

CHALLENGE PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
LABETTE COUNTY TOURISM
AND
PARSONS DISC GOLF CLUB

THIS AGREEMENT, entered into this day of May 27th, 2014, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander, U.S. Army Corps of Engineers-Tulsa District, and Labette County Tourism and Parsons Disc Golf Club, (hereinafter the "Partners"), represented by the board President,

WITNESSETH, THAT:

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

WHEREAS, the installation of professional level disc golf course at Overlook, Cherryvale, and Downstream Point Recreation Areas on Big Hill Lake will increase the recreational opportunities for the public, and

WHEREAS the Partners are interested in promoting and assisting the Government in providing these disc golf courses, and

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

WHEREAS, the Partners, in order to assist the Government in this project have 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 design, installation and maintenance of two 18-hole disc golf courses, including a kiosk with partner recognition, at the Overlook, Cherryvale, and Downstream Point Recreation Areas on Big Hill Lake. The course are generally described in the proposed design provided by a Professional Course Designer (draft attached). After project completion partner(s) will maintain the course in good repair.

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 supplies and materials 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 staff labor and some funding for 10 yards of concrete and 20 hours of labor used in the construction of the disc golf course. See appendix titled Challenge Partnership Financial Worksheet.

1. The Government will apply for Handshake funds . Handshake funds, if awarded, will also be used for course trail development and site restoration in the Downstream Point Recreation Area for use by Partners in this agreement and other agreements not related to disc golf and the general public.

c. The Partners shall provide a course design completed by a professional design firm to PDGA standards. The Partners shall also provide skilled labor to help with course installation. The Partners will supply 36 baskets, 72 sleeves, 36 tee signs and posts. Course maintenance will be performed by the Parsons Disc Golf Club. See appendix titled Challenge Partnership Financial Worksheet.

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 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. of this Agreement. On the effective date of this Agreement, total project costs are projected to be \$30,500, and the Partners contribution required under Article II.b. of this Agreement is projected to be \$26,000. 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.

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 Partner's 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 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: Labette County Tourism
 Jim Zaleski
 112 South 17th Street
 Parsons, KS 67357

 Parsons Disc Golf Club
 Rick Holsinger
 709 S 34th St
 Parsons, KS 67357

If to the Government: US Army Corps of Engineers
 Michael Lapina, Lake Manager
 19065 Cherryvale Parkway
 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 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 *Project Manager, Tulsa District*.

The Department of the Army

BY: 
Earl Groves
Chief, Operations Division
US Army Corps of Engineers

DATE: _____

Labette County Tourism

BY: 
Jim Zaleski

DATE: 1-29-15

Parsons Disc Golf Club

BY: 
Rick Holsinger

DATE: 2/4/15

Challenge Partnership Financial Work Sheet

Corps Project Name: Big Hill Lake

Work Project Title: Disc Golf Course

POC Name: Michael Lapina, Lake Manager

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

Telephone: 620 - 336 - 2741

Location on Project: Overlook, Cherryvale, and Downstream Point Recreation Areas

Partner Organization 1: Labette County Tourism

POC Name: Jim Zaleski

Address: 112 S 17th Street City: Parsons State: KS Zip Code: 67357

Telephone: 620 - 421 - 6500

Partner Organization 2: Parsons Disc Golf

POC Name: Rick Holsinger

Address: 709 S. 34th Street City: Parsons State: KS Zip Code: 67357

Telephone: 620 - 423 - 2828

Partner Organization 3: Ron and Jeannie Smith. Community Volunteers

POC Name: Ron Smith

Address: PO Box 20 City: Entiat State: WA Zip Code: 98822

Telephone: 509 - 429 - 4059

Partner Organization 4: Boy Scout Troop 4

POC Name: John Garris

Address: 2174 Woodland View Dr City: Independence State: KS Zip Code: 67301

Telephone: 832 - 216 - 7151

Partner Organization 5: Boy Scout Troop 3

POC Name: Roy Shafer

Address: 1262 CR 1700 City: Caney State: KS Zip Code: 66748

Telephone: 620 - 688 - 1727

Partner Organization 6: Boy Scouts Troop 55 Iola

POC Name: Stacey Sigler

Address: 305 N 8th Street City: Humboldt State: KS Zip Code: 66748

Telephone: 620 - 212 - 3695

Partner Organization 7: Bryan and Hunter Tiecke, Disc Golfers

POC Name: Bryan Tiecke

Address: 16087 Grove Rd

City: Mound Valley

State: KS Zip Code: 67354

Telephone: 620 - 313 - 0292

Partner Organization 8: Altamont Disc Golf Club

POC Name: Aaron Spencer

Address: 11083 Kiowa Rd

City: Altamont

State: KS Zip Code: 67330

Telephone: 620 - 423 - 5959

Partner Organization 9: Independence Disc Golf Club

POC Name: Paul Reeves

Address: 704 N. 10th St

City: Independence

State: KS Zip Code: 67301

Telephone: 620 - 870 - 1776

Partner Organization 10: Independence High School Wood Shop

POC Name: Alan Speicher

Address: 1301 North Tenth Street

City: Independence

State: KS Zip Code: 67301

Telephone: 620 - 332 - 1815

Partner Organization 11:

POC Name:

Address:

City:

State:

Zip Code:

Telephone: - - x

Partner Organization 12:

POC Name:

Address:

City:

State:

Zip Code:

Telephone: - - x

Proposed start date of work:

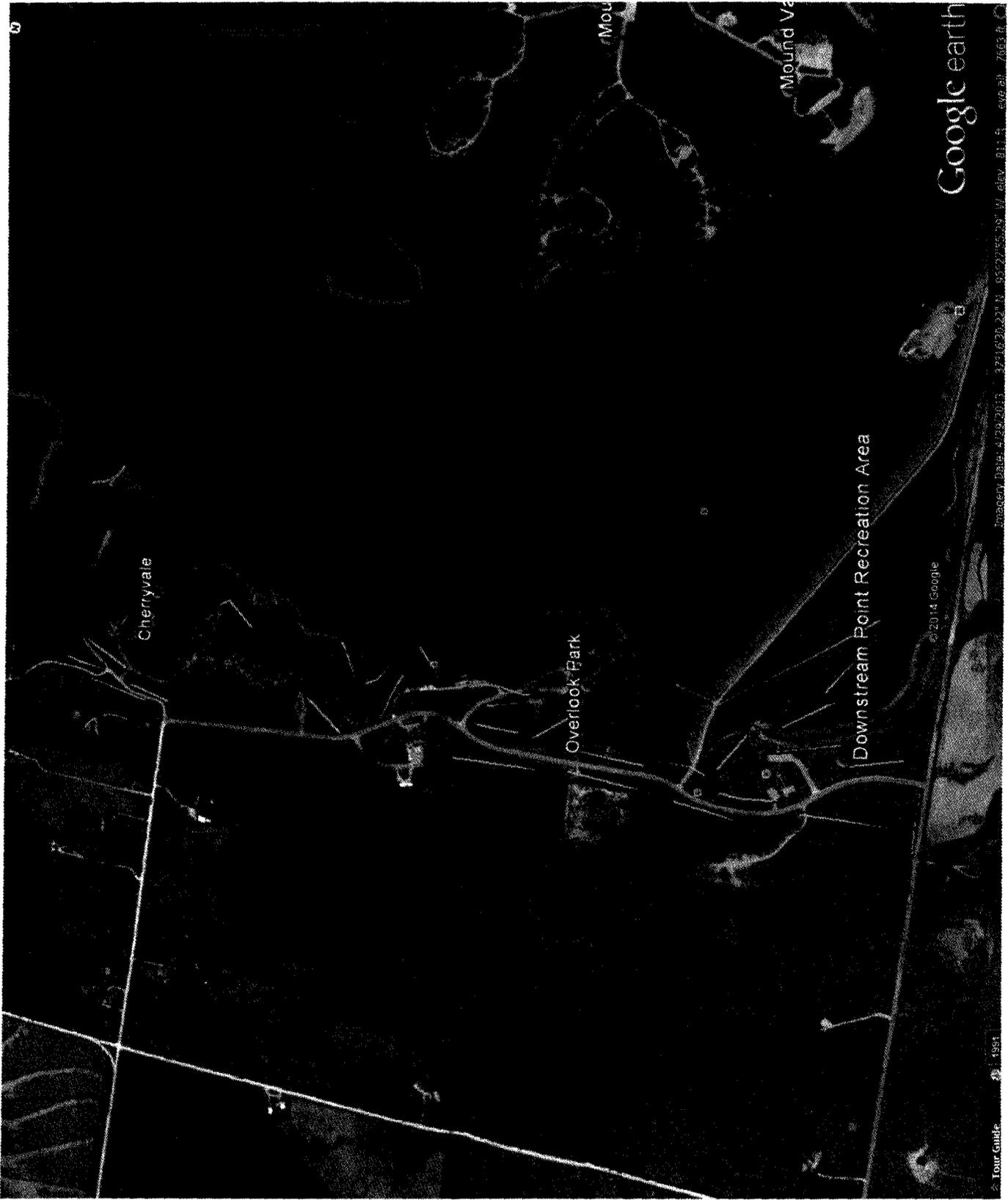
Simple description of work to be accomplished through the partnership: Install Professional Disc Golf Course
Double click on spreadsheet to access data entry fields:

	Local Corps Office	Handshake Funds	Partner 1	Partner 2	Partner 3	Partner 4
Salaries	\$5,000	\$0	\$500	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Materials and Supplies	\$0	\$0	\$27,000	\$600	\$0	\$0
Equipment Use	\$2,000	\$0	\$0	\$100	\$0	\$0
Funds Contributed	\$0	\$0	\$0	\$0	\$0	\$0
Personal Property	\$0	\$0	\$0	\$0	\$0	\$0
Volunteer	\$0	\$0	\$0	\$1,500	\$300	\$1,000
In-Kind Services	\$0	\$0	\$0	\$0	\$0	\$0
Other (explain below)	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$7,000	\$0	\$27,500	\$2,200	\$300	\$1,000
Share of Total Cost	15.8%	0.0%	62.1%	5.0%	0.7%	2.3%

	Partner 5	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	\$0	\$0	\$0	\$0	\$0	\$300
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	\$1,000	\$1,000	\$1,000	\$500	\$500	\$2,000
In-Kind Services	\$0	\$0	\$0	\$0	\$0	\$0
Other (explain below)	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$1,000	\$1,000	\$1,000	\$500	\$500	\$2,300
Share of Total Cost	2.3%	2.3%	2.3%	1.1%	1.1%	5.2%

	Total
Salaries	\$5,500
Travel	\$0
Materials and Supplies	\$27,900
Equipment Use	\$2,100
Funds Contributed	\$0
Personal Property	\$0
Volunteer	\$8,800
In-Kind Services	\$0
Other (explain below)	\$0
Total	\$44,300
Share of Total Cost	100.0%

Explanations:



Cherryvale

Overlook Park

Downstream Point Recreation Area

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Google earth

Imagery Date: 4/29/2013 3:21:03.22 N 95:27:55.98 W elev: 811 ft. eye alt: 7663 ft

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Tour Guide