

**CHALLENGE PARTNERSHIP AGREEMENT  
BETWEEN  
THE DEPARTMENT OF THE ARMY  
AND  
The National Wild Turkey Federation  
AND  
Kohnen Concrete  
AND  
The Carlyle Lake Waterfowlers  
AND  
The Jared Burke Foundation  
AND  
Carlyle Lake Ducks Unlimited Chapter**

THIS AGREEMENT, entered into this 20<sup>th</sup> day of OCTOBER, 2014, by and between the Department of the Army (hereinafter the "Government"), represented by the Chief of Operations, Readiness and Regulatory Division, U.S. Army Corps of Engineers, St. Louis District, and the Creek Bottom Strutters of Clinton County National Wild Turkey Federation, represented by the Chapter President, and Kohnen Concrete, represented by the Company Estimator, and the Carlyle Lake Waterfowlers, represented by the Organization President, and The Jared Burke Foundation, represented by the Foundation Chairman, and the Carlyle Lake Ducks Unlimited Chapter, represented by the Chapter President (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 a handicap accessible blind structure at the Steins field access area and enhancement of the existing 20 acre wetland area will improve and increase the recreational opportunities for individuals with special needs, and

WHEREAS, it is mutually beneficial to the Government and the Partners 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 has voluntarily agreed to pay a portion of the cost and provide labor associated with the development and construction of the blind and enhancement of the wetland area, 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 all efforts resulting in the enhancement of a 20 acre wetland area "Steins Field Accessible Hunting Area" by the installation of an 8'X 12' concrete handicapped accessible hunting blind, a 170' X 3' handicapped accessible concrete sidewalk, signage, and a 30'X 10' rock parking area.

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.

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 Partner, 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 labor, materials, and oversight for the design and construction of the Project.

c. The Partners will provide labor, materials, and equipment for the design and construction of the Project.

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. At least quarterly, the Government shall provide the Partners 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 \$30,000 and the Partner's contribution required under Article II.c. of this Agreement is projected to be \$17,000. 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. The Partner shall provide the contribution required under Article II.c. of this Agreement based on funding availability.

c. 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 any 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 any 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 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

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 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:       Shane Street  
Creek Bottom Strutters of Clinton County (NWTF)  
401 Prairie Street  
Germantown, IL 62245

Kevin Wilburn  
Kohnen Concrete Products  
503 Green Street  
Germantown, IL 62254

Brent McKinnon  
Carlyle Lake Waterfowlers Inc.  
15924 Walnut Drive  
Carlyle, IL 62231

John Burke  
The Jared Burke Foundation  
915 Carlyle Road  
Bartelso, IL 62218

Ryan Diekemper  
Carlyle Lake Ducks Unlimited Chapter  
23579 Chestnut Road  
Richview, IL 62877

If to the Government: Robert S. Wilkins, Project Manager  
U.S. Army Corps of Engineers  
Carlyle Lake  
801 Lake Road  
Carlyle, IL 62231

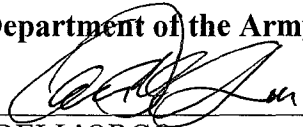
b. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

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 Chief of Operations, Readiness and Regulatory Division.

### The Department of the Army

BY:   
LOU DELL'ORCO  
Chief, Operations, Regulatory and  
Readiness Division

DATE: Oct. 20, 2014

### Carlyle Lake Waterfowlers, Inc.

BY:   
BRENT MCKINNON  
President


DATE: 11-5-14

### Creek Bottom Strutters of Clinton County, National Wild Turkey Federation

BY:   
SHANE STREET  
President

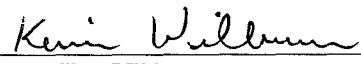
DATE: 11/1/14

### The Jared Burke Foundation

BY:   
JOHN BURKE  
Foundation Chairman

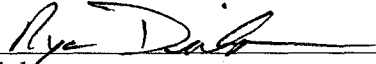
DATE: 12-20-14

### Kohnen Concrete

BY:   
KEVIN WILBURN  
Company Estimator

DATE: 11-1-14

### Carlyle Lake Ducks Unlimited

BY:   
Ryan Diekemper  
Chapter President

DATE: 11/5/14

### 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

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Partner Organization 1: Creek Bottom Strutters of Clinton County (NWTF)

