

CHALLENGE PARTNERSHIP AGREEMENT
AMONG
THE DEPARTMENT OF THE ARMY
AND
SCIOTO AREA CORPS COOPERATING ASSOCIATION
AND
DELAWARE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES
AND
THE CENTER FOR DISABILITY EMPOWERMENT AND BOY SCOUTS OF AMERICA
AND
GIRL SCOUTS USA

THIS AGREEMENT, entered into this day of August 09, 2023 by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander, U.S. Army Engineer Huntington District, and the Scioto Area Corps Cooperating Association, represented by the President of the Board of Directors, Jerry Rockhold, the Delaware County Board of Developmental Disabilities, represented by the Director of Communications & Community Engagement, Chase Waits, Boy Scouts of America Troop 64, represented by Troop Leader, Matt Cole, Girl Scouts of the USA Troop 6488, represented by Troop Leader, Jessica Woolridge, and the Center for Disabilities Empowerment, represented by the Community Outreach Coordinator and ADA Coordinator, Rich Wagner (hereinafter the "Partners").

WITNESSETH, THAT:

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

WHEREAS, the renovation of White Tail Run trail to create an accessible trail at Alum Creek Lake will increase the recreational opportunities for the public, and

WHEREAS the Partners is interested in promoting and assisting the Government in providing this accessible trail, and

WHEREAS, it is mutually beneficial to the Government and the Partners to work cooperatively to make this accessible trail 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, provide volunteer labor to install, and provide technical consulting 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, 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 the renovation of White Tail Run trail to make the trail meet accessibility standards and improve the inclusivity of the interpretive trail; to include the necessary regrading and graveling, the installation of an accessible bridge, the installation of two accessible benches, and the installation of new inclusive interpretive signs at Alum Creek Lake.

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 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 the equipment, labor, and supplies for regrading; design of six interpretive panels, the audio tour for all six interpretive panels, funding for three of the six interpretive panels; the lumber, gravel, concrete necessary for the signs, benches, and bridge.

c. The Partners shall provide two benches and the labor to install, funding for three interpretive signs and labor to install all six signs, and installation of accessible foot bridge.

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 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 Partners' 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 \$77,350, and the Partners' contribution required under Article II.b. of this Agreement is projected to be \$14,350. 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 is 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 a 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 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. In the event that any 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 a Partner: Scioto Area Corps Operating Association
 5905 Lewis Center Rd
 Lewis Center, OH 43035

 Delaware County Board of Developmental Disabilities
 7991 Columbus Pike
 Lewis Center, Oh 43035

 Center for Disability Empowerment
 4400 N High St

Columbus, OH 43214

Boy Scouts Troop 64
Spring Rd Church of Christ
74 S Spring Rd
Westerville, OH 43081

Girl Scout Troop 6488
c/o Jessica Woolridge
5723 Covington Meadows Dr
Westerville, OH 43082

If to the Government: Alum Creek Lake
U.S. Army Corps of Engineers
5905 Lewis Center Rd
Lewis Center, OH 43035

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 Commander, Huntington District.

The Department of the Army

BY: Jayson H. Pulman

TITLE: Colonel, Corps of Engineers
District Commander

DATE: 8/9/23

Scioto Area Corps Cooperating Association

BY: [Signature]

TITLE: SAKCA President

DATE: 7-23-23

Delaware County Board of Developmental
Disabilities

BY: Chase Waits

TITLE: Director of Communications

DATE: 7/14/23

Center for Disability Empowerment

BY: [Signature]

TITLE: ADA Consultant

DATE: 7-14-23

Boy Scouts Troop 64

BY: Mark Cole

TITLE: Advancement Chair

DATE: 7/29/23

Girl Scout Troop 6488

BY: Wendy

TITLE: Troop Leader

DATE: 7-18-23

Challenge Partnership Financial Work Sheet

Corps Project Name: Alum Creek Lake

Work Project Title: A Trail For All

POC Name: Kara Blomgren

Address: 5905 Lewis Center Rd

City: Lewis Center

State: Ohio Zip Code: 43035

Telephone: 740 - 548 - 6151 x6130

Location on Project: White Tail Run

Partner Organization 1: Scioto Area Corps Cooperating Association

POC Name: Jerry Rockhold

Address: 5905 Lewis Center Rd

City: Lewis Center

State: Ohio Zip Code: 43035

Telephone: 330 - 397 - 9927 x

Partner Organization 2: Delaware County Board of Developmental Disabilities

POC Name: Chase Waits

Address: 7991 Columbus Pike

City: Lewis Center

State: Ohio

Zip Code: 43035

Telephone: 740 - 201 - 3600 x

Partner Organization 3: Center for Disability Empowerment

POC Name: Rich Wagner

Address: 4400 N Hight St

City: Columbus

State: Ohio Zip Code: 43214

Telephone: 614 - 575 - 8055 x

Partner Organization 4: Boy Scouts of America, Troop 64

POC Name: Matt Cole

Address: 74 S Spring Rd

City: Westerville

State: Ohio Zip Code: 43081

Telephone: 614 - 406 - 6749 x

Partner Organization 5: Girl Scouts USA, Troop 6488

POC Name: Jessica Woolridge

Address: 5723 Covington Meadows Dr

City: Westerville

State: Ohio Zip Code: 43082

Telephone: 614 - 832 - 3874 x

Proposed start date of work:

Simple description of work to be accomplished through the partnership:

Double click on spreadsheet to access data entry fields:

	Local Corps Office	Handshake Funds	Scioto Area Corps Cooperating Association	Delaware County Board of Developmental Disabilities	Center for Disability Empowerment	Girl Scouts USA
Salaries	\$41,000	N/A	\$0	\$0	\$0	\$0
Travel	\$0	N/A	\$0	\$0	\$0	\$0
Materials and Supplies	\$4,000	\$15,000	\$2,000	\$3,000	\$0	\$0
Equipment Use	\$3,000	\$0	\$0	\$0	\$350	\$0
Funds Contributed	N/A	N/A	\$1,000	\$0	\$0	\$0
Personal Property	N/A	N/A	\$0	\$0	\$0	\$0
Volunteer	N/A	N/A	\$2,500	\$0	\$4,500	\$1,500
In-Kind Services	N/A	N/A	\$0	\$0	\$0	\$0
Other (explain below)	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$48,000	\$15,000	\$5,500	\$3,000	\$4,850	\$1,500
Share of Total Cost	60.5%	18.9%	6.9%	3.8%	6.1%	1.9%
	79.4%					

	Boy Scouts of America	Partner 6	Partner 7	Partner 8	Partner 9	Total
Salaries	\$0	\$0	\$0	\$0	\$0	\$41,000
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Materials and Supplies	\$0	\$0	\$0	\$0	\$0	\$24,000
Equipment Use	\$0	\$0	\$0	\$0	\$0	\$3,350
Funds Contributed	\$0	\$0	\$0	\$0	\$0	\$1,000
Personal Property	\$0	\$0	\$0	\$0	\$0	\$0
Volunteer	\$1,500	\$0	\$0	\$0	\$0	\$10,000
In-Kind Services	\$0	\$0	\$0	\$0	\$0	\$0
Other (explain below)	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$1,500	\$0	\$0	\$0	\$0	\$79,350
Share of Total Cost	1.9%	0.0%	0.0%	0.0%	0.0%	100%

Explanations: