

CHALLENGED PARTNERSHIP AGREEMENT

Outdoor Adventure Campground

January 28, 2012



**US Army Corps
of Engineers®**

CHALLENGE PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS ST. LOUIS DISTRICT
MARK TWAIN LAKE
AND
NEMO RIVER VALLEY CHAPTER OF THE SHOW-ME MISSOURI BACK COUNTRY
HORSEMEN

THIS AGREEMENT, entered into this day, January 17, 2012, by and between the Department of the Army (hereinafter the "Government"), represented by the Clarence Cannon Dam and Mark Twain Lake Operations Manager, U.S. Army Corps of Engineer, St. Louis District, and the NEMO River Valley Chapter of the Show-Me Missouri Back Country Horsemen, represented by Ms. Mary Church (hereinafter the "Partner").

WITNESSETH THAT:

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

WHEREAS, the development of the Outdoor Adventure Campground will support the mission of Mark Twain Lake, the Northeast Missouri Environmental Stewardship Demonstration Area, the Joanna Multi-Purpose Trail , and the Frank Russell Recreation Area, and

WHEREAS, the Partner is member of the Mark Twain Lake Friends of Recreation and Environmental Stewardship Council (FOREST), a partnership group supporting the environmental stewardship and recreation mission of the Corps of Engineers by promoting quality outdoor experiences, and

WHEREAS, it is mutually beneficial to the Government and the Partner to work cooperatively to develop the Outdoor Adventure Campground in the Frank Russell Recreation Area, and

WHEREAS, the Partner, 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 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 the development of the Outdoor Adventure Campground in the Frank Russell Recreation Area as generally described in The Master Plan, Design Memorandum No. 9, Supplement No. 5, Clarence Cannon Dam and Mark Twain Lake, Salt River, Missouri, St. Louis District.
- b. The term "Partner" shall mean the NEMO River Valley Chapter of the Show-Me Missouri Back Country Horsemen, represented by Ms. Mary Church.
- c. The term "total project costs" shall mean all costs incurred by the Government and the Partner directly related to the development of the Outdoor Adventure Campground.
- d. 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, subject to and using funds appropriated by the Congress of the United States (hereinafter "Congress"), and using funds or services provided by the Partner, shall expeditiously operate the Project, applying those procedures usually applied to Federal projects, pursuant to Federal laws, regulations, and policies. 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, material and technical oversight of the development of the Outdoor Adventure Campground in accordance with the Operation Management Plan and Master Plan of Mark Twain Lake.
- c. The Partner shall provide in-kind construction services, representing 22% of the total cost associated with the development of the Outdoor Adventure Campground.
- d. The Government will 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 a, b and c of this Article.
- e. No Federal funds may be used to meet the Partner's total project costs under this Agreement.
- f. The Partner 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 will maintain current records of supplies and materials provided by the Partner, and a current projection of total project costs. The Government will provide the

Partner 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.

- b. The Partner shall provide services required under Article II.c. of this Agreement based on funding availability. The Partner's contributions may vary, and the Government's portion is an estimate subject to adjustment.
- c. Upon completion each year of the Project, the Government shall conduct a final accounting and furnish the Partner 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 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.

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.
- c. If no funds are available through unsolicited donation, the Partner is under no obligation, to this Agreement, to provide supplies and materials that calendar year.

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.

Signed and sealed this 28 day in JAN., 2012.

The Department of the Army

BY: *Lou Dell'Orco*
for LOU DELL'ORCO
Chief, Operations, Readiness
and Regulatory Division

Show-Me Missouri Back Country Horsemen

BY: *Mary Church*
MARY CHURCH
NEMO River Valley Chapter

Appendix A

GOVERNMENT FURNISHED LABOR, MATERIALS AND EQUIPMENT

1. The Government will provide technical oversight and coordination of the Outdoor Adventure Campground development, accounting for 22% of the total project costs.
2. The Government will coordinate acquisition of construction services and material funded by the Corps of Engineers Handshake Partnership Program Funding, comprising 56% of the total project cost.

Appendix A

PARTNER CONTRIBUTION

1. NEMO River Valley Chapter, Show-Me Missouri Back Country Horsemen shall provide in-kind construction services, representing 22% of the total cost associated with the development Outdoor Adventure Campground. Labor, equipment and technical oversight shall represent the in-kind service provided under this agreement.

Appendix B

CHALLENGE COST-SHARING FINANCIAL WORK SHEET

Project Name: Mark Twain Lake

Contact Person: Allen Mehrer

Address: U.S. Army Corps of Engineers
Mark Twain Lake Project Office
20642 Highway J
Monroe City, MO 63456

Phone: (573) 735-4097

Work Project Title: Outdoor Adventure Campground

Location: Mark Twain Lake, Frank Russell Recreation Area

Proposed Date of Work: May 2012

Description of Work: The Outdoor Adventure Camp will provide both a group campground environment, and individual campsite experience. Its unique location and design will permit the continued development of a multiple purpose facility serving numerous mission areas:

1. Support the mission of NEMOESDA by accommodating group environmental education experiences, promote contributions of volunteer service, and foster environmental and recreational stewardship partnership initiatives.
2. Serve the Joanna Multi-Purpose Trail by enhancing the experience of equestrian enthusiasts through facility design that supports this recreational pursuit.
3. Provide additional camping opportunities in the Frank Russell Recreation Area during periods of increased recreational use.

Partners

Partner: NEMO River Valley Chapter, Show Me Missouri Back Country Horsemen

Contact Person: Mary Church
Address: 5132 County Road 277
Palmyra, Missouri 63461

	Government	Handshake Agreement	Partner	Total
Salaries	\$5,000.00			\$5,000.00
Material/Supply/Contract	\$5,000.00	\$25,000.00		\$30,000.00
In-kind Service			\$10,000.00	\$10,000.00
Total	\$10,000.00	\$25,000.00	\$10,000.00	\$45,000.00
Share of Cost	22%	56%	22%	100%