

RESOLUTION APPROPRIATING AND AMENDING THE 2024-2025 HEALTH DEPARTMENT
BUDGET BY \$758.00 –REVENUES TO COME FROM DONATIONS

- WHEREAS, the Centers for Disease Control and Prevention (CDC) indicates that primary prevention is designed to prevent a disease or condition from occurring; and
- WHEREAS, the Tennessee Department of Health is engaging all its employees to participate in primary prevention efforts; and
- WHEREAS, employees at the Williamson County Health Department are conducting community-based activities targeting primary prevention including substance use and misuse, suicide prevention, and reducing chronic conditions; and
- WHEREAS, a donation of \$758.00 was received during the 2024-2025 fiscal year; and
- WHEREAS, the funds were not anticipated during the budget preparation process.

NOW, THEREFORE, BE IT RESOLVED, that the 2024-2025 Health Department budget be amended, as follows:

REVENUES:
Donations \$758.00
101.00000.486106.00000.00.00.00

EXPENDITURES:
Instructional Supplies & Materials \$758.00
101.55110.542900.00000.00.00.00


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:
Budget Committee: For _____ Against _____ Pass _____ Out _____
Commission Action Taken: For _____ Against _____ Pass _____ Out _____

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers C. Anderson, County Mayor

Date

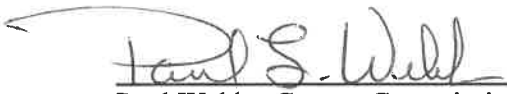
**RESOLUTION APPROPRIATING AND AMENDING THE 2024-2025
LIBRARY BUDGET BY \$89,007.55 - REVENUES
TO COME FROM DONATIONS AND MEMORIALS**

WHEREAS, *Tennessee Code Annotated, Section 5-8-101*, provides that a county government may accept donations of money, intangible personal property, tangible personal property and real property that are subject to conditional or restrictive terms if the county legislative body accepts them by majority vote; and

WHEREAS, the Williamson County Public Library has received donations from the Friends of the Library, the City of Franklin, and library patrons, which are now available to appropriate in the 2024-2025 budget.

NOW, THEREFORE, BE IT RESOLVED, that the 2024 - 2025 Library Budget be amended as follows:

<u>REVENUES</u>		
Donations/Cities	101-00000-486102-00000-00-00-00	\$ 36,463.50
Donations/Friends	101-00000-486103-00000-00-00-00	\$ 49,105.00
Donations/Memorials	101-00000-486101-00000-00-00-00	<u>\$ 3,439.05</u>
		\$ 89,007.55
<u>EXPENDITURES:</u>		
Library Books/Donations	101-56500-543201-00000-00-00-00	\$ 84,902.55
Other Charges	101-56500-559901-00000-00-00-00	<u>\$ 4,105.00</u>
		\$ 89,007.55


Paul Webb - County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Library Board: For 9 Against 0
Budget Committee: For _____ Against _____

Commission Action Taken: For _____ Against _____ Pass _____ Out _____

Jeff Whidby, County Clerk

Brian Beathard - Commission Chairman

Rogers C. Anderson - County Mayor

Date

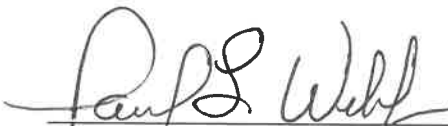
RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO EXECUTE A GRANT CONTRACT WITH THE STATE OF TENNESSEE DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY AND APPROPRIATING AND AMENDING THE OFFICE OF PUBLIC SAFETY 2024-25 BUDGET BY \$36,286.15 – REVENUES TO COME FROM HOMELAND SECURITY URBAN ARE SECURITY INITIATIVE GRANT FUNDS

- WHEREAS, Williamson County ("County") is a governmental entity of the State of Tennessee and, as such, is authorized to enter into contracts with state agencies; and
- WHEREAS, Williamson County received the Urban Area Security Initiative Grant ("UASI") from the State of Tennessee Department of Military, Tennessee Emergency Management Agency ("State"), which is pass-through funding from the United States Department of Homeland Security; and
- WHEREAS, the grant is for \$36,286.15, and the contract does not require matching funds from Williamson County; and
- WHEREAS, the Williamson County Board of Commissioners has determined that it is in the interest of the citizens of Williamson County to authorize the Williamson County Mayor to execute the grant contract with the State for grant assistance to be used for urban area security:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 10th day of February 2025, hereby authorizes the Williamson County Mayor to execute a grant contract and all other related documents with the State of Tennessee Department of Military, Tennessee Emergency Management Agency for the acceptance of grant funds for the purpose of providing urban area security;

AND BE IT FURTHER RESOLVED, that the 2024-25 Office of Public Safety budget be amended, as follows:

REVENUES:	
Federal thru State (UASI)	\$36,286.15
171.00000.475900.00000.00.00.00.G0069	
EXPENDITURES:	
Other Equipment	\$36,286.15
171.91130.579000.00000.00.00.00.G0069	


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee	For	_____	Against	_____		
Commission Action Taken:	For	_____	Against	_____	Pass	_____ Out _____

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date 09/01/2024		End Date 04/30/2027		Agency Tracking # 34101-25625	
Grantee Legal Entity Name WILLIAMSON COUNTY				Edison ID 50	
Subrecipient or Recipient ☒ Subrecipient ☐ Recipient		Assistance Listing Number 97.067 Grantee's fiscal year end June 30 th			
Service Caption (one line only) URBAN AREA SECURITY INITIATIVE (UASI) FEDERAL FISCAL YEAR 2024					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2025		36,286.15			36,286.15
TOTAL:		36,286.15			36,286.15
Grantee Selection Process Summary					
☐ Competitive Selection					
☒ Non-competitive Selection		This contract is in the best interest of the State. State agencies and Tennessee counties are eligible recipients. Each of Tennessee's ninety-five counties is assigned to one of eleven Homeland Security Districts, all of which participate in the State Homeland Security Grant Program. This award was received by Homeland Security District five (5) only. The specific criteria used in making award determinations are risk and effectiveness of use of funds and correlation with the State of Tennessee's Homeland Security Strategy. Risk, need, and vulnerability are determined by the Department of Homeland Security (DHS), in concert with the Federal Bureau of Investigation (FBI) and the Central Intelligence Agency (CIA). Department of Homeland Security determines the award.			
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			CPO USE - GG		
Speed Chart (optional)		Account Code (optional) 71301000			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY
AND
WILLIAMSON COUNTY**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Military, Tennessee Emergency Management Agency, hereinafter referred to as the "State" or the "Grantor State Agency" and Williamson County hereinafter referred to as the "Grantee," is for the provision of pass-through funding by the United States Department of Homeland Security (DHS), Urban Area Security Initiative (UASI), as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 50

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Grant Contract.
- A.2. All Fiscal Year (FY) 2024 Urban Areas Security Initiative (UASI) Grantees are required to submit an Investment Justification that provides background information, strategic objectives and priorities addressed, their funding/implementation plan, and the impact that each proposed investment is anticipated to have. As part of the FY 2024 UASI Investment Justifications, Grantees are required to establish specific capability-based outcomes associated with their proposed investments. The Grantee will provide to the State a Biannual Strategy Implementation Report (BSIR) as of the end of June (due July 15th) and end of December (due January 15th).
- A.3. The Grantee agrees that all allocations, use of funds, and other associated program and administrative requirements under this grant will be in compliance in accordance with the FY 2024 UASI Program Guidance and Application Kit and the State of Tennessee's Homeland Security Strategy.
- A.4. The Grantee may only fund approved Investments that were included in the FY 2024 Investment Justification that was submitted to the U.S. Department of Homeland Security (DHS) for review.
- A.5. The Grantee agrees that the federal funds received by this agreement will be used to supplement, but not to supplant local funds for the same purposes.
- A.6. The Grantee agrees to comply with the financial and administrative guidelines as established by the U.S. Department of Homeland Security, Preparedness Directorate, Office of Grants and Training, Office of Grant Operations (OGO) Financial Guide. The Grantee further agrees to comply with the audit requirements of Office of Management and Budget (OMB) Circular A-133, A-110 and the standards put forth by OMB Circular A-122, which deals with cost principles for non-profit organizations.
- A.7. The Grantee will comply with the Cash Management Act and understands that no federal funds received by the Grantee may be invested in an interest-bearing account.
- A.8. The Grantee shall comply with all applicable Federal, State, and local environmental and historic preservation requirements and shall provide any information requested by the Federal Emergency Management Agency (FEMA) to ensure compliance with applicable laws including National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).

A.9. The Grantee agrees that all publications created with funding under this grant shall prominently contain the following statement: "This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security." The Grantee also agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security."

A.10. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment 2, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

B.1. This Grant Contract shall be effective for the period beginning on September 1, 2024 ("Effective Date") and ending on April 30, 2027, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

B.2. Federal Preaward Authority. The Parties acknowledge that the State has the power to expend funds under this Grant Contract in accordance with applicable federal preaward authority. Federal preaward authority is a system under which recipients of federal grant money may incur certain project costs before the final approval of a federal grant and may retain eligibility for subsequent reimbursement after grant approval. The payment obligations of this Grant Contract may be predicated wholly or in part on the State's exercise of federal preaward authority. By accepting the terms of this Grant Contract, the Grantee acknowledges the following:

- a. With regard to the Grantee's activities prior to the Effective Date of this Grant Contract, only those activities which meet all of the following requirements shall be considered for reimbursement:
 - (1) Activities that are reasonably related to the Scope of Services;
 - (2) Activities in whose absence the Scope of Services could not be completed or performed; and
 - (3) Activities that meet the relevant federal agency's requirements for reimbursement under federal preaward authority.
- b. The Grantee understands the federal preaward authority system and its relation to this Grant Contract.
- c. Preaward authority is not a legal or implied commitment that the work contemplated in this Grant Contract will be approved for federal assistance or that a federal agency will obligate funds. Furthermore, it is not a legal or implied commitment that all items undertaken by the Grantee will be eligible for inclusion in a federally funded project.
- d. It is the Grantee's responsibility to ensure its own compliance with the policies and requirements of the relevant federal agency with regard to the goods or services contemplated in this Grant Contract. The Grantee assumes all risk and is responsible for ensuring that all conditions are met to retain eligibility for federal reimbursement via grant.
- e. To the extent that this Grant Contract is funded through federal preaward authority, the State's obligations under Section C of this Grant Contract shall be void in the event that any of the following occur:
 - (1) the Grantee fails to comply with the grantor federal agency's policies and regulations;
 - (2) the relevant federal agency fails or refuses to finalize a grant; or

- (3) the relevant federal agency refuses to reimburse specific expenses incurred under preaward authority.

f. The start date of the State's federal preaward authority is September 1, 2024.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed thirty-six thousand, two hundred eighty-six dollars and 15/100 cents (\$36,286.15) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 1 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Emergency Management Agency
Homeland Security Program
3041 Sfdco Drive
Nashville, TN 37204

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Military, Tennessee Emergency Management Agency.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and

- receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
- ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within thirty (30) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term,

once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
 - a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and

satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be

made by certified, first-class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Gary Baker, Homeland Security Grant Program Supervisor
Tennessee Emergency Management Agency
3041 Sidco Drive
Nashville, TN 37204
gary.baker@tn.gov
Telephone #: (615) 741-7037

The Grantee:

Rogers Anderson, County Mayor
Williamson County
1320 West Main Street, Suite 125
Franklin, TN 37064
rogers.anderson@williamsoncounty-tn.gov
Telephone #: (615) 790-5700

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
- b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. **Procurement.** If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars (\$10,000.00).

- D.21. **Strict Performance.** Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. **Independent Contractor.** The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. **Limitation of State's Liability.** The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments, or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. **Force Majeure.** "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers, or business apart from this Grant Contract is not a Force Majeure Event

under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars (\$10,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments, and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a

secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here:
http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies

arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

- D.30. **Completeness.** This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. **Severability.** If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. **Headings.** Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. **Iran Divestment Act.** The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. **Debarment and Suspension.** The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors, and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. **Confidentiality of Records.** Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State

or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.3. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.
- E.4. Compliance with Title VI of the Civil Rights Act of 1964. The Grantee agrees to comply with the provisions contained in Title IV of 1964 Civil Rights Act (42 U.S.C. 2000d), and any federal regulations specific to the funding of this grant. The Grantee further agrees to complete and return a self-compliance report as provided by the Grantor.
- E.5. Compliance With National Incident Management System (NIMS). The Grantee will be in compliance with NIMS Standards established by the U.S. Department of Homeland Security and the Federal Emergency Management Agency authorized by Homeland Security Presidential Directive 08 (HSPD-08). The Grantee agrees that it has met NIMS compliance standards. The Grantee further agrees to complete within the announced suspense date the NIMS Implementation yearly survey.
- E.6. Federal Funding Accountability and Transparency Act (FFATA).
This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.
- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:

- i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
- ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization, or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: <https://www.gsa.gov>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

IN WITNESS WHEREOF,

WILLIAMSON COUNTY:

GRANTEE SIGNATURE	DATE
ROGERS ANDERSON, COUNTY MAYOR	
PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)	

DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY:

WARNER A. ROSS, II, MAJOR GENERAL	DATE
THE ADJUTANT GENERAL, MILITARY DEPARTMENT	

I certify that this entity meets Civil Rights Title VI compliance.

