

**INTERLOCAL AGREEMENT BETWEEN JEFFERSON COUNTY, TENNESSEE AND
THE CITY OF JEFFERSON CITY, TENNESSEE REGARDING THE
REHABILITATION OF THE MOSSY CREEK WILDLIFE VIEWING AREA**

WHEREAS, *Tenn. Code Ann. §12-9-101, et. seq.* authorizes governmental entities in this State to enter into agreements to cooperate with other localities on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that accord with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, Jefferson County, Tennessee (hereinafter the “County”) and the City of Jefferson City, Tennessee (hereinafter the “City”) (collectively, the “Parties”) have elected to exercise the authority granted under the above-referenced statutes and have entered into a written agreement for the rehabilitation of the Mossy Creek Wildlife Viewing Area (the “Project”); and

WHEREAS, the County is the recipient of a one-time, \$80,000 grant awarded for the purpose of partially rehabilitating the Mossy Creek Wildlife Viewing Area, a park located within the limits of Jefferson City; and

WHEREAS, with the approval of the Jefferson City Council and the City Attorney, Robert Burts, Jefferson City has granted the County permission to undertake improvements to said park; and

WHEREAS, in the judgment of the City of Jefferson City, this Interlocal Agreement is advantageous to and serves the public interest of Jefferson City; and

WHEREAS, in the judgment of Jefferson County, this Interlocal Agreement is advantageous to and serves the public interest of the County.

NOW, THEREFORE, this Interlocal Agreement is entered into by and between the City of Jefferson City and Jefferson County as of this _____ day of _____, 20____, and in consideration of the mutual covenants contained herein, the parties agree as follows:

This Interlocal Agreement (“Agreement”) is entered into by and between Jefferson County, Tennessee and the City of Jefferson City, Tennessee, collectively referred to as “the Parties,” pursuant to the authority granted under the Tennessee Interlocal Cooperation Act, *Tenn. Code Ann. § 12-9-101 et seq.*

1. Purpose of the Agreement

1.1 The purpose of this Agreement is to authorize collaborative efforts between Jefferson County and Jefferson City for the partial rehabilitation and improvement of the Mossy Creek Wildlife Viewing Area (“Project”), located within the municipal limits of Jefferson City as hereinafter described.

1.2 The County is the recipient of a one-time grant of \$80,000.00 from the State of Tennessee for the purpose of partially rehabilitating the Mossy Creek Wildlife Viewing Area.

1.3 This Agreement is further intended to promote the efficient and coordinated delivery of services in a manner mutually beneficial to both entities and to ensure the effective use of funds awarded to Jefferson County with the intended use of the partial rehabilitation and improvement of the Mossy Creek Wildlife Viewing Area.

2. Authority and Permissions

2.1 Jefferson City hereby grants Jefferson County permission to enter upon and undertake some rehabilitation activities or improvements on City-owned property known as the Mossy Creek Wildlife Viewing Area.

2.2 Jefferson City acknowledges and agrees that Carey Davis, Director of Community Relations & Special Projects for Jefferson County, is authorized to manage, administer, and oversee all aspects of the Project on behalf of Jefferson County.

[So, will Director Elder have any involvement?]

2.3 Jefferson County agrees that all project plans, proposals, and material decisions will be shared with Jefferson City, and that the Parties will work collaboratively throughout the duration of the Project. It is anticipated that the aforementioned grant funds shall be used to repair and/ or reconstruct two wildlife observation decks. However, Jefferson County shall have the ultimate discretion and decision making authority, regarding expenditure of the grant funds and which improvements to make therewith. If the \$80,000.00 in grant funds is not sufficient to cover these repairs/ reconstruction, the County shall have no duty, liability, or responsibility to contribute any additional funds or resources to complete the Project including repair and/ or reconstruction to the observation decks.

3. Responsibilities of Each Party

3.1 Jefferson County shall:

- a. Oversee all project management and implementation activities related to the rehabilitation of the Mossy Creek Wildlife Viewing Area.
- b. Administer all grant obligations, including compliance with funding requirements, reporting, budgeting, and execution of improvements.
- c. Coordinate with Jefferson City regarding project decisions, timelines, and work to be performed.
- d. The extent of Jefferson County's responsibilities and liability, financially or otherwise, regarding this project is the \$80,000.00 in grant funds described herein. Upon the expenditure of these funds, the County shall have no other duties or responsibilities under this Agreement.

3.2 Jefferson City shall:

- a. Be solely responsible for the present, ongoing and future maintenance, care, cost, expense, and upkeep of the Mossy Creek Wildlife Viewing Area, including, but not limited to the herein described observation decks.
- b. Collaborate with Jefferson County during planning and implementation phases of the Project.
- c. Provide access to City-owned property as needed for project activities.

