CHALLENGE COST-SHARE AGREEMENT
between
THE DEPARTMENT OF THE ARMY
and
BRIGGS MOTOR COMPANY, INC
and
FLAT LAND JEEP CLUB

This agreement between the Department of the Army (hereinafter the "Government"), Represented by the District Engineer, U.S. Army Corps of Engineers, Kansas City District, and Briggs Motor Company, Inc and the Flat Land Jeep Club (hereinafter the "Partners").

Witnesseth, that:

Whereas, the Government manages lands and waters of Tuttle Creek Lake which includes recreational opportunities for the public, and

Whereas, the public has created a demand for off-road vehicle operation and associated facilities in the Tuttle Creek Off-Road Vehicle (ORV) Area, and

Whereas, the Government and the Partners recognize there are significant benefits to providing sanitary facilities (restroom), emergency vehicle access, and a loading and unloading ramp for ORV users, and

Whereas, it is mutually beneficial to the Government and the Partners to work cooperatively to make these necessary improvements to the Tuttle Creek ORV Area, and

Whereas, the Partners have voluntarily agreed to make contributions, either financial or work-in-kind, for construction and operation of the projects above, and

Whereas, Section 225 of the Water Resources Development Act of 1992, PL 102-580, (October 31, 1998), 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 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 Partners agree as follows:

Article I-Definitions and General Provisions

For purposes of this agreement:

a. The term "Project" shall mean purchase and erection of a pre-engineered vault toilet building, establishment of a day use picnic area, construction of an off-road vehicle loading/unloading ramp, and upgrading an existing road to all weather service to allow emergency vehicle access to the center of the ORV Area.

b. The term "total project costs" shall mean all costs incurred by the Government and the Partners directly related to the completion 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 materials 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") shall provide the labor and materials as detailed in the attached appendix titled "Financial Worksheet of Estimated Project Costs".

b. The Partners, subject to approval of a grant from the Recreational Trails Program (hereinafter the "grant") shall provide labor and materials as detailed in the attached appendix titled "Financial Worksheet of Estimated Project Costs". It is understood that only the Partners will be reimbursed from the Recreational Trails Program for all or a portion of their contributions in completion of the project and that no grant funds will be returned to the Government.

Article III-Method of Payment

The Government shall maintain current records of contributions provided by the Partners and provide each Partner a report setting forth all contributions provided by each party in completion of the project. Payment for materials to a vendor or supplier that are outlined in the attached appendix shall be the responsibility of the respective party. A copy of all receipts showing payments associated with the project shall be provided to the Government to determine total project costs. Total project costs are estimated to be $24,515.00. Such amounts are estimates subject to adjustment and are not to be construed as the total financial responsibilities of the Government and the Partners. Partners responsible for a particular phase of work will be responsible for any cost overruns.

Article IV-Dispute Resolution

As a condition precedent to any of the parties bringing any suit for breach of the Agreement, that party must first notify the other partner(s) 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. The parties shall each divide all costs paid to the third party equally for any and all costs for services provided by such third party as such costs are incurred. The existence of a dispute shall not excuse any party from performance pursuant to this agreement.

Article V-Federal and State Laws

In exercise of the 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 the following: Section 601 of Title VI of the Civil Rights Act of 1964; Public Law 88-352; Department of Defense Directive 5500.11 issued pursuant thereto and published in Part 300 of Title #2, Code of Federal Regulations; and Army Regulations 600.7, entitled "Nondiscrimination 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 exercise of their respective rights and obligations under this Agreement, the Government and the Partners act in an independent capacity, and none are to be considered the officer, agent, or employee of any 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 with a release that waives or purports to wave any rights either of the other parties may have to seek for relief or redress against such other party may have, or for violation of the law.

Article VII- Indemnification

The Partners shall hold and save the Government free from all damages, including damages to Government-supplied materials and equipment made available for the Partners use beyond normal wear and tear, arising from services the Partners perform or provide for in 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 VIII-Termination or Suspension

a. If at any time either of the Partners individually or mutually fails to fulfill their obligations under this Agreement, the Government shall terminate this Agreement or suspend future performance under this Agreement unless they determine that continuation of work on the Project is in the best 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 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(s) elect to terminate this Agreement.

c. In the event that any party elects to terminate this Agreement pursuant to this Article, or Article II of this Agreement, all parties shall conclude their activity relation to the Project.

