

CHALLENGE PARTNERSHIP AGREEMENT BETWEEN
THE DEPARTMENT OF THE ARMY AND
Illinois Department of Natural Resources
AND
Rend Lake College
AND
Rend Lake Conservancy District
AND
Rend Lake Area Tourism Council
AND
AshBeas Rend Lake E-Bike Rentals
AND
Rend Lake Bike Club
AND
River to River Runners

THIS AGREEMENT, entered into this 23 day of August, 2024, by and between the Department of the Army (hereinafter the "Government"), represented by the Chief, Operations, Readiness and Regulatory Division, U.S. Army Corps of Engineers, St. Louis District, and the Illinois Department of Natural Resources (IDNR), Rend Lake College, Rend Lake Conservancy District, Rend Lake Area Tourism Council, AshBeas Rend Lake E-Bike Rentals, Rend Lake Bike Club and the River to River Runners.

WITNESSETH, THAT:

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

WHEREAS, the development of the multipurpose Rend Lake Bike Trail (RLBT) at multiple recreation areas at Rend Lake will increase the recreational opportunities for the public, and

WHEREAS the Partners are interested in promoting and assisting the Government in providing this bike trail at Rend Lake.

WHEREAS, it is mutually beneficial to the Government and the Partners to work cooperatively to improve this bike trail available to the public, and

WHEREAS, the Partners, 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 enhancement of Rend Lake trails, as generally described in the Master Plan, dated November 2018, and approved by Colonel Bryan K. Sizemore on 28 November, 2018.

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.

c. The Partners shall provide in-kind services and materials, representing 43.5% of the total cost associated with the development of the Project; shown in Appendix A.

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 \$74,314, shown in Appendix B, and the Partner's contribution required under Article II.b. of this Agreement is projected to be 43.5 % 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 Partners: See Appendix B

If to the Government: Jacqueline Taylor, Operations Manager
Rend Lake Project Office
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, Readiness and Regulatory Division., St. Louis District.

The parties have executed this Challenge Partnership Agreement as of the last date indicated below.

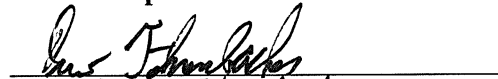
U.S. Army Corps of Engineers
St. Louis District



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

Date: 8/23/2024

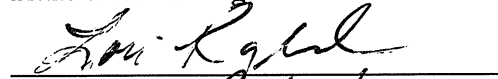
Illinois Department of Natural Resources



Name Drew Fahrenbacher
Title Site Assistant Superintendent

Date: 8/23/2024

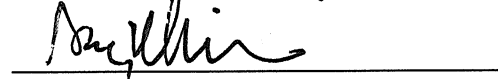
Rend Lake College



Name Lori Rayland
Title Executive Vice President

Date: 8/23/24

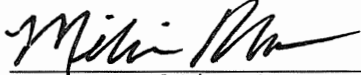
Rend Lake Conservancy District



Name Gary Williams
Title General Manager

Date: 8/23/2024

Rend Lake Area Tourism Council

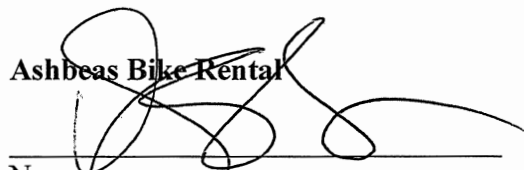


Name Miki Klus

Title Director of Finance

Date: 8/23/24

Ashbeas Bike Rental

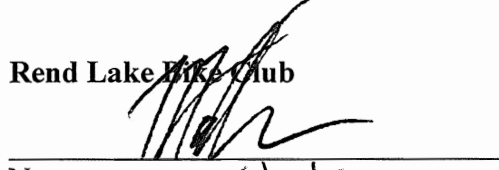


Name

Title OWNER

Date: 8/28/24

Rend Lake Bike Club

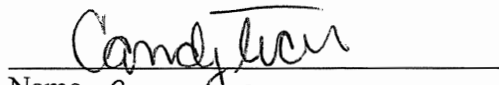


Name Matt Gholson

Title Rend Lake Bike Club President

Date: 8/29/24

River to River Runner



Name

Title Race Director

Date: Aug 23, 2024

Appendix A

GOVERNMENT FURNISHED LABOR AND EQUIPMENT

USACE Rend Lake Project funds will cover expenses related to installation of the outdoor water fountain, emergency bike repair stations, and wayfinding panels.

- Salaries for overseeing bike trail enhancement project: **\$5,000**
- Salaries for installation of water fountain, repair stations, and panels: **\$7,000**
- Update Trail brochures: **\$2,500**
- Printing (10,000 copies): **\$2,500**

Total: \$17,000

Handshake Funds will cover the cost of following supplies and materials:

- 3 Deluxe Bike Repair Stations: \$7,000
- 3 Bike Pumps with Gauges: \$2,400
- 1 Outdoor Two-level Drinking Fountain: \$3,600
- Wayfinding Display outside the Rend Lake Visitor Center: \$2,800
- Fabrication of 4'x6' Max-metal sign with laminate: \$2,100
- Materials (sign posts, hardware, concrete): \$900
- Wayfinding Signage along COE roadways between existing Bike Trail: \$3,000
- Fabrication of (5) 2'x2' Max-metal signs with laminate: \$1,100
- Materials (sign posts, hardware, concrete): \$2,100

Total: 25,000

PARTNER CONTRIBUTIONS

Partner funds will be used to (1) plan RLBT improvements (2) design wayfinding/interpretative panels, and (3) execute a special event on the RLBT.

- Illinois Department of Natural Resources (Wayne Fitzgerrell State Park, Site Superintendent)
 - Professional services for consultation and planning for existing RLBT improvements and regional connectivity: **\$3,520**
- Rend Lake College
 - Professional services for consultation and planning for existing RLBT improvements and regional connectivity: **\$3,840**
- Rend Lake Conservancy District
 - Professional services for consultation and planning for existing RLBT improvements and regional connectivity: **\$6,160**
- Rend Lake Area Tourism Council
 - Graphic design work for wayfinding/interpretative signage that will lead riders on and between marked trail sections; and brochure updates: **\$7,400**
- AshBeas Rend Lake E-Bike Rentals
 - Use of electric bikes for interpretative programming on RLBT: **\$1,350**
- Rend Lake Bike Club
 - Continued maintenance of Rend Lake Mountain Bike Trails: **\$2,544**
- River to River Runners
 - Planning and execution of Rend Lake Marathon on the Rend Lake Bike Trail: **\$7,500**

Total: \$32,314

