

# WASHINGTON COUNTY, TENNESSEE BOARD OF COUNTY COMMISSIONERS

## RESOLUTION NO. 24-10-09

### **RESOLUTION APPROVING AND AUTHORIZING THE AGREEMENT BETWEEN WASHINGTON COUNTY AND WASHINGTON COUNTY BOARD OF EDUCATION RE: BOONES CREEK ATHLETIC FACILITIES AND AMENDING FISCAL YEAR 2025 BUDGET**

WHEREAS, the Mayor requests approval and authorization of an agreement between Washington County and Washington County Board of Education, attached hereto as Exhibit A, to provide personnel, labor, and equipment related to the operating management and scheduling responsibilities for the Boones Creek Athletic Facility; and

WHEREAS, the Mayor requests the following amendments to Fiscal Year 2025 Budget:

1. Increase \$60,000.00 to expense line item 101-56900-310 (Other Social, Cultural, and Recreational -Contracts with Other Public Agencies);
2. Decrease \$60,000.00 from equity line item 101-39000 (Fund Balance); and

WHEREAS, the HEW Committee at its October 10, 2024 meeting recommended consideration and approval of this request; and

WHEREAS, the Budget Committee at its October 16, 2024 meeting recommended consideration and approval of this request to the Board of County Commissioners; now therefore

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, TENNESSEE THAT:

SECTION 1. The Agreement between Washington County and Washington County Board of Education, attached hereto as Exhibit A, is hereby approved and the County Mayor is authorized to execute it and any related documents necessary to effectuate the intent of this Resolution, subject to review and approval by the County Attorney.

SECTION 2. Fiscal Year 2025 Budget is amended to:

1. Increase \$60,000.00 to expense line item 101-56900-310 (Other Social, Cultural, and Recreational -Contracts with Other Public Agencies).

- 2. Decrease \$60,000.00 from equity line item 101-39000 (Fund Balance).

SECTION 3. This Resolution shall take effect from and after the date on which it is approved by the County Mayor or as indicated by certification of the County Clerk, as hereinafter set forth.

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**Introduced by Commissioner:** *Carder*  
**Seconded by Commissioner:** *Tucker*  
**Commissioners Voting FOR:** *Tucker, Johnson, Fitzgerald, Davenport Matherly, England, Malone, Stout, Jones, Huffine, Wheeler, Carder*  
**Commissioners Voting AGAINST:** *None*  
**Commissioners Abstaining:** *None*  
**Commissioners Absent:** *Edens, Tomita, Wexler*

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ADOPTED BY THE COUNTY LEGISLATIVE BODY, in session duly assembled, on this the 28<sup>th</sup> day of October, 2024.

*Cheryl Storey*  
\_\_\_\_\_  
CHERYL STOREY, County Clerk

*Greg Matherly*  
\_\_\_\_\_  
GREG MATHERLY, Chair of the Board

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REFERRED to County Mayor this the 30 day of Oct 2024.  
*Cheryl Storey*  
\_\_\_\_\_  
CHERYL STOREY, County Clerk

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APPROVED by County Mayor on this the 31 day of Oct 2024.  
*William J. Grandy*  
\_\_\_\_\_  
WILLIAM J. GRANDY, County Mayor

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The County Mayor having declined to approve this Resolution, the same became effective on the \_\_\_ day of \_\_\_\_\_ 2024, pursuant to Tennessee Code Annotated § 5-6-107(b)(5).  
\_\_\_\_\_  
CHERYL STOREY, County Clerk

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Approved as to form by the County Attorney this 29<sup>th</sup> day of October 2024.  
*Allyson L. Wilkinson*  
\_\_\_\_\_  
ALLYSON L. WILKINSON, County Attorney

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## INTER-LOCAL AGREEMENT

THIS INTER-LOCAL AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the TOWN OF JONESBOROUGH, TENNESSEE, hereinafter referred to as the Town; and WASHINGTON COUNTY, TENNESSEE, hereinafter referred to as the County; and the WASHINGTON COUNTY BOARD OF EDUCATION, hereinafter referred to as the Board of Education, and collectively referred to as the parties:

### RECITALS

WHEREAS each of the parties to this agreement have previously entered into an interlocal agreement dated the 19<sup>th</sup> day of November, 2019 and subsequently amended on the 20<sup>th</sup> day of October, 2020, (hereinafter collectively referred to as the 2019 Interlocal Agreement) and

WHEREAS, the exterior grounds of the Boones Creek School and the County public park/athletic facilities adjacent to the Boones Creek School are the subjects of Paragraph 11 of the aforesaid 2019 Interlocal Agreement. The Town assumed certain responsibilities outlined in that Paragraph and the County retained certain responsibilities, as follows:

The Town will have responsibility (including any financial obligations) for maintenance of the exterior grounds of two separate parcels that Washington County previously purchased for (a) Boones Creek K-8 school; and (b) a public park/athletic facility complex, which shall include all property currently composing the site (such school and park/athletic facilities referred to collectively as the "Boones Creek Properties" and also real properties known as a certain fifty-seven and 47/100ths [57.47] acres, more or less, tract of land as shown by that certain survey by Charles T. Johnson, Jr. [TN#2405] dated December 17, 2016) to the same standard offered to other school and recreation facilities located in Washington County. This responsibility will begin on the Effective Date of the Facilities Lease, is in addition to the Town's responsibility for the maintenance, management, and scheduling of the facilities and grounds of the Jonesborough facilities, and is agreed with the understanding that the Facilities Advisory Committee may review, advise, and recommend maintenance, management, and programming. The County will

have sole operating, management and scheduling responsibilities for the Boones Creek Properties unless otherwise agreed upon in writing.

, and

WHEREAS, the parties have agreed the Board of Education is in the best position to complete the duties of Washington County contained in Paragraph 11 of the 2019 Interlocal Agreement, (*i.e.*, therein described as the operation, management, and scheduling responsibilities for the Boones Creek Properties and understood to include providing personnel, labor, and equipment dedicated to the site), with compensation to the Board of Education from Washington County of \$60,000 annually for one (1) year commencing on November 1, 2024 and terminating on October 31, 2025 , and

WHEREAS, in assuming the responsibilities contained in Paragraph 11 of the 2019 Interlocal Agreement, the Board of Education also assumes the responsibility for securing from all persons using the Boones Creek Properties including the Boones Creek Athletic Fields an executed Hold Harmless, Release and Waiver (as attached here as Exhibit “B”) before any third-party use of the Boones Creek Properties including the Boones Creek Athletic Fields , and

WHEREAS, in consideration of assuming the responsibilities contained in Paragraph 11 of the 2019 Interlocal Agreement, the Board of Education agrees to carry during the entire term of this MOU and to keep in full force and effect, at the Board of Education’s sole cost and expense the following insurance:

a. Comprehensive general liability insurance covering the Boones Creek Properties, including the Athletic Fields and the Board of Education’s maintenance and operations associated therewith against any and all types of claims for personal injury, property damage, or any other type of claim, cause of action or complaint naming Washington County as an additional insured and

beneficiary, with minimum limits of One Million Dollars (\$1,000,000.00) per accident or occurrence against liability for bodily injury and death resulting therefrom, as well as Three Hundred Thousand (\$300,000.00) per accident or occurrence against liability for damage to property, whether owned by Lessor, Lessee, or any third party, including loss of use thereof. Additionally, the Board of Education shall carry and maintain fire and extended coverage insurance to cover associated recreation equipment or other personal property kept on the premises. Such liability insurance shall comply with minimum limits as required under the Tennessee Governmental Tort Liability act and contain insuring clauses no less broad than those set forth in the standard Commercial General Liability ISO form applicable to premises liability, and, without limiting the foregoing requirements to specifically include contract liability coverage for the obligations of the Board of Education under this MOU.

b. Board of Education shall deliver to the County the foregoing insurance policies or certificates thereof prior to the tender of possession of the Boones Creek Properties, including the Athletic Fields. All such policies shall name Washington County as an additional insured or beneficiary and may, at the discretion of Lessee, be maintained under “blanket insurance policy” of Lessee.

c. Worker’s compensation insurance in the statutorily mandated limits and employer’s liability insurance with limits not less than \$300,000.00.

d. Such Liability insurance described in section (a) shall identify Washington County, Tennessee as an additional insured under the policy. In the event that the County has insured the Boones Creek Properties, the Board of Education expressly agrees that the Board of Education insurance shall be primary in the event of any occurrence or claim.

WHEREAS, with the parties agreeing the primary responsibilities under Paragraph 11 of the 2019 Interlocal Agreement for operating, managing, and scheduling for the Boones Creek Properties will remain the responsibility of the County under that agreement, and that this agreement does not amend the original 2019 Interlocal Agreement between the parties, but only establishes a means for the County and the Board of Education to contract for the performances of those responsibilities of the County contained in Paragraph 11 of the 2019 Interlocal Agreement which shall be the responsibility of and performed by the Board of Education, then

**WITNESSETH:**

**GENERAL**

Each of the above-listed recitals are incorporated by reference as if set out in their entirety herein. In consideration of thereof, the County shall pay to the Board of Education the sum of \$60,000 annually beginning on November 1, 2024 and each year thereafter for the 1-year period during which the County has sole responsibility at Boones Creek School, which are entirely covered in paragraph 11 of the 2019 Interlocal Agreement.

The Board of Education will assume all of the County's responsibilities contained in Paragraph 11 of the 2019 Interlocal Agreement, and provide all services contemplated to be associated with the County's responsibilities contained in Paragraph 11 of the 2019 Interlocal Agreement for the 1-year period during which the County has responsibilities at Boones Creek School.

In the event the Board of Education shall fail to perform to the satisfaction of the County, or if the Board of Education should fail to schedule events on the property in a manner that satisfies the County, then the County Mayor shall discuss any concerns with the Director of Washington County

Schools in good faith and attempt to resolve any concerns. In the event these concerns are not resolved to the satisfaction of the County, the County may declare the Board of Education in default of this agreement and may terminate monthly payments to the Board of Education.

**AMENDMENTS TO AGREEMENT**

This Agreement may only be amended by the agreement of all three parties to this agreement in writing and approved by the Board of Mayor and Aldermen, the Board of Education and the County Commission.

**TERMINATION**

This Agreement is for a term of one (1) year commencing on November 1, 2024 and terminating on October 31, 2025 unless terminated for non-performance as provided herein.

**EFFECTIVE DATE**

This Agreement shall take effect upon execution by the authorized representative of each party after approval of the governing body of each party and shall remain in full force and effect until terminated as provided herein.

IN TESTIMONY WHEREOF the parties have hereunto set their hands and seals on this this \_\_\_\_ day of \_\_\_\_\_, 2024 binding themselves, representatives, successors and assigns.

THIS INSTRUMENT HAS BEEN EXECUTED IN TRIPLICATE, ANY OF WHICH MAY BE TREATED AS AN ORIGINAL.

ATTEST:

**MAYOR AND ALDERMEN  
OF THE TOWN OF**

JONESBOROUGH, TENNESSEE

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to form only:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

**WASHINGTON COUNTY  
BOARD OF EDUCATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to form only:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

**WASHINGTON COUNTY,  
TENNESSEE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to form only:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit A**

**USE OF BOONES CREEK PROPERTIES**

**INCLUDING THE BOONES CREEK ATHLETIC FIELDS**

**RELEASE AND WAIVER OF LIABILITY AGREEMENT**

I, \_\_\_\_\_ (name of Parent or Guardian), as the Parent/Guardian of \_\_\_\_\_ (name of child), understand that my and/or my child's voluntary participation in any programs or events held on the property of the Boones Creek Properties including the Boones Creek Athletic Fields (the "Boones Creek Properties") may involve the risk of property damage, personal injury, or death, or other potential damages or injuries of any nature or kind.

Therefore, in consideration for the opportunity to attend and participate in any such program or event held on the Boones Creek Properties, and with the above-stated understanding of the potential risks of attending and participating in any such program or event, I do hereby acknowledge and agree to assume any and all risk associated with my and/or my child's attendance or participation in any such program or event, including all risk associated with the use of the Boones Creek Properties. I have been informed and understand that my and/or my child's participation in the aforementioned programs or events may expose me and/or my child to certain foreseeable and unforeseeable risks of damage and/or bodily injury. Such risks include, but are not limited to, personal injury, death, and/or loss of property, whether caused by my and/or my child's own negligence or the negligence of any third party, including, but not limited to, the Washington County Board of Education and/or Washington County and/or its officers, officials, employees, volunteers, agents, or representatives. I knowingly, freely and voluntarily agree to assume any and all risks and engage me and/or my child in the participation of such programs or events and agree to assume full responsibility for any and all medical expenses resulting from any accidents or injuries suffered by me and/or my child while participating in said programs or events. The undersigned agrees to abide by all rules and regulations set forth by the Boones Creek Properties, Washington County and/or its affiliates including but not limited to the Washington County Board of Education throughout said program or event.

I hereby release and discharge Washington County and/or its officers, employees, volunteers, agents, or representatives from any and all liability, risk, claims or causes of action arising out of my and/or my child's participation in the aforementioned programs or events and hereby waive any such claims or causes of action to the fullest extent allowed by law. I further agree that I will hold the Washington County Board of Education and/or Washington County harmless against any and all claim(s) or causes arising out of or in connection with my and/or my child's participation in the aforementioned programs or events. I agree to pay the costs of all such actions, including, but not limited to, all reasonable attorneys' fees, costs and expenses related to such actions.

This Release and Waiver of Liability Agreement shall be construed in accordance with Tennessee law and shall be binding upon me and my child's heirs, agents, executors, administrators,

representatives, successors or assigns. Photographic, scanned or facsimile copies of this Release and Waive of Liability Agreement may be used in lieu of the original executed copy for any purpose.

**I UNDERSTAND THAT I HAVE THE RIGHT TO HAVE COUNSEL REVIEW THESE TERMS AND EXPRESSLY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THE TERMS OF THE FOREGOING RELEASE AND WAIVER OF LIABILITY AGREEMENT AND, BY SIGNING BELOW, ACKNOWLEDGE AND AGREE TO THE TERMS THEREOF AND DEMONSTRATE MY INTENTION TO BE LEGALLY BOUND BY IT.**

Name of Parent or Guardian: \_\_\_\_\_

Name of Child: \_\_\_\_\_

\_\_\_\_\_  
Signature of Parent or Representative

\_\_\_\_\_  
Date