

**CHALLENGE PARTNERSHIP AGREEMENT  
BETWEEN  
THE DEPARTMENT OF THE ARMY  
and  
LABORERS LOCAL 773  
and  
CEMENT FINISHERS LOCAL 143  
and  
OPERATORS LOCAL 318  
and  
GARDEN GATE CLUB OF BENTON  
and  
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS  
and  
ILLINOIS NATIVE PLANT SOCIETY  
and  
REND LAKE COLLEGE  
and  
ILLINOIS DEPARTMENT OF NATURAL RESOURCES**

THIS AGREEMENT ("Agreement"), entered into as of the date of final, executing signature, 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 Laborers Local 773, represented by the Business Manager; the Cement Finishers Local 143, represented by the Business Manager; the Operators Local 318, represented by the Business Manager; the Garden Gate Club of Benton, represented by the President; the Board of Trustees of the University of Illinois on behalf of its Office of Extension and Outreach, represented by the Extension County Director; the Illinois Native Plant Society, represented by the President; Rend Lake College, represented by the President; the Illinois Department of Natural Resources, represented by the Regional Fisheries Administrator (hereinafter the "Partners").

WITNESSETH, THAT:

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

WHEREAS, the addition of an accessible trail with accessible fishing platforms and pollinator habitat near the Visitor Center on Rend Lake will increase the recreational opportunities for the public and habitat for wildlife including disappearing pollinators, and

WHEREAS the Partners are interested in assisting the Government in constructing this accessible trail with accessible fishing platforms and pollinator habitat, and

WHEREAS, it is mutually beneficial to the Government and the Partners to work cooperatively to make this accessible trail with accessible fishing platforms and pollinator habitat available to the public and the wildlife, and

WHEREAS, the Partners, in order to assist the Government in this project have voluntarily agreed to provide labor in the construction of the accessible trail, accessible fishing platforms, and pollinator habitat, 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 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 construction of a 1200 foot long concrete accessible trail leading from the Visitor Center entrance road to and around an existing pond, the construction of 4 concrete accessible fishing platforms around the pond, and the construction of 3 pollinator and prairie gardens. The Project will also include the installation of an accessible covered bench, construction of a milkweed garden and nighttime pollinator garden located along pond shoreline, purchase of 3 interpretive signs for the trail and habitat, clearing of additional hiking path, and all associated site preparation and ground work.

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"), shall expeditiously obtain materials and supplies necessary for 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 materials, supplies, equipment, construction oversight, and additional labor as necessary. Upon completion of the Project, the Government shall be responsible for all maintenance activities.

c. The Partners shall provide in-kind service labor to construct the accessible trail and accessible fishing platforms, create and plant the pollinator habitats, and install the accessible covered bench.

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 (in-kind services) under this Agreement.

g. The Partners shall not use Government-supplied materials and equipment, or allow their use, for other than authorized Project purposes.

### **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 \$71,800, and each Partner's contribution required under Article II.c. of this Agreement is projected to be \$28,800 worth of In-Kind Services, as shown in Appendix A. 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.

### **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 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, 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." By entering into this Agreement, the Board of Trustees of the University of Illinois and the Illinois Department of Natural Resources do not waive any of their sovereign immunity protections owed to them as entities of the State of Illinois.

## **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 for the Project, except for damages due to the fault or negligence of the Government of its Contractors.

Notwithstanding the preceding paragraph, the Board of Trustees of the University of Illinois and the Illinois Department of Natural Resources shall be liable for any negligent or intentional acts or omissions chargeable to them only to the extent allowed by Illinois law.

## **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 either 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.

#### **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 Partners:

Laborers Local 773  
Business Manager  
5102 Ed Smith Way  
Marion, IL 62959

Cement Finishers Local 143  
Business Manager  
3301 Boardwalk Drive  
Champaign, IL 61822

Operators Local 318  
Business Manager  
8963 Crenshaw Road  
Marion, IL 62959

Garden Gate Club  
President  
143 Mundell Dr.  
Benton, IL 62812

University of Illinois Extension  
County Director  
402 Ava Rd  
Murphysboro, IL 62966

Illinois Native Plant Society  
President  
P.O. Box 271  
Carbondale, IL 62903

Rend Lake College  
President  
468 Ken Gray Parkway  
Ina, IL 62846

Illinois Department of Natural Resources  
Regional Fisheries Administrator  
1231 South West St  
Olney, IL 62450

If to the Government: U.S. Army Corps of Engineers  
Rend Lake Operations Manager  
Kevin Curran  
11981 Rend City Road  
Benton, IL 62812

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, unless disclosure is required by law or court order.

*[Rest of page left intentionally blank.]*

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: 2/24/2017

**Laborers Local 773**

BY: *Kenneth [Signature]*  
Business Manager

DATE: 2-22-17

**Cement Finishers Local 143**

BY: *Kiriel [Signature]*  
Business Manager

DATE: 2-24-2017

**Operators Local 318**

BY: *Deo [Signature]*  
Business Manager

DATE: 2-9-2017

**Garden Gate Club of Benton**

BY: *Mary [Signature]*  
President

DATE: 2-9-2017

**The Board of Trustees of the University  
of Illinois**

BY: *Stacy Ballmes*  
*Walter K. Knorr*

Walter K. Knorr  
Comptroller  
Stacey Ballmes, Coordinator for University Contracts

DATE: 13 February 2017

Stacey Ballmes, Contracts Coordinator  
2017.02.13 16:23:15 -06'00'

