

JOHNSON COUNTY BOARD OF COMMISSIONERS

222 West Main Street
Mountain City, Tennessee 37683
423.727.9696



PUBLIC NOTICE

JOHNSON COUNTY COMMISSION
WILL MEET
THURSDAY, AUGUST 20, 2026
AT 7:00 P.M.

THE MEETINGS WILL BE HELD IN THE
UPPER COURTOOM
OF THE
JOHNSON COUNTY COURTHOUSE
222 WEST MAIN STREET
MOUNTAIN CITY, TENNESSEE.

JOHNSON COUNTY BOARD OF COMMISSIONERS
222 West Main Street
Mountain City, Tennessee 37683
423.727.9696

Johnson County Government

Larry Potter, County Mayor
222 West Main Street
Mountain City, TN 37683



Thursday, August 20, 2026

To: Commissioners of Johnson County, Tennessee

Eugene Campbell, Lester Dunn, Jerry Gentry, Tracy Greer, Jerry Grindstaff, Huey Long, James Lowe, Megan McEwen, Gina Meade, Kody Norris, Cody Osborne, Freddy Phipps, Tommy Poore, Brian Taylor and Rick Wallace.

JOHNSON COUNTY COMMISSION WILL MEET THURSDAY, AUGUST 20, 2026, at 7:00 PM. THE MEETING WILL BE HELD IN THE UPPER COURTROOM AT THE JOHNSON COUNTY COURTHOUSE LOCATED AT 222 WEST MAIN STREET IN MOUNTAIN CITY, TN.

AGENDA:

1. Opening Prayer
2. Pledge of Allegiance
3. Roll Call
4. Call to Order
5. Public Comments
6. Acceptance of July Minutes
7. Committee Reports
8. Approve Notaries
9. Any other actionable items as recommended by the budget committee.
10. Transfer the ownership of the cargo trailer to the Helping Others, Food Insecurity Grant. -Russell Robinson
11. Approval of the bid to remodel the Johnson County Recycling Lot. -Russell Robinson
12. Approve the transfer of ownership of 2027 Kenworth trash truck valued at \$241,432.00 to Johnson County Schools. -Russell Robinson
13. Approve the interlocal government agreement between Johnson County, TN and Johnson County Schools for the maintenance and operation of the Cpl. William C. Mosier building. -Russell Robinson
14. Approve the interlocal government agreement between Johnson County, TN and Johnson County Schools for the maintenance and operation of the Johnson County Meat Process facility. -Russell Robinson

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15. Approval to move forward with the auction of the Kellogg Building. - Ryan Carroll
16. Presentation and Approval to Write Off Three Outstanding Uncashed Checks from Prior Fiscal Years-Tammie Fenner
17. Consideration and Approval of the Appointments of Karin Bell and Scotty Blevins to the Johnson County Library Board-Mayor Larry Potter
18. Any other matters which may duly come before the commission for official action.

BE REMEMBERED that a Regular Session of the County Board of Commissioners of Johnson County was held in the Town of Mountain City, Tennessee, this the 16th day of July 2026 at 7:00 P.M., presiding Chairman of the County Commission, Freddy Phipps, Clifton Worley, Sheriff, Tammie C. Fenner, County Clerk and a quorum of County Commissioners to wit: Eugene Campbell, Lester Dunn, Jerry Gentry, Jerry Grindstaff, Huey Long, Jimmy Lowe, Megan McEwen, Gina Meade, Freddy Phipps, Cody Osborne, Tommy Poore, Brian Taylor & Rick Wallace. (Absent – Lester Dunn & Tracey Greer).

A Report was given from Long Term Recovery.

APPROVE THE JUNE 2026 MINUTES

Motion was made by Jerry Gentry, seconded by Rick Wallace to approve the June 2026 Minutes.

Upon Show of Hands Vote, all yes, (Motion Carried).

APPROVE ALL QUARTERLY REPORTS AND COMMITTEE REPORTS

Motion was made by Kody Norris, seconded by Cody Osborne to approve these presented Reports.

Upon Show of Hands Vote, all yes, (Motion Carried).

Accounts & Budgets – Report filed
Airport Advisory - Report filed
Community Center - Report filed
Emergency Management – Report filed
Health Department – Report filed
Title VI – Report filed
Highway Department - Report filed
Library - Report filed
Safety Department - Report filed
School System - Report filed
Senior Center - Report filed
Sheriff's Department - Report filed
Tourism – Report filed
Trustee - Report filed
Veteran's Affairs - Report filed

APPROVE NOTARY APPLICATION (JESSICA STANLEY)

Motion was made by Cody Osborne, seconded by Tommy Poore to approve this Notary

**APPROVE HURRICANE HELENE SOLID WASTE, RECYCLING, AND DEBRIS
MANAGEMENT GRANT RESOLUTION FOR \$257,000.00**

Motion was made by Jimmy Lowe, seconded Eugene Campbell to approve this Hurricane Helene Solid Waste Grant Resolution. Upon Roll Call Vote, all yes, (Motion Carried).

**APPROVE COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER
RECOVERY CDBG-DR – SUBMIT 2 APPLICATIONS IN THE AMOUNT OF \$4000.00
EACH**

Motion was made by Huey Long, seconded by Jerry Gentry to approve this Community Development Block Grant. Upon Roll Call Vote, all yes, (Motion Carried)

EAA CORP AT OLD BIKE BUILDING – UPDATE BY COUNTY MAYOR

**APPROVE THE BID TO REPAVE/RESURFACE WILLIAM C. MOSIER MEMORIAL
BUILDING PARKING LOT WITH MAYMEAD \$53,345.50 USING GRANT FUNDS**

Motion was made by Jimmy Lowe, seconded by Cody Osborne to approve this bid. Upon Roll Call Vote, all yes, (Motion Carried).

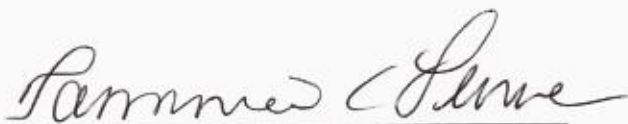
RECOGNITION OF 2026 VOLUNTEER FIRE FIGHTER EQUIPMENT & TRAINING (VFEAT) AND RESCUE SQUAD GRANT AWARDS TO JOHNSON COUNTY FIRE DEPARTMENTS & EMERGENCY MEDICAL SERVICES, TOTALING \$369,514.20.

COUNTY MAYOR UPDATED THAT THE MEAT PROCESSING & COSMOTOLOGY WILL OPEN WITH THE BEGINNING OF THE SCHOOL YEAR.

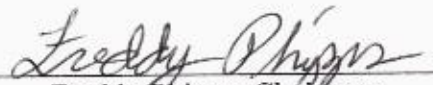
COUNTY MAYOR ALSO UPDATED THAT THE GROUNDBREAKING FOR THE SHOOTING COMPLEX AT DOE MOUNTAIN WOULD BE AUGUST 4TH.

AJOURN

Motion was made by Cody Osborne, seconded by Jimmy Lowe to adjourn this meeting. Upon Show of Hands Vote, all yes, (Motion Carried).



Tammie C. Fenner, County Clerk



Freddy Phipps, Chairman
Johnson County Commission

**INTERLOCAL AGREEMENT REGARDING
MAINTENANCE OF
MEAT PROCESSING FACILITY**

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2026, by, among, and for the benefit of JOHNSON COUNTY, TENNESSEE, (hereinafter collectively referred to as the “County”), acting by and through the Johnson County Commission, and the JOHNSON COUNTY SCHOOLS (hereinafter referred to as “JCS”), acting by and through Johnson County Board of Education.

WHEREAS, the County owns and operates property located at 694 Pedro Shoun Lane, Mountain City, Tennessee 37683 (the “Property”), at which a meat processing facility (the “Building”) is located;

WHEREAS, JCS wishes to use a portion of the building for instructional purposes, consistent with the laws of the State of Tennessee;

WHEREAS, the Parties, through their respective governing bodies, find that it is in the best interest of both Parties and the public to jointly maintain and operate the Property and the Building and to share the costs of doing so fairly;

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party;

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both Parties, that the undertaking will benefit the public, and the division of costs fairly compensates the performing party for the services or functions under this agreement;

WHEREAS, the Parties, by and through this Agreement, seek to set forth fully the purposes, powers, rights, objectives, and responsibilities of the Parties with respect to joint maintenance and operation of the Property and Building;

WHEREAS, both Parties individually are authorized by law to perform the services referenced herein and incidental thereto;

NOW, THEREFORE, pursuant to Tenn. Code Ann. § 12-9-108, for and in consideration of the foregoing and the mutual covenants contained herein, the Parties agree as follows:

1. Purpose.

The County and JCS shall share in the costs and expenses of the maintenance and operation of the Property and Building as set out herein. Except as set out herein, the respective powers, rights, objectives, and responsibilities of the Parties are otherwise unaffected.

2. County Responsibilities

With respect to the Property and Building, the County shall be responsible for the following:

- a. Utilities—including, but not limited to, heating, HVAC, electricity, wastewater—except for utilities made the responsibility of JCS herein;
- b. Any and all contracted work on the Property or Building;
- c. Maintaining insurance with regard to the Property and Building insuring against such risks, and such amounts as are customary for lessees of property of a character, with policy limits of no less than the full extent of the limits of liability set forth in the GTLA for governmental entities, listing JCS as an additional insured.

3. JCS Responsibilities

With respect to the Property and Building, JCS shall be responsible for the following:

- a. General groundskeeping, including mowing;
- b. General custodial upkeep and maintenance;
- c. Phone, internet, and security services;
- d. Provide the County with a statement of costs for custodial services pursuant to this Agreement for each year in which this Agreement is in effect.

4. Parties' Joint Responsibilities

- a. The Parties will keep each other informed in a timely manner with respect to any issue related to the Property or the Building that could affect the other Party.
- b. The Parties will maintain and share up-to-date personnel contact lists for routine and emergency communications between each other.

5. Personnel

The employees of JCS and the County are solely the officers, agents, or employees of the entity that hired or hires them. Except as otherwise set out herein, each Party shall assume any and all liability for the payment of salaries, wages, or other compensation due or claimed due, including workers' compensation claims of each Party's employees. Neither JCS nor the County shall be liable for compensation or indemnity to the other party's employee for injury or sickness arising out of his or her employment.

6. Term

- a. This Agreement shall remain in effect for an initial period beginning on the date set forth above, and ending as of June 30, 2027. This Agreement shall automatically renew for successive one-year terms thereafter, from July 1 to June 30; provided, however, either party shall

have the right to terminate this Agreement in accordance with the requirements and subject to the conditions set forth in Sections 7 and/or 8, as applicable.

b. Termination of this Agreement shall not relieve a Party from an obligation to reimburse the other Party for funds owed as of the date of the termination.

7. Termination of Agreement—For Convenience

a. Either party may terminate its participation under this Agreement in its discretion and for its convenience upon no less than one hundred eighty (180) days' prior written notice to the other party.

8. Termination of Agreement—For Cause

Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. In the event of any actual or suspected material breach, the non-breaching party shall provide written notice of the breach, and the breaching party shall have thirty (30) days from the date of the notice to cure the breach. Should the breach not be cured within that period, the non-breaching party shall have the option of terminating this Agreement.

9. Liability

Both parties acknowledge that, as governmental entities, each party is covered by the Tennessee Governmental Tort Liability Act (GTLA), T.C.A. §§ 29-20-101 et seq. As to any injury suffered by the other party, each party accepts responsibility for the acts or omissions of its own employees, officials, and agents, whether or not those acts or omissions are the result of intentional, knowing, reckless, or negligent conduct, to the extent that any such act or omission injured the other party and to the full extent of the limits of liability set forth in the GTLA for governmental entities. Neither party nor their employees shall be considered to be agents of the other party. Nothing herein waives or limits sovereign immunity under Tennessee law, including, but not limited to, the GTLA.

10. Compliance with Laws, Codes, and Ordinances

The Parties agree to comply with any and all applicable federal, state, and local laws and regulations, including, without limitation, those pertaining to public records, personal health information, and law enforcement investigations.

11. Maintenance of Records.

The books, records, and documents of the Parties, insofar as they relate to work performed or money received under this Agreement, shall be maintained for a period of no less than three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the other Party or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.

12. No Partnership or Joint Venture

This Agreement is intended to set forth fully the purposes, powers, rights, objectives, and responsibilities of the County and JCS with respect to the maintenance and operation of the Property and Building. Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create any other legal relationship between the parties. Nor shall this Agreement be construed or intended to create a local government joint venture entity. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.

13. No Intended Third-Party Beneficiaries

Nothing herein is intended nor shall be construed in any way to vest any person other than the County and JCS with any contractual or other rights. The County and JCS have the exclusive right to bring suit to enforce this Agreement, and no other person may bring suit, as a third-party beneficiary or otherwise, to enforce this Agreement.

14. Assignment

Neither party may assign any right or obligation arising under this Agreement without the prior written consent of the other party.

15. Notices

All notices relating to this Agreement shall be sent in writing to the addresses set forth below. Such notices will be deemed received at such address upon the earlier of (i) actual receipt or (ii) delivery in person, by overnight delivery, or by certified mail return receipt requested.

Notices to the County shall be sent to:

Johnson County, Tennessee
County Mayor
222 West Main Street
Mountain City, Tennessee 37683

Notices to JCS shall be sent to:

Johnson County Schools
Director of Schools
211 North Church Street
Mountain City, TN 37683

16. Waiver

No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

17. Force Majeure

With the exception of the making of any payments required herein, neither party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of war, order of the federal or state government, act of nature, or other unavoidable causes not attributed to fault or negligence of the other party.

18. Binding Agreement; Survival of Terms

Notwithstanding the termination of this Agreement, the parties shall continue to be liable for their share of costs as provided herein or any other liabilities incurred prior to the effective date of termination of this Agreement. These liabilities shall survive termination or expiration of this Agreement in whole or in part and shall remain a binding obligation of each party until paid in full. All costs owed by a party to the other party shall be immediately due and payable within thirty (30) days of the termination of this Agreement.

19. Governing Law; Venue

a. The validity, construction, and effect of this Agreement and any extension thereof and/or modifications thereto shall be governed by the laws of the State of Tennessee.

b. Any action between the parties arising from this Agreement shall be maintained in the courts of Johnson County, Tennessee.

20. Entire Agreement; Modification

This Agreement constitutes the entire agreement between the County and JCS, with respect to this subject matter hereof, and shall govern the Parties' respective duties and obligations. No supplement, modification, or amendment to this Agreement shall be binding unless evidenced by a writing signed by the party against whom it is sought to be enforced.

21. Severability

Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision shall be severed from the rest of the Agreement, and such decision shall have no effect on the validity of the remaining provisions of this Agreement.

22. Authority

By executing this Agreement, the Parties warrant that their respective representatives signing below has been duly authorized by any necessary action of their respective governing bodies to enter into and execute this Agreement, and that this Agreement represents a legal, valid, and binding obligation of each party, enforceable upon each party in accordance with its terms and by application of equitable principles if equitable remedies are sought, except as enforceability may be limited by the U.S. Bankruptcy Code.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement as of the day and year written above.

JOHNSON COUNTY, TENNESSEE

JOHNSON COUNTY SCHOOLS

Larry Potter, County Mayor

Mischelle Simcox, Director of Schools

**INTERLOCAL AGREEMENT REGARDING
MAINTENANCE OF
WILLIAM C MOSIER MEMORIAL BUILDING**

THIS AGREEMENT is made and entered into as of the _____ day of _____ 2026, by, among, and for the benefit of JOHNSON COUNTY, TENNESSEE, (hereinafter collectively referred to as the “County”), acting by and through the Johnson County Commission, and the JOHNSON COUNTY SCHOOLS (hereinafter referred to as “JCS”), acting by and through Johnson County Board of Education.

WHEREAS, the County and JCS jointly own property located at 1923 South Shady Street, Mountain City, Tennessee 37683 (the “Property”), at which the William C Mosier Memorial Building, also known as the Old Armory Building (the “Building”) is located;

WHEREAS, the County and JCS each occupy portions of the Building and jointly occupy other portions of the Building, consistent with the laws of the State of Tennessee;

WHEREAS, the Parties, through their respective governing bodies, find that it is in the best interest of both Parties and the public to jointly maintain and operate the Property and the Building and to share the costs of doing so fairly;

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party;

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both Parties, that the undertaking will benefit the public, and the division of costs fairly compensates the performing party for the services or functions under this agreement;

WHEREAS, the Parties, by and through this Agreement, seek to set forth fully the purposes, powers, rights, objectives, and responsibilities of the Parties with respect to joint maintenance and operation of the Property and Building;

WHEREAS, both Parties individually are authorized by law to perform the services referenced herein and incidental thereto;

NOW, THEREFORE, pursuant to Tenn. Code Ann. § 12-9-108, for and in consideration of the foregoing and the mutual covenants contained herein, the Parties agree as follows:

1. Purpose.

The County and JCS shall share in the costs and expenses of the maintenance and operation of the Property and Building as set out herein. Except as set out herein, the respective powers, rights, objectives, and responsibilities of the Parties are otherwise unaffected.

2. County Responsibilities

With respect to the Property and Building, the County shall be responsible for the following:

- a. Utilities, including, but not limited to, heating, HVAC, electricity, water, sewer;
- b. Reimbursing JCS for one-half of the costs for custodial supplies expended by JCS pursuant to custodial services for the Building;
- c. Maintaining insurance with regard to the Property and Building insuring against such risks, and such amounts as are customary for lessees of property of a character, with policy limits of no less than the full extent of the limits of liability set forth in the GTLA for governmental entities, listing JCS as an additional insured.

3. JCS Responsibilities

With respect to the Property and Building, JCS shall be responsible for the following:

- a. General groundskeeping, including mowing;
- b. General custodial upkeep and maintenance;
- c. Paying a prorated portion of building insurance to the County equal to _____ percent of premiums paid by the County.

4. Parties' Joint Responsibilities

- a. The Parties will keep each other informed in a timely manner with respect to any issue related to the Property or the Building that could affect the other Party.
- b. The Parties will maintain and share up-to-date personnel contact lists for routine and emergency communications between each other.
- c. Each Party shall bear its own costs for phone, security, and internet services.
- d. The Parties shall bear their own expenses for contracted work—including, but not limited to, heat, HVAC, electrical—on the parts of the building that each party respectively occupies. With respect to contracted work in common areas or jointly occupied areas, the Parties shall evenly split the costs of such work.
- e. The Parties shall jointly share the costs of any maintenance on and/or replacement of the roof on the Building.
- f. Each Party shall bear their own respective costs for contents insurance coverage
- g. Each Party shall submit a statement of costs to the other Party when reimbursement is required under this Agreement for each year in which this Agreement is in effect.
- h. Each Party shall evenly share the net proceeds of rental, facilities use, or similar funds when a third party uses jointly occupied spaces or common areas of the Property or the Building. Each Party shall enforce JCS's Facilities Use Rules when a third party uses any portion of the Property or the Building, including, but not limited to, the prohibition on alcoholic beverages.

5. Personnel

The employees of JCS and the County are solely the officers, agents, or employees of the entity that hired or hires them. Except as otherwise set out herein, each Party shall assume any and all liability for the payment of salaries, wages, or other compensation due or claimed due, including workers' compensation claims of each Party's employees. Neither JCS nor the County shall be liable for compensation or indemnity to the other party's employee for injury or sickness arising out of his or her employment.

6. Term

a. This Agreement shall remain in effect for an initial period beginning on the date set forth above, and ending as of June 30, 2027. This Agreement shall automatically renew for successive one-year terms thereafter, from July 1 to June 30; provided, however, either party shall have the right to terminate this Agreement in accordance with the requirements and subject to the conditions set forth in Sections 7 and/or 8, as applicable.

b. Termination of this Agreement shall not relieve a Party from an obligation to reimburse the other Party for funds owed as of the date of the termination.

c. In the event this Agreement is terminated and the Parties continue to jointly own the Property and Building, the Parties shall negotiate a new agreement in good faith as soon as practicable.

7. Termination of Agreement—For Convenience

a. Either party may terminate its participation under this Agreement in its discretion and for its convenience upon no less than one hundred eighty (180) days' prior written notice to the other party.

8. Termination of Agreement—For Cause

Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. In the event of any actual or suspected material breach, the non-breaching party shall provide written notice of the breach, and the breaching party shall have thirty (30) days from the date of the notice to cure the breach. Should the breach not be cured within that period, the non-breaching party shall have the option of terminating this Agreement.

9. Liability

Both parties acknowledge that, as governmental entities, each party is covered by the Tennessee Governmental Tort Liability Act (GTLA), T.C.A. §§ 29-20-101, et seq. As to any injury suffered by the other party, each party accepts responsibility for the acts or omissions of its own employees, officials, and agents, whether or not those acts or omissions are the result of intentional, knowing, reckless, or negligent conduct, to the extent that any such act or omission injured the other party and to the full extent of the limits of liability set forth in the GTLA for governmental entities. Neither party nor their employees shall be considered to be agents of the other party.

Nothing herein waives or limits sovereign immunity under Tennessee law, including, but not limited to, the GTLA.

10. Compliance with Laws, Codes, and Ordinances

The Parties agree to comply with any and all applicable federal, state, and local laws and regulations, including, without limitation, those pertaining to public records, personal health information, and law enforcement investigations.

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Mountain City, Tennessee 37683

Notices to JCS shall be sent to:

Johnson County Schools
Director of Schools
211 North Church Street
Mountain City, TN 37683

16. Waiver

No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

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a. The validity, construction, and effect of this Agreement and any extension thereof and/or modifications thereto shall be governed by the laws of the State of Tennessee.

b. Any action between the parties arising from this Agreement shall be maintained in the courts of Johnson County, Tennessee.

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supplement, modification, or amendment to this Agreement shall be binding unless evidenced by a writing signed by the party against whom it is sought to be enforced.

21. Severability

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22. Authority

By executing this Agreement, the Parties warrant that their respective representatives signing below has been duly authorized by any necessary action of their respective governing bodies to enter into and execute this Agreement, and that this Agreement represents a legal, valid, and binding obligation of each party, enforceable upon each party in accordance with its terms and by application of equitable principles if equitable remedies are sought, except as enforceability may be limited by the U.S. Bankruptcy Code.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement as of the day and year written above.

JOHNSON COUNTY, TENNESSEE

JOHNSON COUNTY SCHOOLS

Larry Potter, County Mayor

Mischelle Simcox, Director of Schools