



OFFICE OF THE CITY MANAGER

AGENDA ITEM REPORT

TO: Honorable City Council

FROM: James A. Gallup, City Manager

DATE: October 16, 2026

SUBJECT: Request to enter an Adopt-A-Park Agreement for the Wildlife Viewing Area

BACKGROUND:

- The Mossy Creek Foundation has approached the city regarding a partnership to collaborate and help maintain the Wildlife Viewing Area next to the city's sewer plant through its subsidiary, the Mossy Creek Outdoor Collective.
- The Outdoor Collective has developed multiple volunteer opportunities to clean up Mossy Creek and has partnered with the city in the past for Beautification Week.
- The Outdoor Collective's efforts produced the community's first Creek Fest to the benefit of the city, downtown businesses, residents and guests.
- This initiative would help highlight the Wildlife Viewing Area as a destination for residents and guests to enjoy and provides a sustainable approach to maintaining the area.
- This also helps supplement the interlocal agreement with Jefferson County and their efforts to help develop and improve the site for tourism.

FISCAL IMPACT:

- Nothing in this agreement automatically obligates the city financially.
- This agreement does save the city time and money on area maintenance.

REQUEST/RECOMMENDATION:

- Staff recommends approval of this agreement in continued partnership with the Mossy Creek Foundation

ATTACHMENTS:

- Draft Adopt-A-Park Agreement for the Wildlife Viewing Area

ADOPT-A-PARK AGREEMENT

Jefferson City Wildlife Viewing Area

This Adopt-a-Wildlife-Viewing-Area Agreement (“Agreement”) is entered into as of DD, MMM, 2026 (“Effective Date”) by and between the City of Jefferson City, Tennessee (“City”), and the Mossy Creek Foundation, doing business as or acting through the Mossy Creek Outdoor Collective (“Collective”). The City and Collective may be referred to individually as a “Party” and collectively as the “Parties.”

1. Purpose

The purpose of this Agreement is to establish a cooperative volunteer stewardship arrangement for the Mossy Creek Wildlife Viewing Area (“Viewing Area”) that:

- a. Maintains a clean, welcoming, and safe setting for wildlife observation and passive outdoor recreation;
- b. Protects wildlife habitat and natural resources;
- c. Encourages community participation in conservation and responsible outdoor recreation; and
- d. Supplements, but does not replace, the City’s management and maintenance responsibilities.

For purposes of this Agreement, “adoption” means participation in the approved stewardship activities described below. It does not transfer ownership, create a lease, or grant exclusive possession or management authority.

2. Property and Scope

The Viewing Area is located at 936 W. Cherokee Drive, Jefferson City, Tennessee. The precise boundaries and areas covered by this Agreement shall be shown on the map attached as **Exhibit A**. Unless **Exhibit A** expressly provides otherwise, the adopted area includes City-authorized portions of the walking trails, wildlife viewing blinds, visitor access areas, and associated grounds within those boundaries.

This Agreement does not authorize work on adjoining private property or property controlled by another governmental entity. The City shall identify any access restrictions or third-party approvals applicable to proposed activities.

3. Term and Renewal

This Agreement shall remain in effect for three years beginning on the Effective Date, unless terminated earlier under Section 15.

The Parties shall review the arrangement annually. Renewal shall require a written agreement signed by authorized representatives of both Parties. There is no automatic renewal.

4. Collective Responsibilities

Subject to the City's direction and the approved annual work plan, the Collective shall:

- a. Organize at least four volunteer stewardship events each calendar year, unless the Parties approve a different schedule in writing;
- b. Remove ordinary litter and place collected material at a disposal location approved by the City;
- c. Perform light trail and visitor-area maintenance approved by the City, including hand removal of minor debris and limited vegetation trimming;
- d. Observe the condition of trails, viewing blinds, signs, and visitor areas and report damage, unsafe conditions, dumping, vandalism, or other concerns to the City;
- e. Undertake native planting, invasive-plant control, habitat enhancement, or interpretive projects only after receiving the City's written approval;
- f. Encourage volunteers and visitors to avoid disturbing wildlife, nests, vegetation, and sensitive habitat;
- g. Provide appropriate volunteer supervision and comply with the safety requirements in this Agreement; and
- h. Maintain a record of volunteer dates, activities, hours, participation, and reported concerns, and submit a brief annual summary to the City.

The Collective is not required to conduct continuous inspections, provide security, enforce park rules, or guarantee that the Viewing Area is free of hazards. Reporting concerns does not authorize the Collective to undertake repairs outside the approved scope.

5. City Responsibilities

The City shall:

- a. Retain ownership or its existing property interest, management authority, and control over public use of the Viewing Area;

- b. Designate a staff representative to coordinate with the Collective;
- c. Review proposed work plans and identify approved activities, work boundaries, and applicable restrictions;
- d. Remain responsible for determining and arranging major maintenance, structural repairs, tree-hazard response, and other work beyond the approved volunteer scope;
- e. Arrange disposal of properly collected ordinary litter at agreed locations;
- f. Communicate known site restrictions and relevant safety concerns to the Collective's designated representative; and
- g. Determine whether City tools, materials, staff assistance, or other support can be provided, subject to availability, budget, and applicable approval requirements.

Nothing in this Agreement requires the City to make an unappropriated expenditure or to undertake a capital improvement.

6. Annual Work Plan and Approval of Projects

Before beginning work, the Collective shall submit a proposed work plan identifying:

- Planned activities and approximate dates;
- Work locations;
- Tools, materials, and equipment;
- Volunteer supervision arrangements;
- Proposed habitat or educational projects; and
- Any requested City assistance.

The City's designated representative shall approve the work plan in writing before implementation. Email approval is sufficient for routine activities within that representative's authority.

Material changes to approved activities require additional written approval. Projects involving construction, excavation, structural changes, utilities, or expenditures requiring higher-level City approval shall not proceed until all required approvals are obtained.

7. Restricted Activities

Without prior written City authorization and any required permits, the Collective shall not:

- a. Construct, alter, or remove trails, viewing blinds, boardwalks, fences, signs, or other permanent improvements;
- b. Cut down trees, remove substantial limbs, or operate chainsaws, heavy equipment, or motorized vegetation-clearing equipment;
- c. Apply herbicides, pesticides, fertilizers, or other chemicals;
- d. Excavate, grade, disturb streambanks or wetlands, or perform work in waterways;
- e. Capture, handle, feed, relocate, or otherwise interfere with wildlife;
- f. Install cameras, lighting, utilities, or surveillance equipment;
- g. Close the Viewing Area, restrict public access, or reserve areas for exclusive use;
- h. Conduct commercial activities, charge admission, or hold special events requiring separate City authorization; or
- i. Make commitments, enter contracts, or incur expenses on behalf of the City.

Volunteer activities shall stop when hazardous conditions, unsafe weather, or City instructions make continued work inappropriate.

8. Volunteer Coordination and Safety

The Collective shall designate a responsible adult coordinator for each volunteer activity.

Before work begins, the coordinator shall explain the approved tasks, site-specific risks, emergency procedures, and required protective equipment. Volunteers shall perform only tasks appropriate to their age, training, and ability.

Minors may participate only with appropriate parent or guardian permission and adult supervision consistent with City-approved requirements.

Volunteers shall not handle needles, suspected hazardous substances, unidentified chemical containers, or other dangerous materials. Such items shall be left undisturbed and promptly reported to the City. Emergencies shall be reported to 911 first.

The Collective shall promptly notify the City of injuries, property damage, significant hazards, or other serious incidents connected with its activities and provide a written incident report within two business days when reasonably practicable.

9. Expenses, Materials, and Improvements

Each Party shall bear its own expenses unless a separate written authorization states otherwise.

The Collective shall not purchase goods or services in the City's name or represent that reimbursement is available without prior written approval.

Materials installed as permanent improvements on City property shall become City property upon installation and acceptance unless a separate written agreement provides otherwise. The City may decline, relocate, modify, or remove proposed or installed improvements as necessary for site management, subject to applicable law and any separate written agreement.

Portable equipment owned by the Collective shall remain its property unless donated and accepted in writing.

10. Public Access, Conservation, and Events

The Viewing Area shall remain available for public use in accordance with City rules, operating hours, and temporary closures.

The Collective shall conduct activities in a manner that minimizes interference with visitors and protects wildlife habitat. The City may limit work locations, timing, methods, or group size to protect sensitive areas or address operational concerns.

Public programs, organized tours, fundraising activities, or special events are not automatically authorized by this Agreement. Such activities require any separate approvals ordinarily required by the City.

11. Recognition and Public Communications

The City may authorize a sign recognizing the Collective's adoption of the Viewing Area. The sign's wording, design, location, installation, and maintenance shall require City approval.

Recognition does not confer naming rights, exclusive sponsorship rights, or authority to speak on behalf of the City.

Neither Party may use the other Party's logo or imply endorsement of unrelated activities without prior written permission.

12. Insurance, Indemnification, and Hold Harmless

12.1 Insurance Requirements

Before volunteer activities begin, the City's designated risk-management representative shall establish written insurance requirements appropriate to the activities authorized under this Agreement. Those requirements shall be recorded in **Exhibit C**.

The Collective shall maintain all required coverage during its activities under this Agreement and provide evidence of coverage before work begins and upon renewal. If required by **Exhibit C**, the Collective shall provide an endorsement naming the City as an additional insured with respect to the Collective's activities under this Agreement.

