

BOARD OF MAYOR AND ALDERMEN
TOWN OF NOLENSVILLE
Post Office Box 547
Nolensville, Tennessee 37135

Resolution 07-14

**A RESOLUTION TO ENTER INTO AN INTERLOCAL AGREEMENT WITH
WILLIAMSON COUNTY, TENNESSEE**

WHEREAS, the Town of Nolensville desires to enter into an Interlocal Agreement with Williamson County to continue to share GIS mapping information data for benefit of each party's citizens; and,

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF NOLENSVILLE, TENNESSEE AS FOLLOWS:

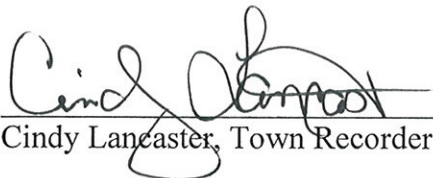
Section 1: The Mayor is authorized to enter into an agreement with Williamson County to continue sharing GIS mapping information between Williamson County and the Town Of Nolensville, Tennessee.

Section 2: The said agreement is attached and is made a part of this resolution by this reference.

RESOLVED this 6th day of December 2007



Beth Lothers, Mayor



Cindy Lancaster, Town Recorder

Passed: December 6, 2007

**INTERLOCAL AGREEMENT
NON-EXCLUSIVE LICENSE**

This Interlocal Agreement is entered into on this ____ day of _____, 2007, by and between **Williamson County, Tennessee**, ("Williamson County"), a governmental entity of the State of Tennessee, and the **Town of Nolensville, Tennessee**, ("Nolensville"), a governmental entity of the State of Tennessee.

1. **Authority.** This Agreement is made and entered into pursuant to the authority granted by the parties under the *Interlocal Cooperation Act*, Tennessee Code Annotated Sections 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.
2. **Purpose of Agreement.** Williamson County and Nolensville shall continue to share GIS mapping information for the benefit of each party's respective citizens.
3. **Non-Exclusive License.** The individual parties grant the other party, a non-exclusive license to use, reproduce, and use the information, maps, reports and any other documentation ("Licensed Material") provided for pursuant to this agreement and subject to the restrictions contained herein. The parties agree not to use the Licensed Material in its business capacity and shall not provide or reproduce the Licensed Material for resale, unless otherwise agreed upon in writing by the parties.
4. **Term.** The initial term of this Agreement shall begin on the ____ day of _____, 2007. The initial Agreement term will end on the ____ day of _____, 2008. The term of this agreement will automatically renew for additional one (1) year terms unless otherwise terminated as provided for in Section 8 of this Agreement.
5. **Consideration.** The parties acknowledge that the exchange of information shall be adequate consideration and, as such, neither party is obligated to pay any fee to the other party for the exchange of information unless otherwise agreed upon in writing and signed by the parties. This section is not intended to limit a party's legal remedies in collecting damages from breach of this Agreement.
6. **Warranty.** **EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICE(S), OR LICENSED MATERIAL PROVIDED FOR PURSUANT TO THIS AGREEMENT. THE PARTIES ALSO MAKE NO WARRANTY THAT THE LICENSED MATERIAL WILL BE ERROR FREE.**
7. **Termination – Breach.** Should either party breach or violate any material terms of this contract, the non-breaching party shall have the right to immediately terminate this Agreement by providing the breaching party with written notice. Such termination shall not relieve the breaching party of any liability to the non-breaching party for damages sustained by virtue of any breach.
8. **Termination – Notice.** Either party may terminate this Agreement at any time and for any reason upon thirty (30) days written notice to the other party.

9. **Notices.**

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

i) Notices to Williamson County shall be sent to:

Mr. Perry Perritt
Williamson County GIS Management
1320 West Main Street, Suite 301
Franklin, TN 37064

ii) Notices to the Town of Nolensville shall be sent to:

10. **Modification of Contract.** This contract may be modified only by written amendment executed by all parties and their signatories hereto.

11. **Partnership/Joint Venture.** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. Neither of the parties hereto shall 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.

12. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

13. **Non-Binding Dispute Resolutions.** The parties agree that should any dispute arise regarding this Agreement or any of the services or goods provided for, then the parties may agree in writing to enter into non-binding mediation or arbitration and only to the extent as provided for under Tennessee Law.

14. **Assignment – Consent Required.** Neither party may assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

15. **Entire Contract.** This contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

16. **Force Majeure.** No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout,

labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

17. **Governing Law.** The validity, construction, and effect of this contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee.

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

19. **Severability.** Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.

20. **Conflicting Terms.** The parties agree that should the language in this Agreement conflict with any language included in any documentation whether provided for by either party or not, then the language or terms of this Agreement shall be controlling.

21. **Effective Date.** This contract shall not be binding upon the parties until it has been signed first by Nolensville and then by the authorized representatives of Williamson County.

WILLIAMSON COUNTY:

PP Rogers Anderson

Rogers Anderson, County Mayor

Purchasing Agent:

Jan Mitchell

APPROVED AS TO FORM AND LEGALITY:

Robert Cook

Williamson County Attorney

FILED IN THE OFFICE OF THE WILLIAMSON COUNTY MAYOR:

Date: _____

THE TOWN OF NOLENSVILLE:

Allen Lockero

Title: *Mayor*

Date _____

APPROVED AS TO FORM AND LEGALITY:

[Signature]

Nolensville Attorney