

COF Contract 2014-0043

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

This Memorandum of Understanding, (MOU), between WILLIAMSON COUNTY, TENNESSEE, ("County"), and the CITY OF FRANKLIN, ("City"), joint owners of the Cool Springs Conference Center, ("Conference Center"), is for the solicitation and selection of the accounting firm to audit the Conference Center and approval of the State's annual audit contract.

**WHEREAS**, each party recognizes the requirement of the State of Tennessee, ("State"), for an annual audit of the Conference Center's financial records;

**WHEREAS**, City has previously solicited and selected the accounting firm for the Conference Center audit at the same time it has selected an accounting firm for City's required annual audit;

**WHEREAS**, City has previously approved the State's annual audit contracts for the Conference Center;

**WHEREAS**, the Conference Center audit results have been previously presented by the accounting firm to the audit committee of the City of Franklin and beginning with the 2013 audit, the audit committee of the County;

**WHEREAS**, the cost of the annual audit has been previously billed to and paid by the Conference Center;

**WHEREAS**, the parties agree that entering into this MOU is to the mutual benefit of all parties, and

**WHEREAS**, the objective of this MOU is to provide a framework for cooperation between the parties in the selection of the accounting firm to perform the required annual audit of the Conference Center.

NOW THEREFORE BE IT RESOLVED by the parties as follows:

1. The above referenced recitals are incorporated herein as is set forth at length.
2. **Solicitation and Selection of Accounting Firm to Perform Annual Audit:** City will solicit and, with input from the County's Budget Director, select the accounting firm to perform the annual audit utilizing similar methodology and procedures as its solicitation and selection of the accounting firm for its own audit. There is no requirement that the same firm perform both audits. The County's Budget Director shall be included in the selection of the accounting firm. The Board of Mayor and Aldermen (BOMA) for the City of Franklin will authorize the selection of the accounting firm on behalf of the parties. City will notify the County of the meeting date when the selection will be considered.
3. **Approval of State's Annual Audit Contract:** The Board of Mayor and Aldermen (BOMA) for the City of Franklin will approve the State's annual audit contract on behalf of the parties. City will notify the County of the meeting date when the approval will be considered.
4. **Presentation of Audit Results:** It is agreed that the accounting firm selected will be available to present the results of the audit to the audit committee and/or governing bodies of both the County and City at the request of the governing body. Financial staff of the Conference Center may also be requested to be available for the presentations.

5. **Cost to Each Party:** The parties agree that the cost of the annual audit will be billed to and paid by the Conference Center.
6. **Term:** This MOU shall become effective on the date it is fully executed and shall continue until terminated.
7. **Termination:** Either party may terminate this MOU at any time with a minimum of thirty (30) days' notice.
8. **Conflict with Laws:** Nothing in this MOU is intended to conflict with current applicable laws or regulations.
9. **Modification:** This MOU may be modified upon the mutual written consent of the parties.
10. **Nature of Memorandum of Understanding:** The parties expressly acknowledge and agree that this MOU sets forth the terms and conditions governing the responsibilities of both parties.
11. **Severability:** Should any provision of this MOU 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 MOU.
12. **Required Approvals:** Each party shall be responsible for receiving all approvals from the appropriate governing bodies prior to executing the MOU as well as future required approvals in a diligent manner.

IN WITNESS WHEREOF, the parties have executed this MOU as of the dates recorded below:

**Williamson County, Tennessee:**

**City of Franklin:**

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

By: \_\_\_\_\_  
Dr. Ken Moore, Mayor

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

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

ATTEST

By: \_\_\_\_\_

By: \_\_\_\_\_  
Eric Stuckey, City Administrator

Approved as to form by:

Approved as to form by:

\_\_\_\_\_  
County Attorney

\_\_\_\_\_  
City Attorney