**Illinois Native Plant Society**

BY: *[Signature]*  
President *Treasurer*


DATE: 9 February 2017

**Rend Lake College**

BY: *[Signature]*  
President

DATE: 2/15/17

**Illinois Department of Natural Resources**

BY: 

Regional Fisheries Administrator

DATE: 2/17/17



## APPENDIX A

### Challenge Partnership Financial Work Sheet

Corps Project Name: Rend Lake

Work Project Title: Rend Lake Visitor Center Accessible Trail and Pollinator Habitat

POC Name: Cassie Magsig

Address: 11981 Rend City Road                      City: Benton                      State: IL                      Zip Code: 62812

Telephone: 618 -- 724 -- 2493

Location on Project: Visitor Center Grounds

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Partner Organization 6: Laborers Local 773

POC Name: Kevin Starr

Address: 5102 Ed Smith Way                      City: Marion                      State: IL                      Zip Code: 62959

Telephone: 618 -- 993 -- 1773

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Partner Organization 2: Cement Finishers Local 143

POC Name: Keith Hancock

Address: 3301 Boardwalk Drive                      City: Champaign                      State: IL                      Zip Code: 61822

Telephone: 618-527-3816

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Partner Organization 3: Operators Local 318

POC Name: Dee Stahlhut

Address: 8963 Crenshaw Road                      City: Marion                      State: IL                      Zip Code: 62959

Telephone: 618-993-0318

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Partner Organization 4: Garden Gate Club of Benton

POC Name: Mary J Graham

Address: 143 Mundell Dr.                      City: Benton                      State: IL                      Zip Code: 62812

Telephone: 618-214-1665

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Partner Organization 5: University of Illinois Extension

POC Name: Alicia Gardner

Address: 402 Ava Rd.                      City: Murphysboro                      State: IL                      Zip Code: 62966

Telephone: 618-687-1727

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Partner Organization 6: Illinois Native Plant Society

POC Name: Sonja Lallemand

Address: P.O. Box 207                      City: Carbondale                      State: IL                      Zip Code: 62903

Telephone: 618-203-6657

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**Partner Organization 7: Rend Lake College**

POC Name: Kathy Craig

Address: 468 Ken Gray Parkway

City: Ina

State: IL

Zip Code: 62846

Telephone: 618-437-5321

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**Partner Organization 8: Illinois Department of Natural Resources**

POC Name: Mike Hooe

Address: 1231 South West St.

City: Olney

State: IL

Zip Code: 62450

Telephone: 618-393-6732

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**Proposed start date of work:** February 1, 2017

**Simple description of work to be accomplished through the partnership:** Prep of grounds for construction of a 1200 foot long concrete accessible trail as well as 4 concrete accessible fishing platforms leading to and encircling an existing pond. Prep of grounds and planting of 3 pollinator gardens and prairies as well as two specific pollinator gardens between pond and trail. Purchase and installation of a covered bench and 3 interpretive signs. All work provided by the Partners will be in-kind services utilizing their expertise and knowledge of each trade. The Corps will create a timeline, keep the project moving, and procure all supplies, materials, and equipment needed to complete the project.

Double click on spreadsheet to access data entry fields:

	Local Corps Office	Handshake Funds	Laborer's Local 773	Cement Finishers Local 143	Operator's Local 318	Garden Gate Club of Benton
Salaries	\$7,000	N/A	\$0	\$0	\$0	\$0
Travel	\$0	N/A	\$0	\$0	\$0	\$0
Materials and Supplies	\$14,000	\$20,000	\$0	\$0	\$0	\$0
Equipment Use	\$2,000	\$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	\$0	\$0	\$2,000
In-Kind Services	N/A	N/A	\$6,800	\$3,600	\$4,700	\$500
Other (explain below)	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total</b>	<b>\$23,000</b>	<b>\$20,000</b>	<b>\$6,800</b>	<b>\$3,600</b>	<b>\$4,700</b>	<b>\$2,500</b>
<b>Share of Total Cost</b>	<b>32.0%</b>	<b>27.9%</b>	<b>9.5%</b>	<b>5.0%</b>	<b>6.5%</b>	<b>3.5%</b>

	U of I Master Gardeners	Illinois Native Plant Society	Rend Lake College	Illinois Dept. of Natural Resources	Total
Salaries	\$0	\$0	\$0	\$0	\$7,000
Travel	\$0	\$0	\$0	\$0	\$0
Materials and Supplies	\$0	\$0	\$0	\$0	\$34,000
Equipment Use	\$0	\$0	\$0	\$0	\$2,000
Funds Contributed	\$0	\$0	\$0	\$0	\$0
Personal Property	\$0	\$0	\$0	\$0	\$0
Volunteer	\$1,200	\$0	\$2,400	\$0	\$5,600
In-Kind Services	\$1,600	\$2,300	\$900	\$2,800	\$23,200
Other (explain below)	\$0	\$0	\$0	\$0	\$0
<b>Total</b>	<b>\$2,800</b>	<b>\$2,300</b>	<b>\$3,300</b>	<b>\$2,800</b>	<b>\$71,800</b>
<b>Share of Total Cost</b>	<b>3.9%</b>	<b>3.2%</b>	<b>4.6%</b>	<b>3.9%</b>	<b>100%</b>

Explanations:

Handshake funds will be utilized to purchase the concrete for the trail and fishing platforms and 3 interpretive signs to include partnership recognition.

Corps funds will procure the CA6, an accessible covered bench, equipment usage, native prairie and pollinator seed mixes along with the necessary fertilizer/lime, and miscellaneous supplies and materials.

Partners will supply all in-kind service to complete the project.