

RESOLUTION 22-246

**A RESOLUTION AUTHORIZING THE MAYOR
TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF SPRING HILL AND
WILLIAMSON COUNTY, TN**

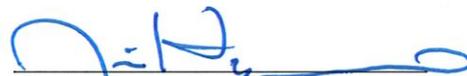
WHEREAS the safety of the citizens of Spring Hill is a high priority to the Board of Mayor and Aldermen; and

WHEREAS the Board of Mayor and Aldermen wishes to enter into an agreement of mutual cooperation with Williamson County, Tennessee for the provision and operation of an Outdoor Warning System.

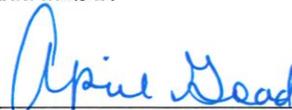
WHEREAS all terms of the agreement are outlined and specified in the attached "Memorandum of Understanding, K#22-435" and is attached as part of this Resolution No. 22-246.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, that the mayor is hereby authorized to execute a Memorandum of Understanding, as stated in the attached Memorandum of Understanding, in being in the best interest of the citizens of Spring Hill.

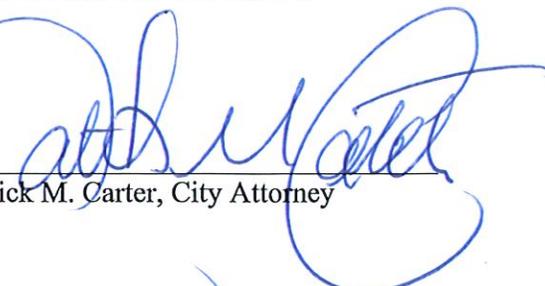
Passed and adopted this 7th day of November, 2022.


Jim Hagaman, Mayor

ATTEST:


April Goad, City Recorder

LEGAL FORM APPROVED:


Patrick M. Carter, City Attorney

**MEMORANDUM OF UNDERSTANDING
BETWEEN WILLIAMSON COUNTY, TENNESSEE AND THE CITY OF SPRING HILL, TENNESSEE**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by and between WILLIAMSON COUNTY, TENNESSEE ("County"), on behalf of its Office of Public Safety ("Department"), and the CITY OF SPRING HILL, TENNESSEE ("City"), for the mutual cooperation between the two entities for the provision and operation of an Outdoor Warning System ("OWS").

- I. **Parties.** County and City are Tennessee governmental entities and as such are authorized to execute cooperative memorandums of understanding.
- II. **Purpose of MOU.** City and County own, operate, and maintain separate OWS's within the City's boundaries. City has requested that the Williamson County Public Safety Office operate City's OWS's in conjunction with County's OWS's that are located within City's jurisdictional boundaries.
- III. **Funding.** 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. Each party shall be responsible for its costs associated with the responsibilities contained herein.
- IV. **County's Responsibilities.**
 - a. The Department agrees to activate City's OWS's in conjunction with County's OWS's. The Department will have control of and will oversee the operation of City's OWS's which will include but not be limited to, activating City's OWS's when it conducts its periodic county wide OWS testing.
 - b. County shall remain responsible for maintaining its OWS and its related activation infrastructure.
 - c. County shall not be responsible for any injury, death, or damages that may result from the Department's failure to set off City's OWS's.
- V. **City's Responsibilities.**
 - a. City shall be responsible for the purchase and cost of maintaining, installing, replacing, and repairing City's OWS's.
 - b. City shall be solely responsible for ensuring its OWS's remain operational.
 - c. City agrees to authorize the Department to operate its OWS's in conjunction with County OWS's located within City's boundaries.
- VI. **Joint Responsibilities.** The parties agree to cooperate in good faith to compile and agree to guidelines that will provide guidance for the operation of the OWS's. Each party shall identify a point of contact.
- VII. **Term.** The term of this MOU shall be for a five (5) year term and shall extend from the date this MOU is fully executed to the fifth year anniversary of the execution. This MOU may be extended for additional one (1) year terms if agreed in writing by the parties. To be effective, any extension must be approved by the Williamson County attorney for form and signed by the Williamson County Mayor. In no event shall the term of this MOU extend beyond that which is permissible under Tennessee Law.
- VIII. **Termination.** Either party may terminate this MOU for any reason and at anytime by providing written notice to the other party. The termination shall be effective on the day the notice is received or on a date specified in the notice.

IX. Miscellaneous Terms.

- a. Compliance with Laws. The parties agree to comply with all applicable federal, state, and local laws and regulations.
- b. Notice. Except as otherwise provided herein, any notice or other communication between the parties hereby regarding the matters contemplated by this MOU 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. Communications shall be deemed received, if by mail, on the earlier of receipt or the third 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.
- c. Addresses.
 - i. If to County:

Williamson County Mayor's Office
1320 West Main Street, Suite 125
Franklin, Tennessee 37064
 - ii. If to City:

Spring Hill City Hall
199 Town Center Parkway
P.O. Box 789
Spring Hill, Tennessee 37174
- d. Modification of Contract. This MOU may be modified only by written amendment executed by all parties and their signatories hereto.
- e. Discriminatory Practices. The parties shall not 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.
- f. 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 MOU. No party shall become liable for any representation, act, or omission of any other entity contrary to the terms of this paragraph. Each entity shall maintain its own identity in providing services. Each entity is separately responsible for establishing its own policies and financing its own activities.
- g. Nature of Memorandum of Understanding. City and County expressly acknowledge and agree that this MOU sets forth the terms and conditions governing the role and responsibilities of each party.
- h. Severability. If any provision of this MOU is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and, provided that the fundamental terms and conditions of this MOU remain legal and enforceable, the remainder of this MOU shall remain operative and binding on the parties.
- i. Required Approvals. Each party shall be responsible for receiving all approvals from the appropriate bodies prior to executing this MOU.
- j. Miscellaneous. Each party shall be liable for its actions as well as the actions of the respective party's employees, volunteers, agents, or officers. Neither party to this MOU has the authority to act on behalf of the other party or bind the other party to any obligation. 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 on the 7th day of November, 2022.

WILLIAMSON COUNTY, TENNESSEE:



Rogers Anderson, Williamson County Mayor

CITY OF SPRING HILL, TENNESSEE:



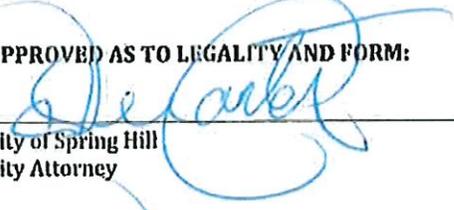
Jim Hagman, City of Spring Hill Mayor

APPROVED AS TO LEGALITY AND FORM:



Williamson County, Tennessee
County Attorney

APPROVED AS TO LEGALITY AND FORM:



City of Spring Hill
City Attorney