

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TENNESSEE VALLEY AUTHORITY
AND
MARSHALL COUNTY KENTUCKY**

I. BACKGROUND

The Tennessee Valley Authority ("TVA") owns, in the name of the United States, certain reservoir property located on or near Sledd Creek (the "Property"), in Marshall County, Kentucky. The current uses of the Property include, among other things, boat access and overnight camping. For the reasons discussed below, TVA will be prohibiting camping at the Property and is requesting the government of Marshall County (the "County") to assist in enforcing this restriction.

II. PURPOSE

This Memorandum of Understanding ("MOU") is entered into by County and TVA (individually a "Party" and collectively "Parties"). Its purpose is to set forth the manner in which the County will assist in monitoring the Property and prohibiting overnight camping.

III. TERMS

A. Patrolling the Property

The County will patrol the Property at least as frequently as it patrols similar properties within the County's jurisdiction, including night patrols. If County employees locate any individual camping on the Property, the County employee shall inform said individual that 1) camping is not permitted on the Property, 2) that the individual must leave immediately and 3) continuing to stay after the warning will be considered trespass.

The County shall notify TVA of the name and identity of any such individuals who were found to be camping on the Property. This notice may be done via a [weekly/monthly] summary sent to TVA. This information may be used for, among other purposes, identifying trends at the Property that could inform decisions on whether to take additional protective measures or to file complaints against individuals who continue to camp despite warnings that doing so is prohibited.

B. Abandoned Property

The County will notify TVA of any abandoned property at the location.

TVA will follow its standard procedures with regard to said property. If TVA decides to remove the property, it will do so at its own cost unless otherwise agreed with the County.

If County law enforcement officers make an arrest on the Campground, then any property of the arrestee, including vehicles, shall be impounded or otherwise dealt with in accordance with the County's normal operating procedures. The County shall bear the costs of any such action.

C. Signage

TVA will install and maintain signs in prominent locations at the Property informing the public that camping is prohibited and that camping on the Property will be considered as a trespass. The County will notify TVA if the signs are missing or have been damaged so that the warning is no longer legible.

D. Notice

Required notices under this MOU shall be in writing and may be served in electronic form by being sent to the following point of contacts ("POC").

	Marshall County	TVA
Name		
Title		
Address		
Email		
Telephone(s)		

Each party shall promptly notify the other if the party's POC changes.

E. Costs

Except as otherwise provided in this MOU, TVA and the County agree that they shall be individually responsible for their own costs, including, but not limited to, salaries, expenses, or other costs incurred under or in association with this MOU.

F. Liability

Neither TVA nor the County will be liable in any way for actions committed by agents or employees of the other party to this MOU.

G. Dispute Resolution

In the event that a dispute arises concerning this MOU, TVA and the County agree to make good faith efforts to resolve it. If the dispute cannot be resolved through such negotiations, the parties to this MOU agree that federal law will control this MOU or, in the absence of controlling federal law, then the laws of the State of Kentucky shall apply, except for any choice of law provisions. Any litigation shall be brought in the United States District Court for the Western District of Kentucky.

H. Duration

This MOU will be effective as of the last signature date set out below, and shall continue for a period of three (3) years. Either party may terminate this MOU with sixty (60) days written notice.

I. Amendment and Termination

This MOU may be modified or amended by written agreement of the Parties and may be terminated by mutual agreement of the Parties or by either Party upon 30 days' written notice to the other.

J. Assignment

This MOA may not be assigned without the prior, written consent of the other Party.

K. Approval

The Parties have entered into this MOU as evidenced by the below signatures.

TENNESSEE VALLEY AUTHORITY

By: _____

Print Name: _____

Title: _____

Date: _____

MARSHALL COUNTY, KENTUCKY

By: _____

Print Name: _____

Title: _____

Date: _____