

**CHALLENGE PARTNERSHIP AGREEMENT  
BETWEEN  
THE DEPARTMENT OF THE ARMY  
AND  
The National Wild Turkey Federation  
AND  
Skyline Elementary School (Archery Club)  
AND  
Hermitage High School (Top Club)  
AND  
Wheatland High School  
AND  
Weaubleau High School  
AND  
Missouri Department of Conservation  
AND  
Flambeau Outdoors  
AND  
Lucas Oil Speedway  
AND  
Pomme de Terre Arms  
AND  
The VFW Post 9638  
AND  
The Hickory Co. 4-H Club**

THIS AGREEMENT, is entered into this 21 day of July 2014, by and between the Department of the Army (hereinafter the "Government"), represented by the Chief, Operations Division, U.S. Army Corps of Engineers, Kansas City District, and the National Wild Turkey Federation, represented by the Missouri Biologist, and Skyline Elementary School (Archery Club), represented by the Principal, and Hermitage High School (Top Club), represented by the Superintendent, and Wheatland High School, represented by the Principal, and Weaubleau High School, represented by the Superintendent, and the Missouri Department of Conservation, represented by the Wildlife Regional Supervisor, and Flambeau Outdoors, represented by New Product Development, and Lucas Oil Speedway, represented by the General Manager, and Pomme de Terre Arms, represented by the Owner, the VFW Post 9638, represented by the Commander, and the Blooming Hickorys 4-H Club, represented by the President (hereinafter the "Partners").

WITNESSETH, THAT:

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

WHEREAS, the development and construction of an archery range at Pomme de Terre Lake will increase outdoor recreational opportunities for the public, and

WHEREAS, the Partners are interested in promoting and assisting the Government in providing an archery range, and

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

WHEREAS, the Partners, in order to assist the Government in this project, have voluntarily agreed to make contributions towards the construction of the Project, and

WHEREAS, Section 225 of the Water Resources Development Act of 1992, Public Law 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 purpose of this agreement:

- a. The term “Project” shall mean archery range development and design, and construction and maintenance of the archery range, an approximately 28,000 sq ft archery range, with 6 shooting lanes and a covered shooting house. *See Appendix A, Challenge Partnership Agreement Financial Work Sheet, for a detailed project description.*
- b. The term “total project costs” shall mean all costs incurred by the Government and the Partners directly related to the design and construction of the Project.
- c. The 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, and using contributions 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 land, labor, supplies and materials, and equipment as shown in Appendix A. Upon Project completion, the Government shall be responsible for all archery range maintenance activities.
- c. The Partners shall provide labor, supplies and materials, and in-kind services for the design and construction of the Project as shown 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 share of the 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 each Partner 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.c. of this Agreement. On the effective date of this Agreement, total project costs are estimated to be \$79,422.00 and the Partners' contributions required under Article II.c. of the Agreement are projected to be \$15,872.00. 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. Work on the Project is expected to begin immediately upon execution of this Agreement. Materials and supplies being provided shall be provided prior to the commencement of construction. Construction and final clean up of the project will be completed no later than September 30, 2014.

- 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. The parties shall 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 601 of Title VI of the Civil Rights Act of 1964, Public Law 88-352, and the Department of Defense Directive 5500.11 issued pursuant thereto and published in Part 195 of Title 32, Code of Federal Regulations, as well as Army Regulation 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 or third party with a release that waives or purports to waive any rights such other parties may have to seek relief or redress against such contractor or third party pursuant to any cause of action that such other parties may have or for violation of any law.

## **ARTICLE VII – OFFICIALS NOT TO BENEFIT**

No member 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**

Each 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 any 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 any 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 Partner elects to terminate this Agreement.
- c. In the event that any party elects to terminate this Agreement pursuant to this Article, the parties shall conclude their activities relating to the Project and proceed to a final accounting in accordance with Article III 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 mailed either by first-class, registered, or certified mail, as follows:

If to the Partner:      The National Wild Turkey Federation  
7152 Tomahawk Lane  
Steedman, MO 65077

Skyline Elementary School  
Rte 1 Box 838  
Urbana, MO 65767

Hermitage High School  
302 E. Polk St.  
Hermitage, MO 65668

Wheatland High School  
S. Highway 83 Block 4  
Wheatland, MO 65779

Weaubleau High School  
509 N. Center St.  
Weaubleau, MO 65774

The Missouri Department of Conservation  
2630 N. Mayfair  
Springfield, MO 65803

Flambeau Outdoors  
15981 Valplast Road  
Middlefield, OH 44062

Lucas Oil Speedway  
700 US 54  
Wheatland, MO 65779

Pomme de Terre Arms  
Rt 1 Box 1344  
Hermitage, MO 65668

VFW Post 9638  
RR 2 Box 2870  
Wheatland, MO 65779

Blooming Hickorys 4-H Club  
203 Cedar St  
Hermitage, MO 65668

If to the Government: U.S. Army Corps of Engineers  
Pomme de Terre Lake Project  
Rt 2 Box 2160  
Hermitage, MO 65668

Project Sponsor: Devin Holt

- 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 Chief, Operations Division, Kansas City District.

