

ACTION:	<input type="checkbox"/>	FOR INFORMATION	<input type="checkbox"/>	FOR GUIDANCE	CONTROL NUM:	
	<input type="checkbox"/>	FOR APPROVAL	<input type="checkbox"/>	OTHER	SUSPENSE DATE	
	<input checked="" type="checkbox"/>	FOR SIGNATURE				

OFFICE SYMBOL: CENWK-OD-TR DATE: 21 May 2014

SUBJECT: Request for signature on a Challenge Partnership Agreement for the Stockton Lake on a 1 mile interpretative trail and a 4.5 acre kids fishing pond.

PURPOSE:
To obtain approval and signature from Operations Chief, Stu Cook.

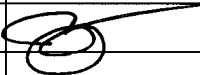
BACKGROUND/DISCUSSION:

1. This partnership involves the building of a 1 mile interpretative trail and a 4.5 acre kids fishing area at Stockton Lake at the Old Mill area below Stockton Lake.
2. There are 9 partners from the local community that are partnering on this effort providing in kind services and equipment use.
3. The interpretative trail and kids fishing pond was selected for the FY14 USACE Handshake Grant program for \$30,000.
4. This Challenge Partnership Agreement has been reviewed and approved by Office of Council and all parties involved.

RECOMMENDATION:

Recommend that this agreement is approved and signed by Operations Chief, Stu Cook.

COORDINATION

OFC SYMBOL	ACTION	CONCUR	NONCONCUR	SIGNATURE	DATE	PHONE
OC <i>✓</i>		<i>✓</i>			21 May 14	

INITIALS/DATE		INITIALS/DATE	
X	SECTION CHIEF <i>MC / 27 May 2014</i>		EXECUTIVE ASSISTANT
X	BRANCH CHIEF <i>KR / 28 May 2014</i>		DEPUTY FOR PM
X	DIVISION/OFFICE CHIEF <i>JC 6/2/14</i>		DEPUTY COMMANDER
			COMMANDER

ACTION OFFICER (Name, Grade, Phone, Signature)

Scott Rice, GS-12, extension 3459

CHALLENGE PARTNERSHIP AGREEMENT

BETWEEN

THE DEPARTMENT OF THE ARMY

AND

The Missouri Department of Conservation

AND

The Stockton Community Foundation

AND

Citizens Memorial Healthcare Hospital District
CITIZENS MEMORIAL HEALTHCARE HOSPITAL DISTRICT

AND

Stockton R-1 School

AND

Stockton American Legion Post # 230

AND

C.A.S.T. for Kids

AND

Stockton Trails Initiative Coalition

AND

Agape' Boarding School

AND

The Cabins at Stockton Lake

THIS AGREEMENT, is entered into this ___ day of _____ 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 Missouri Department of Conservation, represented by the Director, and The Stockton Community Foundation, represented by the President, and Citizens Memorial Healthcare, represented by the Chief Executive Officer, and the Stockton R-1 School, represented by the Superintendent, and the Stockton American Legion Post # 230, represented by the Commander, and Catch A Special Thrill (C.A.S.T.), represented by the President, and the Stockton Trails Initiative Coalition, represented by the President, and the Cabins of Stockton Lake, represented by the President, and Agape' Boarding School, represented by the Director (hereinafter collectively the "Partners").

WITNESSETH, THAT:

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

WHEREAS, the development and construction of a kids' fishing area and walking/hiking/bicycling trail at Stockton Lake will increase outdoor recreational opportunities for the public, and

WHEREAS, the Partners are interested in promoting and assisting the Government in providing a kids' fishing area and multi-use trail, and

WHEREAS, it is mutually beneficial to the Government and the Partners to work cooperatively to make this multi-use area to include the kids' fishing area and trail 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 fishing area development, accessibility design, trail construction, and maintenance of the Stockton Lake Old Mill Multi-Use Area, an approximately 4.5 acre kids fishing area and an approximately 1.0 mile walking/hiking/bicycling trail. *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 (hereinafter the "Congress"), and using funds and in-kind contributions provided by the Partners, shall expeditiously coordinate the construction of 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 labor, materials, and construction oversight as shown in Appendix A. Upon Project completion, the Government shall be responsible for all fishing pond and trail maintenance activities.
- c. The Partners shall provide labor, materials, and supplies 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 \$77,939.00 and the Partners' contributions required under Article II.c. of the Agreement are projected to be \$37,839.00. 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. The Partners shall ensure construction on the Project is initiated no later than April 1, 2014. Construction of the Project shall 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 interest 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: Missouri Department of Conservation
 P.O. Box 180
 Jefferson City, MO 65102

Stockton Community Foundation
P.O. Box 410
Stockton, MO 65785

Citizens Memorial Healthcare
1500 N. Oakland
Bolivar, MO 65613

Stockton R-1 School District
P.O. Box 190
Stockton, MO 65785

Stockton American Legion Post # 230
13170 South 1775 Road
Stockton, MO 65785

Catch a Special Thrill
P.O. Box 225
Stockton, MO 65785

Missouri State Parks
PO Box 176
Jefferson City, MO 65102

Stockton Trails Initiative Coalition
128 S. HWY 215
Stockton, MO 65785

Cabins at Stockton Lake
706 East Oak Street
Stockton, MO 65785

Agape' Boys Boarding School
12998 East 1400 Road
Stockton, MO 6578

If to the Government: U.S. Army Corps of Engineers
Stockton Lake Project
16435 East Stockton Lake Drive
Stockton, MO 65785

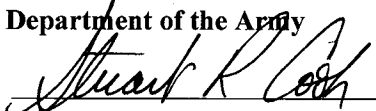
Project Sponsor: Brian Wright

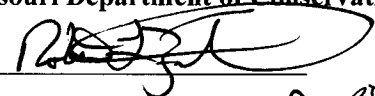
- b. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.
- c. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee 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.

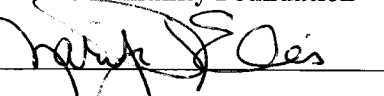
IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the Chief, Operations Division, Kansas City District.

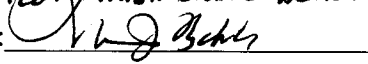
The Department of the Army
BY: 
Stuart R. Cook, Operations Division
Kansas City District Corps of Engineers

Missouri Department of Conservation
BY: 
Robert L. Ziehmer *TAM* *BDC*
Director *BMD*
JSM

DATE: 6/2/14

DATE: March 31, 2014

Stockton Community Foundation
BY: 
Marilyn Ellis
President

Citizens Memorial Healthcare Hospital District
~~CITIZENS MEMORIAL HEALTH CARE FOUNDATION~~
BY: 
Donald J. Babb
Chief Executive Officer / *Executive Director*

DATE: 4/14/14

DATE: 5-5-14

Stockton R-1 School District

BY: Shannon Snow

Shannon Snow
Superintendent

DATE: 4-15-14

Stockton American Legion Post # 230

BY: Charles W Schroeder #

Charles Schroeder
Post # 230 Commander

DATE: 4-15-14

Catch a Special Thrill

BY: Bill Seibel

Bill Seibel
Chapter Director
Stockton Lions Club

DATE: April 16, 2014

Stockton Trails Initiative Coalition

BY: Kathie Rieder

Kathie Rieder
President

DATE: April 19, 2014

Cabins at Stockton Lake

BY: Joe Hughes

Joe Hughes
President

DATE: 4/14/14

Agape Boarding School

BY: Richard Kaszak

Richard Kaszak
School Director

DATE: 4/16/14

APPENDIX A
CHALLENGE PARTNERSHIP AGREEMENT
FINANCIAL WORK SHEET

Corps Project Name: Stockton Lake Project
Work Project Title: Old Mill Multi-Use Area Project
POC Name: Brian Wright
Address: 16435 East Stockton Lake Drive City: Stockton State: MO Zip Code: 65785
Telephone: 417-276-3113
Location on Project: T34N RNG 26W SEC 14 & 23 – Compartment 3 – Stockton Dam

Partner Organization 1: Missouri Department of Conservation
POC Name: Robert L. Ziehmer
Address: P.O. Box 180 City: Jefferson City State: MO Zip Code: 65102
Telephone: 573-751-4115

Partner Organization 2: Stockton Community Foundation
POC Name: Marilyn Ellis
Address: P.O. Box 410 City: Stockton State: MO Zip Code: 65785
Telephone: 417-276-4211

Partner Organization 3: Citizens Memorial Healthcare
POC Name: Donald Babb
Address: 1500 N. Oakland City: Bolivar State: MO Zip Code: 65613
Telephone: 417-326-6318

Partner Organization 4: Stockton R-1 Schools
POC Name: Shannon Snow
Address: 906 South St City: Stockton State: MO Zip Code: 65785
Telephone: 417-276-5143

Partner Organization 5: Stockton American Legion Post # 230
POC Name: Chuck Schroder
Address: 13170 S. 1775 Rd. City: Stockton State: MO Zip Code: 65785
Telephone: 417-276-2036

Partner Organization 6: Catch a Special Thrill (C.A.S.T.)
POC Name: Bill Seibel
Address: P.O. Box 225 City: Stockton State: MO Zip Code: 65785
Telephone: 417-276-7780

Partner Organization 7: Stockton Trails Initiative Coalition (STIC)
POC Name: Kathie Rieder
Address: 128 S. HWY 215 City: Stockton State: MO Zip Code: 65785

Telephone: 417-276-6219

Partner Organization 8: Cabins at Stockton Lake

POC Name: Joe Hughes

Address: 706 E. Oak St.

City: Stockton

State: MO

Zip Code: 65613

Telephone: 417-276-9439

Partner Organization 9: A.G.A.P.E. – Boys Boarding School

POC Name: Richard Kaszak

Address: 12998 E. 1400 Rd.

City: Stockton

State: MO

Zip Code: 65785

Telephone: 417-276-7218

Proposed start date of work: Begin pre construction/construction April 2014.

Simple description of work to be accomplished through the partnership:

This partnership will establish a 1.0 Mile Multi-Use Educational Trail and 4.5 acre kids' fishing/interpretive area. The area will be developed below Stockton Dam and will connect with the recently established Crabtree Cove Trail. The proposed 1.0 mile Trail will be constructed around the kids fishing area and will be of a limestone aggregate surface, 8 feet in width, with educational signs, Kiosks and one maintained trailhead parking lot designed for 15 to 20 vehicles. The kids fishing/interpretive area will be approximately 4.5 acres in size and will contain two handicapped accessible fishing docks, multiple fishing access points and will be stocked with fish by the Missouri Department of Conservation. The area will host approximately 10 – 15 kids fishing events per year with the events being sponsored by the Missouri Department of Conservation and the Stockton area C.A.S.T. (Catch A Special Thrill) for Kids Organization. In an effort to maintain quality fishing experiences for the youth, the pond will be limited to youth only fishing and primarily catch and release only. There will be pre-scheduled kids fishing events where fish harvest will be allowed but limited only to those certain events. In addition, the area will serve as a multi- functional and attractive visitor draw that will connect both local and regional users with recreational opportunities at Stockton Lake. It will also support several initiatives including, National Get Outdoors Day, The America's Great Outdoors Initiative and the National Recreation Strategic Plan. In addition, this Project will provide visitors with recreational opportunities, interpretive and educational information, innovative fitness opportunities and improved access for all ages, regardless of ability.

Challenge Partnership Agreement Financial Work Sheet

	Local Corps Office (1)	Handshake Funds (2)	Missouri Department of Conservation (3)	Stockton Community Foundation (4)	Citizens Memorial Healthcare (5)	Stockton R-1 Schools (6)	Stockton American Legion Post # 230 (7)	C.A.S.T for Kids (8)
Salaries	\$5,000.00							
Travel								
Materials and Supplies	\$3,000.00	\$30,000.00	\$3,989.00	\$1,000.00	\$1250.00			
Equipment Use	\$2,000.00						\$3,000.00	
In Kind Service				\$2,214.00		\$2,500.00	\$7772.00	\$3,000.00
Other								
Total	\$10,000	\$30,000.00	\$3,989.00	\$3,214.00	\$1,250.00	\$2,500.00	\$10,772.00	\$3,000.00
Share of Total Cost	13%	38%	5%	4%	2%	4%	13%	4%

Explanations:

- (1) Local Corps Office will provide funding for concrete for crossings, lumber for a bridge crossing, kiosk signage, brochures, project oversight and coordination.
- (2) Handshake Funds will be used for supplies and materials in the form of 2" base material and trail surfacing material.
- (3) The Missouri Department of Conservation will be stocking approximately 450 Hybrid sunfish, 225 Channel Catfish and 1,125 Bluegill in 2014, which comes to a contribution of \$1,462.50 in 2014. In 2015, they will be stocking (as funds are available) approximately \$1,685.00 in fish and annually after 2015, they will be stocking (as funds are available) approximately \$841.25 in fish. In addition, the Missouri Department of Conservation will be putting approximately 15 hours of staff time to sample and evaluate the fishing area in 2017 to help determine future fish stockings and harvest strategies.
- (4) The Stockton Community Foundation will be providing \$1,000.00 worth of supplies and materials for the construction of interpretive signs and benches. They will also be providing 100 volunteer hours to help in constructing the trail and in trail maintenance.
- (5) Citizens Memorial Healthcare will be providing \$1,250.00 worth of supplies and materials for the construction of one KIOSK and trail signs.
- (6) Stockton R-1 Schools will be providing \$2,500.00 of in kind services. This will include identification of trees, trail design and placement of trail signs.
- (7) Stockton American Legion Post #230 will be providing \$7772.00 of in kind services. This will include them providing equipment to assist in trail construction, trail maintenance following completion of the project and litter/trash pickup in the area.
- (8) C.A.S.T for Kids will be providing \$3,000.00 in volunteer hours. This will include assisting in the coordination and support of kids fishing events once the project is complete.

Challenge Partnership Agreement Financial Work Sheet - Continuation

	Stockton Trails Initiative Coalition (9)	Cabins at Stockton Lake (10)	A.G.A.P.E Boys Boarding School (11)	TOTAL
Salaries				\$5,000.00
Travel				
Materials and Supplies				\$39,239.00
Equipment Use		\$7,000.00		\$12,000.00
In-Kind Services	\$2,214.00		\$4000.00	\$21,700.00
Other				
Total	\$2,214.00	\$7,000.00	\$4,000.00	\$77,939.00
Share of Total Cost	3%	10%	5%	

- (9) Stockton Trails Initiative Coalition will be providing \$2,214.00 in volunteer hours. This will include assisting in trail construction and trail maintenance.
- (10) Cabins at Stockton Lake will be providing \$7,000.00 in equipment use. This will include assisting in trail constructing and KIOSK construction.
- (11) A.G.A.P.E will be providing \$4,000.00 in volunteer hours. This will include assisting in trail construction and sign placement.

- A. Volunteer hours = # of hours x \$22.14 per hour worked.
- B. Volunteer hours = # of hours x \$22.14 per hour worked.
- C. The Corps will track services provided in kind by each partner to ensure accountability.