

CHALLENGE PARTNERSHIP AGREEMENT  
BETWEEN  
THE DEPARTMENT OF THE ARMY  
and  
ILLINOIS DEPARTMENT OF NATURAL RESOURCES  
and  
ALAN CROCKER  
and  
BROMLEY TRUCKING, LLC  
and  
MCKENDREE UNIVERSITY BASS FISHING TEAM  
and  
HIGHLAND HIGH SCHOOL BASS FISHING CLUB  
and  
CARLYLE HIGH SCHOOL BASS FISHING CLUB  
and  
LAKE VOLUNTEER ASSOCIATION

THIS AGREEMENT, entered into this 15<sup>th</sup> day of March, 2016, 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 Illinois Department of Natural Resources, represented by the Reservoir Biologist, and the individual Alan Crocker, and Bromley Trucking, LLC doing business as Bromley Excavating, represented by the Managing Member, and the McKendree University Bass Fishing Team, represented by the Team Coach, and the Highland High School Bass Fishing Club, represented by the Team Coach, and the Carlyle High School Bass Fishing Club, represented by the Principal, and the Lake Volunteer Association, represented by the President, (hereinafter collectively the "Partners").

WITNESSETH, THAT:

WHEREAS, the Government manages lands and waters at Carlyle Lake which includes an environmental stewardship mission, and

WHEREAS, the improvement of fisheries habitat and brood pond facilities will increase and improve the lake's fishery population, and

WHEREAS the Partners are interested in promoting and assisting the Government in providing this facility, and

WHEREAS, it is mutually beneficial to the Government and the Partners to work cooperatively to improve these fisheries habitats, and

WHEREAS, the Partners, in order to assist the Government in this project have voluntarily agreed to pay a portion of the cost and provide labor, 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 all efforts resulting in the planning and construction of a fisheries habitat improvement project at the James Hawn Access Area.
- b. The term "total project costs" shall mean all costs incurred by the Government and the Partners directly related to implementation and installation of the project, estimated in the "Challenge Partnership Financial Work Sheet", identified in appendix "A".
- 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.
- e. For accounting purposes of the Cost Share Control Record any Salaries, Travel, Material and Supplies, Equipment, Volunteers, or In-Kind Services provided by the Partners will be considered Work In-Kind (WIK).

## 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 will provide oversight for the development and design of the project, and the following materials and equipment for construction: 250 tons of 50 pound rip rap, 40 hours of track hoe, 26 hours of tandem dump truck, 40 hours of low pressure dozer, aquatic vegetation (water willow and bald cypress trees), rough cut oak planks, and miscellaneous materials to complete the project.

c. The Partners will provide: use of a tandem dump truck, artificial fish habitat structures, technical support and assist in project design, and volunteer labor to plant aquatic vegetation and place fish structures in the area.

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. On the effective date of this Agreement, total project costs are projected to be \$33,555.00 and the Partner's contribution required under Article II.c. of this Agreement is projected to be \$7,555.00. 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 the contribution required under Article II.c. of this Agreement.

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 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, 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 there from.

#### 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 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 Partner elects to terminate this Agreement.

c. In the event that any 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. 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 mailed either by first-class, registered, or certified mail, as follows:

If to the Partner: Illinois Department of Natural Resources  
Rob Maher – Reservoir Biologist  
One Confluence Way  
East Alton, IL 62024

Alan Crocker  
22135 East Road  
Carlyle, IL 62231

Bromley Excavating  
Kenny Bromley  
481 Railroad Street  
Beckemeyer, IL 62219

McKendree University Bass Fishing Team

Jon Rinderer  
1115 Mt. Gilead Road  
Greenville, IL 62246

Highland High School Bass Fishing Club  
Jon Rinderer  
1115 Mt. Gilead Road  
Greenville, IL 62246

Carlyle High School Bass Fishing Club  
Joe Wilkerson  
1449 12<sup>th</sup> Street  
Carlyle, IL 62231

Lake Volunteers Association  
Eric Maxey  
P.O. Box 23  
Shelbyville, IL 62265

If to the Government: Robert S. Wilkins, Project Manager  
Carlyle Lake  
801 Lake Road  
Carlyle, IL 62231

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.

The Department of the Army

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

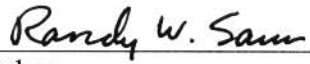
DATE: 15-March-2016

McKendree University Bass Fishing Team

BY:   
Jon Rinderer  
Team Coach

DATE: 4-11-16

Illinois Department of Natural Resources

BY:   
Rob Maher  
Reservoir Biologist

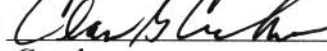
DATE: 4/14/16

Highland High School Bass Fishing Club

BY:   
Jon Rinderer  
Team Coach

DATE: 4-11-16

Alan Croker

BY:   
Alan Croker


DATE: 22 March 2016

Carlyle High School Bass Fishing Club

BY:   
Joe Wilkerson  
Principal

DATE: 5-4-16

Bromley Trucking, LLC

BY:   
Kenny Bromley  
Managing Member

DATE: 4-8-16

Lake Volunteer Association

BY:   
Eric Maxey  
President

DATE: 4/20/16

## APPENDIX A

### Challenge Partnership Financial Work Sheet

Corps Project Name: Carlyle Lake Project

Work Project Title: Fisheries Habitat Improvement at James Hawn Brood Pond Access Area

