

BOARD OF MAYOR AND ALDERMEN
TOWN OF NOLENSVILLE
POST OFFICE BOX 547
NOLENSVILLE, TENNESSEE 37135

RESOLUTION 15-42

**A RESOLUTION TO ENTER INTO AN INTERLOCAL AGREEMENT WITH
WILLIAMSON COUNTY, TENNESSEE AND THE NOLENSVILLE VOLUNTEER
FIRE DEPARTMENT, INCORPORATED, FOR THE ESTABLISHMENT OF A FIRE
CAPTAIN POSITION FOR THE PROVISION OF FIRE SUPPORT SERVICES**

WHEREAS, the Town of Nolensville desires to enter into an Interlocal Agreement with Williamson County, Tennessee and the Nolensville Fire Department, Incorporated (NVFD) to establish a full-time administrative Fire Captain position; and,

WHEREAS, the Fire Captain will be a Williamson County employee and responsible for overseeing and coordinating with NVFD Fire Chief station readiness, training, recruitment and retention of volunteers, among other duties; 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, Tennessee and NVFD concerning the provision of a full-time administrative Fire Captain.

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

RESOLVED, this 5th, day of November 2015.

Jimmy Alexander, Mayor

Kali Mogul, Town Recorder

Passed: _____

**INTERLOCAL AGREEMENT BETWEEN
WILLIAMSON COUNTY, TENNESSEE, THE TOWN OF NOLENSVILLE, TENNESSEE, AND THE
NOLENSVILLE VOLUNTEER FIRE DEPARTMENT**

THIS INTERLOCAL AGREEMENT, (“Agreement”), is made and entered into pursuant to Tennessee Code Annotated, Section 12-9-101, et. seq., by and between **WILLIAMSON COUNTY, TENNESSEE**, (hereinafter “County”), the **TOWN OF NOLENSVILLE**, (hereinafter “Town”), and the **NOLENSVILLE VOLUNTEER FIRE DEPARTMENT** (hereinafter “NVFD”), to establish the terms, responsibilities and financial obligations of the parties concerning funding for a new full time Administrative Fire Captain position.

RECITALS

WHEREAS, Williamson County, Tennessee, the Town of Nolensville, and the Nolensville Volunteer Fire Department have the authority, pursuant to Tenn. Code Ann. §12-9-101, et. seq., to enter into interlocal agreements to provide services to their citizens; and

WHEREAS, the NVFD is composed of volunteers that have expressed a need for assistance with administrative support services; and

WHEREAS, the parties agree to jointly fund the cost of providing an Administrative Fire Captain to assist the County in providing certain fire support services in the manner provided herein; and

WHEREAS, the Administrative Fire Captain will be a county employee operating as an employee of the Emergency Management Agency and shall be responsible for, among other duties, overseeing and coordinating with the NVFD Fire Chief station readiness, training, recruiting volunteers, and retention of volunteers; and

WHEREAS, the Town and NVFD have agreed to jointly contribute financial support to help the County to offset the costs of employing a new full time Administrative Fire Captain; and

WHEREAS, the parties agree that entering into this Agreement is to the mutual benefit of the parties and their citizens:

NOW THEREFORE BE IT RESOLVED, the parties agree as follows:

- 1. Purpose.** The parties agree that entering into this Agreement is to the mutual benefit of the parties. The objective of this Agreement is to provide a framework for cooperation between the parties for the provision and reimbursement of costs for the establishment and provision of a Administrative Fire Captain position.
- 2. 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 the Act shall be achieved as soon as possible from and after the execution of this Agreement.
- 3. Separate Entity.** This Agreement does not create a separate entity, nor shall it be interpreted as creating a separate entity under any circumstances.
- 4. Provision of an Administrative Fire Captain.** The County shall create a new employee position for a full-time Fire Captain. The County shall have the sole authority to conduct background checks, hire, select, discharge, discipline, and determine (within the parameters established by state law) the qualifications of the Administrative Fire Captain but will take into consideration comments submitted by the NVFD Chiefs. The Town and NVFD acknowledge and accept that the newly created Administrative Fire Captain will be a County employee operating under the direction of the Emergency Management Agency Director who shall have full and absolute control over scheduling and supervising the Administrative Fire Captain. However, the parties contemplate that the Administrative Fire Captain position shall be a full time employee operating under a 40 hour week schedule. In addition to its other job responsibilities as set forth by the County, the Administrative Fire Captain shall coordinate with the NVFD Chief to assist in station readiness, training, recruiting volunteers, and retention of volunteers. The Administrative Fire Captain shall be subject to benefits and the County’s employee policies or regulations. The County will be responsible for ensuring the Administrative Fire Captain maintains any qualifications and continuing training as required by applicable law. The County shall be solely responsible for hiring, firing, training, equipping, and supervising the Administrative Fire Captain. Should either the Town or NVFD terminate this Agreement for convenience, the Town and NVFD acknowledge that the County may dissolve the Administrative Fire Captain

position created for the purposes of this Agreement, and County shall have no further obligation to either the Town or NVFD.

