
**INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY, TENNESSEE,
THE CITY OF BRENTWOOD, THE CITY OF FRANKLIN, AND
THE WILLIAMSON COUNTY EMERGENCY COMMUNICATION DISTRICT**

THIS INTERLOCAL AGREEMENT is made and entered into pursuant to *Tenn. Code Ann.*, § 12-9-104, by and between **WILLIAMSON COUNTY, TENNESSEE**, (hereinafter "County"), the **CITY OF BRENTWOOD**, (hereinafter "Brentwood"), **CITY OF FRANKLIN**, (hereinafter "Franklin") and the **WILLIAMSON COUNTY EMERGENCY COMMUNICATION DISTRICT**, (hereinafter referred to as "WCECD"), concerning certain financial and operational responsibilities for the provision of a county wide high-speed notification system ("Agreement").

WHEREAS, pursuant to Tennessee Code Annotated, Section 12-9-101, et. seq. the parties have the express authority, upon approval of their governing bodies, to enter into an interlocal agreement for the joint cooperation in the provision of public services; and

WHEREAS, County intends to establish a county wide high-speed notification system which will include a contract with Everbridge to provide the software for the system; and

WHEREAS, Williamson County will pay Everbridge on an annual basis for the software and services; and

WHEREAS, Brentwood, Franklin and WCECD have agreed to reimburse the County on an annual basis to assist in the cost of the software and related services needed to provide the county wide high-speed notification system:

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 certain financial and operational responsibilities of the parties concerning the provision of a county wide high-speed notification system to improve communications within the different emergency response entities and with the public.

2. CONTRACT FOR SOFTWARE AND SERVICES. County will execute a contract through the General Services Administration which was obtained through a competitive bidding process. County will be the sole party to the GSA contract and shall be responsible for ensuring the contract terms are fulfilled.

3. COMPENSATION. County will pay to Everbridge a fee of \$70,097.96 for the first year of services and an annual fee of \$63,597.96 for each year thereafter for the term of the contract.

4. REIMBURSEMENT.

a. First Year Reimbursements. The parties shall reimburse the County the following amounts prior to January 1, 2014, or within 30 days from the date this Agreement is fully executed by the individual parties should the Agreement not be executed prior to December 1, 2013, in lawful money of the United States of America:

1. Franklin shall reimburse the County \$15,400.00;
2. Brentwood shall reimburse the County \$17,349.00;
3. WCECD shall reimburse the County \$29,348.96.

b. Subsequent Year Reimbursements. The parties shall reimburse the County the following amounts prior to September 30, 2014 and thereafter prior to September 30 of each subsequent year of the County's contract with Everbridge in lawful money of the United States of America:

1. Franklin shall reimburse the County \$15,400.00;
2. Brentwood shall reimburse the County \$17,349.00;
3. WCECD shall reimburse the County \$22,848.00.

c. Each party shall be responsible for obtaining approval from their respective legislative bodies to fund the annual reimbursement amounts.

5. TERM. The Term of this Agreement shall extend from the date this Agreement has been signed by all parties and shall continue from year to year for the full term of the contract the County has with Everbridge. In no event shall the term of this Agreement, including extensions, exceed 5 years.

6. TERMINATION.

a. Convenience. Any party may terminate this Agreement by providing notice prior to September 30 of each year to all other parties to this Agreement at the time the notice is given. Such termination will become effective on January 1 of the following year. No further obligations or liabilities shall be imposed upon the withdrawing party after termination for convenience.

b. 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. Termination shall become effective immediately if the breach is not cured within the seven day period. Upon breach or default of any of the provisions set forth herein, the non-breaching party shall be entitled to any and all damages and other equitable relief permitted under the laws of the State of Tennessee.

c. Lack of Funding. Should any party fail, after exercising good faith effort, to obtain the funding to fulfill the parties obligations contained herein, then the party shall have the right to terminate this Agreement immediately upon providing written notice to the other party. The terminating party shall remain responsible and shall pay all costs accumulated prior to the termination of this Agreement to all other parties. Termination for lack of funding shall not be deemed termination for breach

d. Effect of Termination. This Agreement shall continue in effect with respect to all parties that have not withdrawn unless the number of active parties is reduced so that only one party remains.

7. INSURANCE. Each Party shall be responsible for obtaining and maintaining its own liability and property insurance against losses or liability related to this Agreement.

8. 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.

9. 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., and 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.

10. NOTICE. The individuals identified in this section, with appropriate input from public safety staff, shall develop and approve joint policies and procedures for: (1) responding to requests for notifications that include areas both within a municipality and outside that municipality and (2) requests for backup services when the notification system used by one of the parties hereto is unavailable or fails to operate as needed. Notice of the need for backup services under this Agreement will be in person, by telephone, or by such other means as may be reasonably used to apprise the backup party of the initiating party's need for services under the circumstances. All other notices under this Agreement, with the exception of equipment testing, shall be given in writing, addressed to the following persons:

To: Williamson County
Attn: Office of Public Safety Director
1320 West Main St., Suite B-25
Franklin, TN 37064

To: City of Brentwood
Attn: City Manager
5211 Maryland Way/P. O. Box 788
Brentwood, TN 37024

To: City of Franklin
Attn: City Administrator
103 3rd Ave S.
Franklin, TN 37064

**To: Williamson County Emergency
Communication District**
Attn: Chairman
1320 West Main St. Suite B-25
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.

11. 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 the Interlocal Cooperation Act.

c. Dispute Resolution. The parties may agree to participate in non-binding mediation in an attempt to resolve any disputes. Notwithstanding the forgoing 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 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.

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, becomes 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 both parties.

IN WITNESS WHEREOF, each party has caused this interlocal agreement to be executed by an authorized person effective as of the date and year written below.

Williamson County

City of Brentwood

By _____ Date _____

By _____ Date _____

City of Franklin

**Williamson County Emergency
Communication District**

By _____ Date _____

By _____ Date _____