

CHALLENGE PARTNERSHIP AGREEMENT  
BETWEEN  
THE DEPARTMENT OF THE ARMY  
AND  
CARPENTERS UNION – LOCAL 106  
AND  
BOY SCOUTS OF AMERICA – TROOP 202  
AND  
MANATTS  
AND  
MARTIN MARIETTA  
AND  
SPORTSMAN’S WAREHOUSE  
AND  
BASS PRO  
AND  
NATIONAL WILDLIFE TURKEY FEDERATION

THIS AGREEMENT, entered into this day of February 26, 2019, by and between the Department of the Army (hereinafter the "Government"), represented by the Chief of Operations, U.S. Army Engineer District Rock Island, and Carpenter Union – Local 106, (hereinafter the "Partner One"), represented by Mark Smith, and Boy Scouts of America – Troop 202, (hereinafter the "Partner Two"), represented by Andrew Hauser, and Manatts, (hereinafter the "Partner Three"), represented by Curt Manatt, and Martin Marietta, (hereinafter the "Partner Four"), represented by Jay Johnson, and Sportman’s Warehouse, (hereinafter the "Partner Five"), represented by Dave Nitzel, and Bass Pro Shops, (hereinafter the "Partner Six"), represented by Jason Truman, and National Wildlife Turkey Federation, (hereinafter the "Partner Seven"), represented by Hunter Voigts.

WITNESSETH, THAT:

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

WHEREAS, the installation of an accessible archery range at Bob Shetler Recreation Area on Saylorville Lake will increase the recreational opportunities for the public, and

WHEREAS the Partners are interested in promoting and assisting the Government in providing this accessible archery range to the public, and

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

WHEREAS, the Partners, in order to assist the Government in this project have voluntarily agreed to provide funds, services and materials, 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 Partner agree as follows:

## ARTICLE I - DEFINITIONS AND GENERAL PROVISIONS

For purposes of this agreement:

a. The term "Project" shall mean an (26'5" x 11'11") elevated shooting platform with a handicap accessible concrete side walkway to elevated platform and shooting lanes, a total of 8 canopy cover shooting structures, a total of 8 packed gravel shooting lanes, and a 470' (2-rail) round rail fence leading from the parking lot to the Bob Shetler Recreation Area entrance sign on Saylorville Lake, as generally described in the application, dated September 2018 and the attached work plan.

b. The term "total project costs" shall mean all costs, materials and in-kind services 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 funds, labor and materials valued at \$15,840 towards the project, to include the purchase of forms for the concrete pad, sidewalk and crushed gravel paths, as well as the installation of canopy covered wooden target structures.

c. Partner One shall provide in-kind services to install elevated shooting structure, valued at \$8,520.00.

d. Partner Two shall provide in-kind services to assist in the construction of archery range target structures, valued at \$3,500.00.

e. Partner Three shall provide ready mixed concrete for shooting structure and walkways, valued at \$1200.00.

f. Partner Four shall provide donation of crushed rock for pathways leading out to target structures, valued at \$600.

g. Partner Five shall provide archery range supplies valued at \$500.00.

h. Partner Six shall provide archery range supplies, valued at \$500.00.

i. Partner Seven shall provide archery range supplies, valued at \$250.00.

j. 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.

k. No Federal funds may be used to meet the Partner's 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. of this Agreement. On the effective date of this Agreement, total project costs are projected to be \$50,910. Partner One's contribution is projected to be \$8,520.00, Partner Two contribution is projected to be \$3,500.00, Partner Three's contribution is projected to be \$1,200, Partner Four's contribution is projected to be \$600, Partner Five's contribution is projected to be \$500, Partner Six's contribution is projected to be \$500.00, and Partner Seven's contribution is projected to be \$250.00. Such amounts are estimates subject to adjustment and are not to be construed as the total financial responsibilities of the Government and the Partners.

