

CHALLENGE PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
MUSKINGUM WATERSHED CONSERVANCY DISTRICT
AND
AMERICAN ELECTRIC POWER
AND
BUCKEYE TRAIL ASSOCIATION
AND
CANTON AUDUBON
AND
YMCA
AND
NORTH COUNTRY TRAIL ASSOCIATION
AND
SHENANDOAH SCHOOL
AND
OHIO PRAIRE NURSERY
AND
OHIO BLUE BIRD SOCIETY
AND

THIS AGREEMENT, entered into this day of March 16, 2022, by and between the Department of the Army (hereinafter the "Government"), represented by Kelly C. Finch, Chief of Operations, U.S. Army Corps of Engineers, Huntington District, the Muskingum Watershed Conservation District, (hereinafter "Partner"), represented by Craig W. Butler, American Electric Power, (hereinafter "Partner"), represented by Keith Schalmo , the Buckeye Trail Association (hereinafter "Partner") represented by Steve Walker, Canton Audubon Society (hereinafter "Partner") represented by Linda Chen, the YMCA (hereinafter "Partner") represented by Richard Basnett, the North Country Trail Association (hereinafter "Partner") represented by Ken Hendrickson, Shenandoah School (hereinafter "Partner") represented by Chad Miller, Ohio Prairie Nursery (hereinafter "Partner") represented by Dave Riddell, Ohio Blue Bird Society (hereinafter "Partner") represented by Darlene Sillick.

WITNESSETH, THAT:

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

WHEREAS, the development and installation of a Wetland Loop Trail and Wildlife Viewing Area at Clendening Public Use Area will increase the recreational opportunities for the public, and

WHEREAS the Partners are interested in promoting and assisting the Government in providing this Wetland Loop Trail and Wildlife Viewing Area, and

WHEREAS, it is mutually beneficial to the Government and the Partners to work cooperatively to make this trail and viewing area available to the public, and

WHEREAS, the Partners, in order to assist the Government in this project has voluntarily agreed to provide volunteer labor, materials and services, 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, 16 U.S.C. Section 460d authorizes the Chief of Engineers to permit the construction of facilities at water resource development projects, 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 construction, development and maintenance of a one to one and a half mile Wetland Loop Trail featuring two aluminum framed, wood floating boardwalks, concrete wildlife observation platform with scopes, interpretive signs, improvements to pollinator/wildlife habitat, and nesting structures leading from the parking lot to a variety of areas in the Clendening Public Use Area at Clendening Lake Dam.

b. The term "total project costs" shall mean all costs incurred by the Government and the Partner directly related to construction and completion 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 personnel labor to coordinate project's planning and execution with partners. Personnel labor to track COE labor hours, materials cost and partner cost associated with project. Materials, equipment, and labor for construction of Project.

c. The Partners shall provide:

Muskingum Watershed Conservancy District (MWCD)

- Floating boardwalks for trail over wetland.
- Volunteer labor and expertise to install boardwalks

American Electric Power (AEP)

- Volunteer labor, materials, supplies and use of equipment for installation of Osprey tower

Buckeye Trail Association (BTA)

- Volunteer labor and expertise for construction of Project

Canton Audubon

- Volunteer labor and expertise for construction of Project

Young Men's Christian Association (YMCA)

- Volunteer labor for construction of Project

North Country Trail Association (NCTA)

- Volunteer labor for construction of Project

Shenandoah School

- Volunteer labor for construction of project
- Volunteer labor for planning future programs/events for local children.

Ohio Prairie Nursery (OPN)

- Materials and expertise for seeding pollinator habitat

Ohio Blue Bird Society (OBBS)

- Volunteer expertise, as well as materials and supplies for nesting structures

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. At least quarterly, the Government shall provide the Partners 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 \$57,611, and the Partner's contribution required under Article II.b. of this Agreement is projected to be \$21,611. 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.b. of this Agreement in accordance with the following provisions: Partner contributions are the sum value of in-kind work, materials, supplies and equipment use equivalent to the worksheet below. Money will not be required in advance of any construction completed. In the event the Government determines that the Partner must provide additional "contributions" to meet its obligation, the Government shall notify the Partner of the additional resources required.

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 their required shares 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 Partners exceed their required share of total project costs, the Government shall, subject to the availability of funds, refund the excess to the Partners 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 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 therefrom.

