



ITEM #27
BOMA
06/22/2010

MEMORANDUM

June 2, 2010

TO: Board of Mayor and Aldermen

FROM: Eric S. Stuckey, City Administrator
Steve Sims, Assistant City Recorder
Kristen L. Corn, Staff Attorney

SUBJECT: Interlocal Agreement with Williamson County for General Sessions Jurisdiction to Try and Dispose of Franklin Municipal Code Violations.

Purpose

The purpose of this memorandum is to present information to the Board of Mayor and Aldermen (BOMA) to consider an interlocal agreement with Williamson County for General Sessions Jurisdiction to try and dispose of Franklin Municipal Code violations.

Background

Occasionally, individuals are cited by the Franklin Police Department for violations of both the Franklin Municipal Code and/or the Tennessee Code Annotated. Some of the violations of the Tennessee Code are for offenses that cannot be heard in City Court. When this occurs, the individuals may be cited to General Sessions Court. Questions have arisen recently as to whether the General Sessions judges can try and/or dispose of our municipal code violations. Recently, the judges have sent the ordinance citations back to our municipal court. However, because these other violations are outside the city court's jurisdiction, there has been some question about how to handle these issues.

After researching, we have discovered that state law provides that cities may have interlocal agreements to provide for General Sessions Court jurisdiction over municipal code violations. This agreement should solve the problem arising when citations under both the Tennessee Code Annotated and Franklin Municipal Code are sent to General Sessions Court – the General Sessions judges could hear and dispose of the entire matter at once. This has been discussed with one of the General Sessions judges and the judge is in agreement that this documentation is needed.

Financial Impact

There is no significant financial impact attributable to this ordinance.

Recommendation

Approval of the proposed interlocal agreement is recommended.

INTERLOCAL AGREEMENT

COF Contract #2010-74

This Agreement is made and entered into this ___ day of _____, 2010, by and between the City of Franklin, Tennessee, ("City"), and the County of Williamson, Tennessee, ("County").

WITNESSETH

WHEREAS, Tenn. Code Ann. Section 12-9-104(a) provides for agreements by the governing bodies of counties and municipalities for enforcement of municipal ordinance violations in accordance with Tenn. Code Ann. Sections 8-8-201(34) and 16-15-501; and

WHEREAS, City and County desire to memorialize the authority of the General Sessions Court to try and dispose of violations of municipal ordinances.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, City and County agree as follows:

I. Purpose of Agreement.

The purpose of this Agreement is to define the obligations, duties, and financial responsibilities of the parties concerning the provision for the enforcement of Franklin's Municipal Code, ("City Code"), according to the provisions of §§ 8-8-201(34) and 16-15-501.

II. Authority.

This Agreement is made and entered into pursuant to the authority granted by the parties under the *Interlocal Cooperation Act, Tennessee Code Annotated*, Tenn. Code Ann. Sections 12-9-101, et seq., and Tenn. Code Ann. Section 8-8-201(34)(2010) (jointly referred to as "Acts"). The parties agree that all approvals and filings required by the terms of the Acts shall be achieved as soon as possible and prior to the execution of this Agreement.

III. Costs.

- A. The Judges of Courts of General Sessions shall direct the Clerk of the General Sessions Court that all fines collected for the enforcement of the City Code shall be paid over to the City.
- B. All court costs collected in the enforcement of the City Code shall be maintained by the Clerk and accounted for to cover the cost of enforcement.
- C. If the Court costs collected by the Clerk are inadequate to cover the cost of enforcement of the City Code, the City shall reimburse the County for the difference in the cost of enforcement and the amount collected.

IV. Obligations and Duties.

- A. The General Sessions Court of Williamson County shall have jurisdiction to try and dispose of violations for the enforcement of the Franklin Municipal Code.
- B. The City shall provide the General Session's Court, through its Clerk, a certified copy of the complete City Code that is to be enforced pursuant to this Agreement.

C. The General Sessions Court shall accept those cases in which it determines are subject to both the County and City jurisdiction. The Judges of the General Sessions Court shall determine whether jurisdiction of a particular violation falls within both the jurisdiction of the City and the County.

D. The parties agree to cooperate fully for the successful administration of the duties and obligations required to accomplish the purposes of this Agreement.

V. General Terms.

A. The term of this Agreement shall begin on the date it is signed by the parties and terminate on the date that all parties have fulfilled all of their obligations contained herein. The Agreement may be extended by written agreement of the parties to the maximum term as permissible by Tennessee Law.

B. This Agreement may be terminated by either party upon not less than 30 days' prior written notice to the other party.

C. This Agreement, and any exhibits included herewith at the time of execution of this Agreement, contains the entire agreement between the parties, and no statement, promises, or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid or binding. This Agreement may be modified only by written amendment executed by both parties and their signatories hereto.

D. 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.

E. In the event any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be unenforceable, the remainder shall survive and the unenforceable provision shall be reformed to form an enforceable provision consistent with the intent of the parties as evidenced by this Agreement.

F. 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.

G. Each party shall be responsible for its own actions conducted under this Agreement. Neither party shall be liable for claims against the other party unless liability is imposed under the Tennessee Governmental Tort Liability Act.

WILLIAMSON COUNTY:

CITY OF FRANKLIN:

Rogers Anderson,
Williamson County Mayor

John Schroer
City of Franklin Mayor

Attest: _____

Attest: _____

Approved as to form and legality:

Approved as to form and legality:

Williamson County Attorney

City of Franklin Attorney