

RESOLUTION NO. 480

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT, AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT, WITH THE CITY OF CHURCH HILL and THE TOWN OF SURGOINSVILLE TO ESTABLISH A JOINT RECREATION PROGRAM.

WHEREAS, the Town of Mount Carmel, Tennessee, has the opportunity to enter into an inter-local Agreement to jointly, with two (2) other municipalities in eastern Hawkins County, provide a recreation program for their citizens; and

WHEREAS, an inter-local agreement between the Town of Mount Carmel, the City of Church Hill and the Town of Surgoinsville to establish a joint recreation program would serve the public interest. Now therefore,

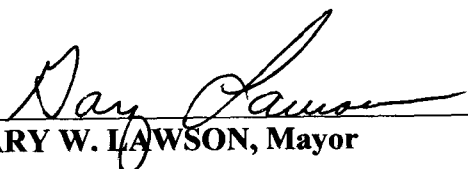
BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF MOUNT CARMEL, TENNESSEE, as follows:

SECTION I. That the Board of Mayor and Aldermen approve the inter-local agreement with the City of Church Hill and the Town of Surgoinsville to establish a joint recreation program upon the terms and conditions set forth in the Agreement.

SECTION II. That the Code of ordinances having an existing section concerning the Recreation Program that refers only to joining with the City of Church Hill, that upon the formal approval of the inter-local Agreement by the respective Boards of Mayor and Aldermen of the three (3) subscribing municipalities, a new Ordinance shall be adopted conforming to this present inter-local Agreement.

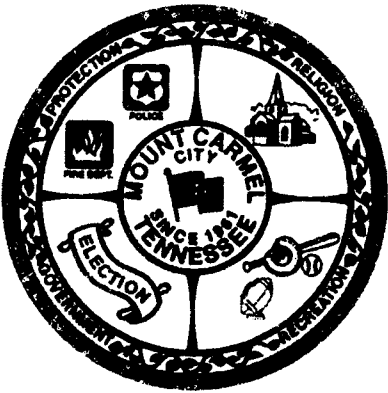
SECTION III. That this resolution shall take effect immediately upon its adoption, the public welfare requiring it.

A D O P T E D this the 27th day of September, 2011.


GARY W. LAWSON, Mayor

ATTEST:

Marian Sandidge
MARIAN SANDIDGE, Town Recorder



APPROVED AS TO FORM:

Joe May
LAW OFFICE OF MAY & COUP

FIRST READING	AYES	NAYS	ABSENT
Alderman Eugene Christian	✓		
Alderman Leann DeBord	✓		
Alderman Frances Frost	✓		
Alderman Kathy Roberts	✓		
Alderman Thomas Wheeler	✓		
Vice Mayor Carl Wolfe	✓		
Mayor Gary Lawson	✓		
TOTALS	7	0	0

PASSED: September 27, 2011

INTER-LOCAL AGREEMENT

Between

THE TOWN OF MOUNT CARMEL, TENNESSEE

And

THE CITY OF CHURCH HILL, TENNESSEE

And

THE TOWN OF SURGOINSVILLE, TENNESSEE

A G R E E M E N T

THIS AGREEMENT is made and entered into this the 27th day of September, 2011, by and among the **TOWN OF MOUNT CARMEL, TENNESSEE**, and the **CITY OF CHURCH HILL, TENNESSEE** and the **TOWN OF SURGOINSVILLE, TENNESSEE**, hereinafter the “*municipalities.*”

W I T N E S S E T H

WHEREAS, MUNICIPALITIES are authorized by the **INTER-LOCAL COOPERATION ACT**, codified at *Tenn. Code Ann. §12-9-101 et seq.*, to enter into agreements to jointly provide such services as they are independently authorized to provide; and

WHEREAS, it is more economical and efficient for MUNICIPALITIES to establish a joint recreation program; and

WHEREAS, the MUNICIPALITIES therefore wish to establish a joint recreation program.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties agree as follows:

1. Term of Agreement.

The term of this agreement shall end on June 30, 2012, subject to automatic renewals for successive additional one (1) year periods coinciding with the fiscal year for municipalities, unless earlier terminated as provided herein.

2. **Organization.**

- a. MUNICIPALITIES shall each appoint members to a joint Recreation Commission, hereinafter called the "Commission," to serve as an executive body to establish policies for the provision of the joint Recreation Program; the day-to-day activities of which joint Recreation Program and facilities shall be administered by a Director who shall exercise such authority as may be granted to the Director pursuant to By-laws to be promulgated by the Commission.
- b. The Director shall be appointed, disciplined or removed by joint decision of the then serving Mayors of each participating municipality.
- c. The "Commission" shall be composed of nine (9) members. The Board of Mayor and Aldermen of each participating municipality shall appoint three (3) residents to the "Commission" to serve for a term of four (4) years or until their successor is appointed.
- d. Members of the "Commission" shall serve without pay. Any expenses incurred by a member of the "Commission" related to the official business of the "Commission" may be reimbursed by the respective municipality that appointed that member from an appropriation made for that purpose and pursuant to its own policy.
- e. Vacancies on the Commission, whether by death, resignation, or change of residence shall be filled in the same manner as prescribed in c. above only for the unexpired term.
- f. A staff employee of each participating municipality may be designated to serve as an *ex-officio* non-voting member of the Commission.
- g. The salary of the Director shall be established by the serving Mayors of each participating municipality, and the Director will be placed on the payroll of the City of Church Hill, to include typical fringe benefits for other Church Hill municipal employees. All associated costs shall be allocated between the three municipalities which are parties to this Agreement as follows: Church Hill 40%, Mount Carmel 40%, and Surgoinsville 20%.
- h. The City of Church Hill will pay all other expenses of the joint recreation program and will bill the municipalities as referenced in 2g above.
- i. The "Commission" will adopt By-laws to govern the meeting times, location, and other organizational and managerial issues.

3. **Authority.**

- a. The "Commission" shall exercise all those powers and authority conferred upon cities and counties in reference to the provision of recreation and leisure services and

facilities as provided in *Tenn. Code Ann. §12-9-101 et seq.*, including powers authorized in subsequent amendment, and shall act in accordance with the provisions thereof, which provisions are incorporated herein by reference.

- b. The "Commission" shall promulgate such By-laws relating to the duties of the Director, selection of officers, conduct of meetings and any other matter not otherwise provided for herein as it deems necessary to the joint Recreation Program; provided, that at least one (1) member appointed by each participating municipality must be present before the business of the Commission may be conducted.

4. Capital Properties.

- a. Title to real estate, easements, rights-of-way, or other interest in real estate shall be held in the name of the municipality where such real estate is located.
- b. Any personal property to be acquired for the joint Recreation Program shall be owned by the participating municipalities on a pro-rata basis in accordance with the contribution made by each municipality. Any personal property, which is purchased entirely by one (1) municipality, shall be owned exclusively by that municipality. Property jointly owned by the City of Church Hill and the Town of Mt. Carmel shall continue to be jointly owned by the Municipality.

5. Finance.

- a. The Commission shall prepare an annual budget in sufficient time to allow the Board of Mayor and Aldermen of each of the respective participating municipalities to review and make decisions concerning their annual appropriations for the joint Recreation Program.
- b. The Commission, acting in its own behalf or at the request of the participating governments, will endeavor to obtain all federal, state, and private grants to defray the cost of planning, administration, personal property acquisition, or any other capital expenses directly or indirectly aiding in the fulfillment of the purpose of this Agreement.
- c. The Commission shall set fees and charges for the use of recreational and leisure services programs and facilities, such revenues being used to offset the operating costs of such programs and activities as much as possible. Such fees and charges shall be utilized as much as possible to offset the contributions to be made by the participating governments.
- d. The Commission shall obtain an annual audit of all its books by an independent auditor approved by the Commission, which shall be distributed to each of the parties to this Agreement.

6. **Termination.**

- a. This Agreement may be terminated by any of the participating governments upon one (1) year written notice to the other.
- b. Upon notice of termination, the Commission shall obtain an appraisal of the value of its personal property and shall further determine the equitable ownership of said property of each participating government. The value of the terminating government's equitable share in the Commission shall be paid, based upon the appraised value, to the terminating government upon the effective date of termination.

7. **Amendments.**

This Agreement may be amended at any time by passage of the appropriate resolution or ordinance, as appropriate, by the participating governments.

8. **Revocation of Previous Agreements.**

This Agreement shall replace and supersede any previous Agreements heretofore entered into by and between the Town of Mount Carmel and the City of Church Hill, relative to the Parks and Recreation Commission.

9. **Severability.**

A finding by a Court of competent jurisdiction that any portion of this Agreement is unconstitutional or contrary to law will in no way affect any other part hereof and the balance of the Agreement will remain in full force and applicability.

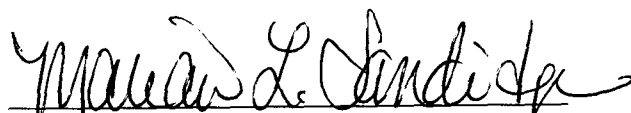
IN WITNESS WHEREOF, The Parties hereto executed this Agreement on the day and date first above written.

TOWN OF MOUNT CARMEL



GARY LAWSON, Mayor

ATTEST:



MARIAN SANDIDGE, Recorder

CITY OF CHURCH HILL

DENNIS DEAL, Mayor

ATTEST:

MARK SANDIDGE, Recorder

TOWN OF SURGOINSVILLE

JOHNNY GREER, Mayor

ATTEST:

SHERRY MINOR, Recorder