



DEPARTMENT OF THE ARMY
US ARMY CORPS OF ENGINEERS
NEW ENGLAND DISTRICT
696 VIRGINIA ROAD
CONCORD MA 01742-2751

CENAE-OD

21 July 2015

MEMORANDUM THRU Deputy Chief, Operations Division *LR* 21 Jul 15

TO Chief, Operations Division

SUBJECT: Challenge Partnership Agreement for Edward MacDowell Lake's Turtle Habitat Restoration Project

1. In accordance with ER 1130-2-500, chapter 12 section k., and the Delegation of Authority Memorandum signed on August 01, 2014 by the New England District's Commander, Colonel Barron, the Chief of the Operations Division may approve Challenge Partnership Agreements worth \$200,000 or less.
2. Attached is the Challenge Partnership Agreement and approved Handshake Funding Program application for Edward MacDowell Lake's turtle habitat restoration project. All external partners involved in the project, including the State of New Hampshire Fish and Game Department, Monadnock Trailbreakers Snowmobile Club, Cub Scout Pack 8, Boy Scout Troop 308, and the Venture Scouts, have reviewed and signed the attached Challenge Partnership Agreement.
3. Requesting your review and signature on page 8, under Article XI – Confidentiality section of the attached Challenge Partnership Agreement. Questions can be directed to Natalie McCormack at X373.

Kimberly Russell

KIMBERLY RUSSELL
Natural Resources Specialist, Operations Division

**CHALLENGE PARTNERSHIP AGREEMENT BETWEEN
THE DEPARTMENT OF THE ARMY
AND
NEW HAMPSHIRE FISH & GAME DEPARTMENT
AND
MONADNOCK TRAILBREAKERS CLUB
AND
CUB SCOUTS PACK 8
AND
BOY SCOUTS TROOP 308
AND
VENTURE SCOUTS**

THIS AGREEMENT, entered into this ^{3rd} day of August, 2015, by and between the Department of the Army (hereinafter referred to as the "Government"), represented by the Chief of Operations, U.S. Army Corps of Engineers, New England District, and the New Hampshire Fish and Game Department, Monadnock Trailbreakers Club, Cub Scouts Pack 8, Boy Scouts Troop 308 and Venture Scouts, (hereinafter referred to collectively as the "Partners").

WITNESSETH, THAT:

WHEREAS, the Government manages lands and waters at the Edward MacDowell Lake flood risk management project which includes meeting environmental stewardship objectives as well as providing recreational and educational opportunities for the public, and

WHEREAS, the Partners are focused on restoration of the gravel pit for the benefit of enhancing turtle nesting habit.

WHEREAS, the Partners actively support enhancement of local recreation opportunities, restoration of valuable habitats, and expansion of interpretive resources.

WHEREAS, it is mutually beneficial to the Government and Partners to work cooperatively in accomplishing a habitat enhancement to turtle nesting and other grassland species of wildlife and the creation of a series of interpretive signs to educate the public of this habitat project and to protect the nesting turtles.

WHEREAS, the Partners, in order to assist the Government in this project have agreed to contribute to planning and implementation of the project with staff time, in-kind support, volunteer hours, equipment, and labor contributions, 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

to perform as hereinafter set forth and intend to cooperate in 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 purpose of this agreement:

a. The term "Project" shall refer to the following activities: 1) Enhancement of approximately 3.5 acres of turtle nesting habitat, 2) Cut back and removal of trees and stumps within the project's wildlife prescription plan areas, 3) Prepare soils and propagate native grasses, 4) Graphic design and planning of interpretive signs and 5) Demonstration and hands-on opportunities for scouts, students and community members to learn habitat enhancement techniques and restoration methods. See map attached as Exhibit A.

b. The phrase "total Project costs" refers to all costs incurred by the Government and the Partners that are directly related to implementation 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 volunteer services and other contributions provided by the Partners, shall expeditiously execute this 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:

1. Oversight and coordination among Partners throughout the scope of the project.
2. Partner in the design of interpretive signs to support the Project while maintaining USACE standards and procure the interpretive signs within the Government Purchase Card limits.
3. The Edward MacDowell Lake Project staff will operate USACE owned equipment and provide 40 labor hours for debris removal, including a yolk rake and tractor and/or chipper, dump truck, chainsaws, and brush hog. The Edward

MacDowell Lake project will also provide USACE owned hand tools to the Boy Scout, Cub Scout, and Venture Scout troops for use at the site for raking, seeding, and watering on location. Staff will work alongside the Cub Scouts to set up hose lays and water pumps to help deliver water to the project site for the watering operation, and will assist with and help scout masters supervise the work of the Scouts, Cub Scouts, and Venture Scouts. Edward MacDowell Lake staff will also procure the interpretive signs and conduct interpretive programs to educate the public on the habitat enhancement.

