

**CHALLENGE PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
KANSAS DEPARTMENT OF WILDLIFE, PARK, AND TOURISM
AND
HAMM'S QUARRY
AND
WESTAR GREEN TEAM
AND
CABELAS
AND
KING'S CONSTRUCTION
AND
SAFE KIDS, KANSAS
AND
DELAWARE WRAPS
AND
KANSAS TRAILS COUNCIL
AND
JEFFERSON COUNTY CONSERVATION DISTRICT
AND
FLINT HILLS BASS ASSOCIATION
AND
FISHINGS FUTURE
AND
BOY SCOUT OF AMERICA**

THIS AGREEMENT, entered into this 6th day of July, 2016 , by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander, U.S. Army Engineer, Kansas City District, and Kansas Department of Wildlife, Parks and Tourism, represented by the area Fisheries Biologist, Hamm's Quarry, represented by the General Manager, Westar Green Team, represented by Biology, Conservation and Sustainability Manager, Cabelas, represented by the Marketing Manager, King's Construction, represented by Owner, Safe Kids of Kansas, represented by State Director, Delaware WRAPS, represented by Area Coordinator, Kansas Trails Council, represented by Secretary, Jefferson County Conservation District, represented by Secretary, Flint Hill Bass Association, represented by Chapter President, Fishings Future, represented by Chapter President, Boy Scout of America, represented by Troop Leader (hereinafter the "Partners").

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 Scenic Recreation Area on Beautiful Lake will increase the recreational opportunities for the public, and

WHEREAS the Partners are interested in promoting and assisting the Government in providing this accessible fishing platform, and

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

WHEREAS, the Partners, in order to assist the Government in this project has 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 the design and reconstruction of an existing 1.5 acre pond, with trails, fish structure, dock, interpretive signs and parking 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 Partner directly related to the design and 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, and using contributions 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 land, as well as labor, supplies and materials, and equipment as shown in Appendix A: Financial Worksheet. Upon Project completion, the Government shall be responsible for all Kid's Fishing Pond maintenance.

c. The Partners shall provide labor, supplies and materials, and in-kind services for the design and construction of the Project as shown in Appendix A: 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 each Partner 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 required in accordance with Article II.c. of this Agreement. On the effective date of this Agreement, total project costs are estimated to be \$66,090.00 and the Partners' contributions required under Article II.c. of the Agreement are projected to be \$47,090.00. 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. 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 cleanup of the project will be completed no later than September 30, 2017.

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 with a qualified third party acceptable to all parties. The parties shall each pay an equal share 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, Public Law 88-352, and the Department of Defense Directive 5500.11 issued pursuant thereto and published in Part 195 of Title 32, Code of Federal Regulations, as well as Army Regulation 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, no party shall provide, without the consent of the other parties, any contractor or third party with a release that waives or purports to waive any rights such other parties may have to seek relief or redress against such contractor or third party pursuant to any cause of action that such other parties 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 Partners, and 60 calendar days thereafter any party may elect without penalty to terminate this Agreement or to suspend future performance under this Agreement. In the event that any 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 any party elects to terminate this Agreement pursuant to this Article, the parties shall conclude their activities relating to the Project and proceed to a final accounting in accordance with Article III 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.

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: Kansas Department of Wildlife, Parks, and Tourism
 5441 West Lake Rd
 Ozawkie, KS 66070

