

CHALLENGE PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
Backcountry Hunters & Anglers (IL Chapter)
AND
Lake Shelbyville Youth Ambassadors
AND
Illinois S3DA Conservation Program

THIS AGREEMENT, entered into this 10th day of July, 2023, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander, U.S. Army Corps of Engineers, St. Louis District, and Backcountry Hunters & Anglers (ILBHA), Lake Shelbyville Youth Ambassadors (LSYA) and Illinois S3DA Conservation Program (hereinafter the "Partners"), represented by ILBHA co-chairman, LSYA school administrators and ILS3DA Conservation Coordinator.

WITNESSETH, THAT:

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

WHEREAS, the development of the Lake Shelbyville Archery Park at Opossum Creek Recreation Area on 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 Archery Park in the Opossum Creek Recreation Area, and

WHEREAS, it is mutually beneficial to the Government and the Partners to work cooperatively to make this Archery Park available to the public, and

WHEREAS, the Partner, in order to assist the Government in this project has 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 Partner 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 the development of the Lake Shelbyville Archery Park in Opossum Creek Recreation Area on Lake Shelbyville, as generally described in the Master Plan, dated September 2016, and approved by Colonel Anthony P. Mitchell on January 30, 2017.

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, and technical oversight of the Project; Shown in Appendix A-1.

c. The Partners shall provide in-kind services and materials, representing 44.8% of the total cost associated with the development of the Project; 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 Partner and a current projection of total project costs. At least quarterly, the Government shall

provide the Partner 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 Partner's 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 \$86,100, shown in Appendix B, and the Partner's contribution required under Article II.b. of this Agreement is projected to be 44.8 % of the project total cost which will include contributions of in kind services and volunteer labor. Such amounts are estimates subject to adjustment and are not to be construed as the total financial responsibilities of the Government and the Partners.

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 Partner's required share of total project costs.

2. In the event the final accounting shows that the total contribution provided by the 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 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

The 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 the Partners fail 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 either 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 Partners elect to terminate this Agreement.

c. In the event that either party elects to terminate this Agreement pursuant to this Article, both 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 by telegram, or mailed either by first-class, registered, or certified mail, as follows:

If to the Partner: Mr. Andrew Kazenski
 Illinois Backcountry Hunters & Anglers
 725 W Alder Suite 11
 Missoula, MT 59802

If to the Government: Jon D. Summers
 Operations Manager
 Lake Shelbyville Project Office
 1989 State Hwy 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, Readiness and Regulatory Division., St. Louis District.

The Department of the Army

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BY: NTHONY.1143219980 9980
Date: 2023.07.10 11:31:57 -05'00'

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

DATE: 7/10/2023

Backcountry Hunters & Anglers

Frankie
BY: McBurney Olson Digitally signed by Frankie
McBurney Olson
Date: 2023.07.11 11:46:52
-06'00'

Frankie McBurney Olson
Director of Operations

DATE: 7/11/2023

Illinois S3DA Conservation Program

BY: Andrew Kazenski
Andrew Kazenski
S3DA Conservation Coordinator

DATE: 7/14/2023

Lake Shelbyville Youth Ambassadors

BY: Kyle Ladd
Kyle Ladd
Shelbyville High School Principal

DATE: 7/17/2023

Appendix A-1

GOVERNMENT FURNISHED LABOR, MATERIALS AND EQUIPMENT

1. The Government will provide technical oversight and coordination of the Lake Shelbyville Archery Park development, accounting for 26 % of the total project costs.
2. The Government will coordinate acquisition of construction services and materials funded by the Corps of Engineers Handshake Partnership Program, comprising 29% of the total project cost.

Appendix A-2

PARTNER CONTRIBUTION

1. BHA, LSYA and Illinois S3DA Conservation Program shall provide in-kind services and volunteers, representing 44.8 % of the total cost associated with the development of Lake Shelbyville Archery Park. Labor, design services, and equipment shall represent the in-kind service provided under this agreement. The ILBHA is the primary partnering entity under this agreement, and will be supported by the following affiliated organizations:

- a. Lake Shelbyville Youth Ambassadors
- b. Illinois S3DA Conservation Program

Appendix B Challenge Partnership Financial Work Sheet

Corps Project Name: Lake Shelbyville
Work Project Title: Lake Shelbyville Archery Park
POC Name: Cory Donnel
Address: 1989 State Hwy 16 City: Shelbyville State: IL Zip Code: 62565
Telephone: 217-774-3951 x7001
Location on Project: Opossum Creek Recreation Area

Partner Organization 1: Backcountry Hunters & Anglers
POC Name: Andrew Kazenski
Address: 725 W Alder Suite 11
City: Missoula State: MT Zip Code: 59802
Telephone: 217-502-0165

Partner Organization 2: Illinois S3DA Conservation Program
POC Name: Andrew Kazenski
Address: 701 E 2685 N Rd City: Moweaqua State: IL Zip Code: 62550
Telephone: 217-502-0165

Partner Organization 3: Lake Shelbyville Youth Ambassadors
POC Name: Kyle Ladd
Address: 1001 West North 6th St. City: Shelbyville State: IL Zip Code: 62565217
Telephone: 217-774-3926

Start Date of Work: August 1, 2022

Description of Work: The Lake Shelbyville Archery Park project will develop a fifteen-station archery range with target distances ranging from 20 yards to 80 yards; a three-station youth archery range; and a fifteen-station archery trail. In addition, associated parking and barrier-reduced walking paths will be developed servicing the archery range and archery trail.

Project Objectives: Grant funding would support the development of an accessible archery park in the Opossum Creek Recreation Area. Opossum Creek Archery Park will endeavor to serve as a valued recreational, educational, and stewardship resource, and support an outdoor heritage that is deeply engrained in the cultural fabric of the region. Backcountry Hunters & Anglers (BHA), Illinois S3DA Conservation Program and Lake Shelbyville Youth Ambassadors, are involved with the development of this project demonstrating strong interest in the project at a local level and beyond. This multiple purpose project is divided into two development phases. This 2023 Handshake Partnership package will fund Phase 1 of the project and proposes the development of the following facilities: a fifteen-station 3-D archery trail with target distances ranging from 10 yards to 80 yards and an accessible 3 station archery practice range. Future development proposes an elevated shooting platform. Phase 2 of the archery park will be added through future collaborative and funding opportunities. The new Opossum Creek Archery Park facility will support and advance collaborative initiatives, fulfill customer demands, promote quality outdoor experiences for an array of user groups, and

support the environmental and recreational missions of the Corps of Engineers.

	Local Corps Office	Handshake Funds	S3DA	BHA	Lake Shelbyville Youth Ambassadors	Partner 4
Salaries	\$12,500	N/A	\$0	\$0	\$0	\$0
Travel	\$0	N/A	\$0	\$0	\$0	\$0
Materials and Supplies	\$10,000	\$1,348	\$0	\$0	\$0	\$0
Equipment Use Funds	\$0	\$0	\$0	\$0	\$0	\$0
Contributed Personal	N/A	N/A	\$0	\$0	\$0	\$0
Property	N/A	N/A	\$0	\$0	\$0	\$0
Volunteer	N/A	N/A	\$2,750	\$8,250	\$10,314	\$0
In-Kind Services	N/A	N/A	\$6,585	\$10,705	\$0	\$0
Other (explain below) *	\$0	\$23,649	\$0	\$0	\$0	\$0
Total	\$22,500	\$24,996	\$9,335	\$18,955	\$10,314	\$0
Share of Total Cost	26.1%	29.0%	10.8%	22.0%	12.0%	0.0%
	55.2%					

Explanations: Handshake funds shall be utilized to fund:

- *Indefinite Quantities (IDIQ) Contract to provide construction services (site preparation, parking lot striping & concrete) = \$23,649
- Signage for range area and parking lot = \$1,348

Partner Contributions:

Backcountry Hunters and Anglers - Contribute resources and services to acquire targets and coordinate in-kind contributions. Provide volunteer labor for construction of the ranges.

S3DA Conservation Program - Contribute resources and services to provide final course design and provide volunteer labor for construction of the ranges.

Lake Shelbyville Youth Ambassadors - Provide students for field days to assist with range construction.

Note: Overall project development cost shall be \$86,100.00. Maintenance requirements provided by the Lake Shelbyville Youth Ambassadors valued at \$2,500.00 annually. Maintenance contribution value projected over the life of the project shall be \$75,000.00. Total project value for facility over expected operational life is \$161,100.00.