

**CHALLENGE PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
FRIENDS OF CORDELL HULL LAKE
AND
JACKSON COUNTY LIBRARY
AND
SMITH COUNTY LIBRARY
AND
KIDS IN PARKS**

THIS AGREEMENT, entered this day of April 25, 2025, by and between the Department of the Army (hereinafter the "Government"), represented by Lt. Col. Robert W. Green, District Commander, U.S. Army Corps of Engineers, Nashville District, Friends of Cordell Hull Lake represented by Marc Stengel, the President, Jackson County Imagination Library represented by John Deane, the Director, Smith County Imagination Library, represented by Betty Ann Finchum, the Director, and Kids In Parks represented by Jason Urroz, the Director, (hereinafter the "Partners").

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 Storybook and Track trails on the Turkey Creek and Periwinkle Hiking Trails will increase the recreational opportunities for the public, and

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

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

WHEREAS, the Partners, in order to assist the Government in this project have voluntarily agreed to provide labor, materials, and expertise at no cost to the Government, 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, 16 U.S.C 460d authorizes the Chief of Engineers to permit the construction of facilities at water resources 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 sharing costs 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 refer to the installation of a Storybook Trail and Track Trail along the Turkey Creek Nature Trail, as well as a Storybook Trail along the Periwinkle Trail, as generally described in the project report dated September 11, 2024 and approved by USACE Headquarters on December 11, 2024.

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"), and using funds provided by the Partner, 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:

1. Equipment
2. Labor
3. Materials
4. Oversight needed for the planning, purchase and execution of the Storybook and Track Trail installation.

c. The Partner shall provide:

1. Labor
2. Counsel
3. Oversight for the installation of the Storybook Trails and Track Trail.
4. Funding to purchase reading materials for Storybook Trail Displays

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 Partner's total project costs under this Agreement.

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, 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 \$57,450, and the Partner's contribution required under Article II.c. of this Agreement is projected to be \$22,900. Such amounts are estimates subject to adjustment and are not to be construed as the total financial responsibilities of the Government and the Partner.

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.

1. In the event the final accounting shows that the total contribution provided by the Partner is less than its required share of total project costs, the Partner 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 Partner's required share of total project costs.

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, as well as Army Regulation 600-7, entitled "Unlawful Discrimination on the Basis of Disability in Program and Activities Receiving Federal Financial Assistance From 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 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. If 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. If 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:

If to the Partner:

Kids In Parks
Jason Urroz
322 Gashes Creek Road Asheville, NC 28803

Friends of Cordell Hull Lake
Marc Stengel
71 Corps Ln
Carthage, TN 37030

Smith County Library
Betty Finchum
215 Main St N
Carthage, TN 37030

Jackson County Imagination Library
John Deane
PO Box 214
Gainesboro, TN 38562

If to the Government:

US Army Corps of Engineers
Attn: Commander,
Nashville District 110
9th Ave. S., Room A-
405
Nashville, TN 37203

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 Lieutenant Colonel Robert W. Green, Commander, Nashville District.

The Department of the Army/ Cordell Hull Lake

BY: _____ DATE: 28APR2025
Robert W. Green
Lieutenant Colonel, U.S. Army
District Commander

Friends of Cordell Hull Lake
BY: _____ DATE: 9 April 2025
Marc Stengel
President

Smith County Library
BY: _____ DATE: 4/11/25
Betty Finchum
Director


Jackson County Imagination Library

BY: 

John Deane
President

DATE: 4-10-2025

Kids In Parks

BY:  Digitally signed by Jason
Urroz
Date: 2025.04.23
16:56:00 -04'00'

Jason Urroz
Director

DATE: 4-23-2025

Phone: (866) 308-2773 ext. 384

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Challenge Partnership Financial Work Sheet

USACE Project Name: Cordell Hull Lake

USACE Contact Person: Stone Fagan

Email: Garrett.S.Fagan@usace.army.mil

Phone: 6157351034

**Partnership Project Title: Storybook and Track Trail Installations on Turkey Creek
Nature Trail and Periwinkle Hiking Trail**

**Location: Periwinkle Hiking Trail (4 Park Ln in Buffalo Valley, TN)/Turkey Creek Nature
Trail(71 Corps Ln, Carthage, TN)**

Proposed dates of work: April 4, 11, 18, 25, 2025

Partner: Friends of Cordell Hull Lake

Partner Contact: Marc Stengel

Email: historix@mac.com

Phone: (615) 948-2705

Partner: Smith County Library

Partner Contact: Betty Finchum

Email: scplsdirector@gmail.com

**Phone: (931) 735-1326
(615)**

Partner: Jackson County Imagination Library

Partner Contact: John Deane

Email: johnalandeane@gmail.com

Phone: (931) 268-9190

