

CHALLENGE PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
National Wild Turkey Federation
AND
Missouri Department of Conservation
AND
Quality Deer Management Association
AND
Wayne County Sportsmen Association
AND
Cape Girardeau Career and Technology School

THIS AGREEMENT, entered into this 16th day of April, 2015, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander, U.S. Army Corps of Engineer, St. Louis District, and the National Wild Turkey Federation, represented by the Regional Director, and the Missouri Department of Conservation, represented by the Conservation Agent, and the Quality Deer Management Association, represented by the Wildlife Management Cooperative Specialist, and the Wayne County Sportsmen Association, represented by the President, and the Cape Girardeau Career and Technology School, represented by the Welding Instructor (hereinafter the "Partners").

WITNESSETH THAT:

WHEREAS, the Government manages lands and waters at Wappapello Lake which includes many outdoor recreational and educational opportunities for the public, and

WHEREAS, the development of accessible, mobile, multi-use blinds will support the mission of Wappapello Lake, and

WHEREAS, it is mutually beneficial to the Government and the Partners to work cooperatively to construct and install the accessible, mobile, multi-use blinds, and

WHEREAS, the Partners, in order to assist the Government in this project, has voluntarily agreed to support a portion of the cost through the contribution of in-kind services, 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 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 mean the design, construction, and placement of accessible, mobile, multi-use blinds at Wappapello Lake, Wappapello, Missouri, St. Louis District. See Appendix B 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 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 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 "Congress"), and using funds or services 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 Government personnel) shall be exclusively within the control of the Government.

- b. The Government will provide goals, objectives, materials, and technical oversight of the Project; shown in Appendix A-1. Upon completion, the Government shall be responsible for all oversight of the blinds.
- c. The Partners shall provide in-kind services, labor and equipment for the design and construction of the Project; shown in Appendix A-2.
- 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 Partners' total project costs under this Agreement.
- f. The Partners shall not use Government-supplied materials and equipment, or allow their use, for other than authorized Project purposes.

ARTICLE III - METHOD OF PAYMENT

- a. The Government shall maintain current records of supplies and materials provided by the Partners, and a current projection of total project costs. The Government will provide the Partners with a report stating the monetary value of the Partner's in-kind services provided to date for the total project costs as required in accordance with Article II.d of this Agreement. On the effective date of this Agreement, total project costs are estimated to be \$46,704.00, shown in Appendix B, and the Partners' contributions required under Article II. c. of this Agreement is projected to be 27.5% of the total project cost. 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. The Partners shall provide services required under Article II.c. of this Agreement based on funding 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 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 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, 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 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 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.

Mr. Mic Plunkett
Missouri Department of Conservation
P.O. Box 35
Wappapello, Missouri 63966

Mr. Brian Towe
Quality Deer Management Association
RR 4 Box 4416
Piedmont, Missouri 63957

Mr. Jerry Tibbs
Wayne County Sportsmen Association
700 Main Street
Silva, Missouri 63964

Mr. Brandon Bradshaw
Cape Girardeau Career and Technology School
1080 South Silver Springs Road
Cape Girardeau, Missouri 63703

If to the Government: Cynthia W. Jackson
Operations Manager
Wappapello Lake Project Office
10992 Highway T
Wappapello, Missouri 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

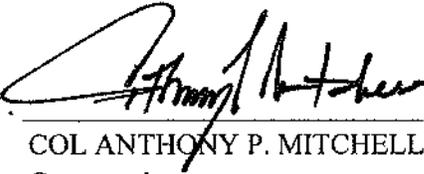
To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

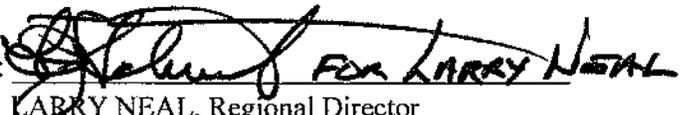
IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the Commander, St. Louis District.

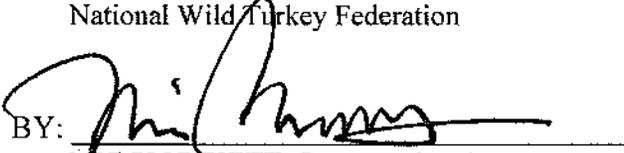
Signed and sealed this 16th day in April, 2015.

The Department of the Army

Partners

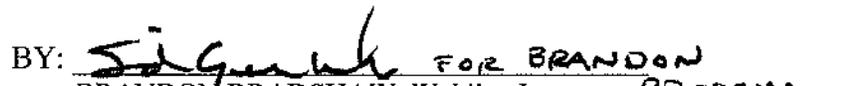
BY: 
COL ANTHONY P. MITCHELL
Commander
U.S. Army Corps of Engineers
St. Louis District

BY:  FOR LARRY NEAL
LARRY NEAL, Regional Director
National Wild Turkey Federation

BY: 
MIC PLUNKETT, Conservation Agent
Missouri Department of Conservation

BY: 
BRIAN TOWE, Wildlife Management Cooperative
Specialist
Quality Deer Management Association

BY:  for JERRY TIBBS, President
Wayne County Sportsmen's Association

BY:  FOR BRANDON BRADSHAW
BRANDON BRADSHAW, Welding Instructor
Cape Girardeau Career and Technical School

Appendix A-1

GOVERNMENT FURNISHED LABOR, MATERIALS AND EQUIPMENT

1. The Government will provide technical oversight and coordination of the accessible, mobile, multi-use blinds development, construction, and installation, accounting for 8.3% of the total project costs.
2. The Government will coordinate acquisition of construction services and materials funded by the Corps of Engineers Handshake Partnership Program funding, comprising 64.2% of the total project cost.

