

CHALLENGE PARTNERSHIP
AGREEMENT BETWEEN
THE DEPARTMENT OF THE
ARMY AND
SOO LOCKS VISITOR CENTER ASSOCIATION
AND
SAULT AREA TOURIST BUREAU
AND
THE SAULT EVENTS
AND
THE GREAT LAKES SHIPWRECK HISTORICAL SOCIETY

THIS AGREEMENT, entered into this 25th day of April, 2021, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander, U.S. Army Engineer District Detroit, and Soo Locks Visitor Center Association, (hereinafter "Partner One") represented by Raymond Bell, and Sault Area Tourist Bureau, (hereinafter "Partner Two") represented by Jim Anderson, and Sault Events (herein after "Partner Three"), represented by Jim Anderson, and The Great Lakes Shipwreck Historical Society (hereinafter "Partner Four") represented by Bruce Lynn.

WITNESSETH, THAT:

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

WHEREAS, the preservation and interpretation of lock models in Canal 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 preserving and interpreting these models for the public, and

WHEREAS, it is mutually beneficial to the Government and the Partners to work cooperatively to preserve and interpret these models, and make them 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 repair, conservation and rehousing of lock models in accessible containers, and the creation of three National Park Service style free-standing, direct embedded cantilevered wayside exhibits as generally described in the application, dated October 2021, and the attached Work Plan.

b. The term "total project costs" shall mean all costs, materials and services incurred by the Government and the Partners directly related to completion 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 complete 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 \$31,000 towards the project, to include removing current containers, transporting the models, preparation of the concrete plaza for installation of the models, and installation of the wayside exhibits.

c. Partner One shall provide \$78,000 in funds for the project.

d. Partner Two shall provide \$2,000 in funds for the project.

e. Partner Three shall provide materials and services valued at \$500 for event planning and refreshments for an unveiling ceremony for the models, and \$2,000 in funds for the project.

g. Partner Four shall provide \$1,000 in funds for the project.

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 the paragraphs 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 \$114,500. Partner One's contribution is projected to be \$78,000, Partner Two's contribution is projected to be \$2,000, Partner Three's contribution is projected to be \$2,500, and Partner Four's contribution is projected to be \$1,000. 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. The Partners shall provide the contribution required under Article II. of this Agreement in accordance with the following provisions: Not less than 30 calendar days prior to issuance of the solicitation for conservation and rehousing of the models, the Government shall notify all Partners of the funds required from each Partner to meet their projected contributions, including their proportionate share of the Government's financial obligations incurred prior to the commencement of the period of construction. Prior to the issuance of the solicitation, the Partners 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 the Partners such sums as the Government deems necessary to cover the Partners' proportionate share of the total project costs. In the event the Government determines that the Partners must provide additional funds to meet their obligations, the Government shall notify the Partners of the additional funds required. Within 60 calendar days thereafter, each Partner 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-fifth 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: Ray Bell
President, SLVCA
PO Box 666
Sault Ste. Marie, MI 49783

If to Partner Two: Linda Hoath
Director, Sault Area Tourist Bureau
225 E. Portage
Sault Ste. Marie, MI 49783

If to Partner Three: Debbie Goeschel
The Sault Events
225 E. Portage
Sault Ste. Marie, MI 49783

If to Partner Four: Bruce Lynn
Director, Great Lakes Shipwreck Historical Society
400 W. Portage Ave.
Sault Ste. Marie, MI 49783

If to the Government: Michelle Briggs
Chief 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: Scott M. Katalenich
LTC Scott Katalenich
District Commander Detroit District

SOO LOCKS VISITOR CENTER ASSOCIATION

BY: Ray Bell
Ray Bell, President

ATTEST: Debbie Goeschel
Debbie Goeschel, Treasurer

SAULT AREA TOURIST BUREAU

BY: Jim Anderson
Jim Anderson, President

ATTEST: Patricia Paris
Patricia Paris, Secretary

THE SAULT EVENTS

BY: Jim Anderson
Jim Anderson, President

ATTEST: Patricia Paris
Patricia Paris, Secretary

GREAT LAKES SHIPWRECK HISTORICAL SOCIETY

BY: Bruce Lynn
Bruce Lynn, Director

Work Plan

Proposed start date of work: September 2021 weather permitting

Through this partnership lock models in Upper Canal Park at the Soo Locks will be conserved, repairing original components and accurately replicating all others. Each model will undergo lead mitigation and be painted with archival paints. Current containers will be replaced with new exhibit cases constructed of hot-dip galvanized steel with steel tube legs to keep the cases above the ground and allow for mechanical lifting. Each case will have a radius top of laminated safety glass coated to reduce heat and UV exposure in the case while allowing optimal viewing by visitors. Conservation and cases will be provided by a contractor. USACE will disassemble and remove the current cases and prepare the plaza area to receive the new cases. Wayside exhibits, following NPS standards using low profile cantilevered galvanized bases with high pressure laminate panels will be purchased by USACE using partner funds through regular procurement processes. USACE will install the exhibits anchoring them to the concrete. At the conclusion of reinstalling the models, the Sault Events will work with the Park Ranger to coordinate an unveiling celebration.

Challenge Partnership Financial Work Sheet

Corps Project Name: St. Marys Falls Canal

Work Project Title: Lock Models Preserve the Past, Present the Future

POC Name: Michelle Briggs

Address: 312 W. Portage

City: Sault Ste. Marie

State: MI

Zip Code: 49783

Telephone: 906 - 635 - 6171

Location on Project: Canal Park, Soo Locks

Partner Organization 1: Soo Locks Visitor Center Association

POC Name: Ray Bell

Address: 511 Ashmun St. #103

City: Sault Ste. Marie

State: MI

Zip Code: 49783

Telephone: 906 - 632-3366

Partner Organization 2: 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 3: The Sault Events

POC Name:

Address: 225 E. Portage

City: Sault Ste. Marie

State: MI

Zip Code: 49783

Telephone: 906 - 632 - 3366

Partner Organization 4: Great Lakes Shipwreck Historical Society

POC Name: Bruce Lynn

Address: 400 W. Portage Ave.

City: Sault Ste. Marie

State: MI

Zip Code: 49783

Telephone: 906 - 635 - 1742