### 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 fail 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.

#### 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 Partner One:     Mark Smith  
                              Carpenters Union Training Center  
                              Attn: Mark Smith  
                              Altoona, IA 50009

If to Partner Two:     Andrew Hauser  
                              Scout Master  
                              255 S 41<sup>st</sup>  
                              Unit 120  
                              West Des Moines, IA 50265

If to Partner Three:   Curt Manatt  
                              General Manager Metro  
                              6333 NW Beaver Dr  
                              Johnston, IA 50131

If to Partner Four:    Jay Johnson  
                              Sales Manager  
                              11252 Aurora Ave  
                              Des Moines, IA 50322

If to Partner Five:    Dave Nitzel  
                              Store Manager

921 SE Oralabor Rd  
Ankeny, IA 50021

If to Partner Six: Jason Truman  
General Manager  
Bass Pro Shops  
1000 Bass Pro Dr. NW  
Altoona, Iowa 50009

If to Partner Seven: Hunter Voigts  
Regional Director  
2807 42<sup>nd</sup> Street  
Des Moines, IA 50310

If to the Government: U.S. Army Corps of Engineers  
Saylorville Lake Project Office  
5600 NW 78<sup>th</sup> Ave.  
Johnston, IA 50131-1941

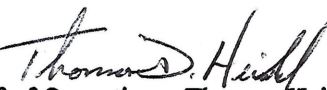
b. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

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 Commander of the Rock Island District.

The DEPARTMENT OF ARMY

BY:   
Chief of Operations, Thomas Heinold

CARPENTER UNION -LOCAL 106

BY:  3/28/19  
Mark Smith

BOY SCOUTS OF AMERICA - TROOP 202

BY:  10 Mar 2019  
Andrew Hauser, Scout Master

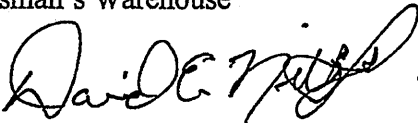
MANATTS

BY:  3/29/19  
Curt Manatt, General Manager Metro

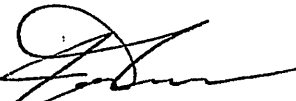
MARTIN MARIETTA

BY:   
Jay Johnson, Sales Manager

Sportsman's Warehouse

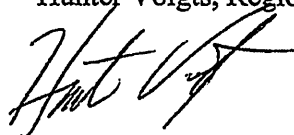
BY:  4-11-2019  
Dave Nitzel, Store Manager

