

Draft – For Review
7-19-11

COF Contract No. 2011-0112

**AGREEMENT BETWEEN THE
CITY OF FRANKLIN, TENNESSEE AND
WILLIAMSON COUNTY, TENNESSEE
FOR THE COLLECTION OF SEWER PIPELINE ASSESSMENT**

THIS AGREEMENT (“Agreement”), made and entered into this ____ day of _____, 20____, by and between the **CITY OF FRANKLIN**, a municipal corporation of the State of Tennessee, hereinafter referred to as (“City”), and **WILLIAMSON COUNTY**, a political subdivision of the State of Tennessee, hereinafter referred to as (“County”) pursuant to the Interlocal Cooperation Act, Tennessee Code Annotated §§12-9-101 to -109.

WHEREAS, the City entered into an Interlocal Agreement with the County dated April 6, 2009 for the County to construct a sanitary sewer Pipeline Collection System and for the City to own and operate said Pipeline Collection System following construction in order to provide sanitary sewer services to the residents of subdivisions in the unincorporated County, including Meadowgreen, Hillsboro Acres, Brownwood and Farmington Subdivisions;

WHEREAS, the County will assess the cost of the construction of said Pipeline Collection System to those residents and properties benefited from said service; and

WHEREAS, the City is currently the water provider for the residents of these subdivisions;

WHEREAS, the City has the ability to also bill the customer and receive payments for the Sewer Assessment that the County has assessed against these properties served by and benefiting from the construction of the Pipeline Collection System within the sewer project area through the current water billing system;

WHEREAS, County desires the assistance of the City in bill the customer and receive payments for the Sewer Assessment through the water bill currently being issued by the City; and

WHEREAS, it is in the best interest of the City and County to enter into this Agreement to define the rights, duties, powers, liabilities and responsibilities of each with regards to billing for the County Sewer Assessment through the water bill by the City.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto, for themselves, their successors and assigns, agree as follows:

1. County has installed and constructed a sanitary sewer Pipeline Collection System that will be assumed, owned and operated by the City, in accordance with the Interlocal Agreement between the Parties, which was executed on April 6, 2009;

2. County will seek reimbursement for the cost of construction of the Pipeline Collection System from the properties served and benefited by the construction of the System through an Assessment;
3. City has agreed to issue bills and receipt monies paid by owners of properties paying the Assessment on a monthly basis and remit same to the County on a monthly basis, in accordance with the Interlocal Agreement between the Parties, executed in April 6, 2009;
4. County will provide and maintain the database of those properties benefited by the construction, which have chosen to pay on a monthly basis;
5. County will provide the initial total due and monthly Assessment amount due from each property to City within thirty (30) days from the execution of this Agreement;
6. The County will revise the assessment due from each property owner after the County issues the assessment notices to the owners and obtains payments from those desiring to pay in full to identify those who will be billed monthly by the City;
7. The County will provide the City notice of all property transfers in the affected Sewer Assessment area within fifteen (15) days of filing of the property transfer; the City will modify billing records and issue bills to the new owner unless the Assessment has been satisfied in full;
8. City will supply to County any changes to City's billing policies or related fees that would affect County's Assessment properties sixty (60) days in advance of the effective date;
9. City will render the Assessment statement in accordance with City's normal billing cycle(s). The County will provide and the City will cause to be printed on its billing statement the name, address and telephone number of the proper contact at the County for Assessment inquiries;
10. In the event the Assessment is not paid within 30 days of the due date, City will notify the County and it will be County's responsibility and obligation to seek enforcement and collection of the Assessment, including past due amounts. The City will discontinue billing the customer, and will not initiate discontinuation of water services or cause water services to be disconnected solely for delinquency or nonpayment of the Assessment;
11. The County will inform the City of payments received on any account after the initial billing starts by the City for the assessment;

12. Accounts which were deemed to be delinquent and transferred to the County for collection may be reinstated by written authorization of the County and collection of all past due monies; new billing accounts will be established for accounts that are reinstated reflecting terms agreed to by the County.
13. County shall pay City the cost for setup and programming of City's billing system necessary to implement this Agreement and the Interlocal Agreement of April 6, 2009, but said cost shall not exceed \$5,000.00 _____.
14. On a monthly basis, City will deliver to County the Assessment amount collected through the last day of the previous month, less a service fee equal to \$3.93 per bill issued _____, which sum shall be retained as the sole and separate property of City for providing the services agreed upon in this Agreement; payment will be issued by the City no later than the 15th of the month following collection by the City; this fee is subject to revisions annually based on the BLS Employment Cost Index for Public Administration series employees for the percent change for the preceding 12 months ending in December of each year; fee change will start January 2013 for the 12 months ending December 2012.
15. County and City agree to cooperate fully in exchanging information and implementing procedures to fully implement the intent of this Agreement. County shall have access to the books of City concerning the administration of this Agreement upon reasonable notice to City.
16. This Agreement shall remain in full force and effect until the earlier of the date the Pipeline Collection System has been paid in full by the individual property owners by the method chosen by the County or a period of 25 years from the date of execution of this Agreement. This termination date shall not be extended without the written agreement of the City and the County to extend the Agreement as evidenced by an amendment to this Agreement. Should County determine that it will assume responsibility for collection of the Assessment and no longer require these services from City, County shall terminate this Agreement by giving City ninety (90) days written notice.
17. This Agreement shall be governed by the laws of the State of Tennessee. In the event that any section and/or term of this Agreement, or any exhibits hereto, becomes subject to litigation, the venue for such action will be in Williamson County, Tennessee.
18. All notices, demands and requests to be given hereunder by either party shall be in writing and must be sent by United States mail and shall be deemed properly given if tendered at the address below or at such other address as either party shall designate by written notice to the other.

COUNTY: **WILLIAMSON COUNTY, TENNESSEE**
County Administrative Complex

1320 West Main Street, Suite 125
Franklin, Tennessee 37064

CITY: **CITY OF FRANKLIN**
109 Third Avenue, South
PO Box 305
Franklin, TN 37064

19. The City is acting in good faith as a billing agent on behalf of the County. To the extent provided by law, the County agrees to hold harmless the City for errors or omissions and/or from any legal obligations related to the agreement between the County and their customers.

15. This Agreement and any exhibits included herewith at the time of execution of this Agreement contain 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; and this Agreement may not be enlarged, modified, or altered except in writing signed by the parties and attached hereto.

16. The parties may agree to participate in non-binding mediation in an attempt to resolve any disputes. Notwithstanding the forgoing 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.

17. The rights and obligations of this Agreement are not assignable.

18. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the parties against whom charged.

19. If any one or more of the covenants, agreements or provisions of this Agreement shall be held contrary to any expressed provisions of law or contrary to any policy of expressed law, although not expressly prohibited, contrary to any express provision of public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Agreement.

20. This Agreement shall be approved by the County Board of Commissioners and the City Board of Mayor and Alderman as a condition precedent to its execution by the Parties' authorized officials.

IN WITNESS WHEREOF, the County and the City have executed this Agreement effective as of the date and year first above written.

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ATTEST:

CITY OF FRANKLIN, TN

BY: ERIC STUCKEY
CITY ADMINISTRATOR

BY: KEN MOORE
FRANKLIN MAYOR

DATE: _____

DATE: _____

APPROVED AS TO FORM AND LEGALITY:

Franklin City Attorney

ATTEST:

WILLIAMSON COUNTY, TN

BY:

BY: ROGERS ANDERSON
COUNTY MAYOR

DATE: _____

DATE: _____

APPROVED AS TO FORM AND LEGALITY:

Williamson County Attorney