

POLICE DEPARTMENT

Jackie Moore
Chief of Police



ITEM #22
BOMA
08/11/2010

John C. Schroer
Mayor of Franklin

Eric S. Stuckey
City Administrator

August 13, 2010

TO: Eric Stuckey, City Administrator *ES*
Board of Mayor and Aldermen

FROM: Jackie Moore, Chief of Police

SUBJECT: Amendment To The Interlocal Agreement Between The City Of Franklin, Tennessee And Williamson County, Tennessee For The Transfer Of Justice Assistance Program Funds

Purpose

The purpose of this memorandum is to provide information regarding the amendment to the interlocal agreement between the City of Franklin, Tennessee and Williamson County, Tennessee for the transfer of Justice Assistance Program Funds.

Background

Upon approval of their respective legislative bodies and pursuant to the authorization granted under Tenn. Code Ann. §12-9-104, the parties agreed to execute an interlocal agreement which provided the City would transfer a portion of the funds it receives from the Justice Assistance Program ("JAG"); the original agreement did not clarify that the amount to be deposited was a portion of the funds received by the City; and the parties have agreed to continue to be bound by all provisions of the Agreement which do not directly or indirectly conflict with the effect, meaning, or intent of this Amendment.

Financial Impact

The City agrees to transfer a portion of the funds it receives from the JAG program to Williamson County. The City anticipates that the funds it shall transfer to the County will be in the amount of \$5,336.00.

Recommendation

I recommend approval of the amendment of the interlocal agreement between the City of Franklin, Tennessee and Williamson County, Tennessee for the transfer of Justice Assistance Program Funds.

**AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF FRANKLIN,
TENNESSEE AND WILLIAMSON COUNTY, TENNESSEE FOR THE TRANSFER OF
JUSTICE ASSISTANCE PROGRAM FUNDS**

This Amendment is made on this ____ day of _____, 2010, by and between WILLIAMSON COUNTY, TENNESSEE, ("County"), and the CITY OF FRANKLIN, ("City"), and is executed and attached to and made a part of the Interlocal Agreement previously executed by the parties, ("Agreement"). In the event of any conflict between this Amendment and the Agreement, this Amendment shall control.

WHEREAS, upon approval of their respective legislative bodies and pursuant to the authorization granted under Tenn. Code Ann. §12-9-104, the parties agreed to execute an interlocal agreement which provided the City would transfer a portion of the funds it receives from the Justice Assistance Program ("JAG");

WHEREAS, the original agreement did not clarify that the amount to be deposited was a portion of the funds received by the City; and

WHEREAS, the parties have agreed to continue to be bound by all provisions of the Agreement which do not directly or indirectly conflict with the effect, meaning, or intent of this Amendment.

In consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and City do hereby agree as follows:

1. The Agreement is amended by revising Section III.A. to read as follows:

A. The City agrees to transfer a portion of the funds it receives from the JAG program to Williamson County. The City anticipates that the funds it shall transfer to the County will be in the amount of \$5,336.00.

2. The parties agree that should the language in this Amendment conflict with any language included in the Agreement, then the language or terms of this Amendment shall be controlling.

3. This Amendment may be executed in 1 or more counterparts, all of which together shall constitute only one agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized representatives on this the ____ day of _____, 2010.

Williamson County

City of Franklin

Mayor Rogers Anderson

Mayor John Schroer

County Attorney

City Attorney

Date: _____

Date: _____

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF FRANKLIN, TENNESSEE
AND WILLIAMSON COUNTY, TENNESSEE**

THIS INTERLOCAL AGREEMENT, ("Agreement"), is entered into by and between the **CITY OF FRANKLIN, TENNESSEE**, ("City"), a municipal corporation of the State of Tennessee located at 109 Third Avenue South, Franklin, Tennessee 37064, and **WILLIAMSON COUNTY, TENNESSEE**, ("County"), a subdivision of the State of Tennessee, located at 1320 West Main Street, Franklin, Tennessee, 37064, to establish the terms and responsibilities of the parties.

RECITALS

WHEREAS, Williamson County and the City of Franklin have the authority, pursuant to T.C.A. §12-9-104 to enter into interlocal agreements to assist in providing services to its citizens;

WHEREAS, the parties find that the performance of this Agreement is in the interest of both parties' citizens, that the undertaking is in the interest of their respective citizens, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement;

WHEREAS, the City has agreed to enter into this Interlocal Agreement to transfer funds it receives from the Justice Assistance Grant Program to Williamson County; and

WHEREAS, County and City have determined it to be in the best interest of the parties' respective citizens to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

I. Purpose of Agreement.

The purpose of this Agreement is to define the financial responsibilities of the parties. Unless otherwise provided for herein, the parties shall be responsible for providing funding to fulfill their individual obligations through revenue received from the Justice Assistance Grant Program ("JAG").

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*, Sections 12-9-101, et seq., and the parties agree that all approvals and filings required by the terms of the Act shall be achieved as soon as possible from and after the execution of this Agreement.

III. Obligations and Duties.

- A.** The City agrees to transfer the funds it receives from the JAG program to Williamson County. The City anticipates receiving \$5,336.00.
- B.** The County agrees to use the funds as it deems appropriate for its Law Enforcement Training Program. The County shall use the JAG funds only for those expenditures as permissible under the grant contracts.
- C.** The parties agree to cooperate to ensure that all obligations and duties contained herein, or provided for by grant documents are completed.

IV. General Terms.

- A. Term.** 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. Compliance with Laws, Codes and Ordinances. The Parties agree to comply with all applicable federal, state and local laws and regulations.

C. Notices. 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.

1. Notices to County shall be sent to:
 Attention: Office of the County Mayor
 Mayor Rogers Anderson
 Address: 1320 West Main Street, Suite 125
 Franklin, TN 37064
2. Notices to City shall be sent to:
 City: City of Franklin
 Attention: Mayor John Schroer
 Address: P.O. Box 305
 109 Third Avenue South
 Franklin, TN 37064

D. Entire Agreement and Modification of Agreement. 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 all parties and their signatories hereto.

E. 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.

F. Specific Performance. The parties recognize that the rights afforded to each under this Agreement are unique and, accordingly, County and/or City 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.

G. Employment Discrimination. The parties shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

H. Dispute Resolution. The parties may agree to participate in non-binding mediation in an attempt to resolve any disputes. Notwithstanding the foregoing 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.

I. Taxes. It is acknowledged by the parties that both City and County are governmental entities exempt from taxation.

J. 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.

K. Assignment - Consent Required. The provisions of this Agreement shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Neither this Agreement nor any of the rights and obligations of either party hereunder shall be assigned or transferred in whole or in part without the prior written consent of the other party. Any such assignment or transfer shall not release the transferring party from its obligations hereunder.

L. Governing Law. The validity, construction and effect of this Agreement and any and all extensions and/or modifications thereof shall be exclusively governed by the laws of the State of Tennessee.

M. Venue. Any action between the parties arising from this Agreement shall be maintained exclusively in the courts of Williamson County, Tennessee.

N. Severability. In the event any term or provision of this contract 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 contract.

O. Headings. 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.

P. Limitation on Liability. 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:

Rogers Anderson
Rogers Anderson, Williamson County Mayor

Attest: Carol Edwards

Approved as to form and legality:

[Signature]
Williamson County Attorney

CITY OF FRANKLIN:

John Schroer
John Schroer, Franklin Mayor

Attest: _____

Approved as to form and legality:

City of Franklin Attorney