

CHALLENGE COST-SHARING AGREEMENT  
BETWEEN  
THE DEPARTMENT OF THE ARMY  
AND  
THE CITY OF CARTERSVILLE

THIS AGREEMENT, entered into this day of 27 July 2009 by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander, U.S. Army Engineer District, Mobile, and the City of Cartersville, (hereinafter the "Partner"), represented by Mayor Matthew J. Santini.

WITNESSETH, THAT:

WHEREAS, the Government manages lands and waters on Allatoona Lake which includes recreational opportunities for the public, and

WHEREAS, the construction of a trail connector and other trail improvements will increase the recreational opportunities for the public, and

WHEREAS the Partner is interested in promoting and assisting the Government in providing these trail opportunities, and

WHEREAS, it is mutually beneficial to the Government and the Partner to work cooperatively to make these trail opportunities available to the public, and

WHEREAS, the Partner, in order to assist the Government in this project has 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 Partner and apply those contributions to the Project, and

WHEREAS, the Government and the Partner 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 Partner agree as follows:

## ARTICLE I - DEFINITIONS AND GENERAL PROVISIONS

For purposes of this agreement:

a. The term "Project" shall mean the creation of a connector trail between the partner's properties, improvement to the local trail system, added interpretation to the area, cultural resource protection and an update to the Visitor Center at the Allatoona Lake Operations Project Management Office on Allatoona Lake, as generally described in the Handshake Program Application dated, 01 November 2008 and approved 01 January 2009.

b. The term "total project costs" shall mean all costs incurred by the Government and the Partner 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"), shall expeditiously construct the Government's portion of the Project, applying those procedures usually applied to Federal projects, pursuant to Federal laws, regulations, and policies.

b. The Government shall provide:

- The creation of an additional two (2) miles to the Cooper's Furnace Trail with new directional and interpretive signs.
- Update and maintain the existing three (3) miles of trails which includes: Cooper's Furnace Trail, Laurel Ridge Trail, and Coopers Branch Trail.
- Enforce public safety and cultural resource protection by placing protective fence around Cooper's Furnace Historic Area.

c. The Partner shall provide:

- Construction of a connector trail between Cartersville's Pine Mountain Trail and the Corps' Laurel Ridge Trail, including information and directional displays at an estimated cost of \$39,542.
- Maintenance and upkeep of the trail connector.

### 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, and of each party's share. It is understood by both parties that the Partner shall pay the costs of its work under Article II.c, and the Government shall pay the costs of its work under Article II.b., and neither shall be required to provide cash payments to pay for the other party's work contemplated in this agreement.

b. Upon completion of the Project and resolution of all relevant claims and appeals, the Government shall conduct a final accounting and furnish the Partner 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.

### 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. 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 Partner: *Mayor Matthew Santini*  
*City of Cartersville*  
*PO BOX 1390*  
*Cartersville, GA 30120*

If to the Government: *Colonel Byron G. Jorns*  
*U.S. Army Engineer District, Mobile*  
*PO BOX 2288*  
*Mobile, AL 36628*

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 Engineer, Mobile District.

**The Department of the Army**

BY: *[Signature]*

Colonel Byron G. Jorns  
District Engineer, Mobile District

DATE: *2 JUL '09*

*Dianne Tate*  
~~Matthew J. Santini~~  
Mayor, City of Cartersville

DATE: *7/16/09*

/s/ *Connie Keeling*  
Connie Keeling  
Acting City Clerk

**The City of Cartersville**

BY: *Dianne Tate*

## Challenge Partnership Financial Work Sheet

Corps Project Name: Allatoona Lake

Work Project Title: Allatoona Lake Visitor Center And Trail Improvement Project

POC Name: Christopher Purvis

Address: 1138 GA Hwy Spur 20

City: Cartersville

State: GA Zip Code: 30120

Telephone: 678-721-6725

Location on Project: Allatoona Operations Project Management Office

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Partner Organization 1: City of Cartersville

POC Name: Greg Anderson

Address: 100 Pine Grove Road

City: Cartersville

State: GA Zip Code: 30120

Telephone: 770-607-6137

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Proposed start date of work: January 2009.

Simple description of work to be accomplished through the partnership: Visitor Center rehabilitation, trail connector and improvements, cultural resource protection, interpretation, public safety and awareness.

	Corps	Handshake Funds	Partner 1	Partner 2	Partner 3	Total
Salaries	\$4,000	\$0	\$0	\$0	\$0	\$4,000
Travel	\$0	N/A	\$0	\$0	\$0	\$0
Materials and Supplies	\$2,000	\$10,000	\$39,542	\$0	\$0	\$51,542
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 Services	N/A	N/A	\$0	\$0	\$0	\$0
Other (explain in text)	\$2,000	\$0		\$0	\$0	\$2,000
<b>Total</b>	<b>\$8,000</b>	<b>\$10,000</b>	<b>\$39,542</b>	<b>\$0</b>	<b>\$0</b>	<b>\$57,542</b>
<b>Share of Total Cost</b>	13.9%	17.4%	68.7%	0.0%	0.0%	100%