

RESOLUTION NO. 192

RESOLUTION OF THE BOARD OF MAYOR AND  
ALDERMEN OF THE TOWN OF MOUNT CARMEL,  
TENNESSEE, APPROVING CONTRACT WITH CITY OF  
CHURCH HILL, TENNESSEE, CREATING AND OPERATING  
A JOINT RECREATION COMMISSION

WHEREAS, Mount Carmel Municipal Code Section 1-401 provides the Board of Mayor and Aldermen with the authority to enter into contracts; and

WHEREAS, Mount Carmel Municipal Code 1-402 allows the Mayor to negotiate agreements and present same to the Board of Mayor and Aldermen for approval; and

WHEREAS, The Board of Mayor and Aldermen of the Town of Mount Carmel, Tennessee, believe it to be in the best interest of the citizens of Mount Carmel to enter into the Contract attached hereto with the City of Church Hill, Tennessee, which provides for the creation and operation of a Joint Recreation Commission; and

WHEREAS, The contract which is attached to this Resolution should be approved the public health and welfare requiring it; and

WHEREAS, The Board of Mayor and Aldermen pursuant to Mount Carmel Municipal Code 1-403 authorize and direct that the Mayor do all things necessary to validate and make the Contract attached hereto legally binding; and

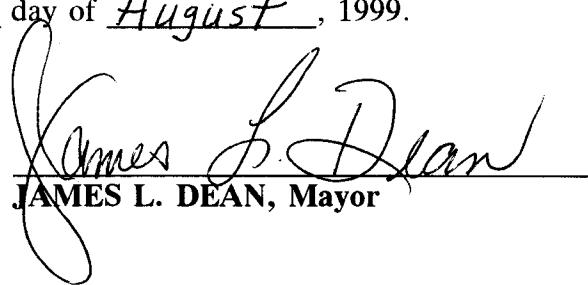
**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF MOUNT CARMEL, TENNESSEE, as follows:**

Section 1. The Contract attached hereto between the Town of Mount Carmel, Tennessee, and the City of Church Hill, Tennessee, is approved;

Section 2. The Mayor is directed and authorized to do all things necessary to validate and make the above-noted contract and agreement legally binding;

Section 3. This Resolution shall take effect upon its passage the public welfare requiring it.

A D O P T E D this 26 day of August, 1999.

  
JAMES L. DEAN, Mayor

ATTEST:

Nancy Carter  
NANCY F. CARTER, Recorder

APPROVED AS TO FORM:

Michael A. Faulk  
LAW OFFICE OF MICHAEL A. FAULK

| FIRST READING     | AYES | NAYS | OTHER |
|-------------------|------|------|-------|
| WAYNE ALLEY       | ✓    |      |       |
| HENRY BAILEY      | ✓    |      |       |
| EUGENE CHRISTIAN  | ✓    |      |       |
| JAMES DEAN, MAYOR |      |      |       |
| GARY LAWSON       | ✓    |      |       |
| THOMAS WHEELER    | ✓    |      |       |
| CARL WOLFE        |      | ✓    |       |
| <b>TOTALS</b>     |      |      |       |

PASSED FIRST READING:

8-26-99

## ***INTER-LOCAL AGREEMENT***

**Between**

**THE TOWN OF MOUNT CARMEL, TENNESSEE**

**and**

**THE CITY OF CHURCH HILL, TENNESSEE**

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## **A G R E E M E N T**

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**THIS AGREEMENT**, is made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 1999, by and among the **TOWN OF MOUNT CARMEL, TENNESSEE**, and the **CITY OF CHURCH HILL, TENNESSEE**.

### **W I T N E S S E T H:**

WHEREAS, the Town and City of this state are authorized by the Inter-Local Cooperation Act, *Tenn. Code Anno.* §12-9-101 *et seq.*, to enter into an agreement where they may jointly provide such services as they are independently authorized to provide under *Tenn. Code Anno.* §12-9-101 *et seq.*, which relates to cities and counties providing recreation services and facilities; and

WHEREAS, it promotes economy, efficiency, conservation of natural resources, and greater protection of the environment for Hawkins County and the Town of Mount Carmel and the City of Church Hill to join in the operation of a system for the provision of recreation services and thereby avoiding duplication of effort and facilities; and

WHEREAS, the Town of Mount Carmel and the City of Church Hill desire to do so by entering into this agreement, providing for the establishment of a jointly owned and operated recreation system to be known as the Church Hill-Mount Carmel Recreation and Parks Commission; and

WHEREAS, the Mount Carmel Board of Mayor and Aldermen and the Church Hill Board of Mayor and Aldermen by resolution/ordinance have approved entry into this agreement.

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 be perpetual unless terminated as provided herein.

**2. Organization.**

A. The Church Hill-Mount Carmel Recreation and Parks Commission, hereinafter call the "Commission" shall be composed of three (3) members from the Town of Mount Carmel, three (3) members from the City of Church Hill. The term of each member appointed shall be for four years and each member shall serve until his successor is appointed.

B. The three (3) members representing the Town of Mount Carmel on the Commission shall be appointed by the Mount Carmel Board of Mayor and Aldermen. The three (3) members representing the City of Church Hill on the Commission shall be appointed by the Church Hill Board of Mayor and Aldermen. All members appointed by the Town of Mount Carmel shall be residents of Mount Carmel. All members appointed by the City of Church Hill shall be residents of Church Hill.

C. Members of the Commission shall serve without pay, although expenses incurred by the members related to the official business of the Commission may be reimbursed upon proper substantiation of expenses.

D. Vacancies on the Commission, whether by death, resignation, or loss of residence in either of the Town of Mount Carmel or the City of Church Hill shall be filled in the same manner as prescribed in B above only for the unexpired term.

E. The City Administrator of Mount Carmel and the City Recorder of Church Hill shall serve as ex-officio non-voting members of the Commission.

**3. Authority.**

A. The Commission shall have 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 Anno.* §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. All contracts made by the Commission shall be in the name of the Church Hill-Mount Carmel Recreation and Parks Commission.

C. The Commission shall not meet less frequently than monthly. At least four (4) members must be present for a quorum; provided, that at least one (1) member from each party to this Agreement must be present before the business of the Commission may be conducted. In the event of a tie vote on any matter before the Commission, the item under consideration will not pass. All other matters not otherwise provided for herein concerning selecting of officers and conducting meetings will be set forth in by-laws which the Commission will adopt and adhere to.

D. The Commission may appoint a Director who shall have the authority, duties, and responsibilities as may be imposed by law and conferred by the Commission. The Director will be responsible to the Commission, and all matters relating to the Commission shall be channeled through the Director. The Director shall employ and remove such employees deemed necessary by the Commission for its operation.

E. The Commission may, within its financial ability, hire attorneys, consultants, fiscal agents, or any other firm(s) or person(s) needed to aid the Commission in the performance of its duties.

F. Unless bonded as a member of their respective governments, the Commission shall provide a fidelity bond on each of its members in the amount of Ten Thousand Dollars (\$10,000.00), and will require and provide fidelity bonds in reasonable amount for any employee or agent whose lack of fidelity could result in significant loss to the Commission or either of the participating governments.

**4. Capital Property.**

A. Title to real estate, easements, rights-of-way, or other interests in real estate shall be held in the name of the governing body where such real estate is located.

B. Personal property will be owned by and titled to the Commission with each participating government having a pro-rata interest therein equivalent to its pro-rata contribution in the latest funding agreement underwritten between the two governments. Any of the parties to this Agreement may hold title to personal property in trust for the Commission if any law or restrictions placed by the source of purchasing funds requires title to be placed either in the Town of Mount Carmel or the City of Church Hill. Any personal property which is purchased entirely by one governmental entity shall be owned exclusively by that entity.

C. When and if necessary, either the Town of Mount Carmel or the City of Church Hill may acquire real estate under its power of eminent domain for the use and benefit of the Commission.

D. The Commission may sell surplus personal property. Personal property may be traded for other property or sold on bids.

E. The two governments shall enter into a Maintenance Agreement defining maintenance and capital improvements. This agreement will be used to determine which entity pays for certain improvements.

**5. Finance.**

A. The Commission shall prepare an annual budget separating, itemizing, and allocating for each participating government the capital operating expenses for the Commission for each fiscal year. Such budget shall be prepared in sufficient time to allow the governing bodies of the respective participating governments to review and make decisions concerning their annual allocations to the Commission. Every three (3) years the two governments shall enter into a funding agreement setting forth each government's contribution toward the budget.

B. The Commission may utilize the funds appropriated to it by the participating governments to provide, establish, maintain, administer, and conduct a supervised recreational and parks system for the participating governments including playgrounds, recreation centers, and other recreational activities and facilities as may be deemed expedient and proper; provided that no fiscal obligations shall be incurred by the Commission in excess of funds appropriated by the participating governments for such purposes.

C. 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.

D. 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.

E. 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.

F. In the event any government adds additional facilities, or increases the level of maintenance, immediate adjustments must be made to the appropriation of the particular government to reflect the increased cost of operation and maintenance to be borne by the Recreation and Parks Commission.

**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.**

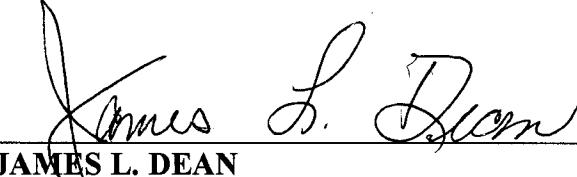
This Agreement shall replace and supersede any previous Agreements heretofore entered into by and between the Town of Mount Carmel and the City of Church Hill, relative to the Parks and Recreation Commission.

**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.

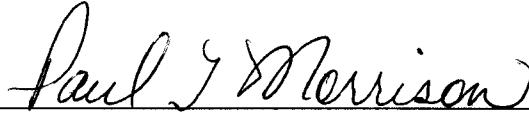
TOWN OF MOUNT CARMEL

  
\_\_\_\_\_  
**JAMES L. DEAN**  
Mayor

ATTEST:

  
\_\_\_\_\_  
**NANCY CARTER**  
City Recorder

CITY OF CHURCH HILL

  
\_\_\_\_\_  
**PAUL T. MORRISON**  
Mayor

ATTEST:

  
\_\_\_\_\_  
**MARK SANDIDGE**  
City Recorder

APPROVED AS TO FORM:

  
\_\_\_\_\_  
**MICHAEL A. FAULK, City Attorney**