4. Liability and Risk Allocation

4.1 The City shall be solely responsible for any liabilities arising directly from the rehabilitation work performed as part of this Project.

4.2 The City shall be solely responsible for all infrastructure, conditions, or defects with respect to the Project and the property and improvements upon and at the Park.

4.3 The City shall indemnify, defend, and hold harmless the County and the County's employees, agents, contractors, subcontractors, representatives and officials of and from any and all claims, complaints, and causes of action of any kind or character, including, but not limited to claims for bodily injury, personal injury, death, etc., arising from or related to the Project, the Mossy Creek Wildlife Viewing Area, or any condition, improvement, or fixture in, at or around the Mossy Creek Wildlife Viewing Area.

4.4 Nothing in this Agreement shall be construed to waive any defenses, immunities, or limitations of liability available to either Party under Tennessee law.

5. Compliance with Tennessee Code Annotated Requirements

5.1 This Agreement is executed pursuant to the Tennessee Interlocal Cooperation Act, Tenn. Code Ann. § 12-9-101 et seq.

5.2 The Parties agree to comply with statutory requirements including, but not limited to, the filing of an annual statement with the Tennessee Comptroller of the Treasury that includes:

- The names of the Parties to this Agreement.
- Annual revenue and expenses of any entity created under the Agreement (if applicable); and
- Any additional information required by the Comptroller's Office.

6. Term, Amendment, and Termination

6.1 This Agreement shall become effective upon approval and execution by the legislative bodies of the County and the City, and shall expire upon the County's expenditure of the \$80,000.00 in grant funds, unless this Agreement is extended by the written agreement of the Parties or unless earlier terminated as provided herein.

6.2 Any amendments or modifications to this Agreement must be approved by the legislative bodies of the County and the City in writing and executed by authorized representatives of both Parties.

6.3 This Agreement may be terminated by mutual written agreement of the Parties. Further, this Agreement may be terminated by the County or the City upon thirty (30) days written notice. In the event of termination, the Parties shall cooperate to ensure proper closeout of grant-related activities and compliance with applicable state and federal requirements.

7. Miscellaneous Provisions

7.1. Nothing in this Agreement shall be construed as creating a separate legal entity. ~~unless expressly stated and authorized under Tenn. Code Ann. § 12-9-104.~~ With respect to this Agreement, the Parties are independent entities and neither Party nor the Parties' employees, representatives, officials, or contractors are the agents of the other Party and no joint venture of any kind is created by this Agreement.

7.2. The waiver of either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

7.3. Any notice of termination, requests, demands or other communications under this Agreement shall be in writing and shall be deemed delivered: (a) when delivered in person to a representative the parties listed below; (b) 3 days after mailing when mailed by first-class certified mail, return receipt requested, addressed to the party at the address below; (c) upon confirmation of receipt if sent by electronic means or facsimile to the parties listed below; or (d) via FedEx or UPS (signature required):

For the City: _____

Email: _____

Copy to: _____

Email: _____

For the County: _____

Email: _____

Copy to: _____

Email: _____

Any such notice shall also be emailed to the persons listed above. Either Party may change such address or phone number from time to time by providing written notice as provided above.

7.4. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee without regard to the conflicts of laws or rules of any jurisdiction.

7.5. This Agreement may be executed in several counterparts, each of which shall be considered an original and all of which shall constitute but one and the same instrument.

7.6. Titles of paragraphs are inserted solely for convenience of reference and shall not be deemed to limit, expand or otherwise affect the provisions to which they relate.

7.7. In the event that any one or more provisions of this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein.

7.8. This Agreement constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof.

7.9. This Agreement must be approved by the legislative bodies of the County and the City. This Agreement is executed by a representative of the County and City who is/ are authorized to execute this instrument. The person executing said document attests that they have authority under Tennessee law to execute this document on behalf of the County and City and that their signature allows City and County to proceed with respect to this Agreement.

7.10. Except as expressly limited by the terms of this Agreement, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

7.11. The words "JEFFERSON COUNTY," "JEFFERSON CITY," "CITY," and "COUNTY" and pronouns referring thereto shall be construed to be singular or plural, masculine, neuter or feminine, as the facts warrant.

7.12. The Parties agree that they have not entered into this Agreement for the benefit of any third person or persons, and it is their express intention that the Agreement is intended to be for their respective benefit only and not for the benefit of others who might otherwise be deemed to constitute third-party beneficiaries hereof.

IN WITNESS WHEREOF, the Parties have executed this Interlocal Agreement as of the dates below.

JEFFERSON COUNTY, TENNESSEE

Representative Name: _____

Representative Signature: _____

Title: _____

Date: _____

CITY OF JEFFERSON CITY, TENNESSEE

Representative Name: _____

Representative Signature: _____

Title: _____

Date: _____