

CHALLENGE PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY,
THE DAN RIVER BASIN ASSOCIATION,
AND
HENRY COUNTY PARKS AND RECREATION

THIS AGREEMENT, entered into this day of ^{8 April} 20²¹, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander, U.S. Army Engineer District Wilmington or his delegated representative, and The Dan River Basin Association (DRBA) and Henry County Parks and Recreation (HCP&R).

WITNESSETH, THAT:

WHEREAS, the Government manages lands and waters at Philpott Lake and is responsible for providing recreational opportunities for the public.

WHEREAS, the improvements to the Philpott Dam Tailrace access including a watercraft launch slide, will increase the recreational opportunities for the public on Philpott Lake property and along the Smith River, and

WHEREAS the DRBA and HCP&R (collectively hereinafter the "Partners") are interested in promoting and assisting the Government in providing the above described recreational amenities at Philpott Dam tailrace, and

WHEREAS, it is mutually beneficial to the Government and the Partners to work cooperatively to enhance and improve the Philpott Dam tailrace access, 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, as outlined in the attached Timeline and Budget, 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 the improvements to the launch ramps in these areas which will benefit visitors and stakeholders. On the Henry County side improvements will include a paddle craft launch slide, repair of erosion on the ramp with rip rap and gravel, and the addition of drainage features. On the Franklin County side improvements will include addition of rip rap and gravel to repair erosion on the ramp and improve the parking area.

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 expertise and resources 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:

Project oversight, and materials and supplies as detailed in the Challenge Partnership Financial Work Sheet and Partnership Calculations

c. The Partners shall provide:

1. Dan River Basin Association: provide oversight, design and engineering for the launch slide, and materials and supplies as detailed in the Challenge Partnership Financial Work Sheet and Partnership Calculations

2. Henry County Parks and Recreation: provide heavy equipment and labor for grading, and placement of rock and rip rap.

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

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 each 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.c. of this Agreement. On the effective date of this Agreement, total project costs are projected to be \$ 20,179, and the Partners' contribution required under Article II.c. of this Agreement is projected to be \$ 8,650.

b. The Partners will provide services, materials, and supplies. Each Partner's specific contribution is described in Article II (c), the Project Timeline, and the attached financial worksheet. Partners will use their own funds, labor, and contracts to contribute for the Project. It is not anticipated that the Partners will provide funds to the Government for any of the materials, supplies, 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 a party must first notify the other party(ies) in writing of the nature of the purported breach and seek in good-faith to resolve the dispute through negotiation. Any dispute or controversy arising under, out of or in connection with, or in relation to this Agreement, or any amendment hereof, or the breach hereof shall first be sent for resolution by a group consisting of the Chief Executive Officer of each Partner, or designee thereof, and the District Commander, or designee thereof. If the parties cannot resolve the issues within sixty (60) days of receipt of written notice of the need for dispute resolution, then the parties may seek other means of resolution, to the extent authorized by law.

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 Partner shall 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 a Partner(s) fail to fulfill its obligation under this Agreement, the District Commander shall terminate this Agreement or suspend future performance under this Agreement with that Partner 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 each Partner, within 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.

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 HCP&R	Henry County Parks and Recreation PO Box 7 Collinsville, VA 24078
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 Chief, Operations Division, Wilmington District.

The Department of the Army

BY: 
Digitally signed by POWELL, CHRISTOPHER.CHAR
LES.1264082389
Date: 2021.04.08 15:09:28 -04'00'
Christopher Powell
Operations Project Manger
Philpott Lake
DATE: Apr 8, 2021

Dan River Basin Association

BY: Tiffany Haworth
Digitally signed by Tiffany Haworth
Date: 2021.02.12 15:35:24 -05'00'
Tiffany Haworth
Executive Director
DATE: Apr 8, 2021

Henry County Parks & Recreation

BY: Tim Hall
Digitally signed by Tim Hall
Date: 2021.04.08 09:54:59 -04'00'
Tim Hall
County Administrator
DATE: 4/8/2021

Challenge Partnership Agreement Financial Work Sheet

Project Title: Philpott Dam Tailrace Improvements **Location on Project:** Philpott Dam Tailrace
 Corps Project: Philpott Lake, Wilmington District
 POC Name: Chris Powell, OPM
 Address: 1058 Philpott Dam Rd City: Bassett State: VA Zip Code: 24055
 Telephone: 276 - 629 - 4512 x 8224

Partner Organization 1: DRBA
 POC Name: Brian Williams, VA Program Director
 Address: 3300 Kings Mountain Rd. City: Collinsville State: NC Zip Code: 24078
 Telephone: 276 – 634 - 2545

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

Proposed start/end date of work: March 1, 2021– September 30, 2021
Simple description of work to be accomplished through the partnership: Tailrace access improvements to include construction of a canoe launch slide.

Budget

	Government					
	Local Corps Office	Handshake Funds (Corps)		DRBA	HCP&R	Total
Salaries	\$2,000	N/A		\$1,000	\$1,000	\$4,000
Travel	\$0	N/A		\$0	\$0	\$0
Materials and Supplies	\$0	\$8,029		\$500	\$0	\$8,529
Equipment Use	\$1,500	\$0		\$0	\$5,000	\$6,500
Funds Contributed	N/A	N/A		\$0	\$0	\$0
Personal Property	N/A	N/A		\$0	\$0	\$0
Volunteer	N/A	N/A		\$650	\$0	\$650
In-Kind Services	N/A	N/A		\$500	\$0	\$500
Other (explain below)	\$0	\$0		\$0	\$0	\$0
Total	\$3,500	\$8,029		\$2,650	\$6,000	\$20,179
Share of Total Cost	17.3%	39.8%		13.1%	29.7%	

Explanations:

Local Corps Office

Salaries - \$60.60 per hour for 33 hours = \$2,000.

Equipment Use – Tractor and Ditch Witch at 33 hours = \$1,500

Handshake Funds

Rock & Rip Rap = \$5,000.

Metal Tubing for Slide = \$3,000

Partner - Dan River Basin Association

Salaries – Program Manager = \$1,000

Materials and Supplies – Corrugated Pipe = \$500

Volunteer Time - 24 labor hours at \$27.20 = \$650

In-Kind Service - Engineering Launch Slide = \$500

Partner - Henry County Parks and Recreation

Salaries – Heavy Equipment Operator- 20 hours at \$50 = \$1,000

Equipment Use – Tractor, Backhoe, Mini Excavator – 20 hours at \$250 = \$5,000

Project Timeline

Activities	Partner(s)	Year
Rock Placement	Henry Co. Parks & Rec	1
Drainage Improvements	Dan River Basin Association	1
Canoe Launch Slide Construction	Dan River Basin Association	1