

CHALLENGE PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, ST. LOUIS DISTRICT
WAPPAPELLO LAKE
AND
THE WAYNE COUNTY SPORTSMAN ASSOCIATION

THIS AGREEMENT, entered into this 26th day of February, 2015, by and between the Department of the Army (hereinafter the "Government"), represented by the Wappapello Lake Project Manager U.S. Army Corps of Engineer, St. Louis District, and the Wayne County Sportsman Association, represented by Mr. Jerry Tibbs (hereinafter the "Partner").

WITNESSETH THAT:

WHEREAS, the Government manages lands and waters at Wappapello Lake Project to provide quality habitat by manipulating environmental features to restore historic components and maintain diversity for a variety of plant and animal species, and

WHEREAS, the cooperation between the Government and the Partner will provide additional resources for management of quality habitat to benefit all lake visitors and adjacent landowners, and

WHEREAS, it is mutually beneficial to the Government and the Partner to work cooperatively to provide management of native wildlife for all lake visitors, and

WHEREAS, Section 225 of the Water Resources Development Act of 1992, PL 102-580, (Oct 31, 1992), authorized the Secretary of the Army to accept contributions from the Partner 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 Partner agree as follows:

ARTICLE I - DEFINITIONS AND GENERAL PROVISIONS

For purposes of this agreement:

- a. The term "Project" shall mean all efforts resulting in the management of 400 acres of Government lands to enhance wildlife habitat through practices that can include but are not limited to: summer and winter food plot planting, successional disking and mowing, edge feathering, TSI, tree and shrub plantings, prescribed burning, invasive species removal (such as feral hogs and Emerald Ash Borer), and wetland construction/management at Wappapello Lake. The management area is identified in Exhibit "A."
- b. The term "total project costs" shall mean all costs incurred by the Government and the Partner directly related to the implementation of the Project, estimated in the "Challenge Cost-Sharing Financial Work Sheet," identified in Appendix "A."
- 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.

ARTICLE II - OBLIGATIONS OF THE PARTIES

- a. The Government shall be responsible for writing a wildlife management plan and shall provide oversight for the Project.
- b. The Government shall be responsible for providing seed for summer/fall food plots.
- c. The Government shall provide fertilizer for summer/fall food plots.
- d. The Government will provide one key. The partner will not make any duplicates of the key. The partner will keep gates closed at all times and must lock the gate back at the end of work day. In addition, the Partner will notify the Government prior to entering any gate.
- e. The Partner shall be responsible for bush hogging field access roads once per year prior to September 15.
- f. The Partner shall agree to plant both corn, milo, or soybean summer food plots and winter wheat fall food plots, as identified in Appendix "A-2."
- g. The Partner shall apply fertilizer supplied by the Government to summer/fall food plots.

- h. The Partner shall not perform any work during the firearms and alternate methods portion of deer season and during the spring turkey season.
- i. The Partner may perform additional "Project" management practices with prior approval from the Government.

ARTICLE III – FINAL ACCOUNTING

All resources necessary to fulfill the purposes of this Agreement shall be available at the commencement of the Project. The Partner shall provide the funds/items identified in Appendix B, attached hereto and made a part thereof.

No federal funds may be used to meet the Partner's share of the total project costs under this Agreement.

Upon completion of the Project the Government shall conduct a final accounting and furnish the Partner with the results of the final accounting. Any disagreement between the parties as to what constitutes "completion of the project" shall be handled under the following article entitled DISPUTE RESOLUTION.

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 the 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 its rights and obligations under this Agreement, the Government and the Partner 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 right and obligations under this Agreement, no 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 parties 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 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 Partner fails to fulfill its obligations under this Agreement, the District Engineer, or their designated representative, 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. In the event that either party elects to terminate this Agreement pursuant to this Article, 30 days written notice shall be given and both parties shall conclude their activities relating to the Project and proceed to a final accounting in accordance with Article III of this Agreement.
- c. 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 mailed either by first-class, registered, or certified mail, as follows:

If to the Partner: Wayne County Sportsman Association
Jerry Tibbs, President
700 Main Street
Silva, MO 63964

If to the Government: Cynthia W, Jackson
Operations Manager
Wappapello Lake
10992 Hwy T
Wappapello, MO 63966

b. 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 the Article.

c. Any notice, request, demand, or other communications 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 Manager, Wappapello Lake.

Signed and sealed this 26th day in February, 2015.

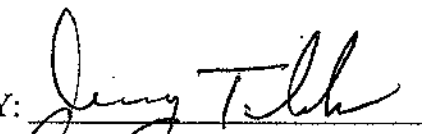
The Department of the Army

Wayne County Sportsman Association

BY:


Cynthia W, Jackson
Operations Manger

BY:


Jerry Tibbs
President

Appendix A

CHALLENGE COST-SHARING FINANCIAL WORK SHEET

Project Name: Wappapello Lake

Contact Person: Cynthia W, Jackson

Address: U.S. Army Corps of Engineers
Wappapello Lake Project Office
10992 Highway T
Wappapello, MO 63966

Phone: (573) 222-8562

Work Project Title: Wildlife Management Partnership Plan

Location: Wappapello Lake, In and around Sulfur Springs Recreation Area (Exhibit A)

Proposed Date of Work: February 2015 through January 2015

Description of Work: The management of 400 acres of Government lands to enhance wildlife habitat through practices that can include but are not limited to: summer and winter food plot planting, successional disking and mowing, edge feathering, TSI, tree and shrub plantings, prescribed burning, invasive species removal (such as feral hogs and Emerald Ash Borer), and wetland construction/management at Wappapello Lake.

