

CHALLENGE PARTNERSHIP (COST-SHARING) AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
THE ROANOKE RIVER BASIN ASSOCIATION

THIS AGREEMENT, entered into this 6th day of September, 2012, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander, U.S. Army Engineer District, Wilmington, and The Roanoke River Basin Association (hereinafter the "Partner"), represented by Mr. Gene Adesso, Vice President.

WITNESSETH, THAT:

WHEREAS, the Government manages lands and waters at John H. Kerr Reservoir which includes recreational opportunities for the public, and

WHEREAS, the installation of an universally accessible canoe/kayak launch at John H. Kerr Tailrace Park will increase the recreational opportunities for the public, and

WHEREAS the Partners are interested in promoting and assisting the Government in providing this universally accessible canoe/kayak launch, and

WHEREAS, it is mutually beneficial to the Government and the Partners to work cooperatively to make this universally accessible canoe/kayak launch available to the public, 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, 16 USC Section 460d authorizes the Chief of Engineers to permit the construction of facilities at water resource development projects, 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 universally accessible canoe/kayak launch at the John H. Kerr Tailrace Park to include: kayak chute with a natural break roller system and transfer bench - universally accessible to wheelchair paddlers; canoe/kayak stepped skid and rail - accessible to all but wheelchair paddlers; and ADA parking and access path with trailhead interpretive signage.

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 the availability of 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 Government personnel) shall be exclusively within the control of the Government.

b. The Government shall be responsible for the following aspects of the project:

- 1) In accordance with the Americans with Disabilities Act (ADA) standards, provide a portion of the supplies, materials and services required for the establishment of a universally accessible canoe/kayak launch.
- 2) Provide ADA accessible parking and signage.
- 3) Provide a walkway and landing allowing access to canoe/kayak launch.
- 4) Obtain and place a Trailhead kiosk.
- 5) Improve existing boat ramp parking using a combination of asphalt and gravel.
- 6) Provide shoreline stabilization adjacent to the skid/chute as needed.

Totaling - \$40,000

- c. The Partners shall be responsible for the following aspects of the project:
- 1) In accordance with the Americans with Disabilities Act (ADA) standards, provide a portion of the supplies, materials and services required for the establishment of a universally accessible canoe/kayak launch.
 - 2) Provide planning and design work to include a Blueways Master Plan, Tailrace Park site plan, and skid/chute design drawings with engineering estimates.
 - 3) Kayak chute: universally accessible to wheel chair paddlers – with a natural break roller system and accessible transfer bench.
 - 4) Canoe/kayak skid: accessible to all but wheelchair paddlers - stepped skid and rail.
 - 5) Interpretive trailhead signs: three trailhead signs at trailhead launch sites to include: Tailrace Park, Rudds Creek, and Staunton View Day Use Area.

Totaling - \$83,000

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 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.b. of this Agreement. On the effective date of this Agreement, total project costs are projected to be \$123,000. The Partner's contribution required under Article II.c. of this Agreement is projected to be \$83,000.00. 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. The Partners will provide contributions 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 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 Partner 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 Partner fails 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 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 Partner:

Scott Murray, Director
Upper Reach – Roanoke River Basin Association
274 Botetourt Court
Boydton, VA 23917

If to the Government:

John H. Kerr Reservoir
U.S. Army Engineer District
1930 Mays Chapel Road
Boydton, VA 23917

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

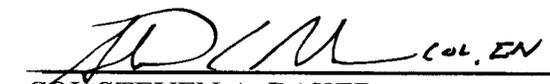
To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party. IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed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

Roanoke River Basin Association



GENE ADESSO
Vice President & Acting President 8/31/12

The Department of the Army



COL STEVEN A. BAKER
Commander, Wilmington District 9/11/12

Challenge Partnership Financial Work Sheet

Corps Project Name: John H. Kerr Dam & Reservoir

Work Project Title: Tailrace Park Blueway

POC Name: Sherrill C Storm

Address: 1930 Mays Chapel Rd

City: Boydton

State: VA Zip Code: 23917

Telephone: 434-738-6143 ext. 150

Location on Project: Tailrace Park

Partner Organization 1: Roanoke River Basin Association

POC Name: Scott Murray, Director

Address: 274 Botetourt Court

City: Boydton

State: VA Zip Code: 23917

Telephone: 252-213-9501

Proposed start date of work: February 1, 2013

Simple description of work to be accomplished through the partnership: Design and construct a universally accessible canoe/kayak launch at the John H. Kerr Tailrace Park.

	Local Corps	Handshake Funds	Partner 1	Total
Salaries	\$5,000	N/A	\$5,000	\$10,000
Travel	\$0	N/A	\$0	\$0
Materials and Supplies	\$10,000	\$20,000	\$20,000	\$50,000
Equipment Use	\$0	\$5,000	\$0	\$5,000
Funds Contributed	N/A	N/A	\$0	\$0
Personal Property	N/A	N/A	\$0	\$0
Volunteer Hrs - Value	N/A	N/A	\$0	\$0
Volunteer Services	N/A	N/A	\$20,000	\$20,000
Other (explain in text)	\$0	\$0	\$38,000	\$38,000
Total	\$15,000	\$25,000	\$83,000	\$123,000
Share of Total Cost	12.2%	20.3%	67.5%	100%

Explanation: \$38,000 listed as "Other" is estimated cost of construction contract to be entered into by the Roanoke River Basin Association for installation of facilities.