

**CHALLENGE PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
Missouri Department of Transportation
AND
Boy Scouts of America-Heart of America Council
AND
Sons of Confederate Veterans
AND
Osceola Optimist Club
AND
Osceola Chamber of Commerce
AND
City of Osceola
AND
Village of Roscoe**

THIS AGREEMENT, entered into this day of ____, 20 ____, by and between the Department of the Army (hereinafter the "Government"), represented by the Chief, Operations Division, U.S. Army Engineer Kansas City District, and the Missouri Highways and Transportation Commission represented by Marvin Morris, P.E., and Boy Scouts of America-Heart of America Council, represented by B.J Straw Camp Ranger, and Sons of Confederate Veterans represented by Kenny Raglan, and Osceola Optimist Club, represented by President Curtis Colby, and Osceola Chamber of Commerce, represented by Ron Hogan, and City of Osceola represented by Mayor Dusty Gibbs, and Village of Roscoe Represented by Marsha Masten.

WITNESSETH, THAT:

WHEREAS, the Government manages lands and waters at Harry S. Truman Dam & Reservoir which includes recreational opportunities for the public, and

WHEREAS, the development, repairs, and construction of park improvements at Road Side Park at the Sac/Osage confluence will increase outdoor recreational opportunities for the public, and

WHEREAS, the Partner is interested in promoting and assisting the Government in providing this improved recreational opportunity, and

WHEREAS, it is mutually beneficial to the Government and the Partner to work cooperatively to make this day use area available to the public, and

WHEREAS, the Partner, in order to assist the Government in this project has voluntarily agreed to provide in-kind services, 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 an approximate 2-acre roadside park known as "Roadside Park". The project area which includes two parking lots, stone staircase, and picnic area with interpretive signage. See Appendix A, Challenge Partnership Agreement Financial Work Sheet, for a detailed project description.
- b. The term "total project costs" shall mean all costs incurred by the Government and the Partner directly related to construction and sustainment 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, 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 partner personnel) shall be exclusively within the control of the Partner.
- b. The Government shall provide land, labor, supplies, materials, and equipment as shown in appendix A. Upon Project completion, the Government will share responsibly jointly with a partner listed in appendix A.
- c. The Partner shall provide labor, supplies, materials, equipment, and in-kind services for the construction and maintenance of the project as shown in Appendix A.

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 share of the total project cost 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. Annually, 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. of this Agreement. On the effective date of this Agreement, total project costs are projected to be \$148,255.00, and the Partner's contribution required under Article II. of this Agreement is projected to be \$115,355.00. 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. Work on the Project is expected to begin immediately upon execution of this Agreement. Materials and supplies being provided shall be provided prior to the commencement of construction. Construction and final clean up of the project will be completed no later one year after execution of this document with the exception of the asphalt paving services to be provided by the Missouri Highways and Transportation Commission. Asphalt paving is to occur in concert with the next repaving cycle of Highway 82 which is to take place in 2028 or a later year as dictated by budgetary restraints.

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.

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.

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 or the representative 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. In the event of termination the partner upon request must restore the site to previous conditions.

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

If to the Partner: *Missouri Highways and Transportation Commission
Marvin Morris, P.E.
2915 Doughboy Drive
Joplin, MO 64804*

*Boy Scouts of America Heart of America Council
B.J. Straw
5525 NE scout Camp Rd
Osceola, MO 64776*

*Sons of Confederate Veterans
Kenny Raglan
96 NW 411th Rd.
Clinton, MO 64735*

*Osceola Optimist Club
Curtis Colby
P.O. box 471
Osceola, MO 64776*

*Osceola Community Chamber of Commerce
Ron Hogan
P.O Box 63
Osceola, MO 64776*

*City of Osceola
Dusty Gibbs
210 Olive St.
Osceola, MO 64776*

*Village of Roscoe
Marsha Masten
P.O. Box 191
Roscoe, MO 64781*

*If to the Government: U.S. Army Corps of Engineers
Truman Lake Project 15968 Truman Rd.
Warsaw, MO 65355
Attention: Dylan Roeder*

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: 
Title: *Chief, Operations Division*
Date: *8 AUG - 2023*

Missouri Highways and Transportation

Commission

By: 
Title: *DISTRICT ENGINEER*
Date: *JULY 14, 2023*

Boy Scouts of America

Heart of America Council

By: *B. B. B.*

Title: **RANGER**

Date: **7/17/23**

Sons of Confederate Veterans

By: *Ronald E. Hagler*

Title: **Adjutant**

Date: **18 Jul 2023**

Osceola Optimist Club

By: *Carl Holley*

Title: **President**

Date: **7-17-23**

City of Osceola

By: *David Allen*

Title: **Mayor**

Date: **7-18-23**

Osceola Community Chamber of

Commerce

By:

Title:

Date:

Village of Roscoe

By: *Maisha Martin*

Title: **Chairman of Board**

Date: **7-18-2023**

**Appendix A
Challenge Partnership Financial Work Sheet**

Corps Project Name: Harry S. Truman Dam & Reservoir

Work Project Title: Roadside Park

POC Name: Dylan Roeder

Address: 15968 Truman Rd.

City: Warsaw

State: MO Zip Code: 65355

Telephone: 816-389-3215

Location on Project: Truman Lake Project Ranger House

Partner Organization 1: Missouri Highway and Transportation Commission

POC Name: Marvin Morris, P.E.

