

**FUNDING AGREEMENT BETWEEN THE CITY OF FRANKLIN AND  
WILLIAMSON COUNTY CHAMBER OF COMMERCE**

**COF Contract No. 2017-0185**

This Funding Agreement is effective on July 1, 2017, between and among the City of Franklin, Tennessee, a political subdivision of the State of Tennessee (the "City") and WILLIAMSON COUNTY CHAMBER OF COMMERCE (the "Agency"), a Tennessee nonprofit corporation.

**RECITALS**

**WHEREAS**, Tennessee Code Annotated ("TCA") Section 6-54-111, as amended, authorizes a municipality's governing body to appropriate funds for the financial aid of any nonprofit charitable organization that provides year-round services benefiting the general welfare of the residents of the municipality or any nonprofit civic organization working to maintain and increase employment opportunities in the municipality; and

**WHEREAS**, the TCA also provides for the Comptroller of the Treasury to establish standard procedures to assist the municipal governing body in the disposition of funds so appropriated; and

**WHEREAS**, the municipality wishes to comply with the following laws and rules:

1. A municipality may appropriate funds for only those nonprofit charitable organizations that provide year-round services benefiting the general welfare of the residents of the municipality, or any nonprofit civic organization classified under Sections 501(c)(4) or (6) of the Internal Revenue Code working to maintain and increase employment opportunities in the municipality.

2. The governing body of each municipality shall adopt an adequate agreement stating the purpose for which the funds are being appropriated, for each nonprofit organization that is to receive municipal funds.

3. The budget document of the municipality shall include the name of each nonprofit organization and the specific amount appropriated for each organization.

4. Municipal payments to nonprofit organizations shall be limited to the amounts appropriated for such purposes and in keeping with the municipality's guidelines for how the appropriated funds may be spent.

5. Pursuant to Tennessee Code Annotated §6-54-111(c), the Agency shall file with the City a copy of the annual report of its business affairs and transactions that includes, but is not limited to:

- (a) Either a copy of the Agency's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury (a blank copy of which is attached as Exhibit A) and certified by the chief financial officer of the Agency;
- (b) A description of the program that serves the residents of the municipality (a blank copy of which is attached as Exhibit B); and
- (c) The proposed use of the municipal assistance (a blank copy of which is attached as Exhibit C).

The report filed shall be open for public inspections during regular business hours of the City.

6. For appropriations to nonprofit civic organizations, notices shall be published in a newspaper of general circulation in the municipality of the intent to make an appropriation, specifying the intended amount and purpose; and

**WHEREAS**, the City and the Agency intend to enter into this agreement for the purpose of defining the Agency's use of the monies received from the City in fiscal year 2017-2018.

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

**1. TERM**

This agreement shall be effective from and after the effective date and shall extend through June 30, 2018, unless otherwise terminated in accordance herewith.

**2. OBLIGATIONS OF CITY OF FRANKLIN**

**2.1** In accordance with City guidelines after all administrative costs are deducted therefrom, the City will contribute to the Agency the amount of TWENTY-FIVE THOUSAND and 00/100 DOLLARS (\$25,000.00) for Tourism.

**2.2** Payments will be made in quarterly installments, payable at or near the beginning of each quarter.

**3. OBLIGATIONS OF THE AGENCY**

**3.1 Use of Funds.** The Agency shall use the City funds for the sole and limited purpose of community and economic development of the City of Franklin according to the Statement of Work and Program Objectives provided in Exhibit B, a copy of which is attached hereto and incorporated by reference herein.

**3.2 Work Plan.** In order to accomplish the objective(s) set forth in paragraph 3.1, the agency shall submit to the City a Work Plan that describes, in detail, the efforts to be undertaken by the Agency to accomplish the performance objectives set forth in Exhibit B, a copy of which is attached hereto as Exhibit C and incorporated by reference herein. At a minimum, the Work Plan shall include that information required by Exhibit B. The Agency



shall coordinate its performance under this Agreement with the City. The Agency shall advise and consult with the City Administrator or his/her designee, with respect to its performance under this Agreement.

**3.3 Annual Budget.** The Agency shall submit an annual budget in a form and on a schedule acceptable to the City. The annual budget shall contain a detailed analysis of the project administrative expenses for operations and reasonable estimates of the projected amounts to be spent for the services to be provided and Work Plan to be implemented for the calendar year. The budget shall be submitted to the City with this agreement.

**3.4 Reporting.** Pursuant to Tennessee Code Annotated §6-54-111(c), the Agency shall file with the City a copy of the annual report of its business affairs and transactions that includes, but is not limited to:

- (a) Either a copy of the Agency's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury (a blank copy of which is attached as Exhibit A) and certified by the chief financial officer of the Agency;
- (b) A description of the program that serves the residents of the municipality; and
- (c) The proposed use of the municipal assistance.

The report filed shall be open for public inspections during regular business hours of the City.

**3.5 Insurance.** The Agency shall maintain professional liability and general liability insurance coverages as are reasonably necessary to cover any liability arising out of the acts or omissions of the Agency and its employees. The Agency shall maintain workers' compensation insurance as required by the laws of the State of Tennessee.

The Agency shall require all third parties utilized by the Agency ("Contractors") to maintain professional liability and general liability insurance coverages as are reasonably necessary to cover any liability arising out of the acts or omissions of the Contractors and its employees. The Agency shall require contractors to maintain workers' compensation as required by the State of Tennessee. The contractor's general liability insurance shall be of sufficient limits to provide defense and settlement expenses for Agency that result from the contractor liability. To the extent permissible, the Agency shall require each Contractor to endorse the Agency as an additional insured on the Contractor's general liability policies.

To the extent permitted by law, the Agency shall require such Contractor to indemnify and hold the Agency harmless against any liability caused by acts or omissions of the Contractor and its employees.

Insurance information will be provided to the City upon request. The Agency shall notify the City immediately of incidents that could lead to a major claim against the Agency.

**4. RESTRICTION ON USE OF FUNDS**

The Agency does hereby warrant and represent that the City Funds shall not be utilized by either the Agency or any of its Contractors for the following purposes:

- 4.1 Any claim or litigation against the City or any department or division of the City.
- 4.2 Any political or levy campaigning purposes.

**5. RECORDS AND AUDITS**

**5.1 Accounting.** The Agency shall maintain full, accurate and complete financial and accounting books, records and reports ("Records") of all direct and indirect uses and expenditures of the City Funds consistent with generally accepted accounting principles (GAAP).

**5.2 Maintenance of Records.** The Agency shall keep records relating to all uses and expenditures of the City Funds received pursuant to this Agreement. The Agency shall maintain a system of bookkeeping adequate for its operations hereunder and shall submit reports from such system to the City and the Agency on an annual basis for review and approval. The Agency shall keep and preserve for at least five (5) years following each calendar year all sales slips, rental agreements, purchase orders, sales books, cash register tapes, credit card invoices, payroll records, duplicate deposit tapes and invoices, bank accounts, cash receipts and cash disbursements, bank books and other evidence of receipts and expenditures for such period.

**5.3 Audit.** The City or the City's designated representative, at the City's cost and expense, shall have the right to audit the Agency's Records at any time but shall not unreasonably interfere with the Agency's business or operations in connection with any such audit. The Agency acknowledges that this Agreement may be subject to audit by the Auditor of the State of Tennessee.

**5.4 Repayment.** If an audit discloses the Agency has received or retained City Funds in error or in excess of those to which the Agency is entitled under this Agreement or has used the City Funds for a purpose not authorized by this Agreement, the Agency agrees to promptly repay to the City the full amount of such City Funds, with interest thereon at the rate equal to the 90-day U.S. Treasury Note at the time. In the event the Agency fails to promptly repay to the City the full amount of such City Funds, the City may elect to withhold said City Funds from any future payments to the Agency.

**5.5 Additional Remedies.** In addition to the repayment remedy set forth in paragraph 5.4 herein, the City may elect to terminate this Agreement as set forth in section 6, herein with a minimum of 30 days written notice to the Agency's President and Chair of the Board with opportunity to cure any breach.

6. **TERMINATION**

If either party hereto breaches any term, condition, representation, warranty or covenant contained in this Agreement, or if the Agency engages in any malfeasance or misfeasance with respect to the City Funds, the non-breaching party may elect to terminate this Agreement with a minimum of 30 days written notice to the other party with opportunity to cure any breach.

7. **MISCELLANEOUS PROVISIONS**

7.1 The Agency and the City agree that, as a condition to this Agreement, they shall not discriminate against any employee on the basis of race, color, sex, religion, natural origin, handicap, or any other factor specified in Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Americans with Disabilities Act, and subsequent amendments thereto, and all other federal and state laws regarding such discrimination.

7.2 The Agreement may be amended at any time, or any provision hereof may be waived, by written consent of all parties hereto.

7.3 This Agreement shall be governed by and construed under the laws of the State of Tennessee.

7.4 The Agency and the City shall conform to the requirements of all applicable laws and regulations of the State of Tennessee governing the execution of their respective duties under this Agreement.

**(Signatures on next page)**



IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS Agreement as of this 11<sup>th</sup> day of August, 2017 by

**WILLIAMSON COUNTY CHAMBER OF COMMERCE**

By: [Signature]

Name: Bryan Dolshel

Title: Chief Community Development Officer

Date: 8/11/18

**CITY OF FRANKLIN**

By: [Signature]  
Dr. Ken Moore, Mayor

By: [Signature]  
Eric Stuckey, City Administrator

Date: 8/23/17

Approved as to form:

By: [Signature]  
Shauna R. Billingsley, City Attorney

**EXHIBIT A**

**Annual Reporting Form for Nonprofit Organizations  
Seeking Financial Assistance from Local Governments**

Williamson County Chamber of Commerce

Name of Nonprofit Organization

5005 Meridian Blvd, Ste 150, Franklin, Williamson, TN 37067

Street Address

City

County

State

Zip

**Annual Financial Report of Cash Receipts, Disbursements, and Balances**

**For the Fiscal Year from 1/1/16 through 12/31/16**

Report Required by Title 5, Chapter 9, Part 1,

And Title 6, Chapter 54, Part 1, *Tennessee Code Annotated*

**Receipts**

Federal Grants	\$ _____	
State Grants	_____	
Financial Assistance from Local Governments	<u>41,250</u>	
Donations and Gifts from Citizens	_____	
Membership Dues	<u>573,963</u>	
Fees/Charges for Services	<u>392,920</u>	
Fundraising Events	_____	
Sale of Assets	_____	
Loans-Borrowed Funds	_____	
Investment Income	<u>846</u>	
Other Receipts	<u>14,331</u>	
<b>Total Receipts</b>		\$ <u>1,023,310</u> (A)

**Disbursements**

Grants and Other Assistance Paid to Other Organizations and Individuals	\$ 12,500	
Salaries and Wages	546,765	
Employee Benefits	27,261	
Payroll Taxes	43,226	
Fees for Services (non-employee)	39,116	
Advertising and Promotion	32,945	
Office Expenses	96,399	
Leases/Rentals	107,072	
Maintenance and Repairs		
Supplies	9,878	
Travel	27,638	
Utilities	9,328	
Insurance	9,528	
Conferences, Conventions and Meetings	74	
Interest		
Purchase of Capital Assets – Vehicles and Equipment		
Purchase of capital Assets – Property and Buildings / Depn.	18,115	
Loan Payments		
Other (Vincello's Computer Programs & Meetings)	116,634	
<b>Total Disbursements</b>		\$ 1,087,479 (B)
<b>Cash Receipts Less Disbursements for the fiscal Year (A-B=C)</b>		\$ <64,165> (C)
<b>Cash Balance - at the beginning of the fiscal year</b>		\$ 114,561 (D)
<b>Cash Balance - at the end of the fiscal year (C+D=E)</b>		\$ 84,094 (E)

**Details of Cash Balance - at the end of the fiscal year**

Cash on Hand	\$ 200
Cash in Bank – Checking	13,822
Cash in Bank – Savings Accounts/mm	70,072



Cash in Bank – Certificates of Deposits \_\_\_\_\_  
Other Cash \_\_\_\_\_  
Total Cash - at the end of the fiscal year \$ 84,094 (E)

Please Explain Proposed Use of the Financial Assistance from Local Governments.

I certify that this report accurately presents the cash receipts, disbursements, and balances of the

Williamson County Chamber of Commerce for the fiscal year noted above.

Name of Nonprofit Organization

Person Preparing Report

Joy H. King pfcil

Printed Name



Signature

Phone Number 615.938.7481

Email Address Finance@WilliamsonChambers.com

Date 8/14/17

**EXHIBIT B**

**STATEMENT OF WORK AND PROGRAM OBJECTIVES**

The Agency 2017-2018 Statement of Work and Program Objectives (description of program) shall include:

- 1.
- 2.
- 3.

*See Attached*



**EXHIBIT B**

**STATEMENT OF WORK AND PROGRAM OBJECTIVES**

**The Agency 2017-2018 Statement of Work and Program Objectives**

The Williamson County Chamber of Commerce provides unparalleled access to education, leadership development, relationship-building and up-to-the-minute information about doing business in one of the country's fastest growing counties. We strive to invest into the business and education sectors of the county to increase growth and retain talent for the nearly 6000 active businesses in the county.

The Williamson County Chamber of Commerce is the leading business organization in Franklin/Williamson County and committed to the following:

<b>A Force in the Region</b>	WCC will be a leader in regionalism. The chamber will be a key regional partner and a conveyor of issues impacting Williamson County and the region. We have over 1400 members (National Average + 5%)
<b>Connecting People Information and Ideas</b>	WCC will engage and support all of our members from the top employers to small companies and start-ups. It will be the place for new business professional to engage. We will ensure that all members feel welcome, supported and encouraged to participate to grow and strengthen their businesses. WCC will be the "go-to" source for critical business information and a top resource for business growth. We will be the first call companies and organizations make to grow and strengthen their business
<b>Partnering for an Educated Workforce</b>	Knowing that an educated workforce is the most critical factor in the success of our members and our community, WCC will build an action plan for workforce development, provide needed educational program or connect members with others who can provide specific training. We will be known as a place who cultivates talent and leadership
<b>Developing Strong Leaders in the Community</b>	WCC will be known for its professional staff and board. We will have strong member



	retention and will earn the respect of our peers. Our board will be high powered, influential and diverse.
<b>An Influential Business Advocate</b>	WCC will be the resource for governmental affairs on business issues. We will be an effective advocate for our business community and will provide relevant information on legislative affairs to our members.
<b>Top Tier Economic Development</b>	WCC will connect C-suite executives for economic growth and relocation. We will be in the top 5 in economic development in the state and will be a catalyst for economic vitality.

**EXHIBIT C**

**WORK PLAN**

The Agency 2017-2018 Annual Work Plan (how the funds will be used) shall include:

1.

2.

3.

*See Attached*

**EXHIBIT C**

**WORK PLAN**

**The Agency 2017-2018 Annual Work Plan shall include:**

The Williamson County Chamber of Commerce will use the funds to support growth of new and existing businesses throughout the City of Franklin and greater Williamson County. The Chamber offers professional development opportunities, networking and business development oriented programs to support small, medium and large companies. Support from the City of Franklin assists in the Chamber's efforts to grow the local economy driving business growth and tourism to the City.



**EXHIBIT D**  
Budget for Current Year

*See Attached*

**Williamson County Chamber of Commerce  
 Profit & Loss Budget Overview  
 January through December 2017**

	<u>Jan - Dec 17</u>
<b>Income</b>	
<b>Membership Revenue</b>	
Corporate Memberships	121,100.00
Member Renewals	388,300.00
New Memberships	112,500.00
<b>Total Membership Revenue</b>	<u>621,900.00</u>
<b>Non-Dues Income</b>	
<b>Advertising Income</b>	
Advertising Income - Other	5,500.00
Newsletter & Media	15,000.00
<b>Website</b>	
Hot Deals	1,500.00
Website - Other	10,000.00
<b>Total Website</b>	<u>11,500.00</u>
<b>Total Advertising Income</b>	32,000.00
<b>Affinity Partnerships</b>	17,500.00
<b>Event Revenue</b>	
Annual Meeting	50,000.00
Business Expo	45,750.00
Golf Tournament	0.00
Mixers	350.00
Outlook Williamson	41,375.00
Williamson Forward	240,000.00
<b>Total Event Revenue</b>	<u>377,475.00</u>
<b>Investment Partners</b>	
Civic Partnerships	35,250.00
<b>Total Investment Partners</b>	<u>35,250.00</u>
<b>Member Services</b>	
Mailing Labels	1,500.00
Name Tags	432.00
Ribbon Cuttings	11,568.00
Room Rental Income	6,000.00
<b>Total Member Services</b>	<u>19,500.00</u>
<b>Other</b>	0.00
<b>Programs &amp; Meetings Revenue</b>	
Area Councils	6,764.00
Chamber 101	3,000.00
First Friday	11,500.00
Member Connect	2,500.00
Membership Meetings	89,520.00
Public Affairs	0.00
Women in Business	38,320.00
Young Professionals	22,360.00
<b>Total Programs &amp; Meetings Revenue</b>	<u>173,964.00</u>
<b>Total Non-Dues Income</b>	<u>655,689.00</u>
<b>Total Income</b>	<u>1,277,589.00</u>
<b>Gross Profit</b>	1,277,589.00
<b>Expense</b>	
<b>Committee Costs</b>	
Board of Directors Meetings	3,600.00
Gifts and Awards	300.00
Membership Committee	1,200.00

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08/15/17

Accrual Basis

**Williamson County Chamber of Commerce**  
**Profit & Loss Budget Overview**  
 January through December 2017

	Jan - Dec 17
<b>Total Committee Costs</b>	5,100.00
Depreciation Expense	0.00
<b>Event Expense</b>	
Annual Meeting	25,000.00
Business Expo	10,000.00
Golf Tournament	0.00
Mixers	0.00
Outlook Williamson	16,000.00
Williamson Forward	186,993.00
<b>Total Event Expense</b>	237,993.00
<b>Facilities and Equipment</b>	10,200.00
<b>Operations</b>	
Advertising	30,000.00
<b>Contract Services</b>	
Accounting Fees	12,000.00
Legal Fees	0.00
Outside Contract Services	6,000.00
<b>Total Contract Services</b>	18,000.00
<b>Credit Card Processing Fees</b>	
Visa/Mastercard/Amex/Discover	13,200.00
<b>Total Credit Card Processing Fees</b>	13,200.00
Dues and Subscriptions	3,425.00
Equipment Leases	6,900.00
<b>Insurance</b>	
Directors and Officers	3,000.00
General Liability	4,000.00
Workers Comp	3,300.00
<b>Total Insurance</b>	10,300.00
Miscellaneous	3,600.00
Office Rent	106,620.00
Office Supplies & Services	9,600.00
Postage, Delivery and Mailings	3,600.00
Printing	6,900.00
<b>Technology</b>	
Hardware and Software	27,200.00
System Maintenance and Repair	400.00
Website Hosting and Maintenance	12,800.00
<b>Total Technology</b>	40,400.00
<b>Telephone</b>	
Cell Phone & iPad	5,100.00
Office Telephone	14,400.00
<b>Total Telephone</b>	19,500.00
<b>Total Operations</b>	272,045.00
<b>Payroll Expenses</b>	
Bonus and Commissions	55,000.00
Employee Benefits	24,000.00
Payroll Fees	1,800.00
Payroll Taxes	48,250.00
Salaries and Wages	489,999.92
<b>Total Payroll Expenses</b>	619,049.92
<b>Programs &amp; Meetings Expense</b>	
Area Councils	3,000.00
First Friday	3,600.00
Membership Meetings	46,056.00



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Accrual Basis

**Williamson County Chamber of Commerce**  
**Profit & Loss Budget Overview**  
January through December 2017

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	<u>Jan - Dec 17</u>
Mixers	500.00
Public Affairs	480.00
Women in Business	18,270.00
Young Professionals	7,000.00
<b>Total Programs &amp; Meetings Expense</b>	<b>78,906.00</b>
<b>Travel and Meetings</b>	
Conference, Convention, Meeting	4,000.00
Meals & Entertainment	6,000.00
Staff Training and Education	9,600.00
Travel and Mileage	7,200.00
<b>Total Travel and Meetings</b>	<b>26,800.00</b>
<b>WCC Foundation Support</b>	<b>15,000.00</b>
<b>Total Expense</b>	<b>1,265,093.92</b>
<b>Net Income</b>	<b>12,495.08</b>