
**INTERLOCAL AGREEMENT BETWEEN
FRANKLIN SPECIAL SCHOOL DISTRICT AND
THE CITY OF FRANKLIN, TENNESSEE
COF Contract No. 2019-0214**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into pursuant to Tennessee law by and between the FRANKLIN SPECIAL SCHOOL DISTRICT, (hereinafter, “FSSD”), and the CITY OF FRANKLIN, TENNESSEE, (hereinafter, “City”), concerning the joint construction, operation, and maintenance of ball fields and associated amenities at Poplar Grove School and Freedom Middle School.

WHEREAS, the parties have the express authority, upon approval of their governing bodies, to enter into interlocal agreements pursuant to *Tennessee Code Annotated*, Section 12-9-104 to perform any governmental service, activity or undertaking which each public agency entering into the contract is authorized by law to perform; and

WHEREAS, the FSSD is the owner of property known as Poplar Grove School located at 2959 Del Rio Pike, Franklin TN 37069 and Freedom Middle School located at 750 New Highway 96 West, Franklin, TN 37064 (hereinafter, “School Property”); and

WHEREAS, the School Property currently has two existing ball fields and existing infrastructure, and FSSD desires to construct new fields and infrastructure to replace the existing (hereinafter “the Project Area”); and

WHEREAS, the City desires to utilize the Project Area to allow for additional programming and community use; and

WHEREAS, the FSSD and City have agreed to enter into a joint agreement to develop, maintain, and program the ball fields which will be used by the community and FSSD pursuant to a Shared Use agreement; and

WHEREAS, the FSSD and the City have agreed to share the costs of design and construction of the Project Area.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. PURPOSE.

The purpose of this Agreement is to define the obligations of the parties necessary to carry out the intent of this Agreement for the cost of the design and construction of the Project Area to increase the parties’ capabilities to provide recreational programming for the community and the FSSD schools. Each party is responsible for the cost of its obligations provided herein.

2. CREATION OF SEPARATE ENTITY.

This Agreement does not create a separate entity, nor shall it be interpreted as creating a separate entity under any circumstances.

3. TERM.

This Agreement shall become effective on the date it is fully executed and shall continue until the parties have fully fulfilled their obligations provided hereunder or until the agreement is terminated as

provided herein. Understanding the large financial investment each party is making, this Agreement shall only be terminated for convenience upon written agreement of the parties.

4. TRANSFER OF PROPERTY INTEREST.

For good and valuable consideration, FSSD agrees to grant temporary construction access and needed to construct the Project. The conceptual design for the project is shown on Exhibit A.

5. DESIGN PHASE.

The City and the FSSD have agreed to the following financial plan for the costs associated with the design of the Project Area:

- a. The City, through its procurement process, has selected Lose Designs to design the Project Area. The total cost for the design and permitting for is Two Hundred Seventy-Six Thousand Three Hundred dollars (\$276,300.00). The City and the FSSD shall each pay a fifty (50) percent portion of this cost. The obligation to each party is One Hundred Thirty-Eight Thousand One Hundred Fifty dollars (\$138,150.00).
- b. The City will fund the total cost of the design through the Capital Improvement Project Fund. The FSSD will reimburse the City for its fifty (50) percent financial obligation, and the funds will be allocated back to the Capital Improvement Project fund.

6. CONSTRUCTION PHASE.

The City and the FSSD have agreed to the following procedure and financial plan for the costs associated with the construction of the Project Area:

- a. The City shall be the lead agency on the Project and shall ensure that all contracts, bids or other necessary documents are properly executed. The FSSD shall have the right to provide its own insight and input as is deemed necessary.
- b. The City is responsible for advertising and selecting the lowest and best bidder according to applicable procurement law. The City and the FSSD shall jointly administer construction of the Project in accordance with the approved construction plans attached hereto. The construction plans may be amended by agreement of both parties' chief administrator.
- c. The City will provide Construction Management for the total Project. Initial payment for all construction costs will be paid by the City through the Capital Improvement Project fund. The FSSD will reimburse the City for fifty (50) percent of all construction costs, which may be done through the issuance of multiple invoices from the City to the FSSD. All reimbursed funds will be allocated back to the City's Capital Improvement Project fund
- d. Any future capital improvements of capital repairs that affect any portion of the Project shall first be approved by both parties in writing and shall be based upon selection of architects, construction bids, budgetary appropriations, and administration in the same manner. Each party's contribution shall be fifty percent (50%).

7. FUNDING.

- a. In accordance with applicable laws, private acts and ordinances, each Party shall be separately responsible for obtaining the approval of the party's governing body and for the appropriation of funds to carry out the duties and responsibilities as set out in this Agreement. The parties agree to act in good faith in seeking the appropriation of funds from their respective legislative bodies.
- b. The FSSD and the City shall equally split (50/50) the cost associated with the design, permitting, easement acquisition, construction management and construction of the Project as shown on Exhibit A.

8. REIMBURSEMENT.

- a. The City may submit periodic invoices to FSSD during the course of construction (not more frequently than every thirty days), which invoices shall be payable within 30 days after approval by FSSD. Invoices shall include copies of approved contracts and invoices associated with the Project and Copies of checks or receipts to show proof of payment.
- b. Within 60 days of completion and acceptance of the improvements, FSSD and the City shall settle on a final billing. The City will provide reasonable documentation for all such cost.

9. **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 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.

10. **AUTHORITY TO ENTER INTO AGREEMENT.**

This Agreement is made and entered into pursuant to the authority granted by the parties under the *Interlocal Cooperation Act*, T.C.A. 12-9-101, et. seq., and the parties agree that all approvals and filings required by the terms of said Act shall be achieved as soon as possible from and after the execution of this Agreement.

11. **NOTICE.** All notices under this Agreement shall be given in writing, addressed to the following persons:

To: Franklin Special School District

Attn: Director of Schools
507 New Highway 96 West
Franklin, TN 37064

To: City of Franklin

Attn: City Administrator
109 3rd Avenue South
Franklin, TN 37064

Written notices shall be deemed received three days after the same are deposited in the United States Mail, postage prepaid, addressed as provided above.

12. **MISCELLANEOUS.**

a. **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.

b. **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.

c. **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.

d. **Severability.**

The parties agree that if any part, term, or provision of this Agreement is determined to be illegal or in conflict with any law of the State of Tennessee by any court with jurisdiction, the validity of the remaining portions or provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

e. **Specific Performance.**

The parties recognize that the rights afforded to each under this Agreement are unique and, accordingly, the individual agencies 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.

f. 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.

g. Assignment.

The rights and obligations of this Agreement are not assignable.

h. 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, becomes subject to litigation, the venue for such action will be exclusively maintained in a court of competent jurisdiction sitting in Williamson County, Tennessee.

i. 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, each party has caused this Agreement to be executed by an authorized person effective as of the date and year written below.

Franklin Special School District:

City of Franklin:

By: _____

By: _____

Date: _____

Date: _____

Approved as to form and legality:

Approved as to form and legality:



Franklin Special School District Attorney

Shauna R. Billingsley, City Attorney