Director
Tennessee Wildlife Resources Agency

DATE: 18AUG2023

DATE: 7/19/23

TROUT UNLIMITED - MUSIC CITY
CHAPTER

FRIENDS OF DALE HOLLOW LAKE

BY: 

BY: 

Arthur Smith
President
Music City Chapter TU

Kinion Dunn
President
Friends of Dale Hollow Lake

DATE: 7/20/23

DATE: 8/8/23

CLAY COUNTY

BY: 

Dale Reagan
County Executive
Clay County Tennessee

DATE: 7/21/23

	Local Corps Office	Handshake Funds	Partner 1 TWRA	Partner 2 Trout Unlimited	Partner 3 Friends of Dale Hollow	Partner 4 Clay County
Salaries	\$8,500	N/A	\$6,000	\$0	\$0	\$0
Travel	\$0	N/A	\$0	\$0	\$0	\$0
Materials and Supplies	\$4,500	\$25,000	\$15,000	\$7,000	\$2,000	\$0
Equipment Use	\$3,500	\$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	\$0	\$0	\$3,000	\$4,500
In-Kind Services	N/A	N/A	\$5,000	\$0	\$0	\$0
Other (explain below)	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$16,500	\$25,000	\$26,000	\$7,000	\$5,000	\$4,500
Share of Total Cost	19.6%	29.8%	31.0%	8.3%	6.0%	5.4%
	49.4%					