BLUE TRAILS IN THE BLUE RIDGE MOUNTAINS

CHALLENGE PARTNERSHIP AGREEMENT BETWEEN
THE DEPARTMENT OF THE ARMY
AND
THE DAN RIVER BASIN ASSOCIATION
AND
THE COUNTY OF FRANKLIN, VA
AND
THE MARTINSVILLE-HENRY COUNTY ECONOMIC DEVELOPMENT CO,
TOURISM DIVISION
AND
PATRICK COUNTY EMERGENCY SERVICES DEPT.
AND
HENRY COUNTY PARKS AND RECREATION
AND
VETERANS OF FOREIGN WARS
AND
DISABLED AMERICAN VETERANS
AND
VIRGINIA MASTER NATURALISTS
AND
PATRICK HENRY COMMUNITY COLLEGE, ENVIRONMENTAL CLUB

THIS AGREEMENT, entered into this 20th day of February, 2014, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander, U.S. Army Engineer District Wilmington; the Dan River Basin Association (hereinafter "DRBA"), represented by the DRBA Executive Director; the County of Franklin, Virginia (hereinafter “Franklin County”), represented by the Franklin County Administrator; the Martinsville-Henry County Economic Development Co. (hereinafter “MHC”), represented by the MHC Tourism Director; the Patrick County Emergency Services Dept. (hereinafter Patrick County EMS), represented by the Patrick County Administrator, and the Henry County Dept of Parks and Recreation (hereinafter HCP&R), represented by the Henry County Administrator; the Veterans of Foreign Wars (hereinafter “VFW”), represented by the United Henry County Post 2820 Commander; the Disabled American Veterans (hereinafter “DAV”), represented by the Chapter 52 Martinsville Commander; the Virginia Master Naturalists (hereinafter “VMN), represented by the VMN Executive Director; and the Patrick Henry Community College Environmental Club, (hereinafter PHCC), represented by the Club President.

WITNESSETH, THAT:

WHEREAS, the Government manages lands and waters at Philpott Lake which includes recreational opportunities for the public, and

WHEREAS, the development of Blue Trails and interpretive signage on Philpott Lake, including Park ID signs at each boat ramp, development of a Blue Trails brochure, and interpretive signs along the Blue Trails and multi-purpose land trails will increase and improve the recreational opportunities for the public on Philpott Lake, and

WHEREAS, DRBA, Franklin County, MHC, Patrick County EMS, HCP&R, VFW, DAV, VMN, and the PHCC (collectively hereinafter the “Partners”) are interested in promoting and assisting the Government in providing the above described recreational amenities at Philpott Lake, and

WHEREAS, it is mutually beneficial to the Government and the Partners to work cooperatively to make these developments on Philpott Lake, and

WHEREAS, the Partners, in order to assist the Government in this project has voluntarily agreed to pay a portion of the cost and/or provide voluntary services, 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 Partner 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 development of Blue Trails and interpretive signage on Philpott Lake in terms and under conditions as outlined herein. The Project is broken into three specific parts: 1) placing of Park ID signs at each boat ramp on Philpott Lake visible to boaters as they approach the ramp from the water, 2) development of a Blue Trails brochure, identifying launch points, destinations, and providing adequate information with which to plan a boat outing on Philpott Lake, and 3) development and placing of interpretive signs along the Blue Trails and multi-purpose land trails.

b. The term "total project costs" shall mean all costs incurred by the Government and the Partners directly related to completion of the project.

c. This agreement in no way restricts the Government or the Partners 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, labor and expertise 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:

- park ID signs and interpretive signs
- coordination and Project oversight

c. The Partners shall provide:

- funds, volunteer labor, in kind services, expertise, use of equipment, and materials and supplies as detailed in the Challenge Partnership Financial Work Sheet and Partnership Calculations

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 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 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 $70,600, and the Partners' contribution required under Article II.b. of this Agreement is projected to be $40,100. 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 will provide donations 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.

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 the Partners is less than their required shares of total project costs, the Partners 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 Partners exceed their required share of total project costs, the Government shall, subject to the availability of funds, refund the excess to the Partners 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 parties 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 involved in the dispute shall each pay in equal 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 none is to be considered the officer, agent, or employee of any other partner.

b. In the exercise of their rights and obligations under this Agreement, no party shall provide, without the consent of the other parties, any contractor with a release that waives or purports to waive any rights such that other parties 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 any of 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 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 any of the parties elect to terminate this Agreement pursuant to this Article, all 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 DRBA:	Dan River Basin Association 413 Church Street, Suite 401 Eden, NC 27288
If to Franklin County	County of Franklin 1255 Franklin Street, Suite 112 Rocky Mount, VA 24151
If to MHC	Martinsville-Henry County EDC, Tourism Division 134 E. Church St, Martinsville, VA 24114
If to Patrick County EMS	Patrick County Emergency Services Dept. 106 Rucker St. PO Box 466 Stuart, VA 24171
If to HCP&R	Henry County Parks and Recreation PO Box 7 Collinsville, VA 24078
If to VFW	Doug Stewart 1191 Longview Dr Bassett, VA 24055
If to DAV	Marc Thomas 250 White Pine Rd Bassett, VA 24055
If to VMN	Virginia Master Naturalists VMNH 21 Starling Ave. Martinsville , VA 24112
If to PHCC	Patrick Henry Community College, Environmental Club Dylan Gage Jones 645 Patriot Ave Martinsville, VA 24112
If to the Government:	U.S. Army Corps of Engineers Philpott Lake 1058 Philpott Dam Road Bassett, VA 24055

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 Commander, Wilmington District.

The Department of the Army BY: _____ Steven A. Baker Commander Wilmington District DATE: _____	**Dan River Basin Association** BY: _____ Tiffany Haworth Executive Director DATE: 2/7/14
County of Franklin, Virginia BY: _____ Richard E. Huff, II County Administrator DATE: 2/10/14	**Martinsville-Henry County EDC, Tourism** BY: _____ Jennifer Doss Tourism Director DATE: 2-7-14
Patrick County EMS BY: _____ Steve Allen Emergency Services Coordinator DATE: 2-7-14	**Henry County Parks & Recreation** BY: _____ Tim Hall County Administrator DATE: 2-10-14
Veterans of Foreign Wars BY: _____ Doug Stewart Commander United Henry County Post 2820 VFW DATE: 2-11-14	**Disabled American Veterans** BY: _____ Marc Thomas Commander Chapter 52 Martinsville DAV DATE: 2/11/14
Virginia Master Naturalists BY: _____ Teresa Prillaman Board President DATE: 2-10-14	**PHCC, Environmental Club** BY: _____ Dylan Gage Jones President DATE: 2/7/14

Challenge Partnership Financial Work Sheet

Project Title: Blue Trails In The Blue Ridge Mountains **Location on Project:** Parks All Around Philpott Lake
Corps Project: Philpott Lake, Wilmington District
POC Name: 'Rocky' Craig Rockwell, OPM
Address: 1058 Philpott Dam Rd City: Bassett State: VA Zip Code: 24055
Telephone: 276 - 629 - 4512 x 224

Partner Organization 1: DRBA
POC Name: Tiffany Haworth, Executive Director
Address: 413 Church St, Suite 401 City: Eden State: NC Zip Code: 27288
Telephone: 336 - 627 - 6261

Partner Organization 2: Franklin County
POC Name: Tarah Holland, Tourism Director
Address: 1255 Franklin St. City: Rocky Mount State: VA Zip Code: 24151
Telephone: 540 - 483 - 3040

Partner Organization 3: MHC
POC Name: Jennifer Doss, Tourism Director
Address: 134 East Church St, Suite 200 City: Martinsville State: VA Zip Code: 24114
Telephone: 276 - 403 - 5949

Partner Organization 4: Patrick County EMS
POC Name: Denise Stirewalt
Address: 106 Rucker St. PO Box 466 City: Stuart State: VA Zip Code: 24171
Telephone: 276 - 693 - 2006

Partner Organization 5: HCP&R
POC Name: Roger Adams
Address: PO Box 7 City: Collinsville State: VA Zip Code: 24078
Telephone: 276 - 634 - 4640

Partner Organization 6: VFW
POC Name: Doug Stewart
Address: 1191 Longview Dr City: Bassett State: VA Zip Code: 24055
Telephone: 276 - 629 - 1449

Partner Organization 7: DAV
POC Name: Marc Thomas
Address: 250 White Pine Rd City: Bassett State: VA Zip Code: 24055
Telephone: 276 - 629 - 5935

Partner Organization 8: VMN
POC Name: Teresa Prillaman
Address: VMNH, 21 Starling Ave City: Martinsville State: VA Zip Code: 24112
Telephone: 276 - 634 - 4141

Partner Organization 9: PHCC
POC Name: Dylan Gage Jones
Address: 645 Patriot Ave City: Martinsville State: VA Zip Code: 24112
Telephone: 276 - 638 - 8777

Proposed start date of work: January 2014

Simple description of work to be accomplished through the partnership: 1) Park ID signs at each boat ramp; 2) Blue Trails (water trails) brochure and 3) interpretive signs for Blue Trails and land trails

	Local Corps Office	Handshake Funds	Partner 1	Partner 2	Partner 3	Partner 4
Salaries	$4,000	N/A	$4,300	$1,000	$1,000	$1,000
Travel	$0	N/A	$0	$0	$0	$0
Materials and Supplies	$0	$26,500	$1,000	$0	$0	$1,000
Equipment Use	$0	$0	$4,000	$0	$0	$0
Funds Contributed	N/A	N/A	$0	$5,000	$0	
Personal Property	N/A	N/A	$0	$0	$0	$0
Volunteer	N/A	N/A	$8,800	$0	$0	$0
In-Kind Services	N/A	N/A	$0	$0	$5,000	$0
Other (explain below)	$0	$0	$0	$0	$0	$0
Total	**$4,000**	**$26,500**	**$18,100**	**$6,000**	**$6,000**	**$2,000**
Share of Total Cost	5.7%	37.5%	25.6%	8.5%	8.5%	2.8%

	Partner 5	Partner 6	Partner 7	Partner 8	Partner 9	Total
Salaries	$2,000	$0	$0	$0		$13,300
Travel	$0	$0	$0	$0	$0	$0
Materials and Supplies	$0	$0	$0	$0	$0	$28,500
Equipment Use	$0	$0	$0	$0	$0	$4,000
Funds Contributed	$0	$0	$0	$0	$0	$5,000
Personal Property	$0	$0	$0	$0	$0	$0
Volunteer	$0	$1,000	$1,000	$2,000	$2,000	$14,800
In-Kind Services	$0	$0	$0	$0	$0	$5,000
Other (explain below)	$0	$0	$0	$0	$0	$0
Total	**$2,000**	**$1,000**	**$1,000**	**$2,000**	**$2,000**	$70,600
Share of Total Cost	2.8%	1.4%	1.4%	2.8%	2.8%	100%

Explanations: See attached detailed breakdown of contributions.

1. The government shall purchase Park ID signs and interpretive signs for part 1 and part 3 through internally determined sources, using handshake partnership funds.
2. All partners will bring funds, assets, equipment, and in-kind services to the project on a time-table to be determined by the partnership as a whole.
3. Franklin County will provide $5,000 cash contributions to DRBA to defray professional expenses for part 2 of the project.
4. DRBA and PATRICK COUNTY EMS will each provide up to $1,000 worth of lumber/concrete/ hardware for parts 1 and 3 of the project, quantities and dimensions to be determined by partnership as a whole.
5. MHC will provide $5,000 worth of printing of the finished Blue Trails brochure on water-resistant paper similar to ‘Rite in the Rain All-Weather Copier Paper’.
6. VFW will provide lunches for the volunteer work team as they determine appropriate.

Blue Trails In the Blue Ridge Partnership

Local Corps Office

$ 4,000 Salaries to coordinate and assist with Development (line 2)

Handshake Partnership Funds

$ 21,500 Part 1: Provide Park ID Signs (line 4)

26 signs per Unicor Quote

$ 5,000 Part 3: Provide Interpretive Signs (line 4)

Limiting the effort to $5,000

Partner #1 DRBA

$ 2,000 Salaries to coordinate (line 2)

$ 4,800 Part 1: Volunteer Labor to Install Park ID Signs (line 8)

26 signs, 4 hours for 2 workers per sign @ $22.90 per hour (rounded up from $4763.20)

$ 1,300 Part 1: Equipment/Boat/Operator (line 5)

13 days @ $100 (1/2 day per sign, 26 signs)

$ 5,000 Part 2: Develop Brochure

$ 10,000 Total Brochure Development (1/2 covered by Franklin County Contribution)

$ 7,300 Salary - 2 Interns, 4 regular work weeks @ $22.90 per hour ($2,300 line 2)

$ 1,300 Transportation/Boat Rental (line 5)

$ 1,400 Computer/GIS equipment 40 hrs. @ $35 per hour (line 5)

$ 4,000 Part 3: In-kind - Volunteer Labor, Equipment and Logistics to Install Interpretive Signs (line 8)

$ 1,000 Part 3: In-kind - Lumber, Hardware and Concrete to Install Interpretive Signs (line 4)

Partner #2 County of Franklin, Virginia

$ 1,000 Salaries to coordinate (line 2)

$ 5,000 Part 2: Funds contributed to defray administrative, material and construction expenses (line 6)

Partner #3 Martinsville/Henry County EDC Tourism Office

$ 1,000 Salaries to coordinate (line 2)

$ 5,000 Part 2: Printing brochures on water-proof paper (line 9)

Partner #4 Patrick County Emergency Services Department

$ 1,000 Salaries to coordinate (line 2)

$ 1,000 Part 1: Wooden Posts and Concrete for Signs Installation (line 4)

Partner #5 Henry County Parks & Rec Department

$ 1,000 Salaries to coordinate (line 2)

$ 1,000 Parts 1&3: Salaries for labor to assist putting up signs (line 2)

Partner #6 VFW

$ 1,000 Volunteer Staff to coordinate (line 8)

Partner #7 DAV

$ 1,000 Volunteer Staff to coordinate (line 8)

Partner #8 Virginia Master Naturalists

$ 2,000 Volunteer Staff to coordinate (line 8)

Partner #9 Patrick Henry Community College Environmental Club

$ 2,000 Volunteer Staff to assist in interpretive signs (line 8)

$ 70,600 Total Project

$ 26,500 Handshake Partnership Funds

$ 4,000 Philpott Lake Expenses

$ 40,100 Partners Contributions