Project Objectives:

1. Enhance resources for the management of quality habitat to benefit all lake visitors and adjacent landowners.
2. Promote an environment to educate and introduce a component of the community not actively engaged with outdoor opportunities due to perceive constraints.
3. Establish a partnership with and entity motivated to the enhancement wildlife of ecosystems.

Partners

Partner: Wayne County Sportsman Association
Contact Person: Jerry Tibbs
Address: 700 Main Street
Silva, MO 63964

	Government	Partner	Total
Salaries	1,000.00		1,000.00
Material/Supply/Contract	1,000.00		1,000.00
In-kind Service		8,000.00	8,000.00
Total	\$2,000.00	\$8,000.00	\$10,000.00
Share of Cost	20%	80%	100%

Appendix B-1

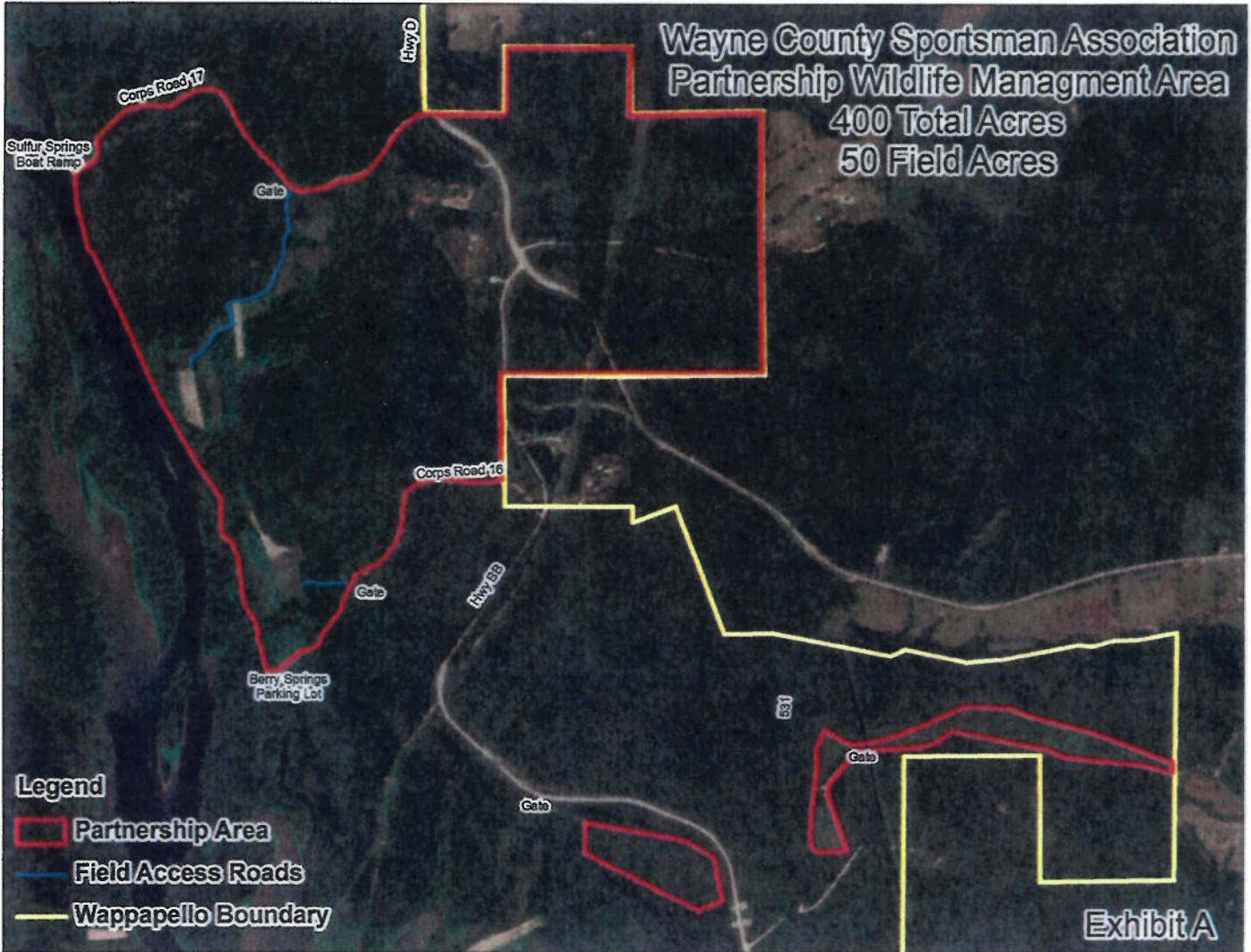
GOVERNMENT FURNISHED LABOR, MATERIALS AND EQUIPMENT

1. The Government will write a wildlife management plan and provide oversight and coordination, accounting for 5% of the total project costs.
2. The Government will provide seed for food plots accounting for 5% of the total project cost.
3. The Government will provide fertilizer for food plots accounting for 10% of total project.

Appendix B-2

PARTNER CONTRIBUTION

1. The Wayne County Sportsman Association shall provide in-kind services representing 80% of the total cost associated with the Wildlife Management Partnership Plan.
Labor and equipment shall represent the in-kind service provided under this agreement.
2. The Partner will provide all equipment needed to complete management practices.



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