5. Dismissal of the Administrative Fire Captain. In the event the County has determined, with input from the NVFD, that the Administrative Fire Captain has failed to perform his duties and responsibilities, the County may, in its complete discretion and subject to applicable law, terminate employment of the Administrative Fire Captain and seek to employ a new Administrative Fire Captain.

6. Donation to County. In consideration for the creation and provision of a Administrative Fire Captain, the Town and NVFD agree to each make an annual donation of \$25,000.00 to be paid to the County by August 1st of each year this agreement is effective. The annual donation amount may be amended by written agreement of the parties.

7. Termination of Funding. Should either the Town or NVFD fail to pay its annual contribution as defined herein to the County prior to August 1st of each year, the County may, in its complete discretion, terminate the Administrative Fire Captain, dissolve the employee position, and terminate this Agreement. Termination of this Agreement by the County as provided in this section shall not relieve either the Town or NVFD of any costs suffered by the County due to the breach. Should the Williamson County Board of Commissioners fail to fund or discontinue funding the Administrative Fire Captain position, the County shall have the right to terminate this Agreement upon written notice to the Town and NVFD effective on the date the funding is exhausted. Termination by the County for the failure to fund shall not relieve the Town or NVFD of any amounts suffered by the County related to the failure to donate the required amount to County.

8. Term. This Agreement shall become effective on the date it is fully executed and shall continue until June 30, 2016. This Agreement will renew automatically effective on July 1st of each year and shall continue until June 30th of the following year unless otherwise terminated as provided herein.

9. Termination for Convenience. Any party may withdraw from this Agreement at any time and without cause upon providing the other party with minimum written notice no later than May 1st of each year to permit the remaining parties sufficient time to seek additional funding to account for the terminating party's contribution. Should either the Town or NVFD initiate termination for convenience, then the County shall have no obligation to refund any portion of the donations previously made to the County. Alternatively, this Agreement may be terminated at any time by agreement of the parties, in which case the County shall be under no obligation to refund any portion of the donations received from Town. Termination of this Agreement shall be effective on the last day of the current fiscal budget year.

10. Effect of Termination. This Agreement may continue in effect with respect to the remaining parties to this Agreement if the parties agree in writing. As a condition to continue the Agreement, the County may request the remaining party to participate in good faith effort to negotiate new financial contributions for the Administrative Fire Captain.

11. Natural Termination. This Agreement shall terminate on the date in which the parties agree that the need for a Administrative Fire Captain is no longer needed.

12. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

13. Conflict with Laws. Nothing in this Agreement is intended to conflict with current applicable laws or regulations.

14. Modification. This Agreement may be modified upon the mutual written consent of the parties.

15. Independent Entities. The relationship of the parties shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this Agreement. 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 to this Agreement contrary to the terms of this paragraph. Each party shall maintain its own identity in providing services. Each party is separately responsible for establishing its own policies.

16. Nature of Interlocal. The parties expressly acknowledge and agree that this Agreement sets forth the terms and conditions governing the roles and responsibilities of each party.

17. Force Majeure. No party shall have any liability to any other party 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.

18. Severability. Should any provision of this Agreement 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 Agreement.

19. Discriminatory Practices. No party shall 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.

20. Assumption of Liability. Each party shall be and remain liable for its actions as well as the actions of the respective party's employees, volunteers, agents, or officers. Nothing in this Agreement shall be construed to limit any party's governmental immunity.

21. Required Approvals. Each party shall be responsible for receiving all approvals from the appropriate governing bodies prior to executing this Agreement as well as future required approvals in a diligent manner.

22. Miscellaneous. The complete understanding between the parties is set out in this Agreement, and this Agreement supersedes and voids all prior and contemporaneous understandings, except as herein contained. The headings in this Agreement are for convenience and reference and are not intended to define or limit the scope of any provisions of this Agreement. Unless otherwise limited by Tennessee Law, this Agreement is not intended to be enforceable in any court of law or dispute resolution form. The remedy for non-performance under this Agreement shall be termination of this Agreement.

SIGNATURE PAGE FOLLOWS:

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates recorded below.

Williamson County, Tennessee:

Town of Nolensville:

By: _____

By: _____

Date: _____

Date: _____

Approved as to form and legality:

Approved as to form and legality:

County Attorney

Town Attorney

Nolensville Volunteer Fire Department

By: _____

Date: _____

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