

CHALLENGE PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, ST. LOUIS DISTRICT
REND LAKE
AND
REND LAKE LUNKER BUSTERS

THIS AGREEMENT, entered into this 12 day of AUGUST, 2013, by and between the Department of the Army (hereinafter the "Government"), represented by the Rend Lake Operations Manager, U.S. Army Corps of Engineers St. Louis District, and Rend Lake Lunker Busters, (hereinafter the "Partner"), represented by Mike Hulvey.

WITNESSETH, THAT:

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

WHEREAS, the installation of Monofilament Fishing Line Recycling Containers at Boat Ramps on Rend Lake as identified in Exhibit A will increase the cleanliness, safety, and promote environmental stewardship at Rend Lake, and

WHEREAS the Partner is interested in promoting and assisting the Government in providing materials and construction of the containers, and

WHEREAS, it is mutually beneficial to the Government and the Partner to work cooperatively to make these recycling containers available to the public, and

WHEREAS, the Partner, in order to assist the Government in this project has voluntarily agreed to pay the cost of materials and construct the containers, 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 Partner and apply those contributions to the Project, and

WHEREAS, the Government and the Partner 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 Partner agree as follows:

ARTICLE I - DEFINITIONS AND GENERAL PROVISIONS

For purposes of this agreement:

a. The term "Project" shall mean the design, construction, and installation of 15 monofilament fishing line recycling containers on Rend Lake on Government Lands identified in Exhibit A, hereinafter referred to as the "Premises".

b. The term "total project costs" shall mean all costs incurred by the Government and the Partner directly related to construction of the project, estimated in the "Challenge Cost-Sharing Financial Work Sheet", identified in Appendix "A".

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 any contribution of funds, materials or services provided by the Partner, shall provide overall project management.

b. The Government shall provide design and installation assistance for the Project. Additionally, the government will provide specific locations for the containers to be placed as identified in Exhibit A

c. The Partner shall provide in-kind services and materials, to include design, construction, and installation of the appropriate monofilament fishing line recycling containers at locations on Rend Lake as identified in Exhibit 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 paragraphs b. and c. of this Article.

e. No Federal funds may be used to meet the Partner's total project costs under this Agreement.

f. Damage to equipment or property of the Partner during the performance of the Project shall remain the responsibility of the Partner, and the Government shall be held harmless.

ARTICLE III – METHOD OF PAYMENT

a. The Government shall maintain current records of contributions provided by the Partner and a current projection of total project costs. At least quarterly, the Government shall provide the Partner 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 c. of this Agreement. On the effective date of this Agreement, total project costs are projected to be \$1,547, and the Partner's contribution required under Article II c. of this Agreement is projected to be \$1,146. Such amounts are estimates subject to adjustment and are not to be construed as the total financial responsibilities of the Government and the Partner.

b. 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 there from.

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 Partner, 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 Partner 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 mailed either by first-class, registered, or certified mail, as follows:

If to the Partner: Mike Hulvey
 President
 Rend Lake Lunger Busters
 17267 N Hails
 Mt. Vernon, IL 62864

If to the Government: Kevin A. Curran
 Operations Manager
 U.S. Army Corps of Engineers Rend Lake
 11981 Rend City Road
 Benton, IL 62812

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

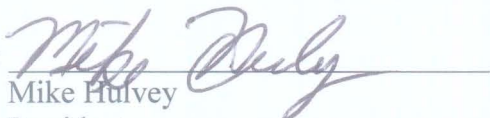
To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the Rend Lake Operations Manager, US Army Corps of Engineers, St. Louis District.

Signed and sealed this 12th day in August, 2013.

BY: Kevin A. Curran
Kevin A. Curran
Operations Manager, Rend Lake
Corps of Engineers, St. Louis District

This Agreement is executed by the Partner this 9 day in 8, 2013.

BY: 
Mike Hulvey
President
Rend Lake Lunker Busters

Appendix A

Challenge Partnership Financial Work Sheet

Corps Project Name: Fishing Line Recycling Containers

Work Project Title: Fishing Line Recycling Containers

POC Name: Molly Rawlinson

Address: 11981 Rend City Road City: Benton State: IL Zip Code: 62812

Telephone: 618 - 724 - 2493

Location on Project: Rend Lake

Partner Organization 1: Rend Lake Lunker Busters

POC Name: Mike Hulvey

Address: 17267 N. Hails City: Mt. Vernon State: IL Zip Code: 62864

Telephone: 618 - 755 - 9718

Proposed start date of work: August 2013

Simple description of work to be accomplished through the partnership: Acquire supplies to construct and install monofilament fishing line containers for recycling fishing line.

	USACE Rend Lake	Handshake Funds	Lunker Busters	Total
Salaries	\$300	N/A	\$531	\$831
Travel	\$0	N/A	\$0	\$0
Materials and Supplies	\$101	\$0	\$615	\$716
Equipment Use	\$0	\$0	\$0	\$0
Funds Contributed	N/A	N/A	\$0	\$0
Personal Property	N/A	N/A	\$0	\$0
Volunteer	N/A	N/A	\$0	\$0
In-Kind Services	N/A	N/A	\$0	\$0
Other (explain below)	\$0	\$0	\$0	\$0
Total	\$401	\$0	\$1,146	\$1,547
Share of Total Cost	25.9%	0.0%	74.1%	100%

Explanations: Lunker Busters will build the containers with PVC materials.

The Corps will assist with installation, and provide a water safety message and clamps for securing the containers.

Exhibit A

15 Fishing Line Recycling Containers at Rend Lake

Dam West Boat Ramp- 1

Jackie Branch Boat Ramp- 1

Sailboat Harbor Boat Ramp - 3

RLCD Boat Ramp - 1

Ina Boat Ramp - 1

South Marcum Boat Ramp- 1

North Marcum Boat Ramp - 1

South Sandusky Boat Ramp - 1

North Sandusky Boat Ramp - 1

Rend Lake Resort Boat Ramp - 3

Gun Creek Boat Ramp - 1