 Hamm's Quarry
 609 Perry Place PO BOX 17
 Perry, KS 66073

 Westar Green Team
 777 NW Central Ave
 Topeka, KS 66608

Cabelas
10300 Cabela Dr
Kansas City, KS 66111

King's Construction
205 Walnut St
Oskaloosa, KS 66066

Safe Kids, Kansas
1000 SW Jackson, Suite 230
Topeka, KS 66612

Delaware WRAPS
318 Broadway
Valley Falls, KS 66088

Kansas Trails Council
PO BOX 217
Basehor, KS 66007

Jefferson County Conservation District
700 Jefferson St
Oskaloosa, KS 66066

Flint Hills BASS Association
3430 SE Buckeye
Topeka, KS 66605

Fishings Future
631 SW Commerce Place
Topeka, KS 66615

Boy Scouts of America, Jayhawk Area Council
1020 E Monroe St
Topeka, KS 66612

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

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

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

Kansas Department of Wildlife, Park, & Tourism

BY: Charles Bever, ADWPT

Chuck Bever
Regional Fisheries Supervisor

Westar Green Team

BY: Ben Postlewait

Ben Postlewait
Biology, Conservation and Sustainability
Manager

Hamm's Quarry

BY: Brendan Devereaux

Brendan Devereaux
General Manager

Cabelas

BY: Larry Boswell, Marketing Manager

Larry Boswell
Marketing Manager

King's Construction

BY: Kent King

Kent King
Owner

Safe Kids, Kansas

BY: _____

Cheri Sage,
State Director

Jefferson County Conservation District

BY: _____

Cheli Lopez
District Supervisor

Kansas Trails Council

BY: _____

Kevin Otterman
Secretary

Fishing's Future

BY: _____

Rue Armstrong
President

Flint Hills BASS Association

BY: _____

Wayne Wenger
President

Boy Scouts of America

BY: _____

Dan Chase
Troop 80 Leader

Delaware WRAPS

BY: _____

Gary Satter
Project Sponsor

Appendix A
CHALLENGE PARTNERSHIP AGREEMENT
FINANCIAL WORK SHEET

Corps Project Name: Perry Lake Project
Work Project Title: Outlet Kids Fishing Pond
POC Name: Kyle Ruona, Natural Resource Specialist
Address: 10419 Perry Park Dr City: Perry State: KS Zip Code: 66073
Telephone: 816 - 389 - 3839 x
Location of Project: Outlet Park, Perry Lake

Partner Organization 1: Kansas Department of Wildlife, Parks, and Tourism
POC Name: Chuck Bever
Address: 300 SW Wanamaker Rd City: Topeka State: KS Zip Code: 66606
Telephone: 785 - 271 - 7338 x 26

Partner Organization 2: King's Construction
POC Name: Kent King
Address: 205 Walnut St City: Oskaloosa State: KS Zip Code: 66066
Telephone: 785 - 863 - 2534 x

Partner Organization 3: Safe Kids, Kansas
POC Name: Cherie Sage
Address: 1000 SW Jackson, Suite 230 City: Topeka State: KS Zip Code: 66612
Telephone: 785 - 296 - 1223 x

Partner Organization 4: Delaware WRAPS
POC Name: Gary Satter
Address: 334 2nd St City: Wetmore State: KS Zip Code: 66550
Telephone: 785-608-8801 x

Partner Organization 5: Kansas Trails Council
POC Name: Kevin Otterman
Address: PO BOX 217 City: Basehor State: KS Zip Code: 66007
Telephone: 913 - 240 - 0438 x

Partner Organization 6: Hamm's Quarry
POC Name: Brendan Devereaux
Address: 609 Perry Place, PO BOX 17 City: Perry State: KS Zip Code: 66073
Telephone: 785 - 597 - 5111 x

Partner Organization 7: Westar Green Team
POC Name: Ben Postlewait
Address: City: State: KS Zip Code:
Telephone: 785 - 221 - 5297 x

Partner Organization 8: Jefferson County Conservation District

POC Name: Cheli Lopez

Address: 700 Jefferson St

City: Oskaloosa

State: KS Zip Code: 66066

Telephone: 785 - 863 - 2221 x

Partner Organization 9: Flint Hills Bass Association

POC Name: Don Leatherman

Address: 3430 SE Buckeye

City: Topeka

State: KS Zip Code: 66605

Telephone: 785 - 249 - 3900 x

Partner Organization 10: Cabelas

POC Name: Larry Boswell

Address: 10300 Cabela Dr

City: Kansas City

State: KS Zip Code: 66111

Telephone: 913 - 328 - 3108 x

Partner Organization 11: Boy Scouts of America Troop 80

POC Name: Dan Chase

Address:

City: Meriden

State: KS Zip Code: 66512

Telephone: 785 - 220 - 5241 x

Partner Organization 12: Fishings Future

POC Name: Rue Armstrong

Address: 631 SW Commerce Place

City: Topeka

State: KS Zip Code: 66615

Telephone: - - x

Start Date of Work: Construction will begin upon execution of this Agreement.

