

CHALLENGE PARTNERSHIP
AGREEMENT BETWEEN
THE DEPARTMENT OF THE
ARMY AND
SAULT AREA TOURIST BUREAU
AND
SOO LOCKS VISITOR CENTER ASSOCIATION
AND
CITY OF SAULT SAINTE MARIE
AND
BAY MILLS INDIAN COMMUNITY
AND
SAULT TRIBE OF CHIPPEWA INDIANS

THIS AGREEMENT, entered into this 21 day of June, 2018, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander, U.S. Army Engineer District Detroit, and Sault Area Tourist Bureau, (hereinafter "Partner One") represented by Linda Hoath, and Soo Locks Visitor Center Association, represented by Ray Bell (hereinafter "Partner Two"), and City of Sault Sainte Marie, represented by City Manager Oliver Turner, (hereinafter "Partner Three"), and Bay Mills Indian Community, represented by Paula Carrick (hereinafter "Partner Four"), and Sault Tribe of Chippewa Indians represented by Colleen Medicine (hereinafter "Partner Five").

WITNESSETH, THAT:

WHEREAS, the Government manages lands and waters at the at the St. Marys Falls Canal, which includes recreational opportunities for the public in Brady Park, and

WHEREAS, the installation of an accessible picnic structure and wayside exhibit in Brady Park at the St. Marys Falls Canal will increase the recreational opportunities for the public, and

WHEREAS the Partners are interested in promoting and assisting the Government in providing this accessible picnic structure and exhibit to the public, and

WHEREAS, it is mutually beneficial to the Government and the Partners to work cooperatively to make this accessible picnic structure and exhibit available to the public, and

WHEREAS, the Partners, in order to assist the Government in this project have voluntarily agreed to provide funds, services and materials, 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 Partner agree as follows:

ARTICLE I - DEFINITIONS AND GENERAL PROVISIONS

For purposes of this agreement:

a. The term "Project" shall mean a 24' X 36' prefabricated roofed picnic structure assembled on a concrete slab with an accessible concrete sidewalk leading from the parking area to the structure in Brady Park at the St. Marys Falls Canal, and a National Park Service style free-standing, direct embedded cantilevered wayside exhibit as generally described in the application, dated September 2017 and the attached work plan.

b. The term "total project costs" shall mean all costs, materials and in-kind services 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 Partner One, 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 funds, labor and materials valued at \$57,000 towards the project, to include the purchase of a prefabricated picnic structure kit, installation of the concrete pad that will form the base of the picnic structure, installation of the wayside exhibit, and assembly of the picnic structure.

c. Partner One shall provide \$15,000 in funds towards the purchase of a prefabricated picnic structure kit.

d. Partner Two shall provide a wayside exhibit, valued at \$2,000 in materials.

e. Partner Three shall provide in-kind services to install an ADA compliant ramp and parking space, valued at \$10,000.

f. Partner Four shall provide professional in-kind services valued at \$3,125 to conduct archaeological oversight of excavation activities, review structure plans and develop exhibit content.

g. Partner Five shall provide professional in-kind services valued at \$2,000 to conduct archaeological oversight of excavation activities, review structure plans and develop exhibit content.

h. 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.

i. 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 Partners' contributions required in accordance with Article II. of this Agreement. On the effective date of this Agreement, total project costs are projected to be \$89,125. Partner One's contribution is projected to be \$15,000, Partner Two's contribution is projected to be \$2,000, Partner Three's contribution is projected to be \$10,000, Partner Four's contribution is projected to be \$3,125, and Partner Five's contribution is projected to be \$2,000. 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. Partner One shall provide the contribution required under Article II.b. of this Agreement in accordance with the following provisions: Not less than 30 calendar days prior to issuance of the solicitation for purchase of the picnic structure kit, the Government shall notify Partner One of the funds required from Partner One to meet its projected contribution, including its proportionate share of the Government's financial obligations incurred prior to the commencement of the period of construction. Prior to the award of the solicitation, Partner One shall provide the Government with the full amount of the required funds by delivering a check payable to "FAO, USAED, Detroit District" sent to: Budget Analyst, 312 W. Portage, Sault Ste. Marie, MI 49783. The Government shall draw from the funds provided by Partner One such sums as the Government deems necessary to cover Partner One's proportionate share of the purchase of the picnic structure kit. In the event the Government determines that Partner One must provide additional funds to meet its obligation, the Government shall notify Partner One of the additional funds required. Within 60 calendar days thereafter, Partner One

shall provide the Government with a check for the full amount of the additional required funds

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 one-sixth 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, none of the parties shall provide, without the consent of the other parties, 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

Each Partner and its contractors 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 or damages due to the fault or negligence of third parties.