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 an obligation previously incurred.

Article IX-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: Briggs Motor Company, Inc
Attn: Russell Briggs
2312 Stagg Hill Road
P.O. Box 612
Manhattan, Kansas 66502

If to the Partner: Flat Land Jeep Club
Attn: Jim Arp
P.O. Box 75
Ogden, Kansas 66517

If to the Government: U.S. Army Corps of Engineers
Tuttle Creek Lake Project Office
5020 Tuttle Creek Blvd.
Manhattan, Kansas 66502

b. A party may change the address to which such communications are to be directed by giving written notice to the other parties 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 X-Confidentiality

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exhanged 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 Tuttle Creek Lake Operations Manager.

The Department of the Army

By:_____ Date: _____
Brian A. McNulty
Operations Manager, Tuttle Creek Lake

Briggs Auto Company, Inc.

By:_____ Date: _____
Russell K. Briggs
President, Briggs Auto Company, Inc.

Flat Land Jeep Club

By:_____ Date: _____
James Arp
President, Flat Land Jeep Club

APPENDIX I – Financial Worksheet of Estimated Project Costs

Tuttle Creek Off-Road-Vehicle Area
Challenge Cost Share Project

I.	Vault Toilet			
	1. Russ Briggs purchases vault toilet, includes shipping & installation		$13,000	80%
	2. Corps of Engineers provides:			
	Signs	300		
	Picnic Table	225		
	Grill	100		
	Parking Blocks	100		
	10 Hours Dozer Work	725		
	TOTAL		$1,450	9%
	3. Flatlander Jeep Club provides cleaning of Facility for five years (2 hours/month X $10/hour X 60 months)		$1,800	11%
	TOTAL		$16,250	
II.	Loading Ramp			
	1. Russ Briggs purchases three cubic yards of cement (3 cubic yards X $75)		$225	65%
	2. Corps of Engineers provides labor to form retaining wall (4 hours X $20)		$80	23%
	3. Flatland Jeep Club removes forms (2 people X 2 hours X $10/hour)		$40	12%
	TOTAL		$345	
III.	Emergency Access Road			
	1. Russ Briggs purchases 820 cubic yards of AB3 ($7.40 X 820 cubic yards)		$6,070	77%
	2. Corps of Engineers provides 20 hours of dozer work (20 hours X $72.50/hour)		$1 ,450	18%
	3. Flatlander Jeep Club provides four hours of labor and equipment annually to pull dead trees to fill in roadside blockade for five years (5 years X $20/hour X 4 hours)		$400	5%
	TOTAL		$7,920	
GRAND TOTAL			$24,515	

CHALLENGE COST-SHARING FINANCIAL WORKSHEET

Project Address:	Tuttle Creek Lake Project Office 5020 Tuttle Creek Blvd Manhattan, Kansas 66502 785-539-8511
Contact Person:	Brian A. McNulty
Work Project Title:	Tuttle Creek ORV Area Restroom & Emergency Access Project
Proposed Date of Work:	FY-01
Description of Work:	The Project includes purchase and erection of a pre-engineered vault toilet building, establishment of a day use picnic area, construction of an off-road vehicle loading/unloading ramp, and upgrading an existing road to all weather service to allow emergency vehicle access to the center of the ORV Area.
Partners:	Briggs Motor Company, Inc 2312 Stagg Hill Road P.O. Box 612 Manhattan, Kansas 66502 Russell Briggs, President Flat Land Jeep Club P.O. Box 75 Ogden, Kansas 66517 Jim Arp, President

Distribution of Project Costs

	Work-in-Kind Portion	Supplies/Materials	Total Contribution
Corps of Engineers	$2,255.00	$725.00	$2,980.00
Flat Land Jeep Club	$2,240.00	$0	$2,240.00
Briggs Motor Co. Inc.	$0	$19,295.00	$19,295.00
Totals	$4,495.00	$20,020.00	$24,515.00