Appendix A-2

PARTNER CONTRIBUTION

1. National Wild Turkey Federation (NWTF) shall provide volunteer labor and travel to provide blind transportation and assembly of the sides, doors and windows, representing 6.2% of the total cost associated with the construction and installation of the accessible, mobile, multi-use blinds.
2. Missouri Department of Conservation (MDC) shall provide on-site blind transport and placement, representing 1.9% of the total cost associated with the construction and installation of the accessible, mobile, multi-use blinds.
3. Quality Deer Management Association (QDMA) shall provide technical expertise in selecting blind location placement, representing 1% of the total cost with the construction and installation of the accessible, mobile, multi-use blinds.
4. Wayne County Sportsmen Association (WCSA) shall provide assistance with on-site blind placement and on-site lane clearing, representing 2.9% of the total cost associated with the construction and installation of the accessible, mobile, multi-use blinds.
5. Cape Girardeau and Technology School (CGCTS) shall provide the blind design and all in-shop construction activities, including cutting and welding performed by welding students, representing 15.5% of the total cost with the construction and installation of the accessible, mobile, multi-use blinds.

Appendix B

CHALLENGE COST-SHARING FINANCIAL WORK SHEET

Project Name: Wappapello Lake

Contact Person: Eric Lemons

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

Phone: (573) 222-8562

Work Project Title: Accessible, mobile, multi-use blinds

Location: Wappapello Lake Project

Proposed Date of Work: March 2015

Description of Work: The construction and installation of accessible, mobile, multi-use blinds will provide 10 waterproof, camouflage blinds to allow use by participants of two events targeting physically-challenged individuals, the Wappapello Outdoor Opportunities for Disabled Sportsmen (WOODS) event and Mobility Impaired Deer Hunt. The blinds will also provide these participants with weatherproof facilities to better serve these events in the event of inclement weather and even the use of heaters, in the case of the Mobility Impaired Deer Hunt. The blinds will also allow for other user groups, such as wildlife watching, photography and youth hunting events. The Lake Wappapello staff will select, with assistance of partners, prime locations to increase the chances of viewing and harvest opportunities. Use during WOODS event will be to provide a stable, weatherproof platform for multiple participant stations, in the event of inclement weather.

Project Objectives:

1. Provide for the construction of the blinds to ensure quality outdoor experiences for mobility impaired sportsmen/women, wounded warriors, youth and adults, as well as wildlife watchers and nature photographers.
2. Promote the multi-group partnership through local media outlets in order to showcase project events that the blinds will support in the local area. This will include the involvement of students in both designing and constructing the blinds.
3. Continue and expand existing partnerships, and utilize new partners, with like-minded agencies, non-Government organizations, and individuals with the enthusiasm to provide specialized recreational opportunities for visitors to the lake project.

Partners

Partner 1: National Wild Turkey Federation
Contact Person: Larry Neal
Address: 2780 Highway V, Cape Girardeau, Missouri 63701
Phone: 573-334-8881

Partner 2: Missouri Department of Conservation
Contact Person: Mic Plunkett
Address: P.O. Box 35, Wappapello, Missouri 63966
Phone: 573-495-2737

Partner 3: Quality Deer Management Association
Contact Person: Brian Towe
Address: RR 4 Box 4416, Piedmont, Missouri 63957
Phone: 573-397-1664

Partner 4: Wayne County Sportsmen Association
Contact Person: Jerry Tibbs
Address: 700 Main Street, Silva, Missouri 63964
Phone: 573-224-3060

Partner 5: Cape Girardeau Career and Technology School
Contact Person: Brandon Bradshaw
Address: 1080 South Silver Springs Road, Cape Girardeau, Missouri 63703
Phone: 573-334-0826

	Local Corps Office	Handshake Funds	Partner 1 NWTF	Partner 2 MDC	Partner 3 QDMA	Partner 4 WCSA
Salaries	\$2,640	N/A	\$0	\$902	\$0	\$0
Travel	\$0	N/A	\$300	\$0	\$0	\$0
Materials and Supplies	\$1,250	\$30,000	\$0	\$0	\$0	\$0
Equipment Use	\$0	\$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	\$2,593	\$0	\$0	\$1,353
In-Kind Services	N/A	N/A	\$0	\$0	\$450	\$0
Other (explain below)	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$3,890	\$30,000	\$2,893	\$902	\$450	\$1,353
Share of Total Cost	8.3%	64.2%	6.2%	1.9%	1.0%	2.9%

	Partner 5 CGCTS	Partner 6	Partner 7	Partner 8	Partner 9	Total
Salaries	\$0	\$0	\$0	\$0	\$0	\$3,542
Travel	\$0	\$0	\$0	\$0	\$0	\$300
Materials and Supplies	\$0	\$0	\$0	\$0	\$0	\$31,250
Equipment Use	\$0	\$0	\$0	\$0	\$0	\$0
Funds Contributed	\$0	\$0	\$0	\$0	\$0	\$0
Personal Property	\$0	\$0	\$0	\$0	\$0	\$0
Volunteer	\$0	\$0	\$0	\$0	\$0	\$3,946
In-Kind Services	\$7,216	\$0	\$0	\$0	\$0	\$7,666
Other (explain below)	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$7,216	\$0	\$0	\$0	\$0	\$46,704
Share of Total Cost	15.5%	0.0%	0.0%	0.0%	0.0%	100%