

**AMENDMENT NO. 1**

**INTERLOCAL AGREEMENT WITH THE CITY OF FRANKLIN TO REDISTRIBUTE THE HALF OF THE ONE-HALF PERCENT SALES TAX INCREASE THAT IS NOT ALLOCATED FOR SCHOOLS**

**COF Contract No. 2017-0145**

This Amendment amends the Interlocal Agreement between Williamson County, Tennessee (“County”) and the City of Franklin (“City”) by adding as a party to the Agreement Franklin Special School District (“FSSD”) as an additional recipient of the redistribution of the half of the one-half percent sales tax increase and to increase the term of the Agreement.

A. The following paragraphs and terms are deleted in their entirety and replaced with the following:

III. Term: As to the County, this Agreement shall commence on April 1, 2018. As to the FSSD, this Agreement shall commence on July 1, 2018. This Agreement shall terminate on October 31, 2021, unless extended by agreement of the parties.

IV. Redistribution of Revenue: The City agrees to redistribute and forgo its share of the proceeds it would otherwise receive from the one-half percent (0.5%) sales tax increase collected within the City’s boundaries. The proceeds shall be allocated to the County and FSSD based on the annual Average Daily Attendance (“ADA”) Percentage, as calculated by the County Trustee. The proceeds from the increased sales tax redistributed from the municipality and received by the County and FSSD shall be used exclusively for payment of capital outlay and general debt services. This Agreement shall not affect the current proceeds collected and distributed to the City from the current assessed two and one quarter percent (2.25%) sales tax revenue.

V. Distribution from the State: The parties agree to cooperate in good faith to any notice provided to or by the Department of Revenue concerning the increased sales tax and this Agreement. All funds are remitted by the Department of Revenue to the County Trustee in accordance with terms of a county-wide sales tax referendum. The County Trustee subsequently distributes funds in accordance with this Agreement.

VIII. Notices:

Notices to the County shall be sent to:

**Williamson County**  
County Mayor  
1320 West Main Street  
Franklin, Tennessee 37064

Notices to the City shall be sent to:

**City of Franklin**  
City Administrator  
109 Third Avenue South  
Franklin, Tennessee 37064

Notices to FSSD shall be sent to:

**Franklin Special School District**  
Superintendent of Schools  
507 New Highway 96 West  
Franklin, Tennessee 37064

- B. All other terms not amended are unchanged and remain in full force and effect.
- C. FSSD is bound by all unchanged terms in the Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment to the Agreement as of the dates recorded below.

**CITY OF FRANKLIN**

Attest:

\_\_\_\_\_  
Dr. Ken Moore  
Mayor

\_\_\_\_\_  
Eric S. Stuckey  
City Administrator

Approved as to form by:

\_\_\_\_\_  
Shauna R. Billingsley  
City Attorney

**WILLIAMSON COUNTY, TENNESSEE**

Attest:

\_\_\_\_\_  
Rogers Anderson  
Mayor

\_\_\_\_\_  
Diane Giddens

Approved as to form by:

\_\_\_\_\_  
County Attorney

**FRANKLIN SPECIAL SCHOOL DISTRICT**

Attest:

\_\_\_\_\_  
Dr. David Snowden