

**CHALLENGE PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
Lake Volunteers Association
AND
Illinois Department of Natural Resources
AND
Central Illinois Sportsmen for Outdoor Accessibility
AND
Fox Redi-Mix
AND
Chips Marine Service
AND
Shelbyville Electric Cooperative**

THIS AGREEMENT, entered into this 5th day of MARCH, 2015, 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 Lake Volunteers Association, represented by the President, and the Illinois Department of Natural Resources, represented by the Regional Fisheries Biologist, and the Central Illinois Sportsmen for Outdoor Accessibility, represented by the President, and the Fox Redi-Mix, Represented by the Owner, and the Chips Marina Service, represented by the Owner, and the Shelbyville Electric Cooperative, represented by the Chief of Operations (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 universal access fishing pier and fisheries enhancement at Woods Lake 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 universal access fishing pier and fisheries enhancement at Woods Lake available to the public, and

WHEREAS, the Partners, in order to assist the Government in this project has voluntarily agreed to conduct plan development, design, maintenance, construction, and pay a portion of the costs associated with the universal access fishing pier and fisheries enhancement at Woods Lake, 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 building, maintenance, and improvement at Lake Shelbyville's multi-use area Woods Lake, creating a universal access fishing pier and fisheries enhancement. 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. Upon Project completion, the Government shall be responsible for all oversight of pier 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 any 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 each 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 \$89, 981.00, and the Partners' contribution required under Article II.c. of this Agreement are projected to be \$32,433.00. 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 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.

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 Chief of Operations 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 Partners elect 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: Lake Volunteers Association
Eric Maxey
PO Box 23
Shelbyville, IL 62565

Illinois Department of Natural Recourse
Mike Mounce
1660 West Polk Ave
Charleston, IL 61920

Central Illinois Sportsmen for Outdoor Accessibility
Robert Kerans
3045 S Franklin Street
Decatur, IL 62521

Fox Redi-Mix
Doug Fox
1300 W South 5th Street
Shelbyville, IL 62565

Chips Marine Service
Martin Christenson
1068 CR 1025 N
Sullivan, IL 61951

Shelbyville Electric Cooperative
Terry Oldham
PO Box 560, Route 128 & 6th Street
Shelbyville, IL 62565

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

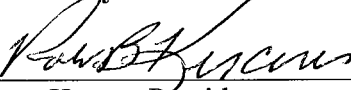
To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party. IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the Chief of Operations, St. Louis District.

The Department of the Army
U.S. Army Corps of Engineers
St. Louis District

BY: 
Lou Dell'Orco
Chief of Operations, Readiness and
Regulatory Division

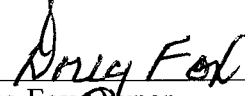
DATE: 3-5-15

**Central Illinois Sportsmen for Outdoor
Accessibility**

BY: 
Robert Kerans President


DATE: 3-31-2015

Fox Redi-Mix

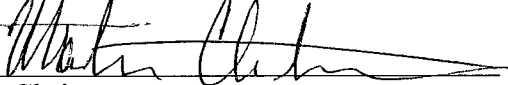
BY: 
Doug Fox Owner

DATE: 4-10-15

Lake Volunteers Association


BY: 
Eric Maxey
President
DATE: 3/31/15

Chips Marine Service

BY: 
Martin Christenson
Owner

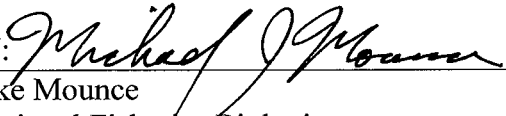
DATE: 4/1/15

Shelbyville Electric Cooperative

BY: 
Terry Oldham
Chief of Operations

DATE: 4/2/15

Illinois Department of Natural Resources

BY: 
Mike Mounce
Regional Fisheries Biologist

DATE: 4/2/15

APPENDIX A

Challenge Partnership Financial Work Sheet

Corps Project Name: Lake Shelbyville, Illinois

Work Project Title: Universal Access and Fisheries Enhancement at Woods Lake

POC Name: Lee R Mitchell

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

Telephone: 217 - 774 - 3951 x7012

Location on Project: Lake Shelbyville

Partner Organization 1: Lakes Volunteer Association

POC Name: Eric Maxey

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

Telephone: 217-855-3580

Partner Organization 2: Illinois Department of Natural Resources

POC Name: Mike Mounce

Address: 1660 West Polk Ave City: Charleston State: IL Zip Code: 61920

Telephone: 217-345-2420

Partner Organization 3: Central Illinois Sportsmen for Outdoor

POC Name: Robert Kerans

Address: 3045 S Franklin Street City: Decatur State: IL Zip Code: 62521

Telephone: 217-414-0093

Partner Organization 4: Fox Redi-Mix

POC Name: Doug Fox

Address: 1300 W South 5th Street City: Shelbyville State: IL Zip Code: 62565

Telephone: 217-774-2119

Partner Organization 5: Chips Marina Service

POC Name: Martin Christenson

Address: 1068 CR 1025 N City: Sullivan State: IL Zip Code: 61951

Telephone: 217-855-3580

Partner Organization 6: Shelbyville Electric Cooperative

POC Name: Terry Oldham

Address: PO Box 560, Route 128 & 6th Street City: Shelbyville State: IL Zip Code: 62565

Telephone: 217-774-3986

Proposed start date of work: June 1st 2015

Simple description of work to be accomplished through the partnership: Partnerships will allow the universal access fishing pier and fisheries enhancement, provide supplies and materials (Examples may include: lumber, concert, rip rap, gravel, and other hardware), provide labor, provide partnership expertise to collaborate, provide non-routine repairs to pier.

Explanations:

USACE, provide labor, materials, and construction oversight

Partner 1, LVA, materials for the pier

Partner 2, IDNR, fisheries enhancement

Partner 3, CISO, materials for the pier & volunteer labor

Partner 4, Fox, materials for fisheries enhancement

Partner 5, Chips, provide minnows for fisheries enhancement

Partner 6, SEC, assist with installing the pylons for the frame of the pier.

	Local Corps Office	Handshake Funds	Partner 1 IDNR	Partner 2 CISOA	Partner 3 Fox Redi- Mix	Partner 4 LVA
Salaries	\$12,548	N/A	\$5,937	\$0	\$0	\$0
Travel	\$0	N/A	\$180	\$0	\$0	\$0
Materials and Supplies	\$15,000	\$30,000	\$5,730	\$0	\$0	\$10,000
Equipment Use	\$0	\$0	\$0	\$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	\$0	\$2,136	\$500	\$0
In-Kind Services	N/A	N/A	\$0	\$5,000	\$0	\$0
Other (explain below)	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$27,548	\$30,000	\$11,847	\$7,136	\$500	\$10,000
Share of Total Cost	30.6%	33.3%	13.2%	7.9%	0.6%	11.1%

	Partner 5 Chips Marine	Partner 6 Shelby Electric	Partner 7	Partner 8	Partner 9	Total
Salaries	\$0	\$1,500	\$0	\$0	\$0	\$19,985
Travel	\$0	\$200	\$0	\$0	\$0	\$380
Materials and Supplies	\$250	\$0	\$0	\$0	\$0	\$60,980
Equipment Use	\$0	\$1,000	\$0	\$0	\$0	\$1,000
Funds Contributed	\$0	\$0	\$0	\$0	\$0	\$0
Personal Property	\$0	\$0	\$0	\$0	\$0	\$0
Volunteer	\$0	\$0	\$0	\$0	\$0	\$2,636
In-Kind Services	\$0	\$0	\$0	\$0	\$0	\$5,000
Other (explain below)	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$250	\$2,700	\$0	\$0	\$0	\$89,981
Share of Total Cost	0.3%	3.0%	0.0%	0.0%	0.0%	100%