Summary Statement of Handshake Project:

The Outlet Park Kids Fishing Pond is a project to reconstruct an existing pond located below Perry Lake to create a 1.5 acre kids fishing/interpretive area. Work to reconstruct the pond will consist of removing overgrown trees and brush, removing and replacing the outlet water control structure, and removing sediment from the pond. Additional work on the pond will include walking trail construction, fish habitat construction, tree planting, ADA accessible dock construction, lifejacket loaner board, and interpretive trail signs.

Summary of Partner Contributions:

- The Kansas Department of Wildlife, Parks and Tourism local fisheries biologist will initially stock the pond for fish and periodically as needed.
- King's Construction will do the survey and engineer work required to determine the scope of work necessary to reconstruct the pond.
- Safe Kids of Topeka, KS will be funding a life jacket loaner board with water safety information.
- Delaware Watershed Restoration and Protection Strategy (WRAPS) will be funding interpretive signs for the walking trail.
- Kansas Trails Council will be surveying and volunteering in trail construction.
- Hamm's Quarry will be contributing aggregate for fish habitat as well as rock for parking areas, trail, and other areas as needed.
- Westar Energy Green Team will be contributing all supplies and materials for a dock, volunteering time to construct the dock, and equipment use for removal of woody brush and trees from around the pond.
- Agri Drain will be contributing the water control structure and drain pipe necessary for the pond dam.
- Flint Hills Bass Association (FHBA) will be contributing fish habitat structures as well as the volunteer work required for installation.
- Cabelas will be contributing fishing giveaways for the grand opening fishing derby as well as advertising for the Outlet Park Kid's Fishing Pond and event.
- Fishing's Future will be volunteering time to organize and run the grand opening fishing derby.
- Flint Hills BASS Association will be donating Mossy Back fish habitat structures to be set in the pond.
- Jefferson County Conservation District will be donating and planting trees.
- Boy Scouts of America will be constructing and installing Wood Duck and Tree Swallow boxes and assisting with trail work.

Appendix A
CHALLENGE PARTNERSHIP AGREEMENT
FINANCIAL WORK SHEET

	Local Corps Office	Handshake Funds	KDWP&T	King's	Safe Kids	Delaware WRAPS
Salaries	\$1,632	N/A	\$0	\$0	\$0	\$0
Travel	\$0	N/A	\$0	\$0	\$0	\$0
Materials and Supplies	\$1,200	\$7,000	\$5,000	\$0	\$2,000	\$500
Equipment Use	\$0	\$12,000	\$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	\$0
In-Kind Services	N/A	N/A	\$0	\$2,000	\$0	\$0
Other (explain below)	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$2,832	\$19,000	\$5,000	\$2,000	\$2,000	\$500
Share of Total Cost	4.3%	28.7%	7.6%	3.0%	3.0%	0.8%

	KS Trails	Hamm's	Westar	JCCD	Agri Drain	FHBA
Salaries	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Materials and Supplies	\$0	\$8,000	\$10,000	\$0	\$1,000	\$1,575
Equipment Use	\$0	\$0	\$5,000	\$0	\$0	\$0
Funds Contributed	\$0	\$0	\$0	\$0	\$0	\$0
Personal Property	\$0	\$0	\$0	\$0	\$0	\$0
Volunteer	\$369	\$0	\$3,000	\$1,107	\$0	\$369
In-Kind Services	\$369	\$0	\$0	\$0	\$0	\$0
Other (explain below)	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$738	\$8,000	\$18,000	\$1,107	\$1,000	\$1,944
Share of Total Cost	1.1%	12.1%	27.2%	1.7%	1.5%	0.029416197

	Cabelas	BSA	Fishings Futures	Partner 14	Partner 15	Total
Salaries	\$0	\$0	\$0	\$0	\$0	\$1,632
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Materials and Supplies	\$0	\$0	\$0	\$0	\$0	\$36,275
Equipment Use	\$0	\$0	\$0	\$0	\$0	\$17,000
Funds Contributed	\$0	\$0	\$0	\$0	\$0	\$0
Personal Property	\$0	\$0	\$0	\$0	\$0	\$0
Volunteer	\$0	\$2,215	\$554	\$0	\$0	\$7,614
In-Kind Services	\$1,200	\$0	\$0	\$0	\$0	\$3,569
Other (explain below)	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$1,200	\$2,215	\$554	\$0	\$0	\$66,090
Share of Total Cost	1.8%	3.4%	0.8%	0.0%	0.0%	100%

Volunteer hours = # of hours x \$22.14 per hour worked.