

CHALLENGE PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
Lake Volunteers Association
AND
Pheasants Forever/Quail Forever
AND
Okaw Valley Jr. High School
AND
Okaw Valley Sr. High School
AND
Illinois Department of Natural Resources
AND
Sloan Equipment Company, Inc.
AND
National Wild Turkey Federation

THIS AGREEMENT, entered into this 9th day of August, 2017 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 Pheasants Forever/Quail Forever, represented by the Regional Biologist, and the Okaw Valley Junior and Senior High Schools, represented by the Superintendent, and the Illinois Department of Natural Resources, represented by the Regional Natural Heritage Biologist, and Sloan Equipment Company, Inc., represented by the Shop Foreman, and the National Wild Turkey Federation, represented by the District Biologist.

WITNESSETH, THAT:

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

WHEREAS, the conversion of old field infested with non-native invasive plant species to native grasses and pollinator plant species at Lake Shelbyville will increase the recreational opportunities for the public, and

WHEREAS the Partners are interested in promoting and assisting the Government in providing this native vegetation restoration, and

WHEREAS, it is mutually beneficial to the Government and the Partners to work cooperatively to reestablish these native plants for the benefit of local wildlife and the public, and

WHEREAS, the Partners, in order to assist the Government in this project have voluntarily agreed to pay a portion of the cost, 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 converting approximately 100 acres of highly degraded old field habitat to a diverse native pollinator habitat.

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 goals, objectives, materials, labor, and oversight of the Project totaling 60.2% of total project costs; Shown in Appendix A-1.

c. The Partners shall provide in-kind services, funds and materials, and equipment, representing 39.8% of the total project cost; Shown in Appendix A-2.

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 Partners' 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 \$70,560.00, and the Partners' contribution required under Article II.b. of this Agreement is projected to be \$28,060.00. Such amounts are estimates subject to adjustment and are not to be construed as the total financial responsibilities of the Government and the Partner.

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 a 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 a 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, no 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

The Partners 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 a 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 each 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 a party elects to terminate this Agreement pursuant to this Article, each party 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: Lake Volunteers Association
Eric Maxey, President
PO Box 23
Shelbyville, IL 62565

Pheasants Forever/Quail Forever
Brandon Beltz,
308 South Walnut St.
Strasburg, IL 62465

Okaw Valley Junior High School
Kent Stauder, Superintendent
709 South St. John St.
Bethany, IL 61914

Okaw Valley Senior High School
Kent Stauder, Superintendent
709 South St. John St.
Bethany, IL 61914

Illinois Department of Natural Resources
Roger Jansen, Natural Heritage Biologist
1660 West Polk Avenue
Charleston, IL 61920

Sloan's Equipment
Ryan Dunaway, Shop Foreman
2295 State Highway 16
Shelbyville, IL 62565

National Wild Turkey Federation
John Burke, District Biologist
7152 Tomahawk Lane
Steedman, MO 65077

If to the Government: U.S. Army Corps of Engineers
Lake Shelbyville
Lee Mitchell, Natural Resources Specialist
1989 State Highway 16 East
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.

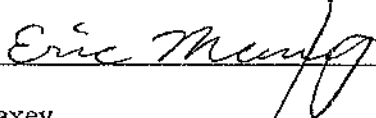
**The Department of the Army
U.S. Army Corps of Engineers
St. Louis District**

BY:  _____

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

DATE: 8/9/17

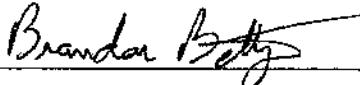
Lake Volunteers Association

BY:  _____

Eric Maxey
President

DATE: 8/10/17


Pheasants Forever/Quail Forever

BY:  _____

Brandon Beltz
Regional Biologist

DATE: 8/4/2017


Okaw Valley Jr. High School

BY:  _____

Kent Stauder
Superintendent

DATE: 8/4/2017


Okaw Valley Sr. High School

BY:  _____

Kent Stauder
Superintendent

DATE: 8/4/2017

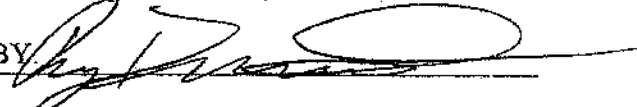
Illinois Department of Natural Resources

BY:  _____

Roger Jansen
Natural Heritage Biologist

DATE: 8-4-17

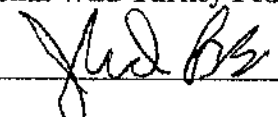
Sloan Implement Co., Inc.

BY:  _____

Ryan Dunaway
Shop Foreman

DATE: 8-4-17

National Wild Turkey Federation

BY:  _____

John Burke
District Biologist

DATE: 8/4/17

Challenge Partnership Financial Work Sheet

Corps Project Name: Lake Shelbyville, Illinois

Work Project Title: Invasive Species Site Conversion to Pollinators

POC Name: Lee R. Mitchell

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

Telephone: 217 - 774 - 3951 x7012

Location on Project: Lake Shelbyville Project Office

Partner Organization 1: Lake Volunteers Association

POC Name: Eric Maxey

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

Telephone: 217 - 855 - 3580

Partner Organization 2: Pheasants Forever/Quail Forever

POC Name: Brandon Beltz

Address: 308 South Walnut St. City: Strasburg State: IL Zip Code: 62465

Telephone: 217 - 254 - 3424

Partner Organization 3: Okaw Valley Middle School

POC Name: Kent Stauder, Superintendent

Address: 709 South St. John St. City: Bethany State: IL Zip Code: 61914

Telephone: 217 - 273 - 9528

Partner Organization 4: Okaw Valley High School

POC Name: Kent Stauder, Superintendent

Address: 709 South St. John St. City: Bethany State: IL Zip Code: 61914

Telephone: 217 - 273 - 9528

Partner Organization 5: Illinois Department of Natural Resources

POC Name: Roger Jansen, Natural Heritage Biologist

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

Telephone: 217 - 345 - 2420

Partner Organization 6: Sloan Implement Co., Inc.

POC Name: Ryan Dunaway, Shop Foreman

Address: 2295 State Highway 16 City: Shelbyville State: IL Zip Code: 62565

Telephone: 217 - 774 - 2159

Partner Organization 7: National Wild Turkey Federation

POC Name: John Burke, District Biologist

Address: 7152 Tomahawk Lane

City: Steedman

State: MO Zip Code: 65077

Telephone: 573 - 676 - 5994

Proposed start date of work: September 1, 2017.

Simple description of work to be accomplished through the partnership: Partnership will support the conversion of approximately 100 acres of old field habitat choked with invasive species such as Amur Honeysuckle, Autumn Olive and Multi-flora Rose to a diverse pollinator mix vital to a whole suite of species to include numerous insect species that pollinate our native plants. Once converted, this habitat can easily be maintained through the use of prescribed fire to keep invasive species at bay and promote the health of the prairie wildflowers and grasses so vital to pollinating insects. In East-Central Illinois Lake Shelbyville is literally an island in a sea of corn and soybeans with very little quality prairie habitat that promotes these insect species so vital to many native species of plants and wildlife. To date, Lake Shelbyville has converted approximately 180 acres of old field to native warm season grasses and forbs. All staff are trained in prescribed burning and burn approximately 400 - 800 acres annually to support native species and eradicate invasive species. Funding will also allow for an outdoor classroom with Okaw Valley, a local school district that is very forward thinking. An MOU with Okaw Valley school district (middle school and high schools) signed in 2016, has the establishment of pollinator species already in the planning stages for two agricultural leases assigned to Okaw Valley as an outdoor classroom, complete with the conversion of two fescue hayfields to pollinator mixes planned for FY17/18.

[Double click on spreadsheet to access data entry fields:](#)

	Local Corps Office	Handshake Funds	Lake Volunteer Assoc.	Pheasants Forever	Okaw Valley Jr. High	Okaw Valley Sr. High
Salaries	\$2,500	N/A	\$0	\$0	\$0	\$0
Travel	\$0	N/A	\$0	\$0	\$0	\$0
Materials and Supplies	\$0	\$0	\$1,500	\$11,550	\$0	\$0
Equipment Use	\$0	\$0	\$0	\$900	\$0	\$0
Funds Contributed	\$20,000	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	\$0	\$480	\$3,015	\$3,015
Other (explain below)	\$0	\$20,000	\$0	\$0	\$0	\$0
Total	\$22,500	\$20,000	\$1,500	\$12,930	\$3,015	\$3,015
Share of Total Cost	31.9%	28.3%	2.1%	18.3%	4.3%	4.3%
	60.2%					

	IDNR	Sloans, Equipment	NWTF	Partner 8	Partner 9	Partner 10
Salaries	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Materials and Supplies	\$0	\$5,000	\$1,000	\$0	\$0	\$0
Equipment Use	\$0	\$0	\$0	\$0	\$0	\$0
Funds Contributed	\$0	\$0	\$0	\$0	\$0	\$0
Personal Property	\$0	\$0	\$0	\$0	\$0	\$0
Volunteer	\$0	\$0	\$0	\$0	\$0	\$0
In-Kind Services	\$1,600	\$0	\$0	\$0	\$0	\$0
Other (explain below)	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$1,600	\$5,000	\$1,000	\$0	\$0	\$0
Share of Total Cost	2.3%	7.1%	1.4%	0.0%	0.0%	0

	Partner 11	Partner 12	Partner 13	Partner 14	Partner 15	Total
Salaries	\$0	\$0	\$0	\$0	\$0	\$2,500
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Materials and Supplies	\$0	\$0	\$0	\$0	\$0	\$19,050
Equipment Use	\$0	\$0	\$0	\$0	\$0	\$900
Funds Contributed	\$0	\$0	\$0	\$0	\$0	\$20,000
Personal Property	\$0	\$0	\$0	\$0	\$0	\$0
Volunteer	\$0	\$0	\$0	\$0	\$0	\$0
In-Kind Services	\$0	\$0	\$0	\$0	\$0	\$8,110
Other (explain below)	\$0	\$0	\$0	\$0	\$0	\$20,000
Total	\$0	\$0	\$0	\$0	\$0	\$70,560
Share of Total Cost	0.0%	0.0%	0.0%	0.0%	0.0%	100%

Appendix A-1

GOVERNMENT FURNISHED LABOR, MATERIALS AND EQUIPMENT

1. The Government will provide technical oversight of the Project and funding for pollinator seed mix and construction services for clearing fields for planting, accounting for 60.2% of the total project cost.

Appendix A-2

PARTNER CONTRIBUTION

1. The Lake Volunteers Association will provide pollinator seed for recreation areas representing 2.1% of the total project cost.
2. The Pheasants Forever/Quail Forever will provide pollinator seed and the use of a Great Plains drill for prairie establishment representing 18.3% of total project cost.
3. The Okaw Valley Jr. High and Sr. High Schools will provide in-kind services in planning the locations, calibrating the drill and setting the depth as well as all planting of donated seed, representing 8.6% of the total project cost.
4. The Sloan Equipment Company, Inc. will provide the use of a tractor for Okaw Valley students to establish the prairie by pulling the Great Plains drill provided by Pheasants Forever/Quail Forever, representing 7.1% of the total project cost.
5. The Illinois Department of Natural Resources will provide in-kind services for prescribed burning and establishment by their Natural Heritage Biologist, representing 2.3% of the total project cost.
6. The National Wild Turkey Federation will provide pollinator seed and in-kind services to perform invasive species eradication, representing 1.4% of total project cost.

Note: Overall project development cost shall be \$70,560.00. Maintenance requirements provided by the Okaw Valley School District valued at \$2,500.00 annually.