

**INTERLOCAL AGREEMENT BETWEEN THE
CITY OF FRANKLIN, TENNESSEE, AND WILLIAMSON COUNTY, TENNESSEE, CONCERNING THE
CONSTRUCTION AND OPERATION
OF A JOINT FIRE STATION AND EMERGENCY RESPONSE STATION
COF Contract No. 2018-0275**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered by and between the **CITY OF FRANKLIN**, a municipal corporation of the State of Tennessee, hereinafter referred to as “City”, and **WILLIAMSON COUNTY, TENNESSEE**, a political subdivision of the State of Tennessee, hereinafter referred to as “COUNTY”, pursuant to the Interlocal Cooperation Act, T.C.A. §§12-9-101, et. seq. and T.C.A. § 5-1-113, for the construction and operation of a joint fire station and emergency response station.

WHEREAS, Tennessee Code Annotated, Section 5-1-113 specifically provides legal authority for a county legislative body and a legislative body of any municipality that lies within the boundaries of the county to enter into any agreements as may be desirable or necessary for the purpose of permitting the county and municipality to construct, operate, or maintain, either jointly, or otherwise, desirable and necessary services or functions, under such terms as may be agreed upon by the parties’ respective legislative bodies;

WHEREAS, the City and County previously entered into an interlocal agreement in which the City provided access to the County to its sewer system in turn for a parcel of a 2.5-acre lot to enable the City to construct a fire station to service the surrounding area;

WHEREAS, the parties have agreed to expand the proposed fire station facility to provide a separate area and garage to provide emergency response services to the surrounding area; and

WHEREAS, the project will serve the needs of the Williamson County Office of Public Safety, its Emergency Management Services, and the Franklin Fire Department for the surrounding areas:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. PURPOSE. The purpose of this Agreement is to set forth the obligations and rights of the parties in the construction, operation, and maintenance of a joint fire station and emergency response station (“Project”) to increase the parties’ capabilities to provide fire and emergency response services for the surrounding area. Each party is responsible for the cost of its obligations provided herein.

2. CONSTRUCTION PHASE.

2.1. The City shall be the lead agency on the Project and shall ensure that all contracts, bids or other necessary documents are properly procured and executed. The County shall have the right to provide its own insight and input as is deemed necessary.

2.2 The City is responsible for advertising and selecting the lowest and best bidder according to applicable procurement law. The City and County shall jointly administer construction of the joint emergency response station and fire station (“Facility”) in accordance with the approved construction plans which are attached hereto. The construction plans may be amended by agreement of both parties’ chief administrator.

2.3. The County shall contribute Six Hundred Forty Thousand dollars (\$640,000.00) for the cost of designing, site preparation, and constructing its portion of the Facility, including but not limited to, the separate emergency response bay and living quarters. The City shall be responsible for all costs associated with the design, site preparation, and construction of its portion of the Facility. The County shall submit payment to the City prior to either a Temporary or Final Certificate of Occupancy being issued by the City, whichever comes first.

2.4. The parties will jointly and equally contribute to all aspects concerning the construction of the paved ingress/egress to be constructed in accordance with the construction plans developed by the City. The City shall be responsible for bidding and procuring the contracts for all aspects of the construction of the ingress/egress. The County shall submit payment to the City within forty-five (45) days of the City submitting documentation to the County of the costs incurred in the design and construction of the paved ingress/egress.

2.5 Should change orders be needed by either party, that party shall bear the sole cost of the change.

2.5 Any future capital improvements or capital repairs that affect the entire facility shall first be approved by both parties and shall be based upon selection of architects, construction bids, budgetary appropriations, and administration in the same manner. Each party's contribution shall be based on the parties' square footage of their area. Any cost associated with needed joint capital improvements shall be subject to mutual approval and shall be calculated on each party's square footage. Neither party shall conduct needed improvements that may affect the other party's use of its portion of the Facility without first obtaining written permission.

3. Post Construction Operation and Maintenance.

3.1. Unless otherwise provided herein, each party shall be responsible for all repairs and maintenance to their respective areas of and within the Facility except for any damage caused by the negligence or willful act of the other party, its agents, employees, invitees, or licensee.

3.2. The City shall be responsible for all costs associated with the initial landscaping within its parcel as well as all costs associated with the continued maintenance and care of the landscaping.

3.3. The parties shall be responsible for the cost and maintenance of its utilities. Should any utilities be billed as one bill, the parties shall be responsible for their cost based on a pro rata share of each party's square footage.

3.4. Either party may conduct improvements or repairs on the interior of their respective areas as it deems necessary. Notice of any improvements to the structure will not be initiated until thirty (30) days' notice has been provided to the other party.

3.5. The City and County shall share in the cost of the maintenance and repair of the shell structure based on the pro rata share of each party's square footage. The County shall submit payment to the City within forty-five (45) days of the City submitting documentation to the County of the costs incurred.

3.6 In the event any modifications made to the Facility by either party interferes with the other party's operation, maintenance, or use of its portion of the Facility or access to the Facility, the interfering party shall, at its sole cost, upon receipt of written notice from the other, eliminate the interference.

3.7. Each party will be responsible for the procurement of its furniture, computers, electronics, equipment, and household items needed to use their respective areas of the Facility.

4. Miscellaneous.

4.1. Term of Agreement and Renewal. The initial term of this Agreement shall be for *ten (10) years*, commencing upon the date in which this Agreement is signed by both parties, herein referred to as the "commencement date". **Because the parties are aware of the vast amount of public resources that each party is providing under this Agreement to construct the Facility and related improvements, this Agreement may not be terminated for convenience during its initial ten (10) year term.** This Agreement shall terminate at midnight on the last day of the month in which the tenth annual anniversary of the Commencement Date shall have occurred unless the term is extended. This Agreement shall be extended for two (2) additional ten (10) year terms. Each renewal term shall be on the same terms and conditions as set forth herein. This Agreement shall automatically be renewed for each successive renewal term unless this Agreement is terminated as provided for herein. Unless otherwise provided for herein, either party may terminate this Agreement during either of the extended terms by providing the other party a one (1) year prior written notice of the termination.

4.2 Prohibition of Encumbrances. The parties shall not engage in any financing or any other transactions creating any mortgages, mechanic's or materialman's liens, or any other encumbrances or liens or claims of any kind upon the Facility. It is distinctly understood and agreed that any persons, firm, or corporation furnishing materials or performing labor to the Facility, shall look only to the authorizing entity for any payment, and that no lien or claim shall be allowed to attach to the Facility.

4.3 Termination. This Agreement may be terminated upon the occurrence of any of the following:

4.3.1. Should either party fail to fulfill in a timely and proper manner, its obligations under this Agreement, or if either party should violate a material term of this Agreement, the non-breaching party shall provide the breaching party with written notice of the breach. The breaching party will then have ninety (90) calendar days from the receipt of the notice to cure the breach. Should the breaching party be unable to cure the breach within ninety (90) calendar days then the parties may agree in writing to a reasonable extension to cure the breach. Should the breaching party fail to cure the breach, the non-breaching party may seek any available legal remedies; and

4.3.2. By written agreement of the parties.

4.3.3. Upon termination of this Agreement by expiration of term or otherwise, the terminating party must provide the other party the right of first refusal to purchase the terminating parties interest in the Facility for fair market value less depreciation. In the case of the County terminating the agreement, land value will not be included in the fair market value as the land is owned by the City.

4.4 Modification, Amendment to the Agreement. This Agreement may not be modified, amended, or extended verbally or by conduct, but only by a written document duly executed by both parties.

4.5 Assignment. The rights and obligations under this Agreement are not assignable without first obtaining written permission from the other party. This Agreement shall only be assignable to another governmental or public entity that provides the same or similar emergency services as the assigning party.

4.6 Security. The parties' officers, employees, servants, agents, and guests shall comply with all security requirements of the Facility. Each party shall be diligent in keeping their area of the Facility secure by observing security measures. Neither party shall be responsible or liable for damages or destruction of the other's area in the Facility, except if the damage is due to the party's negligence. The County and City reserve, in their individual capacity, the right to eject and/or bar from entry to the Facility, anyone not authorized to be in the Facility.

4.7 Insurance. Each party shall be responsible for maintaining insurance at a rate to cover the cost of replacement of their personal and real property.

4.8. Remedies. Upon breach or default of any of the provisions set forth herein, each party shall be entitled to any damages or other equitable relief permitted under the laws of the State of Tennessee.

4.9 Notices. All notices, requests, demands and other communications hereunder, shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

CITY

Eric Stuckey,
City Administrator
City Hall
109 Third Ave. South
Franklin, TN 37064

COUNTY

Rogers Anderson
Williamson County Mayor
Administrative Complex, Suite 125
1320 West Main Street
Franklin, TN 37064

4.10 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.

4.11 Headings. All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

4.12 Point of Contact. Each party's building maintenance director shall be the point of contact concerning the provisions of this Agreement.

4.13 Compliance with Laws. The parties shall comply with all laws of the United States of America, the 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 and shall not permit or commit any strip or waste of the Facility.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the County and the City have executed this Agreement effective as of the date and year first above written.

ATTEST:

CITY OF FRANKLIN, TN

BY: Eric Stuckey
City Administrator

BY: DR. KEN MOORE
MAYOR

Approved as to form by:

Shauna R. Billingsley
City Attorney

ATTEST:

WILLIAMSON COUNTY, TN

BY:

BY: ROGERS ANDERSON
COUNTY MYOR