

COF #2014-0067

K#14-038

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

SUBJECT: Memorandum of Understanding, (MOU), between WILLIAMSON COUNTY, TENNESSEE, and the CITY OF FRANKLIN, ("Franklin"), for the provision of Breathalyzer tests to Franklin employees who are involved in a vehicle accident while operating a City vehicle.

1. **Purpose.** The parties agree that entering into this MOU is to the mutual benefit of the parties. The objective of this MOU is to provide a framework necessary to provide Breathalyzer tests to City employees that are involved in a vehicle accident while operating a City vehicle.
2. **Separate Entity.** This MOU does not create a separate entity, nor should it be interpreted as creating a separate entity under any circumstances.
3. **Cost to Each Party.** The parties agree that each party shall be financially responsible for its tasks in achieving the purpose of this MOU. The Sheriff's Department shall ensure that the Breathalyzer tests are provided by deputies that are certified by the Tennessee Bureau of Investigation on the use of Breathalyzers at no cost to the City. Should the City employee be charged with a DUI, then the Sheriff's Office will be reimbursed through the payment of court costs by the employee.
4. **Responsibilities.** When a City employee is involved in a vehicle accident while operating a City vehicle, the City shall contact the Sheriff's Office to request a Breathalyzer test for the employee. The Sheriff's Office may, at the Sheriff's Office discretion, provide a certified Sheriff Deputy to administer the Breathalyzer to the City employee, if a certified deputy is available. The Sheriff's Office will provide the City with the results of the Breathalyzer upon request.
5. **Term.** This MOU shall become effective on the date it is fully executed and shall continue until June 30, 2018. The MOU may be renewed for additional terms upon agreement of the parties.
6. **Termination for Convenience.** Any party may withdraw from this MOU at any time and without cause upon providing the other party with a minimum of 30 days' notice. Alternatively, this MOU may be terminated at any time by agreement of the parties.
7. **Conflict with Laws.** Nothing in this MOU is intended to conflict with current applicable laws or regulations.
8. **Modification.** This MOU may be modified upon the mutual written consent of the parties.
9. **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 MOU. 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 MOU 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 and financing its own activities.
10. **Nature of Memorandum of Understanding.** The parties expressly acknowledge and agree that this MOU sets forth the terms and conditions governing the roles and responsibilities of each party.
11. **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.
12. **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.
13. **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.
14. **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 MOU shall be construed to limit any party's governmental immunity.
15. **Required Approvals.** Each party shall be responsible for receiving all approvals from the appropriate governing bodies prior to executing this MOU as well as future required approvals in a diligent manner.

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

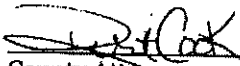
IN WITNESS WHEREOF, the parties have executed this MOU as of the dates recorded below.

Williamson County, Tennessee:

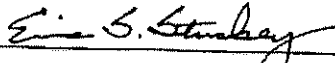
By: 

Date: 3-21-14

Approved as to form and legality:


County Attorney

City of Franklin:

By: 

Date: _____

Approved as to form and legality:

City Attorney