

**RESOLUTION 24-51**

**A RESOLUTION TO APPROVE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPRING HILL, TENNESSEE AND WILLIAMSON COUNTY SCHOOLS, TENNESSEE FOR SCHOOL ZONE LIGHTS**

**WHEREAS**, the City of Spring Hill ("City") wishes to enter into an Interlocal Agreement with Williamson County Schools ("WCS") concerning the installation, maintenance, and operations of traffic control devices for school areas; and

**WHEREAS**, Williamson County currently maintains and operates schools within the City of Spring Hill such as Chapmans Retreat Elementary School, Longview Elementary School, Allendale Elementary School, Amanda H. North Elementary School, Spring Station Middle School, and Summit High School; and

**WHEREAS**, WCS and the City desire to enter into an agreement whereby WCS will perform all maintenance and operations of school zone signs, plaques, and flashing beacons that are installed for the sole purpose of establishing effective and safe traffic control for school zones within the city limits of Spring Hill; and

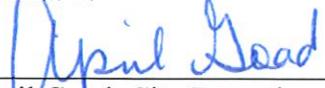
**NOW, THEREFORE BE IT RESOLVED**, the City of Spring Hill Board of Mayor and Aldermen:

1. Approve the Interlocal Agreement between the City of Spring Hill, Tennessee and Williamson County Schools regarding the new installations, new and existing maintenance, and traffic control for all school areas.
2. Authorize the Mayor to sign the Interlocal Agreement, attached hereto.

**Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 20<sup>th</sup> day of February 2021.**

  
Jim Hagaman, Mayor

ATTEST:

  
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April Goad, City Recorder

LEGAL FORM APPROVED:

  
\_\_\_\_\_  
Patrick Carter, City Attorney

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**INTERLOCAL AGREEMENT BETWEEN  
WILLIAMSON COUNTY SCHOOLS AND THE CITY OF SPRING HILL, TENNESSEE**

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*THIS INTERLOCAL AGREEMENT*, (“Agreement”), is made and entered into pursuant to Tennessee law, by and between **WILLIAMSON COUNTY SCHOOLS**, (hereinafter “WCS”), and the **CITY OF SPRING HILL, TENNESSEE**, (hereinafter “City”), concerning the installation, maintenance and operations of traffic control devices for school areas.

**WHEREAS**, the parties have the express authority, upon approval of their governing bodies, to enter into interlocal agreements pursuant to *Tenn. Code Ann.*, Section 12-9-104 to perform any governmental service, activity or undertaking which each public agency entering into the contract is authorized by law to perform; and

**WHEREAS**, Williamson County currently maintains and operates numerous schools within the City of Spring Hill, TN, to include Chapmans Retreat ES, Longview ES, Allendale ES, Amanda H. North ES, Spring Station MS and Summit HS; and

**WHEREAS**, WCS and the City desire to enter into an agreement whereby WCS will perform all maintenance and operations of school zone signs, plaques, and flashing beacons that are installed for the sole purpose of establishing effective and safe traffic control for school zones and within the boundaries of the City.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to define the obligations of the parties necessary to carry out the intent of this Agreement for the provision of the long-term installation, maintenance and operations of school zone signs, plaques, and flashing beacons that are installed for the sole purpose of establishing effective and safe traffic control for school zones and within the boundaries of the City.

2. **CREATION OF SEPARATE ENTITY.** This Agreement does not create a separate entity, nor shall it be interpreted as creating a separate entity under any circumstances

3. **TERM.** This Agreement shall become effective on 1 July 2024, and shall continue until a further or different agreement by and between the parties.

4. **SCOPE OF SERVICES.**

- a. WCS agrees to undertake full installation, maintenance and operation of school zone signs, plaques, and flashing beacons that are installed for the sole purpose of establishing effective and safe traffic control for school zones and within the boundaries of the City. This Agreement excludes the installation, maintenance and operation of any school zones associated with Maury County, private schools and/or

Franklin Special School District.

- b. The City will continue to oversee the installation, maintenance and operation of pavement, lights, traffic signals, pavement markings, non-school signs, and any other traffic control device not associated with the school within City right-of-way.
  - c. The City and WCS agree that all school zone signs, plaques, and flashing beacons shall be installed and maintained in strict accordance with the Manual on Uniform Traffic Control Devices (MUTCD) latest addition.
  - d. In the event WCS desires to revise or modify existing school zone signs, plaques, and flashing beacons within the public right-of-way, it shall be required to submit construction plans to the City for review and approval. The plans shall be completed by a professional engineer licensed in the State of Tennessee. The City shall work with WCS to review and approve the plans to ensure compliance with the MUTCD.
  - e. Any existing equipment that WCS removes or replaces shall be returned to City.
5. **ADMINISTRATORS.** Each party to this Agreement shall designate an individual (the "Administrator"), who may be designated by title or position, to oversee and administer such party's participation in this Agreement. Either party may change its Administrator at any time by delivering written notice of such party's new Administrator to the other party. The parties' initial Administrators shall be the following individuals:

**County**

Superintendent  
Williamson County Schools  
1320 West Main Street  
Franklin, TN 37064

**City**

City Administrator  
City of Spring Hill, TN  
199 Town Center Pkwy.  
Spring Hill, TN 37174

**6. FUNDING.**

Each Party shall be responsible for obtaining approval of the parties' legislative bodies, appropriation of funds to carry out the duties and responsibilities as set out in this Agreement and under applicable law. The parties agree to act in good faith in seeking the appropriation of funds from their respective legislative bodies.

7. **NO THIRD-PARTY BENEFICIARIES.** There are no third-party beneficiaries to this Agreement. No person or entity other than a party to this Agreement shall have any rights hereunder or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Agreement.

8. **AUTHORITY TO ENTER INTO AGREEMENT.** This Agreement is made and entered into pursuant to the authority granted by the parties under the *Interlocal Cooperation Act, Tenn. Code Ann.*, Section 12-9-101, *et seq.*, and the parties agree that all approvals and filings required by the terms of said Act shall be achieved as soon as possible from and after the execution of this Agreement.

**9. MISCELLANEOUS.**

a. **Relationship.** In consideration of the mutual covenants provided herein, the parties agree that nothing contained herein is intended to be or should be construed in any manner as creating or establishing a joint venture or partnership between the parties hereto or as constituting an agency relationship in any manner whatsoever. The individual parties are and shall remain independent entities with respect to this Agreement.

b. Binding. This Agreement shall be binding upon the parties and shall take effect from and after its ratification and signing by all parties after obtaining appropriate approval pursuant to the requirements of applicable law.

c. 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.

d. Severability. The parties agree that if any part, term, or provision of this Agreement is determined to be illegal or in conflict with any law of the State of Tennessee by any court with jurisdiction, the validity of the remaining portions or provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

e. Specific Performance. The parties recognize that the rights afforded to each under this Agreement are unique and, accordingly, the individual agencies 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.

f. 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 to carry out the terms of 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.

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

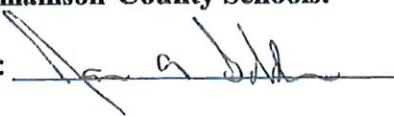
h. Law/Venue. This Agreement shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this Agreement, or any exhibits hereto, becomes subject to litigation, the venue for such action will be exclusively maintained in a court of competent jurisdiction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

i. Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the subject matter hereof. This Agreement may be amended only by written instrument signed by all parties.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by an authorized person effective as of the date and year written below.

**Williamson County Schools:**

**City of Spring Hill:**

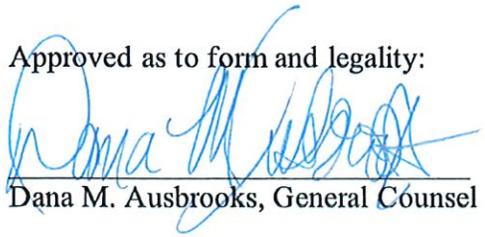
By: 

By: 

Date: 2/19/2024

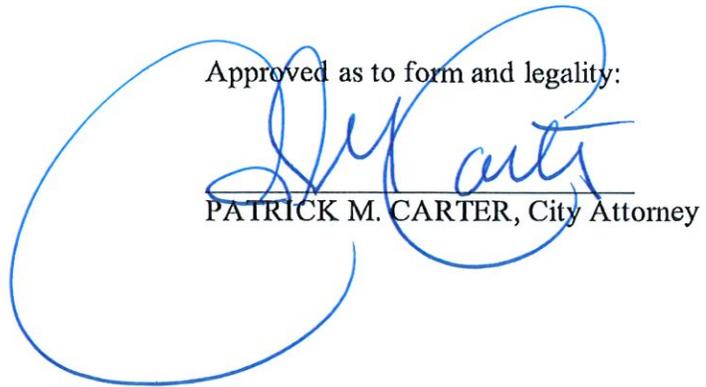
Date: \_\_\_\_\_

Approved as to form and legality:



Dana M. Ausbrooks, General Counsel

Approved as to form and legality:



PATRICK M. CARTER, City Attorney