

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

MAINTENANCE AGREEMENT WITH AIRPORT SPONSOR

THIS AGREEMENT is made and entered into by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department"), and CITY OF CROSSVILLE (hereinafter called the "Sponsor").

W I T N E S S E T H:

WHEREAS, the Department is authorized to expend funds for furthering the purposes of aeronautics as provided in Tenn. Code Ann. §§ 4-3-2303, 42-2-218 and 67-6-103(b)(1); and

WHEREAS, the Department desires to assist the Sponsor by performing certain maintenance and safety activities on an airport within the jurisdiction of the Sponsor (the "Project"); and

WHEREAS, the Sponsor, in recognition of the benefits to be received from the Project, desires to cooperate with the Department such that the Project may be performed by the Department and maintained by the Agency in accordance with applicable law.

NOW THEREFORE, in consideration of these premises, the Department and the Agency hereby enter into this Agreement to provide for performance of the Project as described below.

SECTION 1: The Project to be performed is described as follows:

AIRFIELD PAVEMENT AND MARKINGS MAINTENANCE

SECTION 2: The Sponsor is the owner of the property upon which the Project is to be performed. The Sponsor agrees that the Department and its contractor(s) shall be permitted to enter upon Sponsor's property for the purpose of performing the Project. The Sponsor understands and agrees that it shall be solely responsible for and pay all costs associated with maintenance of the completed Project.

SECTION 3 The Sponsor shall assume all liability for third-party claims and damages arising from the maintenance, existence, and use of the completed Project to the extent provided by Tennessee Law and subject to the provisions, terms and liability limits of the Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101 *et seq.*, and all applicable laws.

SECTION 4: The Sponsor agrees to comply with all applicable federal and Tennessee laws and regulations in the performance of its duties under this Agreement. The parties hereby agree that failure of the Sponsor to comply with this provision shall constitute a material breach of this Agreement and subject the Sponsor to the repayment of all funds expended, or expenses incurred, under this Agreement.

SECTION 5: This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Sponsor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Agreement. The Sponsor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

SECTION 6: Nothing in this Agreement, whether express or implied, is intended to confer upon any person or entity not a party to this Agreement any rights or remedies by reason of this Agreement.

SECTION 7: Where applicable, the Agency shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.

SECTION 8: The Sponsor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of the Sponsor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal and Tennessee constitutional or statutory law. The Sponsor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

SECTION 9: The Department may terminate this Agreement without cause for any reason. Said termination shall not be deemed a Breach of Contract by the Department. The Department shall give the Sponsor at least thirty (30) days written notice before the effective termination date. Upon such termination, the Sponsor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

SECTION 10: This Agreement may be modified only by a written amendment, which has been executed and approved by the appropriate parties as indicated on the signature page of this Agreement.

SECTION 11: The Department shall have no liability except as specifically provided in this Agreement.

SECTION 12: The Sponsor warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages,

compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Sponsor in connection with any work contemplated or performed relative to this Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials.

**CITY OF CROSSVILLE STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

By: _____ Date _____ By: _____ Date _____
Title: _____ **Joseph Galbato III**
Commissioner

**APPROVED AS TO
FORM AND LEGALITY**

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FORM AND LEGALITY**

By: _____ Date _____ By: _____ Date _____
Sponsor Attorney **John H. Reinbold**
General Counsel