BASS PRO SHOPS

BY:  3/15/2019  
Jason Truman, General Manager

NATIONAL WILDLIFE TURKEY FEDERATION

BY:  
Hunter Voigts, Regional Director

  
4-12-19



## Challenge Partnership Financial Work Sheet

Corps Project Name: Saylorville Lake

Work Project Title: Saylorville Lake Archery Range

POC Name: Justin R Edwards

Address: 5600 NW 78<sup>th</sup> Ave

City: Johnston

State: IA

Zip Code: 50131-1941

Telephone: 515 - 276 - 4656 x6508

Location on Project: Administration Building

---

Partner Organization 1: Carpenter Union – Local 106

POC Name: Mark Smith

Address: Carpenters Union Training Center; Attn: Mark Smith

City: Altoona

State: IA

Zip Code: 50009

Telephone: 515 - 490 - 0788

---

Partner Organization 2: Boy Scout of America – Troop 202

POC Name: Andrew Hauser

Address: 255 S. 41<sup>st</sup> St.; Unit 120

City: West Des Moines

State: IA

Zip Code: 50265

Telephone: 515 - 250 - 2224

---

Partner Organization 3: Manatt's

POC Name: Curt Manatt

Address: 6333 NW Beaver Dr

City: Johnston

State: IA

Zip Code: 50131

Telephone: 515 - 278 - 0247

---

Partner Organization 4: Martin Marietta

POC Name: Jay Johnson

Address: 11252 Aurora Ave

City: Des Moines

State: IA

Zip Code: 50322

Telephone: 515 - 697 - 3414

---

Partner Organization 6: Sportsman's Warehouse

POC Name: Dave Nitzel

Address: 921 SE Oralabor Rd

City: Ankeny

State: IA

Zip Code: 50021

Telephone: 515 - 963 - 3500

---

Partner Organization 6: Bass Pro Shops

POC Name: Jason Truman

Address: 1000 Bass Pro Dr NW

City: Altoona

State: IA

Zip Code: 50009

Telephone: 515 - 957 - 5500

---

Partner Organization 7: National Wildlife Turkey Federation

POC Name: Hunter Voigts

Address: 2807 42<sup>nd</sup> Street

City: Des Moines

State: IA

Zip Code: 50310

Telephone: 563 - 929 - 0264

Proposed start date of work: April

Simple description of work to be accomplished through the partnership:

The archery ranges site will be prepped through prescribed burning, mowing and grading for walkways and structures. Once site prep is complete, the area will be surveyed, striped with paint and flagged for the elevated shooting structure; which will be built by the Carpenter Union – Local 106. Once completed, the walkways and shooting lanes will surveyed, striped with paint and flagged for exact placement. The Shooting structures will be built onsite by Scouts from Troop 202. These will be set and placed into augured holes by Saylorville Lake maintenance staff. Shooting lanes will connect the shooting structures to the concrete walkways. The lanes will be set to the same elevation as the cement walkway and will be 4 feet wide; featuring a turnaround next to the shooting structure. The lanes will be filled by skidsteers using crushed limestone which most will be provided by Martin Marietta. Once complete, the cement form will laid around the elevated shooting structure and form the 10 foot wide walkways. Ready mixed concrete will be provided by Manatts and laid by Saylorville Lake maintenance staff. A kiosk will be placed by the parking lot by staff and fencing will be hired out to be installed along the parking lot and roadway. When the range has been completed. The parking lot will be cleaned up and re developed for parking spaces.

	Local Corps Office	Handshake Funds	Carpenters Union - Local 106	Boy Scouts of America - Troop 202	Manatts	Martin Marietta
Salaries	\$13,340	N/A	\$0	\$0	\$0	\$0
Travel	\$0	N/A	\$0	\$0	\$0	\$0
Materials and Supplies	\$1,000	\$20,000	\$0	\$0	\$1,200	\$600
Equipment Use	\$1,500	N/A	\$1,500	\$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	\$0	\$3,500	\$0	\$0
In-Kind Services	N/A	N/A	\$7,020	\$0	\$0	\$0
Other (explain below)	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total</b>	<b>\$15,840</b>	<b>\$20,000</b>	<b>\$8,520</b>	<b>\$3,500</b>	<b>\$1,200</b>	<b>\$600</b>
<b>Share of Total Cost</b>	<b>31.1%</b>	<b>39.3%</b>	<b>16.7%</b>	<b>6.9%</b>	<b>2.4%</b>	<b>1.2%</b>
	70.4%					

	Sportsman Warehouse	Bass Pro	NWTF			
Salaries	\$0	\$0	\$0			
Travel	\$0	\$0	\$0			
Materials and Supplies	\$500	\$500	\$0			
Equipment Use	\$0	\$0	\$0			
Funds Contributed	\$0	\$0	\$250			
Personal Property	\$0	\$0	\$0			
Volunteer	\$0	\$0	\$0			
In-Kind Services	\$0	\$0	\$0			
Other (explain below)	\$0	\$0	\$0			
<b>Total</b>	<b>\$500</b>	<b>\$500</b>	<b>\$250</b>			
<b>Share of Total Cost</b>	<b>1.0%</b>	<b>1.0%</b>	<b>0.5%</b>			

						<b>Total</b>
Salaries						\$13,340
Travel						\$0
Materials and Supplies						\$23,800
Equipment Use						\$3,000
Funds Contributed						\$250
Personal Property						\$0
Volunteer						\$3,500
In-Kind Services						\$7,020
Other (explain below)						\$0
<b>Total</b>						<b>\$50,910</b>
<b>Share of Total Cost</b>						<b>100%</b>

Explanations: