

CHALLENGE PARTHERSHIPAGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
THE CAPE FEAR COUNCIL OF GOVERNMENTS (CFCOG)
AND
A STEP FORWARD, INC
AND
LOWER BLADEN COLUMBUS HISTORICAL SOCIETY
AND
MEN AND WOMEN UNITED FOR YOUTH AND FAMILIES
AND
EAST ARCADIA MIDDLE SCHOOL
AND
WILMINGTON WATER TOURS, LLC

THIS AGREEMENT, entered into this day of _2/13, 2012 by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander, U.S. Army Engineer District or his delegated representative, and The Cape Fear Council Of Governments; A Step Forward, Inc; Lower Bladen Columbus Historical Society; Men And Women United For Youth And Families; East Arcadia Middle School; and Wilmington Water Tours, LLC (Collectively hereinafter the "Partners"),

WITNESSETH, THAT:

WHEREAS, the Government manages lands and waters at Cape Fear River Lock & Dam #1 which includes recreational opportunities for the public, and

WHEREAS, the installation of an accessible shelter at Lock & Dam Recreation Area on Cape Fear River Lock & Dam #1 will increase the recreational and educational opportunities for the public, and

WHEREAS the Partners are interested in promoting and assisting the Government in providing this accessible shelter, and

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

WHEREAS, the Partners, in order to assist the Government in this project have voluntarily agreed to provide in-kind services, volunteer services, and materials and supplies, 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 a picnic shelter (24 feet x 44 feet) including the foundation slab, sidewalk, and landscaping.

b. The term "total project costs" shall mean all costs 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 the Partners, 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:

- a picnic shelter kit (24 feet x 40 feet), concrete and other material and supplies for the shelter foundation slab, sidewalk, and landscaping
- oversight of volunteers and inspection of completed facilities

c. The Partners shall provide:

- The Cape Fear Council of Governments will provide volunteer labor for assembly and landscaping.
- A Step Forward, Inc will provide the services of a licensed general contractor to oversee the installation of the shelter and volunteer labor for assembly.
- East Arcadia Middle School will contribute staining/painting the tables in the shelter.
- Lower Bladen Columbus Historical Society will provide food for workers during construction and will lend a hand in providing labor.
- Wilmington Water Tours, LLC will promote the partnership project on their website and in their newsletter, and will provide a 49 passenger vessel and license operator for fund a raising event.
- Men and Women United for Youth and Families will provide student volunteers to work on the project.

d. 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.

e. No Federal funds may be used to meet the Partners' total project costs under this Agreement.

ARTICLE III - METHOD OF PAYMENT

The Government shall maintain current records of contributions provided by the Partners and a current projection of total project costs. On the effective date of this Agreement, total project costs are projected to be \$75,342, and the value of the Partners' contributions under Article II. c. of this Agreement is projected to be \$43,332 (reference financial worksheet). Such amounts are estimates subject to adjustment and are not to be construed as the total financial responsibilities of the Government and the Partners.

The Partners will provide services as described in Articles II (c), above, using their own funds, labor, and contracts. It is not anticipated that the Partners will provide funds to the Government for any of the facilities or services described in Article II. If the Partners elect to provide funds to the Government to accomplish any of the items in Articles II, this Agreement will be amended to reflect the payment and accounting associated with those funds.

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 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, 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 its 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 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 Partners 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 Partner/s:

The Cape Fear Council of Governments
Mr. Chris May Executive Director
1480 Harbour Dr.
Wilmington, NC 28401

A Step Forward, Inc.
Ms. Nicole Bryant - Executive Director
1338 East Arcadia Rd.
Riegelwood, NC 28456

Lower Bladen Columbus Historical Society
Ms. Earnestine Keaton Director
PO Box 244
Riegelwood, NC 28456

Men and Women United for Youth and
Families, CDC
Mr. Randolph Keaton, Executive Director
44 Dream Ave.
Delco, NC 28436

East Arcadia Middle School
Ms. Lisa Coley – Science Teacher
21451 NC HWY 87
Riegelwood, NC 28456

Wilmington Water Tours, LLC
Mr. Doug Springer, Owning Partner
6415 New Haven Dr
Wilmington, NC 28411

If to the Government:

Operations Project Manager
Cape Fear River Locks and Dams
U.S. Army Corps of Engineers
Post Office Box 144

Moncure, North Carolina 27559

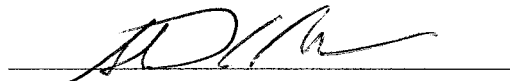
b. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

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 Wilmington District Commander.