POC Name: Robert S. Wilkins

Address: 801 Lake Road City: Carlyle State: IL Zip Code: 62231

Telephone: 618-594-2484

Location on Project: James Hawn Brood Pond Access Area

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Partner Organization 1: Illinois Department of Natural Resources (IDNR)

POC Name: Rob Maher – Reservoir Biologist

Address: One Confluence Way City: East Alton State: IL Zip Code: 62024

Telephone: 618-468-2852

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Partner Organization 2: Alan Crocker (AC)

POC Name: Alan Crocker

Address: 22135 East Road City: Carlyle State: IL Zip Code: 62231

Telephone: 618-780-2504

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Partner Organization 3: Bromley Excavating (Bromley)

POC Name: Kenny Bromley

Address: 481 Railroad Street City: Beckemeyer State: IL Zip Code: 62219

Telephone: 618-227-8713

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Partner Organization 4: McKendree University Bass Fishing Team (MU)

POC Name: Jon Rinderer

Address: 1115 Mt. Gilead Road City: Greenville State: IL Zip Code: 62246

Telephone: 618-541-2177

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Partner Organization 5: Highland High School Bass Fishing Club (HHS)

POC Name: Jon Rinderer

Address: 1115 Mt. Gilead Road City: Greenville State: IL Zip Code: 62246

Telephone: 618-541-2177

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Partner Organization 6: Carlyle High School Bass Fishing Club (CHS)

POC Name: Joe Wilkerson

Address: 1449 12<sup>th</sup> Street City: Carlyle State: IL Zip Code: 62231

Telephone: 618-594-4493

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Partner Organization 7: Lake Volunteers Association (LVA)

POC Name: Eric Maxey

Address: P.O. Box 23 City: Shelbyville State: IL Zip Code: 62565

Telephone: 217-663-4138

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Proposed start date of work: 20 March 2016

Simple description of work to be accomplished through the partnership:

Work to be accomplished will include excavation of silt and sedimentation adjacent to the James Hawn Brood Pond outflow structure. Excavation of channels approximately 200 feet long by 20 feet wide by eight feet deep, construction of small habitat islands armored with 50 pound rip rap, and planting of aquatic vegetation and cypress trees for bank stabilization. The project improves fisheries habitat and increases recreational opportunities on the public lands managed by the U.S. Army Corps of Engineers at Carlyle Lake. All regulatory permits have been approved for this project.

Explanations:

Partner 1, IDNR will provide technical support and assist in the project design through guidance from the Reservoir Biologist.

Partner 2, LTF, will provide necessary materials to construct artificial fish habitat structures to be placed in the project area.

Partner 3, Bromley, will provide 14 hours of tandem dump truck time to be used for hauling off disposal materials.

Partner 4, MU, will provide volunteer hours to construct and place fish structures, and assist in planting aquatic vegetation and cypress trees in the area.

Partner 5, HHS, will provide volunteer hours to construct and place fish structures, and assist in planting aquatic vegetation and cypress trees in the area.

Partner 6, CHS, will provide volunteer hours to construct and place fish structures, and assist in planting aquatic vegetation and cypress trees in the area.

Partner 7, LVA, will provide necessary materials to construct fish structures in the project area.

	Local Corps Office	USACE Handshake Funds	Partner 1, IDNR	Partner 2, AC	Partner 3, Bromley	Partner 4, MU
Salaries	\$3,000	N/A	\$1,163	\$0	\$0	\$0
Travel	\$0	N/A	\$0	\$0	\$0	\$0
Materials and Supplies	\$1,000	\$10,000	\$0	\$1,000	\$0	\$0
Equipment Use	\$2,000	\$10,000	\$0	\$0	\$1,200	\$0
Funds Contributed	N/A	N/A	\$0	\$0	\$0	\$0
Personal Property	N/A	N/A	\$0	\$0	\$0	\$0
Volunteer	N/A	N/A	\$0	\$0	\$0	\$923
In-Kind Services	N/A	N/A	\$0	\$0	\$0	\$0
Other (explain below)	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total</b>	<b>\$6,000</b>	<b>\$20,000</b>	<b>\$1,163</b>	<b>\$1,000</b>	<b>\$1,200</b>	<b>\$923</b>
<b>Share of Total Cost</b>	17.9%	59.6%	3.5%	3.0%	3.6%	2.8%

	Partner 5, HHS	Partner 6, CHS	Partner 7, LVA	Total
Salaries	\$0	\$0	\$0	\$4,163
Travel	\$0	\$0	\$0	\$0
Materials and Supplies	\$0	\$0	\$500	\$12,500
Equipment Use	\$0	\$0	\$0	\$13,200
Funds Contributed	\$0	\$0	\$0	\$0
Personal Property	\$0	\$0	\$0	\$0
Volunteer	\$923	\$1,846	\$0	\$3,692
In-Kind Services	\$0	\$0	\$0	\$0
Other (explain below)	\$0	\$0	\$0	\$0
<b>Total</b>	<b>\$923</b>	<b>\$1,846</b>	<b>\$500</b>	<b>\$33,555</b>
<b>Share of Total Cost</b>	2.8%	5.5%	1.5%	100%