**The Department of the Army**  
BY: Kelly Ryan  
for Stuart Cook, Chief of Operations  
Kansas City District Corps of Engineers

**National Wild Turkey Federation**  
BY: John Burke  
John Burke  
Missouri Biologist

DATE: 1/21/14

DATE: 4/30/14

Skyline Elementary School (Archery Club)

BY: [Signature]

Jason Pursley  
Principal

DATE: 5-27-14

Hermitage High School (Top Club)

BY: [Signature]

Ed Vest  
Superintendent

DATE: 6-3-14

Wheatland High School

BY: [Signature]

Matt Gunner  
Principal

DATE: 6/5/14

Weaubleau High School

BY: [Signature]

Eric Wilken  
Superintendent

DATE: 5-29-14

Missouri Department of Conservation

BY: [Signature]

Tim Russell  
Wildlife Regional Supervisor

DATE: 5/14/14

Blooming Hickories 4-H Club

BY: [Signature]

Kathy Garrison  
President

DATE: 5/14/14

Flambeau Outdoors

BY: [Signature]

Tad Brown  
New Product Development

DATE: 6/20/14

Lucas Oil Speedway

BY: [Signature]

Dan Robinson  
General Manager

DATE: 5/19/14

Pomme de Terre Arms

BY: [Signature]

Wes Grunow  
Owner

DATE: 5-16-2014

VFW Post 9638

BY: [Signature]

Bob Bunch  
Commander

DATE: 5-16-14



Appendix A  
CHALLENGE PARTNERSHIP AGREEMENT  
FINANCIAL WORK SHEET

Corps Project Name: Pomme de Terre Lake  
Work Project Title: Pomme de Terre Archery Range  
POC Name: Devin Holt  
Address: Rt 2 Box 2160    City: Hermitage    State: MO    Zip Code: 65668  
Telephone: 417-745-6411  
Location on Project:

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Partner Organization 1: National Wild Turkey Federation  
POC Name: John Burk  
Address: 7152 Tomahawk Lane    City: Steedman    State: MO    Zip Code: 65077  
Telephone: 573-676-5994

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Partner Organization 2: Skyline Elementary School – Archery Club  
POC Name: Jason Pursley  
Address: Rt 1 Box 838    City: Ubrana    State: MO    Zip Code: 65767  
Telephone: 417-993-4225

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Partner Organization 3: Hermitage High School – Top Club  
POC Name: Ed Vest  
Address: 302 Polk St.    City: Hermitage    State: MO    Zip Code: 65668  
Telephone: 417-745-2133

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Partner Organization 4: Wheatland High School  
POC Name: Matt Gunner  
Address: S. Highway 83 Block 4    City: Wheatland    State: MO    Zip Code: 65779  
Telephone: 417-282-5833

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Partner Organization 5: Weaubleau High School  
POC Name: Eric Wilken  
Address: 509 N. Center St.    City: Weaubleau    State: MO    Zip Code: 65785  
Telephone: 417-428-3368 ext. 242

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Partner Organization 6: Missouri Department of Conservation  
POC Name: Tim Russell  
Address: 2630 N. Mayfair    City: Springfield    State: MO    Zip Code: 65785  
Telephone: 417-895-6881 ext. 1636

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Partner Organization 7: Blooming Hickorys 4-H Club

POC Name: Kathy Garrison

Address: 203 Cedar St. City: Hermitage State: MO Zip Code: 65668

Telephone: 417-745-6767

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Partner Organization 8: Flambeau Outdoors

POC Name: Tad Brown

Address: 15981 Valplast Rd City: Middlefield State: OH Zip Code: 44062

Telephone: 417-838-9921

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Partner Organization 9: Lucas Oil Speedway

POC Name: Dan Robinson

Address: 700 US 54 City: Wheatland State: MO Zip Code: 65779

Telephone: 417-282-5984

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Partner Organization 10: Pomme de Terre Arms

POC Name: Wes Grunow

Address: Rt. 1 Box 1344 City: Hermitage State: MO Zip Code: 65785

Telephone: 417-993-0012

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Partner Organization 11: VFW Post 9638

POC Name: Bob Bunch

Address: RR 2 Box 2870 City: Wheatland State: MO Zip Code: 65785

Telephone: 417-282-6969

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Start date of work: Construction will be begin upon execution of this Agreement.