ARTICLE IX - TERMINATION OR SUSPENSION

a. If at any time the Partners fail to fulfill their 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 each party may elect without penalty to terminate this Agreement or to suspend future performance under this Agreement. In the event that a 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 a party elects to terminate this Agreement pursuant to this Article, the 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 Partner One: Linda Hoath
Director, Sault Area Tourist Bureau
225 E. Portage
Sault Ste. Marie, MI 49783
- If to Partner Two: Ray Bell
President, SLVCA
PO Box 666
Sault Ste. Marie, MI 49783
- If to Partner Three: Oliver Turner
City Manager, City of Sault Ste. Marie
225 E. Portage
Sault Ste. Marie, MI 49783
- If to Partner Four: Paula Carrick
Historic Preservation Officer
Bay Mills Indian Community
12485 W. Lakeshore Drive
Brimley, MI 49715
- If to Partner Five: Colleen Medicine
Cultural Repatriation Specialist
Sault Tribe of Chippewa Indians
523 Ashmun Street
Sault Ste. Marie, MI 49783
- If to the Government: Michelle Briggs
Park Ranger, U.S. Army Corps of Engineers
312 W. Portage
Sault Ste. Marie, MI 49783

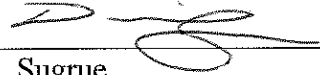
b. A party may change the address to which such communications are to be directed by giving written notice to the other parties in the manner provided in this Article.

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.

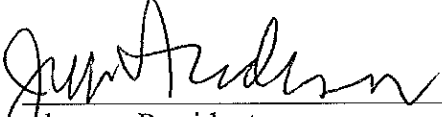
ARTICLE XI - CONFIDENTIALITY

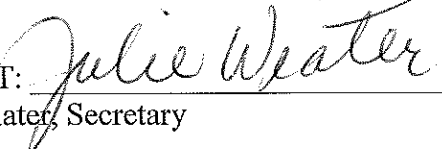
To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party. IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the Commander of the Detroit District.

The DEPARTMENT OF ARMY

BY: 
Dennis P. Sugrue
Lieutenant Colonel, U.S. Army
District Engineer

SAULT AREA TOURIST BUREAU

BY: 
Jim Anderson, President

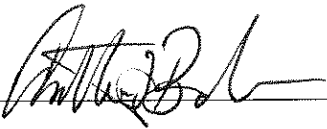
ATTEST: 
Julie Wiater, Secretary

SOO LOCKS VISITOR CENTER ASSOCIATION

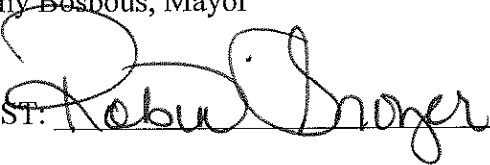
BY: 
Ray Bell, President

ATTEST: 
Edward Reining

CITY OF SAULT SAINTE MARIE

BY: 

Anthony Bosbous, Mayor

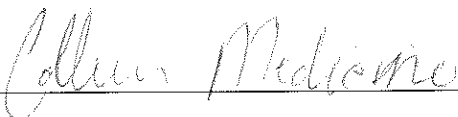
ATTEST: 

Robin Troyer, Deputy City Manager/City Clerk

BAY MILLS INDIAN COMMUNITY

BY: 
Paula Carrick, Historic Preservation Officer

SAULT SAINTE MARIE TRIBE OF CHIPPEWA INDIANS

BY: 

