

**MEMORANDUM OF UNDERSTANDING BETWEEN WILLIAMSON COUNTY, TENNESSEE, THE CITY OF BRENTWOOD, THE CITY OF FRANKLIN, AND THE WILLIAMSON COUNTY EMERGENCY COMMUNICATION DISTRICT**

**SUBJECT:** Memorandum of Understanding, (MOU), between WILLIAMSON COUNTY, TENNESSEE, (“County”), the CITY OF BRENTWOOD, (“Brentwood”), the CITY OF FRANKLIN, (“Franklin”), and the WILLIAMSON COUNTY EMERGENCY COMMUNICATION DISTRICT, (“WCECD”), for the joint cooperative undertaking concerning the establishment and operation of a county-wide radio and notification system.

**Whereas,** it is the intent of the parties to jointly establish and operate a county-wide radio and notification system;

**Whereas,** each party recognizes the importance of coordinating efforts and information during times of disaster and the value of public safety in general; and

**Whereas,** the parties have created a public safety work group, which is comprised of key staff for the purpose, among other things, of providing guidance and suggestions relative to a joint 800 MHz radio system; and

**Whereas,** the parties have agreed to cooperate throughout the ongoing process to provide a county-wide radio and notification system and to share in the cost and provision of resources to be solemnized in an interlocal agreement to be executed by the parties at a later time:

- 1. Purpose.** The parties agree that entering into this MOU is to the mutual benefit of all parties. The objective of this MOU is to provide a framework for cooperation between the parties in the establishment, implementation and operation of a county-wide radio and notification system.
- 2. Separate Entity.** This MOU does not create a separate entity, nor should it be interpreted as creating a separate entity under any circumstances.
- 3. Cost to Each Party.** Unless provided in an interlocal executed by all parties hereto, the parties agree that each party shall be financially responsible for its tasks in achieving the preliminary stages to establish and operate a county-wide radio system prior to the execution of an interlocal agreement.
- 4. Coordinating Committee.** The parties acknowledge that a public coordinating committee made of emergency response personnel, law enforcement personnel, public works personnel and political leaders is desired and agree that the parties will cooperate in the creation of a coordinating committee to advise and oversee the coordinating efforts of a county-wide radio system.
- 5. Good Faith Negotiations.** The parties agree to negotiate in good faith an interlocal agreement that will define the parties’ responsibilities and financial obligations as well as future agreements with private and public entities for the furtherance of creating a county-wide radio system.
- 6. Term.** This MOU shall become effective on the date it is fully executed and shall continue until June 30, 2015.
- 7. Termination for Convenience.** Either party may terminate this MOU at any time and without cause upon providing the other party with a minimum of 30 days’ notice. This MOU may be terminated at any time by agreement of the parties.
- 8. Termination for Cause.** Should either party fail to fulfill, in a timely and proper manner, its material obligations under this MOU then the non-breaching party shall provide notice to the breaching party to cure the breach. The breaching party shall have 10 calendar days to cure the breach. Should the breaching party fail to cure the breach within the 10 days, then the non-breaching party shall have the right to immediately terminate this MOU without providing additional notices.
- 9. Compensation.** Except as specifically provided herein, consideration for this MOU shall consist of the mutual understandings contained herein. The parties agree that monetary compensation shall neither be expected nor received by either party.
- 10. Conflict with Laws.** Nothing in this MOU is intended to conflict with current applicable laws or regulations.
- 11. Modification.** This MOU may be modified upon the mutual written consent of the parties.
- 12. Independent Entities.** The relationship of the parties shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this MOU. The parties

hereto shall not 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 to this MOU contrary to the terms of this paragraph. Each party shall maintain its own identity in providing services. Each party is separately responsible for establishing its own policies and financing its own activities.

**13. Nature of Memorandum of Understanding.** The parties expressly acknowledge and agree that this MOU sets forth the terms and conditions governing the roles and responsibilities of each party.

**14. 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, or other cause of similar or dissimilar nature beyond its control.

**15. Severability.** Should any provision of this MOU 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 MOU.

**16. Discriminatory Practices.** No party shall subscribe to any policy or practice which permits or allows the refusal of services to individuals in need due to the individual's race, creed, color, national origin, age, sex or which is in violation of any applicable laws.

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

**18. Required Approvals.** Each party shall be responsible for receiving all approvals from the appropriate governing bodies prior to executing this MOU as well as future required approvals in a diligent manner.

**19. Miscellaneous.** The complete understanding between the parties is set out in this MOU, and this MOU supersedes and voids all prior and contemporaneous understandings, except as herein contained. The headings in this MOU are for convenience and reference and are not intended to define or limit the scope of any provisions of this MOU. This MOU is not intended to be enforceable in any court of law or dispute resolution form. The remedy for non-performance under this MOU shall be termination of this MOU.

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

**Williamson County, Tennessee:**

**City of Brentwood:**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

\_\_\_\_\_  
City Attorney

**City of Franklin**

**Williamson County Emergency  
Communication District**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

\_\_\_\_\_  
City Attorney