

CHALLENGE PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY,
AND
The Back Country Horsemen of America,
AND
The North American Trail Ride Conference,
AND
The American Endurance Ride Conference,
AND
The Bridge Campground,
AND
The Big Hill Horse Riders Association,
AND
Boy Scout Troop 4,
AND
Labette County Tourism Department,
AND
Western Way Cowboy Church,
AND
The Audubon Society of Southeast Kansas.

THIS AGREEMENT, entered into this ___ day of _____ 202__, by and between the Department of the Army (hereinafter the "Government"), represented by the Chief of Operations Division, U.S. Army Engineer Tulsa District, and the Back Country Horsemen of America (hereinafter referred to as "BCHA"); the North American Trail Ride Conference (hereinafter referred to as "NATRC"); the American Endurance Ride Conference (hereinafter referred to as "AERC"); the Bridge Campground; Big Hill Horse Riders Association (hereinafter referred to as "BHHRA"); Boy Scout Troop 4; Labette County Tourism Department (hereinafter referred to as "LBCoTour"); Western Way Cowboy Church (hereinafter referred to as "WWCC"); and the Audubon Society of Southeast Kansas (hereinafter referred to as "SEKAud"), all of which are hereinafter referenced jointly as the "Partners."

WITNESSETH, THAT:

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

WHEREAS, the Big Hill Lake recreational opportunities can be improved for the public use and enjoyment through trail clearing, noxious weed control, and the additional of new trail kiosks; and

WHEREAS, these improvements for public use and enjoyment will also provide environmental benefits to the Big Hill Lake project, and

WHEREAS the Partners are interested in promoting and assisting the Government in performing these improvements by providing labor and materials, and

WHEREAS, it is mutually beneficial to the Government and the Partners to work cooperatively to make these improvements to this trail for public use and enjoyment as well as to reap the environmental and economic benefits, and

WHEREAS, the Partners, in order to assist the Government in this project have voluntarily agreed to contribute a portion of the costs through labor, materials, and donations, 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 Lake Office 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 improvements to 17.5 miles of Equestrian Trails at Big Hill Lake in Kansas by clearing the trails of fallen timber, brush, new sprouts; noxious weeds and invasive species; noxious weed and invasive species control; adding three new trail kiosks; and trail mapping and marking.
- b. The term "Trail Clearing" shall mean brush and debris removal and weed control from any and all portions of the 17.5 miles of equestrian trails at Big Hill Lake, Kansas. The "Trail Clearing" includes removing large fallen timber and shredding brush, sprouting trees, and invasive species.
- c. The term "Kiosk" shall mean a 3'x4' foot structure used for displaying maps and information about the Project trails.
- d. The term "total project costs" shall mean all costs incurred by the Government and the Partners directly related to completing the project.
- e. The term "Volunteer Labor Hours" shall mean the non-Government employees, age 18 and older, and, who, on behalf of a Partner to this

Agreement, volunteer their time in order to perform work necessary for completing the Project.

- f. The term "Handshake Funds" shall include only funds appropriated by Congress and which are available and allocated towards fulfillment of the Government's obligation under this agreement. Handshake Funds shall not include Partner funds nor may Handshake Funds be utilized to finance any Partner responsibilities under this Agreement.
- g. 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.
- h. 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 complete 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:

- Utilize \$6,400.00 of the Handshake Funds to hire professional brush and debris removal from the Project.
- Utilize \$1,000.00 of the Handshake Funds to hire a professional noxious weed control specialist to apply appropriate herbicide, to be donated by a Partner to this Agreement, at the Project in areas where the trails are overrun with sericea lespedeza and Johnson grass.
- Utilize \$2,200.00 of the Handshake Funds for the purchase/construction of three 3'x4' kiosks for displaying trail maps.
- Utilize \$3,780.00 of the Handshake Funds for the creation and printing of new maps for use in the kiosks. The new maps will be of the equestrian trails and include access points, road numbers, directions, information about native flora and fauna, and safety tips. These funds will also be used to create digital copies of the maps and small print copies for distribution.
- Utilize \$850.00 of the Handshake Funds to pay for the travel expenses of the professional map maker who is volunteering her time to photograph the Project area sites and acquire GPS data for use in creating the maps.

c. Each of the non-Government Partners shall provide the following contributions as outlined below:

1. NATRC shall:
 - Provide 200 Volunteer Labor Hours to include approximately 120 hours of trail work (e.g. painting markings and clearing brush) and 80 hours of specialized writing of press releases informing the public about the trails, events, and facilities.
 - Contribute \$500.00 towards Project costs above and beyond the expenditures necessary to accomplish the contributions of NATRC outlined above.

2. AERC shall:
 - Provide 90 Volunteer Labor Hours for purposes of assistance with specialized map creation. Included in the 90 Volunteer Labor Hours will be 24 Volunteer Labor Hours for trail mapping and 20 hours of travel time.
 - Donate Mapping Software (estimated value \$80.00).

3. The Bridge Campground shall:
 - Provide 20 Volunteer Labor Hours for mowing Project trails.
 - Contribute \$100 towards Project costs above and beyond the expenditures necessary for the Bridge Campground to accomplish the other items listed above.

4. BCHA shall:
 - Provide 200 Volunteer Labor Hours spent on activities necessary to complete the Project.
 - Contribute \$500 cash towards project costs above and beyond the expenditures necessary for BCHA to accomplish the other items listed above.

5. BHHRA shall:
 - Provide 300 Volunteer Labor Hours spent on activities necessary to complete the Project.
 - Donate herbicide spray for use in killing noxious weeds and invasive plants along the trail. The value of this donated herbicide is approximately \$100.00.
 - Provide 40 hours of four wheeler usage towards Project completion.
 - Provide 80 hours of chain saw usage towards Project completion.

6. Boy Scout Troop 4 shall:
 - Provide 100 hours of Volunteer Labor Hours used for GPS verification of the Project trails.

7. LBCoTour shall:

- Contribute \$400 towards unspecified Project costs.
8. WWCC shall:
- Provide 100 Volunteer Labor Hours spent on Project trail maintenance.
9. SEKAud shall:
- Provide 50 Volunteer Labor Hours of bird and wildlife research.
- 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 contributions towards the total project costs under this Agreement.

ARTICLE III - METHOD OF PAYMENT

a. The Government shall maintain current records of contributions provided by each Partner 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' contributions yet to be made, but which are required pursuant to Article II.b. of this Agreement. On the effective date of this Agreement, total project costs are projected to be \$37,367, and the Partners' contributions required under Article II.b. of this Agreement is projected to be \$21,137 (in Labor, Materials, and Donations). 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 the contribution required under Article II.b. of this Agreement in accordance with the following provisions: Not less than 90 calendar days prior to issuance of the solicitation for the first construction contract, the Government shall notify the Partners of the funds required from the Partners to meet its projected contribution, including its proportionate share of the Government's financial obligations incurred prior to the commencement of the period of construction. Prior to the issuance of the solicitation, the Partners shall provide the Government with the full amount of the required funds by delivering a check payable to "FAO, USAED, *Tulsa District*" to the Government's *F&A Officer*. The Government shall draw from the funds provided by the Partners such sums as the Government deems necessary to cover: (a) the Partners' proportionate share of the Government's financial obligations incurred prior to the commencement of the period of construction; and (b) the Partners' proportionate share of the Government's contractual and in-house financial obligations as they are incurred during the period of construction. In the event the Government determines that the Partners must provide additional funds to meet its obligation, the Government shall notify the Partners of the additional funds required. Within 60 calendar days thereafter, the Partners shall provide the Government with a check for the full amount of the additional required funds.

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.

1. 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.

2. 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 none should be considered the officer, agent, or employee of the others.

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 any portion of their respective obligations under this Agreement, the Government shall terminate this Agreement or suspend future performance under this Agreement unless the Government 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 elect 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:

*The Bridge Campground
c/o Chuck Waggoner, owner
22000RD
Cherryvale, KS 67335*

*NATRC
c/o Marsha Hayes
3277 CR 4300
Independence, KS 67301*

*Boy Scouts Troup #4
c/o Bill Carson
418 S 5th
Independence, KS 67301*

*AERC
Deidre Monroe
15 Camino Del Gito
Sante Fe, NM 87506*

*Audubon Society of SE Kansas
c/o Ed Miller
218 Bermuda
Independence, KS 67301*

*Western Way Cowboy Church
c/o Ron Mc/Kenzie
1240 12000 RD
Altamonte, KW 67330*

*Labette County Tourism
c/o Jim Zeleski
P.O. Box 1037
112 South 17th St.
Parsons, KS 67357*

*Back Country Horsemen of Kansas
c/o President Steve Lindsey*

*4557 E 45 Highway 160
Independence, KS 67301*

*Big Hill Trail Riders Association
c/o Bill Racy, president
5369 CR 5600
Cherryvale, KS 67335*

If to the Government: Chris Hammerschmidt, Lake Manager
*Big Hill Lake Project Office
U.S. Army Engineer Tulsa District
19065 Cherryvale Pkwy
Cherryvale, KS 67335*

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 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 of the last signature hereto.

The Department of the Army

BY: **Rex Ostrander**
TITLE: Chief of Operations Division,
Tulsa District

DATE:

SIGNATURE: _____

The Partners

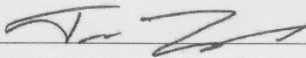
FOR: **Western Way Cowboy Church**
BY: Ron McKenzie
TITLE: Secretary of Church

DATE: 12-9-20

SIGNATURE: *Ronald V. McKenzie*

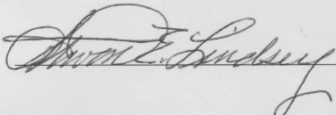
FOR: Labette County Tourism
BY: Jim Zaleski
TITLE: Economic Development Director

DATE: 12-20-20

SIGNATURE: 

FOR: **Back Country Horsemen of Kansas**
BY: Steve Lindsay
TITLE: National Director

DATE: 12/15/2020

SIGNATURE: 

FOR: **Big Hill Trail Riders Association**
BY: Bill Racy
TITLE: President

DATE: 12/11/20

SIGNATURE: Bill Racy

FOR: **The Bridge Campground**
BY: Chuck Waggoner
TITLE: Owner/Operator

DATE: 12-28-20

SIGNATURE: CMaggoner

FOR: **North American Trail Ride Conference**
BY: Marsha Hayes
TITLE: SE Kansas Coordinator


DATE: 12-6-2020

SIGNATURE: Marsha Hayes

FOR: **Boy Scouts Troup #4**
BY: Bill Carson

TITLE: Scout Master

DATE: 2020-11-30

SIGNATURE: 

FOR: **American Endurance Ride Conference**
BY: Deirdre Monroe

TITLE: Trail Master

DATE: Deirdre Monroe, 12/13/20

SIGNATURE: †

FOR: **Audubon Society of SE Kansas**
BY: Ed Miller

TITLE: SE Kansas Board of Directors

DATE: 10 Dec. 2020

SIGNATURE: Edwin Miller
SE Kansas Audubon Society

EXHIBIT A

Challenge Partnership Financial Work Sheet

Corps Project Name: Big Hill Lake Office

Work Project Title: Restoration of Big Hill Lake Equestrian Trail with Mapping Kiosks

POC Name: Barb Busenbarrick

Address: 19065 Cherryvale Parkway City: Cherryvale State: KS Zip Code: 67335

Telephone: 620 - 336 - 2741

Location on Project: Trail surrounding lake with three trailheads.

Partner Organization 1: North American Trail Riders Conference

POC Name: Marsha Hayes

Address: 3277 CR 4300 City: Independence State: KS Zip Code: 67301

Telephone: 620 - 330 - 0582

Partner Organization 2: American Endurance Ride Conference

POC Name: Deirdre Monroe

Address: 15 Camino Del Ojito City: Santa Fe State: NM Zip Code: 87506

Telephone: 505 - 976 - 4925

Partner Organization 3: The Bridge Campground

POC Name: Chuck Waggoner

Address: 440 22000 RD City: Cherryvale State: KS Zip Code: 67335

Telephone: 620 - 423 - 1798

Partner Organization 4: Back County Horseman's Association

POC Name: Steve Lindsey

Address: 710 N. Mayfield Rd City: Hutchinson State: KS Zip Code: 67335

Telephone: 785 - 259 - 4712

Partner Organization 5: Big Hill Horse Riders Association

POC Name: Bill Racy

Address: City: State: Zip Code:

Telephone: 620 - 870 - 8333

Partner Organization 6: Boy Scouts Troup #4

POC Name: Bill Carson

Address: 418 S 5th City: Independence State: KS Zip Code: 67301

Telephone: 508 - 725 - 6164

Partner Organization 7: Labette County Tourism

POC Name: Jim Zaleski

Address: City: State: Zip Code:
Telephone: 620 - 421 - 7001

Partner Organization 8: Western Way Cowboy Church

POC Name: Ron McKinzie

Address: City: State: Zip Code:
Telephone: 620 - 330 - 1557

Partner Organization 9: Audubon Society of SE Kansas

POC Name: Kindra Holland

Address: City: State: Zip Code:
Telephone: 620 - 778 - 1835

Proposed start date of work: September 1, 2020

Simple description of work to be accomplished through the partnership: Clearing of the trail with equipment and sparying for noxious and invasive species. Mapping trial area with GIS for 3 kiosks, printable, and electronic maps.

Double click on spreadsheet to access data entry fields:

	Local Corps Office	Handshake Funds	NATRC	AERC	Bridge	BCHA
Salaries	\$2,000	N/A	\$0	\$0	\$0	\$0
Travel	\$0	N/A	\$0	\$509	\$0	\$0
Materials and Supplies	\$0	\$0	\$0	\$0	\$0	\$0
Equipment Use	\$0	\$0	\$0	\$0	\$200	\$500
Funds Contributed	N/A	\$14,230	\$500	\$80	\$100	\$500
Personal Property	N/A	N/A	\$0	\$0	\$0	\$0
Volunteer	N/A	N/A	\$5,086	\$7,810	\$509	\$5,086
In-Kind Services	N/A	N/A	\$0	\$0	\$0	\$0
Other (explain below)	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$2,000		\$5,586	\$8,399	\$809	\$6,086
Share of Total Cost	5.4%	0.0%	14.9%	22.5%	2.2%	16.3%
	5.4%					

	BHHRA	Scout Tr 4	LBCoTour	WWCCh	SEKAud	Partner 10
Salaries	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Materials and Supplies	\$100	\$0	\$0	\$0	\$0	\$0
Equipment Use	\$0	\$0	\$0	\$0	\$0	\$0
Funds Contributed	\$0	\$0	\$400	\$0	\$0	\$0
Personal Property	\$0	\$0	\$0	\$0	\$0	\$0
Volunteer	\$7,629	\$2,543	\$0	\$2,543	\$1,272	\$0
In-Kind Services	\$0	\$0	\$0	\$0	\$0	\$0
Other (explain below)	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$7,729	\$2,543	\$400	\$2,543	\$1,272	\$0
Share of Total Cost	20.7%	6.8%	1.1%	6.8%	3.4%	0

	Partner 11	Partner 12	Partner 13	Partner 14	Partner 15	Total
Salaries	\$0	\$0	\$0	\$0	\$0	\$2,000
Travel	\$0	\$0	\$0	\$0	\$0	\$509
Materials and Supplies	\$0	\$0	\$0	\$0	\$0	\$100
Equipment Use	\$0	\$0	\$0	\$0	\$0	\$700
Funds Contributed	\$0	\$0	\$0	\$0	\$0	\$15,810
Personal Property	\$0	\$0	\$0	\$0	\$0	\$0
Volunteer	\$0	\$0	\$0	\$0	\$0	\$32,478
In-Kind Services	\$0	\$0	\$0	\$0	\$0	\$0
Other (explain below)	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$0	\$0	\$0	\$0	\$0	\$37,367
Share of Total Cost	0.0%	0.0%	0.0%	0.0%	0.0%	100%

Explanations: