

**CHALLENGE PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
and
REND LAKE COLLEGE
and
REND LAKE CONSERVANCY DISTRICT
and
SCHOLASTIC 3-D ARCHERY
and
UNION SPORTSMEN'S ALLIANCE
and
REND LAKE BIKE CLUB
and
ILLINOIS DEPARTMENT OF NATURAL RESOURCES**

THIS AGREEMENT, entered into this 23 day of May, 2019, by and between the Department of the Army (hereinafter the "Government"), represented by the Commander, U.S. Army Corps of Engineers, St. Louis District and Rend Lake College, represented by the President; the Rend Lake Conservancy District, represented by the General Manager; Scholastic 3-D Archery, represented by the Illinois State Coordinator; the Union Sportsmen's Alliance, represented by the Chief Executive Officer; the Rend Lake Bike Club, represented by the President and the Illinois Department of Natural Resources, represented by the Disabled Outdoor Opportunities Coordinator (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 archery complex and a mountain bike trail at Rend Lake will increase the low density recreational opportunities for the public within the North Marcum Multiple Resource Area, and

WHEREAS the Partners are interested in promoting and assisting the Government in providing an accessible archery complex and mountain bike trail, and

WHEREAS, it is mutually beneficial to the Government and the Partners to work cooperatively to make this accessible archery complex and mountain bike trail available to the public, and

WHEREAS, the Partners, in order to assist the Government in this project have voluntarily agreed to provide a portion of the labor and materials in the construction of the accessible archery complex and mountain bike trail, 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 the design and construction of a 20+ target accessible archery trail with caution fencing and signage, 12+ target accessible archery range with shelter, a 12+ mile mountain bike trail, upgrade of the parking areas, 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, oversight of design and construction, 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 design and construct the accessible archery trail including all bow holders and target standards; construct the accessible archery range including the shelter, concrete flooring and sidewalks, concrete target lanes, and bow holders and target standards; design and construct the mountain bike trail; rehabilitation and upgrade of the parking areas and ground preparations for the installation of an accessible comfort station.

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 \$213,000.00, and the Partner's contribution required under Article II.c. of this Agreement is projected to be \$115,000.00. 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 the Partners 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 Partners' required share of total project costs.

2. In the event the final accounting shows that the total contribution provided by the Partners exceeds its required share of total project costs, the Government shall, subject to the availability of funds, refund the excess to the Partners 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 Partners, 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 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 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:

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

Rend Lake Conservancy District
Attn: General Manager
11231 Marcum Branch Road
Benton, IL 62812

Scholastic 3-D Archery
Attn: Illinois State Coordinator
P.O. Box 756
Norris City, IL 62869

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

Rend Lake Bike Club
Attn: President
117 East Smith Street
Benton, IL 62812

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

If to the Government:

U.S. Army Corps of Engineers
Attn: Rend Lake Operations Manager
11981 Rend City Road
Benton, IL 62812

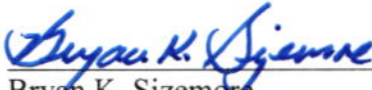
b. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

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

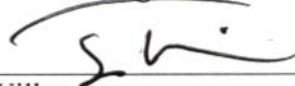
To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party. IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed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

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


Bryan K. Sizemore
Colonel, U.S. Army
District Commander


DATE: 5/23/19

Rend Lake College


Terry Wilkerson
President

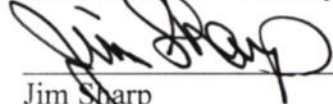
DATE: 5/23/19

Rend Lake Conservancy District


Keith Thomason
General Manager

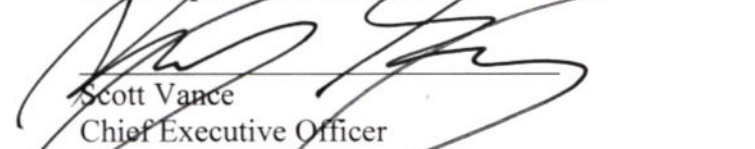
DATE: 5/23/19

Scholastic 3-D Archery


Jim Sharp
Illinois State Coordinator

DATE: 5/23/19

Union Sportsmen's Alliance


Scott Vance
Chief Executive Officer

DATE: 5/23/19

Rend Lake Bike Club


Lee Messersmith
President

DATE: 5/23/19

Illinois Department of Natural Resources


Jay Williams
Disabled Outdoor Opportunities Director

DATE: 5/23/19

APPENDIX A

Challenge Partnership Financial Work Sheet

Corps Project Name: Rend Lake

Work Project Title: Improve the Low Density Recreation Opportunities at North Marcum

POC Name: Cassie Magsig

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

Telephone: 618-724-2493

Location on Project: North Marcum Multiple Resource Area

Partner Organization 1: Rend Lake College

POC Name: Lori Ragland

Address: 468 Ken Gray Parkway City: Ina State: IL Zip Code: 62846

Telephone: 618-437-5321

Partner Organization 2: Rend Lake Conservancy District

POC Name: Keith Thomason

Address: 11231 Marcum Branch Road City: Benton State: IL Zip Code: 62812

Telephone: 618-439-4321

Partner Organization 3: Illinois Scholastic 3-D Archery

POC Name: Jim Sharp

Address: P.O. Box 756 City: Norris City State: IL Zip Code: 62869

Telephone: 618-384-9975

Partner Organization 4: 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 5: Rend Lake Bike Club

POC Name: Lee Messersmith

Address: 117 East Smith Street City: Benton State: IL Zip Code: 62812

Telephone: 618-993-0318

Partner Organization 6: 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

Proposed start date of work: June 1, 2019

Simple description of work to be accomplished through the partnership:

- Preparation of grounds and construction of an approximately 0.5 mile accessible archery trail dressed with compacted aggregate, with at least 20 shooting lanes with targets and caution fencing with signage, a minimum of one bow holder per shooting station, as well as one bow hanger on each target.
- Preparation of grounds and construction of an accessible archery range including a 240 foot concrete sidewalk, a 10' x 80' shooting shelter with concrete floor, concrete target lanes, permanent targets and target standards, an elevated shooting platform with 3D targets, and signage for target lengths and rules.
- Construction of a 12+ mile mountain bike trail involving clearing shrubs, invasive species, and down trees to create a paths through the forests. A bike maintenance station and any necessary signage may be placed near the entrance to the trail.
- Preparation of grounds and upgrading of the approximately one acre of parking areas, expanding the current lot, milling the existing pavement, and the addition of rock.
- Future additions if funding allows – installation of comfort station and asphaltting of the parking area and roadway.

Double click on spreadsheet to access data entry fields:

	Rend Lake COE	Rend Lake College	Conservancy District	Scholastic 3-D Archery	Union Sports. Alliance
Salaries	\$10,000.00	\$4,000.00	\$6,000.00	N/A	\$3,000.00
Travel	\$0.00	N/A	N/A	N/A	\$1,000.00
Materials and Supplies	\$88,000.00	\$10,000.00	N/A	\$0.00	\$15,000.00
Equipment Use	\$0.00	\$2,000.00	\$14,000.00	\$0.00	\$12,000.00
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	\$3,000.00	\$2,000.00	\$3,000.00	\$27,000.00
In-Kind Services	N/A	\$0.00	\$0.00	\$0.00	\$0.00
Other (explain below)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$98,000.00	\$19,000.00	\$22,000.00	\$3,000.00	\$58,000.00
Share of Total Cost	46%	8%	11%	2%	27%
	Rend Lake Bike Club	IL Dept. Natural Res.			Total
Salaries	N/A	N/A			\$3,000.00
Travel	N/A	N/A			\$1,000.00
Materials and Supplies	\$4,000.00	\$0.00			\$19,000.00
Equipment Use	\$0.00	\$0.00			\$12,000.00
Funds Contributed	N/A	N/A			N/A
Personal Property	N/A	N/A			N/A
Volunteer	\$8,000.00	\$1,000.00			\$39,000.00
In-Kind Services	\$0.00	\$0.00			\$0.00
Other (explain below)	\$0.00	\$0.00			\$0.00
Total	\$12,000.00	\$1,000.00			\$213,000.00
Share of Total Cost	5%	1%			100%

Explanations:

Corps funds will procure the rock and concrete needed for the trail and range accessibility, rock needed for the parking upgrade, the range shelter to keep the shooters out of the elements, the entrance sign, the caution fencing and signage, and an accessible comfort station in the future if funding permits.

- Salaries for overseeing Project: \$10K
- Range shelter: \$25K
- Parking area upgrades: \$20K
- Caution signage and fencing: \$15K
- Entrance and rules signage: \$15K
- Concrete for sidewalk, shelter, and shooting lanes: \$8K (use RLCD's slip form paver for sidewalk)
- Rock for trail and under concrete: \$5K

Total: \$98K

Partner funds will procure the trail and range targets, materials for target standards, and a bike maintenance station. Partners will also donate equipment, fuel, and labor to complete the Project.

RL College: Materials, labor, and construction of bow hangers and target standards for trail and range: \$10K
Purchase of permanent targets for trail and range: \$9K

RL Conservancy District: Equipment, fuel & labor for construction and installation of archery trail: \$11K
Equipment, fuel & labor for layout of mountain bike trail: \$8K
Installation of the caution fencing with signage surrounding the trail: \$3K

Scholastic 3-D Archery: Professional Services for trail and range design and promotions: \$3K

Union Sportsmen's Alliance: Professional Services working as liaison between COE and unions, and promoting the Project through their organization and media: \$4K

- Materials for the elevated shooting platform: \$15K
- Construction of the accessible concrete lanes, sidewalks, and shelter floor: \$6K
- Installation of the bow hangers and target stands: \$2K
- Labor and potentially equipment and fuel for the upgrades to the parking areas: \$14K
- Prep range grounds for accessible concrete target lanes, sidewalks, and shelter: \$5K
- Construction (assembly) of the range shelter and elevated shooting platform: \$12K

Rend Lake Bike Club: Professional Services to design mountain bike trail: \$2K
Construction of the mountain bike: \$6K
Purchase and installation of bike maintenance station and trail directional signage: \$4K

IDNR: Professional Services to ensure the trail and range are accessible: \$1K

Total: \$115K