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.

c/o Linda Chen
P.O. Box 9586
Canton, OH 44711-9586

If to YMCA: YMCA – Camp Tippecanoe
c/o Richard Basnett
81300 Stewart Road
Tippecanoe, OH 44699

If to NCTA: North Country Trail Association
c/o Ken Hendrickson
North Country National Scenic Trail
National Park Service
318 East Main Street, Suite K
Lowell, MI 49331

If to Shenandoah School: Shenandoah Elementary School
c/o Chad Miller
20977 Zep Rd. East
Sarahsville, OH 43779

If to OPN: Ohio Prairie Nursery
Attn: Dave Riddell
P.O. Box 174
Hiram, OH 44234

If to OBBS: Ohio Bluebird Society
Attn: Darlene Sillick
9500 Sperry Road
Kirtland, OH 44094

If to the Government: U.S. Army Corps of Engineers
Muskingum Area Office
5336 State Route 800 NE
Dover, OH 44622-6910

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, Operations Division, Huntington District.

The Department of the Army

BY: _____

TITLE: Kelly Finch
Chief, Operations Division

DATE: _____

American Electric Power

BY: _____

TITLE: Keith Schalmo

DATE: _____

Muskingum Watershed Conservancy Dist.

BY: _____

TITLE: Craig Butler
Director

DATE: _____

Buckeye Trail Association

BY: _____

TITLE: Steve Walker
President

DATE: _____

Canton Audubon Society

BY: _____

TITLE: Linda Chen
President

YMCA

BY: _____

TITLE: Richard Basnett
Director

DATE: _____

DATE: _____

North Country Trail Association

Shenandoah Elementary School

BY: _____

BY: _____

TITLE: Ken Hendrickson
Manager

TITLE: Chad Miller

DATE: _____

DATE: _____

Ohio Prairie Nursery

Ohio Bluebird Society

BY: _____

BY: _____

TITLE: Dave Riddell
Operations Manager

TITLE: Darlene Sillick
President

DATE: _____

DATE: _____

Challenge Partnership Financial Work Sheet

Corps Project Name: Clendening Dam PUA

Work Project Title: Wetland Loop Trail and Wildlife Viewing Area

POC Name: Stephen Ecrement/ Scott Kraynak

Address: 28700 Milarcik Rd. City: Tippecanoe State: OH Zip Code: 44699

Telephone: 740 - 658 - 3743

Location on Project: On dam, through forest and wetland, across Rt. 12 and around Pollinator field

Partner Organization 1: Muskingum Watershed Conservancy District

POC Name: Craig Butler

Address: 1319 Third St. NW City: New Philadelphia State: OH Zip Code: 44663

Telephone: 330 - 343 - 6647

Partner Organization 2: American Electric Power

POC Name: Keith Schalmo

Address: 1 Riverside Plaza City: Columbus State: OH Zip Code: 43215

Telephone: - - x

Partner Organization 3: Buckeye Trail Association

POC Name: Steve Walker

Address: P.O. Box 5 City: Shawnee State: OH Zip Code: 43782

Telephone: 330 - 652 - 5623

Partner Organization 4: Canton Audubon Society

POC Name: Linda Chen

Address: P.O. Box 9586 City: Canton State: OH Zip Code: 44711

Telephone: 330-209 - 1261

Partner Organization 5: YMCA – Camp Tippecanoe

POC Name: Richard Basnett

Address: 81300 Steward Rd. City: Tippecanoe State: OH Zip Code: 44699

Telephone: 740-922 - 5712

Partner Organization 6: North Country Trail Association

POC Name: Ken Hendrickson

Address: 318 East Main Street, Suite K City: Lowell State: MI Zip Code: 49331

Telephone: 616 – 250- 3160

Partner Organization 7: Shenandoah Elementary School

POC Name: Chad Miller

Address: 20977 Zep Rd. East

City: Sarahsville

State: OH Zip Code: 43779

Telephone: 740-732 - 5661

Partner Organization 8: Ohio Prairie Nursery

POC Name: Dave Riddell

Address: P.O. Box 174

City: Hiram

State: OH Zip Code: 44234

Telephone: 866 – 569-3380

Partner Organization 9: Ohio Bluebird Society

POC Name: Darlene Sillick

Address: 9500 Sperry Rd.

City: Kirtland

State: OH Zip Code: 44094

Telephone: 440 – 462-9084

Proposed start date of work: April 2022

Simple description of work to be accomplished through the partnership: The creation of a multi-faceted trail throughout the area and through various environments, interpretive signs installed, habitat improvements and creation.

