

CHALLENGE PARTNERSHIP AGREEMENT  
BETWEEN  
THE DEPARTMENT OF THE ARMY  
AND  
THE OHIO VALLEY RIVER MUSEUM, AND THE HANNIBAL GARDEN CENTER,  
AND  
THE MONROE COUNTY COMMISSIONERS,  
AND  
THE OHIO LEE WATER AUTHORITY,  
AND  
THE MONROE COUNTY HISTORICAL SOCIETY,  
AND  
THE BROKEN TIMBER OUTDOOR EDUCATION CENTER,  
AND  
THE OHIO TOWNSHIP TRUSTEES,  
AND  
THE MONROE COUNTY TOURISM BUREAU,  
AND  
THE SARDIS VETERANS OF FOREIGN WARS POST 9930,  
AND  
THE MONROE ARTS COUNCIL,  
AND  
THE SWITZERLAND OF OHIO LOCAL SCHOOL DISTRICT,  
AND  
THE OHIO RIVER SCENIC BYWAY,  
AND  
THE HANNIBAL AMERICAN LEGION POST 760

THIS AGREEMENT, entered into this 17th day of May, 2016, by and between the Department of the Army (hereinafter the "Government"), represented by the District Engineer, U.S. Army Engineer District Pittsburgh, and The Ohio Valley River Museum, The Hannibal Garden Center, The Monroe County Commissioners, The Ohio Lee Water Authority, The Monroe County Historical Society, The Broken Timber Outdoor Education Center, The Ohio Township Trustees, The Monroe County Tourism Bureau, The Sardis Veterans of Foreign Wars Post 9930, The Monroe Arts Council, The Switzerland of Ohio Local School District, The Ohio River Scenic Byway, and The Hannibal American Legion Post 760 (hereinafter the "Partners").

WITNESSETH, THAT:

WHEREAS, the Government manages lands and waters at Hannibal Locks and Dam which includes educational and recreational opportunities for the public, and

WHEREAS, the Partners seek to integrate the Corps' water resources management mission and rich local riverfront history into the growing local tourism industry, and

WHEREAS, the revitalization and reopening of the Government's Regional Visitor Center and adjacent lands at Hannibal Locks and Dam will increase the educational and recreational opportunities for the public, and

WHEREAS the Partners are interested in promoting and assisting the Government in revitalizing and reopening this Regional Visitor Center and adjacent lands, and

WHEREAS, it is mutually beneficial to the Government and the Partners to work cooperatively to make this Regional Visitor Center and adjacent lands available to the public, and

WHEREAS, the Government and the Partners agree this is the first phase of a multi-year effort to transform the Regional Visitor Center and adjacent lands into a world-class facility, and

WHEREAS, the Partners, in order to assist the Government in this project, have voluntarily agreed to pay a portion of the cost, 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 performing certain tasks to revitalize and reopen the Government's Regional Visitor Center and adjacent lands at Hannibal Locks and Dam, including but not limited to these tasks: cleaning the Visitor Center, removing outdated exhibits and displays, providing new or updating current exhibits and displays, providing a fence to enable the Government to close the scenic overlook if necessary, installing tinting materials on the windows to protect and preserve the exhibits and displays, installing new flooring materials where the current materials are uneven or unsafe, providing new lighting fixtures, enhancing the appearance of the adjacent lands through attractive landscaping and beautification, opening the Regional Visitor Center at times agreed to by the Government and the Partners, showcasing and marketing the facility once it has been reopened to the public, and further refining plans to transform the Visitor Center and adjacent grounds into a world-class regional tourism opportunity.

b. The term "total project costs" shall mean all costs incurred by the Government and the Partners directly related to completing 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 perform 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 labor and materials to revitalize and reopen the Regional Visitor Center and adjacent lands, including but not limited to: leadership and management oversight, labor to safely complete the project, and purchasing certain exhibits and displays, window tint, certain flooring materials, certain landscaping materials, and other materials and supplies.

c. The Government shall designate certain areas both inside the Visitor Center and on the adjacent grounds as available for the Partners to display exhibits and historical items. The Government shall have the right to review the items the Partners wish to display, and may reject and refuse any such item at the sole discretion of the Government.

d. The Partners shall provide technical expertise and assistance in the following manner:

1. Ohio Valley River Museum will coordinate and manage the activities of the other Partners volunteering to revitalize and reopen the Visitor Center and adjacent grounds, and will provide new displays, update current exhibits, and display historical items at the Visitor Center and adjacent grounds.
2. Hannibal Garden Center (Master Gardeners) will lead the efforts to beautify the adjacent lands and establish the community gardens by providing labor, equipment, supplies and materials, and expertise.

3. Monroe County Commissioners will provide, public affairs assistance, and act as liaison between the Partners and local elected officials.
  4. Ohio Lee Water Authority will provide labor and equipment to revitalize the adjacent grounds.
  5. Monroe County Historical Society will provide display materials, assistance with programming, and continued research in order to better enhance the story of Monroe County history on the riverfront. The Society will also offer labor and preservation assistance restoring the adjacent grounds, including the maneuver boat currently at the dam, as well as display items that showcase local riverfront history.
  6. Broken Timber Outdoor Education Center will display certain exhibits in the Visitor Center, provide technical expertise in planning the beautification of the adjacent lands, and provide labor, supplies, and materials for both efforts.
  7. Ohio Township Trustees will provide labor and equipment to revitalize the adjacent grounds.
  8. Monroe County Tourism Bureau (MCTB) will include the Visitor Center's information and hours of operation in MCTB promotional materials to raise awareness of the Visitor Center.
  9. Sardis Veterans of Foreign Wars Post 9930 will provide labor to assist in revitalizing and reopening the Visitor Center and adjacent grounds, including scraping and painting, and landscaping.
  10. Monroe Arts Council will provide assistance and support with design ideas in rehabilitating the Visitor Center, expertise with sign design at the facility, and will conduct art and craft related activities on the grounds for the visiting public.
  11. Switzerland of Ohio Local School District will provide labor and supplies and materials to revitalize and reopen the Visitor Center and adjacent grounds.
  12. Ohio River Scenic Byway will include the Visitor Center's information and hours of operation in promotional materials to raise awareness of the Visitor Center.
  13. Hannibal American Legion Post 760 will provide labor to assist in revitalizing and reopening the Visitor Center and adjacent grounds, including scraping and painting, and landscaping.
- e. All exhibits and historical items owned by the Partners and not purchased with Government funds will remain the property of the Partners. The Government will not

provide any insurance, for such exhibits or items and the Government will not be liable for any loss of or damage to the items owned by the Partners.

f. 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.

g. 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 Partner and a current projection of total project costs. At least quarterly, the Government shall provide the Partner 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 Partner's contribution required in accordance with Article II of this Agreement. On the effective date of this Agreement, total project costs are projected to be \$ 125,050, and the Partner's contribution required under Article II of this Agreement is projected to be \$94,050. Such amounts are estimates subject to adjustment and are not to be construed as the total financial responsibilities of the Government and the Partner.

b. Upon completion of the Project and resolution of all relevant claims and appeals, 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.

1. In the event the final accounting shows that the total contribution provided by the 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 the 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 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 their respective 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 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 the Partners fail to fulfill their obligations under this Agreement, the District Engineer 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 either 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 the Partners:

President  
Ohio Valley River Museum  
112 Ferry Street, PO Box 162  
Clarrington, OH 43915

Owner  
Hannibal Garden Center  
42293 State Route 7  
Clarington, OH 43915

Commissioner  
Monroe County Board of Commissioners  
101 North Main Street  
Woodsfield, OH 43793

Supervisor  
Ohio Lee Water Authority  
37414 State Route 7  
Sardis, OH 43946

President  
Monroe County Historical Society  
118 Home Avenue  
Woodsfield, OH 43793

Director  
Broken Timber Outdoor Education Center  
PO Box 196  
Hannibal, OH 43931

Chairman  
Ohio Township Board of Trustees  
52746 State Route 536  
Hannibal, OH 43931

Director  
Monroe County Tourism Bureau  
118 South Paul Street  
Woodsfield, OH 43793

Commander  
Sardis Veterans of Foreign Wars Post 9930  
38146 State Route 7  
Sardis, OH 43946

President  
Monroe Arts Council

118 South Paul Street  
Woodsfield, OH 43793

Superintendent  
Switzerland of Ohio Local School District  
304 Mill Street  
Woodsfield OH 43793

Monroe County Representative  
Ohio River Scenic Byway  
50037 German Ridge Road  
Beallsville, OH 43716

Commander  
Hannibal American Legion Post 760  
52261 Bares Run Road  
Sardis, OH 43946

If to the Government:

Partnership Manager, Operations Division  
U.S. Army Engineer District, Pittsburgh  
1000 Liberty Avenue  
Pittsburgh, PA 15222

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 District Engineer, Pittsburgh District.

