

**CHALLENGE PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
THE CITY OF VICKSBURG**

THIS AGREEMENT, entered into this _____ day of _____, 2016, by and between the Department of the Army (hereinafter "the Government"), represented by the District Commander, U.S. Army Engineer District, Vicksburg, and the City of Vicksburg (hereinafter "the Partner"), represented by Mayor George Flaggs, Jr.

WITNESSETH, THAT:

WHEREAS, the Government manages the Jesse Brent Lower Mississippi River Museum, a water resources project authorized by the Water Resources Development Act of 1992, which provides educational and recreational opportunities for the public, and

WHEREAS, expansion of the Museum's operating hours will likely increase patronage, for the Government, and tourism, for the Partner, and

WHEREAS the Partner is interested in assisting the Government to increase the number of days and hours that the Museum is open to the public, and in assisting with maintenance and groundskeeping at the Museum, and

WHEREAS, it is mutually beneficial to the Government and to the Partner to work cooperatively to make the Museum more available to the public, and

WHEREAS, the Partner, in order to assist the Government, has voluntarily agreed to provide work-in-kind services ("labor"), and

WHEREAS, section 225 of the Water Resources Development Act of 1992, Public Law 102-580, authorizes the Secretary of the Army to accept labor from the Partner and to apply those contributions to the Museum, and

WHEREAS, the Government and the Partner have full authority and capability to perform this agreement, and intend to cooperate in financing and cost-sharing, as hereinafter set forth;

NOW THEREFORE, the Government and the Partner agree as follows:

ARTICLE I - DEFINITIONS AND GENERAL PROVISIONS

For purposes of this agreement:

A. The term "Project" shall mean the Jesse Brent Lower Mississippi River Museum, 910 Washington Street, Vicksburg, Mississippi, including the museum building, the Motor Vessel MISSISSIPPI IV, the outdoor river model, and a parking lot.

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B. The term "total project costs" shall mean all costs incurred by the Government and by the Partner directly related to operation of the Project, as set forth in Article II.

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 the product(s) and effect(s) of 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 Congress, and using labor provided by the Partner, shall operate the Project on approximately a 7-day per week, 7-hours per day schedule, 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 provide a person to supervise the operation of the Project, working 36-40 hours a week; to coordinate and supervise all staffing for the Project; and to pay all costs of operating the Project.

C. The Partner shall provide three kinds of labor: (1) a part-time employee, or contractor, working 20 hours per week, to provide janitorial services; (2) a part-time employee, or contractor, working 19 hours per week, to provide visitor services Sunday through Tuesday; and (3), landscaping and groundskeeping services. The duties for said employees or contractors and the scope of groundskeeping services will be developed by the Government and may vary, from time-to-time. See attached financial worksheet.

D. At the end of each fiscal year, 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 provide, in whole or in part, any of the Partner's contributions.

ARTICLE III - RECORDKEEPING

The Government shall maintain current records of contributions of labor 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

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projection of total project costs. On the effective date of this agreement, total Project cost is projected to be \$302,000 per year, and the Partner's contribution required under Article II.C is projected to be \$27,000 per year. These amounts are estimates, subject to adjustment; they should not be construed to be the entire, full, or final contribution by the Government or the Partner.

ARTICLE IV – APPLICABILITY OF FEDERAL AND STATE LAW

The parties will comply with applicable Federal and State law, including, but not limited to, section 601 of title VI of the Civil Rights Act of 1964, P.L. 88-352; Department of Defense Directive 5500.11, 32 C.F.R. part 300; Army Regulation 600-7, entitled "Non-discrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army;" and Executive Order 13658 "Establishing a Minimum Wage for Contractors."

ARTICLE V – RELATIONSHIP OF THE PARTIES

In the exercise of their respective rights and obligations under this agreement, the Government and the Partner act independently; neither is an officer, agent, or employee of the other. Neither party, without the consent of the other, shall provide a release to a contractor that waives, limits, or releases any claim or cause of action that the other party may have against the contractor.

ARTICLE VI – 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 VII – INDEMNIFICATION

In the manner and to the extent provided by Mississippi law, the Partner shall hold and save the Government free from all legal liability arising from services it performs for the Project, excluding damages that result from the fault or neglect of the Government or its contractors.

ARTICLE VIII – TERMINATION OR SUSPENSION

A. Either party may unilaterally terminate this agreement by providing at least 60 days written notice to the other party. If at any time the Partner fails to fulfill its obligations under this agreement, the District Commander, in lieu of termination may choose to suspend this agreement. Suspension will continue until the District Commander determines that it is in the best interests of the Government to resume performance. At such time, should the Partner determine that it is not in its best interests to resume performance, it may terminate this agreement.

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B. If the Government fails to receive annual appropriations in amounts sufficient to meet its obligations under Article II.A or B, the Government shall notify the Partner that the agreement will terminate at the end of the current fiscal year (September 30). Alternatively, the Government may propose to the Partner that the agreement be suspended until such time as the Government next receives sufficient appropriations. If the Partner then agrees, the agreement will be suspended until the start of the next fiscal year (October 1).

C. In the event that either party terminates this agreement, the Partner will cease all Project-related activities on or before the effective date of termination and the Government will then prepare a final accounting as per Article II.D.

D. Termination or suspension of this agreement will not relieve the parties of liability for obligations previously incurred.

ARTICLE IX – 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, in person, or mailed, by first-class, registered, or certified mail, as follows:

If to the Partner: Mayor George Flaggs, Jr.
P.O. Box 150
1401 Walnut Street
Vicksburg, MS 39181

If to the Government: District Engineer
U.S. Army Engineer District, Vicksburg
4155 Clay Street
Vicksburg, MS 39183

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 7 calendar days after it is mailed.

ARTICLE X – CONFIDENTIALITY

To the extent permitted by applicable law, the parties will maintain the confidentiality of information that they receive from each other.

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ARTICLE XI – DISPUTE RESOLUTION

The parties will use good faith efforts to resolve between them any disputes that may arise under this agreement. In the event that any such dispute cannot be mutually satisfactorily resolved within a reasonable time, either party may propose that the dispute be submitted to non-binding alternative dispute resolution. If both parties agree on a neutral third-party, the dispute may be submitted for mediation or arbitration, with each party bearing an equal share of the cost thereof. The existence of a dispute will not excuse either party from performing the obligations, in Article II, that are not in dispute. A good faith effort to resolve a dispute is a necessary precondition to seeking legal relief.

ARTICLE XII – TERM

A. This agreement becomes effective upon the date last signed and executed by the duly authorized representative of the Parties to this agreement.

B. This agreement shall remain in effect for 3 years from the execution date, unless terminated or extended prior to the expiration date. Periods of suspension will not operate to automatically extend the 3-year period.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, which shall become effective upon the date it is signed by Commander, Vicksburg District.

The Department of the Army
Vicksburg Army Engineer District

City of Vicksburg

Michael C. Derosier
Colonel, Corps of Engineers
District Commander

George Flaggs, Jr.
Mayor, City of Vicksburg

DATE: _____

DATE: _____

Challenge Partnership Financial Work Sheet

Corps Project Name: Jesse Brent Lower Mississippi River Museum

Work Project Title: Operation of Museum

POC Name: Johnny R. Kiser

Address: 4155 Clay Street

City: Vicksburg

State: MS Zip Code: 39183

Telephone: 601-631 - 5283

Location on Project: 910 Washington Street, Vicksburg, MS 39183

Partner Organization 1: City of Vicksburg

POC Name: Mayor George Flaggs, Jr.

Address: 1401 Walnut Street

City: Vicksburg

State: MS Zip Code: 39180

Telephone: 601-631-3718

Proposed start date of work: 30 October 2016

Simple description of work to be accomplished through the partnership: Operation of the Jesse Brent Lower Mississippi River Museum, 9:00 am to 4:00 pm, 7 days per week.

Double click on spreadsheet to access data entry fields:

	Local Corps Office	Handshake Funds	Partner 1	Partner 2	Partner 3	Total
Salaries	\$265,000	N/A	\$27,000	\$0	\$0	\$292,000
Travel	\$0	N/A	\$0	\$0	\$0	\$0
Materials and Supplies	\$10,000	\$0	\$0	\$0	\$0	\$10,000
Equipment Use	\$0	\$0	\$0	\$0	\$0	\$0
Funds Contributed	N/A	N/A	\$0	\$0	\$0	\$0
Personal Property	N/A	N/A	\$0	\$0	\$0	\$0
Volunteer	N/A	N/A	\$0	\$0	\$0	\$0
In-Kind Services	N/A	N/A	\$0	\$0	\$0	\$0
Other (explain below)	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$275,000	\$0	\$27,000	\$0	\$0	\$302,000
Share of Total Cost	91.1%	0.0%	8.9%	0.0%	0.0%	100%

Explanations: