

INTERLOCAL AGREEMENT FOR COLINX EXPANSION

THIS AGREEMENT is made and entered into by and between the **CITY OF CROSSVILLE, TENNESSEE**, a Tennessee Municipality (hereinafter referred to as “City”), and **CUMBERLAND COUNTY, TENNESSEE**, on behalf of its County Mayor (hereinafter referred to as “County”).

I. RECITALS

WHEREAS, Tennessee Code Annotated 12-9-104 authorizes all local governments to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested, such as police protection and public health and welfare; and

WHEREAS, The City of Crossville is a Municipal Corporation organized under the laws of Tennessee, and;

WHEREAS, Cumberland County is a political subdivision of the State of Tennessee, and is duly organized and functioning in accordance with the laws of the State of Tennessee; and

WHEREAS, City and County represent that each is independently authorized to perform the functions contemplated by this Agreement; and

WHEREAS, both the City and County find it mutually desirable to enter into this Agreement.

WHEREAS, Cumberland County and the City of Crossville are eligible for funds under the FastTrack Infrastructure Development Program administered by the Tennessee Department of Economic and Community Development; and

WHEREAS, the City of Crossville and Cumberland County are interested in procuring new industry and jobs for the area; and

WHEREAS, a distribution facility has expressed a desire to expand its operations within the City of Crossville; and

WHEREAS, the expansion of this facility will add approximately 65 new jobs in the City and County within 30 days of completion; and

WHEREAS, this company plans a minimum investment of \$6,500,000 in new construction and \$2,500,000 in warehouse equipment; and

WHEREAS, Cumberland County has agreed to apply for FastTrack funds (“Grant Program”), on behalf of this company to utilize a 25% local match rate; and

WHEREAS, the total project cost is estimated to be \$1,062,146.00 with proposed sources of funds as follows:

1. \$707,500 – Tennessee FastTrack Infrastructure Development Program
2. \$118,215 – Local matching funds
3. \$236,431 – CoLinx/Crossville Acquisition matching funds

Simultaneously, CoLinx has applied for a PILOT of \$7,100,000.00 in new construction and \$2,900,000.00 in warehouse equipment.

NOW, THEREFORE in consideration of the mutual benefits and promises each to the other made herein, the parties named above do hereby agree as follows:

II. CITY'S OBLIGATIONS

- A. The City of Crossville shall prepare the Grant Program application on behalf of the County and serve as Administrator of the grant funds.
- B. The City of Crossville and/or CoLinx shall provide all local match money. However, in no case will the City's match obligation or any other obligation hereunder in the aggregate total more than \$118,215.00.
- C. The City of Crossville shall bid the project with the contract, ("Contract"), and the City shall be the contractual agent to the construction contract, subject however to the provisions herein. The City may be a signatory party on all applications for grant payment. Payments to the contractors and/or engineer shall be made by the City from time to time on the basis of invoices for work performed, submitted to and approved by the chief engineer. The County shall reimburse the City for payments to the contractors and/or engineers for work performed, provided that the County's obligation to reimburse the City shall not exceed total state participation. The City of Crossville shall pay all Contract draws and prepare pay requests for approval of County Mayor for immediate reimbursement in full from Grant Program funds. Reimbursements from the State will be made directly to Cumberland County. The parties hereto agree and acknowledge that all pay requests submitted by the City to the County which have been approved in writing by the consulting engineers for the Project shall be, and are hereby, deemed on their face to be valid and accurate requests creating an obligation upon the County to reimburse the City within three (3) days of the date that the County receives the grant funds.

III. COUNTY'S OBLIGATIONS

- A. The County Mayor shall:

1. Execute and submit an application for funds to the Department of Economic and Community Development under the Tennessee FastTrack Infrastructure Development Program in the amount of \$1,062,146 for site improvements and storm water infrastructure; and
 2. Enter into the necessary agreements with the Tennessee Department of Economic and Community Development or other designated agencies to receive and administer such grant funds.
- B. City shall engage Environmental and Civil Engineering Services to develop a preliminary engineering report on the construction of site improvements and storm water infrastructure improvements.

IV. REPORTS

City shall provide to County a detailed accounting for each pay request. City shall further provide to County, upon request, a copy of any other report not confidential by law or contract, which it may be required to prepare and submit to any federal, state, or other jurisdiction in the course of the Project. City shall also render to County at reasonable intervals, such reports and accounting as County from time to time may require.

V. INDEMNITY

Subject to the limitations as to liability and damages in the Tennessee Tort Liability Act and without waiving its governmental immunity, each Party agrees to hold harmless each other, its governing board, officers, agents and employees for any liability, loss, damages, claims or causes of action caused or asserted to have been caused directly or indirectly by any other Party to this Agreement, or any of its officers, agents or employees, or as the result of its performance, or any of its officers, agents or employees, under this Agreement.

VI. GENERAL PROVISIONS

- A. Severability Clause: The parties intend for the various provisions of this Agreement to be severable so that the invalidity, if any, of any one section (or more) shall not affect the validity of the remaining provisions or sections.
- B. This document may be executed in any number of original signature counterparts, each of which shall for all purposes be deemed an original, and all such counterparts shall constitute one and the same document.
- C. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this

Agreement hereby represent that they have authorization to sign on behalf of their respective entity.

D. This Agreement shall be interpreted in accordance with the laws of the State of Tennessee and in Cumberland County, Tennessee.

E. This Agreement represents the entire agreement of the parties and supersedes any verbal or written representations of, to or by the parties to each other.

F. Notices to either party shall be sufficient if sent in writing; postage pre-paid, registered or certified mail to the duly elected Mayor of the party at the address on file of either party for that Mayor.

G. The parties agree that they will cooperate with each other in all matters that are reasonably necessary or desirable to facilitate the performance of their respective obligations under this Agreement. Each of the parties hereto further agrees to do any act or thing and execute any and all instruments that are reasonably necessary and proper to make effective the provisions of this Agreement and consummate the transactions contemplated under this Agreement. The County and the City shall use their mutual good faith effort to execute, issue, or obtain such agreements, consents, approvals, licenses, permits, ordinances, resolutions, authorizations and similar documents as may be necessary or appropriate in connection with the design, financing, location, construction, and operation of Project.

CUMBERLAND COUNTY TENNESSEE

By: _____
KENNETH CAREY, JR.

Its: County Mayor

CITY OF CROSSVILLE, TENNESSEE

By: _____
J.H. GRAHAM, III

Its: Mayor