

## **RESOLUTION 24-338**

### **A RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF CORNERSVILLE, TENNESSEE, AND TOWN OF LYNNVILLE, TENNESSEE, FOR MANAGEMENT SERVICES**

**WHEREAS**, Tennessee Code Annotated §5-1-113 and §12-9-101 et seq., better known as the Interlocal Cooperation Act.

**WHEREAS**, the Town of Lynnville does not currently have sufficient employees to perform daily operations; and,

**WHEREAS**, the Town of Lynnville desires to allow Cornersville to manage daily operations.

**NOW, THEREFORE BE IT ENACTED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF CORNERSVILLE, TENNESSEE AS FOLLOWS:**

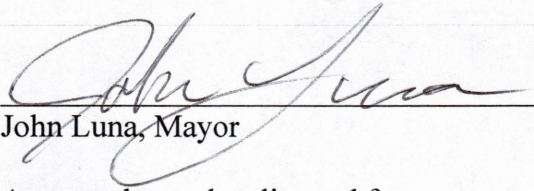
**SECTION 1.** Taylor Brandon is authorized to enter into an interlocal agreement with the Town of Lynnville.

**SECTION 2.** The entirety of the agreement is attached hereto as Exhibit A.

**SECTION 3.** If any section, clause, provision or portion of this Resolution is for any reason declared invalid or unconstitutional by any Court of competent jurisdiction, such holding shall not affect any other section, clause, provision or portion of this Resolution that is not itself invalid or unconstitutional.

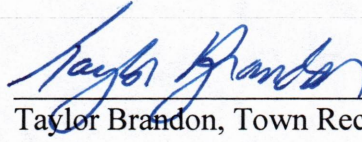
**SECTION 4.** All resolutions or parts of resolutions in conflict herewith are hereby repealed.

This Resolution shall be effective immediately upon passage this 3<sup>rd</sup> day of December, 2024, the public welfare requiring it.



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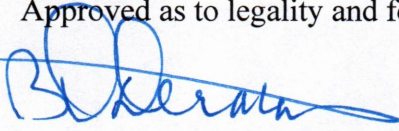
John Luna, Mayor



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Taylor Brandon, Town Recorder

Approved as to legality and form:



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Billy Ostermann, Town Attorney

Exhibit A

**INTERLOCAL AGREEMENT BETWEEN THE TOWN OF  
CORNERSVILLE, TENNESSEE, AND THE TOWN OF LYNNVILLE, TENNESSEE,  
FOR MANAGEMENT SERVICES**

Pursuant to Tennessee Code Annotated §5-1-113 and §12-9-101 et seq., better known as the Interlocal Cooperation Act, the Town of Cornersville, Tennessee (hereinafter referred to as “Cornersville”), and the Town of Lynnville, Tennessee (hereinafter referred to as the “Lynnville”) do hereby agree as follows:

1. Recitals. That the foregoing recitals are true and correct, and that the same are incorporated herein and made a part thereof.
  - a. Lynnville does not currently have sufficient employees to perform daily operations.
  - b. Lynnville desires to allow Cornersville to manage daily operations
  - c. This Agreement supersedes and replaces any previous Agreements between Cornersville and Lynnville with regards to the provision of management operations
  
2. Term. This Interlocal Agreement (this “Agreement”) shall be deemed effective upon execution and approval by all parties and shall continue thereafter for any duration until terminated. Any party may terminate this Agreement upon thirty (30) days written notice to the other party.
  
3. Cornersville Representations and Warranties. Cornersville represents and warrants to Lynnville that the Cornersville has duly authorized and approved this Agreement and the same has been duly noted in the minutes of the official records of Cornersville.
  
4. Lynnville Representations and Warranties. Lynnville represents and warrants to Cornersville that Lynnville has duly authorized and approved this Agreement and the same has been duly noted in the minutes of the official records of Lynnville.
  
5. Services. Cornersville will provide the following services for Lynnville:
  - a. Collect funds on behalf of Lynnville,
  - b. Deposit funds for Lynnville,
  - c. Summarize collections for Lynnville,
  - d. Pay accounts payable,
  - e. Answer telephone calls,
  - f. Respond to electronic mail, and,
  - g. Other services as agreed in writing by both parties

Lynnville will pay a fee for the abovementioned services based on the agreement of the parties.

