

**RESOLUTION 11-08**

**A RESOLUTION AUTHORIZING THE CITY OF SPRING HILL MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THOMPSON'S STATION TO ALLOW THE CITY OF SPRING HILL TO PERFORM WATER AND SEWER LINE CONSTRUCTION WORK FOR THE HERITAGE PARK FACILITY**

**WHEREAS**, both the cities of Spring Hill and Thompson's Station are governmental entities of the State of Tennessee and as such, are authorized to enter into an interlocal agreement pursuant to Tennessee Code Annotated, Section 12-9-104; and

**WHEREAS**, Heritage Park is a Williamson County facility located in the City of Thompson's Station adjacent to Williamson County's Heritage Elementary and Middle Schools; and

**WHEREAS**, the Heritage Elementary and Middle Schools along with Heritage Park serve numerous families from the City of Spring Hill; and

**WHEREAS**, Williamson County desires to connect Heritage Park to the public water system and public sanitary sewer system; and

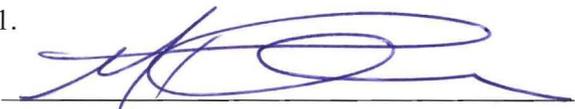
**WHEREAS**, the City of Spring Hill desires to assist Williamson County by providing labor and equipment for the installation of aforementioned utilities; and

**WHEREAS**, the construction of such utilities is of mutual benefit to the City of Spring Hill and the City of Thompson's Station; and

**WHEREAS**, the City of Thompson's Station does not have the capacity to provide construction assistance to Williamson County; 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 City of Thompson's Station to allow the City of Spring Hill to perform water and sewer line construction work for the Heritage Park facility.

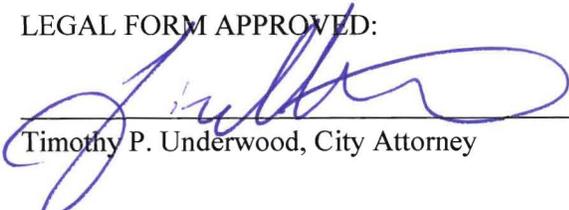
Passed and adopted this 18<sup>th</sup> day of January, 2011.

  
Michael Dinwiddie, Mayor

ATTEST:

  
April Goad, City Recorder

LEGAL FORM APPROVED:

  
Timothy P. Underwood, City Attorney

**INTERLOCAL AGREEMENT BETWEEN THE TOWN OF THOMPSON'S STATION  
AND THE CITY OF SPRING HILL FOR THE INSTALLATION AND  
CONSTRUCTION OF WATER AND SEWER LINTES TO HERITAGE PARK  
FACILITY**

**THIS INTERLOCAL AGREEMENT**, (“Agreement”), is entered into by and between the Town of Thompson’s Station , Tennessee, located at P. O. Box 100, 1550 Thompson's Station Road West, Thompson’s Station, TN 37179, and the CITY OF SPRING HILL (“City”), located at P.O. Box 789, 199 Town Center Parkway, Spring Hill, Tennessee, 37174, to allow the City of Spring Hill to perform water and sewer line construction work for the Heritage Park Facility.

**RECITALS**

**WHEREAS**, both the cities of Spring Hill and Thompson’s Station are governmental entities of the State of Tennessee and as such, are authorized to enter into an interlocal agreement pursuant to Tennessee Code Annotated, Section 12-9-104; and

**WHEREAS**, Heritage Park is a Williamson County facility located in the City of Thompson’s Station adjacent to Williamson County’s Heritage Elementary and Middle Schools; and

**WHEREAS**, the Heritage Elementary and Middle Schools along with Heritage Park serve numerous families from the City of Spring Hill; and

**WHEREAS**, Williamson County desires to connect Heritage Park to the public water system and public sanitary sewer system; and

**WHEREAS**, the City of Spring Hill desires to assist Williamson County by providing labor and equipment for the installation of aforementioned utilities; and

**WHEREAS**, the construction of such utilities is of mutual benefit to the City of Spring Hill and the City of Thompson’s Station; and

**WHEREAS**, the City of Thompson’s Station does not have the capacity to provide construction assistance to Williamson County; and

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 allow the City of Spring Hill to perform utility work within the town boundaries of Thompson’s Station for the purpose of providing water and sewer utilities to the Heritage Park Facility.
- 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. 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 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.

**IV. Limitation on Liability.** The City of Spring Hill shall be responsible for its own actions and the actions of their employees, 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.

**V. 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.

**TOWN OF THOMPSON'S STATION**

P.O. Box 100  
1550 Thompson's Station Road West  
Thompson's Station, TN 37179

**CITY OF SPRING HILL**

P.O. Box 789  
199 Town Center Parkway  
Spring Hill, TN 37174

- 3. 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 Town of Thompson's Station and the City of Spring Hill have executed this Agreement effective as of the date and year written below.

ATTEST:

TOWN OF THOMPSON'S STATION, TENNESSEE

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

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

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

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

LEGAL FORM APPROVED:

\_\_\_\_\_  
Town of Thompson's Station Attorney

ATTEST:

CITY OF SPRING HILL, TENNESSEE

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

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

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

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

LEGAL FORM APPROVED:

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