

**CHALLENGE PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
and
OZARK KOALA ECOSYSTEMS SERVICES
and
RIVER TO RIVER COOPERATIVE WEED MANAGEMENT AREA
and
ILLINOIS DEPARTMENT OF NATURAL RESOURCES
and
UNION SPORTSMEN'S ALLIANCE
and
SOUTHERN ILLINOIS PRESCRIBED BURN ASSOCIATION
and
ILLINOIS NATIVE PLANT SOCIETY**

THIS AGREEMENT, entered into this 30 day of August, 2019, 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 Ozark Koala Ecosystems Services, represented by the Proprietor; the River to River Cooperative Weed Management Area, represented by the Project Coordinator; the Illinois Department of Natural Resources, represented by the Disabled Outdoor Opportunities Coordinator; the Union Sportsmen's Alliance, represented by the Conservation Manager; the Southern Illinois Prescribed Burn Association, represented by the Coordinator; and the Illinois Native Plant Society, represented by the Treasurer (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 and observation platform with interpretive exhibits, viewing scopes and osprey nesting structures near the Rend Lake will increase the recreational opportunities for the public and habitat for wildlife, including endangered osprey, and

WHEREAS, the Partners are interested in assisting the Government in the construction of the accessible trail, accessible observation platform and osprey nesting structures, and

WHEREAS, it is mutually beneficial to the Government and the Partners to work cooperatively to make this accessible trail and platform available to the public and to provide the nesting structures to increase habitat for endangered species, and

WHEREAS, the Partners, in order to assist the Government in this project, have voluntarily agreed to support a portion of the cost through the contribution of materials and supplies, funds and in-kind services, and

WHEREAS, Section 225 of the Water Resources Development Act of 1992, PL 102-580, (Oct 31, 1992), authorized 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 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 the construction of an accessible observation platform, the construction of a 0.1 mile accessible trail made of crushed aggregate leading from the observation platform to River Road, and the construction and erection of two osprey nesting structures. The Project will also include the purchase of interpretive wayside exhibits and viewing scopes for the observation platform, clearing of invasive species around the wetland, 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, design and construction oversight, and additional labor as necessary. Upon completion of the Project, the Government shall be responsible for all maintenance activities unless delegated to partners through a signed Memorandum of Understanding for this Project.
- c. The Partners shall provide labor to construct and ensure accessibility of the trail and observation platform, assist with invasive species removal in the 7.0 acre area, and construct and erect the osprey nesting structures.

- 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.
- f. 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 costs are projected to be \$80,900.00 and the Partner's contribution required under Article II.c. of this Agreement is projected to be \$32,400.00 worth of Salaries, Materials and Supplies, Equipment Use, and 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."

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 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: Ozark Koala Ecosystems Services
Proprietor
P.O. Box 1767
Marion, IL 62959

River to River Cooperative Weed Management Areas
Project Coordinator
8588 Route 148
Marion, IL 62959

Illinois Department of Natural Resources
Disabled Outdoor Opportunities Coordinator
11731 Highway 37
Benton, IL 62812

Union Sportsmen's Alliance
CEO
4800 Northfield Lane
Spring Hill, TN 37174

Southern Illinois Prescribed Burn Association
Coordinator
945 State Highway 146 W
Golconda, IL 62938

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

If to the Government: U.S. Army Corps of Engineers
Rend Lake Operations Manager
Jackie Taylor
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. 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

Illinois Department of Natural Resources
Region V Office



Jay Williams
Disabled Outdoor Opportunities Coordinator


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

DATE: _____

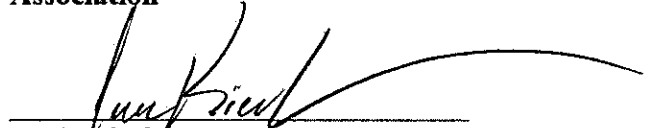
DATE: _____

**River to River Cooperative Weed
Management Area**

**Southern Illinois Prescribed Burn
Association**



Nick Seaton
Project Coordinator

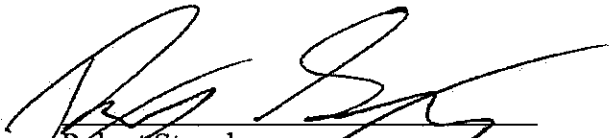


Jessie Riechman
Coordinator

DATE: 8-27-19

DATE: 8/28/19

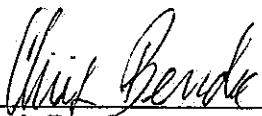
Union Sportsmen's Alliance



Robert Stroede
Conservation Manager

DATE: _____

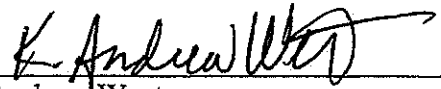
Illinois Native Plant Society



Chris Benda
Treasurer

DATE: _____

Ozark Koala Ecosystems Services



Andrew West
Proprietor

DATE: 8/22/2019

APPENDIX A

Challenge Partnership Financial Work Sheet

Corps Project Name: Rend Lake

Work Project Title: River Road Accessible Trail, Observation Platform, and Osprey Nesting Structures

POC Name: Cassie Magsig

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

Telephone: 618-724-2493

Location on Project: River Road Access Area

Partner Organization 1: Ozark Koala Ecosystems Services

POC Name: Andrew West

Address: P.O. Box 1767 City: Marion State: IL Zip Code: 62959

Telephone: 573-820-1822

Partner Organization 2: River to River Cooperative Weed Management Area

POC Name: Nick Seaton

Address: 8588 Route 148 City: Marion State: IL Zip Code: 62959

Telephone: 815-953-6633

Partner Organization 3: Illinois Department of Natural Resources

POC Name: Jay Williams

Address: 11731 Highway 37 City: Benton State: IL Zip Code: 62812

Telephone: 618-435-8138 ext. 130

Partner Organization 5: Union Sportsmen's Alliance

POC Name: Robert Stroede

Address: 4800 Northfield Lane City: Spring Hill State: TN Zip Code: 37174

Telephone: 615-831-6770

Partner Organization 6: Southern Illinois Prescribed Burn Association

POC Name: Jessie Riechman

Address: 8588 Route 148 City: Marion State: IL Zip Code: 62959

Telephone: 618-967-4213

Partner Organization 7: Illinois Native Plant Society

POC Name: Chris Benda

Address: P.O. Box 271 City: Carbondale State: IL Zip Code: 62903

Telephone: 618-203-6657

Proposed start date of work: October 20, 2019

Simple description of work to be accomplished through the partnership:

- Prep of grounds and construction of a 0.1 mile compacted aggregate accessible trail
- Prep of grounds and construction of an accessible observation platform
- Construction and placement of two osprey nesting structures within the wetland unit
- Removal of invasive species and planting of native wetland plants throughout the entire 7 acres

	Rend Lake COE	Handshake Funds	Ozark Koala Eco Services	River to River CWMA	IDNR
Salaries	\$7,500.00	N/A	\$1,200.00	\$0.00	\$0.00
Travel	\$0.00	N/A	\$0.00	N/A	\$0.00
Materials and Supplies	\$15,000.00	\$20,000.00	\$0.00	\$1,000.00	\$0.00
Equipment Use	\$6,000.00	\$0.00	\$1,000.00	\$2,000.00	\$0.00
Funds Contributed	N/A	N/A	N/A	N/A	N/A
Personal Property	N/A	N/A	N/A	N/A	N/A
Volunteer	N/A	N/A	\$0.00	\$0.00	\$0.00
In-Kind Services	N/A	N/A	\$0.00	\$2,000.00	\$2,000.00
Other (explain below)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$28,500.00	\$20,000.00	\$2,200.00	\$5,000.00	\$2,000.00
Share of Total Cost	35%	25%	3%	6%	2%
		USA	Southern IL PBA	Illinois NPS	Total
Salaries		N/A	N/A	N/A	\$8,700.00
Travel		N/A	N/A	N/A	\$0.00
Materials and Supplies		\$0.00	\$800.00	\$0.00	\$36,800.00
Equipment Use		\$5,000.00	\$400.00	\$0.00	\$14,400.00
Funds Contributed		N/A	N/A	N/A	N/A
Personal Property		N/A	N/A	N/A	N/A
Volunteer		\$0.00	\$0.00	\$0.00	\$0.00
In-Kind Services		\$15,000.00	\$1,000.00	\$1,000.00	\$21,000.00
Other (explain below)		\$0.00	\$0.00	\$0.00	\$0.00
Total		\$20,000.00	\$2,200.00	\$1,000.00	\$80,900.00
Share of Total Cost		25%	3%	1%	100%

Explanations:

- Rend Lake Corps of Engineers O&M and Handshake funds will be used to purchase the materials for the accessible trail and observation platform. Corps of Engineers' equipment will be used to assist with invasive species removal and planting native plants.
- Ozark Koala Ecosystem Services will provide a plan and technical advice on invasive species management and assist with prescribed burning and control of invasive species within the 7-acre location.
- The River to River Cooperative Weed Management Areas will assist with determining a method to remove the invasive species within the 7 acre location.
- The Illinois Department of Natural Resources will assist to ensure both the trail and the observation platform are compliant with accessibility requirements.
- The Union Sportsmen's Alliance will provide volunteers from a variety of special skilled union groups to prep the grounds and construct the trail and observation platform.
- The Southern Illinois Prescribed Burn Association will assist with future burn plans for this area and potentially provide leadership on the day of the burn.
- The Illinois Native Plant Society will provide the design and plan for future management of the native plant species.