Simple description of work to be accomplished through the partnership:

Construct a range that will be approximately 28000 sq ft (124 ft wide by 224 ft long); this distance will be the fence measurement. This fenced area will be a 4 ft chain link fence with safety signs. Inside the fenced area there will be 6 target houses (10 and 15 meters, 10, 20, 30 and 40yards).The shooting house will be approximately a 52 x 20 ft slab of concrete with designated shooting lanes, with bow holders and arrow holders. The shooting area will be covered with a shelter. There will also be tables/benches for seating. This archery range will be open to the public on a first come first serve basis and there will be no charge. Outside of the fenced area there will be a small parking lot with an accessible parking space as well. This area will be handicapped accessible.

**Appendix A**  
**Challenge Partnership Agreement Financial Work Sheet**

	Local Corps Office (1)	Handshake Funds (2)	National Wild Turkey Federation (3)	Skyline Elementary School (Archery Club) (4)	Hermitage High School (Top Club) (5)	Wheatland High School (6)	Weaubleau High School (7)	Missouri Department of Conservation (8)	Total
Salaries	\$30,000.00								\$30,000.00
Materials and Supplies	\$1,750.00	\$30,000.00	\$5,000						\$31,750.00
Equipment Use	\$1,800.00								\$1,800.00
In-Kind Services				\$1,770.40	\$1,770.40	\$1,770.40	\$1,770.40	\$1,200.00	\$1,200.00
Other									
<b>Total</b>	<b>\$33,550</b>	<b>\$30,000.00</b>	<b>\$5,000.00</b>	<b>\$1,770.40</b>	<b>\$1,770.40</b>	<b>\$1,770.40</b>	<b>\$1,770.40</b>	<b>\$1,200.00</b>	<b>\$76,831.60</b>
<b>Share of Total Cost</b>	<b>42%</b>	<b>37.5%</b>	<b>6.2%</b>	<b>2.2%</b>	<b>2.2%</b>	<b>2.2%</b>	<b>2.2%</b>	<b>1.5%</b>	

1 Local Corps Office - will be responsible for the construction of the range, building the fence, shooting shelter, tree removal, project oversight and coordination.

2 Handshake Funds - will be used to purchase targets for the range, 20' x 52' shelter, and concrete work for shelter.

3 NWTF - Contribution will be purchasing of supplies and materials for targets, fence, concrete, and shelter.

4 Skyline Elementary School - will be volunteering to clean up the archery range once it is open (trash pickup)

5 Hermitage High School - will be volunteering to clean up the archery range once it is open (trash pickup)

6 Wheatland High School - will be volunteering to clean up the archery range once it is open (trash pickup)

7 Weaubleau High School - will be volunteering to clean up the archery range once it is open (trash pickup)

8 MDC - will be offering in-kind services of helping design the layout of archery range.

A. *Volunteer hours* = # of hours x \$22.13 per hour worked x number of volunteers

B. *The project sponsor will track services provided in kind by each partner to ensure accountability.*

**Challenge Partnership Agreement Financial Work Sheet - Continuation**

	<b>Blooming Hickorys 4-H Club (9)</b>	<b>Flambeau Outdoors (10)</b>	<b>Lucas Oil Speedway (11)</b>	<b>Pomme de Terre Arms (12)</b>	<b>VFW Post 9638 (13)</b>	<b>Total</b>	<b>TOTAL</b>
Salaries							\$30,000.00
Travel							
Materials and Supplies				\$100.00	\$100.00	\$200.00	\$31,750.00
Equipment Use							\$1,800.00
In-Kind Services	\$1,770.40	\$320.00	\$250.00	\$50.00		\$620.00	\$1,770.00
Other							
<b>Total</b>	<b>\$1,770.00</b>	<b>\$320.00</b>	<b>\$250.00</b>	<b>\$150.00</b>	<b>\$100.00</b>	<b>\$2,528.80</b>	<b>\$79,422.00</b>
<b>Share of Total Cost</b>	<b>0.6%</b>	<b>0.5%</b>	<b>0.3%</b>	<b>0.2%</b>	<b>0.2%</b>		<b>100%</b>

9. Blooming Hickorys 4-H Club - will be volunteering to clean up the archery range once it is open (trash pickup).

10. Flambeau Outdoors - contributing archery equipment.

11. Lucas Oil Speedway - contributing give away items for a grand opening event or kids event.

12. Pomme de Terre Arms - contribution will be purchasing of supplies and materials for targets, fence, concrete, shelter.

13. VFW Post 9638 - contribution will be purchasing of supplies and materials for targets, fence, concrete, shelter.

A. *Volunteer hours = # of hours x \$22.13 per hour worked x number of volunteers*

B. *The project sponsor will track services provided in kind by each partner to ensure accountability*