	Local Corps Office	USACE Handshake Funds	MWCD	AEP	BTA	Canton Aud.	YMCA
Salaries	\$6,000	N/A	\$300	\$0	\$0		\$0
Travel	\$0	N/A	\$0	\$0	\$0		\$0
Materials and Supplies	\$1,000	\$25,000	\$0	\$1,500	\$0		\$0
Equipment Use	\$4,000	\$0	\$0	\$3,000	\$0		\$0
Funds Contributed	N/A	N/A	\$0	\$0	\$0		\$0
Personal Property	N/A	N/A	\$6,000	\$0	\$0		\$0
Volunteer	N/A	N/A	\$0	\$0	\$1,142	\$856	\$1,142
In-Kind Services	N/A	N/A	\$0	\$800	\$0		\$0
Other (explain below)	\$0	\$0	\$0	\$0	\$0		\$0
Total	\$11,000	\$25,000	\$6,300	\$5,300	\$1,142	\$856	\$1,142
Share of Total Cost	19.1%	43.4%	10.9%	9.2%	2.0%	1.50%	2%

Explanations:

	NCTA	Shen. School	OPN	OBBS		Total
Salaries	\$0	\$0	\$0	\$0	\$0	\$6,300
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Materials and Supplies	\$0	\$0	\$500	\$500		\$29,400
Equipment Use	\$0	\$0	\$0	\$0	\$0	\$7,000
Funds Contributed	\$0	\$0	\$0	\$0	\$0	\$0
Personal Property	\$0	\$0	\$0	\$0	\$0	\$6,000
Volunteer	\$571	\$1,800	\$0	\$0	\$0	\$5,511
In-Kind Services	\$0	\$0	\$0	\$0	\$0	\$3,300
Other (explain below)	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$571	\$1,800	\$500	\$500	\$0	\$57,611
Share of Total Cost	1.0%	3.1%	0.9%	0.90%	6.0%	100%

Explanations:

Partner 1: Muskingum Watershed Conservancy District (MWCD) has agreed to donate up to 7 20-foot sections of floating boardwalk and assist with the project. The floating boardwalks are estimated to be worth approximately \$6,000 and their assistance with the project would be during their regular MWCD work hours.

Partner 2: American Electric Power (AEP) has agreed to donate a 50-foot utility pole, attach an Osprey platform, and install the utility pole. The pole is estimated to be worth \$1,500; equipment use is estimated to cost \$3,000, and man-hours installing the pole is estimated to be \$800.

Partner 3: The Buckeye Trail Association (BTA) has volunteered to assist in trail improvement work. Their volunteer hours are estimated at \$28.54/hour.

Partner 4: The Canton Audubon has volunteered to assist with this project and provide expertise in avian habitat improvements and increasing birdwatching at Clendening Lake. Their volunteer hours are estimated at \$28.54/hour.

Partner 5: The YMCA (Camp Tippecanoe) on Clendening Lake has volunteered to assist with this project. Their volunteer hours are estimated at \$28.54/hour.

Partner 6: The North Country Trail Association (NCTA) has volunteered to assist in trail improvement work. Their volunteer hours are estimated at \$28.54/hour.

Partner 7: Shenandoah K-8 schools has volunteered to assist with this project particularly pollinator habitat preparation and installing wildlife boxes. Their volunteer hours are estimated at \$28.54/hour.

Partner 8: Ohio Prairie Nursery (OPN) has donated \$500 in native wildflower seed for our pollinator habitat.

Partner 9: Ohio Bluebird Society (OBBS) has donated several wildlife shelters boxes and predator guards (baffles) with an estimated value of \$400.

received or seven calendar days after it is mailed.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the Chief, Operations Division, Huntington District.

The Department of the Army

BY: FINCH.KELLY.C Digitally signed by
FINCH.KELLY.C.1102393240
Date: 2022.03.16 12:42:35
-04'00'

TITLE: Kelly Finch
Chief, Operations Division

DATE: _____


American Electric Power

BY: _____

TITLE: Keith Schalmo

DATE: _____

Muskingum Watershed Conservancy Dist.

BY: 

TITLE: Craig Butler
Director

DATE: 4/4/2022

Buckeye Trail Association

BY: _____

TITLE: Steve Walker
President

DATE: _____

Canton Audubon Society

BY: _____

TITLE: Linda Chen
President

YMCA

BY: _____

TITLE: Richard Basnett
Director

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The Department of the Army

DATE: _____

BY: _____

Buckeye Trail Association

TITLE: Kelly Finch
Chief, Operations Division


BY: _____

DATE: _____

TITLE: Steve Walker
President

AEP Ohio

DATE: _____

BY:  _____

Canton Audubon Society

TITLE: Jina Duplain
Customer and External Affairs Mgr.

BY: _____

DATE: _____

TITLE: Linda Chen
President

Muskingum Watershed Conservancy Dist.

YMCA

BY: _____

BY: _____

TITLE: Craig Butler
Director

TITLE: Richard Basnett
Director

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Muskingum Watershed Conservancy Dist.

BY: _____

TITLE: Craig Butler
Director

DATE: _____

Buckeye Trail Association

BY: Stephen S Walker

TITLE: Steve Walker
President

DATE: _____

Canton Audubon Society

BY: _____

TITLE: Linda Chen
President

YMCA

BY: _____

TITLE: Richard Basnett
Director

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Chief, Operations Division

DATE: _____

Buckeye Trail Association

BY: _____

TITLE: Steve Walker
President

DATE: _____

American Electric Power

BY: _____

TITLE: Keith Schalmo

DATE: _____

Canton Audubon Society

BY: Linda Chen 3/26/2022

TITLE: Linda Chen
President

Muskingum Watershed Conservancy Dist.

BY: _____

TITLE: Craig Butler
Director

DATE: _____

YMCA

BY: _____

TITLE: Richard Basnett
Director

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American Electric Power

BY: _____

TITLE: Keith Schalmo

DATE: _____

Muskingum Watershed Conservancy Dist.

BY: _____

TITLE: Craig Butler
Director

DATE: _____

Buckeye Trail Association

BY: _____

TITLE: Steve Walker
President

DATE: _____

Canton Audubon Society

BY: _____

TITLE: Linda Chen
President

YMCA

BY: Richard Basnett 4/7/22

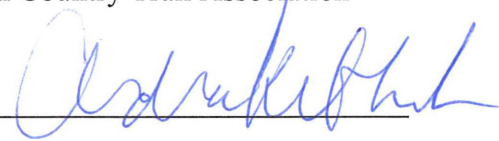
TITLE: Richard Basnett
Director

DATE: _____

DATE: _____

North Country Trail Association

Shenandoah Elementary School

BY: 

BY: _____

TITLE: Andrea Ketchmark
Executive Director

TITLE: Chad Miller

DATE: 4/20/2022

DATE: _____

Ohio Prairie Nursery

Ohio Bluebird Society

BY: _____

BY: _____

TITLE: Dave Riddell
Operations Manager

TITLE: Darlene Sillick
President

DATE: _____

DATE: _____

DATE: _____

North Country Trail Association

BY: _____

TITLE: Ken Hendrickson
Manager

DATE: _____

DATE: _____

Shenandoah Elementary School

BY: Chad Miller

TITLE: Chad Miller

DATE: 3-23-2022

Ohio Prairie Nursery

BY: _____

TITLE: Dave Riddell
Operations Manager

DATE: _____

Ohio Bluebird Society

BY: _____

TITLE: Darlene Sillick
President

DATE: _____

Canton Audubon Society

BY: _____

TITLE: Linda Chen
President

DATE: _____

YMCA

BY: _____

TITLE: Richard Bassett
Director

DATE: _____

North Country Trail Association

BY: _____

TITLE: Ken Hendrickson
Manager

DATE: _____

Shenandoah Elementary School

BY: _____

TITLE: Chad Miller

DATE: _____

Ohio Prairie Nursery

BY: _____

TITLE: Dave Riddell
Operations Manager

DATE: _____

Ohio Bluebird Society

BY: Darlene Sillick

TITLE: Darlene Sillick
President

DATE: April 5, 2022

Brannon Contracting Service

BY: _____

TITLE: Dustin Brannon
Owner

DATE: _____

Let's Talk About IT
6/28 (1-2pm)

Let's Talk About IT
August 11, 2022

DATE: _____

DATE: _____

North Country Trail Association

Shenandoah Elementary School

BY: _____

BY: _____

TITLE: Ken Hendrickson
Manager

TITLE: Chad Miller

DATE: _____

DATE: _____

Ohio Prairie Nursery

Ohio Bluebird Society

BY: *Dave Riddell*

BY: _____

TITLE: Dave Riddell
Operations Manager

TITLE: Darlene Sillick
President

DATE: 3/25/22

DATE: _____