INTERLOCAL AGREEMENT BETWEEN \_\_\_\_\_\_\_\_\_ COUNTY AND THE \_\_\_\_\_\_\_\_\_ COUNTY HIGHWAY DEPARTMENT FOR THE PERFORMANCE OF ROAD WORK

This Agreement is entered into this 28th day of November, 2016, by and between \_\_\_\_\_\_\_\_\_ County, Tennessee (the “County”) and the \_\_\_\_\_\_\_\_\_ County Highway Department (the “Highway”).

WHEREAS, under Tennessee Code Annotated Section 12-9-108, the County and Highway are authorized to contract with one another for the performance of any governmental service, activity or undertaking that each entity is individually authorized by law to perform; and

WHEREAS, Tennessee Code Annotated Section 54-7-202(d) authorizes county highway departments to perform work for other governmental entities as long as such work is first approved by the county legislative body and the highway department is reimbursed for the work; and

WHEREAS, The County Highway Department from time to time receives requests from the County to perform road work for the County; and

WHEREAS, It is the intent of the County Legislative Body to authorize the County Highway Department to perform such work for the County General Fund; and

WHEREAS, This Interlocal Agreement is in the best interest of the County and Highway;

Now, therefore, in consideration of the mutual covenants contained herein, the parties agree as follows:

Section 1. Prior to the County Highway Department beginning any road work project on behalf of the County, the County shall submit a written request to the Chief Administrative Officer of the County Highway Department.

Section 2. Upon receiving an official request from the County, the Chief Administrative Officer shall review the request and scope of work to be undertaken and determine if the County Highway Department will undertake the project.

Section 3. Once the Chief Administrative Officer determines the project should be performed by the Highway, the project may commence. However, if the total cost of the requested project exceeds $25,000.00, then the Chief Administrative Officer shall seek separate approval for the project from the County legislative Body.

Section 3. The County General Fund shall reimburse the County Highway Department for all project costs, including materials, supplies, equipment and personnel, and the County Highway Department shall keep a copy of the written request submitted by the County and any other such documents related to the project and its costs.

Section 4. This Agreement shall become effective upon passage by the governing body of each party hereto, and shall remain in effect until written notice of termination is given by either party. The withdrawing party shall give sixty (60) days written notice of intent to terminate.

**\_\_\_\_\_\_\_\_\_ COUNTY, TENNESSEE \_\_\_\_\_\_\_\_\_ COUNTY HIGHWAY DEPARTMENT**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

County Mayor Highway Superintendent

Attest: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Attest: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

County Clerk Secretary