

**INTERLOCAL AGREEMENT CREATING THE  
GREAT SMOKY MOUNTAINS REGIONAL GREENWAY COUNCIL**

This agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2014, by and between the attached government and organization members and as added or deleted as approved by the Council.

**WITNESSETH:**

WHEREAS, the parties have entered into an Interlocal Agreement creating the Great Smoky Mountains Regional Greenway Council, and

WHEREAS, TCA 12-9-101, et.seq. permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities, and

WHEREAS, the designated cities and counties in east Tennessee and federal, state, regional and community organizations have joined together in an effort to create a regional system of greenways and blueways.

NOW, THEREFORE, in consideration of the mutual promises, covenants and benefits to accrue from conduct of a comprehensive regional planning process, the parties hereto (“Members”) hereby covenant and agree as follows:

1. Establishment of Great Smoky Mountains Regional Greenway Council. There is hereby established a multi-jurisdictional arrangement, herein referred to as the “Great Smoky Mountains Regional Greenway Council,” among the Members.
2. Purpose. The purpose of the Great Smoky Mountains Regional Greenway Council is to develop a protected system of natural corridors and land and water trails which will

link citizens with each other and with the natural and historic resources of the Smoky Mountains Region.

3. Duties and Responsibilities. The duties and responsibilities of the Great Smoky Mountains Regional Greenway Council are as follows:
  - (a) Development and implementation of a Great Smoky Mountains Regional Greenway Plan.
  - (b) Development of a system of greenways throughout the region that would:
    - Create a positive regional image
    - Enhance tourism
    - Increase outdoor recreation opportunities
    - Provide transportation alternatives
    - Enhance quality of life in the region
    - Protect natural corridors
    - Create new outdoor education opportunities
  - (c) Establishment of a public relations/marketing information program to publicize and gain support for regional greenways.
  - (d) Establishment of a network to promote, support, and communicate information and ideas about greenway development through regular scheduled meetings, events, and other forms of communication.
4. Voting Membership. Each dues-paying government entity may assign one citizen and one government representative as voting members. The Council shall have the flexibility to adjust dues to promote participation by all interested entities.
5. Officers. The Council Members shall elect from among themselves a chairperson, and vice-chairperson, a secretary and a treasurer for a term not to exceed two (2) years. The Council may also elect such other officers and committee chairpersons as it deems necessary and appropriate.
6. Ex-Officio. There will be a variety of technical and citizen advisors that assist the Council. Ex-officio members shall be selected by the Council.

7. Funding. The Council shall develop a structure and payment schedule for its members.
8. Additional Members. Additional Members may be added by an addendum hereto executed by the parties hereto and such additional Members.
9. Staff. The Council shall have the authority to hire part-time or full-time staff as it deems necessary.
10. Contracts. The Council shall have the authority to contract for necessary services in furtherance of its mission.
11. Grants. The Council shall have the authority to apply for, accept and administer grants.
12. Terms of Agreement. This Agreement shall remain in force and effect for a period of ten (10) years provided, however, that any Member may, upon three (3) months written notice to all the other parties, withdraw from the Council and terminate all of its obligations set forth here in which had not already been incurred prior to the sending of such notice.

**GREAT SMOKY MOUNTAIN REGIONAL GREENWAY COUNCIL  
ANNUAL DUES—revised February 2009**

**In an effort to make dues as fair and equitable as possible, the annual dues are based on the governments' park budget. This was conceived by recognizing that often population categories are not a good indicator of the services offered by a government agency and therefore does not indicate the ability to pay annual dues. Each year the full Council approves annual dues.**

**Annual dues for any governmental entity within the East Tennessee region that does not have a park budget but that wishes to be a voting member of the Council shall be equal to the dues for a local government with a Parks and Recreation Department annual operating budget of \$249,000 or less.**

**Any local government that contributes to the required local match for a regional greenway planning grant, if the grant has been sought with the cooperation and approval of the Council, may have its annual dues for the calendar year in which the local match was paid reduced by the amount of the contribution toward the local match.**

**Revenue generated from annual dues is utilized to accomplish common projects approved by the Council to promote greenways throughout the region.**

<b><u>Parks and Recreation Department Annual Operating Budget</u></b>	<b><u>GSMRGC Annual Dues</u></b>
<b>\$2 million or above</b>	<b>\$1,500</b>
<b>\$1,000,000-\$1,999,999</b>	<b>\$1,000</b>
<b>\$500,000-\$999,999</b>	<b>\$500</b>
<b>\$250,000-\$499,999</b>	<b>\$300</b>
<b>\$0-\$249,999</b>	<b>\$200</b>

City/County: \_\_\_\_\_

Annual Dues: \$\_\_\_\_\_

Please fill in this form and return with a check in the appropriate amount payable to:

Great Smoky Mountains Regional Greenway Council  
c/o Jeremy Pearson, Chair  
City of Alcoa Planning and Codes  
223 Associated Blvd.  
Alcoa, TN 37701-1948

IN WITNESS WHEREOF, the parties have officially adopted and cause this Agreement to be executed and their signatures to be affixed by their respective chief officials as of the day, month and year first above written.

[CITY OR COUNTY NAME], TENNESSEE  
BY ITS MAYOR

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Mayor