

CHALLENGE PARTNERSHIP AGREEMENT  
BETWEEN  
THE DEPARTMENT OF THE ARMY/CORDELL HULL LAKE  
AND  
SMITH COUNTY RESCUE  
AND  
THE LEAVE NO TRACE CENTER FOR OUTDOOR ETHICS  
AND  
TENNESSEE TECH UNIVERSITY WILDLIFE SOCIETY

THIS AGREEMENT, entered this day of March 8, 2021, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander, U.S. Army Corps of Engineers Nashville District, and Cordell Hull Lake, represented by Britt Dillard, Leave No Trace represented by Ben Lawhon, Tennessee Tech Wildlife Society represented by Abrial Norwick, and Smith County Rescue represented by Sonny Carter (Collectively referred to as "Partners" hereinafter).

WITNESSETH, THAT:

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

WHEREAS, the installation of emergency stations and safety information on the Bearwaller Gap Hiking Trail will increase the recreational opportunities for the public, and

WHEREAS the Partners are interested in promoting and assisting the Government in providing these stations, and

WHEREAS, it is mutually beneficial to the Government and the Partners to work cooperatively to make these emergency stations available to the public, and

WHEREAS, the Partners, 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 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:

2. In the event the final accounting shows that the total contribution provided by the Partner exceeds its required share of total project costs, the Government shall, subject to the availability of funds, refund the excess to the 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 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. 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. 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:

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, Nashville District.

**The Department of the Army/ Cordell Hull Lake**

By:   
Terrell Stoves  
Operations Project Manager, Mid Cumberland Area

Date: 7/9/21

**Smith County Rescue Squad**

By:   
Sonny Carter  
Chief, Smith County Rescue Squad

Date: 7/9/21

**The Leave No Trace Center for Outdoor Ethics**

By: Ben Lawhon  
Ben Lawhon  
The Leave No Trace Center for Outdoor Ethics

Date: 6-22-21

**TTU Wildlife Society**

By: Abrial Norwick  
Abrial Norwick  
President, TTU Wildlife Society

Date: 6/18/21

### Challenge Partnership Financial Work Sheet

Corps Project Name: Cordell Hull Lake  
 Work Project Title: Bearwaller Gap Hiking Trail Emergency Stations  
 POC Name: Kenny Claywell  
 Address: 71 Corps Ln                      City: Carthage                      State: TN    Zip Code: 37030  
 Telephone: 615-735-1034  
 Location on Project: Bearwaller Gap Hiking Trail

Partner Organization 1: Smith County Rescue Squad  
 POC Name: Sonny Carter  
 Address: 511 Jefferson Ave E                      City: Carthage                      State: TN    Zip Code: 37030  
 Telephone: 615-683-9400

Partner Organization 2: Leave No Trace  
 POC Name: Julia Oleksiak  
 Address: 1000 North Street                      City: Boulder                      State: CO    Zip Code: 80304  
 Telephone: 303-442-8222

Partner Organization 3: Tennessee Tech University, The Wildlife Society  
 POC Name: Abrial Norwick  
 Address: 1100 North Dixie Avenue                      City: Cookeville                      State: TN    Zip Code: 38505  
 Telephone: (931) 372-3134

Proposed start date of work: September 25, 2021  
 Simple description of work to be accomplished through the partnership: Emergency stations that include LED solar lights, a bench, a bulletin board, and a first aid kit will be installed in 2 locations on the Bearwaller Gap Hiking Trail. Also, the Bearwaller Gap Trail is to be more sufficiently marked via spray paint, reflective bands, and small arrows posted on trees throughout the trail.

	Local Corps Office	Handshake Funds	Smith County Rescue	Leave No Trace	The Wildlife Society	Total
Salaries	\$2,013	\$0	\$1,469	\$82	\$0	\$3,564
Travel	\$43	\$0	\$33	\$0	\$0	\$76
Materials and Supplies	\$0	\$6,000	\$600	\$0	\$0	\$6,600
Equipment Use	\$0	\$0	\$0	\$0	\$0	\$0
Funds Contributed	\$0	\$0	\$0	\$0	\$0	\$0
Personal Property	\$0	\$0	\$0	\$0	\$0	\$0
Volunteer	\$0	\$0	\$0	\$0	\$2,176	\$2,176
In-Kind Services	\$0	\$0	\$0	\$0	\$0	\$0
Other (explain below)	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total</b>	<b>\$2,056</b>	<b>\$6,000</b>	<b>\$2,102</b>	<b>\$82</b>	<b>\$2,176</b>	<b>\$12,416</b>

<b>Share of Total Cost</b>	16.6%	48.3%	16.9%	0.7%	17.5%	100%
----------------------------	-------	-------	-------	------	-------	------

Explanations: Work done by Smith County Rescue is on-the-clock work. All work done by TTU organizations is purely volunteer hours. Salaries listed under Leave No Trace are for production and distribution of materials to Corps staff.