

**CHALLENGE PARTNERSHIP (COST-SHARING) AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
COUNTY OF FRANKLIN, VIRGINIA
AND
VETERANS OF FOREIGN WARS
AND
DISABLED AMERICAN VETERANS
AND
B.A.S.S.
AND
ANGLERS CHOICE MARINE**

THIS AGREEMENT, entered into this 27th day of October, 2011, by and between:

The Department of the Army (hereinafter the "Government"), represented by the District Commander, U.S. Army Engineer District Wilmington, and the County of Franklin, Virginia (hereinafter "Franklin County"), represented by the Franklin County Administrator, and B.A.S.S. (hereinafter BASS), represented by the Virginia State President of BASS, and the Veterans of Foreign Wars (hereinafter "VFW"), represented by the United Henry County Post 2820 Commander, and the Disabled American Veterans (hereinafter "DAV"), represented by the Chapter 52 Martinsville Commander, and Anglers Choice Marine (hereinafter Anglers Choice), represented by Nick Loganadan. Hereinafter Franklin County, BASS, VFW, and DAV will be collectively referred to as "the Partners".

WITNESSETH, THAT:

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

WHEREAS, the construction of boating access facilities at Twin Ridge Park, Philpott Lake, will increase the recreational opportunities for the public, and

WHEREAS the Partners are interested in promoting and assisting the Government in providing this boating infrastructure, and

WHEREAS, it is mutually beneficial to the Government and the Partners to work cooperatively to make this boating access infrastructure 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/or provide guidance, 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 the construction of boating access facilities at Twin Ridge Park in Franklin County, VA. This construction shall include floating docks and bulkheads, including the determination of the final configuration thereof.
- 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. The Government intends, subject to legal authority and appropriations, to keep Twin Ridge Park open to the general public for use as a recreation area for the life of the facilities, expected to be 20 years. Should the United States cease operation of Twin Ridge Park for any reason, the Government intends, to the extent permitted by law, to offer Franklin County a first option to lease Twin Ridge Park. The US Army, Corps of Engineers commits, to the extent permitted by law, regulation, and policy, to use the structures subject to this agreement for the intended purpose of providing public recreation related to boat launching, retrieval, and temporary moorage for the expected 20-year life of the facility.

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 funds provided by the Partners as outlined in Worksheet 1 of Appendices, shall expeditiously construct the Project as diagrammed in Diagram 1 of Appendices, 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 perform the following actions: (1) substantially assist in planning work to be accomplished at the site; (2) provide all labor and contracts to construct the project as herein defined; (3) provide signage giving credit to partners, in accordance to Government guidance on accepting donations and/or partnership efforts; (4) act as the final authority to assure all infrastructure meets Government safety and accessibility standards, and (5) take over operation and maintenance of all structures.
- c. Franklin County shall perform the following actions: (1) substantially assist in planning the site; and (2) provide to the Government funds up to \$50,000 as approved by vote of the County Board of Supervisors.
- d. B.A.S.S., VFW, DAV and Anglers Choice shall provide advice to assure that the finished project: 1) will be suitable for fishing tournaments, and 2) will provide suitable boating, fishing and recreation amenities for our nation's veterans.
- e. 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. through e. of this Article.
- f. Construction/installation of the project will commence as funding, weather, planning and permit approvals allow.
- g. No Federal funds may be used to meet the Partner's total project costs under this Agreement unless the federal agency providing the funding confirms in writing that the funds may be used for this purpose.
- h. The Government and Franklin County shall all retain the right to review and approve all designs and plans.

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' contribution required in accordance with Article II of this Agreement. On the effective date of this Agreement, total project costs are projected to be \$121,000, and the combined Partners' contributions of cash or in-kind service required under Article II of this Agreement is projected to be \$51,000. 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 the first construction contract, the Government shall notify the Partners of the funds required from the Partners 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, Wilmington" to the Government's Chief Financial Officer, Wilmington District. The Government shall draw from the funds provided by the Partners such sums as the Government deems necessary to cover: (a) the Partners' proportionate share of the Government's financial obligations incurred prior to the commencement of the period of construction; and (b) the Partners' proportionate share of the Government's contractual and in-house financial obligations as they are incurred during the period of construction. In the event the Government determines that the Partners must provide additional funds to meet their obligation, the Government shall notify the Partners of the additional funds required. Within 60 calendar days thereafter, the Partners 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 the Partners is less than its required share 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 Partners' required share of total project costs.
 2. In the event the final accounting shows that the total contribution provided by the Partners exceeds their required share of total project costs, the Government shall, subject to the availability of funds, refund the excess to the appropriate 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 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 all involved parties. The involved parties shall each pay a proportionate share 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 each of the Partners act in an independent capacity, and none is to be considered the officer, agent, or employee of another.
- b. In the exercise of its rights and obligations under this Agreement, no 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

- a. 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.
- b. Nothing in this Agreement shall be construed to create any rights of any third parties not party to this Agreement.

ARTICLE VIII – INDEMNIFICATION

Any party contributing funds directly to the Government, including funds subject to reimbursement, or providing technical assistance to the Government, 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 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 all of the Partners of this agreement, 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 any of the Partners elect to terminate this Agreement.
- c. In the event that any party to this agreement elects 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.

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 County:	Franklin County Commerce and Leisure Services 40 East Church Street Rocky Mount, VA 24151
If to B.A.S.S.	Mike Bryant Virginia State President 461 Triangle School Road Chatham, VA 24531
If to the VFW	Doug Stewart 1191 Longview Dr Bassett, VA 24055
If to the DAV	Marc Thomas 250 White Pine Rd Bassett, VA 24055
If to Anglers Choice	Nick Loganadan 6771 A.L. Philpott Highway, Martinsville , VA 24112
If to the Government:	U.S. Army Government of Engineers Philpott Lake 1058 Philpott Dam Road Bassett, VA 24055

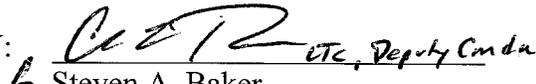
- b. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.
- c. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee 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. The parties recognize that federal and state Freedom of Information and other laws may require disclosure of certain information by governmental parties, and will consult with each other as necessary prior to the exchange of any information sought to be maintained confidentially.

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: 27 OCT 2011

County of Franklin, Virginia

BY: 
Richard E. Huff, II
County Administrator
Franklin County

DATE: 10/27/11

Veterans of Foreign Wars (VFW)

BY: 
Doug Stewart
Commander
United Henry County Post 2820 VFW

DATE: OCT-27-2011

B.A.S.S.

BY: 
Mike Bryant
Virginia State President
BASS Federation

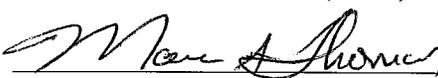
DATE: 10/27/11

Anglers Choice Marine (Anglers Choice)

BY: 
Nick Loggandan
Owner

DATE: 10/27/11

Disabled American Veterans (DAV)

BY: 
Marc Thomas
Commander
Chapter 52 Martinsville DAV

DATE: OCT 27 2011

PARTNER CONTACT INFORMATION

Project Name Philpott Lake

Contact Person Craig Rockwell

Address 1058 Philpott Dam Road, Bassett, VA 24055

Phone 276-629-2703

Work Project Title: Twin Ridge Fishing Tournament Central

Location Twin Ridge Park, Philpott Lake, Franklin County, VA

Proposed date of work 01 January 2011 - 30 September 2013

Description of work: Partners will work together to provide an infrastructure that will support boaters, fishing boaters and fishing tournaments of up to 80 boats.

Partner #1: Franklin County Department of Parks and Recreation

Contact Person Michael Burnette

Address 1255 Franklin Street, Rocky Mount, VA 24151 **Phone** (540) 483-3030

Partner #2: B.A.S.S. Federation

Contact Person Mike Bryant

Address 461 Triangle School Rd, Chatham, VA 24531 **Phone** (434) 432-1053

Partner #3: Veterans of Foreign Wars (VFW)

Contact Person Doug Stewart

Address 1191 Longview Dr, Bassett, VA 24055 **Phone** (276) 629-1449

Partner #4: Disabled American Veterans (DAV)

Contact Person Marc Thomas

Address 250 White Pine Rd, Bassett, VA 24055 **Phone** (276) 629-5935

Partner #5: Angers Choice Marine

Contact Person Nick Loganadan

Address 6771 A.L. Philpott Highway, Martinsville , VA 24112 **Phone** (276)632-5600