4. The New England District Public Affairs Office and Edward MacDowell Lake staff will provide press releases and social media outreach to the general public on the purpose and benefits of the project and the partnership.

5. Park Rangers will monitor and protect the area from illegal or harmful activity under Title 36 rules and regulations. Produce a large-format map for use at trailheads and outreach events.

c. Partner 1: The New Hampshire Fish and Game Department shall provide:

Provide technical expertise and time worth \$4,260. Services include providing technical expertise for the habitat prescription plan. They will also assist Corps personnel with designing the interpretive sign. They will involve their Public Affairs Office to provide press coverage of the habitat enhancement project and the partnership with USACE to reach a state-wide audience. The Wildlife Biology Division of NH Fish & Game will provide wildlife biologists to monitor the nesting site and identify turtle species. NH Fish and Game Conservation Officers will assist USACE with law enforcement to address any illegal collection or destruction of turtles, or destruction of habitat per New Hampshire law.

d. Partner 2: The Monadnock Trail Breakers Snowmobile Club shall:

Provide equipment time and labor worth \$4,760. They will provide an excavator and an operator to place physical barriers around the habitat area while the site is being enhanced. Club members and trail groomers that use the snowmobile corridor near the site will monitor use around the site to ensure that riders stay on designated trails, and will educate riders of negative impacts and repercussions for riding off-trail in the habitat area. The club will use their social media resources to inform the general public and their members of the habitat enhancement project, and they will conduct routine maintenance before, during and after the riding season to protect the adjacent habitat site. Maintenance will include posting signs, snow fencing, grooming the trails.

e. Partner 3: The Cub Scouts, Pack 8 from Peterborough, NH shall:

Provide \$1575 in volunteer time and labor to seed and water the ½ acre of native grass seed as prescribed in the wildlife prescription plan, a key part of the project. Provide appropriate staff during on-the-ground activities to be trained in restoration site planting practices.

f. Partners 4 and 5: Boy Scout Troop 308 and Venture Scouts from Rindge, NH shall:

Provide \$3,528 and \$3,456 in volunteer time and labor, respectively. They will assist in preparing the site after the tree removal phase, which will include raking, and removing brush and debris. This effort will take several days of volunteer service and is critical to the success of the proceeding phase of seeding and planting. Provide appropriate staff during on-the-ground activities to be trained in Restoration site preparation practices

g. 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.

h. 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 effect date of this Agreement, total project costs are projected to be \$33,201, and all five of the Partners total contributions under Turtle Habitat Financial Work Sheet are projected to total \$17,588 as described in the attached worksheet. The Handshake Partnership funding is \$10,956 for the project. Such amounts are estimates subject to adjustment and are not to be construed as the total financial responsibilities of the Government and the Partners. Partners' total cost contribution reflects time, labor, use of equipment, and a habitat prescription plan.

b. Upon completion of the Project and resolution of any 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

A dispute by any Partner identified in this agreement will first seek resolution 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 all parties. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE V –FEDERAL AND STATE LAWS

In the exercise of their respective rights and obligations under this Agreement, the

Government and the Partners agree to comply with all applicable Federal and State 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 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 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 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 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 Partner elects to terminate this Agreement.

ARTICLE VIII-INDEMNIFICATION

The Partners, excluding the New Hampshire Fish and Game Department, 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.

The Government shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the services provided or performed by the New Hampshire Fish and Game Department.

ARTICLE IX- TERMINATION OR SUSPENSION

a. If at any time the Partner fails to fulfill its obligations under this Agreement, the District Chief of Operations 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 Partner, 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 Partner elects to terminate 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.

d. 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.

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: Partner Organization 1:
New Hampshire Fish & Game Dept
11 Hazen Drive
Concord, New Hampshire 03301

Partner Organization 2:
Monadnock Trail Breakers
PO Box 338
Dublin, New Hampshire 03444

Partner Organization 3:
Peterborough Cub Scout Pack 8
64 Union Street
Peterborough, New Hampshire 03458

Partner Organization 4:
Boy Scouts Troop 308
65 Rand Road
Rindge, New Hampshire 03461

Partner Organization 5:

Venture Scouts
65 Rand Rd
Rindge, New Hampshire 03461

If to the Government: Edward MacDowell Lake
U.S. Army Corps of Engineers
75 Wilder Street
Peterborough, New Hampshire 03458

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

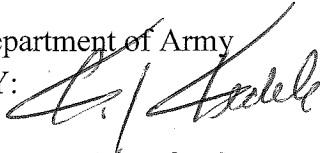
c. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressees at the earlier of such time as it is actually received or seven calendar days after it is mailed.

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 Francis J. Fedele, Chief of Operations, New England District.

