

**RESOLUTION 22-13**

**A RESOLUTION TO APPROVE ENTERING INTO AN INTERLOCAL AGREEMENT  
WITH WILLIAMSON COUNTY & THE PURCHASE OF WILLIAMSON COUNTY  
BOLD PLANNING (COOP)**

**WHEREAS**, this COOP plan is for Continuity of operations planning in the event of a disaster as small as a power outage and all the way up to a tornado; and

**WHEREAS**, each of our leadership team members will have their own logins and can create and update their plan as their department changes and grows; and

**WHEREAS**, this is a web-based program that can be accessed at any time.

**NOW, THEREFORE BE IT RESOLVED**, the City of Spring Hill Board of Mayor and Aldermen approve entering into the interlocal agreement and the purchase of the Williamson Ready Bold Planning \$3,366.75.

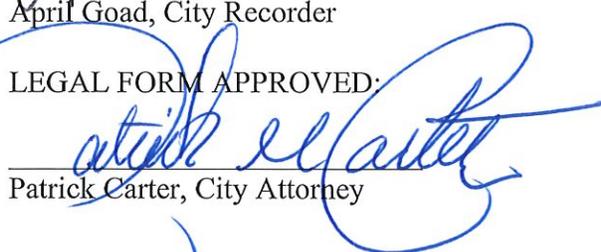
**Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill,  
Tennessee on the 7<sup>th</sup> day of February, 2022**

  
Jim Hagaman, Mayor

ATTEST:

  
April Goad, City Recorder

LEGAL FORM APPROVED:

  
Patrick Carter, City Attorney



**REQUEST:**            **Approval of Resolution 22-13**

**SUBMITTED BY:**   **Kevin Glenn, Deputy Fire Chief**

**DATE:**                **February 7, 2022**

**RE:**                    **Entering into an Interlocal agreement with Williamson County  
& the purchase of Williamson County Ready Bold Planning  
(COOP)**

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**PURPOSE:**

The purpose of this resolution is to approve the purchase of the Williamson County Ready Bold Planning (COOP).

**BACKGROUND:**

This is a continuity of operations plan for our team to use for planning in the event of a disaster and how to quickly and efficiently get their respective departments back up and operating.

**FINANCIAL IMPACT:**

Funding for this would be coming out of the general fund in the amount of \$3,366.75.

**STAFF RECOMMENDATION:**

Staff recommends approval of Resolution 22-13 of entering into an interlocal agreement with Williamson County and the purchase of Williamson County Ready Bold Planning (COOP).

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF BRENTWOOD, CITY OF FRANKLIN, CITY OF FAIRVIEW, TOWN OF  
NOLENSVILLE, TOWN OF THOMPSON'S STATION, CITY OF SPRING HILL AND  
WILLIAMSON COUNTY, TENNESSEE FOR THE REIMBURSEMENT OF COSTS ASSOCIATED WITH  
CONTINUITY OF OPERATIONS PLANNING MODULE**

**THIS INTERLOCAL AGREEMENT** ("Interlocal") is entered into by and between the City of Brentwood, Tennessee, the City of Franklin, Tennessee, the City of Fairview, Tennessee, the Town of Nolensville, Tennessee, the Town of Thompson's Station, Tennessee, the City of Spring Hill, Tennessee (individually referenced as "Municipality" and jointly referenced as "Municipalities"), and Williamson County, Tennessee (referenced as "County"), to set forth the individual entities' financial responsibilities to reimburse County for the purchase of Continuity of Operations Planning Module (referenced as "COOP") from BOLDplanning (referenced as "Vendor").

The parties execute this Interlocal pursuant to the Interlocal Cooperation Act found at Tennessee Code Annotated, Section 12-9-101, et. seq.. The purpose of this Interlocal is to establish each party's financial responsibilities concerning reimbursement of costs for the purchase of the COOP. The COOP will permit the development and maintenance of each party's operation planning module.

**NOW THEREFORE**, the parties enter into the following terms and conditions:

**I. Purchasing COOP.**

County shall purchase the COOP from the Vendor with the understanding and agreement of the Municipalities to reimburse County for their individual costs based on a Municipality's Full Time Equivalents (referenced as "FTEs").

**II. Reimbursement of Costs.**

Each Municipality shall reimburse County for the initial cost to purchase the license to the COOP software at a total cost of Thirty-Six Thousand Three Hundred Ninety-One and 00/100 Dollars (\$36,391.00) to be reimbursed in accordance with the following schedule of values as agreed upon by the parties:

- A. City of Brentwood – Four Thousand One Hundred Fifty-Nine and 00/100 Dollars (\$4,159.00).
- B. City of Fairview – Eight Hundred Seventy-Seven and 00/100 Dollars (\$877.00)
- C. City of Franklin – Eleven Thousand Three Hundred Forty-Four and 00/100 Dollars (\$11,344.00).
- D. Town of Nolensville – Five Hundred Twenty-Nine and 00/100 Dollars (\$529.00)
- E. Town of Thompson's Station – One Hundred Ninety-Seven and 00/100 Dollars (\$197.00)
- F. City of Spring Hill – Three Thousand Nine Hundred Forth-Eight Dollars (\$3,948.00)
- G. County is responsible for its share of the cost which is Fifteen Thousand Three Hundred Thirty-Seven and 00/100 Dollars (\$15,337.00) in addition to the cost of the training.

In the event the County determines to renew the license agreement for additional one (1) year terms with the Vendor for maintenance and updates to the COOP Module, each municipality shall reimburse County the following schedule of values for each subsequent term:

- A. City of Brentwood – One Thousand Eight Hundred Fifty-One and 00/100 Dollars (\$1,851.00)
- B. City of Fairview – Three Hundred Ninety and 00/100 Dollars (\$390.00)
- C. City of Franklin – Five Thousand Forty-Eight and 00/100 Dollars (\$5,048.00)
- D. Town of Nolensville – Two Hundred Thirty-Six and 00/100 Dollars (\$236.00)
- E. Town of Thompson's Station – Eighty-Seven and 00/100 Dollars (\$87.00)
- F. City of Spring Hill – One Thousand Seven Hundred Fifty-Seven and 00/100 Dollars (\$1,757.00)
- G. County is responsible for its share of the cost which is Six Thousand Eight Hundred Twenty-Four and 00/100 Dollars (\$6,824.00).

Each Municipality shall reimburse the County for the amounts specified above within thirty (30) days of receipt of a detailed invoice from County.

**III. Term.**

The Term of this Interlocal shall extend from the date this Interlocal is fully executed by the parties and shall continue for the length of the Contract between County and Vendor unless otherwise terminated as provided herein.

**IV. Termination.**

- A. For Convenience. The parties can agree to terminate this Interlocal upon unanimous affirmative vote of the parties. Should any party decide to withdraw from participation in this Interlocal, the withdrawing party shall provide notice of termination no later than April 1 of each fiscal year effective on the following June 30 to enable the remaining parties to continue to budget for the annual cost.
- B. Termination for Cause. Failure of any party to fulfill its financial responsibilities to County shall be grounds for suspension of any Municipality who violated the terms, from participation in this Interlocal until such violations have been corrected to the satisfaction of County. Termination for cause shall not relieve the violating Municipality from any liability to County, and County specifically reserves all rights contained in this Interlocal and applicable law.
- C. Effect of Termination. This Interlocal 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. Any party withdrawing from this Interlocal shall maintain any rights it has purchased in the COOP.

- V. **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Interlocal. No person or entity other than a party to this Interlocal 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 Interlocal.

**VI. Miscellaneous.**

- A. Relationship of the Parties. 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 Interlocal.
- B. Binding Effect. This Interlocal 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 Interlocal arising out of or relating to this Interlocal or breach thereof shall be subject to and decided by a court of law.
- D. Specific Performance. The parties recognize that the rights afforded to each under this Interlocal are unique and, accordingly, the individual parties 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.
- E. Cooperation. The parties agree to cooperate fully in order to successfully execute the terms and conditions of this Interlocal, including obtaining all regulatory and governmental approvals required to carry out the terms of this Interlocal, 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 Interlocal.
- F. Liability. Each party shall be responsible for its own actions and the actions of their employees, contractors, subcontractors, and agents conducted pursuant to this Interlocal. No party shall be liable for claims against the other party unless liability is imposed under the Tennessee Governmental Tort Liability Act.

- G. Choice of Law and Forum. This Interlocal shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this Interlocal, or any amendments made 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.
- H. Assignment. Due to the limitations of the type of entities permitted to be parties to an interlocal, the parties agree that the rights and obligations of the parties are not assignable.
- I. Waiver. No waiver of any provision of this Interlocal shall be valid unless in writing and signed by the parties against who charged.
- J. Severability. If any one or more of the covenants, agreements, or provisions of this Interlocal 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 Interlocal.
- K. Sovereign Immunity. Notwithstanding anything contained in this Interlocal or any other document related to the conditions and terms of this Interlocal to the contrary, nothing in this Interlocal nor any document, statement, or omission of any party, its officers, employees, or agents, shall be construed to be a waiver of a party's sovereign immunity.
- L. Headings. The headings in this Interlocal are for convenience and reference and are not intended to define or limit the scope of any provisions of this Interlocal.

IN WITNESS WHEREOF, the parties have executed this Interlocal on this \_\_\_\_ day of \_\_\_\_\_, 2022.

**CITY OF BRENTWOOD, TENNESSEE**

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

Name/Title: \_\_\_\_\_

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

**CITY OF FAIRVIEW, TENNESSEE**

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

Name/Title: \_\_\_\_\_

**CITY OF FRANKLIN, TENNESSEE**

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

Name/Title: \_\_\_\_\_

**TOWN OF NOLENSVILLE, TENNESSEE**

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

Name/Title: \_\_\_\_\_

**TOWN OF THOMPSONS STATION, TENNESSEE**

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

Name/Title: \_\_\_\_\_

**CITY OF SPRING HILL, TENNESSEE**

By:  Date: 2-7-2022

Name/Title: Jim Hagan, Mayor

**WILLIAMSON COUNTY, TENNESSEE**

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

Name/Title: \_\_\_\_\_