
**INTERLOCAL AGREEMENT BETWEEN
WILLIAMSON COUNTY SCHOOLS AND THE CITY OF FRANKLIN, TENNESSEE
COF Contract No 2018-0283**

THIS INTERLOCAL AGREEMENT, (“Agreement”), is made and entered into pursuant to Tennessee law, by and between **WILLIAMSON COUNTY SCHOOLS**, (hereinafter “WCS”), and the **CITY OF FRANKLIN, TENNESSEE**, (hereinafter “City”), concerning the installation of a sanitary sewer infrastructure.

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 Oak View Elementary School, located on Henpeck Lane, is located just outside of the City limits and is served by a small onsite sanitary sewer system or “package plant”; and

WHEREAS, WCS owns approximately 35 acres of land, adjacent to the Oak View Elementary School, that has been identified as a potential site for a new middle school (grades 6th through 8th); and

WHEREAS, the City maintains and operates a sanitary sewer collection system and is in the process of expanding the system to Oakview Elementary School and the potential site for a new middle school; and

WHEREAS, WCS and the City have agreed to share in the cost associated with the extension of the sanitary sewer 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 the obligations of the parties necessary to carry out the intent of this Agreement for the provision of sanitary sewer services to Oak View Elementary School and the new middle school described above.

2. **CREATION OF SEPARATE ENTITY**. This Agreement does not create a separate entity, nor shall it be interpreted as creating a separate entity under any circumstances.

3. **TERM**. This Agreement shall become effective on the date it is fully executed and shall continue until the parties have fully fulfilled their obligations provided hereunder or until the agreement is terminated as provided herein. Understanding the large financial investment each party is making, this Agreement shall only be terminated for convenience upon written agreement of the parties.

4. **TRANSFER OF PROPERTY INTEREST**. For good and valuable consideration, WCS agrees to grant temporary construction easements and permanent easements needed to install the Sanitary Sewer Infrastructure. The conceptual sanitary sewer alignment is shown on **Exhibit A**.

5. **ACCESS TO SEWER COLLECTION SYSTEM**. The City shall design, permit, and acquire all easements and rights-of-way and construct all sanitary sewer main lines and related sanitary sewer

improvements and appurtenances needed to expand the sanitary sewer services as shown on Exhibit A. The City shall determine the location of the sanitary sewer main lines and related sanitary sewer improvements ("Sanitary Sewer Infrastructure") within the available rights-of-way and or easements. The point of connection to the City's sanitary sewer line on Henpeck Lane shall be at such location as the parties mutually agree. WCS shall be responsible for the cost to run the sanitary sewer lines from any existing or proposed facilities to the point of connection.

6. SANITARY SEWER CONNECTION FEES. The City agrees to offset 100% of the cost associated with the sanitary sewer Access Fee's for Oakview Elementary School and the potential Williamson County Middle School at the time WCS makes application to connect to City's Sanitary Sewer System. WCS shall be required to pay all other connection fees currently in effect at the time of application/connection.

7. FUNDING.

- a. Each Party shall be responsible for obtaining approval of the parties' legislative bodies, appropriation of funds to carry out the duties and responsibilities as set out in this Agreement and under applicable law. The parties agree to act in good faith in seeking the appropriation of funds from their respective legislative bodies.
- b. WCS and the City shall equally split (50/50) the cost associated with the design, permitting, easement acquisition, construction management, and construction of Line A as shown on **Exhibit A**.
- c. WCS shall be responsible for 100% of the cost associated with the design, permitting, easement acquisition, construction management and construction of Line B as shown on **Exhibit A**.

8. REIMBURSEMENT.

- a. The City may submit periodic invoices to WCS during construction (not more frequently than every thirty days), which invoices shall be payable within 30 days after approval by WCS. Invoices shall include copies of approved contracts and invoices associated with the Sanitary Sewer Improvements and copies of checks to show proof of payment.
- b. Within 60 days of completion and acceptance of the improvements, WCS and the City shall settle on a final billing. The City will provide reasonable documentation for all such cost.

9. ANNEXATION. WCS agrees to annex the properties known as Map 106 Parcel 9.01 (Oak View Elementary School) and Map 105 Parcel 28.03 (Potential Middle School property) into the City of Franklin, TN, prior to making any connections to the City of Franklin Sanitary Sewer System.

10. 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.

11. 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.

12. NOTICE. All notices under this Agreement shall be given in writing, addressed to the following persons:

To: Williamson County School

Attn: Superintendent
1320 West Main St.
Franklin, TN 37064

To: City of Franklin

Attn: City Administrator
109 3rd Avenue South
Franklin, TN 37064

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

13. 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, 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 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.

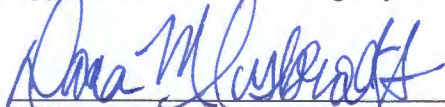
Williamson County Schools:

By: 
Date: 3/15/19

City of Franklin:

By: _____
Date: _____

Approved as to form and legality:


Williamson County Schools Attorney

Approved as to form and legality:

Shauna R. Billingsley, City Attorney

