

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into pursuant to the provisions of Tennessee Code Annotated § 12-9-104 by and between BLOUNT COUNTY, TENNESSEE (hereinafter "Blount County"), and SEVIER COUNTY, TENNESSEE (hereinafter "Sevier County"), the CITY OF SEVIERVILLE, TENNESSEE (hereinafter "Sevierville"), the CITY OF PIGEON FORGE, TENNESSEE (hereinafter "Pigeon Forge"), the CITY OF GATLINBURG, TENNESSEE (hereinafter "Gatlinburg"), and the EASTERN BAND OF CHEROKEE INDIANS (hereinafter EBCI), political subdivisions of and existing under the laws of the State of Tennessee (hereinafter "State of Tennessee") and the State of North Carolina (hereinafter "State of North Carolina").

WITNESSETH:

WHEREAS, the Great Smoky Mountains National Park (hereinafter "Park") is partially located in both Blount County and Sevier County, borders the Qualla Boundary of the EBCI (hereinafter "Cherokee"), and operated by the United States Department of Interior (hereinafter "Department of Interior") through its National Park Service as a major tourist attraction and is the most visited national park in the United States, with main Park entrances along U.S. Highway 411 at the Town of Gatlinburg, Sevier County, State Highway 73 at the City of Townsend, Blount County, and U.S. Highway 411 at Cherokee, North Carolina; and

WHEREAS, each of Sevier County, Blount County, Sevierville, Pigeon Forge, Gatlinburg, and the EBCI derive significant revenues from the tourists and visitors who visit their respective counties and communities as they seek the enjoyment of activities provided in the Park, as well as publicity and attraction to the businesses, attractions, and opportunities of Sevier County, Blount County, Sevierville, Pigeon Forge, Gatlinburg, and Cherokee; and

WHEREAS, while many citizens of Sevier County, Blount County, Sevierville, Pigeon Forge, Gatlinburg, and Cherokee are employed by the National Park Service in the Park, many other citizens of Sevier County, Blount County, Sevierville, Pigeon Forge, Gatlinburg, and Cherokee derive income from the many tourists and visitors to this area who are drawn here by the attraction of the Park; and

WHEREAS, there is a possibility that the Congress of the United States will not approve spending for the next fiscal year, or at least the approval of such spending will be delayed, the effect of which locally will be to deprive Sevier County, Blount County, Sevierville, Pigeon Forge, Gatlinburg, Cherokee, and the citizens of the above-mentioned entities of the financial opportunities directly attributable to a fully open and publicly accessible Park; and

WHEREAS, in the experience of the above-mentioned entities, the closure of the Park has a significant potential to bring profound economic harm to Sevier County, Blount County, Sevierville, Pigeon Forge, Gatlinburg, Cherokee, and their citizens, which harm will continue exponentially if the Park closure continues; and

WHEREAS, the State of Tennessee, along with the State of North Carolina, Sevier County, Blount County, Sevierville, Pigeon Forge, Gatlinburg, and Cherokee have been in conversation with the Department of Interior concerning keeping the Park open in the event of the closure of the Park due to the inability of Congress to approve spending for the next fiscal year, with the estimated costs associated therein in the amount of Five Hundred Twenty-Five Thousand Dollars (\$525,000.00) every seven (7) days to be paid from funds collectively made available from the State of Tennessee, State of North Carolina, Sevier County, Blount County, Sevierville, Pigeon Forge, Gatlinburg, the EBCI; and

WHEREAS, the Department of Interior is agreeable to the re-opening of the Park for seven (7) day increments on the agreement that it will be paid the estimated cost of Five Hundred Twenty-Five Thousand Dollars (\$525,000.00) for each seven (7) day period; and

WHEREAS, the State has agreed to provide a grant to Sevier County in the sum of Two Hundred Fifty-One Thousand Eight Hundred Sixty Dollars (\$251,860.00), upon agreement of Sevier County to be responsible for Forty-Two Thousand Thirty-Five Dollars (\$42,035.00), Blount County to be responsible for Forty-Two Thousand Thirty-Five Dollars (\$42,035.00), Sevierville to be responsible for Twenty-One Thousand Seventeen Dollars and Fifty Cents (\$21,017.50), Pigeon Forge to be responsible for Twenty-One Thousand Seventeen Dollars and Fifty Cents (\$21,017.50), and Gatlinburg to be responsible for Twenty-One Thousand Seventeen Dollars and Fifty Cents (\$21,017.50), and EBCI to be responsible for Twenty-One Thousand Seventeen Dollars and Fifty Cents (\$21,017.50) to fund the estimated costs associated to keep the Park open for seven (7) day increments as set forth herein; and

WHEREAS, North Carolina has agreed to pay One Hundred and Five Thousand Dollars (\$105,000.00) to the Department of Interior under a separate agreement to fund the remaining estimated costs associated keep the Park open for seven (7) day increments as set forth herein; and

WHEREAS; Sevier County is willing and able to collect the sums set forth hereinabove from the State of Tennessee, Blount County, Sevierville, Pigeon Forge, Gatlinburg, and the EBCI and to advance the Four Hundred Twenty Thousand Dollars (\$420,000.00), which is the total amount needed to keep the park open seven (7) days in addition to the One Hundred and Five Thousand (\$105,000.00) from the State of North Carolina, to the Department of Interior in order to keep the Park open for the seven (7) day increments as set forth herein, with the specific understanding and agreement that the State of Tennessee will repay Two Hundred Fifty-One Thousand Eight Hundred Sixty Dollars (\$251,860.00) as a grant to Sevier County, and that Blount County will pay Forty-Two Thousand Thirty-Five Dollars (\$42,035.00) to Sevier County, Sevierville will pay Twenty-One Thousand Seventeen Dollars and Fifty Cents (\$21,017.50) to Sevier County, Pigeon Forge will pay Twenty-One Thousand Seventeen Dollars and Fifty Cents (\$21,017.50) to Sevier County, Gatlinburg will pay Twenty-One Thousand Seventeen Dollars and Fifty Cents (\$21,017.50) to Sevier County, and the EBCI will pay Twenty-One Thousand Seventeen Dollars and Fifty Cents (\$21,017.50) as each of their share of funding for keeping the Park open for increments of seven (7) days listed herein; and

