

CHALLENGE PARTNERSHIP AGREEMENT  
BETWEEN  
THE DEPARTMENT OF THE ARMY,  
And  
Carlyle Lake Association  
And  
City of Carlyle

THIS AGREEMENT, entered into this 1<sup>th</sup> day of April, 2015, by and between the Department of the Army (hereinafter the "Government"), represented by the Carlyle Lake Project Manager, St. Louis District, and the Carlyle Lake Association, represented by the President, and the City of Carlyle, represented by the Mayor (hereinafter the "Partners").

WITNESSETH, THAT:

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

WHEREAS, the construction of an accessible boat loading platform will increase and improve the access to recreational opportunities for individuals with special needs, and

WHEREAS the Partners are interested in promoting and assisting the Government in providing this facility, and

WHEREAS, it is mutually beneficial to the Government and the Partner to work cooperatively to make this a safe and accessible environment for all visitors, and

WHEREAS, the Partners, in order to assist the Government in this project have voluntarily agreed to pay a portion of the cost and provide labor, 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 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 all efforts resulting in the planning and construction of an accessible boat loading platform at the Dam West Boat Ramp. The platform shall consist of a 6' by 7' prefabricated walls and platform, and a 6' wide by 30' long concrete walkway. A 42" high steel handrail will surround the structure to enhance safety.

b. The term "total project costs" shall mean all costs incurred by the Government and the Partners directly related to implementation and installation of the project, estimated in the "Challenge Partnership 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 funds 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 will provide oversight for the development and design of the project. The Government will provide 20 ton of 1" rock, a 42" steel handrail and labor, excavation and miscellaneous materials to complete the project.

c. The Partners will provide labor and materials to purchase the prefabricated forms, concrete sidewalk, and structure design.

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.

### 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. On the effective date of this Agreement, total project costs are projected to be \$7,100 and the Partner's contribution required under Article II.c. of this Agreement is projected to be \$3,700. 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. The Partner shall provide the contribution required under Article II.c. of this Agreement.

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 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 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, 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 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, 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 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 any Partner 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 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, all 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:       The Carlyle Lake Association  
                                  Ted Beier  
                                  5614 Rosa Avenue  
                                  St. Louis, MO 63109

                                  City of Carlyle  
                                  Mayor Mike Burton  
                                  850 Franklin Street  
                                  Carlyle, IL 62231

If to the Government: Robert S. Wilkins, Project Manager  
                                  Carlyle Lake  
                                  801 Lake Road  
                                  Carlyle, IL 62231

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 Carlyle Lake Project Manager.

The Department of the Army

BY: Robert S. Wilkins  
Robert S. Wilkins  
Carlyle Lake Project Manager

DATE: 8 APRIL 2015

Carlyle Lake Association

BY: Ted Beier  
Ted Beier  
President

DATE: 8 Apr. 2015

City of Carlyle

BY: Mike Burton  
Mike Burton  
Mayor

Date: 4-8-15

## APPENDIX A

### Challenge Partnership Financial Work Sheet

Corps Project Name: Carlyle Lake Project  
 Work Project Title: Steins Field Access  
 POC Name: Robert S. Wilkins  
 Address: 801 Lake Road City: Carlyle State: IL Zip Code: 62231  
 Telephone: 618-594-2484  
 Location on Project: Carlyle Lake

Partner Organization 1: Carlyle Lake Association  
 POC Name: Ted Beier  
 Address: 5614 Rosa Ave City: St. Louis State: MO Zip Code: 63109  
 Telephone: 314-353-3168

Partner Organization 2: City of Carlyle  
 POC Name: Mike Burton  
 Address: 850 Franklin Street City: Carlyle State: IL Zip Code: 62231  
 Telephone: 618-594-2468

Proposed start date of work: 20 March 2015

Simple description of work to be accomplished through the partnership: Work to be accomplished will include the installation of an accessible boat loading platform at the Dam West Boat Ramp. The project will include a 6' by 7' concrete platform, a 6' by 30' concrete sidewalk and a 42" handrail. The project adds recreational opportunities for visitors with special needs on the public lands managed by the U.S. Army Corps of Engineers at Carlyle Lake.

	Local Corps	Partner 1	Partner 2	Partner 3	Partner 4	Partner 5	Total
Salaries	\$1,400	\$0	\$1,000	\$0	\$0	\$0	\$2,400
Travel	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Materials and Supplies	\$1,000	\$1,700	\$0	\$0	\$0	\$0	\$2,700
Equipment Use	\$1,000	\$0	\$0	\$0	\$0	\$0	\$1,000
Funds Contributed	N/A	\$0	\$0	\$0	\$0	\$0	\$0
Personal Property	N/A	\$0	\$0	\$0	\$0	\$0	\$0
Volunteer Hrs - Value	N/A	\$1,000	\$0	\$0	\$0	\$0	\$1,000
Volunteer Services	N/A	\$0	\$0	\$0	\$0	\$0	\$0
Other (explain in text)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total</b>	<b>\$3,400</b>	<b>\$2,700</b>	<b>\$1,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$7,100</b>
<b>Share of Total Cost</b>	47.9%	38.0%	14.1%	0.0%			100%