

**CHALLENGE PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
General Dacey Trail
AND
Trails for Illinois
AND
Lake Volunteers Association
AND
Central Illinois Mountain Bike Association
AND
Student Conservation Association
AND
International Mountain Bike Association
AND
Illinois Department of Natural Resources
AND
National Park Service**

THIS AGREEMENT, entered into this 14th day of May, 2014, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander, U.S. Army Corps of Engineers, St. Louis District, and General Dacey Trail, represented by the President, and the Trails For Illinois, represented by the Executive Director, and the Lake Volunteers Association, represented by the President, and the Central Illinois Mountain Bike Association, represented by the President, and the Student Conservation Association, represented by the Regional Program Director, and the International Mountain Bike Association represented by the President/ Executive Director, and the Illinois Department of Natural Resources, represented by the Eagle Creek and Wolf Creek State Parks Manager, and the National Park Service, represented by the Outdoor Recreation Planner (hereinafter the "Partners").

WITNESSETH, THAT:

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

WHEREAS, the development, construction and maintenance of walking/hiking/bicycling trails at Lake Shelbyville will increase outdoor recreational opportunities for the public, and

WHEREAS it is mutually beneficial to the Government and the Partners to work cooperatively to make multi-use trails available to the public, and

WHEREAS, the Partners, in order to assist the Government in this project has voluntarily agreed to conduct plan development, trail design, maintenance, construction, and pay a portion of the costs associated with the trails at Lake Shelbyville, 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 Partners 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 trail building, trail maintenance, and trail improvement at Lake Shelbyville's multi-use trails, creating walking/ hiking/ bicycling trail extensions, and non-routine maintenance and improvements to multiple Lake Shelbyville trails. See Appendix A, Challenge Partnership Agreement Financial Work Sheet, for a detailed project description.

b. The term "total project costs" shall mean all costs incurred by the Government and the Partners directly related to construction 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 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 shall provide labor, materials, and construction oversight as shown in Appendix A. Upon Project completion, the Government shall be responsible for all oversight of trail maintenance activities.

c. The Partners shall provide funding, labor, materials, supplies, and equipment for the design and construction of the Project as shown in Appendix 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.

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.b. of this Agreement. On the effective date of this Agreement, total project costs are projected to be \$262,672.00, and the Partner's contribution required under Article II.b. of this Agreement are projected to be \$177,672.00. Such amounts are estimates subject to adjustment and are not to be construed as the total financial responsibilities of the Government and the Partners.

b. The Partners shall provide services 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 Partners 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 therefrom.

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

If to the Partner: General Dacey Trail
Jeffrey A. Johnson
170 East Main Street
Shelbyville, IL 62565

Trails for Illinois
Steve Buchtel
1639 Burr Oak Road
Homewood, IL 60430

Lake Volunteers Association
Eric Maxey
PO Box 23
Shelbyville, IL 62565

Central Illinois Mountain Bike Association
Eric Harris
212 Elim Springs Park
Sullivan, IL 61951

Student Conservation Association
Ted Miller
239 4th Ave, Suite 2100
Pittsburgh, PA 15222

International Mountain Bike Association
Mike Van Abel
4888 Pearl East Circle – Suite 200E
Boulder, CO 80301

Illinois Department of Natural Resources
Richard Glazebrook
RR1 Box 99
Windsor, IL 61957

National Park Service, Rivers, Trails, and Conservation Assistance
Diane Banta
25 E. Washington Street, Suite 1650
Chicago, IL 60602

If to the Government: U.S. Army Corps of Engineers
Lake Shelbyville
Ricky Raymond
1989 State Highway 16
Shelbyville, IL 62565


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 Commander, St. Louis District.

The Department of the Army

BY: 
COL CHRISTOPHER G. HALL P.E.
Commander
U.S. Army Corps of Engineers
St. Louis District

DATE: 14-May-2014

General Dacey Trail

BY:
JEFFREY A. JOHNSON
President

DATE: _____

Trails for Illinois

BY:
Steve Buchtel
Executive Director

DATE: _____

Lake Volunteers Association

BY:
Eric Maxey
President

DATE: _____

Central Illinois Mountain Bike Assoc.

BY:
Eric Harris
President

DATE: _____

Student Conservation Association

BY:
Ted Miller
SCA Regional Program Director

DATE: _____

International Mountain Bike Assoc.

BY:
Mike Van Abel
President/ Executive Director

DATE: _____

Illinois Department of Natural Resources

BY:
Richard Glazebrook
Eagle and Wolf Creek State Parks Manager

DATE: _____

National Park Service

BY:
Diane Banta
Outdoor Recreation Planner

DATE: _____

Challenge Partnership Financial Work Sheet

Corps Project Name: Lake Shelbyville, Illinois

Work Project Title: Making Trail Work

POC Name: Philip J. Manhart

Address: 1989 State Highway 16 City: Shelbyville State: IL Zip Code: 62565

Telephone: 217 - 774 - 3951 x7010

Location on Project: Lake Shelbyville

Partner Organization 1: General Dacey Trail

POC Name: Jeffrey A. Johnson

Address: 170 East Main St. City: Shelbyville State: IL Zip Code: 62565

Telephone: 217 - 774 - 1376

Partner Organization 2: Trails for Illinois

POC Name: Steve Buchtel

Address: 1639 Burr Oak Road City: Homewood State: IL Zip Code: 60430

Telephone: 708 - 365 - 9365

Partner Organization 3: Lakes Volunteer Association

POC Name: Eric Maxey

Address: PO Box 23 City: Shelbyville State: IL Zip Code: 62565

Telephone: 217 - 855-3580

Partner Organization 4: Central Illinois Mountain Bike Association

POC Name: Eric Harris

Address: 212 Elim Springs Park City: Sullivan State: IL Zip Code: 61951

Telephone: 217 - 855 - 9615

Partner Organization 5: Student Conservation Association

POC Name: Ted Miller

Address: 239 4th Ave, Suite 2100 City: Pittsburgh State: PA Zip Code: 15222

Telephone: 412 - 325 - 1851 x3024

Partner Organization 6: International Mountain Bike Association

POC Name: Mike Van Abel

Address: 4888 Pearl East Circle - Suite 200E City: Boulder State: CO Zip Code: 80301

Telephone: 937-247-4622

Partner Organization 7: Illinois Department of Natural Resources

POC Name: Richard Glazebrook

Address: RR1 Box 99 City: Windsor State: IL Zip Code: 61957

Telephone: 217 - 459 - 2831

Partner Organization 8: National Park Service, Rivers, Trails, and Conservation Assistance

POC Name: Diane Banta

Address: 25 E. Washington Street, Suite 1650 City: Chicago State: IL Zip Code: 60602

Telephone: 312 - 863 - 6287

Proposed start date of work: July 2014

Simple description of work to be accomplished through the partnership: Partnerships will allow the hiring of trail work crews (Student Conservation Association), provide supplies and materials (Examples may include: shovels, racks, picks, rock, rebar, etc), provide labor, provide partnership expertise to collaborate, provide non-routine repairs to trails and associated infrastructure along the Chief Illini Trail and Equestrian Trail, and construct new trail linking to the existing General Dacey Trail.

Explanations:

Partner 1, Dacey, will provide supplies, materials, volunteer hours, and equipment

Partner 2, Trails for Illinois, will provide expertise, trail tools, and organize AmeriCorps Vol work crews

Partner 3, LVA will provide volunteer work hours

Partner 4, CIMBA will provide expertise and volunteer work hours

Partner 5, SCA will provide in-kind service associated with the trail crew

Partner 6, IMBA will provide expertise, trail crew visit, and land managers training

Partner 7, IDNR will provide man hours, supplies, materials, and equipment

Partner 8, NPS will provide technical assistance, assist with facilitating, and planning

Double click on spreadsheet to access data entry fields:

	Local Corps Office	USACE Handshake Funds	Partner 1, Dacey	Partner 2, Trails for ILL	Partner 3, LVA	Partner 4, CIMBA
Salaries	\$15,000	N/A	\$0	\$11,960	\$0	\$0
Travel	\$0	N/A	\$0	\$2,079	\$0	\$0
Materials and Supplies	\$25,000	\$0	\$15,000	\$6,500	\$0	\$0
Equipment Use	\$10,000	\$0	\$50,000	\$0	\$0	\$0
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	\$15,000	\$40,000	\$500	\$2,100
In-Kind Services	N/A	N/A	\$0	\$0	\$0	\$0
Other (explain below)	\$0	\$35,000	\$0	\$0	\$0	\$0
Total	\$50,000	\$35,000	\$80,000	\$60,539	\$500	\$2,100
Share of Total Cost	19.0%	13.3%	30.5%	23.0%	0.2%	0.8%

	Partner 5, SCA	Partner 6 IMBA	Partner 7, IDNR	Partner 8, NPS	Partner 9,	Total
Salaries	\$0	\$0	\$4,500	\$7,560	\$0	\$39,020
Travel	\$0	\$0	\$0	\$1,440	\$0	\$3,519
Materials and Supplies	\$0	\$0	\$2,000	\$0	\$0	\$48,500
Equipment Use	\$0	\$0	\$12,000	\$0	\$0	\$72,000
Funds Contributed	\$0	\$0	\$0	\$0	\$0	\$0
Personal Property	\$0	\$0	\$0	\$0	\$0	\$0
Volunteer	\$0	\$0	\$0	\$0	\$0	\$57,600
In-Kind Services	\$2,033	\$5,000	\$0	\$0	\$0	\$7,033
Other (explain below)	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$2,033	\$5,000	\$18,500	\$9,000	\$0	\$262,672
Share of Total Cost	0.8%	1.9%	7.0%	3.4%	0.0%	100%

The Department of the Army

BY: _____

COL CHRISTOPHER G. HALL P.E.

Commander

U.S. Army Corps of Engineers

St. Louis District

DATE: _____

General Dacey Trail

BY: _____

JEFFREY A. JOHNSON

President

DATE: _____

Trails for Illinois

BY: _____

Steve Buchtel

Executive Director

DATE: _____

Lake Volunteers Association

BY: _____

Eric Maxey

President

DATE: _____

Central Illinois Mountain Bike Assoc.

BY: _____

Eric Harris

President

DATE: _____

Student Conservation Association

BY: _____

Ted Miller

SCA Regional Program Director

DATE: _____

International Mountain Bike Assoc.

BY: _____

Mike Van Abel

President/ Executive Director

DATE: _____

Illinois Department of Natural Resources

BY: _____

Richard Glazebrook

Eagle and Wolf Creek State Parks Manager

DATE: _____

National Park Service

BY: _____

Diane Banta

Outdoor Recreation Planner

DATE: _____

The Department of the Army

BY: _____

COL CHRISTOPHER G. HALL P.E.
Commander
U.S. Army Corps of Engineers
St. Louis District

DATE: _____

General Dacey Trail

BY: _____

JEFFREY A. JOHNSON
President

DATE: _____

Trails for Illinois

BY: _____


Steve Buchtel
Executive Director

DATE: _____

5/21/14

Lake Volunteers Association

BY: _____

Eric Maxey
President

DATE: _____

Central Illinois Mountain Bike Assoc.

BY: _____

Eric Harris
President

DATE: _____

Student Conservation Association

BY: _____

Ted Miller
SCA Regional Program Director

DATE: _____

International Mountain Bike Assoc.

BY: _____

Mike Van Abel
President/ Executive Director

DATE: _____

Illinois Department of Natural Resources

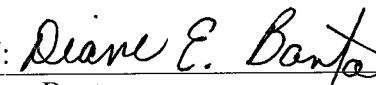
BY: _____

Richard Glazebrook
Eagle and Wolf Creek State Parks Manager

DATE: _____

National Park Service

BY: _____


Diane Banta
Outdoor Recreation Planner

DATE: _____

5/21/14

U.S. Army Corps of Engineers
St. Louis District

DATE: _____

General Dacey Trail

BY: _____

JEFFREY A. JOHNSON
President

DATE: _____

Trails for Illinois

BY: _____

Steve Buchtel
Executive Director

DATE: _____

Lake Volunteers Association

BY: _____

Eric Maxey
Eric Maxey
President

DATE: _____

5/19/2014

Central Illinois Mountain Bike Assoc.