WHEREAS, it is materially beneficial to the State of Tennessee, Sevier County, Blount

County, Sevierville, Pigeon Forge, Gatlinburg, and EBCI that the Park stays open and available as set forth herein during this particular period of time, it being at the height of the tourist season in this area.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements contained herein, it is agreed by and between Sevier County, Blount County, Sevierville, Pigeon Forge, Gatlinburg, and EBCI as follows:

1. The above recitals are true and correct, form a material part of this Agreement and are incorporated herein by this reference.

2. Sevier County agrees to advance the sum of Four Hundred Twenty Thousand Dollars (\$420,000.00) to the Department of Interior to cover the estimated costs for keeping the Park open in successive seven (7) day increments beginning 12:00 AM Tuesday October 3, 2023, through 11:59 PM Monday October 9, 2023, and, if necessary continuing at 12:00 AM on Tuesday October 10, 2023 through Monday October 16, 2023, and so forth, as necessary, it being the agreement between (a) Sevier County and the State of Tennessee that the State of Tennessee will re-pay Sevier County the sum of Two Hundred Fifty-One Thousand Eight Hundred Sixty Dollars (\$251,860.00) as the State's grant toward the estimated costs for keeping the Park open for seven (7) day increments as set forth herein; and (b) State of Tennessee, Sevier County and the State of North Carolina agree that the State of North Carolina will pay Department of Interior the sum of One Hundred and Five Thousand Dollars (\$105,000.00) as the State of North Carolina's share of its financial responsibility toward the estimated costs for keeping the Park open for seven (7) day increments as set forth herein.

3. Blount County agrees to pay and shall pay Sevier County the sum of Forty-Two Thousand Thirty-Five Dollars (\$42,035.00) as its financial responsibility for keeping the Park open for seven (7) day increments as set forth herein.

4. Sevierville agrees to pay and shall pay Sevier County the sum of Twenty-One Thousand Seventeen Dollars and Fifty Cents (\$21,017.50) as its financial responsibility for keeping the Park open for seven (7) day increments as set forth herein.

5. Pigeon Forge agrees to pay and shall pay Sevier County the sum of Twenty-One Thousand Seventeen Dollars and Fifty Cents (\$21,017.50) as its financial responsibility for keeping the Park open for seven (7) day increments as set forth herein.

6. Gatlinburg agrees to pay and shall pay Sevier County the sum of Twenty-One Thousand Seventeen Dollars and Fifty Cents (\$21,017.50) as its financial responsibility for keeping the Park open for seven (7) day increments as set forth herein.

7. EBCI agrees to pay and shall pay Sevier County the sum of Twenty-One Thousand Seventeen Dollars and Fifty Cents (\$21,017.50) as its financial responsibility for keeping the Park open for seven (7) day increments as set forth herein.

7. Each of Blount County, Sevierville, Pigeon Forge, Gatlinburg, and EBCI understand that Sevier County shall pay and will be responsible for Forty-Two Thousand Thirty-Five Dollars (\$42,035.00) toward the estimated costs for keeping the Park open for seven (7) day increments as set forth herein.

8. All of the financial obligations of Sevier County, Blount County, Sevierville, Pigeon Forge, Gatlinburg, and EBCI are conditioned upon the Department of the Interior keeping the Park open for seven (7) day increments from October 3, 2023, through October 9, 2023, and every seven days as deemed necessary by the entities of Sevier County, Blount County, Sevierville, Pigeon Forge, Gatlinburg, and EBCI thereafter upon the payment of Five Hundred Twenty-Five Thousand Dollars (\$525,000.00) for each seven (7) day period, and serving the public, including tourists and local citizens alike; as they were served before the closure of the Park by the Department of Interior on October 1, 2023.

9. This Agreement contains the entire agreement between the parties hereto with respect to the transactions contemplated by this Agreement and supersedes all prior written or unwritten arrangements or understandings with respect thereto. All parties represent that they are not relying on any representation, statement, or action by any other party except as expressly stated herein. The descriptive headings of this Agreement are for convenience only. This Assignment may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument. This Agreement may not be modified, amended, or revoked, except in a writing signed by all parties. This provision may not be orally waived.

[Signatures Next Page]

IN WITNESS WHEREOF, Sevier County, Blount County, Sevierville, Pigeon Forge, Gatlinburg, and EBCI have executed duplicate counterparts of this Agreement, each of which shall be deemed an original, as of the 30th day of September, 2023.

SEVIER COUNTY, TENNESSEE

By: Larry Waters
Larry Waters, Mayor

Approved as to form:

BLOUNT COUNTY, TENNESSEE

By: _____
Ed Mitchell, Mayor

Approved as to form:

SEVIERVILLE, TENNESSEE

By: _____
Robert Fox, Mayor

Approved as to form:

PIGEON FORGE, TENNESSEE

By: _____
David Wear, Mayor

Approved as to form:

GATLINBURG, TENNESSEE

By: _____
Mike Werner, Mayor

Approved as to form:

EASTERN BAND OF CHEROKEE INDIANS

By: _____
Michell Hicks, Chief

Approved as to form:
