

## INTERLOCAL AGREEMENT

COF Contract No. 2023-0197

COB Contract No. 2023-135

K#

This Interlocal Agreement (“Agreement”) between WILLIAMSON COUNTY, TENNESSEE (“County”), the CITY OF BRENTWOOD, TENNESSEE (“Brentwood”), the CITY OF FAIRVIEW, TENNESSEE (“Fairview”), the CITY OF FRANKLIN, TENNESSEE (“Franklin”), the TOWN OF NOLENSVILLE, TENNESSEE (“Nolensville”), the CITY OF SPRING HILL, TENNESSEE (“Spring Hill”), and the TOWN OF THOMPSON'S STATION, TENNESSEE (“Thompson’s Station”) (collectively the “parties” or “localities”), for the establishment of joint parameters, covenants, and conditions related to the county-wide Growth Plan.

*WHEREAS*, pursuant to Tenn. Code Ann. §§ 12-9-101 *et seq.* & 6-58-101 *et seq.*, the herein named Tennessee local governments, the parties, upon approval of their respective legislative bodies, have the authority to enter into agreements for joint cooperative action; and

*WHEREAS*, the parties to this Agreement are committed to providing additional, joint parameters, covenants, and conditions with regard to the Williamson County Growth Plan (Growth Plan); and

*WHEREAS*, the parties wish to enter into the Agreement and find the same to be for the mutual benefit and best interest of the citizens of the localities, collectively and independently:

**NOW THEREFORE BE IT RESOLVED**, the parties agree as follows:

- 1. Purpose.** The parties agree that entering into this Agreement is to the mutual benefit of the parties. The objective of this Agreement is to provide a framework for joint parameters, covenants, and conditions related to the county-wide Growth Plan, attached hereto as Exhibit A, and to the implementation of the Growth Plan in the future. The parties expressly acknowledge and agree that this Agreement sets forth the terms and conditions governing the roles and responsibilities of each party.
- 2. Authority.** This Agreement is made and entered into pursuant to the authority granted by the parties under the *Interlocal Cooperation Act*, Tenn. Code Ann., §§ 12-9-101, *et seq.*, as well as pursuant to the authority under Tenn. Code Ann., §§ 6-58-101 *et seq.* The parties agree that all approvals and filings required by the terms thereof shall be achieved as soon as possible from and after the execution of this Agreement.
- 3. Separate Entity.** This Agreement does not create a separate entity, nor shall it be interpreted as creating a separate entity under any circumstances. Further, this Agreement does not create a joint venture or partnership of any kind.

4. **Scope.** This Agreement addresses and memorializes the parties' agreement as to the Growth Plan and matters related to the Growth Plan in the future, including but not limited to mandatory timelines to address future Growth Plan updates, annexation, planning and zoning, and the formation of a standing advisory committee to facilitate growth, planning, and transportation issues in the future by and between the parties.

5. **Annexation.** The parties agree that any locality vested with the power of annexation shall not annex any property located outside of the annexing locality's Urban Growth Boundary ("UGB"), as the same is defined in Tenn. Code Ann. §§ 6-58-101 & 107.

6. **Growth Plan Update.** The parties agree that the coordinating committee, as defined in Tenn. Code Ann. § 6-58-101 *et seq.* (the "Act"), and as thereafter may be amended, ("Coordinating Committee") shall be convened by the Mayor of the County no later than five (5) years from the date of the approval of the 2023 Growth Plan by the Local Government Planning Advisory Committee, or any growth plan adopted hereafter. This section shall not limit the ability of any locality, pursuant to the Act, to seek the convening of the Coordinating Committee at any time. Nothing herein shall be construed so as to require any future Coordinating Committee to amend or recommend amending the growth plan, and the same shall be fully empowered to determine that no amendment is warranted.

7. **Advisory Committee.** The parties agree that, after the Growth Plan is adopted contemporaneously with this agreement, an advisory committee ("Advisory Committee") shall be established to address matters and issues as delineated and defined herein for the benefit of the parties. The Advisory Committee shall consist of seven (7) voting members, with a member from each of the localities, selected as each of the localities may choose. Other individuals from the localities or public may attend any Advisory Committee meeting. The Advisory Committee's role shall be as a vetting and informational body designed to foster communication and cooperation. The Advisory Committee shall schedule a meeting at least four (4) times per calendar year, which may be cancelled if there is no business as determined by the Chair. The Advisory Committee is empowered to adopt rules of procedure for the conduct of its meetings, and the Mayor of the County shall serve as the Chair for such meetings unless he so declines. Any member of the Advisory Committee can request a meeting by providing written notice to the Chair of such request, and the Chair shall call a meeting within thirty (30) days.

8. **Extraordinary Circumstances.** Notwithstanding the provisions of paragraph 5 outlined hereinabove, any locality may submit to the Advisory Committee, in writing, a request to permit said locality the ability to conduct an annexation of a parcel or parcels of real property outside of said locality's UGB due to extraordinary circumstances. The Advisory Committee shall meet and review said written request within forty-five (45) days of receipt by the Chair of the Advisory Committee of the same. The Advisory

Committee shall review the request and hear any information provided by the requesting locality, as well as any other information the Advisory Committee deems relevant. The Advisory Committee shall determine, by majority vote, whether an extraordinary circumstance exists. If an extraordinary circumstance is found by the Advisory Committee, then the requesting locality may proceed to annex the applicable parcel(s) under applicable state law, and the same shall not be a breach of this Agreement. An extraordinary circumstance may only be found if the request involves a non-residential development or project, except as provided herein. Therefore, the parties agree that any request contemplated in this paragraph 8 shall not include any residential development, except as permitted herein, and the requesting party shall not zone the parcel(s) involved in the request to a zoning designation that permits any residential development. The forgoing notwithstanding, a request may include an existing residential development for safety and emergency purposes.

**9. Alteration of the Act.** In the event the Act is repealed or amended in such a way as to render following the new act impracticable under this Agreement, the parties agree to continue to follow the Act that is in existence at the time of the adoption of this Agreement, along with this Agreement itself, for a period of five (5) years after the next occurrence causing the Coordinating Committee to convene as defined herein.

**10. Notice to Property Owners.** At or before the convening of the Coordinating Committee, as outlined in Section 6 hereinabove, each party shall give notice to the owner(s) of each parcel or tract of real property said party is considering to include in its expanded Urban Growth Boundary or Planned Growth Area, as applicable. For purposes of clarity, notice shall include relevant information, as determined by the party, and be given by USPS regular mail to the address(es) of record in the Williamson County Register of Deeds at the time notice is given. The notice contemplated herein is intended to provide information to the property owners being considered for an expanded Urban Growth Boundary or Planned Growth Area. Lack of actual notice shall not be grounds for breach of this Agreement or challenge to the Growth Plan.

**11. Term.** This Agreement shall become effective on the date it is fully executed and shall continue for a period of five (5) years from the date of the approval of the Growth Plan by the Local Government Planning Advisory Committee unless amended by the parties. The parties acknowledge that the term could be longer based upon Section 9 hereinabove. If the Coordinating Committee is properly convened, the expiration of the term shall be tolled until the Coordinating Committee adjourns its convening purpose or an amendment to the Growth Plan is adopted by all of the parties, whichever is last to occur.

**12. Other Agreements.** Nothing herein shall prevent any party from entering into any other agreement, interlocal or otherwise, with another party or parties named herein so long as said agreement is not in conflict with this Agreement or a subversion of the

purpose of this Agreement. For purposes of clarity, the parties covenant and agree that no other agreement shall be entered into by any party that amends the Growth Plan, amends the Growth Plan Map, or violates any material term of this Agreement. The foregoing notwithstanding, any proposed interlocal agreement that directly or indirectly falls within the scope of this Agreement shall first be submitted to the Advisory Committee in writing, to include a proposed copy of the agreement. The submitted agreement shall be placed on the next Advisory Committee meeting for informational and discussion purposes unless a member calls a meeting to discuss the same at an earlier date. In the event the Advisory Committee finds that any submitted agreement violates or subverts this Agreement, it may so find and send a notice of the same to the localities.

**13. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

**14. Conflict with Laws.** Nothing in this Agreement is intended to conflict with current applicable laws or regulations.

**15. Modification.** This Agreement may be modified upon the mutual written consent of the parties.

**16. Agreement of Cooperation.** Each party agrees to take all reasonable steps necessary to effectuate the terms of this Agreement. All parties shall, at the agreed to times outlined herein, and from time to time, execute, acknowledge, deliver and/or enact all further instruments and/or assurances to effectuate the terms of this Agreement. The parties agree to cooperate in good faith. The parties recognize that a locality may request to open the growth plan earlier than the agreed to five (5) year date to address extraordinary circumstances or otherwise. No party is required to re-open its UGB, however all parties agree to cooperate with the Coordinating Committee and participate so as to provide a quorum.

**17. Time is of the Essence.** Time is of the essence for this Agreement for prompt completion.

**18. Force Majeure.** No party shall have any liability to any other party hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, pandemic, or other cause of similar or dissimilar nature beyond its control.

**19. Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Agreement.

**20. Assumption of Liability.** Each party shall be and remains liable for its actions as well as the actions of the respective party's employees, volunteers, agents, or officers. Nothing in this Agreement shall be construed to limit any party's governmental immunity.

**21. Breach of Agreement.** Any party that alleges any other party to be in breach ("Charging Party") of this Agreement shall first send a letter to the breaching party ("Breaching party") of the nature of the breach, and the Charging Party shall copy all parties herein. If the Breaching Party does not provide sufficient assurances, in writing, dispelling the alleged breach, the Charging Party, or any other party, shall submit to the Advisory Committee a letter on the nature of the breach. Within thirty (30) days of receipt of said letter, the Chair of the Advisory Committee shall convene a meeting to address the letter and make recommendations regarding the same. Nothing herein shall prevent the Charging Party, or any other party, from filing an action in a court of competent jurisdiction seeking injunctive relief as to an alleged breach by the Breaching party, however no further action beyond seeking an injunction may occur until the Advisory Committee renders a recommendation and the parties then attempt mediation of the dispute. The mediator for said mediation shall not be a resident of or have offices in Davidson County, Williamson County, or Maury County. The mediator shall be selected by a majority vote of the Advisory Committee, which shall be incorporated into the Advisory Committee's recommendation. The parties agree that all parties herein are necessary parties involving an action filed in a court of competent jurisdiction for breach of this Agreement.

**22. Choice of Law & Venue.** This Agreement shall be construed in accordance with and all disputes hereunder shall be controlled by the laws of the State of Tennessee without regard to Tennessee's choice of law rules. Venue shall be in the Chancery Court of Williamson County, Tennessee.

**23. Waiver.** The failure of one party to demand from the other party performance of any act under the Agreement shall not be construed as a waiver of said party's right to demand, at any subsequent time, such performance.

**24. Miscellaneous.** The complete understanding between the parties is set out in this Agreement, and this Agreement supersedes and voids all prior and contemporaneous understandings, except as herein contained. The headings in this Agreement are for convenience and reference and are not intended to define or limit the scope of any provisions of this Agreement.

*[remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates recorded below.

**WILLIAMSON COUNTY, TENNESSEE:**

By: \_\_\_\_\_  
**Rogers Anderson, Mayor**

Date: \_\_\_\_\_

Approved as to form and legality:

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

**CITY OF BRENTWOOD, TENNESSEE:**

By: \_\_\_\_\_  
**Mark Gorman, Mayor**

Date: \_\_\_\_\_

Approved as to form and legality:

\_\_\_\_\_  
City of Brentwood Attorney

**CITY OF FAIRVIEW TENNESSEE:**

By: \_\_\_\_\_  
**Lisa Anderson, Mayor**

Date: \_\_\_\_\_

Approved as to form and legality:

\_\_\_\_\_  
City of Fairview Attorney

**CITY OF FRANKLIN, TENNESSEE:**

By: \_\_\_\_\_  
**Ken Moore, Mayor**

Date: \_\_\_\_\_

Approved as to form and legality:

\_\_\_\_\_  
City of Franklin Attorney

TOWN OF NOLENSVILLE, TENNESSEE:

By: \_\_\_\_\_  
**Halie Gallik, Mayor**

Date: \_\_\_\_\_

Approved as to form and legality:

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

CITY OF SPRING HILL, TENNESSEE:

By: \_\_\_\_\_  
**Jim Hagaman, Mayor**

Date: \_\_\_\_\_

Approved as to form and legality:

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

TOWN OF THOMPSON'S STATION, TENNESSEE:

By: \_\_\_\_\_  
**Brian Stover, Mayor**

Date: \_\_\_\_\_

Approved as to form and legality:

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