Address: 2915 Doughboy Drive

City: Joplin

State: MO Zip Code: 64804

Telephone: 417-621-6525

Partner Organization 2: Boy Scouts of America Heart of America Council

POC Name: B.J. Straw

Address: 5525 NE scout Camp Rd City: Osceola State: MO Zip Code: 64776

Telephone: 417-646-8115

Partner Organization 3: Sons of Confederate Veterans

POC Name: Kenny Raglan

Address: 96 NW 411th Rd City: Clinton State: MO Zip Code: 64735

Telephone: 816-838-3300

Partner Organization 4: Osceola Optimist Club

POC Name: Curtis Colby

Address: P.O. Box 471 City: Osceola State: MO Zip Code: 64776

Telephone: 660-351-1486

Partner Organization 5: Osceola Community Chamber of Commerce

POC Name: Ron Hogan

Address: P.O. Box 63 City: Osceola State: MO Zip Code: 64776

Telephone: 417-646-5655

Partner Organization 6: City of Osceola

POC Name: Dusty Gibbs

Address: 210 Olive St. City: Osceola State: MO Zip Code: 64776

Telephone: 417-646-8421

Partner Organization 7: Village of Roscoe

POC Name: Marsha Masten

Address: P.O. Box 191 City: Roscoe State: MO Zip Code: 64781

Telephone: 417-646-8401

Proposed start date of work: Date of execution of this document.

Simple description of work to be accomplished through the partnership: The proposed project involves park maintenance and improvements, to include: tree removal and trimming, rehab of the stairway and parking areas, new signage on the roadside, a viewing telescope, and updated landscaping.

- \$18,500 for stair maintenance, landscape improvements, and repair. Time and weather have deteriorated the organic staircase that leads to the main viewpoint. The repair will include masonry and placement of any missing stones and steps and will reduce potential trip and fall hazards. – To be accomplished with Handshake Funds.
- \$5,000 to add an outdoor viewing scope near the picnic area for a long-distance view of the wildlife, rivers, and natural landscape. – To be accomplished with Handshake Funds.
- \$2,500 for signage and interpretive panels within the park, sharing the rich history of the area. Natural stone signage will be added to enhance park features, including historic signage to capture the rich culture of the area, educational signage about local plant species. – To be accomplished with remainder of Handshake Funds.
- \$20,000 for tree removal and trimming. This much needed grooming at the park will remove unnecessary overgrowth and clean up debris limbs caused by past inclement weather. This will make the park more inviting and broaden the expansive view of the river junction, which so many come to see. – To be accomplished by Boy-Scouts of America - Heart of America Council.
- \$88,655 for paved parking to accommodate visitors and gatherings from local groups and organizations, as well as roadside signs on Highway 82 to identify the park in advance of arrival. – To be accomplished by Missouri Highway and Transportation Commission.
- \$8,000 for overseeing project and coordinating with partners and local stake holders. – To be accomplished by Harry S Truman Dam & Reservoir.
- \$1,200 for disposal of vegetative materials. – To be accomplished by City of Osceola.
- \$4,000 for annual recreation related activities including but not limited to mowing and refuse collection. – Sons of Confederate Veterans.
- \$1,500 for a one-day event for cleanup of the area nearing project completion. - To be accomplished by Village of Roscoe, Osceola Community Chamber of Commerce, and Osceola Optimist Club.

Breakdown of funding responsibility is included in the funding table below.

	Local Corps Office	Handshake Funds	Missouri Highway and Transportation Commission	Boy Scouts of America - Heart of America Council	Sons of Confederate Veterans	Osceola Optimist Club
Salaries	\$5,000	N/A	\$0	\$0	\$0	\$0
Travel	\$0	N/A	\$0	\$0	\$0	\$0
Materials and Supplies	\$500	\$0	\$0	\$0	\$0	\$0
Equipment Use	\$2,500	\$0	\$0	\$0	\$0	\$0
Funds Contributed	N/A	\$25,000	\$0	\$0	\$0	\$0
Personal Property	N/A	N/A	\$0	\$0	\$0	\$0
Volunteer	N/A	N/A	\$0	\$0	\$4,000	\$500
In-Kind Services	N/A	N/A	\$88,655	\$20,000	\$0	\$0
Other (explain below)	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$8,000	\$25,000	\$88,655	\$20,000	\$4,000	\$500
Share of Total Cost	5.4%	16.9%	59.8%	13.5%	2.7%	0.3%
	22.2%					

	Osceola Community Chamber of Commerce	City of Osceola	Village of Roscoe	Partner 8	Partner 9	Partner 10
Salaries	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Materials and Supplies	\$0	\$0	\$0	\$0	\$0	\$0
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	\$500	\$1,200	\$500	\$0	\$0	\$0
In-Kind Services	\$0	\$0	\$0	\$0	\$0	\$0
Other (explain below)	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$500	\$1,200	\$500	\$0	\$0	\$0
Share of Total Cost	0.3%	0.8%	0.3%	0.0%	0.0%	0

	Partner 11	Partner 12	Partner 13	Partner 14	Partner 15	Total
Salaries	\$0	\$0	\$0	\$0	\$0	\$5,000
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Materials and Supplies	\$0	\$0	\$0	\$0	\$0	\$500
Equipment Use	\$0	\$0	\$0	\$0	\$0	\$2,500
Funds Contributed	\$0	\$0	\$0	\$0	\$0	\$25,000
Personal Property	\$0	\$0	\$0	\$0	\$0	\$0
Volunteer	\$0	\$0	\$0	\$0	\$0	\$6,700
In-Kind Services	\$0	\$0	\$0	\$0	\$0	\$108,655
Other (explain below)	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$0	\$0	10 \$0	\$0	\$0	\$148,355
Share of Total Cost	0.0%	0.0%	0.0%	0.0%	0.0%	100%

Osceola Community Chamber of Commerce

By: *Kara Colby*

Title: *Representative of Osceola Chamber of Commerce*

Date: *July 8, 2023*

In lieu of: *Ron Hogan*

