

CHALLENGE PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
Pioneer Farm and Ranch Inc.
AND
School Creek ORV Association
AND
Forward Motion Hare Scrambles Championships

THIS AGREEMENT, entered into this day of May 9, 2016, by and between the Department of the Army (hereinafter the "Government"), represented by the Chief, Operations Division, Kansas City District, U.S. Army Engineer, and Pioneer Farm and Ranch Inc. (hereinafter PFR), represented by the Manager, and School Creek ORV Association (hereinafter SCORVA), represented by the Project Manager, and Forward Motion Hare Scrambles Championships (hereinafter FMHSC), represented by the President (hereinafter collectively the "Partners").

WITNESSETH, THAT:

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

WHEREAS, the installation of a picnic shelter, new loading ramp and improvements to the "kids riding area" and surrounding fence at the School Creek ORV area at Milford Lake will increase the recreational opportunities for the public, and

WHEREAS the Partners are interested in promoting and assisting the Government in providing improvements to existing infrastructure, and a new ramp and shelter with tables, and

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

WHEREAS, the Partner, in order to assist the Government in this project have 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 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 a 18' x 26' x 4" concrete pad with a 16' x 24' steel shelter erected over it, three concrete picnic tables, a 12' x 12' concrete loading ramp, approximately .5 mile of fence replaced, and all associated dirt work to do construction and improve access to the area. 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 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 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 goals, objectives, materials, labor and technical oversight of the project, shown in Appendix A-1.

c. The Partners shall provide funds, labor, equipment and materials for brush clearing and construction of the fence, shown in appendix A-2.

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 Partner's 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 \$31,667, and the Partners' contribution required under Article II.b. of this Agreement is projected to be \$5,420. 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 30 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, Kansas City District". 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 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 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 elect 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 elect 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: Pioneer Farm and Ranch Inc.
427 NE 14th St.
Abilene, KS 67410

School Creek ORV Association
3143 Union Rd
Junction City, KS 66441

Forward Motion Hare Scramble Championships
1028 South 1116 Rd
Lawrence, KS 66047

If to the Government: U.S. Army Corps of Engineers
Milford Lake Project
5203 N. Hwy. K57
Junction City, KS 66441

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: _____

Stuart R. Cook

TITLE: Stuart R. Cook, Operations Division
Kansas City District Corps of Engineers

DATE: _____

5/9/16

Pioneer Farm and Ranch Inc.

BY: Nick Rohleder

TITLE: Nick Rohleder
Manager

DATE: 5/11/16

School Creek ORV Association

BY: Kim Jackson

TITLE: Kim Jackson
Project Manager

DATE: 5/13/16

Forward Motion Hare Scrambles Championship

BY: Dan Johnson

TITLE: Dan Johnson
President

DATE: 5/13/16

Appendix A-1

Government Furnished Labor, Materials and Equipment

1. The government will provide technical oversight and coordination of the improvements including; the pouring of a concrete ramp and pad, shelter construction, fence improvements and all associated dirt work, accounting for 23.7% of the total project cost.
2. The Government will coordinate acquisition of construction services and materials funded by the Corps of Engineers Handshake Partnership Program funding, comprising 58.3 % of the total project cost.

Appendix A-2

Partner Contribution

1. PFR shall provide fencing supplies at their cost representing 1.1% of the total costs associated with the project.
2. SCORVA shall provide volunteer labor and equipment to perform brush removal and fence construction representing 11.6% of the total costs associated with the project.
3. FMHSC shall provide volunteer labor, equipment and supplies to perform brush removal and fence construction representing 5.3% of the total costs associated with the project

Challenge Partnership Financial Work Sheet

Corps Project Name: Milford Lake Project

Work Project Title: School Creek ORV Improvements

POC Name: Caleb Snider

Address: 5203 N. Hwy. K 57

City: Junction City

State: KS Zip Code: 66441

Telephone: 785 - 238 - 5714 x3796

Location on Project: School Creek ORV Area

Partner Organization 1: Pioneer Farm & Ranch

POC Name: Nick Rohleder

Address: 427 NE 14th St.

City: Abilene

State: KS Zip Code: 67410

Telephone: 785 - 263 - 7163 x

Partner Organization 2: School Creek Off Road Vehicle Association (SCORVA)

POC Name: Kim Jackson

Address: 3143 Union Rd

City: Junction City

State: KS Zip Code: 66441

Telephone: 785 - 564 - 7201 x

Partner Organization 3: Forward Motion Hare Scrambles Championships

POC Name: Dan Johnson

Address: 1028 S 1116 RD

City: Lawrence

State: KS Zip Code: 66047

Telephone: 785 - 766 - 5629 x

Proposed start date of work:

Simple description of work to be accomplished through the partnership: All work associated with the installation of the new fence including; brush removal, old fence removal and installation of the new fence.

Double click on spreadsheet to access data entry fields:

	Local Corps Office	Handshake Funds	Partner 1	Partner 2	Partner 3	Total
Salaries	\$3,000	N/A	\$0	\$0	\$0	\$3,000
Travel	\$0	N/A	\$0	\$0	\$0	\$0
Materials and Supplies	\$3,600	\$19,400	\$357	\$0	\$300	\$23,657
Equipment Use	\$1,300	\$0	\$0	\$1,500	\$900	\$3,700
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	\$2,050	\$560	\$2,610
In-Kind Services	N/A	N/A	\$0	\$300	\$0	\$300
Other (explain below)	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$7,900	\$19,400	\$357	\$3,850	\$1,760	\$33,267
Share of Total Cost	23.7%	58.3%	1.1%	11.6%	5.3%	100%