

RESOLUTION NO. 25-160

A RESOLUTION TO AUTHORIZE THE CITY OF SPRING HILL TO EXECUTE AMENDMENT A TO THE JOINT CONTRACT BETWEEN WILLIAMSON COUNTY, TENNESSEE AND THE CITY OF SPRING HILL, TENNESSEE FOR THE CONTINUED HOUSING OF COMPUTER SERVERS AT THE WILLIAMSON COUNTY OFFICE OF PUBLIC SAFETY

WHEREAS, the City of Spring Hill, Tennessee previously entered a Joint Contract with Williamson County, Tennessee, effective July 1, 2022, for the housing of multiple computer servers at the Office of Public Safety located at 304 Beasley Drive, Franklin, Tennessee, serving multiple public benefit entities; and

WHEREAS, the original Contract provided for an initial term of three (3) years with the option to extend the Contract upon mutual written agreement of both parties; and

WHEREAS, the parties now wish to execute **Amendment A** to extend the Contract for an additional one (1) year term, with the option to further extend the Contract for up to three (3) additional one-year terms, provided all extensions are properly approved and executed as required; and

WHEREAS, the City of Spring Hill desires to continue participation in this joint agreement, which provides valuable services to the City and supports regional information technology infrastructure; and

WHEREAS, all remaining provisions of the original Contract not in conflict with this Amendment shall remain in full force and effect;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF SPRING HILL, TENNESSEE, AS FOLLOWS:

SECTION 1. The Board of Mayor and Aldermen hereby authorizes the execution of **Amendment A** to the Joint Contract between Williamson County, Tennessee and the City of Spring Hill, Tennessee, as outlined in the attached agreement.

SECTION 2. The Mayor is authorized to sign the amendment and any related documents necessary to effectuate the intent of this resolution.

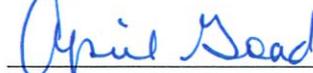
SECTION 3. This resolution shall take effect immediately upon its passage, the public welfare requiring it.

Passed and adopted this 7th day of July, 2025.



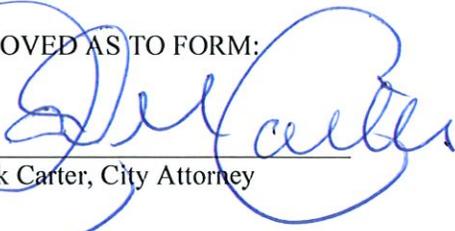
Matt Fitterer, Mayor

ATTEST:



April Goad, City Recorder

APPROVED AS TO FORM:



Patrick Carter, City Attorney

RESOLUTION 22-108

**A RESOLUTION TO APPROVE A MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SPRING HILL AND WILLIAMSON COUNTY, TN.
REGARDING THE STORAGE OF COMPUTER SERVERS**

WHEREAS, Spring Hill Police Department is in the process of switching to Central Square Records Management System, (RMS) which includes computer servers; and

WHEREAS, Williamson County houses multiple computer services at the Public Safety Facility-911 Emergency Operations Centers, to include Central Square Computer Aided Dispatch, (CAD); and

WHEREAS, both parties agree that Williamson County should house the servers at their facility allowing for both parties to simultaneously access mobile data at no cost to the City; and

WHEREAS, the initial term of this Contract shall be for three (3) years and extend from July 1, 2022 to June 30, 2025, Exhibit A.

NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill Board of Mayor and Alderman hereby approves the Memorandum of Understanding between the City of Spring Hill and Williamson County, Tn. regarding the storage of police computer servers at the Williamson County Public Safety Facility-911 Emergency Operations Center for simultaneously accessing mobile data and authorizes the Mayor to sign the Memorandum of Understanding.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 6th day of June, 2022.



Jim Hagaman, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney

**JOINT CONTRACT
FOR SERVER SUPPORT BETWEEN WILLIAMSON COUNTY, TENNESSEE
AND THE CITY OF SPRING HILL, TENNESSEE**

THIS JOINT CONTRACT ("Contract") is entered into by and between WILLIAMSON COUNTY, TENNESSEE, a political subdivision of the State of Tennessee located at 1320 West Main Street, Franklin, Tennessee 37064 ("County"), and the CITY OF SPRING HILL, TENNESSEE, a municipal political subdivision of the State of Tennessee located at 199 Town Center Parkway, Spring Hill, Tennessee 37174 ("City");

WHEREAS, County houses multiple computer services at the Public Safety Facility-911 Emergency Operations Center located at 304 Beasley Drive, Franklin, Tennessee ("Center");

WHEREAS, the City operates the Spring Hill Police Department for its citizens located in both Williamson County and Maury County, Tennessee;

WHEREAS, the parties recently became aware of issues concerning the parties' access to the mobile data jointly and simultaneously;

WHEREAS, to remedy the issue of access to mobile data, the parties have determined that installing a City-owned and/or operated RMS server at the Center; and

WHEREAS, it is the intent of the parties to establish terms and obligations that shall be binding on the parties unless otherwise specifically excluded from the terms of this Contract.

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

**ARTICLE I
PURPOSE**

This Contract sets forth the obligations and duties of the parties concerning a license to use, install, and store a City-owned RMS server at the Center to permit parties to simultaneously access mobile data. The purpose of this Contract is to improve access to City's mobile data to assist in the provision of law enforcement and emergency response services.

**ARTICLE II
RESPONSIBILITIES AND OBLIGATIONS**

- A. County shall provide, in its discretion and at a location in the Center that the County determines is suitable for the installation and maintenance of a RMS server operated by City for the purpose of providing joint access to the City's mobile data. The location shall maintain cooling and humidity levels required for the RMS server operations.
- B. County shall provide access anytime during business hours for maintenance, repairs, upgrades, or decommissioning / replacement of equipment.
- C. County shall be responsible for providing electricity and ethernet circuit for the RMS server operations.

**ARTICLE III
TERM AND TERMINATION**

- A. **Term.**

The initial term of this Contract shall be for three (3) years and extend from July 1, 2022 to June 30, 2025. This Contract may not be extended unless agreed in writing by the parties. The option to extend shall

be exercised and in the discretion of the Williamson County Purchasing Agent. To be effective, any extension must be approved by the County's Attorney and the Purchasing Agent and signed by the Williamson County Mayor. In no event shall the term of this Contract extend beyond five (5) years.

B. Termination.

1. **Termination - Breach.** Should either party fail to fulfill, in a timely and proper manner, its obligations under this Contract or if it should violate any of the terms of this Contract, the nonbreaching party shall provide notice to the breaching party to cure the breach. The breaching party shall have ten (10) calendar days to cure the breach. Should the breaching party fail to cure the breach within ten (10) days, then the nonbreaching party shall have the right to immediately terminate this Contract. Such termination shall not relieve the breaching party of any liability to County for damages sustained by virtue of any breach by the nonbreaching party.

2. **Termination - Funding.** Should funding for the services and operations of the Center be discontinued for failure of County's legislative body to appropriate the funds, County shall have the right to terminate this Contract effective as of the preceding June 30 of the current fiscal year. Termination by County for lack of funding shall not in any way be considered a breach of the Contract by County and no penalties or liquidated damages shall be assessed against County.

3. **Termination - Notice.** Either party may terminate this Contract at any time upon ninety (90) calendar days' written notice to the other party. Termination will become effective ninety (90) days after the date of the notice of termination unless the termination notice provides for a different termination date beyond the ninety (90) day notice.

4. **Termination - Agreement.** The parties may agree in writing to terminate this Contract at any time.

**ARTICLE IV
COMPENSATION**

The parties acknowledge that no monetary payment shall be due to either party. The parties' obligations and requirements shall be sufficient compensation for the purposes of this Contract.

**ARTICLE V
CONFIDENTIAL INFORMATION**

In the performance of or otherwise in connection with this Contract, one party ("Disclosing Party") may disclose to the other party ("Receiving Party") certain Confidential Information of the Disclosing Party. "Confidential Information" means any information of either party, which is not generally known to the public, whether of a technical, business, or other nature (including, but not necessarily limited to: trade secrets, know how, computer program source codes, and information relating to County's business plans, structural vulnerability, promotional and marketing activities, finances, and other business affairs of such party); whether conspicuously marked or otherwise identified as confidential or proprietary information. To the extent permissible by applicable law, the Receiving Party will treat such Confidential Information as confidential and proprietary of the Disclosing Party and will use such Confidential Information solely for the purposes for which it is provided by the Disclosing Party and will not disclose such Confidential Information to any third party (other than a third party under contract whereby that third party has agreed in writing to keep the Confidential Information confidential).

**ARTICLE VI
LIMITATION ON LIABILITY**

To the extent permissible under applicable law, City acknowledges and agrees that County shall have no liability whatsoever for unauthorized access to, or alteration, theft, or destruction of, the City's data files, programs, or information through accident or fraudulent means or devices, unless caused by the gross negligence of County, its employees, subcontractors, or agents. Under no circumstances, including negligence, will County, its officers, agents, or anyone else involved in creating, producing, or distributing County's service,

be liable for any direct, indirect, incidental, special, or consequential damages that result from the use of any part of the Center.

**ARTICLE VII
INSURANCE REQUIREMENTS**

Without limiting its liability under this Contract, City will procure and maintain at its expense during the life of this Contract any/all applicable insurance types in the minimum amounts established and agreed by the parties but in no event lower than the replacement cost of the servers:

**ARTICLE VIII
GENERAL PROVISIONS**

A. **Resolution by Court of Law; Non-binding Mediation.** Claims, disputes, or other matters in question between the parties to this Contract arising out of or relating to this Contract or breach thereof, shall be subject to and decided by a court of law. The parties can agree to non-binding mediation prior to litigation.

B. **Choice of Law.** The validity, construction, and effect of this Contract and any and all extensions and/or modifications thereof shall be governed exclusively by the laws of the State of Tennessee.

C. **Venue.** Any action between the parties arising from this Contract shall be exclusively maintained in the courts of Williamson County, Tennessee.

D. **Notices.**

1. **Delivery.** Except as otherwise provided herein, any notice or other communication between the parties regarding the matters contemplated by this Contract may be sent by United States mail (first class, airmail, or express mail), commercial courier, facsimile or electronic mail, in each case delivered to the address set forth below for the recipient.

2. **Receipt.** Communications shall be deemed received, if by mail, on the earlier of receipt or the third (3rd) calendar day after deposit in the mail with postage prepaid; if by courier, when delivered as evidenced by the courier's records; if by facsimile, upon confirmation of receipt by the sending telecopier; and if by electronic mail, when first available on the recipient's mail server. If received on a day other than a business day, or on a business day but after 4:30 p.m., recipient's local time, the communication will be deemed received at 9:00 a.m. the next business day.

3. **Addresses.**

i. If to County: Williamson County, Tennessee
1320 West Main Street, Suite 125
Franklin, TN 37064

ii. If to City: City of Spring Hill
199 Town Center Parkway
Spring Hill, TN 37174

E. **Assignment.** The provisions of this Contract shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. Assignment of this Contract or any of the rights and obligations of either party hereunder, in whole or in part, requires the prior written consent of the other party. Any such assignment shall not release the assigning party from its obligations hereunder without the express written consent of the other party.

F. **Severability.** Should any court of competent jurisdiction declare any provision of this Contract invalid, then such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.

G. **Entire Agreement between the Parties.** The complete understanding between the parties is set out in this Contract, and this Contract supersedes and voids all prior and contemporaneous understandings, proposals, letters, agreements, or conditions expressed or implied, oral or written, except as herein contained. Any amendment, modification, waiver, or discharge of any requirement of this Contract will not be effective unless in writing signed by the parties hereto or by their authorized representatives.

H. **Drug Free Workplace.** If applicable, City agrees to abide by all requirements set forth in Tennessee Code Annotated, Section 50-9-113, by establishing a drug free workplace program and to execute the drug free affidavit, included herewith, evidencing City's compliance.

I. **Employment Practices.** City shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex or which is in violation of applicable laws concerning the employment of individuals with disabilities. City, if applicable, agrees to execute the Fair Employment Affidavit included in this Contract evidencing City's compliance of this policy.

J. **Relationship Between the Parties.** The relationship of the parties shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this Contract. 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 contrary to the terms of this paragraph.

K. **Maintenance of Records.** City shall maintain documentation for all charges against County. The books, records, and documents of City, insofar as they relate to services performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice, by County or its duly appointed representatives. The books and records shall be maintained in accordance with generally accepted accounting principles.

L. **Anti-Deficiency Clause.** Nothing contained in this Contract shall be construed as binding County to expend any sum in excess of appropriations made by its Legislative Body for the purposes of this Contract, or as involving County in any contract or other obligation for the further expenditure of money in excess of such appropriations.

M. **Headings.** The headings in this Contract are for convenience and reference and are not intended to define or limit the scope of any provisions of this Contract.

N. **Effective Date.** This Contract shall not be binding upon the parties until it has been signed first by City and then by the authorized representatives of County and has been filed in the office of the Williamson County Mayor. When it has been so signed and filed, this Contract shall be effective as of the date first written above.

LAST ITEM ON PAGE
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties, through their authorized representatives, have affixed their signatures below.

WILLIAMSON COUNTY, TENNESSEE:

Williamson County Mayor

Purchasing Agent:

RECOMMENDED:
Department Head

Department:

APPROVED AS TO AVAILABILITY OF FUNDS:

Director of Finance

APPROVED AS TO INSURANCE:

Department of Risk Management

APPROVED AS TO FORM AND LEGALITY:

Williamson County Attorney

FILED IN THE OFFICE OF THE
WILLIAMSON COUNTY MAYOR:

Date: _____

Williamson County\Agreements\Office of Public Safety\City of Spring Hill\2022\2022.05.05 Spring Hill-Server Support K22-195.docx

CITY OF SPRING HILL, TENNESSEE:

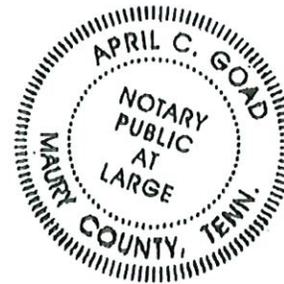
By: [Signature]

Title: Mayor

Sworn to and subscribed to before me, a Notary Public, this 6th day of June, 2022, by April Goad, the City Recorder of City and duly authorized to execute this instrument on City's behalf.

April C. Goad
Notary Public

My Commission Expires: 7-23-2022



**AMENDMENT A
EXTENSION TO THE JOINT CONTRACT BETWEEN WILLIAMSON COUNTY, TENNESSEE
AND THE CITY OF SPRING HILL, TENNESSEE**

THIS AMENDMENT A ("Amendment") is made by and between WILLIAMSON COUNTY, TENNESSEE ("County"), a county governmental entity of the State of Tennessee, and the CITY OF SPRING HILL, TENNESSEE ("City"), a municipal political subdivision of the State of Tennessee and is executed as evidenced by the undersigned and made a part of the original Joint Contract ("Contract") effective as of the 1st day of July, 2022. In the event of any conflict between this Amendment and the Contract, exhibits, or any other previously executed amendments, this Amendment shall control.

WHEREAS, County currently houses multiple computer servers at the Office of Public Safety located at 304 Beasley Drive, Franklin, Tennessee for multiple public benefit entities;

WHEREAS, the Contract was for an initial term of three (3) years with the ability to extend the Contract if agreed in writing by the parties; and

WHEREAS, the parties agree to continue to be bound by all the remaining provisions of the Contract that do not conflict with this Amendment.

NOW, THEREFORE, the parties agree to extend and amend the terms of the Contract as follows:

1. The Contract is amended by including the following clause:

The parties have agreed to extend the Contract for an additional term of one (1) year to be continuous without a break in the term. The term of the Contract shall continue on and through the 1st day of July, 2025, and end on the 30th day of June, 2026 unless otherwise terminated or extended as provided in the Contract. The Contract may be extended for three (3) additional terms of one (1) year each. To be effective, any extension must be approved by the County's Attorney and the Purchasing Agent and signed by the Williamson County Mayor. In no event shall the term of this Contract extend beyond five (5) years.

2. This Amendment shall not affect the remaining provisions of the Contract and all provisions which do not conflict with this Amendment shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized representatives on this the 7th day of July, 2025.

WILLIAMSON COUNTY, TENNESSEE:

CITY OF SPRING HILL, TENNESSEE:

Rogers Anderson, Williamson County Mayor



Signature

Phoebe Reily, Budget Director

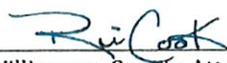
Matt Fitterer, Mayor

Print Name - Title

Leslie Mitchell, Purchasing Director

Connor Scott, Office of Public Safety Director

Jim Ruhl, Risk Manager



Williamson County Attorney