

**CHALLENGE PARTNERSHIP AGREEMENT  
BETWEEN  
THE DEPARTMENT OF THE ARMY  
AND  
IOWA DEPARTMENT OF NATURAL RESOURCES  
AND  
APPANOOSE COUNTY TRAILS, Inc  
AND  
RATHBUN SNOW RIDERS, Inc**

**THIS AGREEMENT**, is entered into this 3rd day of November 2011, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander, U.S. Army Engineer, Kansas City District, and Iowa Department of Natural Resources (hereinafter Iowa DNR), represented by Director, Iowa DNR. and Appanoose County Trails, Inc., an Iowa nonprofit corporation (hereinafter ACT), represented by Alan Johnson, President and the Rathbun Snow Riders, Inc., not for profit organization (hereinafter RSR), represented by Gene Paris, President.

**WITNESSETH, THAT:**

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

**WHEREAS**, Iowa DNR, ACT, and RSR ( collectively to be known as Partners) are interested in the development, construction, and annual operation and maintenance of a 8.2 mile dual lane multi-use hiking/bicycling/snowmobile trail and maintenance access trail at Rathbun Lake (hereinafter Rathbun Lake North Shore Trail) will increase outdoor recreational opportunities for the public, and

**WHEREAS**, the Partners and the Government agree to the trail corridor area designated as the Rathbun Lake North Shore Trail as indicated in Attachment A: Rathbun Lake North Shore Trail Map

**WHEREAS**, it is mutually beneficial to the Government and the Partners to work cooperatively to make this multi-use hiking/bicycling/snowmobile trail and maintenance access trail available to the public for duration of this agreement; and

**WHEREAS**, the Partners, in order to assist the Government in this project, has voluntarily agreed to provide annual in kind services associated with Operation and Maintenance work items by in kind services and funding when possible and for completion of specified work items on the Rathbun Lake North Shore Trail; 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 in

kind services contributions from the Partner and apply those in kind services 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 provide in kind services for both annual and long term O & M work items and intend to cooperate in accordance with the terms of the agreement.

**NOW THEREFORE**, the Government, Iowa DNR, ACT, Inc., and RSR, Inc., agree as follows:

## **ARTICLE I – DEFINITIONS AND GENERAL PROVISIONS**

For purposes of this agreement:

A. The term “Project” shall mean the development, construction, associated parking, facilities, amenities and both annual and long term operation and maintenance of the Rathbun Lake North Shore Trail over a twenty year period. (See Appendix A, Challenge Partnership Agreement Financial Work Sheet, for a detailed description of the work to be done annually). The Project generally consists of:

1. Three rock surface parking areas associated with three trail heads.
2. Future facilities consisting of:
  - a. Sanitary facilities
  - b. Benches
  - c. Mileage markers
  - d. Signage
  - e. Bulletin boards
  - f. Trash receptacles
  - g. Additional rock for trail surface
  - h. Supplemental rock for maintenance of entire trail length of 8.2 miles
3. Rock Surface Trail corridor 8.2 mile in length and designated area.
  - a. As designated on map on Attachment A:
4. Operations and Maintenance Work Items occurring on a regular, annual, and non routine basis

B. The term “Project” shall also include the following objectives, definitions and responsibilities:

1. Trail Management: defines operational procedures, rules, enforcement to assure trail serves targeted users and is properly used
  - a. Land Owner – Corps
  - b. Corps Operational Management Plan (OMP) will address North Shore Trail management in its management compartments including usage type of trail.
  - c. Trail management will be consistent with objectives of adjacent OMP compartments.

2. Trail Stewardship is routine preventative maintenance of the trail and wise stewardship of the trail and surrounding ecology which will be accomplished jointly by the Challenge Partnership Agreement entities Corps, Iowa DNR, ACT, Inc., RSR, Inc., thru in kind services.
3. Trail Monitoring provides review of area and trail plus provides timely correction and maintenance and will be accomplished jointly by the Challenge Partnership Agreement entities – Corps, Iowa DNR, ACT, Inc., RSR, Inc.
4. Trail Funding will come from limited state & federal budgets (Iowa & Corps of Engineers) greatly supplemented by grant applications prepared by Corps of Engineers, Iowa DNR, ACT, Inc., and RSR, Inc. and in kind labor from volunteer groups.
5. Trail Promotion/Communication will be a collaborative effort of designated Challenge Partnership Agreement entities with final determination made by the Land Owner – Corps.

C. The term “total project costs” shall mean all costs incurred by the Government and the Partners directly related to the development, construction, associated parking, facilities, amenities, and annual/long term operation and maintenance of the Rathbun Lake North Shore Trail both annually (per financial worksheet) and cumulatively for the duration of this agreement.