The Department of the Army

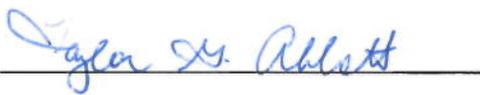
BY: 

DATE: 5/17/16

BERNARD R. LINDSTROM  
TITLE: District Engineer

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Ohio Valley River Museum

BY: 

DATE: 5/18/16

TAYLOR ABBOTT  
TITLE: President

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Hannibal Garden Center

BY: 

DATE: 5/17/16

BOB HESLEP  
TITLE: Owner

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Monroe County Commissioners

BY: 

DATE: 5/17/16

MICK SCHUMACHER  
TITLE: Commissioner

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Ohio-Lee Water Authority

BY: 

DATE: 5/17/16

JOHN IRWIN  
TITLE: Supervisor

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Monroe County Historical Society

BY: Joyce M. Wiggins

DATE: 5/17/14

JOYCE WIGGINS  
TITLE: President

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Broken Timber Outdoor Education Center

BY: Roy Thomas

BY: Keith Jones

DATE: 5/17/16

ROY THOMAS  
TITLE: Director

KEITH JONES  
TITLE: Director

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Ohio Township Trustees

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

JOHN IRWIN  
TITLE: Supervisor

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Monroe County Tourism Bureau

BY: Janet Conn

DATE: 5/17/16

JANET CONN  
TITLE: Director

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Sardis Veterans of Foreign Wars Post 9930

BY: Stacy Dye

DATE: 5-17-16

STACY DYE  
TITLE: Commander

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Monroe Arts Council

BY: Marlene Moose

DATE: 5-17-16

MARLENE MOOSE  
TITLE: President

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Switzerland of Ohio Local School District

BY: John Hall

DATE: 5/17/16

JOHN HALL  
TITLE: Superintendent

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Ohio River Scenic Byway

BY: Marjorie Baumberger

DATE: 5-17-16

MARJORIE BAUMBERGER  
TITLE: Monroe County Representative

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Hannibal American Legion Post 760

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

KENNETH W. ALLEMAN  
TITLE: Commander

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## Challenge Partnership Financial Work Sheet

Corps Project Name: Hannibal Lock and Dam  
Work Project Title: Hannibal Lock and Dam Visitor Center Revitalization  
POC Name: Samuel F. Wagner  
Address: William S. Moorhead Federal Bldg., 1000 Liberty Ave, 20th floor  
City: Pittsburgh State: PA Zip Code: 15222  
Telephone: 412-395-7586  
Location of Project: Hannibal Locks and Dam

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Partner Organization 1: Ohio Valley River Museum  
POC Name: Barbara Rush, Director – Taylor Abbott, President  
Address: 112 Ferry Street, PO Box 162 City: Clarington State: OH Zip Code: 43915  
Telephone: 740-391-2786

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Partner Organization 2: Hannibal Garden Center (Master Gardeners)  
POC Name: Bob Heslep, Owner  
Address: 42293 State Route 7 City: Clarington State: OH Zip Code: 43915  
Telephone: 740-228-1460

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Partner Organization 3: Monroe County Commissioners  
POC Name: Mick Schumacher  
Address: 101 North Main Street City: Woodsfield State: OH Zip Code: 43793  
Telephone: 740-472-1341

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Partner Organization 4: Ohio Lee Water Authority  
POC Name: John Irwin  
Address: 37414 State Route 7 City: Sardis State: OH Zip Code: 43946  
Telephone: 740-483-1542

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Partner Organization 5: Monroe County Historical Society  
POC Name: Joyce Wiggins, President  
Address: 118 Home Avenue City: Woodsfield State: OH Zip Code: 43793  
Telephone: 740 - 472 - 1933

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Partner Organization 6: Broken Timber Outdoor Education Center

POC Name: Roy Thomas

Address: PO Box 196

City: Hannibal

State: OH Zip Code: 43931

Telephone: 740-228-1460

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Partner Organization 7: Ohio Township Trustees

POC Name: John Irwin, Supervisor

Address: 52746 Sr 536

City: Hannibal

State: OH

Zip Code: 43931

Telephone: 740-483-1800

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Partner Organization 8: Monroe County Tourism Bureau

POC Name: Janet Conn

Address: 118 South Paul Street

City: Woodsfield

State: OH Zip Code: 43793

Telephone: 734-457-1030

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Partner Organization 9: Sardis Veterans of Foreign Wars Post 9930

POC Name: Stacy Dye

Address: 38146 State Route 7

City: Sardis

State: OH Zip Code: 43946

Telephone: 740-483-1153

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Partner Organization 10: Monroe Arts Council

POC Name: Marlene Moose

Address: 118 South Paul Street

City: Woodsfield

State: OH Zip Code: 43793

Telephone: 740-472-9131

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Partner Organization 11: Switzerland of Ohio Local School District

POC Name: John Hall

Address: 304 Mill Street

City: Woodsfield

State: OH Zip Code: 43793

Telephone: 740-472-5801

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Partner Organization 12: Ohio River Scenic Byway

POC Name: Marjorie Baumberger, County Representative

Address: 50037 German Ridge Road

City: Beallsville

State: OH Zip Code: 43716

Telephone: 740 - 391 - 7900

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Partner Organization 13: Hannibal American Legion Post 760

POC Name: Kenneth W. Alleman

Address: 52261 Bares Run Road      City: Sardis      State: OH Zip Code: 43946

Telephone: 740-483-1445

	Local Corps Office	Handshake Funds	Partner 1	Partner 2	Partner 3	Partner 4
Salaries	\$5,000	\$0	\$0	\$0	\$1000	\$0
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Materials and Supplies	\$1,000	\$20,000	\$500	\$3,600	\$0	\$0
Equipment Use	\$0	\$5,000	\$0	\$8,000	\$0	\$5,000
Funds Contributed	\$0	\$0	\$1,000	\$0	\$0	\$0
Personal Property	\$0	\$0	\$0	\$0	\$0	\$0
Volunteer	\$0	\$0	\$47,000	\$8,000	\$0	\$0
In-Kind Services	\$0	\$0	\$1,000	\$0	\$0	\$0
Other (explain below)	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total</b>	<b>\$6,000</b>	<b>\$25,000</b>	<b>\$49,500</b>	<b>\$19,600</b>	<b>\$1,000</b>	<b>\$5,000</b>
<b>Share of Total Cost</b>	4.8%	20.0%	39.6%	15.7%	0.8%	4.0%

	Partner 5	Partner 6	Partner 7	Partner 8	Partner 9	Partner 10
Salaries	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Materials and Supplies	\$0	\$0	\$0	\$0	\$0	\$0
Equipment Use	\$0	\$0	\$5,000	\$0	\$0	\$0
Funds Contributed	\$0	\$0	\$0	\$0	\$0	\$0
Personal Property	\$0	\$0	\$0	\$0	\$0	\$0
Volunteer	\$2,350	\$2,350	\$0	\$0	\$2,350	\$1,200
In-Kind Services	\$0	\$0	\$0	\$0	\$0	\$0
Other (explain below)	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total</b>	<b>\$2,350</b>	<b>\$2,350</b>	<b>\$5,000</b>	<b>\$0</b>	<b>\$2,350</b>	<b>\$1,200</b>
<b>Share of Total Cost</b>	1.9%	1.9%	4.0%	0.0%	1.9%	0.009596162

	Partner 11	Partner 12	Partner 13	Partner 14	Partner 15	Total
Salaries	\$0	\$0	\$0	\$0	\$0	\$5,000
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Materials and Supplies	\$0	\$0	\$0	\$0	\$0	\$25,100
Equipment Use	\$0	\$0	\$0	\$0	\$0	\$23,000
Funds Contributed	\$0	\$0	\$0	\$0	\$0	\$1,000
Personal Property	\$0	\$0	\$0	\$0	\$0	\$0
Volunteer	\$0	\$2,350	\$2,350	\$0	\$0	\$67,950
In-Kind Services	\$1,000	\$0	\$0	\$0	\$0	\$2,000
Other (explain below)	\$0	\$0	\$0	\$0	\$0	\$1,000
<b>Total</b>	<b>\$1,000</b>	<b>\$2,350</b>	<b>\$2,350</b>	<b>\$0</b>	<b>\$0</b>	<b>\$125,050</b>
<b>Share of Total Cost</b>	0.8%	1.9%	1.9%	0.0%	0.0%	100%