POC Name: Shane Street

Address: 401 Prairie Street

City: Germantown

State: IL

Zip Code: 62245

Telephone: 618-971-8101

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Partner Organization 2: Kohnen Concrete

POC Name: Kevin Wilburn

Address: 503 Green Street

City: Germantown

State: IL

Zip Code: 62254

Telephone: 618-977-9503

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Partner Organization 3: Carlyle Lake Waterfowlers

POC Name: Brent McKinnon

Address: 15924 Walnut Drive

City: Carlyle

State: IL

Zip Code: 62231

Telephone: 618-363-2358

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Partner Organization 4: The Jared Burke Foundation

POC Name: John Burke

Address: 915 Carlyle Road

City: Bartelso

State: IL

Zip Code: 62218

Telephone: 618-204-9669

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Partner Organization 5: Carlyle Lake Ducks Unlimited

POC Name: Ryan Diekemper

Address: 23579 Chestnut Road

City: Richview

State: IL

Zip Code: 62877

Telephone: 618-292-4345

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Proposed start date of work: October 15, 2014

Simple description of work to be accomplished through the partnership: Work to be accomplished will include the installation of a handicap accessible waterfowl blind at the Steins field access area.

This project is an enhancement to the existing 20 acre wetland area and adds recreation opportunities on the public lands managed by the U.S. Army Corps of Engineers at Carlyle Lake. In addition to the blind, a 170'x 4' ADA Accessible walkway and rock unloading area will be built allowing access to the structure.

The Government will provide 25 ton of 3" rock, a 40'X 12" culvert, eight hours of track hoe and operator for installation, and labor for installation of signage and hunter sign-in box.

	Local Corps Office	Partner 1, NWTF	Partner 2, Kohnen	Partner 3, Waterfowl	Partner 4, Burke
Salaries	\$5,000	\$0	\$1,000	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$0
Materials and Supplies	\$4,000	\$5,000	\$2,000	\$500	\$500
Equipment Use	\$4,000	\$2,000	\$1,000	\$0	\$0
Funds Contributed	N/A	\$0	\$0	\$0	\$0
Personal Property	N/A	\$0	\$0	\$0	\$0
Volunteer	N/A	\$2,000	\$1,000	\$1,000	\$0
In-Kind Services	N/A	\$0	\$0	\$0	\$0
Other (explain below)	\$0	\$0	\$0	\$0	\$0
<b>Total</b>	<b>\$13,000</b>	<b>\$9,000</b>	<b>\$5,000</b>	<b>\$1,500</b>	<b>\$500</b>
<b>Share of Total Cost</b>	43.3%	30.0%	16.7%	5.0%	1.7%

	Partner 5, DU	Partner 7,	Partner 8,	Partner 9,	Total
Salaries	\$0	\$0	\$0	\$0	\$6,000
Travel	\$0	\$0	\$0	\$0	\$0
Materials and Supplies	\$0	\$0	\$0	\$0	\$12,000
Equipment Use	\$0	\$0	\$0	\$0	\$7,000
Funds Contributed	\$0	\$0	\$0	\$0	\$0
Personal Property	\$0	\$0	\$0	\$0	\$0
Volunteer	\$1,000	\$0	\$0	\$0	\$5,000
In-Kind Services	\$0	\$0	\$0	\$0	\$0
Other (explain below)	\$0	\$0	\$0	\$0	\$0
<b>Total</b>	<b>\$1,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$30,000</b>
<b>Share of Total Cost</b>	3.3%	0.0%	0.0%	0.0%	100%