

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO AN  
INTERLOCAL AGREEMENT WITH THE MAURY COUNTY EMERGENCY  
COMMUNICATIONS DISTRICT AND THE WILLIAMSON COUNTY EMERGENCY  
COMMUNICATIONS DISTRICT FOR THE TEMPORARY TRANSFER OF 9-1-1 CALLS**

- WHEREAS,** pursuant to Title 12, Chapter 9 and Title 58, Chapter 8 of the Tennessee Code Annotated, the parties have the express authority to enter into an Interlocal Agreement for cooperation in the provision of emergency communication services; and
- WHEREAS,** the Maury County Emergency Communications District (“MCECD”), the Williamson County Emergency Communications District (“WCECD”), and Williamson County, Tennessee, through its Emergency Communications Department (“WCTN”), provide emergency communications services through the use of Public Safety Answering Points (“PSAP”); and
- WHEREAS,** WCECD utilizes the transfer method and is only required to answer 9-1-1 calls and transfer such calls to the correct public safety agency; and
- WHEREAS,** Williamson County and the WCECD have a contract whereby WCECD provides 9-1-1 call answering services for Williamson County, in addition to its dispatching services; and
- WHEREAS,** the purpose of the interlocal agreement is to ensure the continuity of emergency communications services and the response to emergency calls during periods of emergency and/or disaster in which a party to the agreement is temporarily unable to provide for its own emergency communications services at its PSAP; and
- WHEREAS,** by executing the interlocal agreement, the parties are expressing their intent to cooperate to provide temporary emergency communications services and needed space within the parties’ respective communications facilities for a party requesting assistance to transfer and operate emergency communications within the boundary of the requesting party until normal service can be restored to the requesting party’s PSAP; and
- WHEREAS,** the Williamson County Board of Commissioners has determined that it is in the best interest of the citizens of Williamson County to authorize the Williamson County Mayor to execute an interlocal agreement with the MCECD and the WCECD to ensure the continuance of emergency communications services during periods of disaster or emergency;

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session, this the 13<sup>th</sup> day of January, 2025, pursuant to Title 12, Chapter 9 of the Tennessee Code Annotated, hereby authorizes the Williamson County Mayor to execute an interlocal agreement and all other amendments, extensions, and documents with the Williamson County Emergency Communications District and the Maury County Emergency Communications District to define the obligations and responsibilities of the parties for the transfer of Public Safety Answering Point services to the emergency default answering points during a disaster or emergency.

\_\_\_\_\_  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Law Enforcement Committee	For_____	Against_____		
Budget Committee	For_____	Against_____		
Commission Action Taken	For_____	Against_____	Pass_____	Out_____

\_\_\_\_\_  
Jeff Whidby, County Clerk

\_\_\_\_\_  
Brian Beathard, Commission Chairman

\_\_\_\_\_  
Rogers, Anderson, Williamson County Mayor

\_\_\_\_\_  
Date

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**INTERLOCAL AGREEMENT BETWEEN  
MAURY COUNTY EMERGENCY COMMUNICATIONS DISTRICT,  
WILLIAMSON COUNTY EMERGENCY COMMUNICATIONS DISTRICT,  
AND WILLIAMSON COUNTY, TENNESSEE**

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**THIS INTERLOCAL AGREEMENT, ("Agreement")**, is made and entered into pursuant to *Tenn. Code. Ann.*, § 12-9-104, by and between **MAURY COUNTY EMERGENCY COMMUNICATIONS DISTRICT**, (hereinafter referred to as "MCECD"), **WILLIAMSON COUNTY EMERGENCY COMMUNICATIONS DISTRICT**, (hereinafter referred to as "WCECD"), both of which are created and established pursuant to *Tenn. Code. Ann.*, § 7-86-101, *et seq.*, and **WILLIAMSON COUNTY, TENNESSEE**, Emergency Communications Department (hereinafter referred to as "WCTN").

**WHEREAS**, MCECD and WCECD were established for the purposes of providing systems of emergency communications whereby callers dialing 9-1-1 would immediately be connected to a public safety answering point ("PSAP"); and

**WHEREAS**, WCECD utilizes the transfer method and is only required to answer 9-1-1 calls and transfer such calls to the correct public safety agency; and

**WHEREAS**, WCTN and WCECD have a contract whereby WCTN Emergency Communications Department provides 9-1-1 call answering services for WCECD, in addition to its dispatching services, and WCECD compensates WCTN for such services; and

**WHEREAS**, such a system results in expedited response to life threatening situations, reduction in the destruction of property, and ultimately the reduction of the costs of emergencies; and

**WHEREAS**, Next Generation 9-1-1 will improve Tennessee's emergency communications system, allow for the rapid transfer of 9-1-1 calls between PSAPs, and automatically re-route 9-1-1 calls to PSAPs designated by ECDs ("Emergency Communications Districts") in the event of an outage or other such circumstances; and

**WHEREAS**, MCECD, WCTN, and WCECD desire to provide the most expeditious and efficient response to 9-1-1 calls.

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

1. **Purpose.** WCTN agrees that its PSAP located at 304 Beasley Drive, Franklin, TN 37064, will be the emergency default answering point for MCECD's PSAP located at \_\_\_\_\_.
2. **Testing and Transfers.** The transfer of information shall take place at 304 Beasley Drive, Franklin, TN 37064.
3. **Backup Communications Services.** In the event an emergency occurs that results in the inability of MCECD to provide emergency communications and response to 9-1-1 calls at its own facilities, backup communications services shall be provided as follows:
  - a. MCECD will contact WCTN to advise WCTN of the need for backup services. At that time, all emergency communications services from MCECD shall be switched to WCTN. Upon switchover, WCTN shall provide services to the extent of its abilities and resources consisting of:

- i. Receiving 9-1-1 calls and routing calls for law enforcement, fire, medical service agencies, and all other agencies served by the initiating party;
    - ii. Directing a response to said calls by either dispatching the appropriate emergency law enforcement, fire, medical unit or forwarding the call to the appropriate agency for response; and
    - iii. Providing ongoing communications support to personnel in the field.
  - b. The services provided under Subsection (a) shall be provided until such time as communications personnel from MCECD arrive at WCTN's facility and make the backup communications facility of MCECD operational. At such time as the backup communications facility is operational, MCECD shall notify WCTN and the emergency communications shall be switched over to MCECD's backup facility.
  - c. Upon restoration of normal emergency communications services at MCECD's primary facility, communications shall be switched back to the primary facility and the use of the backup facility will cease. MCECD shall deactivate the backup facility, store and secure all equipment, and transport its personnel back to its primary facility upon cessation of the backup operations.
4. **Compensation.** The parties will pay no compensation under this agreement. Each party shall be solely responsible for its own costs in providing the services and fulfilling the terms of this Agreement.
  5. **Term.** This Agreement shall begin on the 1<sup>st</sup> day of \_\_\_\_\_, 2024 and continue from year to year, unless written notice of termination is given by either party hereto at least ninety (90) days prior to July 1<sup>st</sup> of any year, termination to be effective as of June 30<sup>th</sup> following proper notice. No further obligations or liabilities shall be imposed upon the withdrawing party after termination. This Agreement 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.
  6. **Insurance.** Each party shall be responsible for obtaining and maintaining its own liability and property insurance against losses or liability related to this Agreement.
  7. **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement. No person or entity other than a party to this Agreement 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 Agreement.
  8. **Authority to Enter into Agreement.** This Agreement is made and entered into pursuant to the authority granted by the parties under the *Interlocal Cooperation Act*, T.C.A. 12-9-101, et seq., and the parties agree that all approvals and files required by the terms of said act shall be achieved as soon as possible from and after the execution of this Agreement. The offices referenced in Section 11 of this Agreement shall be responsible for administrating this cooperative undertaking on behalf of their respective entities.
  9. **Training and Standards.** Each party agrees that they have training standards in place, and both parties training standards are similar. Each party agrees to maintain records evidencing the training of each call answer/dispatcher on file while he/she are employed as a dispatcher and for three (3) years after such employment may terminate.
  10. **Recording of 911 Calls.** Each party agrees that they have all equipment necessary to record and store all emergency telephone calls.
  11. **Notice.** Notice of the need for backup services under this Agreement will be in person, by telephone, or by such other means as may be reasonably used to apprise the backup party of the initiating party's need for services. All other notices under this Agreement, with the exception of equipment testing, shall be given in writing, addressed to the following persons:

**To: MAURY COUNTY EMERGENCY COMMUNICATIONS DISTRICT**  
 Maury County Emergency Communications District

\_\_\_\_\_  
 \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Email: \_\_\_\_\_

**To: WILLIAMSON COUNTY EMERGENCY COMMUNICATIONS DISTRICT**  
Williamson County Emergency Communications District  
304 Beasley Drive  
Franklin, TN 37064  
Telephone:  
Email:

**To: WILLIAMSON COUNTY, TENNESSEE**  
Williamson County Public Safety Office  
304 Beasley Drive  
Franklin, TN 37064  
Telephone:  
Email:

Written notices shall be deemed received three (3) days after the same are deposited in the United States mail, postage prepaid, addressed as provided above.

**12. Miscellaneous.**

- a. Relationship. In consideration of the mutual services provided herein, both parties agree that nothing contained herein 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 all services performed under this Agreement. Each party represents that it has, or will secure at its expense, all personnel required in performing its service obligation under this Agreement and that the acts of its employees performing the service under this Agreement shall be the acts of employees of that entity alone.
- b. Binding. This Agreement shall be binding upon the parties and shall take effect from and after its ratification and signing by the Maury County Emergency Communications District Board of Directors, the Williamson County Emergency Communications District Board of Directors, and the Williamson County Mayor, and after obtaining appropriate approval pursuant to the requirements of the Interlocal Cooperation Act.
- c. Dispute Resolution. The parties may agree to participate in non-binding mediation in an attempt to resolve any disputes. Notwithstanding the forgoing statement, any claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by a court of law.
- d. Severability. The parties agree that if any part, term, or provision of this Agreement is determined to be illegal or in conflict with any law of the State of Tennessee by any court with jurisdiction, the validity of the remaining portions or provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- e. Specific Performance. The parties recognize that the rights afforded to each under this Agreement are unique and, accordingly, the individual agencies 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.
- f. Cooperation. The parties agree to cooperate fully in order to successfully execute the terms and conditions of this Agreement including obtaining all regulatory and governmental approvals required by this Agreement 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 Agreement.
- g. Choice of Law. This Agreement shall be construed under the laws of the State of Tennessee.
- h. Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral,

with respect to the subject matter hereof. This Agreement may be amended only by written instrument signed by both parties.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on this the \_\_\_\_ day of \_\_\_\_\_, 2024.

**WILLIAMSON COUNTY, TENNESSEE:**

By: \_\_\_\_\_  
Rogers Anderson, County Mayor

**MAURY COUNTY EMERGENCY COMMUNICATIONS DISTRICT:**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_, Chairman

**WILLIAMSON COUNTY EMERGENCY COMMUNICATIONS DISTRICT:**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_, Chairman

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO  
AN INTERLOCAL AGREEMENT WITH THE MAURY COUNTY EMERGENCY  
COMMUNICATIONS DISTRICT AND THE WILLIAMSON COUNTY  
EMERGENCY COMMUNICATIONS DISTRICT**

- WHEREAS,** pursuant to Title 12, Chapter 9 and Title 58, Chapter 8 of the Tennessee Code Annotated, the parties have the express authority to enter into an Interlocal Agreement for cooperation in the provision of emergency communication services; and
- WHEREAS,** the Williamson County Emergency Communications District (“WCECD”) and the Maury County Emergency Communications District (“MCECD”) were established as separate governmental entities to provide emergency communications services whereby callers dialing 9-1-1 would immediately be connected to a public safety answering point; and
- WHEREAS,** the parties are governmental entities of the State of Tennessee as defined within the Interlocal Cooperation Act (“Act”) found at *Tennessee Code Annotated, Section 12-9-101, et. seq.*; and
- WHEREAS,** the Act provides that any Tennessee governmental entity may act jointly with any other public agency to exercise any powers, privileges, and authority conferred upon a public agency; and
- WHEREAS,** Williamson County has a contract with WCECD to provide emergency 9-1-1 call answering services in addition to dispatching services within the boundaries of Williamson County; and
- WHEREAS,** the City of Spring Hill, Tennessee transferred and merged its emergency communications dispatch division with Williamson County’s dispatch division; and
- WHEREAS,** the parties have agreed to transfer all public safety answering point responsibilities that are received within the boundaries of the City of Spring Hill to Williamson County, including the area of the City of Spring Hill located in Maury County; and
- WHEREAS,** the Williamson County Board of Commissioners has determined that it is in the best interest of the citizens of Williamson County to authorize the Williamson County Mayor to execute an interlocal agreement with WCECD and MCECD and all other documents relating to the provision of 9-1-1 call and transfer services:

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session, this the 13<sup>th</sup> day of January, 2025, pursuant to Title 12, Chapter 9 of the Tennessee Code Annotated, hereby approves the terms of the interlocal agreement and authorizes the Williamson County Mayor to execute an interlocal agreement and all other amendments, extensions, and documents with the Williamson County Emergency Communication District and the Maury County Emergency Communications District to define the parties’ contractual obligations and responsibilities concerning the provision of 9-1-1 calls within the entire area of the City of Spring Hill.

\_\_\_\_\_  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Law Enforcement Committee	For_____	Against_____		
Budget Committee	For_____	Against_____		
Commission Action Taken	For_____	Against_____	Pass_____	Out_____

\_\_\_\_\_  
Jeff Whidby, County Clerk

\_\_\_\_\_  
Brian Beathard, Commission Chairman

\_\_\_\_\_  
Rogers Anderson, Williamson County Mayor

\_\_\_\_\_  
Date

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**INTERLOCAL AGREEMENT BETWEEN  
MAURY COUNTY EMERGENCY COMMUNICATIONS DISTRICT,  
WILLIAMSON COUNTY EMERGENCY COMMUNICATIONS DISTRICT,  
AND WILLIAMSON COUNTY, TENNESSEE**

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**THIS INTERLOCAL AGREEMENT** ("**Agreement**") is made and entered into pursuant to *Tenn. Code. Ann.*, § 12-9-104, by and between **MAURY COUNTY EMERGENCY COMMUNICATIONS DISTRICT** (hereinafter referred to as "MCECD"), **WILLIAMSON COUNTY EMERGENCY COMMUNICATIONS DISTRICT** (hereinafter referred to as "WCECD"), both of which are created and established pursuant to *Tenn. Code. Ann.*, § 7-86-101, *et seq.*, and **WILLIAMSON COUNTY, TENNESSEE**, on behalf of its Emergency Communications Department (hereinafter referred to as "WCTN").

**WHEREAS**, MCECD and WCECD were established for the purposes of providing systems of emergency communications whereby callers dialing 9-1-1 would immediately be connected to a public safety answering point ("PSAP"); and

**WHEREAS**, WCECD utilizes the transfer method and is only required to answer 9-1-1 calls and transfer such calls to the correct public safety agency; and

**WHEREAS**, WCECD and WCTN have a contract whereby WCTN provides 9-1-1 call answering services for WCECD, in addition to WCTN's dispatching services; and

**WHEREAS**, such a system results in expedited response to life threatening situations, reduction in the destruction of property, and ultimately the reduction of the costs of emergencies; and

**WHEREAS**, the City of Spring Hill, Tennessee ("City") transferred and merged its emergency communications dispatch division with WCTN; and

**WHEREAS**, in order to provide the most expeditious and efficient response to 9-1-1 calls, MCECD and WCECD agree that 9-1-1 calls initiated in the geographic area defined by the boundaries of Spring Hill, Tennessee, in Maury County ("Spring Hill Boundary") should be answered by WCECD.

