

**RESOLUTION 11-09**

**A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF SPRING HILL TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY AND THE CITY OF SPRING HILL FOR THE INSTALLATION AND CONSTRUCTION OF WASTEWATER AND WATER LINES FOR THE HERITAGE PARK FACILITY**

**WHEREAS**, Williamson County and the City of Spring Hill are governmental entities of the State of Tennessee and, as such, are authorized to enter into interlocal agreements pursuant to Tennessee Code Annotated, Section 12-9-104; and

**WHEREAS**, the County owns property used for recreational purposes off of Columbia Pike that abuts the property owned by the Williamson County Board of Education; and

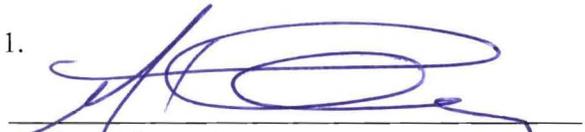
**WHEREAS**, Heritage Park currently has bathroom and concession facilities which do not have wastewater or water services; and

**WHEREAS**, the City Currently provides wastewater services to the area and HB&TS provides water services; and

**WHEREAS**, the City has agreed to install the wastewater and water lines and all related appurtenances and the County has agreed to pay for the material and rental cost for equipment needed to complete the project; and

**NOW, THEREFORE BE IT RESOLVED**, that the City of Spring Hill Board of Mayor and Aldermen hereby authorizes the Mayor to execute the attached Interlocal Agreement with the Williamson County for the installation and construction of wastewater and water lines for the Heritage Park Facility.

Passed and adopted this 18<sup>th</sup> day of January, 2011.

  
\_\_\_\_\_  
Michael Dinwiddie, Mayor

ATTEST:

  
\_\_\_\_\_  
April Goad, City Recorder

LEGAL FORM APPROVED:

  
\_\_\_\_\_  
Timothy P. Underwood, City Attorney

**INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY  
AND THE CITY OF SPRING HILL FOR THE INSTALLATION AND CONSTRUCTION OF  
WASTEWATER AND WATER LINES**

**THIS INTERLOCAL AGREEMENT**, ("Agreement"), is entered into by and between WILLIAMSON COUNTY, TENNESSEE, ("County"), a political subdivision of the State of Tennessee, located at 1320 West Main Street, Franklin, Tennessee, 37064, and the CITY OF SPRING HILL, ("City"), located at P.O. Box 789, 199 Town Center Parkway, Spring Hill, Tennessee, 37174, to establish the terms and financial responsibilities of the parties for the cost to construct and install wastewater and water lines and related appurtenances.

**RECITALS**

**WHEREAS**, Williamson County and the City of Spring Hill are governmental entities of the State of Tennessee and, as such, are authorized to enter into interlocal agreements pursuant to *Tennessee Code Annotated, Section 12-9-104*;

**WHEREAS**, the County owns property used for recreational purposes off of Columbia Pike that abuts the property owned by the Williamson County Board of Education;

**WHEREAS**, Heritage Park currently has bathroom and concession facilities which do not have wastewater or water services;

**WHEREAS**, the City currently provides wastewater services to the area and HB&TS provides water services; and

**WHEREAS**, the City has agreed to install the wastewater and water lines and all related appurtenances and the County has agreed to pay for the material and rental cost for equipment needed to complete the project.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

**I. Purpose of Agreement.** The purpose of this Interlocal Agreement is to clearly define obligations, responsibilities, and financial obligations of the City and County for the construction and installation of wastewater and water lines and related appurtenances to the bathroom and concession facilities located at Heritage Park. Once installation and construction is completed, the City has agreed to provide wastewater services and HB&TS has agreed to provide water services to Heritage Park.

**II. Authority.** This Agreement is made and entered into pursuant to the authority granted to the parties under the *Interlocal Cooperation Act*, Tennessee Code Annotated Sections 12-9-101, et seq., and the parties agree that all approvals and filings required by the terms of the Act shall be achieved as soon as possible from and after the execution of this Agreement.

**III. Payment for Construction.** The County agrees to appropriate up to \$175,000.00 for the material and equipment rental needed to install the wastewater and water lines and appurtenances as well as the renovations to the existing facilities to convert the chemical treated restroom facilities to conventional restrooms and a three compartment sink in the existing concession facility and all related appurtenances as more particularly described in Exhibit A. The County shall be responsible for the purchase of materials and equipment rental to install wastewater and water lines and appurtenances. The County's obligation shall not exceed \$60,000.00 unless this Agreement is amended and additional monies are appropriated by action of the Williamson County Board of Commissioners.

**IV. Construction Services.** The City has agreed to be solely responsible for the provision of all labor and supervision of labor needed to complete the installation of the wastewater and water lines and appurtenances. The County shall approve all construction plans prior to the construction services being initiated. Williamson County has hired C & I Design, Inc. to oversee the construction of the project on behalf of Williamson County but shall not have any supervisory role over the City's employees or contracts installing the wastewater and water lines.

**V. Easement.** The County shall be solely responsible for acquiring an easement from the Williamson County School Department.

**VI. Term.** The term of this Agreement will begin on the date this Agreement is signed by all required parties. The parties contemplate that the Agreement term will begin on or about the 11<sup>th</sup> day of January, 2011 (beginning date) and end on January 10, 2012 or on the date that both parties have fulfilled all of their obligations contained herein,

whichever occurs first. The initial term will be for a period of one year. The parties may agree to extend the Agreement by written agreement.

**VII. Termination - Breach.** Should any party fail to fulfill in a timely and proper manner a material obligation under this Agreement or if any party should violate a material term of this Agreement, the non-breaching party shall provide the breaching party with notice of the breach. The breaching party will then have 7 calendar days from the receipt of the notice to cure the breach. Upon breach or default of any of the provisions set forth herein, the non-breaching party shall be entitled to any and all damages and other equitable relief permitted under the laws of the State of Tennessee.

**VIII. Cooperation.** The parties agree to cooperate fully in order to successfully execute the terms and conditions of this Agreement including obtaining all regulatory and governmental approvals required by this Agreement recognizing that the intent of each party to the other is to serve the individual interests of each party while respecting the conditions and obligations of this Agreement.

**IX. Limitation on Liability.** Each party shall be responsible for its own actions and the actions of their employees, contractors, subcontractors, and agents conducted pursuant to this Agreement. Neither party shall be liable for claims against the other party unless liability is imposed under the Tennessee Governmental Tort Liability Act.

**X. General Terms.**

**1. Choice of Law and Forum.** This Agreement shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this Agreement, or any exhibits hereto, becomes subject to litigation, the venue for such action will be exclusively maintained in a court of competent jurisdiction sitting in Williamson County, Tennessee.

**2. Notices.** All notices, demands and requests to be given hereunder by either party shall be in writing and must be sent by certified or registered mail and shall be deemed properly given if tendered at the address below or at such other address as either party shall designate by written notice to the other.

County: **WILLIAMSON COUNTY, TENNESSEE**  
County Administrative Complex  
1320 West Main Street, Suite 125  
Franklin, TN 37064

City: **CITY OF SPRING HILL**  
P.O. Box 789  
199 Town Center Parkway  
Spring Hill, TN 37174

**3. Entire Agreement and Modifications in Writing.** This Agreement and any exhibits included herewith at the time of execution of this Agreement contain the entire agreement between the parties, and no statement, promises, or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid or binding; and this Agreement may not be enlarged, modified, or altered except in writing and signed by the parties and attached hereto.

**4. Dispute Resolution.** The parties may agree to participate in non-binding mediation in an attempt to resolve any disputes. Notwithstanding the foregoing statement, any claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by a court of law.

**5. Assignment.** The rights and obligations of this Agreement are not assignable.

**6. Waiver.** No waiver of any provision of this Agreement shall be valid unless in writing and signed by the parties against who charged.

**7. Headings.** The headings in this Agreement are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.

**8. Taxes.** To the extent as provided by Tennessee Law, each party shall be responsible for the payment of any and all taxes that may be levied and assessed due to any construction undertaken as provided herein or otherwise due to this Agreement or any right arising under this Agreement.

**9. Severability.** If any one or more of the covenants, agreements or provisions of this Agreement shall be held contrary to any expressed provisions of law or contrary to any policy of expressed law, although not expressly prohibited, contrary to any express provision of public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Agreement.

**10. Employment Discrimination.** The parties shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

**11. Specific Performance.** The parties recognize that the rights afforded to each under this Agreement are unique and, accordingly, County shall, in addition to such other remedies as may be available to them in equity, have the right to enforce their respective rights hereunder by an action for injunctive relief and/or specific performance to the extent permitted by law.

**12. Compliance with Laws.** The parties shall comply with all laws of the United States of America, the State of Tennessee, and local laws and shall secure all necessary permits and licenses and keep the same in force during the term of this Agreement.

**IN WITNESS WHEREOF**, the County and the City have executed this Agreement effective as of the date and year written below.

ATTEST:

WILLIAMSON COUNTY, TENNESSEE

\_\_\_\_\_  
BY:

\_\_\_\_\_  
BY:

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Williamson County Attorney

ATTEST:

CITY OF SPRING HILL

\_\_\_\_\_  
BY:

\_\_\_\_\_  
BY:

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Spring Hill City Attorney

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AND THE CITY OF SPRING HILL FOR THE INSTALLATION AND CONSTRUCTION OF  
WASTEWATER AND WATER LINES**

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**WHEREAS**, the City has agreed to install the wastewater and water lines and all related appurtenances and the County has agreed to pay for the material and rental cost for equipment needed to complete the project.

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**IV. Construction Services.** The City has agreed to be solely responsible for the provision of <sup>city BO MRS</sup> all labor and supervision of labor needed to complete the installation of the wastewater and water lines and appurtenances. The County shall approve all construction plans prior to the construction services being initiated. Williamson County has hired C & I Design, Inc. to oversee the construction of the project on behalf of Williamson County but shall not have any supervisory role over the City's employees or contracts installing the wastewater and water lines.

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whichever occurs first. The initial term will be for a period of one year. The parties may agree to extend the Agreement by written agreement.

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**VIII. Cooperation.** The parties agree to cooperate fully in order to successfully execute the terms and conditions of this Agreement including obtaining all regulatory and governmental approvals required by this Agreement recognizing that the intent of each party to the other is to serve the individual interests of each party while respecting the conditions and obligations of this Agreement.

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**12. Compliance with Laws.** The parties shall comply with all laws of the United States of America, the State of Tennessee, and local laws and shall secure all necessary permits and licenses and keep the same in force during the term of this Agreement.

**IN WITNESS WHEREOF**, the County and the City have executed this Agreement effective as of the date and year written below.

ATTEST:  
Carol Edwards  
BY:

WILLIAMSON COUNTY, TENNESSEE  
Robert C. Bottom  
BY:

DATE: 1-18-11

DATE: 1-18-11

APPROVED AS TO FORM AND LEGALITY:  
Rent Cook  
Williamson County Attorney

ATTEST:  
April Good  
BY:

CITY OF SPRING HILL  
[Signature]  
BY:

DATE: 2-7-11

DATE: 1-21-11

APPROVED AS TO FORM AND LEGALITY:  
[Signature]  
Spring Hill City Attorney