

**INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY  
AND THE TOWN OF NOLENSVILLE FOR THE PROVISION OF FIRE FIGHTING SERVICES**

THIS INTERLOCAL AGREEMENT, ("Agreement"), is entered into by and between WILLIAMSON COUNTY, TENNESSEE, ("County"), a political subdivision of the State of Tennessee, located at 1320 West Main Street, Franklin, Tennessee, 37064, and the TOWN OF NOLENSVILLE ("Town"), a municipal government, located at 7218 Nolensville Road, Nolensville, Tennessee, 37135, to establish the terms and financial responsibilities for the provision of fire fighting services.

**RECITALS**

**WHEREAS**, Williamson County and the Town of Nolensville are governmental entities of the State of Tennessee and, as such, are authorized to enter into interlocal agreements pursuant to *Tennessee Code Annotated, Section 12-9-104*;

**WHEREAS**, the Town of Nolensville provides important fire protection services to Tennessee citizens; and

**WHEREAS**, Williamson County has agreed to provide assets to the Town to assist it in the provision of fire fighting services.

**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 clearly define the contractual responsibilities and financial obligations of the Town and County for the provision of fire fighting, emergency response, and other emergency and non-emergency services.
- 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. Provision of Fire Fighting and Protection Services.** The Town agrees to provide, on a continuing basis, fire fighting and prevention services, emergency response services, and other emergency and non-emergency services, ("Services"), to the citizens of Williamson County Fire and Rescue District 16. The Town warrants that it shall achieve and maintain an Insurance Services Office Fire Class Rating of class nine for the entire term of this Agreement. If the Town has not achieved a Fire Class Rating of class nine or better at the time of execution of this Agreement, Town shall achieve said class within 6 months from the date of execution of this Agreement.
- IV. Training Reports.** The Town shall, on an annual basis, provide the Director of the Williamson County Office of Public Safety with all records indicating the training classes offered and completed by personnel in firefighting and safety techniques, if requested by the County.
- V. Term.** The initial term of this Agreement shall be for a period of 3 years which shall begin July 1, 2021 and end on June 30, 2024. The parties may agree to extend the Agreement by written agreement for additional 1-year terms as needed.
- VI. Payment by County.** For the provision of the Services, the County shall provide radios, PPE, SCBA, and the fire station. Vehicles will be provided on an emergency need basis to the Town as authorized by TCA Section 5-9-101 (23). All equipment use is strictly conditioned on the Town providing the Services.
- VII. Termination.**
  - a. Breach.** Should any party fail to fulfill in a timely and proper manner a material obligation under this Agreement or if any party should violate a material term of this Agreement, the non-breaching party shall provide the breaching party with notice of the breach. The breaching party will then have seven calendar days from the receipt of the notice to cure the breach. Upon breach or default of any of the provisions set forth herein, each non-breaching party shall be entitled to any and all damages and other equitable relief permitted under the laws of the State of Tennessee.

- b. **Termination for Convenience.** Town or County may terminate this contract at any time upon 30 days written notice to the other party. Such termination shall not affect in any manner any prior existing obligations between the parties.

**VII. Insurance.** During the term of this Agreement, including all extensions, Town shall, at its own cost and expense, maintain Comprehensive General Liability Insurance. A certificate of insurance, in a form satisfactory to County, evidencing said coverage and naming Williamson County Government as additional insured, shall be provided to the County. Such policy or policies shall be in the minimum amount of \$1,000,000.00 for general liability insurance, \$1,000,000.00 for automobile liability, \$1,000,000.00 for Workers' Compensation insurance, and \$1,000,000.00 umbrella insurance. Town shall provide additional Workers' Compensation coverage in accordance with applicable Tennessee law. Such policies shall be non-cancelable except upon 30 days prior written notice to the County. Throughout the term of this Agreement, Town shall provide an updated certificate of insurance upon expiration of the current certificate.

**IX. Cooperation.** The parties agree to cooperate fully in order to successfully execute the terms of this agreement including obtaining all regulatory and governmental approvals required by 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.

**X. Limitation on Liability.** Each party shall be responsible for its own actions and the actions of their employees, contractors, subcontractors, 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.

**XI. General Terms.**

a. **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.

b. **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.

**County:** WILLIAMSON COUNTY, TENNESSEE  
County Administrative Complex  
1320 West Main Street, Suite 125  
Franklin, TN 37064  
Attn: County Mayor

**Town:** TOWN OF NOLENSVILLE  
7218 Nolensville Road  
Nolensville, TN 37135  
Attn: Town Manager

c. **Entire Agreement and Modifications in Writing.** This Agreement and any exhibits included herewith at the time of execution of this Agreement contain the entire agreement between the parties and no Agreement shall be valid and binding; and this agreement may not be enlarged, modified, or altered except in writing and signed by the parties and attached hereto.

d. **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.

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

f. **Waiver.** No waiver of any provision of this Agreement shall be valid unless in writing and signed by the parties against who charged.

g. **Headings.** The headings in this Agreement are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.

**h. Employment Practices.** Neither party shall subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex or which is in violation of applicable laws concerning the employment of individuals with disabilities. The parties shall not knowingly hire any unauthorized employees or fail to comply with record keeping requirements set forth in the Federal Immigration Reform and Control Act of 1986, Chapter 878 of the 2006 Tennessee Public Acts and all other applicable laws.

**i. Relationship Between the Parties.** The relationship of the parties shall be that of an independent Contractor. No principal-agent or employer-employee relationship is created by this Agreement. The parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.

**j. Severability.** If any one or more of the covenants, agreements or provisions of this Agreement shall be held contrary to any expressed provisions of law or contrary to any policy of expressed law, although not expressly prohibited, contrary to any express provision of public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Agreement.

**k. Specific Performance.** The parties recognize that the rights afforded to each under this Agreement are unique and, accordingly, County 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.

**l. Compliance with Laws.** The parties shall comply with all laws of the United States of America, 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.

**m. Effective Date.** This Agreement shall not be binding upon the parties until it has been properly approved by the legislative bodies of the respective parties, it has then been signed first by the authorized representatives for the Town and then by the authorized representatives of Williamson County and has been filed in the office of the County Mayor. When it has been so signed and filed, this contract shall be effective as of the date written below.

**IN WITNESS WHEREOF,** the County and the Town have executed this Agreement effective as of the date and year written below.

**ATTEST:**

**WILLIAMSON COUNTY, TENNESSEE**

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

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

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

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

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
Williamson County Attorney

**ATTEST:**

**TOWN OF NOLENSVILLE**

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

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

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

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

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
Nolensville Town Attorney