BY: _____

Eric Harris

The Department of the Army

BY: _____

COL CHRISTOPHER G. HALL P.E.
Commander
U.S. Army Corps of Engineers
St. Louis District

DATE: _____

General Dacey Trail

BY: _____

JEFFREY A. JOHNSON
President

DATE: _____

Trails for Illinois

BY: _____

Steve Buchtel
Executive Director

DATE: _____

Lake Volunteers Association

BY: _____

Eric Maxey
President

DATE: _____

Central Illinois Mountain Bike Assoc.

BY: _____

Eric Harris
President

DATE: May 15, 2014

Student Conservation Association

BY: _____

Ted Miller
SCA Regional Program Director

DATE: _____

International Mountain Bike Assoc.

BY: _____

Mike Van Abel
President/ Executive Director

DATE: _____

Illinois Department of Natural Resources

BY: _____

Richard Glazebrook
Eagle and Wolf Creek State Parks Manager

DATE: _____

National Park Service

BY: _____

Diane Banta
Outdoor Recreation Planner

DATE: _____

The Department of the Army

BY: _____
COL CHRISTOPHER G. HALL P.E.
Commander
U.S. Army Corps of Engineers
St. Louis District

DATE: _____

General Dacey Trail

BY: _____
JEFFREY A. JOHNSON
President

DATE: _____

Trails for Illinois

BY: _____
Steve Buchtel
Executive Director

DATE: _____

Lake Volunteers Association

BY: _____
Eric Maxey
President

DATE: _____

Central Illinois Mountain Bike Assoc.

BY: _____
Eric Harris
President

DATE: _____

Student Conservation Association

BY: Ted Miller
Ted Miller
SCA Regional Program Director

DATE: 5-20-14

International Mountain Bike Assoc.

BY: _____
Mike Van Abel
President/ Executive Director

DATE: _____

Illinois Department of Natural Resources

BY: _____
Richard Glazebrook
Eagle and Wolf Creek State Parks Manager

DATE: _____

National Park Service

BY: _____
Diane Banta
Outdoor Recreation Planner

DATE: _____

The Department of the Army

BY: _____

COL CHRISTOPHER G. HALL P.E.
Commander
U.S. Army Corps of Engineers
St. Louis District

DATE: _____

General Dacey Trail

BY: _____

JEFFREY A. JOHNSON
President

DATE: _____

Trails for Illinois

BY: _____

Steve Buchtel
Executive Director

DATE: _____

Lake Volunteers Association

BY: _____

Eric Maxey
President

DATE: _____

Central Illinois Mountain Bike Assoc.

BY: _____

Eric Harris
President

DATE: _____

Student Conservation Association

BY: _____

Ted Miller
SCA Regional Program Director

DATE: _____

International Mountain Bike Assoc.

BY: _____

Mike Van Abel pp:KS
Mike Van Abel
President/ Executive Director

DATE: *5/23/14*

Illinois Department of Natural Resources

BY: _____

Richard Glazebrook
Eagle and Wolf Creek State Parks Manager

DATE: _____

National Park Service

BY: _____

Diane Banta
Outdoor Recreation Planner

DATE: _____

The Department of the Army

BY: _____

COL CHRISTOPHER G. HALL P.E.
Commander
U.S. Army Corps of Engineers
St. Louis District

DATE: _____

General Dacey Trail

BY: _____

JEFFREY A. JOHNSON
President

DATE: _____

Trails for Illinois

BY: _____

Steve Buchtel
Executive Director

DATE: _____

Lake Volunteers Association

BY: _____

Eric Maxey
President

DATE: _____

Central Illinois Mountain Bike Assoc.

BY: _____

Eric Harris
President

DATE: _____

Student Conservation Association

BY: _____

Ted Miller
SCA Regional Program Director

DATE: _____

International Mountain Bike Assoc.

BY: _____

Mike Van Abel
President/ Executive Director

DATE: _____

Illinois Department of Natural Resources

BY: Michael R. Glazebrook

Richard Glazebrook
Eagle and Wolf Creek State Parks Manager

DATE: 15 MAY 2014

National Park Service

BY: _____

Diane Banta
Outdoor Recreation Planner

DATE: _____