

CHALLENGE PARTNERSHIP AGREEMENT
BETWEEN

THE DEPARTMENT OF THE ARMY

And

Stockton SERTOMA

And

Stockton Community Foundation

And

Stockton Park Board

And

Stockton Lions Club

And

Stockton Summer Youth Foundation

And

Sac Osage Electric Cooperative

And

Ewing Concrete

And

Stockton American Legion Post #230

And

Stockton Booster Club

And

Friends of RB (FORB)

And

Stockton R-1 Schools

And

Stockton Trails Initiative Coalition

And

Gene Brown

THIS AGREEMENT, is entered into this ___ day of _____ 2016, 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 the Stockton SERTOMA, represented by the President, and the Stockton Community Foundation, represented by the President, and the Stockton Park Board, represented by the President, and the Stockton Lions Club, represented by the President, and the Stockton Summer Youth Foundation, represented by the President, and Sac Osage Electric Cooperative, represented by the Chief Executive Officer, and Ewing Concrete, represented by the Principle Owner, and the Stockton American Legion Post #230, represented by the Commander, and the Stockton Booster Club, represented by the President, and the Friends of RB (FORB), represented by the President, and Stockton R-1 Schools, represented by the Superintendent, and the Stockton Trails Initiative Coalition, represented by the President, and Gene Brown (hereinafter collectively the "Partners").

WITNESSETH, THAT:

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

WHEREAS, the continued development of the educational area/ ball fields/ parking areas at Stockton Lake will increase outdoor recreational opportunities of the public, and

WHEREAS, the Partners are interested in promoting and assisting the Government in providing an outdoor educational area, ball fields, and parking areas, and

WHEREAS, it is mutually beneficial to the Government and the Partners to work cooperatively to make the multi-use area available to the public, and

WHEREAS, the Partners, in order to assist the Government in the project, have voluntarily agreed to make contributions toward the construction of the Project, and

WHEREAS, Section 225 of the Water Resources Development Act of 1992, Public Law 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 intended 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 the purpose of this agreement:

- a. The term "Project" shall mean ball field development, parking lot construction, shelter construction, and maintenance of the Stockton Lake Old Mill Outdoor Educational and Multi Use 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 the design and construction of the Project.
- c. The 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 and in-kind contributions provided by the Partners, shall expeditiously coordinate the construction of 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 construction oversight as shown in Appendix A. Upon Project completion, the Government shall be responsible for all maintenance activities.
- c. The Partners shall provide labor, materials, and supplies for the design and construction 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 paragraph b and c of this Article.
- e. No federal funds may be used to meet the Partner’s share of the 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 \$106,325.00 and the Partners’ contributions required under Article II.c. of the Agreement are projected to be \$71,325.00. Such amounts are estimates subject to the 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 the execution of this Agreement. The Partners shall ensure construction on the Project is initiated no later than April 1, 2016. Construction of the Project shall be completed no later than September 30, 2018.
- 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 part'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 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

Each 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 any 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 interest 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 mailed either by first-class, registered, or certified mail, as follows:

If to the Partner: Stockton SERTOMA
P.O. Box 48
Stockton, MO 65785

Stockton Community Foundation
P.O. Box 410
Stockton, MO 65785

Stockton Park Board
10515 S 2175 Rd
Stockton, MO 65785

Stockton Lions Club
P.O. Box 115
Stockton, MO 65785

Stockton Summer Youth Foundation
P.O. Box 247
Stockton, MO 65785

Sac Osage Electric Cooperative
E. 4815 US-54
El Dorado Springs, MO 64744

Ewing Concrete
18850 MO-32
Stockton, MO 65785

Stockton American Legion Post #230
13170 S 1775 Rd
Stockton, MO 65785

Stockton Booster Club
P.O. Box 190
Stockton, MO 65785

Friends of RB
P.O. Box 247
Stockton, MO 65785

Stockton R-1 Schools
906 South St

Stockton, MO 65785

Stockton Trails Initiative Coalition
128 S Hwy 215
Stockton, MO 65785

Gene Brown
19655 S. 1325 Rd
Stockton, MO 65785

If to the Government:

U.S. Army Corps of Engineers
Stockton Lake Project Office
16435 E. Stockton Lake Drive
Stockton, MO 65785

Project Sponsor: Stanton Rains

- 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 R. Cook, Operations Division
Kansas City District Corps of Engineers

Stockton SERTOMA

BY: John Baxter
John Baxter

Stockton Community Foundation

BY: Marilyn Ellis
Marilyn Ellis

Stockton Park Board

BY: Chelsi Haun
Chelsi Haun

**Stockton Lions Club
Foundation**

BY: Mike Terhune
Mike Terhune

Stockton Summer Youth

BY: Deb Fisher
Deb Fisher

Sac Osage Electric Cooperative

BY: Jim Davis
Jim Davis

Ewing Concrete

BY: Brian Ewing
Brian Ewing

Stockton American Legion Post #230

Stockton Booster Club

BY: Charles W S Schroder BY: Larry Wheeler
Chuck Schroder Larry Wheeler

Friends of RB (FORB) **Stockton R-1 Schools**
BY: Robin Fisher BY: Shannon Snow
Robin Fisher Shannon Snow

Stockton Trails Initiative Coalition **Gene Brown**
BY: Kathie Rieder BY: Gene Brown
Kathie Rieder Gene Brown

APPENDIX A
CHALLENGE PARTNERSHIP AGREEMENT
FINANCIAL WORK SHEET

Corps Project Name: Stockton Lake Project

Work Project Title: Old Mill Multi-Use Area Project

POC Name: Stanton Rains

Address: 16435 East Stockton Lake Drive City: Stockton State: MO Zip Code: 65785

Telephone: 417-276-3113

Location on Project: T34N RNG 26W SEC 14 & 23 – Compartment 3 – Stockton Dam

Partner Organization 1: Stockton SERTOMA

POC Name: John Baxter

Address: P.O. Box 48 City: Stockton State: MO Zip Code: 65785

Telephone: 417-655-2420

Partner Organization 2: Stockton Community Foundation

POC Name: Marilyn Ellis

Address: P.O. Box 410 City: Stockton State: MO Zip Code: 65785

Telephone: 417-276-4211

Partner Organization 3: Stockton Park Board

POC Name: Chelsi Haun

Address: 10515 S. 2175 Rd City: Stockton State: MO Zip Code: 65613

Telephone: 417-276-1843

Partner Organization 4: Stockton Lions Club

POC Name: Mike Terhune

Address: P.O. Box 115 City: Stockton State: MO Zip Code: 65785

Telephone: 417-276-3750

Partner Organization 5: Stockton Summer Youth Foundation

POC Name: Deb Fisher

Address: P.O. Box 247 City: Stockton State: MO Zip Code: 65785
Telephone: 417-276-4590

Partner Organization 6: Sac Osage Electric Cooperative

POC Name: Jim Davis
Address: E. 4815 US-54 City: El Dorado Springs State: MO Zip Code: 64744
Telephone: 417-876-2721

Partner Organization 7: Ewing Concrete

POC Name: Brian Ewing
Address: 18550 MO-32 City: Stockton State: MO Zip Code: 65785
Telephone: 417-276-3324

Partner Organization 8: Stockton American Legion Post #230

POC Name: Chuck Schroder
Address: 13170 S. 1775 Rd City: Stockton State: MO Zip Code: 65785
Telephone: 417-276-2036

Partner Organization 9: Stockton Booster Club

POC Name: Larry Wheeler
Address: P.O. Box 190 City: Stockton State: MO Zip Code: 65785
Telephone: 417-276-4593

Partner Organization 10: Friends of RB (FORB)

POC Name: Robin Fisher
Address: P.O. Box 247 City: Stockton State: MO Zip Code: 65785
Telephone: 417-276-4214

Partner Organization 11: Stockton R-1 Schools

POC Name: Shannon Snow
Address: 906 South Street City: Stockton State: MO Zip Code: 65785
Telephone: 417-276-5143

Partner Organization 12: Stockton Trails Initiative Coalition

POC Name: Kathy Rieder
Address: 128 S HWY 215 City: Stockton State: MO Zip Code: 65785
Telephone: 417-276-6219

Partner Organization 13: Gene Brown

POC Name: Gene Brown

Address: 19655 S. 1325 Rd City: Stockton State: MO Zip Code: 65785

Telephone: 417-276-3243

Proposed start date of work: Begin pre construction/construction April 2016.

Simple description of work to be accomplished through the partnership:

This partnership will expand upon the Stockton Lake Old Mill Multi-Use Area, a 1.0 Mile Multi-Use Educational Trail and 4.5 acre kids' fishing/interpretive area. Further development will include a shelter house for instructors/teachers to teach youth about the outdoors through interpretive programs and special events. In addition, the shelter house will be used by naturalists from the Missouri Department of Conservation to host programs teaching the basics of fishing to under privileged youth during our annual Catch A Special Thrill (CAST) event. To go along with the shelter house, a larger parking lot for the increased use we have been receiving at the area would be constructed, electricity will be brought to the area, and an existing vault toilet for the users will also be installed. This area also holds a baseball field that allows local teams, families and church groups to play baseball or softball. It will also support several initiatives including, National Get Outdoors Day, The America's Great Outdoors Initiative, Every Kid in a Park Initiative, and the National Recreation Strategic Plan. In addition, this Project will provide visitors with recreational opportunities, interpretive and educational information, innovative fitness opportunities and improved access for all ages, regardless of ability.

Challenge
Partnership
Agreement
Financial
Work
Sheet

Partner	Salaries	Materials/Supply	Equip. Use	Funds	Volunteer	In-Kind	Total	% of share
Local Corps	\$5,000.00	\$0	\$0	N/A	N/A	N/A	\$5,000.00	4.70%
Handshake Funds	N/A	\$30,000.00	\$0	N/A	N/A	N/A	\$30,000.00	28.20%
ST SERTOMA	\$0	\$0	\$0	\$1,000	\$2,307	\$0	\$3,307.00	3.10%
ST Community Foundation	\$0	\$2,000.00	\$0	\$2,000.00	\$1,107.00	\$0	\$5,107.00	4.80%
ST Park Board	\$0	\$500.00	\$0	\$0	\$0	\$0	\$500.00	0.50%
ST Lions Club	\$0	\$0	\$0	\$0	\$1,000	\$0	\$1,000.00	0.90%
ST Summer Youth Found.	\$0	\$1,000	\$0	\$0	\$2,350.00	\$0	\$3,350.00	3.20%
Sac Osage Elct. Coop.	\$0	\$0	\$0	\$0	\$0	\$5,000.00	\$5,000.00	4.70%
Ewing Concrete	\$0	\$21,500.00	\$6,000.00	\$0	\$3,461.00	\$0	\$30,961.00	29.10%
ST American Legion #230	\$0	\$0	\$0	\$0	\$2,350.00	\$0	\$2,350.00	2.20%
ST Booster Club	\$0	\$1,000.00	\$0	\$0	\$0	\$1,000.00	\$2,000.00	1.90%
Friends of RB (FORB)	\$0	\$0	\$0	\$0	\$2,500.00	\$0	\$2,500.00	2.40%
Stockton R-1	\$0	\$0	\$0	\$0	\$2,750.00	\$0	\$2,750.00	2.60%
STIC	\$0	\$0	\$0	\$0	\$0	\$2,500.00	\$2,500.00	2.40%
Gene Brown	\$0	\$10,000.00	\$0	\$0	\$0	\$0	\$10,000.00	9.40%
Totals	\$5,000.00	\$66,000.00	\$6,000.00	\$3,000.00	\$17,825.00	\$8,500.00	\$106,325.00	100%

Explanations:

1. Local Corps Office will provide labor to assist with the removal of trees for the power lines.
2. Handshake funds will be used for materials and supplies such as rock, concrete, and shelter materials.
3. The Stockton SERTOMA will provide funds for contract labor and provide volunteer labor.

4. *The Stockton Community Foundation is providing materials and supplies, funds, and volunteer labor.*
 5. *The Stockton Park Board will provide materials and supplies.*
 6. *The Stockton Lions Club will be providing volunteer labor.*
 7. *The Stockton Summer Youth Foundation is providing materials and supplies and volunteer labor.*
 8. *Sac Osage Electric Cooperative is providing in-kind to install power lines to the area.*
 9. *Ewing Concrete will provide equipment for the initial dirt work, volunteer labor, lime-sand, and supplies for the ball fields.*
 10. *The Stockton American Legion Post #230 is providing volunteer labor.*
 11. *The Stockton Booster Club is providing materials and supplies for the ball fields and volunteer labor.*
 12. *The Friends Of RB are providing volunteer labor.*
 13. *Gene Brown is providing back stop fencing for the large ball field.*
- A. *Volunteer hours = # of hours X \$22.14 per hour worked*