Colleen Medicine, Cultural Repatriation Specialist

Work Plan

Proposed start date of work: April/May 2018 weather permitting

Through this partnership a pre-fabricated 24' X 36' shelter kit that conforms to applicable building codes and federal construction standards to meet or exceed a life expectancy of 40 or more years will be purchased (estimated cost: \$35,000). The structure's frame, including support columns will be structural steel tubing, sand blasted, primed with epoxy and polyester powder coated. Framing will be detailed to prevent ledges or openings where birds or small animals could perch or nest. The structure will have a ground snow load of 70 pounds per foot. The steel roof will have a 4:12 pitch. USACE personnel will excavate and install a concrete pad. The pad will be set 6 inches into the ground to create a stable surface that resists heaving in annual freeze/thaw cycles. The surface will be broom finished. The City of Sault Sainte Marie will install a handicap accessible ramp to the pad and a van accessible parking space in the existing parking area. The USACE District Archaeologist and Tribal officials will oversee all digging operations. USACE personnel will assemble the shelter on the pad. The USACE Park Ranger will work with Tribal Officials to develop wayside exhibit content. The SLVCA will provide a ready to install wayside exhibit following NPS standards using a low profile cantilevered galvanized base with a high pressure laminate panel (materials and format to match existing exhibits in the park). USACE personnel will install the exhibit, directly embedding it 48 inches into the ground to reach below the frost line.

Challenge Partnership Financial Work Sheet

Corps Project Name: St. Marys Falls Canal

Work Project Title: Accessible Picnic Structure

POC Name: Michelle Briggs

Address: 312 W. Portage City: Sault Ste. Marie State: MI Zip Code: 49783

Telephone: 906 - 635 - 6171

Location on Project: Brady Park

Partner Organization 1: Sault Area Tourism Bureau

POC Name: Linda Hoath

Address: 225 E. Portage City: Sault Ste. Marie State: MI Zip Code: 49783

Telephone: 906 - 632 - 3366

Partner Organization 2: Soo Locks Visitor Center Association

POC Name: Ray Bell

Address: PO Box 666 City: Sault Ste. Marie State: MI Zip Code: 49783

Telephone: 906 - 632 - 0893

Partner Organization 3: City of Sault Sainte Marie

POC Name: Oliver Turner

Address: 225 E. Portage City: Sault Ste. Marie State: MI Zip Code: 49783

Telephone: 906 - 632 - 5706

Partner Organization 4: Bay Mills Indian Community

POC Name: Paula Carrick

Address: 12485 W. Lakeshore Drive City: Brimley State: MI Zip Code: 49715

Telephone: 906 - 248 - 2258

Partner Organization 5: Sault Tribe of Chippewa Indians

POC Name: Colleen Medicine

Address: 523 Ashmun Street City: Sault Ste. Marie State: MI Zip Code: 49783

Telephone: 906 - 635 - 6050

	Local Corps Office	Handshake Funds	Sault CVB	City of Sault Ste. Marie	Bay Mills Indian Community	Sault Tribe of Chippewa Indians
Salaries	\$30,000	N/A	\$0	\$0	\$0	\$0
Travel	\$0	N/A	\$0	\$0	\$0	\$0
Materials and Supplies	\$7,000	\$0	\$0	\$0	\$0	\$0
Equipment Use	\$0	\$0	\$0	\$0	\$0	\$0
Funds Contributed	N/A	N/A	\$15,000	\$0	\$0	\$0
Personal Property	N/A	N/A	\$0	\$0	\$0	\$0
Volunteer	N/A	N/A	\$0	\$0	\$0	\$0
In-Kind Services	N/A	N/A	\$0	\$10,000	\$3,125	\$2,000
Other (explain below)	\$0	\$20,000	\$0	\$0		\$0
Total	\$37,000	\$20,000	\$15,000	\$10,000	\$3,125	\$2,000
Share of Total Cost	41.5%	22.4%	16.8%	11.2%	3.5%	2.2%
	64.0%					
	SLVCA					
Salaries	\$0					
Travel	\$0					
Materials and Supplies	\$2,000					
Equipment Use	\$0					
Funds Contributed	\$0					
Personal Property	\$0					
Volunteer	\$0					
In-Kind Services	\$0					
Other (explain below)	\$0					
Total	\$2,000					
Share of Total Cost	2.2%					
						Total
Salaries						\$30,000
Travel						\$0
Materials and Supplies						\$9,000
Equipment Use						\$0
Funds Contributed						\$15,000
Personal Property						\$0
Volunteer						\$0
In-Kind Services						\$15,125
Other (explain below)						\$20,000
Total						\$89,125
Share of Total Cost						100%

Other: \$20,000 Handshake Partnership funds