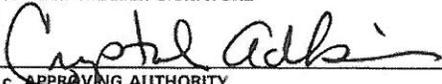
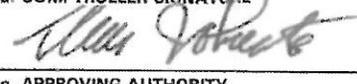
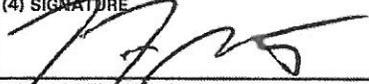
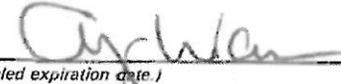


SUPPORT AGREEMENT

1. AGREEMENT NUMBER <i>(Provided by Supplier)</i>		2. SUPERSEDED AGREEMENT NO. <i>(If this replaces another agreement)</i>		3. EFFECTIVE DATE (YYYYMMDD)		4. EXPIRATION DATE <i>(May be "Indefinite")</i>	
				20140417		Indefinite	
5. SUPPLYING ACTIVITY				6. RECEIVING ACTIVITY			
a. NAME AND ADDRESS				a. NAME AND ADDRESS			
Ohio Department of Natural Resources 2045 Morse Road Columbus, OH 43229-6693				U.S. Army Corps of Engineers, Huntington District 502 8th Street Huntington, WV 25701-20170			
b. MAJOR COMMAND				b. MAJOR COMMAND			
7. SUPPORT PROVIDED BY SUPPLIER							
a. SUPPORT <i>(Specify what, when, where, and how much)</i>				b. BASIS FOR REIMBURSEMENT		c. ESTIMATED REIMBURSEMENT	
<p>The U.S. Army Corps of Engineers, Huntington District will provide the Ohio Department of Natural Resources with an assessment of the existing conditions of Buckeye Lake Dam, as well as make recommendations for the repair, operation, and maintenance of the dam. Specific efforts include participating in technical meetings with ODNR staff, conducting field visits, and reviewing technical documents including the ODNR's continuing site evaluations, assessments of foundation conditions and design alternatives. The Huntington District also will provide engineering support to the ODNR during public meetings and technical briefings. It shall submit for review a draft report to the ODNR summarizing its evaluation of the dam's stability and related repair requirements, and its determination as to whether or not more detailed analysis is required. Following the receipt of the ODNR's written comments on the draft report, the District will provide written responses to the ODNR and revise the report, if necessary, and submit it to the ODNR in final form. Upon execution of the Support Agreement and transfer of funds the District shall accomplish the work within 6 months.</p>				Upon execution of this Support Agreement, the ODNR shall advance funds to the Huntington District. The District shall draw from the funds incrementally as work progresses and the balance of any remaining funds will be returned to the ODNR.		\$140,000	
ADDITIONAL SUPPORT REQUIREMENTS ATTACHED: <input type="checkbox"/> YES <input type="checkbox"/> NO							
8. SUPPLYING COMPONENT				9. RECEIVING COMPONENT			
a. COMPTROLLER SIGNATURE		b. DATE SIGNED		a. COMPTROLLER SIGNATURE		b. DATE SIGNED	
		4-17-14				4/14/14	
c. APPROVING AUTHORITY				c. APPROVING AUTHORITY			
(1) TYPED NAME Crystal Adkins				(1) TYPED NAME Thomas Johnston			
(2) ORGANIZATION Resource Management Office		(3) TELEPHONE NUMBER (304) 399-5959		(2) ORGANIZATION Ohio Department of Natural Resources		(3) TELEPHONE NUMBER	
(4) SIGNATURE		(5) DATE SIGNED		(4) SIGNATURE		(5) DATE SIGNED	
		4/21/14				4/14/14	
10. TERMINATION <i>(Complete only when agreement is terminated prior to scheduled expiration date.)</i>							
a. APPROVING AUTHORITY SIGNATURE		b. DATE SIGNED		c. APPROVING AUTHORITY SIGNATURE		d. DATE SIGNED	

11. GENERAL PROVISIONS (Complete blank spaces and add additional general provisions as appropriate: e.g., exceptions to printed provisions, additional parties to this agreement, billing and reimbursement instructions.)

- a. The receiving components will provide the supplying component projections of requested support. (Significant changes in the receiving component's support requirements should be submitted to the supplying component in a manner that will permit timely modification of resource requirements.)
- b. It is the responsibility of the supplying component to bring any required or requested change in support to the attention of the Ohio Department of Natural Resources' Project Manager prior to changing or cancelling support.
- c. The component providing reimbursable support in this agreement will submit statements of costs to: the Ohio Department of Natural Resources' Project Manager
- d. All rates expressing the unit cost of services provided in this agreement are based on current rates which may be subject to change for uncontrollable reasons, such as legislation, DoD directives, and commercial utility rate increases. The receiver will be notified immediately of such rate changes that must be passed through to the support receivers.
- e. This agreement may be cancelled at any time by mutual consent of the parties concerned. This agreement may also be cancelled by either party upon giving at least 180 days written notice to the other party.

This agreement also may be modified at any time by mutual consent of the parties.
- f. In case of mobilization or other emergency, this agreement will remain in force only within supplier's capabilities.

ADDITIONAL GENERAL PROVISIONS ATTACHED: YES NO

12. SPECIFIC PROVISIONS (As appropriate: e.g., location and size of occupied facilities, unique supplier and receiver responsibilities, conditions, requirements, quality standards, and criteria for measurement/reimbursement of unique requirements.)

Support Agreement (1)

Pursuant to the Memorandum of Agreement (MOA) between the Ohio Department of Natural Resource (ODNR) and the Department of the Army (DA). U.S. Army Corps of Engineers, Huntington District, which was executed on March 24, 2014.

The DA will provide the ODNR with an assessment of the safety of Buckeye Lake Dam as well as the proposed repair design, operation, maintenance and owner/operator concerns for the Buckeye Lake Dam.

ADDITIONAL SPECIFIC PROVISIONS ATTACHED: YES NO

13. ADDITIONAL PROVISIONS (Use this space to continue general and/or specific provisions, as needed.)

Targeted Technical Review for Priority Repairs (Deliverables): Buckeye Lake Dam

Tasks:

- a. Technical meeting with ODNR
- b. Field site visit
- c. Stakeholder input meeting
- d. Review of related technical documents
- e. Status meeting
- f. Draft report to ODNR addressing the condition of the dam, repair approach and whether or not a more detailed analysis is needed
- g. ODNR comments back to USACE
- h. Final draft to ODNR

Timeframe for Deliverables (6 months) following receipt of funds

Projected Cost to the DA to provide deliverables - DA projects the cost to be \$140,000. ODNR shall provide the funds in advance of beginning the study.

The Huntington District Project Manager will provide the ODNR Project Manager with monthly reports describing accomplishments during the month, a breakdown of expenditures, a schedule update, activities planned for the following month, and any significant issues or concerns.