
**INTERLOCAL AGREEMENT BETWEEN
THE TOWN OF NOLENSVILLE, TENNESSEE, AND THE WILLIAMSON COUNTY EMERGENCY
COMMUNICATIONS DISTRICT**

THIS INTERLOCAL AGREEMENT, (“**Agreement**”), is made and entered into on this the 2nd day of December, 2021, pursuant to Tennessee law, by and between **WILLIAMSON COUNTY EMERGENCY COMMUNICATIONS DISTRICT** (“**ECD**”), and the **TOWN OF NOLENSVILLE, TENNESSEE**, (“**Town**”), concerning the call answering and dispatch service in the Town.

WHEREAS, the parties have the express authority, upon approval of their governing bodies, to enter into interlocal agreements pursuant to *Tennessee Code Annotated*, 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, the Town and ECD have maintained a contract where the ECD provides 911 call answering and dispatch services for the Town’s Fire and Police Departments; and

WHEREAS, Williamson County, Tennessee (“**County**”) maintains and operates an Office of Public Safety and the Williamson County Public Safety Center, which contains the Williamson County Emergency Operations Center; and

WHEREAS, in 1988, the ECD adopted the transfer method and is only responsible for answering 911 calls and then transferring the calls to the appropriate public safety agency; and

WHEREAS, since the creation of the ECD in 1988, the ECD and County have maintained an interlocal agreement where the County answers all 911 calls from within the ECD and the ECD reimburses the County for the salaries of the employees answering the 911 calls on behalf of the ECD; and

WHEREAS, the parties recognize and believe that continuing the 911 call answering and dispatch services for the Town will continue to be more efficient and in the best interest of the parties.

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 ECD and County to continue the 911 call answering and dispatch service for the Town. This Agreement does not create a separate entity, nor shall it be interpreted as creating a separate entity under any circumstances.
2. **TERM.** This Agreement shall become effective on the date it is fully executed and shall continue for five (5) years (“**Term**”). This Agreement shall not be extended unless approved by each party’s governing body and signed by the parties’ authorized representatives.
3. **DUTIES.**
 - a. **ECD.** The ECD agrees to contract with the County to provide 911 call answering and dispatch services (“**Services**”) for the geographic area defined by the boundaries of the Town of Nolensville. County shall employ, or cause to be employed, such personnel as County deems appropriate and sufficient to perform all the Services. Such personnel shall be employees of County and shall be subject to the supervision of the County Mayor, or such other person or persons as the County Mayor may designate. Such personnel shall be subject to the rules, regulations and conditions of employment of County. The ECD shall pay to the County the Town Payment as part of its annual payment to the County for providing the Services.

b. **TOWN.** Beginning on July 1, 2021 and ending on June 30, 2022, the Town shall pay to the ECD the amount of NINETY-ONE THOUSAND and 00/100 Dollars (\$91,000.00) ("**Town Payment**"). The Town Payment shall be adjusted annually by an amendment to this Agreement.

4. **PRIOR INTERLOCAL AGREEMENT.** This provision in no way effects the obligations contained in the interlocal agreement between the County and ECD for the provision and costs of providing the operation of the emergency communication dispatch center.

5. **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.

6. **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*, T.C.A. 12-9-101, et. seq. 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.

7. **NOTICE.** All notices under this Agreement shall be given in writing and addressed to the following persons:

To: Town of Nolensville

Attn: Victor Lay
7218 Nolensville Road
Nolensville, TN 37064

To: Williamson County Emergency Communications District

Attn: Bill Jorgensen
304 Beasley Dr
Franklin, TN 37064

Written notices shall be deemed received three (3) days after the same are deposited in the United States Mail, postage prepaid, addressed as provided above.

8. **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 the relationship of co-partners 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, become 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 Emergency Communications District

Town of Nolensville:

By: _____

By: _____

Date: _____

Date: _____

Approved as to form and legality:

Approved as to form and legality:

Ken Young
WCECD Attorney

Town Attorney