

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF SPRING HILL, TENNESSEE AND THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF SPRING HILL, TENNESSEE RELATED TO THE CITY'S ONGOING ADMINISTRATIVE AND TECHNICAL ASSISTANCE TO THE BOARD

This Interlocal Cooperation Agreement (the "Agreement") is made and entered into this ____ day of _____, 2026, between City of Spring Hill, Tennessee (the "City") and the Industrial Development Board of the City of Spring Hill, Tennessee (the "Board") relating to the City's provision of ongoing administrative and technical assistance to the Board to enable the Board to perform its duties effectively.

RECITALS

WHEREAS, the Industrial Development Board of the City of Spring Hill, Tennessee is the industrial development corporation of the City of Spring Hill, Tennessee and is duly incorporated pursuant to Tenn. Code Ann. §§ 7-53-301 *et seq.*; and

WHEREAS, pursuant to Tenn. Code Ann. §§ 7-53-101 *et seq.* (the "Act"), a purpose of the Board is to promote economic development and to provide additional job opportunities in the City of Spring Hill and the surrounding area and to pursue the statutory objectives for industrial development corporations authorized under the Act; and

WHEREAS, as the Board is providing a public service in undertaking the statutory objectives for industrial development corporations authorized under the Act, the City and the Board are entering into an interlocal agreement under which the City will agree pursuant to applicable law to provide staffing support to the Board; and

WHEREAS, the parties are authorized to enter into the subject agreement pursuant to the Interlocal Cooperation Act ("ICA"), codified at §§ 12-9-101 *et seq.*, Tennessee Code Annotated; and

WHEREAS, the ICA has as its purpose to permit local government units the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to form of government organization that will accord best with economic and other factors influencing the needs and development of local communities.

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises made herein and other good and valuable consideration, and pursuant to the authority granted them by the Constitution of the State of Tennessee, general state law, and any applicable ordinance, the parties agree as follows.

1. The City will, as the Board may require, provide administrative and technical services related to performance of the Board's duties. Specifically, the City shall provide ongoing services as outlined in the attached Exhibit A.

2. The City and the Board, through duly authorized employees and representatives, shall consult and cooperate with each other in all respects to coordinate the administration.
3. Pursuant to Tenn. Code Ann. § 12-9-104(d), the City and the Board hereby appoint the City Administrator or his designee as the chief administrator of this Agreement's cooperative undertaking.
4. This Agreement shall remain in full force and effect for the maximum period allowed by law and shall only be terminated earlier upon the mutual agreement of the parties hereto.

(Signatures on the following page)

IN WITNESS WHEREOF, the undersigned have caused this Interlocal Agreement to be executed by their duly authorized representatives.

BOARD:

THE INDUSTRIAL DEVELOPMENT BOARD
OF THE CITY OF SPRING HILL, TENNESSEE

By: _____
Chairman

ATTEST:

By: _____
Secretary

CITY:

CITY OF SPRING HILL, TENNESSEE

By: _____

Title: _____

APPROVED AS TO LEGAL FORM:

By: _____
City Attorney

EXHIBIT A
Role & Scope of Services

1. Financial Administration & Oversight
 - a. Maintain Board accounting records (often within the city's financial system)
 - b. Track revenues, expenses, assets, and liabilities
 - c. Ensure proper segregation of Board funds from general municipal funds
 - d. Reconcile bank accounts and investment accounts
 - e. Prepare monthly and annual financial statements for the Board
 - f. Provide complete accounts payable and accounts receivable services
2. Budgeting & Financial Reporting
 - a. Assist in preparing the Board's annual budget
 - b. Provide budget-to-actual reports for Board meetings
 - c. Present financial summaries and explanations to the Board
3. Bond & Debt Management Support
 - a. Track bond proceeds and restricted funds
 - b. Coordinate bond payments and debt service schedules
 - c. Work with bond counsel, trustees, and underwriters
 - d. Ensure compliance with bond covenants
 - e. Maintain records required for post-issuance compliance
4. Economic Development Tools - Financial Tracking
 - a. Calculate PILOT payments and monitor compliance
 - b. Track incentive agreements and abatements
 - c. Coordinate collections and distributions to taxing jurisdictions
 - d. Provide financial data for compliance reviews and audits
5. Audit & Compliance Coordination
 - a. Coordinate annual audits
 - b. Ensure compliance with:
 - i. GAAP
 - ii. State of Tennessee reporting requirements
 - iii. IRS requirements (especially for tax-exempt bonds)

6. Administrative & Board Support

- a. Provide adequate meeting space for Board meetings
- b. Coordinate regular and special called meetings
- c. Develop meeting agendas in consultation with the Board Chairman
- d. Publish required notices for Board meetings
- e. Assist with drafting meeting minutes
- f. Act as recordkeeper for Board records
- g. Provide financial input for Board resolutions
- h. Support agenda items related to City functions and services provided under this Agreement
- i. Assist with public transparency requirements related to finances
- j. Respond to public records requests
- k. File annual reports with the Tennessee Secretary of State
- l. Provide procurement assistance as needed

7. Advisory Role (Non-Policy)

- a. Advise the Board on financial risks and impacts
- b. Explain accounting, tax, and debt implications of projects
- c. Flag compliance or fiscal concerns