6. Responsibilities.

A. Cornersville Responsibilities

1. Cornersville will collect and deposit funds timely and in accordance with policy.
2. Cornersville will daily summarize collections.
3. Cornersville will periodically report collections to Lynnville.
4. Cornersville pay invoices timely.
5. Cornersville will timely and professionally respond to telephone calls and electronic mail. Cornersville will resolve Lynnville citizen complaints to the fullest extend possible or forward the complaints to the appropriate Lynnville designee.

B. Lynnville Responsibilities

Lynnville shall pay a fee for Cornersville to provide management services based on the fee agreed by the parties.

C. Shared Responsibilities

- i. Both parties agree to make their best efforts to fulfill their obligations under this Agreement. Cornersville and Lynnville will cooperate in providing information requested by the other party in a timely manner.
- ii. Cornersville and Lynnville departments affected by the terms of this Agreement will continue to communicate and cooperate together to assure that the purposes of this Agreement are achieved on behalf of and to the benefit of the citizens of the Town of Lynnville, Tennessee.

7. Conflict of Interest. The elected and appointed officials and employees of Cornersville and Lynnville shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest in the performance of this agreement. If a conflict of interest arises between an official, employee, or subordinate, the conflict of interest shall be immediately reported to Cornersville or Lynnville's Town Attorneys.

8. Records and Files. Cornersville will temporarily maintain all records and files produced pursuant to this Agreement, except as to such original documents as are, by law or custom, kept elsewhere. Records may be kept on a longer basis consistent with Record Retention Policies. Upon expiration of this Agreement, all remaining files shall be transferred to Lynnville.

9. Subcontracting. Neither party shall assign or subcontract this Agreement or any portion of this Agreement without the prior written consent of the other party.

10. Oversight. Cornersville will take reasonable care to ensure management services meet Lynnville's satisfaction. Cornersville shall use its own employees, personnel, building space, equipment and facilities for performing this Agreement. In providing services under this Agreement, Cornersville's staff shall not be under the supervision or control of Lynnville except as specified under this Agreement. Cornersville shall pay all compensation, employee benefits, taxes, insurance, social security, unemployment insurance, and other incidental expenses for its

employees. Cornersville's staff shall be considered employees of Cornersville for all purposes and shall not be considered employees of Lynnville for any purpose. All necessary disciplinary actions shall be at the exclusive discretion of and be implemented by Cornersville.

11. Exclusivity. The parties agree that this is not an exclusive agreement. Cornersville may provide similar services to other entities; provided that Cornersville must at all times fulfill the obligations and duties and meet the standards established in this Agreement.

12. Notice. All payments, notices, and any other communications required by or related to this Agreement shall be delivered to the appropriate party at the address listed below, or such other address as the party may designate by written noted to the other party. Any notice or other item to be delivered by either party to the other shall be deemed delivered when delivered by hand or by certified mail, return receipt requested, postage prepaid, and addressed as follows:

Cornersville:           Town of Cornersville  
                              P.O. Box 128  
                              118 S. Main St.  
                              Attn: Town Administrator

Lynnville:             Town of Lynnville,  
                              PO Box 158  
                              151 Mill Street;  
                              Lynnville, TN 38472

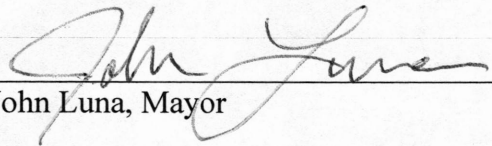
13. Remedies. Upon a breach of this Agreement by either party, the non-breaching party shall have available to it all remedies available at law or in equity. In any litigation between either party to this Agreement, the prevailing party shall be entitled to reimbursement from the non-prevailing party all reasonable expenses and court costs, including reasonable attorney's fees actually incurred.

14. Severability. The provisions of this Agreement are severable. If an article, sentence, clause, or phrase shall be adjudged by a court of competent jurisdiction to be invalid, the decision shall not affect the validity of the remaining portions of this Agreement.

15. Miscellaneous. This Agreement represents the entire agreement between the parties, and this Agreement shall not be modified or amended unless documented in writing. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth below.

TOWN OF CORNERSVILLE, TENNESSEE

  
\_\_\_\_\_  
John Luna, Mayor

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

TOWN OF LYNNVILLE, TENNESSEE

\_\_\_\_\_  
Tim Turner, Mayor  
Printed Name: \_\_\_\_\_  
Date: \_\_\_\_\_