

RESOLUTION NO. 25-10-014

SPONSORED BY: Commissioners Jared Anderson, Ron French, John Giles, Scott King, Mike Caylor, Earl McMahan, Jared Anderson, Dawn Reagan, Quentin Caldwell, John Giles, Linda Webb, and Staci Martin

A RESOLUTION TO APPROVE A CONTINGENCY PLAN TO ENTER INTO AN INTERLOCAL AGREEMENT TO KEEP THE GREAT SMOKY NATIONAL PARK OPEN AND FULLY OPERATIONAL IN THE EVENT OF A FEDERAL GOVERNMENT SHUT DOWN

- WHEREAS,** Sevier County and the United States Government, through the Department of Interior and National Park Service are drafting an agreement to provide funding to ensure the Great Smoky Mountains National Park remains open and fully operational in the event of a Federal Government shut down; and
- WHEREAS,** Several counties in Tennessee and the State of Tennessee have initiated a collaborative agreement wherein they will contribute to continued funding of the Great Smoky Mountains National Park during the Federal Government shut down to keep the Park open and fully operational; and
- WHEREAS,** The Blount County Mayor has been in communication with surrounding government leaders and supports taking action to ensure the Great Smoky Mountains National Park remains open and fully operational during a Federal Government shut down, and as in previous shut-downs, will seek reimbursement by either the State of Tennessee and/or the Federal Government; and
- WHEREAS,** It is in the best interest of Blount County, Tennessee, to partner with surrounding local governments to keep the park open and fully operational.

NOW, THEREFORE, BE IT RESOLVED that the Blount County Mayor shall have the authority to execute the Interlocal Agreement to allow use of the Blount County fund balance to keep the Great Smoky Mountains National Park open and fully operational to the public, authorized by the Legislative Body of Blount County, Tennessee, assembled in special called session on this 9th day of October, 2025.

BE IT FURTHER RESOLVED, that this resolution shall take effect from and after its passage and the same shall continue in time and provide the Mayor with the future authority to help fund the Great Smoky Mountains National Park until such time as a special called or regular meeting of Commission occurs. The Mayor will also seek reimbursement to Blount County from either the State of Tennessee or the United States Government any money temporarily provided to fund the Great Smoky Mountains National Park during any future closures of the Federal Government that threaten or cause the Park to be closed.

Duly authorized and approved the 9th of October, 2025.

CERTIFICATION OF ACTION

ATTEST

Commission Chairman

County Clerk

County Mayor

Date

- Approved
- Vetoed



Sevier County

125 Court Avenue
Sevierville, TN 37862
865-774-3617 fax 865-453-6830

Invoice No. 2025NPSFunding

INVOICE

Customer

Name Blount County
Address 341 Court St
City Maryville State TN ZIP 37804
Phone _____

Date 6/1/2026
Order No. _____
Rep _____
FOB _____

Qty	Description	Unit Price	TOTAL
1.00	NPS Funding-2025 Government Shutdown National Park Service Funding	\$215,462.62	\$215,462.62

Payment Details

Sevier County General Fund

Federal Tax ID# 62-6000829

SubTotal	\$215,462.62
Shipping & Handling	\$0.00
Taxes	
TOTAL	\$215,462.62

Office Use Only

National Park Service Funding 2025

Date	Amount	Period	Wired
10/3/2025	\$ 431,922.28	10/4-10/10/2025	Yes
10/8/2025	\$ 555,328.62	10/11-10/19/2025	Yes
10/17/2025	\$ 431,922.28	10/20-10/26/2025	Yes
10/24/2025	\$ 431,922.28	10/27-11/2/2025	Yes
	<u>\$ 1,851,095.46</u>		

\$ 1,851,095.46 Total owed 10/4-11/2/2025
 \$ 342,857.10 State Amount 11,428.57/day
 \$ 1,508,238.36 Total to split between 7 entities
 \$ 215,462.62 Total amount per entity for time period

Total Owed per Entity	
State	\$ 342,857.10
Sevier County	\$ 215,462.62
Blount County	\$ 215,462.62
Sevierville	\$ 215,462.62
Pigeon Forge	\$ 215,462.62
Gatlinburg	\$ 215,462.62
EBCI	\$ 215,462.62
Friends of the Smokies	\$ 215,462.62

PUBLIC NOTICE

CALL FOR A SPECIAL CALLED MEETING OF THE BLOUNT COUNTY BOARD OF COMMISSIONERS TO BE HELD IN ROOM 430 AT THE BLOUNT COUNTY COURTHOUSE, COURT STREET, MARYVILLE, TENNESSEE, ON THURSDAY, OCTOBER 9, 2025, AT 5:45 P.M.

I, Mayor Ed Mitchell, pursuant to and in accordance with the authority vested in me by Tennessee Code Annotated § 5-5-105, hereby call a special meeting of the Board of County Commissioners of Blount County, Tennessee (the "County"), for discussion and possible action on a Resolution authorizing the Blount County Mayor to execute an Interlocal Agreement and use of fund balance necessary to keep the Great Smoky Mountains National park open during the Federal Government shutdown.

OCTOBER 1, 2025

APPROVED:

ATTEST:

Jared Anderson
Commission Chairman

Gaye Hasty
County Clerk

Ed Mitchell
County Mayor



Donation Agreement
Between the
National Park Service, United States Department of the Interior
and the
Sevier County, Tennessee

This agreement (hereinafter "Agreement") is entered into by and between the National Park Service (hereinafter "NPS"), an agency of the United States Department of the Interior, acting through its Director, and the Sevier County, Tennessee (hereinafter "Donor"), acting pursuant to its applicable authorities. This Agreement sets forth the terms and conditions under which the Donor may donate funds to the NPS, and under which the NPS may accept those donated funds, in order to enable the NPS to fully staff all functions associated with the operations of Great Smoky Mountains National Park (hereinafter "Great Smoky Mountains National Park") that are beyond those that are currently being conducted as basic operations. The donation will fund work that supports all Great Smoky Mountains National Park operations beyond basic operations, which includes facilities maintenance and operations, natural and cultural resource management and science, resource education, interpretation and orientation of visitors, administrative functions necessary to support these operations, and will facilitate the reopening of visitor facilities during the period when funds appropriated by the United States Congress for the operation of the National Park System are not available (hereinafter the "shutdown period"). Throughout this Agreement the NPS and the Donor may be referred to jointly as "the Parties."

Article I - Background

A. Whereas, Great Smoky Mountains National Park is located in Tennessee and North Carolina, encompasses approximately 522,000 acres, and annually attracts more than 12 million visitors;

B. Whereas, the federal Anti-Deficiency Act 31 U.S.C. § 1341, prohibits federal employees from making or authorizing an expenditure or obligation exceeding an amount available in an appropriation or fund for the expenditure or obligation or involving the federal government in a contract or obligation for the payment of money before an appropriation is made unless authorized by law;

C. Whereas, as a result of a lapse in funds appropriated by the United States Congress for the operation of the National Park System, Great Smoky Mountains National Park staffing levels would be reduced to only excepted and approved exempted personnel at 12:01 a.m. EDT on October 1, 2025;

D. Whereas, absent alternative funding, Great Smoky Mountains National Park will remain at reduced staffing levels until Congress appropriates funds for the operation of the National Park System and the shutdown period ends;

E. Whereas, the Donor desires to donate funds to the NPS for the sole purpose of enabling the operation of all Great Smoky Mountains National Park functions that are beyond

those that are currently being conducted as basic operations. The donation will fund all Great Smoky Mountains National Park operations beyond basic operations, which includes work that supports facilities maintenance and operations, natural and cultural resource management and science, resource education, interpretation and orientation of visitors, administrative functions necessary to support these operations, and will facilitate the reopening of visitor facilities that were closed due to the lapse in appropriations within Great Smoky Mountains National Park during part or all of the shutdown period;

F. Whereas, the operation of all functions associated with the operations of Great Smoky Mountains National Park that are beyond those that are currently being conducted as basic operations are for the purpose of fully operating the Park during part or all of the shutdown period;

G. Whereas, 54 U.S.C. § 101101 and 43 U.S.C. § 1473a authorize the Secretary of the Interior, in his administration of the NPS, to accept money and other contributions, which may be donated for the purposes of the National Park System;

H. Whereas, the NPS desires to accept the Donor's donation on the terms and conditions described in this Agreement;

Now, therefore, the Parties agree as follows:

Article II - Statement of Agreement

A. The Donor agrees as follows:

1. For the sole purpose of enabling the operation of all functions of Great Smoky Mountains National Park that are beyond those that are currently being conducted as basic operations, the Donor will donate to the NPS, for each day that Great Smoky Mountains National Park is partially or fully open to public use and visitation during the shutdown period, which is \$61,703.18. The NPS will operate and manage all functions associated with the operations of Great Smoky Mountains National Park that are beyond those that are currently being conducted as basic operations. The donation will fund work that includes supporting facilities maintenance and operations, natural and cultural resource management and science, resource education, interpretation and orientation of visitors, administrative functions necessary to support these operations, and will facilitate the reopening of visitor facilities that were closed due to the lapse in appropriations within Great Smoky Mountains National Park in accordance with its standard operating procedures.

2. The Donor will accomplish the donation, on the weekend, by providing a check to Great Smoky Mountains National Park personnel. Subsequently, on weekdays, the Donor should accomplish the donation through an electronic funds transfer to the United States Treasury donation account as provided by the NPS. The Donor understands and agrees that, in order to avoid a violation of the Anti-Deficiency Act, the money must be transferred and deposited before the NPS may reopen portions of Great Smoky Mountains National Park.

3. The Donor initially will cause to be transferred to the NPS enough money to reopen, operate, and manage Great Smoky Mountains National Park for a period of 7 days

beginning on Saturday, October 4, 2025, at 12:01 AM, and ending at 11:59 PM on Friday, October 10, 2025. The amount required to reopen, operate, and manage Great Smoky Mountains National Park for those 7 days is \$431,922.28.

4. If the Donor desires to donate additional amounts to keep Great Smoky Mountains National Park open beyond 11:59 PM on Friday, October 10, 2025, then the Donor will cause to be transferred additional amounts to the NPS through subsequent electronic funds transfers. The parties understand and agree that because of the costs of mobilizing and demobilizing NPS personnel, the NPS will accept, at a minimum, a donation sufficient to operate and manage Great Smoky Mountains National Park for three calendar days, i.e., \$185,109.55.

5. Because the shutdown of Great Smoky Mountains National Park takes two days, the NPS will commence Great Smoky Mountains National Park shutdown unless the Donor maintains a two-day balance in the donation account at all times.

6. The Donor agrees that the donation is a gift with no conditions, and the Donor expects no benefit or credit to its contract in any form, such as reduction or abatement of its Franchise Fee or adjustment of its contract term, any reimbursement, or any other accommodation from the NPS in recognition of the donation.

B. The NPS agrees as follows:

1. Upon verification that Donor funds have been deposited in the appropriate United States Treasury account, the NPS will promptly operate all functions associated with the operations of Great Smoky Mountains National Park that are beyond those that are currently being conducted as basic operations. The donation will fund work that includes supporting facilities maintenance and operations, natural and cultural resource management and science, resource education, interpretation and orientation of visitors, administrative functions necessary to support these operations, and will facilitate the reopening of visitor facilities that were closed due to the lapse in appropriations. Great Smoky Mountains National Park will operate it in accordance with the NPS's standard operating procedures until the donated funds are depleted or until the United States Congress has appropriated funds for the operation of the National Park System, whichever comes first. The Parties understand and agree that if the Donor funds are depleted before Congress appropriates funds for the operation of the National Park System, then the NPS may immediately close Great Smoky Mountains National Park to public use and visitation.

2. The NPS will not obligate or expend any Donor funds for any purpose other than operating portions of the Great Smoky Mountains National Park. More particularly, the NPS will not obligate or expend any Donor funds for capital improvements to federally owned or operated facilities or for other-than-routine maintenance of those facilities.

C. The Parties further agree as follows:

1. If the United States Congress appropriates funds for the operation of the National Park System before the funds donated to the NPS by the Donor are fully obligated, then the NPS will refund to the Donor the unobligated balance of the Donor funds. Unless the United States Congress appropriates funds and expressly directs the NPS to reimburse the Donor for

Donor funds previously obligated or expended by the NPS, the NPS will not reimburse the Donor for such previously obligated or expended funds.

2. Notwithstanding the execution of this Agreement, the Donor has no obligation to donate any funds to the NPS.

3. The Parties' representatives who are signing this Agreement warrant that they have full authority to bind their respective parties to the terms and conditions of this Agreement.

Article III - Term of Agreement

This Agreement will be effective on the date of final signature and will continue in effect for 30 days thereafter or until terminated in accordance with article VIII below, whichever comes first.

Article IV - Designated Representatives

All notices and other written communications regarding this agreement will be sent via email and first-class mail to the following designated representatives of the Parties:

For the NPS:
Charles Sellars
National Park Service
229-591-5391

For the Donor:
Mayor Larry Waters
865-368-6136

Article V - Prior Approval

Not applicable.

Article VI – Reports

Not applicable.

Article VII - Property Utilization

Unless otherwise agreed to in writing by the parties, any property furnished by one party to the other will remain the property of the furnishing party.

Article VIII - Modification and Termination

A. This agreement may be modified only by a written instrument executed by the Parties.

B. Either Party may terminate this agreement by providing the other Party with 24 hours' advance written notice of its intention to do so. If either party provides the other party with notice of its intention to terminate, then the parties' representatives will communicate promptly to discuss the reasons for the notice and to try to resolve their differences amicably.

Article IX - Standard Clauses

A. Civil Rights

During the performance of this agreement, the participants agree to abide by the terms of USDI-Civil Rights Assurance Certification, non-discrimination, and will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, or national origin.

B. Officials Not to Benefit

No member of or delegate to Congress or resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

C. No Third-Party Beneficiaries

Nothing in this agreement is intended to grant any rights or provide any benefits to any third party.

D. Compliance with Applicable Laws

This Agreement and performance hereunder is subject to all applicable laws, regulations, and government policies, whether now in force or hereafter enacted or promulgated. Nothing in this Agreement shall be construed as in any way impairing the general powers of the NPS for supervision, regulation, and control of Great Smoky Mountains National Park under such applicable laws, regulations, and policies. Nothing in this Agreement shall be deemed inconsistent with or contrary to the purpose or intent of any Act of Congress.

E. Merger

This Agreement, including its attachments, is the sole and entire agreement of the parties.

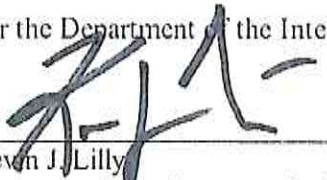
F. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by facsimile transmission or PDF/email) as against the party signing such counterpart, but which together shall constitute one and the same instrument.

Article X - Authorizing Signatures

In witness hereof, the following authorized representatives of the parties have signed their names on the dates indicated, thereby executing this agreement.

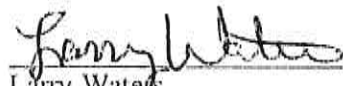
For the Department of the Interior:



Kevin J. Lilly
Acting Assistant Secretary for Fish and Wildlife and Parks

10/3/25
Date

For the Donor:



Larry Waters
County Mayor, Sevier County, Tennessee

10/3/25
Date