

RESOLUTION NO.: 2016-26

A RESOLUTION AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE HAMILTON COUNTY DEPARTMENT OF EDUCATION FOR THE PURPOSE OF AUTHORIZING THE TOWN OF SIGNAL MOUNTAIN TO USE CERTAIN PROPERTY OWNED BY THE HAMILTON COUNTY DEPARTMENT OF EDUCATION.

WHEREAS, the Town of Signal Mountain, Tennessee, is a municipal corporation of the State of Tennessee; and

WHEREAS, the Hamilton County Department of Education is a political subdivision of the State of Tennessee; and

WHEREAS, pursuant to Tennessee Code Annotated §12-9-104 these governmental agencies have the power to enter into a joint powers agreement with one or more other public agencies for joint or cooperative action; and

WHEREAS, the Town of Signal Mountain provides recreational sports opportunities for youth athletes who live inside the Town, as well as those who live in the Town of Walden and in unincorporated Hamilton County; and,

WHEREAS, the Hamilton County Department of Education owns field space that could be used to enhance the recreational opportunities for the youth throughout the community;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Signal Mountain, Tennessee that the Town Manager is authorized to enter into an Interlocal Agreement with the Hamilton County Department of Education for the purpose of authorizing the Town to use certain property owned by HCDE for scheduled, organized youth sports activities as detailed and illustrated in the attached agreement document.



Dick Gee, Mayor



Recorder



Date



Date

INTERLOCAL AGREEMENT

by and between

Town of Signal Mountain
and
Hamilton County Department of Education

WHEREAS, the Town of Signal Mountain, Tennessee, is a municipal corporation of the State of Tennessee; and

WHEREAS, the Hamilton County Department of Education is a political subdivision of the State of Tennessee.

WHEREAS, pursuant to Tennessee Code Annotated §12-9-104 these governmental agencies have the power to enter into a joint powers agreement with one or more other public agencies for joint or cooperative action; and

WHEREAS, the Town of Signal Mountain provides recreational sports opportunities for youth athletes who live inside the Town, as well as those who live in the Town of Walden and in unincorporated Hamilton County; and,

WHEREAS, the Hamilton County Department of Education owns field space that could be used to enhance the recreational opportunities for the youth throughout the community;

NOW, THEREFORE, this agreement is made and entered into as of the ____ day of _____, 2016, by and between the Town of Signal Mountain, Tennessee, hereinafter referred to as "Town", and the Hamilton County Department of Education, hereinafter referred to as "HCDE".

1. **PURPOSE.** This Agreement is for the purpose of authorizing the Town to use certain property owned by HCDE for scheduled, organized youth sports activities. The property associated with this agreement is located on the rear portion of 1301 James Boulevard, Signal Mountain, Tennessee behind Thrasher Elementary School and fronts Cunningham Lane. An illustration of said property is attached hereto and made a part of this agreement.
2. **CONSIDERATION.** For and in consideration of the authority to utilize the field space, the Town agrees to assume the responsibility for basic property maintenance during the term of this Agreement. This maintenance shall be limited to regular mowing, trimming and associated lawn care/ landscaping needs. Notwithstanding any provision of this agreement to the contrary, it is understood and agreed that the Town will schedule its use of the property outside of the regular school day. It is further understood and agreed that HCDE shall always have first priority in the use of the property. The Town shall provide a certificate of insurance naming HCDE as

named insured party during the term of this Agreement for the limits of liability of governmental entities under the TGTLA.

3. TERM. The initial term of this agreement shall be for two (2) years beginning on the date of its full execution by required signatures. This agreement shall automatically renew for additional one (1) year terms at the end of the initial term, unless either party reasonably determines for any reason that the terms of this agreement are no longer beneficial. At all times each party will have the right, upon providing ninety (90) days written notice to the other, to terminate this agreement without penalty or recourse, in which event the effective termination date of this agreement will be at the end of the ninety (90) day period following the delivery date of the written notice of termination. HCDE agrees that any such termination will provide due consideration to any sports season underway for Town athletic activities at that time.

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

Town of Signal Mountain

By: _____

Attest:

Hamilton County Department of Education

By: _____

Attest:
