INTERLOCAL AGREEMENT

BETWEEN THE CITIES OF BARTLETT, COLLIERVILLE, GERMANTOWN, MEMPHIS AND MILLINGTON, TN AND COUNTY OF SHELBY, TN

2009 RECOVERY ACT EDWARD BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this 7th day of May, 2009, by and between The COUNTY of Shelby, acting by and through its governing body, the Shelby County Board of Commissioners, hereinafter referred to as COUNTY, and the CITIES of Bartlett, Collierville, Germantown, Memphis, and Millington, TN acting by and through their governing bodies, hereinafter referred to as CITIES, all of Shelby County, State of Tennessee, witnesseth:

WHEREAS, the CITIES and COUNTY are eligible to receive $6,122,040.00 in 2009 Recovery Act Edward Byrne Justice Assistance Grant Funds; and

WHEREAS, the Bureau of Justice Assistance requires that the governmental entities execute a Memorandum of Agreement and that only one governmental entity apply for these funds; and

WHEREAS, the CITIES and COUNTY believe it to be in their best interests to reallocate the JAG funds to each entity as outlined in Exhibit A attached; 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 all 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 CITIES and COUNTY have agreed that the COUNTY will be the applicant for the 2009 Recovery Act Edward Byrne Justice Assistance Grant; and

WHEREAS, the COUNTY agrees to provide the CITIES the amounts outlined in Exhibit A attached from the JAG award for the grant expenditures as outlined in the attached.

NOW THEREFORE, the COUNTY and CITIES agree as follows:

Section 1. COUNTY agrees to pay CITIES JAG funds as outlined in Exhibit A attached. The amounts are based on an understanding that the JAG funds awarded in the total amount of $6,122,040.00 must be split between the CITIES and COUNTY. Should the total amount awarded change, the COUNTY agrees that the funds will be reallocated among the CITIES and COUNTY on a proportionate basis. The entire amount due to each entity will be disbursed to the CITIES within 45 days of the passage of a proper resolution by the Shelby County Commission accepting the total grant funds and subsequent drawdown

of the funds. COUNTY agrees to use its best efforts to remit to the CITIES its share of the JAG funds as soon as possible after receipt of funds in recognition of the CITIES' plans to use all or a portion of these funds upon receipt.

Section 2. CITIES agrees to use funds from the JAG award for the grant expenditures as outlined in the attached budget until February 28, 2013; provided however that the CITIES are responsible for allocation of their share of grant funds as they deem appropriate pursuant to the terms of the grant.

Section 3. CITIES and COUNTY agree that any interest earned on investment of JAG grant funds in an interest bearing account shall belong solely to the party in whose account said interest was earned or to the party who has been allocated those funds if the COUNTY has not distributed to the CITIES their share. Further, said party shall have sole discretion concerning expenditure of such interest to the extent that such expenditure meets JAG grant expenditure guidelines.

Section 4. COUNTY agrees to provide a final written copy of the entire 2009 Recovery Act Edward Byrne Justice Assistance Grant Application prior to final submission to CITIES. CITIES shall have the right to approve, in writing, the final grant application insofar as it relates to the portion of funds allocated to CITIES. Furthermore, CITIES shall have the right to be present when the final 2009 Recovery Act Edward Byrne Justice Assistance Grant Application is electronically submitted to the Bureau of Justice Assistance.

Section 5. Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Tennessee Government Tort Liability Act.

Section 6. Nothing in the performance of this Agreement shall impose any liability for claims against CITIES other than claims for which liability may be imposed by the Tennessee Government Tort Liability Act.

Section 7. 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 8. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 9. 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.

Section 10. COUNTY hereby agrees to provide notice to the CITIES of all correspondence with the Bureau of Justice Assistance concerning the administration of the JAG grant. Such notice shall be given by providing the CITIES with a copy of such correspondence.

Section 11. The term of this Agreement shall commence immediately upon the effective date of the 2009 Recovery Act JAG Award and end on the 28th day of February 2013 unless otherwise extended by written Agreement between the parties. Parties agree that this Agreement applies only to the 2009 Recovery Act Edward Byrne JAG Program Award and that nothing in this Agreement requires either party to maintain similar terms and conditions as regards future JAG Program Awards.

Section 12. CITIES and COUNTY agree that during all relevant times each will observe and comply with all applicable DOJ guidelines and the JAG grant and any other applicable federal, state, and local laws, ordinances, and regulations which in any manner affect the expenditure of said grant funds. In the event of any ambiguity or conflict in any such guidelines, contract provisions, or applicable laws or regulations, each party, in order to assure its compliance with the covenant set forth in this paragraph, shall be responsible for obtaining an accurate written interpretation of the same from the DOJ, and copy the other party.

Section 13. The books, records and documents of CITIES, insofar as they relate to work performed or money accepted under this Agreement, shall be maintained in conformity with generally accepted accounting principles as promulgated by AICPA, and these shall be subject to an audit, at any reasonable time and upon reasonable notice, by the COUNTY or its duly appointed representatives or a licensed independent certified public accountant.

Section 14. This Agreement will be interpreted in accordance with the laws of the State of Tennessee. By execution of this Agreement CITIES and COUNTY agree that all actions, whether sounding in contract or tort, relating to the validity, construction, enforcement of this Agreement will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this Agreement submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

Section 15. CITIES and COUNTY shall assure recognition of the role of DOJ in providing the funding through this Agreement by including proper recognition in any related printed material as determined in the grant assurances and special conditions.

Section 16. CITIES agree that the COUNTY merely is providing grant funding and is a participant in the grant to the extent specified under Section 1 and Section 2 of this Agreement. CITIES agree that the COUNTY is not responsible for personal and/or real property damage liability claims which may result from work performed under the auspices of this Agreement by the CITIES and COUNTY.

Section 17. CITIES and COUNTY shall comply with all federal, state and municipal laws as may apply to the funding pursuant to this Agreement.

Section 18. CITIES and COUNTY certify that they shall comply with and satisfy all requirements of the American Recovery and Reinvestment Act (ARRA) as may apply for the funding procured pursuant to this Agreement.

Section 19. COUNTY agrees to satisfy all reporting requirements of Section 1512(c) of the Recovery Act which requires detailed reporting not later than ten (10) calendar days after the end of each calendar quarter. CITIES certify that they shall comply with and satisfy all reporting requirements of Section 1512(c) of the Recovery Act and shall submit information to COUNTY no later than six (6) calendar days after the end of each calendar quarter.

Section 20. A determination that any part of this Agreement is invalid shall not invalidate or impair the force or effect of any other part thereof, except to the extent that such other part is wholly dependent for its operation on the part declared invalid.

CITY OF Bartlett, TN

Keith McDonald, Mayor

CITY OF Collierville, TN

Stan Joyner, Mayor

CITY OF Germantown, TN

Sharon Goldsworthy, Mayor

CITY OF Millington, TN

Richard Hodges, Mayor

CITY OF Memphis, TN

Willie W. Herenton, Mayor

COUNTY OF Shelby, TN

AC Wharton, Jr, Mayor

ATTEST: APPROVED AS TO FORM:

City Attorney

County Attorney

City Comptroller

Exhibit A

City of Bartlett	$ 49,332.60
City of Germantown	$ 17,200.00
City of Memphis	$3,061,020.00
City of Millington	$ 37,788.72
Shelby County Government	$2,917,198.68
Town of Collierville	$ 39,500.00
Total	$6,122,040.00