

CHALLENGE PARTNERSHIP AGREEMENT  
AMONG  
THE DEPARTMENT OF THE ARMY  
AND  
THE MUSKINGUM WATERSHED CONSERVANCY DISTRICT  
AND  
RURAL ACTION, INC.  
AND  
DESIGN EXPERIENCE  
AND  
THE OHIO BLUEBIRD SOCIETY  
AND  
RACE BRIMSTONE  
AND  
THE STARK COUNTY DISC GOLF CLUB  
AND  
HAMMER SPORTS RELICS  
AND  
THE CANTON AUBUDON SOCIETY  
AND  
THE TUSCARAWAS COUNTY DISC GOLF CLUB

THIS AGREEMENT, entered into this day of May 03, 2023, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander, U.S. Army Corps of Engineers, Huntington District, and the Muskingum Watershed Conservancy District, represented by its Director, Rural Action, Inc., represented by its Chief Program Officer, Design Experience, represented by its President, the Ohio Bluebird Society, represented by its President, Race Brimstone, represented by its Owner, the Stark County Disc Golf Club, represented by its Vice President, Hammer Sports Relics, represented by its Owner, the Canton Audubon Society, represented by its President, and the Tuscarawas County Disc Golf Club, represented by its President (hereinafter the "Partners").

WITNESSETH, THAT:

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

WHEREAS, the development and installation of a Disc Golf Course at Beach City 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 Disc Golf Course, and

WHEREAS, it is mutually beneficial to the Government and the Partners to work cooperatively to make this Disc Golf Course available to the public, and

WHEREAS, the Partners, in order to assist the Government in this project have voluntarily agreed to pay a portion of the cost by providing 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,

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 an 18-hole disc golf course at the Beach City Dam public use area featuring a design that includes a recreational and competition level layout with dual tees and alternate green locations, interpretive signs, improvements to pollinator/wildlife habitat, and nesting structures leading from the parking lot to a variety of areas in the Beach City Public Use Area at Beach City Lake Dam, as approved for a handshake partnership program in a memorandum, SUBJECT: Handshake Partnership Program – Fiscal Year 2023 Recipients, by the Chief, Operations and Regulatory Division, Directorate of Civil Works on December 9, 2022.

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 Partner, 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 the Government's labor hours; materials cost and partner cost associated with the project; materials, equipment, and labor for the construction of the project; printing of tee maps/score cards; normal maintenance of the course such as mowing, brush clearing, and trash removal; land designated for the course; 18 prodigy T2 professional disc golf targets; signs and kiosks; tee pads; pollinator seed mix; and public safety and security through the enforcement of Title 36.

c. The Partners shall provide the following:

1. The Muskingum Watershed Conservancy District (MWCD) shall provide volunteer labor and/or in-kind services to assist with the trail design, mapping, and endorsing; and shall promote the course throughout their campground and social media pages.

2. Rural Action, Inc. shall provide prospect services, using all donated funds to purchase supplies or services for the disc golf course outlined by a Government representative, though all supplies and services must be approved prior to purchasing; and shall provide volunteer and in-kind service work towards the course.

3. Design Experience shall provide in-kind services and/or volunteer labor and expertise for construction of the project and to assist with a non-sanctioned disc golf tournament; and shall provide 9 discs for tournament prizes as a contribution.

4. The Ohio Bluebird Society shall provide volunteer expertise; and shall provide materials and supplies for nesting structures.

5. Race Brimstone shall provide volunteer labor and/or in-kind services for construction of the project.

6. The Stark County Disc Golf Club shall provide volunteer labor and/or in-kind services to assist with construction of the disk golf course and to offer expertise on disc golf course operations.

7. Hammer Sports Relics shall provide volunteer labor and/or in-kind services for construction of course and to assist with a disc golf course league.

8. The Canton Audubon Society shall provide materials and expertise for bat boxes, osprey platforms, and various bird boxes.

9. The Tuscarawas County Disc Golf Club shall provide disc golf practice baskets and volunteer labor to assist in advertising for future tournaments.

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 Partners' total project cost 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 Partners' contributions required in accordance with Article II.b. of this Agreement. On the effective date of this Agreement, total project costs are projected to be \$58,300, and the Partners' contributions required under Article II.b. of this Agreement are projected to be \$26,300. 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 Partners must provide additional contributions to meet their obligation, the Government shall notify the Partners of the additional resources required. Within 60 calendar days thereafter, the Partners shall provide the Government with additional contributions, unless the Government agrees to a different time frame in writing.

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 a Partner less than its required share of total project costs, the Partner 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 a 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 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.

#### 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:

The Muskingum Watershed Conservancy District  
Attn: Director  
1319 Third St. NW  
New Philadelphia, OH 44663

AND

Rural Action, Inc.  
Attn: Chief Program Officer  
9030 Hocking Hills Drive  
The Plains, OH 45780

AND

Design Experience  
Attn: President  
5869 Weaver Rd.  
New Franklin, OH 44216

AND

The Ohio Bluebird Society  
Attn: President  
9500 Sperry Road  
Kirtland, OH 44094

AND

Race Brimstone  
Attn: Owner  
127 Canal St. N  
Canal Fulton, OH 44614

AND

The Stark County Disc Golf Club  
Attn: Vice President  
45 15<sup>th</sup> St. NE  
Massillon, OH 44647

AND

Hammer Sports Relics  
Attn: Owner  
5912 Amber Rd. NW  
Dundee, OH 44624

AND

Canton Audubon Society

Attn: President  
P.O. Box 9586  
Canton, OH 44711

AND

The Tuscarawas County Disc Golf Club  
Attn: President  
1592 N Crater Ave  
Dover, OH 44622

If to the Government: U.S. Army Corps of Engineers  
Muskingum Area Office  
5536 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: Jayson H. Putnam  
JAYSON PUTNAM  
Colonel, Corps of Engineers  
District Commander

DATE: May 03 2023

THE MUSKINGUM WATERSHED  
CONSERVANCY DISTRICT

BY: [Signature]  
CRAIG BUTLER  
Director

DATE: 3/27/23



THE STARK COUNTY DISC GOLF CLUB

BY: Jeff Thornsberry  
JEFF THORNSBERRY  
Vice President

DATE: 4/5/23

HAMMER SPORTS RELICS

BY: Doug Bell  
Owner

DATE: 4/11/23

CANTON AUDUBON SOCIETY

BY: Linda Chen  
LINDA CHEN  
President

DATE: 4/14/23

THE TUSCARAWAS COUNTY DISC GOLF CLUB

BY: Scott Horrisberger  
SCOTT HARRISBERGER  
Owner


DATE: 3/28/23

RURAL ACTION, INC.

BY:   
JOE BREHM  
Director

DATE: 4/7/23

DESIGN EXPERIENCE

BY:   
WILLIAM GRIFFITH  
President

DATE: 3/23/23

THE OHIO BLUEBIRD SOCIETY

BY:   
DARLENE SILLICK  
President

DATE: 4/24/2023

RACE BRIMSTONE

BY:   
ERIC WHITTINGTON  
Owner

DATE: 3/31/2023

## Challenge Partnership Financial Work Sheet

Corps Project Name: Beach City Lake PUA

Work Project Title: Beach City Lake Disc Golf Course

POC Name: Hunter Simmons

Address: 5549 US-250 City: Beach City State: OH Zip Code: 44608

Telephone: 304 - 923 - 7654

Location on Project: The course will utilize the land south of the office, near the spillway.

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Partner Organization 1: The Muskingum Watershed Conservancy District

POC Name & Title: Craig Butler (Director)

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

Telephone: 330 - 343 - 6647

Email: Cbutler@mwcd.org

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Partner Organization 2: Rural Action, Inc.

POC Name & Title: Joe Brehm (Chief Program Officer)

Address: 9030 Hocking Hills Drive City: The Plains State: OH Zip Code: 45780

Telephone: 614 - 886 - 5668

Email: Joe@ruralaction.org

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Partner Organization 3: Design Experience

POC Name & Title: William Griffith (President)

Address: 5869 Weaver Rd City: New Franklin State: OH Zip Code: 44216

Telephone: 330-936-9423

Email: bill.grif@gmail.com

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Partner Organization 4: The Ohio Bluebird Society

POC Name & Title: Darlene Sillick (President)

Address: 9500 Sperry Rd City: Kirtland State: OH Zip Code: 44094

Telephone: 440-462-9084

Email: dsillicl118@gmail.com

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Partner Organization 5: Race Brimstone

POC Name & Title: Eric Whittington

(Owner) Address: 127 Canal St N City: Canal Fulton State: OH Zip Code: 44616

Telephone: 330-819-9239

Email: ericwhittington@yahoo.com

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Partner Organization 6: The Stark County Disc Golf Club

POC Name & Title: Jeff Thornsberry (Vice President)

Address: 45 15<sup>th</sup> ST. NW City: Massillon State: OH Zip Code: 44647

Telephone: 330-280-0515

Email: Jeffthornsberry@aol.com

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Partner Organization 7: Hammer Sports Relics

POC Name & Title: Steve Hill (Owner)

Address: 5912 Amber Rd NW City: Dundee State: OH Zip Code: 44624

Telephone: 330-491-6195

Email: Hammersportsrelics@yahoo.com

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Partner Organization 8: The Canton Audubon Society

POC Name & Title: Linda Chen (President)

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

Telephone: 330-412-0820

Email: l.lunkwitz59@gmail.com

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Partner Organization 9: The Tuscarawas County Disc Golf Club

POC Name & Title: Scott Horrisberger (President)

Address: 1592 N Crater Ave City: Dover State: OH Zip Code: 44622

Telephone: 330-987-5781

Email: Jennsco@frontier.com

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**Proposed start date of work:** April 2023

Simple description of work to be accomplished through the partnership:

Implementing an 18-hole disc golf course at Beach City Lake that will provide a superior disc golf course to the area and in return become a regional destination for disk golfers along with the opportunity for the public to engage in a new outdoor family activity along with added educational benefits for the surrounding communities.

	<b>Local Corps Office</b>	<b>Handshake Funds</b>	<b>Rural Action Inc</b>	<b>Design Experience</b>	<b>Ohio Bluebird Society</b>	<b>Race Brimstone</b>
Salaries	\$5,000	N/A	\$0	\$0	\$0	\$0
Travel	\$0	N/A	\$0	\$0	\$0	\$0
Materials and Supplies	\$0	\$25,000	\$6,700	\$300	\$500	\$300
Equipment Use	\$2,000	\$0	\$0	\$0	\$0	\$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	\$1,500	\$2,300	\$1,000	\$1,500
In-Kind Services	N/A	N/A	\$1,800	\$3,000	\$500	\$0
Other (explain below)	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total</b>	<b>\$7,000</b>	<b>\$25,000</b>	<b>\$10,000</b>	<b>\$5,600</b>	<b>\$2,000</b>	<b>\$1,800</b>
<b>Share of Total Cost</b>	12.0%	42.9%	17.2%	9.6%	3.4%	3.1%

	<b>Stark County Disc Golf Club</b>	<b>Hammer Sports Relics</b>	<b>Canton Audubon Society</b>	<b>Tuscarawas County Disc Golf Club</b>	<b>Muskingum Watershed Conservancy District</b>	<b>Total</b>
Salaries	\$0	\$0	\$0	\$0	\$0	\$5,000
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Materials and Supplies	\$0	\$0	\$200	\$400	\$0	\$33,400
Equipment Use	\$0	\$0	\$0	\$0	\$0	\$2,000
Funds Contributed	\$0	\$0	\$0	\$0	\$0	\$0
Personal Property	\$0	\$0	\$0	\$0	\$0	\$0
Volunteer	\$1,500	\$1,500	\$0	\$0	\$0	\$9,300
In-Kind Services	\$0	\$0	\$800	\$0	\$2,500	\$8,600
Other (explain below)	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total</b>	<b>\$1,500</b>	<b>\$1,500</b>	<b>\$1,000</b>	<b>\$400</b>	<b>\$2,500</b>	<b>\$58,300</b>
<b>Share of Total Cost</b>	2.6%	2.6%	1.7%	0.7%	4.3%	100%