

AGREEMENT FOR OPERATION OF VISITORS CENTER

This **Agreement for Operation of Visitors Center**, (“Agreement”), is made and entered into by and between the **CITY OF CROSSVILLE, TENNESSEE**, a Tennessee municipal corporation, (“City”), and **CUMBERLAND COUNTY, TENNESSEE**, a political subdivision of the State of Tennessee, (“County”), on this ____ day of ____, 2013.

WITNESSETH:

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;

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

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

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

WHEREAS, the County has improved property, which property is more particularly described on Exhibit “A” attached hereto and incorporated herein by reference thereto, (“Property”), and has received a grant for the construction thereon of a building and further improvements thereto to be known as the Big South Fork Visitors Center, (“Center”);

WHEREAS, under the terms of said Grant, the County is responsible for providing operating costs of the Center for a period of at least twenty (20) years, but, under the terms below, the County is willing to manage the Center, on a year-to-year basis as more fully defined below, so long as the City and County each provides fifty percent (50%) of the operational cost of the facility;

WHEREAS, each party has sufficient funds available from current revenues to perform the functions contemplated by this Agreement; and,

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

NOW, THEREFORE, for and in consideration of Ten (\$10.00) Dollars, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to be bound as follows:

1. Certain Definitions as used in this Agreement are as follows:

- (a) **Center**: “Center” shall mean the substantially completed visitors center constructed and completed by the County on the Property.
- (b) **City**: “City” shall mean the City of Crossville, Cumberland County, Tennessee, with its offices located at 392 North Main Street, Crossville, Cumberland County, Tennessee.
- (c) **County**: “County” shall mean Cumberland County, acting by and through its duly elected Mayor, with its offices located at 2 N. Main St., Ste. 203, Crossville County, Tennessee.
- (d) Any word or phrases not specifically defined herein shall have as its meaning the ordinary and commonly understood meaning.

2. County agrees to provide management services for the Center beginning upon the date that the Codes Enforcement Department of the City certifies that the Center is sufficient for occupancy and use for its intended purposes. In its capacity as manager contemplated herein, the County shall maintain exclusive control of the Center and appurtenant grounds and shall be responsible for coordinating all activities at the Center, staffing schedules, human resources, maintenance and cleaning schedules, volunteer coordination, all decisions regarding staffing and employee activities, (including the job descriptions for the same), vendor relationships, and all other aspects of the management and operation of the facility. However, and notwithstanding anything herein to the contrary, the County shall be responsible for fifty percent (50%) of the costs of operating the Center. The City shall likewise provide fifty percent (50%) of the annual operating costs. Additionally, the County shall remain solely responsible for all construction costs associated with the Center, no term or provision herein withstanding to the contrary.

3. The City and County shall cooperate in good faith in the day-to-day operations of the Center, and the County shall make available to the City, upon request, all financial records, business records, and visitor records related to the Center.

4. In consideration for the County's performance of the duties listed herein, the City will pay to the County One Hundred Twenty Thousand (\$120,000.00) Dollars as construction draws toward the actual construction costs of the Center. The County will invoice the City on the first draw and subsequent draws of each draw and the City agrees to pay the invoice no later than the tenth (10) day of the notice of such draw.

5. The term of this Agreement shall be twenty (20) years, said term beginning upon that date upon which this Agreement has been ratified and passed by both the Cumberland County Commission and the Crossville City Council. After the initial term of twenty (20) years, this Agreement shall continue in effect, under the same terms and provisions as set forth herein, until such time as either party hereto provides written notice to the other party stating the intent to terminate in ninety (90), days whereupon this Agreement shall terminate upon the ninetieth (90th) day after said written notice is sent by the terminating party.

6. Subject to the limitations as to liability and damages, if any, under the Tennessee Governmental 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. The County shall maintain general liability insurance on the Property and improvements thereto for amounts sufficient to cover all areas of exposure under the Act.

7. The parties intend for the various provisions of this Agreement to be severable so that the invalidity, if any, of any one section shall not affect the validity of the remaining provisions or sections.

8. 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.

9. 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.

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

11. 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.

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

CUMBERLAND COUNTY TENNESSEE

By: _____
Kenneth Carey, Jr., Mayor

CITY OF CROSSVILLE, TENNESSEE

By: _____
J.H. Graham, III, Mayor