

CHALLENGE PARTNERSHIP AGREEMENT  
BETWEEN  
THE DEPARTMENT OF THE ARMY  
AND  
C.A.S.T. for Kids  
AND  
Bass Pro Shops  
AND  
Kansas Department of Parks and Wildlife  
AND  
Kansas Crappie Club  
AND  
Backcountry Hunters and Anglers

THIS AGREEMENT, entered into this 1<sup>st</sup> day of Sept, 2022, by and between the Department of the Army (hereinafter the "Government"), represented by the Chief, Operations Division, U.S. Army Corps of Engineers, Kansas City District, and C.A.S.T. for Kids, represented by the Eastern Regional Director, and Bass Pro Shops, represented by the General Manager, and Kansas Department of Parks and Wildlife, represented by the Perry District Fisheries Biologist, and the Kansas Crappie Club, represented by the Founder, and Backcountry Hunters and Anglers, represented by board member (hereinafter the "Partner")

WITNESSETH, THAT:

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

WHEREAS, the installation of an accessible fishing platform at Rock Creek Park on Perry Lake will increase the recreational opportunities for the public, and

WHEREAS the Partner is interested in promoting and assisting the Government in providing this accessible fishing platform, and

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

WHEREAS, the Partner, in order to assist the Government in this project has voluntarily agreed to make contributions towards the construction of the Project, 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 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 a 4' X 20' fishing platform with a 4' X 24' platform walkway, aluminum frame, marine grade PVC decking, and 215' X 4' concrete sidewalk leading from the group shelter to the platform in Rock Creek Park on Perry Lake.

b. The term "total project costs" shall mean all costs incurred by the Government and the Partner 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 Partner, 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 labor, materials, and equipment to administer the project. Handshake funds will be used to purchase the fishing dock and concrete to construct the sidewalk for accessing the fishing dock.

c. The Partners shall provide in-kind services for the delivery and installation of the dock along with an opening kid's fishing event; supplies and materials to construct fish habitat to be submerged out front of the dock and an information sign to be placed next to dock; volunteer hours to construct and install the sign and help construct concrete forms for the sidewalk leading down to the dock.

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 total project costs under this Agreement.

### ARTICLE III - METHOD OF PAYMENT

a. The Government shall maintain current records of contributions provided by the Partner and a current projection of total project costs. At least quarterly, the Government shall provide the Partner 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 Partner's contribution required in accordance with Article II.c. of this Agreement. On the effective date of this Agreement, total project costs are projected to be \$40,101, and the Partner's contribution required under Article II.c. of this Agreement is projected to be \$14,236. Such amounts are estimates subject to adjustment and are not to be construed as the total financial responsibilities of the Government and the Partner.

b. The Partner shall provide the contribution required under Article II.c. of this Agreement based on funding and/or volunteer 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 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.

1. In the event the final accounting shows that the total contribution provided by the Partner is less than its required share of total project costs, the Partner 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 Partner's required share of total project costs.

2. In the event the final accounting shows that the total contribution provided by the Partner exceeds its required share of total project costs, the Government shall, subject to the availability of funds, refund the excess to the Partner 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 Partner, 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 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, 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 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 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 Partner 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 Partner 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 Partner, 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 Partner 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 Partner:

C.A.S.T for Kids  
2755 Commercial St. SE, Suite 101  
Salem, OR 97302

Bass Pro Shops  
12051 Bass Pro Dr.  
Olathe, KS 66061

KDWP  
5441 W. Lake Rd.  
Ozawkie, KS 66070

Kansas Crappie Club  
2938 SW Woodstock Ln.  
Topeka, KS 66614

Backcountry Hunters and Anglers  
PO Box 49525  
Wichita, KS 67201

If to the Government: U.S. Army Corps of Engineers  
Perry Lake Project  
10419 Perry Park Dr  
Perry, KS 66073

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**

COOK.STUART.R.123 Digitally signed by  
COOK.STUART.R.1231335966  
BY: 1335966 Date: 2022.09.01 09:37:49 -05'00'

TITLE: Stuart Cook, Chief of Operations  
Kansas City District Corps of  
Engineers

DATE: \_\_\_\_\_

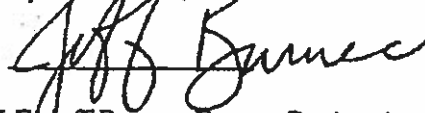
**Kansas Department of Wildlife and Parks**

BY: 

Nick Kramer, Perry District Fisheries  
Biologist

DATE: 6/16/22

**C.A.S.T. for Kids**

BY: 

TITLE: Jeff Barnes, Eastern Regional  
Director, Chris Windler, Event Coordinator

DATE: 5/11/22

**Kansas Crappie Club**

BY: 

Joe Bragg, Founder

DATE: 8-28-22

**Bass Pro Shops**

BY: 

Scott Ollendick, General Manager

DATE: 6/30/2022

**Backcountry Hunters and Anglers**

BY: 

TITLE: Josh Nicolay, Board Member,  
Kansas Chapter

DATE: 8/3/2022

## Challenge Partnership Financial Work Sheet

Corps Project Name: **Perry Lake Project**

Work Project Title: **Universally Accessible Fishing Dock and Fish Habitat**

POC Name: **Cody Smothers**

Address: 10419 Perry Park Dr. City: Perry State: KS Zip Code: 66073

Telephone: 785 - 597 - 5144 x

Location on Project: Project Office

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Partner Organization 1: C.A.S.T. for Kids

POC Name: Jeff Barnes

Address: 2755 Commercial St. SE, Suite 101 City: Salem State: OR Zip Code: 67302

Telephone: 256 - 310 - 4323 x

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Partner Organization 2: Bass Pro Shops

POC Name: Scott Ollendick

Address: 12051 Bass Pro Dr. City: Olathe State: KS Zip Code: 66061

Telephone: 913 - 254 - 5200 x

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Partner Organization 3: Kansas Department OF Wildlife and Parks

POC Name: Nick Kramer

Address: 5441 W. Lake Rd City: Ozawkie State: KS Zip Code: 66070

Telephone: - - x

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Partner Organization 4: Kansas Crappie Club

POC Name: Joe Bragg

Address: 2938 SW Woodstock Ln. City: Topeka State: KS Zip Code: 66614

Telephone: - - x

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Partner Organization 5: Backcountry Hunters and Anglers

POC Name: Josh Nicolay

Address: PO Box 49525 City: Wichita State: KS Zip Code: 67201

Telephone: 316 - 204 - 5212 x

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Proposed start date of work: Construction will begin upon execution of this Agreement.

Simple description of work to be accomplished through the partnership: The installation of an ADA fishing dock located in Rock Creek Park.

Double click on spreadsheet to access data entry fields:



|                            | Local Corps Office | Handshake Funds | C.A.S.T. for Kids | Bass Pro       | KDWP&T       | Kansas Crappie Club |
|----------------------------|--------------------|-----------------|-------------------|----------------|--------------|---------------------|
| Salaries                   | \$1,320            | N/A             | \$0               | \$0            | \$0          | \$0                 |
| Travel                     | \$0                | N/A             | \$0               | \$0            | \$0          | \$0                 |
| Materials and Supplies     | \$0                | \$24,545        | \$0               | \$0            | \$200        | \$0                 |
| Equipment Use              | \$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             | \$0               | \$0            | \$0          | \$3,264             |
| In-Kind Services           | N/A                | N/A             | \$3,500           | \$6,400        | \$0          | \$0                 |
| Other (explain below)      | \$0                | \$0             | \$0               | \$0            | \$0          | \$0                 |
| <b>Total</b>               | <b>\$1,320</b>     | <b>\$24,545</b> | <b>\$3,500</b>    | <b>\$6,400</b> | <b>\$200</b> | <b>\$3,264</b>      |
| <b>Share of Total Cost</b> | <b>3.3%</b>        | <b>61.2%</b>    | <b>8.7%</b>       | <b>16.0%</b>   | <b>0.5%</b>  | <b>8.1%</b>         |
|                            | <b>64.5%</b>       |                 |                   |                |              |                     |

|                            | Backcountry Hunters and Anglers | Partner 6   | Partner 7   | Partner 8   | Partner 9   | Partner 10 |
|----------------------------|---------------------------------|-------------|-------------|-------------|-------------|------------|
| Salaries                   | \$0                             | \$0         | \$0         | \$0         | \$0         | \$0        |
| Travel                     | \$0                             | \$0         | \$0         | \$0         | \$0         | \$0        |
| Materials and Supplies     | \$600                           |             | \$0         | \$0         | \$0         | \$0        |
| Equipment Use              | \$0                             |             | \$0         | \$0         | \$0         | \$0        |
| Funds Contributed          | \$0                             | \$0         | \$0         | \$0         | \$0         | \$0        |
| Personal Property          | \$0                             | \$0         | \$0         | \$0         | \$0         | \$0        |
| Volunteer                  | \$272                           | \$0         | \$0         | \$0         | \$0         | \$0        |
| In-Kind Services           | \$0                             | \$0         | \$0         | \$0         | \$0         | \$0        |
| Other (explain below)      | \$0                             | \$0         | \$0         | \$0         | \$0         | \$0        |
| <b>Total</b>               | <b>\$872</b>                    | <b>\$0</b>  | <b>\$0</b>  | <b>\$0</b>  | <b>\$0</b>  | <b>\$0</b> |
| <b>Share of Total Cost</b> | <b>2.2%</b>                     | <b>0.0%</b> | <b>0.0%</b> | <b>0.0%</b> | <b>0.0%</b> | <b>0</b>   |

|                            | Partner 11  | Partner 12  | Partner 13  | Partner 14  | Partner 15  | Total           |
|----------------------------|-------------|-------------|-------------|-------------|-------------|-----------------|
| Salaries                   | \$0         | \$0         | \$0         | \$0         | \$0         | \$1,320         |
| Travel                     | \$0         | \$0         | \$0         | \$0         | \$0         | \$0             |
| Materials and Supplies     | \$0         | \$0         | \$0         | \$0         | \$0         | \$25,345        |
| 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         | \$3,536         |
| In-Kind Services           | \$0         | \$0         | \$0         | \$0         | \$0         | \$9,900         |
| Other (explain below)      | \$0         | \$0         | \$0         | \$0         | \$0         | \$0             |
| <b>Total</b>               | <b>\$0</b>  | <b>\$0</b>  | <b>\$0</b>  | <b>\$0</b>  | <b>\$0</b>  | <b>\$40,101</b> |
| <b>Share of Total Cost</b> | <b>0.0%</b> | <b>0.0%</b> | <b>0.0%</b> | <b>0.0%</b> | <b>0.0%</b> | <b>100%</b>     |

Explanations:

