

**Challenge Cost-sharing Agreement Between  
The Department of the Army and South Louisiana Trailblazers, Inc.**

THIS AGREEMENT, entered into this 14 day of July, 2000, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander, U.S. Army Engineer District, New Orleans and the South Louisiana Trailblazers, Inc. (hereinafter the "Partner"), represented by the President of the Trailblazers.

WITNESSETH, THAT:

WHEREAS, the Government manages lands and waters at the Bonnet Carré Spillway which includes recreational opportunities for the public including all terrain vehicles (ATV), and

WHEREAS, the installation of trails and tracks in the designated ATV Areas 1 and 2 in Bonnet Carré Spillway will safely increase the recreational opportunities for the public, and

WHEREAS the Partner is interested in promoting and assisting the Government in providing these designated ATV areas, and

WHEREAS, it is mutually beneficial to the Government and the Partner to work cooperatively to make these designated ATV areas available to the public, and

WHEREAS, the Partner, in order to assist the Government in this project has voluntarily agreed to build and maintain the trails and tracks, 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 Partner 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 Partner agree as follows:

**ARTICLE I. DEFINITIONS AND GENERAL PROVISIONS**

a. The term "Project" shall mean the trails and tracks to be constructed and maintained within the designated ATV Areas 1 and 2. Area 1 is approximately 450 acres located between Highway 61, the Barbar Canal, Illinois Central Railroad trestle and the main spillway road. Area

2 is approximately 379 acres and located between the upper suction canal, range line 8 not to include the wetland area, and the main spillway road. See attached map.

b. The term “total project costs” shall mean all costs incurred by the Government and the Partner directly related to construction, operation and maintenance of trails and tracks within the designated ATV areas.

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. This agreement in no way restricts the Partner from accepting contributions from individuals and groups, including governmental entities.

e. 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.

f. It is understood that the Bonnet Carré Spillway is a public facility and the Project, property, facilities or improvements placed within the Bonnet Carré Spillway can not be closed to public use except under the provisions of the special events permit program.

g. It is understood that the Bonnet Carré Spillway is a flood control structure of national importance, the operation of which is directed by the Corps of Engineers. There will be no claim for damages by the Partner or its members should operation of the spillway cause the lose of the Project or a portion thereof.

## ARTICLE II. OBLIGATIONS OF THE PARTIES

a. The Partner shall 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 shall be exclusively within the control of the Government.

b. The Partner shall provide, according to industry standards:

### Area 1:

- (1) Layout, construct and maintain approximately 19 miles of trail network,
- (2) Layout, construct and maintain motorcross track,
- (3) Layout, construct and maintain junior motorcross track,
- (4) Layout, construct and maintain acceleration track,
- (5) Layout, construct and maintain go cart track,
- (6) Layout, construct and maintain mug bog,
- (7) Layout, construct and maintain oval track,

- (8) Layout, construct and maintain grand prix track,
- (9) Other trails, tracks, etc., as agreed to by both the Government and the Partner,
- (10) Layout, buy materials, construct and maintain bridges that cross wet areas,
- (11) Install and maintain trail markers,
- (12) Prepare an area map showing the proposed location of all trails, bridges and various tracks. This map will be update to show what is actually built,

Area 2:

- (13) Layout, construct and maintain approximately 21 miles of trail network,
- (14) Layout, buy materials, construct and maintain bridges that cross wet areas,
- (15) Install and maintain trail markers,
- (16) Prepare an area map showing the location of all trails and bridges.

c. The Government shall provide:

Area 1:

- (1) Guidance from Corps personnel on location of trails and tracks,
- (2) Plans and specifications for bridge construction,
- (3) Inspection of bridges and survey plots.
- (4) Install and maintain.

Area 2:

- (5) Guidance from Corps personnel on location of trails, particularly to avoid potential wetland area problems,
- (6) Plans and specifications for bridge construction,
- (7) Provide Louisiana Department of Natural Resources (DNR) design map for approval before construction,
- (8) Inspection of bridges and survey plots.
- (9) Install and maintain.

**\*Note:** The Government will provide DNR the map of Area 2 trails and 15 day notification of the opening date of Area 2. They will inspect the trail area one year following its opening to assess the degree of wetland impact, if any. Any future changes in trail layout either by the Corps, the Partner or users, or changes in other aspects of the Project, will require submittal of a Consistency Determination modification to DNR for the Project before any changes can be made. The Partner is responsible for construction and maintenance of any addition to or relocation of trails and/or bridges.

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.

f. In the event of a natural disaster or flood event, the Government and the Partner will meet to mutually decide which damaged or destroyed features will be repaired and/or replaced.

g. To keep the lines of communication operating, the Government and the Partner will notify each other at least two (2) weeks in advance before work is to commence within Areas 1 and 2. This will include, but not be limited to, construction of trails, tracks, sand hauling, bushhogging, dozing of trees, etc. The Government will coordinate this communication with the senior park ranger and the Partner will coordinate with the President of their club.

### ARTICLE III. METHOD OF PAYMENT

a. The Government shall maintain current records of contributions of work-in-kind labor hours and materials 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. On the effective date of this Agreement, total Project cost is projected to be \$49,312.00, and the Partner's contribution required under Article II.b. of this Agreement is projected to be \$38,632.00 of work-in-kind and materials. Such amounts are estimates subject to adjustment and are not to be construed as the total financial responsibilities of the Government and the Partner.

b. Upon completion of the Project and resolution of all relevant claims and appeals, the Government shall conduct a final accounting and furnish the Partner 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. 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. These will include, but are 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 V. RELATIONSHIP OF PARTIES

a. In the exercise of their respective rights and obligations under this Agreement, the Government and the Partner 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 VI. 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 VII. 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 VIII. TERMINATION OR SUSPENSION

a. If at any time the 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 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. 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.

c. 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 IX. 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:

## Challenge Cost-sharing Financial Work Sheet

Project Name: Bonnet Carré Spillway

Contact person: Gregory Malon

Address: P.O. Box 216, Norco, Louisiana 70079

Phone: 504-764-0126

Work Project Title: Designated ATV Areas 1 and 2

Location: Bonnet Carré Spillway

Proposed date of work: \_\_\_\_\_

Description of work: The Partner shall layout, construct and maintain at least 40 miles of 6 feet wide trail network, a motorcross track, a junior motorcross track, an acceleration track and bridges that cross wet areas. They will also install and maintain trail markers and prepare an area map showing the proposed location of all trails, bridges and various tracks that will be updated to show what is actually built. The Government shall provide guidance from Corps personnel on the location of trails and tracks, plans and specifications for bridge construction, provide Louisiana Department of Natural Resources (DNR) a design map for approval before construction and will annually inspect bridges and survey plots.

Partner: South Louisiana Trailblazers, Inc.

Contact person: Bruce Roeder, president

Address: P.O. Box 223, Luling, Louisiana 70070

Phone: 504-785-9584

	Corps	Partner	Total
Salaries	\$ <u>5,680</u>	\$ <u>12,632</u>	\$ <u>18,312</u>
Travel	\$ _____	\$ _____	\$ _____
Materials and Supplies	\$ <u>5,000</u>	\$ <u>26,000</u>	\$ <u>26,000</u>
Equipment Use	\$ _____	\$ _____	\$ _____
Cash/Funds	\$ _____	\$ _____	\$ _____
Personal Property	\$ _____	\$ _____	\$ _____
Other	\$ _____	\$ _____	\$ _____
Contingencies	\$ _____	\$ _____	\$ _____
<b>Total</b>	\$ <u>10,680</u>	\$ <u>38,632</u>	\$ <u>49,312</u>
<b>Share of total cost</b>	<u>22</u> %	<u>78</u> %	