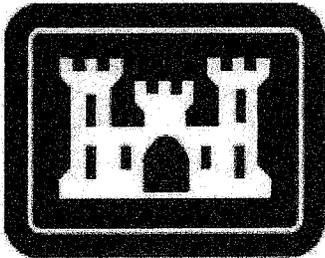
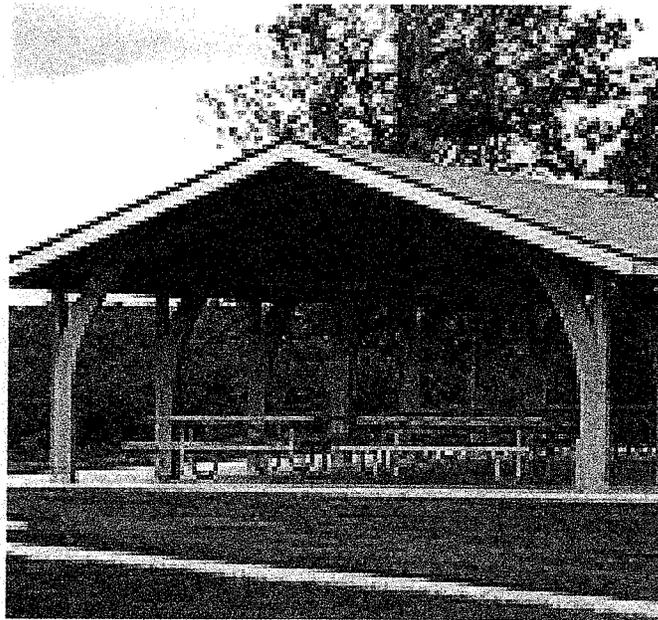


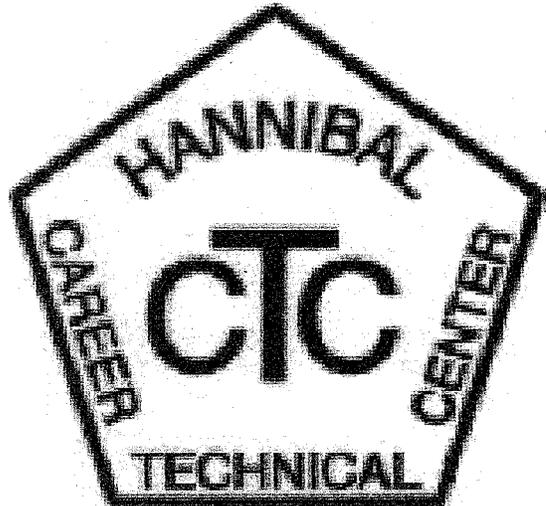
CHALLENGED PARTNERSHIP AGREEMENT

Northeast Missouri Environmental Stewardship Area
Frank Russell Recreation Area

March 11, 2010



**US Army Corps
of Engineers** ®



CHALLENGE PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS ST. LOUIS DISTRICT
MARK TWAIN LAKE
AND
HANNIBAL CAREER AND TECHNICAL CENTER

THIS AGREEMENT, entered into this day, March 1, 2010, by and between the Department of the Army (hereinafter the "Government"), represented by the Clarence Cannon Dam and Mark Twain Lake Operations Manager, U.S. Army Corps of Engineer, St. Louis District, and the Hannibal Career and Technical Center, represented by Roger Wilson (hereinafter the "Partner").

WITNESSETH THAT:

WHEREAS, the Government manages lands and waters at Mark Twain Lake which includes many outdoor recreational and educational opportunities for the public, and

WHEREAS, the development of a pavilion will support the mission of the Northeast Missouri Environmental Stewardship Area located in the Frank Russell Recreation Area, and

WHEREAS, the Partner is member of a partnership group supporting the mission of the Northeast Missouri Environmental Stewardship Area, a regional cooperative initiative providing a consolidated venue for public and private entities to demonstrate innovative and effective stewardship technologies, share knowledge, provide educational experiences to a regional audience, and promote quality outdoor experiences, and

WHEREAS, it is mutually beneficial to the Government and the Partner to work cooperatively to develop a pavilion, serving as a public educational and recreational focal point in the Northeast Missouri Environmental Stewardship Area, and

WHEREAS, the Partner, in order to assist the Government in this project has voluntarily agreed to support a portion of the cost through the contribution of in-kind services, and

WHEREAS, Section 225 of the Water Resources Development Act of 1992, PL 102-580, (Oct 31, 1992), authorized the Secretary of the Army to accept contributions from the Partner and apply those contributions to the Project, and

WHEREAS, the Government and the Partner 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 Partner agree as follows:

ARTICLE I - DEFINITIONS AND GENERAL PROVISIONS

For purposes of this agreement:

- a. The term "Project" shall mean the development of a pavilion in the Northeast Missouri Environmental Stewardship Area located in the Frank Russell Recreation Area as generally

described in The Master Plan, Design Memorandum No. 9, Clarence Cannon Dam and Mark Twain Lake, Salt River, Missouri, St. Louis District, updated 2004.

