

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO AN
INTERLOCAL AGREEMENT WITH THE CITY OF FRANKLIN FOR THE ALLOCATION OF
POTENTIAL GRANT FUNDS**

WHEREAS, both Williamson County (“County”) and the city of Franklin (“City”) are governmental entities of the State of Tennessee and, as such, are authorized to enter into an interlocal agreement pursuant to *Tennessee Code Annotated, Section 12-9-101, et. seq.*; and

WHEREAS, Tennessee Code Annotated, Section 5-1-113 specifically provides legal authority for a county legislative body and a legislative body of any municipality that lies within the boundaries of the county to enter into an agreement for the purpose of permitting the county and municipality to construct, operate, or maintain, either jointly or otherwise, desirable and necessary services or functions under such terms as may be agreed upon by the parties' respective legislative bodies; and

WHEREAS, as part of the County and the City’s joint-application to the Department of Justice’s 2024 Byrne Justice Assistance Grant Program Award (“Grant”), the County and City must enter into an interlocal agreement specifying that the County and the City would share any awarded funds, with the County acting as the fiscal agent; and

WHEREAS, the County and City are estimated to receive a total of Ten Thousand Six Hundred Ninety-Two and 00/100 Dollars (\$10,692.00) for eligible justice and law enforcement-related expenses; and

WHEREAS, the interlocal agreement specifies that, if the grant is awarded to the County and the City, Five Thousand Three Hundred Forty-Six and 00/100 Dollars (\$5,346.00) will be allocated to the City for eligible Police Department expenses and the remaining funds will be used for eligible Sheriff's Office expenses; and

WHEREAS, the County is ineligible to receive the Grant funds without partnering with the City; and

WHEREAS, the parties have determined the interlocal agreement is beneficial to both parties and as such, authorize the Williamson County Mayor to execute the interlocal agreement providing that the County and the City will share the Grant funds, if awarded:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 14th day of October, 2024, hereby approves the terms of the interlocal agreement and authorizes the Williamson County Mayor to execute the interlocal agreement with the City of Franklin to define the parties' contractual obligations and responsibilities if the County and City are awarded the Justice Department's 2024 Byrne Justice Assistance Grant Program Award.


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Commission Action Taken For _____ Against _____ Pass _____ Out _____

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date _____

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

2024 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into by and between the CITY OF FRANKLIN, TENNESSEE, a municipal corporation of the State of Tennessee (hereinafter referred to as "City"), and WILLIAMSON COUNTY, TENNESSEE, a political subdivision of the State of Tennessee (hereinafter referred to as the "County"), pursuant to the Interlocal Cooperation Act, T.C.A. §§ 12-9-101, et. seq. and T.C.A. § 5-1-113.

WITNESSETH:

WHEREAS, Tennessee Code Annotated, Section 5-1-113 specifically provides legal authority for a county legislative body and a legislative body of any municipality that lies within the boundaries of the county to enter into any agreements as may be desirable or necessary for the purpose of permitting the county and municipality to construct, operate, or maintain, either jointly or otherwise, desirable and necessary services or functions under such terms as may be agreed upon by the parties' respective legislative bodies; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the County agrees to serve as fiscal agent and apply for the Byrne Justice Assistance Grant ("JAG") Program on behalf of both the County and the City; and

WHEREAS, the County expects to receive a total amount of Ten Thousand Six Hundred Ninety-Two and No/100 Dollars (\$10,692.00) from the JAG Program for the County and the City.

WHEREAS, upon receipt of the grant funds, the County shall promptly allocate Five Thousand Three Hundred Forty-Six and No/100 Dollars (\$5,346.00) of the grant funds by payment to the City.

WHEREAS, the City and County believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the County and City agree as follows:

1. **City Requirements.** The City shall use the JAG funds only for those expenditures as permissible under the grant contracts.
2. **County Requirements.** The County shall serve as the fiscal agent submitting one application to the JAG Program for both the City and the County. County agrees to promptly allocate to the City the amount of Five Thousand Three Hundred Forty-Six and No/100 Dollars (\$5,346.00) from the 2024 Byrne Justice Assistance Grant Program funds received.
3. **Approval.** This Agreement is contingent upon the receipt of the JAG Program Award and approval of the JAG Program Award grant contracts by the appropriate County and City officials.
4. **Modification, Amendment to the Agreement.** This Agreement may not be modified, amended, or extended verbally or by conduct, but only by a written document duly executed by both parties.

5. **Assignment.** The rights and obligations under this Agreement are not assignable without first obtaining written permission from the other party. This Agreement shall only be assignable to another governmental or public entity that provides the same or similar emergency services as the assigning party upon written approval of the other party.
6. **Cooperation.** The parties agree to cooperate fully in an expeditious manner in order to successfully execute the terms and conditions of this Agreement including obtaining all regulatory and governmental approvals required by this Agreement recognizing that the intent of each party to the other is to serve the individual interests of each party while respecting the conditions and obligations of this Agreement.
7. **Limitation of Liability.** Each party shall be responsible for its own actions, and the actions of its employees, contractors, subcontractors, and agents, conducted pursuant to this Agreement. Neither party shall be liable for claims against the other party unless liability is imposed under the Tennessee Governmental Tort Liability Act.
8. **Specific Performance.** The parties recognize that the rights afforded to each under this Agreement are unique and, accordingly, the parties 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.
9. **Relationship.** In consideration of the mutual covenants provided herein, the parties agree that nothing contained herein is intended to be or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting an agency relationship in any manner whatsoever. The individual parties are and shall remain independent entities with respect to this Agreement.
10. **Binding.** This Agreement shall be binding upon the parties and shall take effect from and after its ratification and signing by all parties after obtaining appropriate approval pursuant to the requirements of applicable law.
11. **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement. No person or entity other than a party to this Agreement shall have any such rights hereunder or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Agreement.
12. **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.
13. **Severability.** 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.
14. **Cooperation.** The parties agree to cooperate fully in order to successfully execute the terms and conditions of this Agreement, including obtaining all regulatory and governmental approvals required to carry out the terms of this Agreement, recognizing that the intent of each party to the other is to serve the individual interests of each party while respecting the conditions and obligations of this Agreement.
15. **Waiver.** The failure of one party to demand from the other party performance of any act under the Agreement shall not be construed as a waiver of said party's right to demand, at any subsequent time, such performance.
16. **Time is of the Essence.** Time is of the essence for this Agreement for prompt completion.

17. **Law/Venue.** This Agreement shall be exclusively 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, become subject to litigation, the venue for such action will be exclusively maintained in a court of competent jurisdiction sitting in Williamson County, Tennessee.
18. **Headings.** All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.
19. **Counterparts.** This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original and all of which shall constitute but one and the same instrument.
20. **Entire Agreement.** This Agreement represents the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the subject matter hereof. This Agreement may be amended only by written instrument signed by all parties.

IN WITNESS WHEREOF, the County and the City have executed this Agreement effective as of this _____ day of _____, 20____.

CITY OF FRANKLIN

COUNTY OF WILLIAMSON

City Administrator

 _____
County Mayor

APPROVED AS TO FORM:

City Staff Attorney