Department of Army

BY:



TITLE: Chief, Operations Division

DATE: 3 August 2015

New Hampshire Fish & Wildlife Division

BY:



TITLE: Exec. Director

DATE: 7/15/15

Monadnock Trail Breakers

BY:



TITLE: President

DATE: 7/9/15

Cub Scouts of America Pack 8

BY:



TITLE: Cubmaster

DATE: 6/24/2015

Boy Scouts of America Troop 308

BY:



MICHAEL MILLER

TITLE: SCOUT MASTER T.308

DATE: 1 JULY, 2015

Venture Scouts

BY:



TITLE: ADVISOR

DATE: 7/1/15

Challenge Partnership Financial Work Sheet

Corp Project Name: Edward MacDowell Lake

Work Project Title: Turtle Nesting Habitat Enhancement

POC Name: Jason Tremblay

Address: 75 Wilder Street City: Peterborough State: NH Zip Code: 03458

Telephone: 603 - 924 - 3431 x314

Location of Project: Sand Pit Area

Partner Organization 1: New Hampshire Fish & Game Dept

POC Name: Jim Oehler

Address: Hazen Drive City: Concord State: NH Zip Code: 03301

Telephone: 603 - 271 - 0453

Partner Organization 2: Monadnock Trail Breakers

POC Name: Chris Raymond

Address: PO Box 338 City: Dublin State: NH Zip Code: 03444

Telephone: 603 - 398 - 8029

Partner Organization 3: Peterborough Cub Scout Pack 8

POC Name: Jeff King

Address: 64 Union Street City: Peterborough State: NH Zip Code: 03458

Telephone: 603 - 924 - 8080

Partner Organization 4: Boy Scouts Troop 308

POC Name: Mike Miller

Address: 65 Rand Road City: Rindge State: NH Zip Code: 03461

Telephone: 603 - 899 - 3353

Partner Organization 5: Venture Scouts

POC Name: Arianne Miller

Address: 65 Rand Rd City: Rindge State: NH Zip Code: 03461

Telephone: 603 - 899 - 3353

Proposed start date of work:

Description of work to be accomplished through the partnership:

Reclaim an existing 3.5 acres of gravel pit in order to enhance critical turtle nesting habitat. The primary goal of the project is provide suitable nesting habitat at the gravel pit, thereby increasing turtle nesting rates and decreasing turtle mortality. The gravel pit at the Edward MacDowell Lake Project is located adjacent to the lake and wetland area, making it a prime site for turtle nesting habitat. Natural succession of trees and shrubs and their associated cover has reduced the overall size of suitable nesting habitat. All New Hampshire freshwater turtle species require an open canopy with well-drained soils and sparse vegetation consisting of native sedges, grasses and less than 2%-5% low growing shrub cover for nesting habitat. The wildlife biologists of New Hampshire Fish and Game Department, Wildlife Division have implemented a habitat prescription plan that will enhance the gravel pit area for turtle nesting and benefit other grassland wildlife species. Other partners will assist the Corps in implementing the prescription plan include the Monadnock Trail Breakers Snowmobile Club, and three local Scout troops, including the Cub Scouts Pack 8, Boy Scouts Troop 308, and the Venture Scouts. The project will provide significant benefits to turtle populations and the environment, in addition to benefits to the public in the form of increased opportunities for wildlife observation and interpretive programs.

Material Cost Itemized List

<i>Item</i>	<i>Estimated Cost</i>
Bunchgrass seeds	\$143.50
Soil Test—pH only <i>UNH Cooperative Ext.</i>	\$7.50
Pelletized Lime (<i>based on highest recommended application rate of 100 lbs per acre—actual application dependent on soil test</i>)	\$10.00
<i>Interpretive signs for Project site</i>	\$2,700.00
<i>Boulders for barriers</i>	\$3,000.00
Total	\$5,861.00

Volunteer Service Itemized List:

<i>Item</i>	<i>Estimated Cost</i>
<i>Volunteer Labor costs for Habitat Prescription Plan</i>	\$3,910
<i>Volunteer Labor for brush removal and soil prep work</i>	\$6,993
<i>Volunteer work for seeding and watering the native grasses</i>	\$1,575
<i>Volunteer Labor for Excavator work in Placing Boulders</i>	\$2,940
<i>Total</i>	\$15,418
<i>Hourly Labor Rate of Volunteers equals \$23.07</i>	

Equipment and Labor Cost Itemized List:

<i>Item</i>	<i>Estimated Cost</i>
<i>Machine time; Excavator</i>	\$1,820
<i>Machine Time and Labor for Cutting and Grinding Trees (Areas 5,6,7)</i>	\$2,400
<i>Machine Time and Labor for Stump Removal and trucking (Areas 3,4,8)</i>	\$2,695
<i>Machine Time with Tractor and Rake</i>	\$960
<i>Total</i>	\$7,875

Exhibit A



Figure 1: Gravel pit reclamation boundaries.



Figure 2: Treatment area delineations (image from Microsoft Bing Maps, Bird's Eye view).