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

1. **Purpose.** The purpose of this Agreement is to define the obligations of the parties necessary to carry out the intent of this Agreement for the transfer of PSAP responsibilities that occur within the boundaries of the City as they may be amended from time to time. This Agreement does not create a separate entity, nor shall it be interpreted as creating a separate entity under any circumstance. The Director of the Emergency Communications Department for WCTN and MCECD shall be the point of contact for their respective entities.
2. **Authority to Enter into Agreement.** This Agreement is made and entered into pursuant to the authority granted by the parties under the *Interlocal Cooperation Act*, T.C.A. 12-9-101, *et seq.*, and the parties agree that all approvals and files required by the terms of said act shall be achieved as soon as possible from and after the execution of this Agreement.
3. **Term.** This Agreement shall be effective on the date WCTN begins answering and dispatching calls for the City ("Effective Date") and shall continue for a period of twelve (12) months from the Effective Date. This Agreement shall automatically renew for one (1) year terms, unless written notice of termination is given by either party hereto at least ninety (90) days prior to July 1<sup>st</sup> of any year,

termination to be effective as of June 30<sup>th</sup> following proper notice. This Agreement may be terminated upon written agreement of all parties.

4. **Compensation.** MCECD agrees to pay WCECD Zero and 00/100 Dollars (\$0.00) for providing the call answering services inside the Spring Hill Boundary.
5. **PSAP Services.** Once the testing and transfer is complete to the satisfaction of WCTN, WCTN shall take responsibility for answering and re-routing calls initiated within the Spring Hill Boundary. WCTN will continue receiving and re-routing calls received by its PSAP for the duration of this Agreement. WCTN shall be responsible for the cost of any additional equipment or labor expenses needed to fulfill its obligations under this Agreement.
6. **Testing and Transfers.** The transfer of information and re-routing of telephone lines shall be conducted under the direction of the MCECD Director and will progress until such time as AT&T can complete their process to direct these calls to the WCECD. No cost shall be borne by MCECD concerning the testing or rerouting of the telephone lines.
7. **Insurance.** Each party shall be responsible for obtaining and maintaining its own liability and property insurance against losses or liability related to this Agreement.
8. **Notice.** Except as otherwise provided herein, any notice or other communication between the parties hereby regarding the matters contemplated by this Agreement 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.

**To: MAURY COUNTY EMERGENCY  
COMMUNICATIONS DISTRICT**

Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone:  
Email:

**To: WILLIAMSON COUNTY EMERGENCY  
COMMUNICATIONS DISTRICT**

Attn: Chairman  
304 Beasley Drive  
Franklin, TN 37064  
Telephone: 615-790-5757  
Email: Stephen.martini@williamsoncounty-tn.gov

**To: WILLIAMSON COUNTY, TENNESSEE**

Attn: Public Safety Director  
304 Beasley Drive  
Franklin, TN 37064  
Telephone:  
Email:

Written notice shall be deemed received three (3) days after the same is deposited in the United States mail, postage prepaid, addressed as provided above.

9. **Miscellaneous.**
  - a. **Relationship.** In consideration of the mutual services provided herein, both 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 all services performed under this Agreement.

- b. **Waiver.** No waiver by a party of any default shall operate as a waiver of any other default, or the same default on a future occasion. No delay or omission by a party in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise of a right or remedy shall preclude any other or further exercise thereof, or the exercise of any other right or remedy.
- c. **Binding.** This Agreement shall be binding upon the parties and shall take effect from and after its ratification and signing by the Maury County Emergency Communications District Board of Directors, the Williamson County Emergency Communications District Board of Directors, and the Williamson County Mayor, and after obtaining appropriate approval pursuant to the requirements of the Interlocal Cooperation Act.
- d. **Partnership/Joint Venture.** Nothing herein shall in any way be construed or intended to create a partnership between the parties or to create the relationship of principal and agent between or among any of the parties. None 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 Section.
- e. **Dispute Resolution.** The parties may agree to participate in non-binding mediation in an attempt to resolve any disputes. Notwithstanding the forgoing statement, any claims, dispute, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by a court of law.
- f. **Severability.** The parties agree that if any part, term, or provision of this Agreement is determined to be illegal or in conflict with any law of the State of Tennessee by any court with jurisdiction, the validity of the remaining portions or provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- g. **Choice of Law: Venue.** This Agreement shall be construed under the laws of the State of Tennessee. Any action or claims between the parties arising from this Agreement shall be maintained exclusively in the state courts located in Williamson County, Tennessee.
- h. **Entire Agreement.** This Agreement represents the entire Agreement between the parties and supersedes all prior negotiations, representation, or agreements, either written oral, with respect to the subject matter hereof. This Agreement may be amended only by written instrument signed by all parties.
- i. **Cooperation.** The parties agree to cooperate fully in order to successfully execute the terms and conditions of this Agreement including obtaining all regulatory and governmental approvals required by this Agreement recognizing that the intent of each party to the others is to serve the individual interests of each party while respecting the conditions and obligations of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on this the \_\_\_\_ day of \_\_\_\_\_, 2024.

WILLIAMSON COUNTY, TENNESSEE:

MAURY COUNTY EMERGENCY  
COMMUNICATIONS DISTRICT:

By: \_\_\_\_\_  
Rogers Anderson, County Mayor

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_, Chairman

WILLIAMSON COUNTY EMERGENCY  
COMMUNICATIONS DISTRICT:

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_, Chairman

WC\Agts\Interlocal Agts\WC ECD\WC ECD & Maury ECD\2024.11.05 Maury ECD-Spring Hill Calls K24-650.docx"

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**INTERLOCAL AGREEMENT BETWEEN  
MAURY COUNTY EMERGENCY COMMUNICATIONS DISTRICT,  
WILLIAMSON COUNTY EMERGENCY COMMUNICATIONS DISTRICT,  
AND WILLIAMSON COUNTY, TENNESSEE**

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**THIS INTERLOCAL AGREEMENT ("Agreement")** is made and entered into pursuant to *Tenn. Code. Ann.*, § 12-9-104, by and between **MAURY COUNTY EMERGENCY COMMUNICATIONS DISTRICT** (hereinafter referred to as "MCECD"), **WILLIAMSON COUNTY EMERGENCY COMMUNICATIONS DISTRICT** (hereinafter referred to as "WCECD"), both of which are created and established pursuant to *Tenn. Code. Ann.*, § 7-86-101, *et seq.*, and **WILLIAMSON COUNTY, TENNESSEE**, on behalf of its Emergency Communications Department (hereinafter referred to as "WCTN").

**WHEREAS**, MCECD and WCECD were established for the purposes of providing systems of emergency communications whereby callers dialing 9-1-1 would immediately be connected to a public safety answering point ("PSAP"); and

**WHEREAS**, WCECD utilizes the transfer method and is only required to answer 9-1-1 calls and transfer such calls to the correct public safety agency; and

**WHEREAS**, WCECD and WCTN have a contract whereby WCTN provides 9-1-1 call answering services for WCECD, in addition to WCTN's dispatching services; and

**WHEREAS**, such a system results in expedited response to life threatening situations, reduction in the destruction of property, and ultimately the reduction of the costs of emergencies; and

**WHEREAS**, the City of Spring Hill, Tennessee ("City") transferred and merged its emergency communications dispatch division with WCTN; and

**WHEREAS**, in order to provide the most expeditious and efficient response to 9-1-1 calls, MCECD and WCECD agree that 9-1-1 calls initiated in the geographic area defined by the boundaries of Spring Hill, Tennessee, in Maury County ("Spring Hill Boundary") should be answered by WCECD.

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

1. **Purpose.** The purpose of this Agreement is to define the obligations of the parties necessary to carry out the intent of this Agreement for the transfer of PSAP responsibilities that occur within the boundaries of the City as they may be amended from time to time. This Agreement does not create a separate entity, nor shall it be interpreted as creating a separate entity under any circumstance. The Director of the Emergency Communications Department for WCTN and MCECD shall be the point of contact for their respective entities.
2. **Authority to Enter into Agreement.** This Agreement is made and entered into pursuant to the authority granted by the parties under the *Interlocal Cooperation Act*, T.C.A. 12-9-101, *et seq.*, and the parties agree that all approvals and files required by the terms of said act shall be achieved as soon as possible from and after the execution of this Agreement.
3. **Term.** This Agreement shall be effective on the date WCTN begins answering and dispatching calls for the City ("Effective Date") and shall continue for a period of twelve (12) months from the Effective Date. This Agreement shall automatically renew for one (1) year terms, unless written notice of termination is given by either party hereto at least ninety (90) days prior to July 1<sup>st</sup> of any year,

termination to be effective as of June 30<sup>th</sup> following proper notice. This Agreement may be terminated upon written agreement of all parties.

