

CHALLENGE PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
Flint Hills Jeep Club
AND
Wichita 4x4 Club
AND
Just Jeeps of Omaha
AND
Fort Riley Jeep Club
AND
Briggs Auto Group
AND
Marshall Motors
AND
Randolph Pride

THIS AGREEMENT, entered into this day of October 1, 2018, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander, U.S. Army Engineers Kansas City District, and Flint Hills Jeep Club, Wichita 4x4 Club, Just Jeeps of Omaha, Fort Riley Jeep Club, Briggs Auto Group, Marshall Motors, and Randolph Pride (hereinafter the "Partners"), represented by presidents, managers, owners or other designated representatives as identified in Article XI of this agreement.

WITNESSETH, THAT:

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

WHEREAS, the installation of an entrance kiosk, group picnic shelter, and day use picnic sites (hereinafter "Enhancements") to the Tuttle Creek Off Road Vehicle (ORV) Area will increase the recreational opportunities for the public, and

WHEREAS the Partners are interested in promoting and assisting the Government in providing the Enhancements, and

WHEREAS, it is mutually beneficial to the Government and the Partners to work cooperatively to make these Enhancements available to the public, and

WHEREAS, the Partners, in order to assist the Government in this project has voluntarily agreed to pay a portion of the cost, and

WHEREAS, Section 225 of the Water Resources Development Act of 1992, PL 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 purposes of this agreement:

a. The term "Project" shall mean the following; as generally described in the Operation Management Plan dated August 29, 2017, and approved September 13, 2017:

(1) One entrance kiosk featuring three interpretive panels measuring (+/-) 42" x 28" within a steel frame on a concrete footing surrounded by rugged hardscapes, native plantings, and seating.

(2) One 20' x 30' steel frame group picnic shelter on a 25' x 35' concrete pad featuring six metal picnic tables, double pedestal grill, trash bins, accessible pathways, and related signage.

(3) Two 20' x 30' delineated day use picnic sites pads with tables, pedestal grills, and accessible pathways.

b. The term "total project costs" shall mean all costs incurred by the Government and the Partners directly related to construction of 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 the "Congress"), and using funds 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 the following as listed below:

(1) Tuttle Creek Lake Project (Partnership Value: \$10,000):

Tuttle Creek Lake Project Staff will provide technical oversight and coordination of all Partners and third parties (i.e. contractors) throughout the scope of the project. This includes labor to oversee activities and services to design and construct the Enhancements. The lake project will also provide labor and equipment to prepare footings, deliver supplies and materials, and erect the shelter roof. Additionally, the project will provide interpretive panel design, and miscellaneous construction and landscape materials.

(2) Handshake (Partnership Value: \$20,000):

The Handshake Program will provide the funding for the group shelter and kiosk frame, interpretive panel fabrication, and other items needed for Enhancement construction.

a. The Partners shall provide the following as listed below:

(1) Flint Hills Jeep Club: \$6,500

The Flint Hills Jeep Club will support this project through volunteer labor and material donation to assist with planning, layout, design, and construction of the Enhancements.

(2) Wichita 4x4 Club: \$2,000

Wichita 4x4 Club will support this project through volunteer labor to assist with planning, layout, design, and construction of the Enhancements.

(3) Just Jeeps of Omaha: \$4,500

Just Jeeps of Omaha will support this project through volunteer labor and material donation to assist with planning, layout, design, and construction of the Enhancements.

(4) Fort Riley Jeep Club: \$2,000

Fort Riley Jeep Club will support this project through volunteer labor and material donation to assist with planning, layout, design, and construction of the Enhancements.

(5) Briggs Auto Group: \$4,000

Briggs Auto Group will support this project through in kind services, equipment use, and material donation to assist with planning, layout, design, and construction of the Enhancements.

(6) Marshall Motors: \$500

Marshall Motors will support this project through material donation to assist with planning, layout, design, and construction of the Enhancements.

(7) Randolph Pride: \$200

Randolph Pride will support this project through in-kind services to assist with promotion in their media releases, website, and other outlets of the Enhancements.

b. 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.

c. No Federal funds may be used to meet the Partners' 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 the Partners with 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' contribution required in accordance with Article II.b and c of this Agreement. On the effective date of this Agreement, total project costs are projected to be \$49,700 and the Partners' contribution required under Article II.c of this Agreement is projected to be \$19,700. 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. 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.

(2) In the event the final accounting shows that the total contribution provided by the Partners is less than its required share of total project costs, the Partners shall, no later than 90 calendar days after receipt of written notice, make a payment to the Government of whatever sum is required to meet the Partners' required share of total project costs.

(3) In the event the final accounting shows that the total contribution provided by the Partners exceeds its required share of total project costs, the Government shall, subject to the availability of funds, refund the excess to the Partners no later than 90 calendar days after the final accounting is complete. In the event existing funds are not available to refund the excess to the Partners, the Government shall seek such appropriations as are necessary to make the refund.

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 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 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, neither 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 party 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 Partners 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 Partners 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 either party may elect without penalty to terminate this Agreement or to suspend future performance under this Agreement. In the event that either 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 Partners elects to terminate this Agreement.

c. In the event that either party elects to terminate this Agreement pursuant to this Article, both parties shall conclude their activities relating to the Project and proceed to a final accounting in accordance with Article II 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. Any delinquent payment shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13-week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3-month period if the period of delinquency exceeds 3 months.

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 by telegram, or mailed either by first-class, registered, or certified mail, as follows:

If to the Partners: ATTN: Nancy McKee
 Flint Hills Jeep Club
 1125 West St.
 Tonganoxie, KS 66086
 Telephone: 816-590-2558
 Email: njmcke@sunflower.com

Wichita 4x4 Club
Address 310 Estelle
City, State ~~00000~~ Newton, KS 67114
Telephone: 316-251-5502
Email: flip4ford@gmail.com

Just Jeeps of Omaha

Address

City, State 00000

Telephone:

Email:

Ft. Riley Jeep Club

Address

City, State 00000

Telephone:

Email:

3322 Rolling Hills Dr

Wilford, KS 66514

409-489-8381

fort.riley.jeepclub@gmail.com

Briggs Auto Group

Address

City, State 00000

Telephone:

Email:

2312 Stag Hill Rd.

Manhattan, KS 66502

785-532-8115

R.Briggs@BriggsAuto.com

Marshall Motors

Address

City, State 00000

Telephone:

Email:

3560 59th

Salina, KS 67401

785-827-9641

larry.marshall@marshallmotor.com

Randolph Pride

Address

City, State 00000

Telephone:

Email:

317 E. Randolph St

Randolph, KS 66554

785-410-4704

jdunston@ksu.edu

If to the Government: ATTN: Brian McNulty, Operations Project Manager
U.S. Army Corps of Engineers, Tuttle Creek Lake
5020 Tuttle Creek Blvd.
Manhattan, KS 66502
Phone: 785-539-8511
Email: tuttle.creek@usace.army.mil

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 DATE: 8/27/18
Stuart R. Cook, Operations Division
Kansas City District Corps of Engineers

BY: Rose M. Rozmiarek DATE: 9/27/2018
Rose Rozmiarek, President
Flint Hills Jeep Club

BY: Col DW DATE: 9/24/18
NAME, TITLE
Wichita 4x4 Club

BY: John Judd DATE: 9.27.18
NAME, TITLE Judd PRES
Just Jeeps of Omaha

BY: Richard Shaw DATE: 19 Sept 2018
NAME, TITLE Richard Shaw, President
Fort Riley Jeep Club

BY: Russell Briggs DATE: 20 sept 2018
NAME, TITLE Russell Briggs, Owner
Briggs Auto Group

BY: Jason Strub DATE: 9/27/18
NAME, TITLE

Marshall Motors

BY: Janie Dunstan DATE: 9-28-18
NAME, TITLE Janie Dunstan, president
Randolph Pride

Challenge Partnership Financial Work Sheet

Corps Project Name: Tuttle Creek Lake
Work Project Title: Off Road Vehicle (ORV) Area Enhancement Project
POC Name: Melissa Benn
Address: 5020 Tuttle Creek Blvd. City: Manhattan State: KS Zip Code: 66502
Telephone: 785 - 539 - 8511 x3171
Location on Project: Tuttle Creek ORV Area

Partner Organization 1: Flint Hills Jeep Club
POC Name: Colleen Strnad
Address: 1027 E 1292 Rd. City: Lawrence State: KS Zip Code: 66047
Telephone: 785 - 865 - 8657x

Partner Organization 3: Wichita 4x4 Club
POC Name: Chad Woerner
Address: 310 Estelle City: Newton State: KS Zip Code: 67114
Telephone: 316 - 251 - 5502 x

Partner Organization 5: Just Jeeps of Omaha
POC Name:
Address: City: State: Zip Code:
Telephone: - - x

Partner Organization 6: Fort Riley Jeep Club
POC Name: ~~Richard~~ Richard Shaw
Address: 3322 Rolling Hills Dr City: Milford State: KS Zip Code: 66514
Telephone: 409 - 489 - 8381x

Partner Organization 7: Biggs Auto Group
POC Name: Russell Biggs

Handshake Partnership Agreement
Tuttle Creek Lake ORV Area Enhancement Project

Address: 2312 Stagg Hill Rd City: Manhattan State: KS Zip Code: 66502
Telephone: 785-532-8115 x

Partner Organization 8: Marshall Motors
POC Name: Bruce DeDorder
Address: 3500 59th City: Salina State: KS Zip Code: 67401
Telephone: 785 - 822-9641 x

Partner Organization 9: Randolph Pride
POC Name:
Address: City: State: Zip Code:
Telephone: - - x

Proposed start date of work: 1 OCT 2018

Simple description of work to be accomplished through the partnership:
The Tuttle Creek Off-Road Vehicle (ORV) Area Enhancement Project includes the construction of an entrance kiosk, improved picnic sites, and group shelter by engaging highly effective stakeholders, consistent with national partnership goals.

	Local Corps Office	Handshake Funds	Flint Hills Jeep Club	Wichita 4x4 Club	Just Jeeps Omaha
Salaries	\$3,000	N/A	\$0	\$0	\$0
Travel	\$0	N/A	\$0	\$0	\$0
Materials and Supplies	\$3,000	\$20,000	\$0	\$0	\$0
Equipment Use	\$1,500	\$0	\$0	\$0	\$0
Funds Contributed	N/A	N/A	\$500	\$0	\$500
Personal Property	N/A	N/A	\$0	\$0	\$0
Volunteer	N/A	N/A	\$6,000	\$2,000	\$4,000
In-Kind Services	N/A	N/A	\$0	\$0	\$0
Other (explain below)	\$2,500	\$0	\$0	\$0	\$0
Total	\$10,000	\$20,000	\$6,500	\$2,000	\$4,500
Share of Total Cost	20%	40%	13%	4%	9%
	60%				

	Fort Riley Jeep Club	Briggs Auto Group	Marshall Motors	Randolph Pride	TOTAL
Salaries	\$0	\$0	\$0	\$0	\$3,000
Travel	\$0	\$0	\$0	\$0	\$0
Materials and Supplies	\$0	\$2,500	\$0	\$200	\$25,700
Equipment Use	\$0	\$500	\$0	\$0	\$2,000
Funds Contributed	\$1,000	\$0	\$500	\$0	\$2,500
Personal Property	\$0	\$0	\$0	\$0	\$0
Volunteer	\$1,000	\$0	\$0	\$0	\$13,000
In-Kind Services	\$0	\$1,000	\$0	\$0	\$1,000
Other (explain below)	\$0	\$0	\$0	\$0	\$2,500
Total	\$2,000	\$4,000	\$500	\$200	\$49,700
Share of Total Cost	4%	8%	1%	0%	100%

Local Corps Office - \$2500 – Other expenses – will pay contracting office labor in acquisition of the shelter.