**Department Of The Army
Corps of Engineers, Wilmington District**




Steven A. Baker, Colonel, U. S. Army
District Commander
Date 3/19/12

Lower Bladen Columbus Historical Society




Ms. Earnestine Keaton, Director
Date 2/27/12

The Cape Fear Council Of Governments



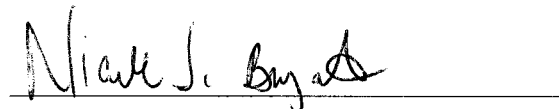
Mr. Chris May, Executive Director
Date 2-27-12

Men And Women United For Youth And Families, CDC



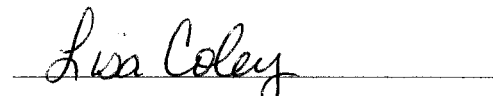
Mr. Randolph Keaton, Executive Director
Date 2/27/12

A Step Forward, Inc.



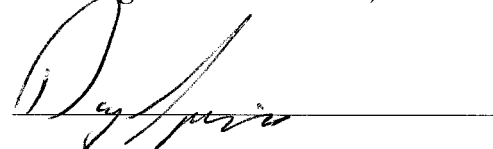
Ms. Nicole Bryant, Executive Director
Date 2-22-11

East Arcadia Middle School



Ms. Lisa Coley – Science Teacher
Date 2-13-12

Wilmington Water Tours, LLC



Mr. Doug Springer, Owing Partner

Date 2/13/2012

Challenge Partnership Agreement Financial Work Sheet

Partner Organization 1: The Cape Fear Council of Governments

POC Name: Chris May Executive Director

Address: 1480 Harbour Dr.

City: Wilmington

State: NC Zip Code: 28401

Telephone: 910-395-4553

Partner Organization 2: A Step Forward, Inc.

POC Name: Nicole Bryant M. Executive Director or Lana Carter

Address: 1338 East Arcadia Rd.

City: Riegelwood

State: NC Zip Code: 28456

Telephone: 910-232-7756

Partner Organization 3: Lower Bladen Columbus Historical Society

POC Name: Earnestine Keaton Director

Address: PO Box 244

City: Riegelwood

State: NC Zip Code: 28456

Telephone: 910-685-6735

Partner Organization 4: Men and Women United for Youth and Families, CDC

POC Name: Randolph Keaton, Executive Director

Address: 44 Dream Ave.

City: Delco

State: NC Zip Code: 28436

Telephone: 910-655-3811

Partner Organization 5: East Arcadia Middle School

POC Name: Lisa Coley – Science Teacher

Address: 21451 NC HWY 87

City: Riegelwood

State: NC Zip Code: 28456

Telephone: 910-669-2934

Partner Organization 6: Wilmington Water Tours, LLC

POC Name: Doug Springer, Owing Partner

Address: 6415 New Haven Dr.

City: Wilmington

State: NC Zip Code: 28411

Telephone:

Proposed start date of work: 8/2013

Simple description of work to be accomplished through the partnership: picnic shelter (24 feet x 44 feet) including the foundation slab, sidewalk, and landscaping.

Challenge Partnership Agreement Financial Work Sheet (continued)

	Local Corps Office	Handshake Funds	Partner 1	Partner 2	Partner 3	Partner 4	Partner 5	Partner 6	Total
In-Kind Services	\$2,000	N/A	\$2,580	\$11,160	\$3,418	\$1,500	\$1,000	\$2,500	\$24,158
Travel	\$0	N/A	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Materials and Supplies	\$5,000	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$30,000
Equipment Use	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Funds Contributed	N/A	N/A	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Personal Property	N/A	N/A	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Volunteer	N/A	N/A	\$0	\$11,360	\$6,217	\$1,536	\$1,216	\$855	\$21,184
Other (explain below)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$7,000	\$25,000	\$2,580	\$22,520	\$9,635	\$3,036	\$2,216	\$3,355	\$75,342
Share of Total Cost	9.3%	33.2%	3.4%	29.9%	12.8%	4.0%	2.9%	4.5%	100%

Additional Comments: