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

THIS INTERLOCAL AGREEMENT, ("Agreement"), is made and entered into pursuant to Tennessee Code Annotated, Section 12-9-101, et. seq., by and between **WILLIAMSON COUNTY, TENNESSEE**, (hereinafter "County"), and the **CITY OF FRANKLIN**, (hereinafter "City"), to establish the terms, responsibilities and financial obligations of the parties for the provision of animal control services ("Services").

RECITALS

WHEREAS, Williamson County, Tennessee and the City of Franklin have the authority, pursuant to Tenn. Code Ann. §12-9-104, to enter into interlocal agreements to provide services to their citizens; and

WHEREAS, Williamson County, Tennessee, through its Animal Control Department, ("Department"), provides important animal control services to the citizens of Williamson County pursuant to the authority granted by Tenn. Code Ann. §5-1-120; and

WHEREAS, Williamson County currently provides animal control services within the City of Franklin; and

WHEREAS, the City finds that it is imperative that animal control services be available to its citizens and has agreed to pay the County a pro rata fee based on the City's population; and

WHEREAS, County and City have determined it to be in the best interest of the parties' respective citizens to enter into this Interlocal Agreement to combine resources to provide the Services:

NOW THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

- I. **Purpose of Agreement.** The County provides animal control services within the City's jurisdiction and in return, the City agrees to reimburse the County for its pro-rata share of the total cost of providing the services.
- II. **Authority.** This Agreement is made and entered into pursuant to the authority granted by the parties under the *Interlocal Cooperation Act, Tennessee Code Annotated*, Sections 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 prior to the execution of this Agreement.
- III. **Animal Control Services.** The County shall employ, or cause to be employed, such personnel as it deems appropriate and sufficient to provide the Services within both the County's and City's

jurisdiction. Such personnel shall be County employees and shall be subject to the supervision and control of such persons as the County may from time to time designate. Such personnel shall be paid a salary by the County and shall receive such other benefits and perquisites of employment as is customary of other County employees. It is the intent of the parties that such personnel shall be subject to the rules, regulations, and conditions of employment as are customary with other employees of the County.

IV. Compensation.

- a. City shall pay the County for the provision of Services an amount to be established on an annual basis to be paid by the City no later than June 30th of the fiscal year in which the Services are to be provided. The amount shall be established by taking the operating portion of the current total fiscal year animal control budget and allocating the operating portion of the total budget based on the individual City's population from the last federal census.
- b. For the fiscal year 2015-2016 the City shall pay to the County \$89,223.97. The City's population from the last federal Census was 62,487 which is 34.112% of the total County population of 183,182. The City's portion of the total animal control budget is calculated by multiplying City's population percentage by the total budget (\$1,046,248.00) which is approximately \$356,896.00 and then multiplying the actual amount by the operating portion of the budget of 25% which equals the sum of \$89,223.97.
- c. The City shall pay to the County \$89,223.97 in full no later than June 30, 2015 for the provision of the Services for the 2015-2016 fiscal year. The annual fee shall be calculated on an annual basis and shall be provided to the City of Franklin no later than March 1 of each year. The annual fee shall be due no later than June 30 of the fiscal year in which the services will be provided. The annual fee rate increase shall not exceed 5% of the previous year fee except for years in which a special census was completed.

V. Term. The initial term of this Agreement shall be for a period of fifteen months beginning on April 1, 2015 and shall continue until June 30, 2016. This Agreement shall be automatically renewed for additional one year terms beginning on July 1 of each subsequent year and continuing until June 30 of the following year unless either party provides a minimum of ninety days' written notice to the other party prior to the automatic Renewal Date of its intent to terminate the agreement. Alternatively, the parties may enter into a new agreement at any time to supersede this Agreement.

VI. Termination - Breach. Should any party fail to fulfill in a timely and proper manner a material obligation under this Agreement or if any party should violate a material term of this Agreement, the non-breaching party shall provide the breaching party with notice of the breach. The breaching party will then have fourteen calendar days from the receipt of the notice to cure the breach. Should the breaching party fail to cure the breach, the non-breaching party may terminate this Agreement. Such termination shall not relieve the breaching party of any damages sustained by the non-breaching party. Termination of this Agreement by the non-breaching party for any breach by the breaching party shall be in addition to any other remedies available for such breach. Nothing herein shall be construed as prohibiting the non-breaching party from pursuing any other available remedy, including without limitation, injunctive relief and/or money charges.

VII. Notices. All notices under this Lease shall be given in writing, addressed to the following persons:

To: Williamson County
Attn: Williamson County Mayor
1320 West Main St., Suite 125
Franklin, TN 37064

To: City of Franklin
Attn: City Administrator
103 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.

VIII. 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. 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.
- d. 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.
- e. 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.
- f. Assignment. The rights and obligations of this Agreement are not assignable.
- g. 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.

- 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, become 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, the parties have executed this Agreement as of the dates recorded below.

ATTEST:

CITY OF FRANKLIN

BY: Eric Stuckey, City Administrator

BY: Dr. Ken Moore, Mayor

DATE: _____


APPROVED AS TO FORM AND LEGALITY:

City of Franklin Attorney

ATTEST:

WILLIAMSON COUNTY, TENNESSEE

BY:

 BY: Rogers Anderson, County Mayor

DATE: _____

APPROVED AS TO FORM AND LEGALITY:



Williamson County Attorney