Appendices

Worksheet 1 – Challenge Partnership Agreement Financial Work Sheet

Diagram 1 – Project Site Layout

Aerial Photograph – Site Before Upgrade

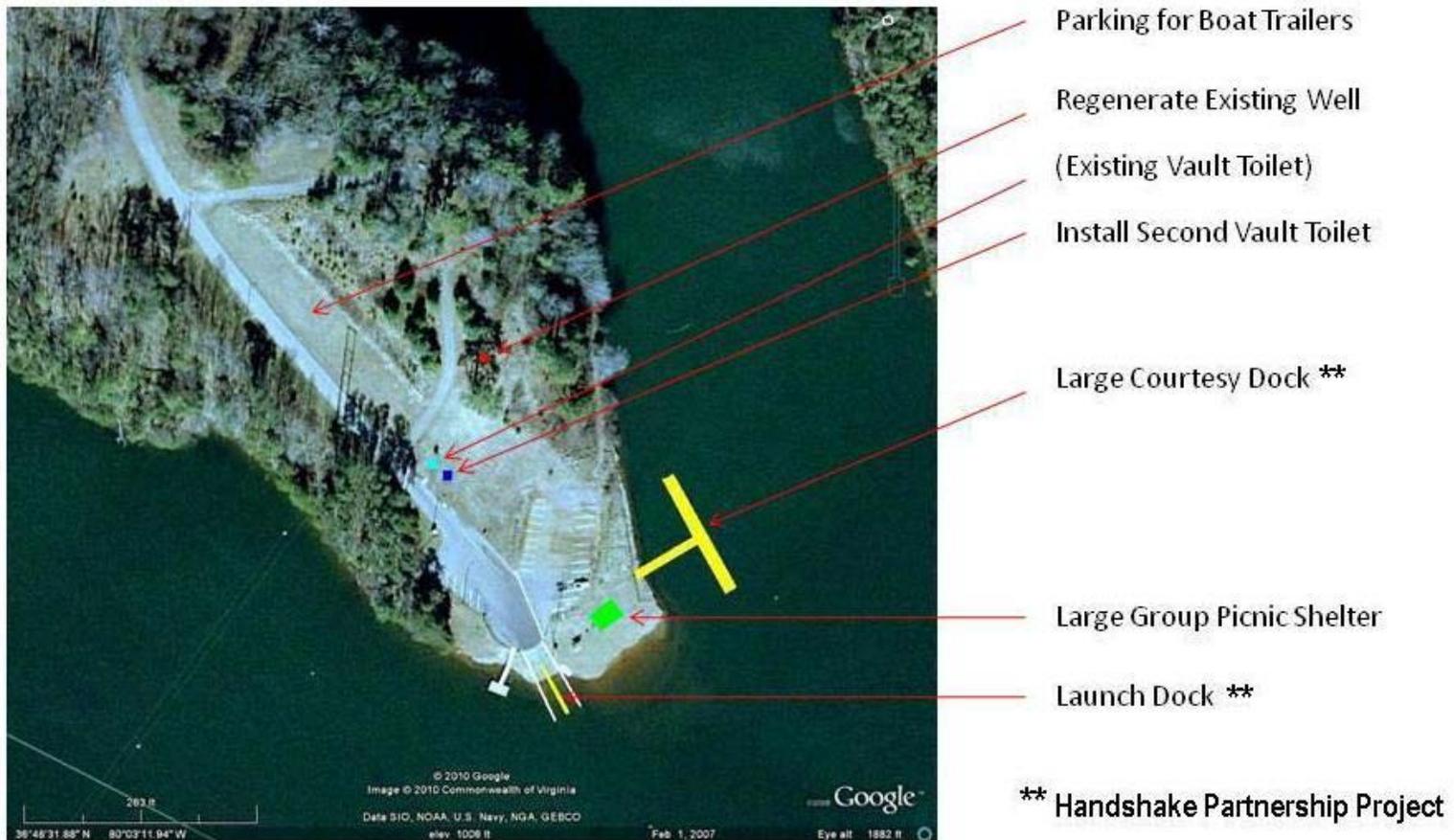
Worksheet 1 - Challenge Partnership Agreement Financial Work Sheet

	Local Corps Office	Handshake Funds	Partner 1	Partner 2	Partner 3	Partner 4	Partner 5	Total
Travel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Materials and Supplies	\$40,000	\$25,000	\$50,000	\$0	\$0	\$0	\$0	\$115,000
Equipment Use	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Funds Contributed	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Personal Property	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Volunteer	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
In-Kind Services	\$5,000	\$0	\$0	\$250	\$250	\$250	\$250	\$6,000
Other (explain below)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$45,000	\$25,000	\$50,000	\$250	\$250	\$250	\$250	\$121,000
Share of Total Cost	37.2%	20.7%	41.3%	0.2%	0.2%	0.2%	0.2%	100%

Explanations: Funds from the County (\$50,000) and Handshake Partnership Program (\$25,000) will be used toward purchase and installation of dock systems, bulkheads, and all connections to the ground. Philpott Lake O&M funds will be added as necessary to complete the installation. B.A.S.S., VFW, DAV, and Anglers Choice will provide consultation to assure that the end product meets fishing tournament and boaters needs.

Diagram 1 – Project Site Layout

Twin Ridge Park Fishing Tournament Facility



Aerial Photograph – Site Before Upgrade

