

**CHALLENGE PARTNERSHIP AGREEMENT**

between

**THE DEPARTMENT OF THE ARMY, FORT WORTH DISTRICT, WRIGHT PATMAN LAKE**

and

**TEXARKANA DISC GOLF ASSOCIATION**

and

**HOLT REPAIR**

and

**WAFFLE HOUSE**

and

**SHREVEPORT-BOSSIER DISC GOLF UNION**

and

**LOWES**

and

**DYNAMIC DISC NW ARKANSAS**

and

**LONGVIEW DISC GOLF ASSOCIATION**

and

**CAMDEN DISC GOLF ASSOCIATION**

and

**BIG JAKES BBQ**

and

**TURNER LANDSCAPING**

THIS AGREEMENT, entered into this day of 29 JUL 2022 by and between the Department of the Army, U.S. Army Corps of Engineers Fort Worth District (hereinafter the "Government"), and Texarkana Disc Golf Association (hereinafter "TDGA"), Holt Repair, Waffle House, Shreveport-Bossier Disc Golf Union (hereinafter "SBDGU"), Lowes, Dynamic Discs NW Arkansas (hereinafter "DDNWA"), Longview Disc Golf Association (hereinafter "LDGA"), Camden Disc Gold Association (hereinafter "CDGA"), Big Jakes BBQ, and Turner Landscaping. TDGA, Holt Repair, Waffle House, SBDGU, Lowes, DDNWA, LDGA, CDGA, Big Jakes BBQ, and Turner Landscaping are identified as "Partners" in this agreement and are represented by directors, presidents, owners or other designated representatives as identified following Article XI of this agreement.

WITNESSETH, THAT:

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

WHEREAS, the installation of a disc golf course in Spillway Park Recreation Area at Wright Patman Lake will increase the recreational opportunities for the public, and

WHEREAS, the Partners are interested in promoting and assisting the Government in providing this disc golf course, and

WHEREAS, it is mutually beneficial to the Government and the Partners to work cooperatively to make this disc golf course 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 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 include all reviews, clearances, and oversight of applicable environmental laws and regulations, as well as the design, installation, and construction of an eighteen-hole disc golf course in the Spillway Park Recreation Area at Wright Patman Lake.
- b. The term "total project costs" shall mean all costs incurred by the Government and the Partners directly related to the project, estimated in the "Challenge Cost-Sharing Financial Worksheet" identified in Appendix A.
- c. This agreement in no way restricts the Government or the Partners from participating in similar activities or arrangements with, or accepting contributions from other public and private agencies, organizations, and individuals.
- d. All donated materials, equipment, 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, subject to and using funds appropriated by Congress, provide materials and services identified in Appendix A, attached hereto and made a part hereof. This shall include providing materials, equipment, and labor necessary for land preparation and course installation.
  - **The Wright Patman Lake Project (Partnership Value: \$30,000):** Wright Patman Lake Project Staff will provide oversight and coordination among partners throughout the scope of the project. This includes staff time to oversee volunteer activities and services through project completion.
  - **Handshake (Partnership Value: \$25,000):** The Handshake Program will provide the funding for supplies and materials, as well as items such as signage, construction tools, and other items needed for the completion of the Project.

- c. The Partners shall provide professional design skills to assist with course layout prior to installation. Additionally, the Partners shall provide design suggestions regarding tee signs and course maps needed to complete the course, promotion of the course, and labor to complete installation. Additional Partner contributions of materials and supplies, equipment, funds, volunteer labor, in-kind services, and promotional services are identified in Appendix A.
- 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 Partners and a current projection of total project costs. At the conclusion of the Project the Government shall provide the Partners with a report setting forth all contributions provided in relation to 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. e. of this Agreement. On the effective date of this Agreement, total project costs are projected to be \$139,404, and the Partners' collective contributions required under Article II. c. of this Agreement is projected to be \$84,404. Such amounts are estimates subject to adjustment and are not to be construed as the total financial responsibilities of the Government or of the Partners.
- b. The Partners shall provide services required under Article II. c. of this Agreement based on funding and/or volunteer availability.
- 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.

### **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 all parties involved in such a dispute. All the parties involved in a dispute would each pay an equal share 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 60 I of Title VI of the Civil Rights Act of 1964, PL 88-352, and the Department of Defense Directive 5500.11 issued pursuant there to 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 there from.

## **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 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 any party may elect without penalty to terminate this Agreement or to suspend future performance under this Agreement.

In the event that a 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 a 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 three-month period if the period of delinquency exceeds three 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

Texarkana Disc Golf  
Association  
Chase Steed  
6210 Gibson Ln 7303  
Texarkana, TX 75503  
Phone: 903-701-3338

Holt Repair  
Terry Holt  
208 WG Sorsby Rd.  
Texarkana, TX 75501  
903-278-8484

Waffle House  
Joann Cox  
5117 Summerhill Rd  
Texarkana, TX 75503  
903-792-4859

Shreveport-Bossier Disc Golf Union (SBDGU)

Kevin Pelton  
5784 S Lakeshore Dr Shreveport, LA  
71129  
318-218-0830

Lowes  
James Holt  
501 Walton Dr  
Texarkana, TX 75501  
903-831-5700

Dynamic Discs NW Arkansas (DDNWA)  
Matt Loyd  
2425 Fleming Dr  
Springdale, AR 72762  
479-365-7997

Longview Disc Gold Association (LDGA)  
Hayden Henry  
44 Creekmont Lane  
Longview, TX 75605  
903-368-2470

Camden Disc Golf Association (CDGA)  
Jerry Ray  
2389 Springdale Ave  
Camden, AR 71701

Big Jakes BBQ  
Lance Steed  
5710 Richmond Rd  
Texarkana, TX 75503  
903-792-6227

Turner Landscaping  
Ted Turner  
16 White Oak Lane, Wake Village, TX  
75501903-280-4458

If to the Government:

Natural Resource Specialist,  
Wright Patman Lake,  
Logan Lovelace  
64 Clear Springs Rd.  
Texarkana, TX 75501  
Phone: 903-838-8781

- a. A party may change the address to which such communications are to be directed by giving written notice to the other parties in the manner provided in this Article.
- b. 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 Commander, Fort Worth District or his/her designee.

The Department of the Army

By: Timothy L. Macallister

Title: U.S. Army Corps of Engineers  
Fort Worth District

Signature: Timothy L. Macallister

Date: 02 June 2022

Texarkana Disc Golf Association

Chase Seed

President

Signature: Chase

Date: June 10, 22

Holt Repair

Terry Holt

Owner

Signature: Terry Holt

Date: 6/10/22

Shreveport-Bossier Disc Golf Union

Kevin Pelton

President

Signature: \_\_\_\_\_

*Kevin Pelton*

Date: \_\_\_\_\_

*July 3rd, 2022*

Lowe's

James Holt

Manager

Signature: \_\_\_\_\_

*John Holt*

Date: \_\_\_\_\_

*6/20/22*

Camden Disc Golf Association

Jerry Ray

President

Signature: \_\_\_\_\_

*Jerry Ray*

Date: \_\_\_\_\_

*7/4/22*

Dynamic Disc NW Arkansas

Matt Loyd

President

Signature: \_\_\_\_\_

*Matt Loyd*

Date: \_\_\_\_\_

*July 7, 22*

Waffle House

Joann Cox

Manager

Signature: \_\_\_\_\_

*Joann Cox*

Date: \_\_\_\_\_

*7/7/2022*

Longview Disc Golf Association

Hayden Henry

President

Signature: \_\_\_\_\_

*Hayden Henry*

Date: \_\_\_\_\_

*7/7/22*

Big Jakes BBQ

Lance Seed

Manager

Signature: \_\_\_\_\_

*Lance Seed*

Date: \_\_\_\_\_

*7/12/22*

Turner Landscaping

Ted Turner

Owner

Signature: \_\_\_\_\_

*Ted Turner*

Date: \_\_\_\_\_

*7/13/22*

**APPENDIX A**

Proposed start date of work; May 1, 2022

Simple description of work to be accomplished through the partnership: Design and build an 18- hole disc golf course in Spillway Park Recreation Area at Wright Patman Lake.

	Local Corps Office	Handshake Funds	Texarkana Disc Golf Association	Holt Repair	Waffle House	Shreveport-Bossier DiscGolf Union
Salaries	\$10,000	N/A		\$0	\$0	\$0
Travel	\$0	N/A	\$0	\$0	\$0	\$0
Materials and Supplies	\$10,000	\$25,000	\$0	\$0	\$3,000	\$0
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	\$33,742	\$23,162	\$0	\$2,820
In-Kind Services	N/A	N/A	\$10,000		\$0	\$0
Other (explain below)	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total</b>	<b>\$30,000</b>	<b>\$25,000</b>	<b>\$43,742</b>	<b>\$23,162</b>	<b>\$3,000</b>	<b>\$2,820</b>
<b>Share of Total Cost</b>	21.5%	17.9%	31.4%	16.6%	2.2%	2.0%
	39.5%					

	Lowes	Dynamic Discs NW Arkansas	Longview Disc Golf Association	Camden Disc Golf Association	Big Jakes BBQ
Salaries	\$0	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$0
Materials and Supplies		\$3,500	\$500	\$0	\$0
Equipment Use	\$0	\$0	\$0	\$0	\$0
Funds Contributed	\$0	\$0	\$200	\$0	\$500
Personal Property	\$0	\$0	\$0	\$0	\$0
Volunteer	\$0	\$0	\$0	\$2,633	\$4,007
In-Kind Services	\$0	\$0	\$0	\$0	\$0
Other (explain below)	\$0	\$0	\$0	\$0	\$0
<b>Total</b>	<b>\$0</b>	<b>\$3,500</b>	<b>\$700</b>	<b>\$2,633</b>	<b>\$4,007</b>
<b>Share of Total Cost</b>	0.0%	2.5%	0.5%	1.9%	2.9%
					0.003586698

	Turner Landscaping	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	\$42,000
Equipment Use	\$0	\$0	\$0	\$0	\$0	\$10,000
Funds Contributed	\$0	\$0	\$0	\$0	\$0	\$700
Personal Property	\$0	\$0	\$0	\$0	\$0	\$0
Volunteer	\$340	\$0	\$0	\$0	\$0	\$66,704
In-Kind Services	\$0	\$0	\$0	\$0	\$0	\$10,000
Other (explain below)	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total</b>	<b>\$340</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$139,404</b>
<b>Share of Total Cost</b>	0.2%	0.0%	0.0%	0.0%	0.0%	100%