Insurance requirements do not limit the Collective's indemnification obligations under this Section.

12.2 Indemnification and Hold Harmless

To the fullest extent permitted by applicable law, the Collective shall indemnify and hold harmless the City of Jefferson City, Tennessee, and its elected and appointed officials, officers, employees, and agents acting in their official capacities ("Indemnified Parties"), from and against third-party claims, demands, actions, damages, judgments, settlements, liabilities, and reasonable costs and expenses, including reasonable attorneys' fees, arising out of or relating to volunteer activities organized, sponsored, directed, or supervised by the Collective under this Agreement, but only to the extent caused by:

- a. A negligent act or omission, reckless conduct, or intentional misconduct of the Collective or its officers, employees, agents, contractors, or participating volunteers in connection with those activities;
- b. The Collective's failure to properly organize, supervise, or conduct those activities; or
- c. The Collective's breach of this Agreement or violation of applicable law in conducting those activities.

Covered claims include claims for bodily injury, personal injury, illness, death, or damage to property, including claims brought by participating volunteers or other persons.

The Collective's obligations apply whether the covered conduct occurs during preparation for, performance of, or cleanup following an authorized volunteer activity.

12.3 Exclusions and Allocation of Responsibility

The Collective shall not be required to indemnify or hold harmless an Indemnified Party to the extent a claim, loss, or expense is attributable to that Indemnified Party's negligence, gross negligence, reckless conduct, or intentional misconduct.

If both the Collective or persons for whom it is responsible and an Indemnified Party contribute to a claim, the Collective's indemnification obligation shall apply only to the portion attributable to the Collective or persons for whom it is responsible.

This Section does not transfer to the Collective responsibility for City maintenance or management duties solely because a volunteer activity occurs at the Viewing Area.

12.4 Notice, Defense, and Settlement of Claims

The City shall promptly notify the Collective in writing of any claim for which indemnification is sought and provide reasonably available information concerning the claim. Failure to provide prompt notice shall reduce the Collective's obligations only to the extent the delay materially prejudices its ability to respond.

For a claim based solely on conduct covered by Section 12.2, the Collective shall, upon the City's written request, provide a defense through qualified counsel reasonably acceptable to the City, subject to applicable insurance policy provisions.

For a claim alleging both covered conduct and conduct excluded under Section 12.3, the Parties shall cooperate in arranging an appropriate defense. The Collective shall reimburse reasonable defense costs to the extent attributable to covered conduct, as established by written agreement or a final judicial determination.

The Collective shall not settle a claim in a manner that admits fault by an Indemnified Party, imposes a nonmonetary obligation on an Indemnified Party, or fails to provide a complete release of the affected Indemnified Parties without the City's prior written consent.

The City shall reasonably cooperate in the defense of covered claims without surrendering control over governmental decisions, privileged information, or defenses available to it.

12.5 Preservation of Governmental Protections

Nothing in this Agreement waives, limits, or expands any governmental immunity, statutory limitation of liability, defense, or other protection available to the City or its officials, officers, employees, or agents under applicable law, including the Tennessee Governmental Tort Liability Act.

Nothing in this Agreement requires the City to indemnify the Collective or any participating volunteer.

12.6 Volunteer Coverage and Separate Forms

The Collective shall not represent that its volunteers are covered by City workers' compensation, accident, or liability insurance unless the City has expressly confirmed that coverage in writing.

Any volunteer acknowledgment, permission, or release required under Section 8 is separate from, and does not replace, the Collective's obligations under this Section.

12.7 Survival

The obligations in this Section shall survive expiration or termination of this Agreement with respect to acts, omissions, or activities occurring during its term.

13. Relationship of the Parties

The Collective is an independent community partner. This Agreement does not create a partnership, joint venture, employment relationship, or agency relationship between the Parties.

The Collective and its volunteers have no authority to bind the City or exercise governmental powers.

Volunteer services under this Agreement are provided without an expectation of compensation from the City. Any separate paid services require a separate written agreement and applicable City approvals.

14. Records and Compliance

The Parties shall comply with applicable laws, permits, City rules, and nondiscrimination requirements in carrying out this Agreement.

The Collective shall provide records reasonably necessary to document the approved work, volunteer participation, and incidents.

Records submitted to or maintained by the City shall be handled in accordance with applicable records-retention and public-records requirements. Neither Party promises confidentiality contrary to law.

15. Suspension and Termination

Either Party may terminate this Agreement without cause upon 30 days' written notice to the other Party.

The City may immediately suspend some or all activities when necessary to address safety concerns, protect natural resources, comply with law, or meet operational needs.

For a material breach that can reasonably be corrected, the nonbreaching Party shall give written notice and 15 days to cure before termination. The City may terminate immediately for serious

unsafe conduct, unauthorized site alterations, unlawful activity, or failure to maintain required insurance.

Upon expiration or termination, the Collective shall stop activities under this Agreement, return City property, remove its portable materials as directed, and cooperate in an orderly transition. Permanent improvements accepted by the City shall remain unless otherwise agreed in writing.

16. Notices and Designated Representatives

Routine coordination may occur by email. Formal notices of breach, termination, or amendment shall be delivered personally, by certified mail, or by email with written acknowledgment of receipt.

City

James A. Gallup

City Manager

112 City Center Dr.

Jefferson City, Tennessee 37760

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(865)475-9071

Collective

Tommy Clapp

Director, Mossy Creek Foundation

2004 Branner Avenue, Suite 8

Jefferson City, Tennessee 37760

admin@mossycreekfoundation.org

Either Party may change its designated representative or notice information by written notice.

17. General Provisions

17.1 Governing Law

This Agreement shall be governed by Tennessee law. Any legal proceeding shall be brought in a court of competent jurisdiction serving Jefferson County, Tennessee, subject to applicable jurisdiction and venue requirements.

17.2 Entire Agreement

This Agreement and its incorporated exhibits constitute the entire agreement concerning adoption of the Viewing Area and supersede prior discussions on that subject.

17.3 Amendments

Amendments must be in writing and signed by authorized representatives of both Parties. Routine work-plan approvals do not amend the term, insurance obligations, liability provisions, or financial commitments of this Agreement.

17.4 Assignment

The Collective may not assign this Agreement or transfer its responsibilities to another organization without the City's prior written consent.

17.5 Severability

If a provision is held unenforceable, the remaining provisions shall remain effective to the extent they can operate consistent with the Agreement's purpose.

17.6 No Third-Party Beneficiaries

This Agreement does not create contractual rights for third parties.

17.7 Authority and Effective Approval

Each signer represents that the signer is authorized to execute this Agreement. The Agreement becomes effective only after all required City and Collective approvals have been obtained and both Parties have signed.

Signature Page

City of Jefferson City, Tennessee

By:

Name:

Title:

Date:

Attest:

By:

Name/Title:

Approved as to form,

City Attorney:

Date:

MOSSY CREEK OUTDOOR COLLECTIVE

Legal contracting entity:

By:

Name:

Title:

Date:

Exhibit A — Adopted Area



Exhibit B — Initial Annual Work Plan

Activity	Proposed frequency	Scope and approval
Volunteer litter removal	Quarterly	Approved trails and visitor areas
Light trail stewardship	During scheduled workdays	Hand removal of minor debris and approved trimming
Condition reporting	During volunteer visits	Report concerns; no continuous inspection duty
Native planting or habitat projects	As approved	Separate written project approval
Educational activities	As approved	Subject to applicable event requirements
Volunteer activity summary	Annually	Dates, participants, hours, work completed, and concerns

City approval:

Date:

Collective approval:

Date:

Exhibit C: Standard Liability Insurance Requirements

Vendors seeking to contract with the City of Jefferson City must provide a Certificate of Insurance as proof of insurance coverage for:

- 1) Worker's Compensation
- 2) Employer's Liability
- 3) Professional Liability (if applicable)

A Certificate of Insurance with a copy of an endorsement naming the City of Jefferson City as an "Additional Insured" is required for the following coverage:

- 1) Commercial General Liability
- 2) Business Automobile Liability

All policies shall provide thirty (30) days prior notice of cancellation, non-renewal, or material change in coverage.

INSURANCE COVERAGE	LIMITS (Amount Denotes Suggested Minimums)
1. Worker's Compensation	Statutory limits for the State of Tennessee
2. Employer's Liability	\$500,000 Per Accident \$500,000 Disease Per Employee \$500,000 Disease Policy Limit
3. Commercial General Liability	\$1,000,000 Per Occurrence \$1,000,000 Per Project \$2,000,000 Annual Aggregate
----- a. Products/Completed Operations b. Contractual Liability c. Explosion, Collapse, or Underground (XCU) Hazards	----- \$1,000,000 Per Occurrence \$1,000,000 Per Occurrence Depending on the exposure associated with the project
4. Automobile Liability and Owned/Hired/ Non-Owned Vehicles	\$1,000,000 Per Occurrence
5. Umbrella/Excess Liability	\$1,000,000 - \$10,000,000 Per Occurrence, depending on the exposure associated with the project
6. Professional Liability (for engineers, architects, etc.)	\$1,000,000 Per Occurrence/Claim/Aggregate
7. Builder's Risk	Limits sufficient to cover the full value of the contract
8. Contractor's Equipment Floater	Limits sufficient to cover ACV of contractor's property
9. Surety/Performance Bond	Limits equal to the value of the contract

Source: Public Entity Partners