

RESOLUTION

WHEREAS, the City of Murfreesboro and Rutherford County have been informed by the Department of Justice of their eligibility to receive a joint award of Sixty One Thousand Nine Hundred Eleven Dollars (\$61,911.00) from a Federal grant program called the 2015 Edward Byrne Memorial Justice Assistance Grant (JAG) with the City of Murfreesboro to receive Thirty Thousand Nine Hundred Fifty Six Dollars (\$30,956.00) and Rutherford County to receive Thirty Thousand Nine Hundred Fifty Five Dollars (\$30,955.00); and

WHEREAS, to receive the award the program requires that the application be filed jointly between the County and the City, and an Interlocal Agreement be executed between the two entities agreeing upon the amount of funds each is to receive, and which agency will file the application on behalf of both entities; and

WHEREAS, it is being proposed that the City of Murfreesboro be designated as the fiscal agent to file the application on behalf of both entities, request the drawdown of funds, and pass the agreed-upon portion of the funds on to Rutherford County.

THEREFORE BE IT RESOLVED by the Rutherford County Board of Commissioners that the County Mayor and all other appropriate officials be, and they are hereby authorized, to enter into the Interlocal Agreement with the City of Murfreesboro, a copy of the same being attached hereto as Exhibit "1" and incorporated herein by reference as if set forth herein at length verbatim, designating the City of Murfreesboro as the fiscal agent to apply for the 2015 Byrne Justice Assistance Grant on behalf of Rutherford County with the share being Thirty Thousand Nine Hundred Fifty Six Dollars (\$30,956.00) applied to the City of Murfreesboro and Rutherford County to receive the sum of Thirty Thousand Nine Hundred Fifty Five Dollars (\$30,955.00). Additionally, that the County Mayor be authorized to accept the grant subject to it being awarded.

RESOLVED this 11th day of June, 2015.

RUTHERFORD COUNTY, TN

BY: _____
ERNEST G. BURGESS, Chairman

ATTEST:

LISA CROWELL, County Clerk

THE STATE OF TENNESSEE
COUNTY OF RUTHERFORD

KNOW ALL BY THESE PRESENT

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF MURFREESBORO, TENNESSEE
AND COUNTY OF RUTHERFORD, TENNESSEE**

2015 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this ____ day of _____, 2015, by and between the COUNTY of RUTHERFORD, acting by and through its governing body, the County Commission, hereinafter referred to as COUNTY, and the CITY OF MURFREESBORO, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Rutherford County, State of Tennessee, witnesseth:

WHEREAS, to receive the award the program requires that this application be filed jointly between COUNTY and CITY, and an Interlocal Agreement be executed between the two entities agreeing upon the amount of funds each is to receive, and which agency will file the application on behalf of both entities; and

WHEREAS, representatives of the two entities have agreed that CITY will file the application and share the funds, with the City of Murfreesboro receiving \$30,956.00 and Rutherford County receiving \$30,955.00; 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 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:

Section 1.

CITY agrees to pay COUNTY a total of \$30,955.00 of JAG funds.

COUNTY agrees CITY shall retain a total of \$30,956.00 of JAG funds.

Section 2.

COUNTY agrees to use \$30,955.00 for the 2015 Law Enforcement Equipment Purchase Program from October 1, 2014 until September 30, 2017.

CITY agrees to use \$30,956.00 for the 2015 Law Enforcement Equipment Purchase Program from October 1, 2014 until September 30, 2017.

Section 3.

CITY and COUNTY acknowledge that each has reviewed the Standard Assurances and Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters and Drug Free Workplace Requirements attached as Exhibits A and B hereto and shall separately comply with those requirements. Although COUNTY will be a grant sub-recipient of CITY, CITY shall have no right to monitor or enforce COUNTY's compliance with the Assurances or Certifications. Should the Department of Justice hold CITY financially liable for any violation of said Assurances or Certifications by COUNTY, COUNTY shall indemnify CITY to the extent of such liability.

Section 4.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 5.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF MURFREESBORO, TENNESSEE

COUNTY OF RUTHERFORD, TENNESSEE

City Mayor

County Mayor

County Sheriff

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

County Attorney

ATTEST:

City Recorder