- b. The term "total project costs" shall mean all costs incurred by the Government and the Partner directly related to the development of the pavilion.
- 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 "Congress"), and using funds or services provided by the Partner, shall expeditiously operate the Project, applying those procedures usually applied to Federal projects, pursuant to Federal laws, regulations, and policies. Performance of all work on the Project (whether the work is performed under contract or by Government personnel) shall be exclusively within the control of the Government.
- b. The Government will provide goals, objectives, material and technical oversight of the development of the pavilion in accordance with the Operation Management Plan and Master Plan of Mark Twain Lake. Materials provided include a pre-engineered pavilion package, materials associated with concrete foundation and floor construction, and material necessary for electrical infrastructure.
- c. The Partner shall provide in-kind construction services, representing 30% of the total cost associated with the development pavilion.
- d. The Government will 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.
- f. The Partner shall not use Government-supplied materials and equipment, or allow their use, for other than authorized project purposes.

ARTICLE III - METHOD OF PAYMENT

- a. The Government will maintain current records of supplies and materials provided by the Partner, and a current projection of total project costs. The Government will provide the Partner with a report stating the monetary value of the Partner's in-kind services provided to date for the total project costs as required in accordance with Article II.d of this Agreement.

- b. The Partner shall provide services required under Article IIc. of this Agreement based on funding availability. The Partner's supplies and materials may vary and the Government's portion is an estimate subject to adjustment.
- c. Upon completion of the Project, the Government shall conduct a final accounting and furnish the Partner 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

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 the exercise of their respective rights and obligations under this Agreement, the Government and the Partner 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 its 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 right and obligations under this Agreement, no 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 parties 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 Partner shall hold and save the Government free from all damages arising from the Northeast Missouri Environmental Stewardship Area Pavilion project, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE IX - TERMINATION OR SUSPENSION

In the event that any party elects to terminate this Agreement pursuant to this Article, all 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 Partner: Roger Wilson
Hannibal Career and Technical Center
4550 McMasters Avenue
Hannibal, Missouri 63401

If to the Government: Sandra J. Spence
Operations Manager
Mark Twain Lake Project Office
20642 Highway J
Monroe City, Missouri 63456

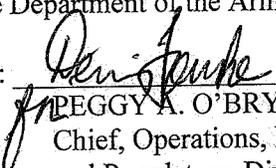
- b. A party may change the address to which such communications are to be directed by giving written notice to the other parties in the manner provided in the Article.
- c. Any notice, request, demand, or other communications made pursuant to this Article shall be deemed to have been received by the addressee at the earlier of such time as it is actually received or seven calendar days after it is mailed.

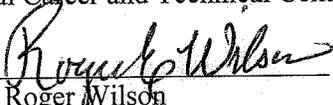
ARTICLE XI - CONFIDENTIALITY

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 of Operations, St. Louis District.

Signed and sealed this 11 day in MARCH, 2010.

The Department of the Army
BY: 
PEGGY A. O'BRYAN
Chief, Operations, Readiness
and Regulatory Division

Hannibal Career and Technical Center
BY: 
Roger Wilson
Hannibal Career and Technical Center

Appendix A

GOVERNMENT FURNISHED LABOR, MATERIALS AND EQUIPMENT

1. The Government will provide technical oversight and coordination of the pavilion development.
2. The Government will coordinate acquisition of pre-engineered Gothic Arch Pavilion. Pavilion acquisition made possible through Handshake Partnership Funding, comprising 47% of the total project cost.
3. The Government will coordinate construction of concrete foundation and associated infrastructure, accounting for 23% of the total project cost.

Appendix A

PARTNER CONTRIBUTION

1. HANNIBAL CAREER AND TECHNICAL CENTER partner shall provide in-kind construction services, representing 30% of the total cost associated with the development pavilion. Labor, equipment and technical oversight shall represent the in-kind service provided under this agreement.

Appendix B

CHALLENGE COST-SHARING FINANCIAL WORK SHEET

Project Name: Mark Twain Lake

Contact Person: Allen Mehrer

Address: U.S. Army Corps of Engineers
Mark Twain Lake Project Office
20642 Highway J
Monroe City, MO 63456

Phone: (573) 735-4097

Work Project Title: Northeast Missouri Environmental Stewardship Area Pavilion

Location: Mark Twain Lake, Frank Russell Recreation Area

Proposed Date of Work: May 2010

Description of Work: Development of a pavilion in the Northeast Missouri Environmental Stewardship Area, a regional cooperative initiative providing a consolidated venue for public and private entities to demonstrate innovative and effective stewardship technologies, share knowledge, provide educational experiences to a regional audience, and promote quality outdoor experiences.

Partners

Partner: Hannibal Career and Technical Center
Contact Person: Roger Wilson
Address: 4550 McMasters Avenue
Hannibal, Missouri 63461

	Government	Handshake Agreement	Partner	Total
Salaries	\$4,000.00			\$4,000.00
Material/Supply	\$4,500.00	\$17,000.00		\$21,500.00
In-kind Service			\$11,000.00	\$11,000.00
Total	\$8,500.00	\$17,000.00	\$11,000.00	\$36,500.00
Share of Cost	23%	47%	30%	100%