- 4. **Compensation.** MCECD agrees to pay WCECD Zero and 00/100 Dollars (\$0.00) for providing the call answering services inside the Spring Hill Boundary.
- 5. **PSAP Services.** Once the testing and transfer is complete to the satisfaction of WCTN, WCTN shall take responsibility for answering and re-routing calls initiated within the Spring Hill Boundary. WCTN will continue receiving and re-routing calls received by its PSAP for the duration of this Agreement. WCTN shall be responsible for the cost of any additional equipment or labor expenses needed to fulfill its obligations under this Agreement.
- 6. **Testing and Transfers.** The transfer of information and re-routing of telephone lines shall be conducted under the direction of the MCECD Director and will progress until such time as AT&T can complete their process to direct these calls to the WCECD. No cost shall be borne by MCECD concerning the testing or rerouting of the telephone lines.
- 7. **Insurance.** Each party shall be responsible for obtaining and maintaining its own liability and property insurance against losses or liability related to this Agreement.
- 8. **Notice.** Except as otherwise provided herein, any notice or other communication between the parties hereby regarding the matters contemplated by this Agreement 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.

**To: MAURY COUNTY EMERGENCY  
COMMUNICATIONS DISTRICT**

Attn: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone:

Email:

**To: WILLIAMSON COUNTY EMERGENCY  
COMMUNICATIONS DISTRICT**

Attn: Chairman

304 Beasley Drive

Franklin, TN 37064

Telephone: 615-790-5757

Email: Stephen.martini@williamsoncounty-tn.gov

**To: WILLIAMSON COUNTY, TENNESSEE**

Attn: Public Safety Director

304 Beasley Drive

Franklin, TN 37064

Telephone:

Email:

Written notice shall be deemed received three (3) days after the same is deposited in the United States mail, postage prepaid, addressed as provided above.

- 9. **Miscellaneous.**
  - a. **Relationship.** In consideration of the mutual services provided herein, both 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 all services performed under this Agreement.

- b. **Waiver.** No waiver by a party of any default shall operate as a waiver of any other default, or the same default on a future occasion. No delay or omission by a party in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise of a right or remedy shall preclude any other or further exercise thereof, or the exercise of any other right or remedy.
- c. **Binding.** This Agreement shall be binding upon the parties and shall take effect from and after its ratification and signing by the Maury County Emergency Communications District Board of Directors, the Williamson County Emergency Communications District Board of Directors, and the Williamson County Mayor, and after obtaining appropriate approval pursuant to the requirements of the Interlocal Cooperation Act.
- d. **Partnership/Joint Venture.** Nothing herein shall in any way be construed or intended to create a partnership between the parties or to create the relationship of principal and agent between or among any of the parties. None 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 Section.
- e. **Dispute Resolution.** The parties may agree to participate in non-binding mediation in an attempt to resolve any disputes. Notwithstanding the forgoing statement, any claims, dispute, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by a court of law.
- f. **Severability.** The parties agree that if any part, term, or provision of this Agreement is determined to be illegal or in conflict with any law of the State of Tennessee by any court with jurisdiction, the validity of the remaining portions or provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- g. **Choice of Law; Venue.** This Agreement shall be construed under the laws of the State of Tennessee. Any action or claims between the parties arising from this Agreement shall be maintained exclusively in the state courts located in Williamson County, Tennessee.
- h. **Entire Agreement.** This Agreement represents the entire Agreement between the parties and supersedes all prior negotiations, representation, or agreements, either written oral, with respect to the subject matter hereof. This Agreement may be amended only by written instrument signed by all parties.
- i. **Cooperation.** The parties agree to cooperate fully in order to successfully execute the terms and conditions of this Agreement including obtaining all regulatory and governmental approvals required by this Agreement recognizing that the intent of each party to the others is to serve the individual interests of each party while respecting the conditions and obligations of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on this the \_\_\_\_ day of \_\_\_\_\_, 2024.

**WILLIAMSON COUNTY, TENNESSEE:**

**MAURY COUNTY EMERGENCY  
COMMUNICATIONS DISTRICT:**

By: \_\_\_\_\_  
Rogers Anderson, County Mayor

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_, Chairman

**WILLIAMSON COUNTY EMERGENCY  
COMMUNICATIONS DISTRICT:**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_, Chairman

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