D. The term of this Challenge Partnership Agreement is one year, although the parties anticipate that subsequent agreements will be signed on a yearly basis, resulting in a long term agreement between parties for a period of twenty (20) years. It is anticipated that this agreement will be identical year-to-year, except for the annual contributions expressed on Exhibit A.

E. The agreement in no way restricts the Government from participating in similar activities or arrangement with, or accepting contributions from other public and private agencies, organizations, and individuals.

F. All donated property, facilities, and improvements placed on Government land as well as any work accomplished under this agreement, to include plans and construction documents, 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, and using in kind services/contributions provided by the Partner, shall expeditiously coordinate the Project Activities with the designated Partners of this agreement, applying those procedures usually applied to Federal projects, pursuant to Federal laws, regulations, and policies. Performance of all work on the Project, whether the work is performed under contract, or by Government personnel, shall be exclusively within the control of the Government. The Government and Partners will cooperatively coordinate all work activities of this project on an annual, monthly, and as needed basis for the duration of this agreement.

B. The Government and the Partners shall provide labor, in kind services, materials, equipment, equipment operators and work item oversight as shown in Appendix A and the yearly attached financial worksheet.

C. The Government shall perform an annual and 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 of this Article.

D. No federal funds may be used to meet any Partner's share of the total project costs under this Agreement.

### **ARTICLE III – METHOD OF PAYMENT**

The Government shall maintain current records of in kind services/contributions provided by the Partners and a current projection of annual and total project costs.

A. The Partners shall forward to the Government a copy of receipts showing all payments associated with the Project, or the estimated value of in-kind services provided for the Project, within ten (10) days after the expenditure was made or the in kind service was provided. The Government shall maintain current records of said 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 each Partner's contribution required in accordance with Article II .c. of this Agreement. On the effective date of this Agreement, annual project in kind service values/costs are projected to be \$ 54,117, and the Partners' contributions required under Article II. c. of this Agreement are projected to be \$ 17,600 for Iowa DNR and \$ 11,843 for ACT, Inc., and \$ 1,274 for RSR, Inc. 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 Partners shall provide the contributions required under Article II.c. of this Agreement in accordance with the following provisions: The Partners shall implement the Project no later than 3rd November 2011 with completion of the first yearly increment of the Project, as identified by Exhibit A, anticipated by 3rd November 2012. Similar commitments and time frames are understood and will be expected for each year of this Agreement until the Project is complete. The majority of contributions necessary to achieve the Project are anticipated to be provided in-kind.

C. Upon completion of the annual in kind services/contributions for 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 annual 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 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, 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 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, 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 party may have to seek relief or redress against such contractor or third party 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 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 they perform or provide 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. The Government agrees that the Project shall be properly maintained and shall be held open for free public recreational use to take advantage of the protections of the Iowa Recreational Use Statute, Iowa St. § 461C. The Government therefore does not anticipate that any claims will be filed related to the operation, maintenance, repair, replacement, and rehabilitation of the Project. The Government shall, however, vigorously defend any such claim against the Government and shall endeavor to do so without involving, joining, or impleading the partners. The Government further agrees that it shall not agree to any settlement of any such tort claim or lawsuit without prior consultation with the partners.

#### **ARTICLE IX – TERMINATION OR SUSPENSION**

A. If at any time a 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 or provide in kind services 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. .

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 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 communications 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: Iowa Department of Natural Resources  
Roger Lande, Director  
Wallace State Building  
502 E 9<sup>th</sup> Street  
Des Moines, Iowa 50319

If to the Partner: Appanoose County Trails, Inc,  
Alan Johnson, President  
PO Box 825  
Centerville, Iowa 52544

If to the Partner: Rathbun Snow Riders, Inc.  
c/o Gene Paris, President  
21845 458th St.  
Centerville, Iowa 52544

If to the Government: U.S. Army Corps of Engineers  
Kansas City District  
ATTN: CENWK-OD-TR  
601 East 12<sup>th</sup> Street  
Kansas City, MO 64106-2896

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.

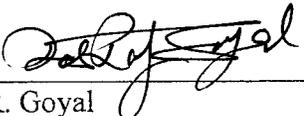
## ARTICLE XI – CONFIDENTIALITY

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 part

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the Commander, Kansas City District., The Department of the Army and the Director , Iowa Department of Natural Resources, and the President, Appanoose County Trails, Inc and the President, Rathbun Snow Riders.

U.S. Army Corps of Engineers  
Kansas City District

Appanoose County Trails, Inc.

BY:   
Des R. Goyal  
Chief, Operations Division

BY:   
Alan Johnson  
President

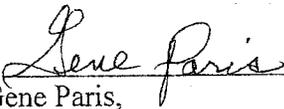
DATE: 22<sup>nd</sup> Nov 2011

DATE: 3<sup>rd</sup> November 2011

Iowa Dept of Natural Resources

Rathbun Snow Riders, Inc.

BY:   
Roger Lande  
Director

BY:   
c/o Gene Paris,  
President

DATE: 11-07-11

DATE: 3<sup>rd</sup> November 2011

**APPENDIX A**  
**CHALLENGE PARTNERSHIP AGREEMENT**  
**FINANCIAL WORK SHEET**

Project Name: Rathbun Lake Project- Rathbun Lake North Shore Trail  
Contact Person: Operations Manager  
Address: US Army Corps of Engineers  
20112 Hwy J5T  
Centerville, Iowa 52544

Phone: 641-647-2464

Work Project Title: Development, Construction and Annual Operation & Maintenance of dual lane multi-use 8.2 miles of Hiking/ Bicycling/Snowmobile/Maintenance Access Trail, Rathbun Lake North Shore Trail

Location: Rathbun Lake OMP management units 15A and 15B located in Appanoose County Iowa, T-7-N, R-18-W, sections 3, 10,11, 14, and 15 comprised of portions of Real Estate Tracts 200, 209, 210, 211, 212, 213, 214, 230, 231-1, 231-2, 232, 234, 244-1, 245,246-1, 246-2 and 251 (area between Ham Creek and Prairie Ridge Park)

Proposed Agreement Time Terms: Described coordination of work activities on the Project is expected to begin immediately upon execution of this Agreement.

Description of Project Work: The term "Project" shall mean the development, construction, associated parking, facilities, amenities and annual operation and maintenance of the Rathbun Lake North Shore Trail for the twenty-year duration of this agreement as described in **Article I.A. and I.B.** This parties' contributions, however, shall be determined on a year to year basis and a new annual financial worksheet shall be prepared and signed annually to specify the construction, in kind services, and contributions each party is to provide in that year. The parties' in kind services /contributions for the current year are shown on the attached chart.

Appendix A Financial Work Sheet –  
 Year One: November 3, 2011 – November 3, 2012

Annual O & M Items Financial Work Sheet	Costs	Corps of Engineers	Iowa DNR	Appanoose County Trails, Inc.	Snow Riders, Inc
Supplement Trail Rock		\$5,000			
Coordination of Land Stewardship Projects 40 hrs	\$80/hr NRM	\$3,200			
Trail/boundary monitoring 40 hrs	\$50/hr NRM staff	\$2,000			
Management Oversight/coordination	\$80/hr NRM	\$3,200			
Mowing equipment			\$4,000		
Dump Truck - haul			\$4,800		
IDNR Staff			\$4,000		
Positrak			\$4,800		
Spring Maintenance		\$5,000		\$2,669.00	
Biweekly Litter/Monitoring/Stewardship				\$6,672.00	\$500.40
Fall Maintenance		\$5,000		\$2,002.00	
Grant Writing				\$500.00	
Mowing ( 1 time in fall)					\$333.60
Mowing Fuel ( 16 gal tank)					\$80.00
Snowmobile Signs w/ posts					\$200.00
Sign Fuel					\$80.00
Safety Snowmobile Signs (8)					\$80.00
		\$23,400	\$17,600	\$11,843.00	\$1,274.00

## Rathbun Lake, Iowa Challenge Partnership Agreement CY 2013 Financial Work Sheet

	Local Corps Office	Handshake Funds	Partner 1	Partner 2	Partner 3	Total
Salaries	\$0	N/A	\$0	\$0	\$0	\$0
Travel	\$0	N/A	\$0	\$0	\$0	\$0
Materials and Supplies	\$0	\$15,000	\$0	\$0	\$500	\$15,500
Equipment Use	\$17,000	\$10,000	\$15,000	\$2,000	\$1,500	\$45,500
Funds Contributed	N/A	N/A	\$0	\$0	\$0	\$0
Personal Property	N/A	N/A	\$0	\$0	\$0	\$0
Volunteer	N/A	N/A	\$0	\$0	\$0	\$0
In-Kind Services	N/A	N/A	\$5,000	\$13,700	\$3,500	\$22,200
Other (explain below)	\$10,000	\$5,000	\$0	\$0	\$0	\$15,000
<b>Total</b>	<b>\$27,000</b>	<b>\$30,000</b>	<b>\$20,000</b>	<b>\$15,700</b>	<b>\$5,500</b>	<b>\$98,200</b>
<b>Share of Total Cost</b>	27.5%	30.5%	20.4%	16.0%	5.6%	100%

Partner 1: Iowa Department of Natural Resources

Partner 2: Appanoose County Trails

Partner 3: Rathbun Snowriders