Signature

Date

Reviewed by Dept. of Military Civil Rights Title VI Officer

GRANT BUDGET				
WILLIAMSON COUNTY: URBAN AREA SECURITY INITIATIVE 2024				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: 09/01/2024 END: 04/30/2027				
	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries, Benefits & Taxes	0.00	0.00	0.00
	Professional Fee, Grant & Award ²	36,286.15	0.00	36,286.15
	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
	Travel, Conferences & Meetings	0.00	0.00	0.00
	Interest ²	0.00	0.00	0.00
	Insurance	0.00	0.00	0.00
	Specific Assistance To Individuals	0.00	0.00	0.00
	Depreciation ²	0.00	0.00	0.00
	Other Non-Personnel ²	0.00	0.00	0.00
	Capital Purchase ²	0.00	0.00	0.00
	Indirect Cost	0.00	0.00	0.00
	In-Kind Expense	0.00	0.00	0.00
	GRAND TOTAL	36,286.15	0.00	36,286.15

¹ Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html>).

² Applicable detail follows this page if line-item is funded.

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
FUNDING OF TRAINING, EXERCISES, PLANNING AND EQUIPMENT PURCHASES ALLOWABLE UNDER THE FFY 2024 URBAN AREA SECURITY INITIATIVE	36,286.15
TOTAL	36,286.15

ATTACHMENT 2

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	WILLIAMSON COUNTY
Subrecipient's Unique Entity Identifier (SAM)	DPCXM6A1QBQ7
Federal Award Identification Number (FAIN)	EMW-2024-SS-05042
Federal award date	09/19/2024
Subaward Period of Performance Start and End Date	09/01/2024 – 04/30/2027
Subaward Budget Period Start and End Date	09/01/2024 – 04/30/2027
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	97.067 Urban Area Security Initiative
Grant contract's begin date	09/01/2024
Grant contract's end date	04/30/2027
Amount of federal funds obligated by this grant contract	36,286.15
Total amount of federal funds obligated to the subrecipient	36,286.15
Total amount of the federal award to the pass-through entity (Grantor State Agency)	1,346,340.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	UASI 2024
Name of federal awarding agency	U.S. Department of Homeland Security
Name and contact information for the federal awarding official	Pamela Williams, GPD Assistant Administrator FEMA-GPD 400 C Street, SW, 3 rd Floor Washington, DC 20472 Telephone #: (866) 927-5646
Name of pass-through entity	Department of Military, Tennessee Emergency Management Agency
Name and contact information for the pass-through entity awarding official	Gary Baker, Homeland Security Grant Program Supervisor Tennessee Emergency Management Agency 3041 Sidco Drive Nashville, TN 37204 gary.baker@tn.gov Telephone #: (615) 741-7037
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	N/A

**RESOLUTION APPROVING A NEW PART-TIME LIAISON POSITION FOR
THE WILLIAMSON COUNTY VETERANS TREATMENT COURT**

- WHEREAS,** the Williamson County Veterans Treatment Court (“Veterans Court”) received a grant from the Department of Health and Human Services and a portion of the award is to fund a new liaison position; and
- WHEREAS,** the Veterans Court is in need of a part-time liaison to provide general administration and coordination of interdisciplinary operations; and
- WHEREAS,** the grant contract is for four more years at an annual installment conditioned on the funds being used for the Veterans Court program subject to the conditions set forth by the notice of award and the terms and conditions of the grant; and
- WHEREAS,** it is understood that should the grant funds not be appropriated for this position or if the grant funds are fully expended, the position will cease to exist, and
- WHEREAS,** the Williamson County Board of Commissioners has determined that it is in the interest of the citizens of Williamson County to authorize the creation of a new liaison position to assist the Veterans Court in coordinating the program:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 10th day of February, 2025, hereby authorizes the inclusion of a new part-time position for a liaison for the Williamson County Veterans Treatment Court, who would work no more than 20 hours per week at an annual salary not to exceed \$30,000.


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Human Resources Committee	For <u>4</u>	Against <u>0</u>		
Budget Committee	For <u> </u>	Against <u> </u>		
Commission Action Taken	For <u> </u>	Against <u> </u>	Pass <u> </u>	Out <u> </u>

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers Anderson, Williamson County Mayor

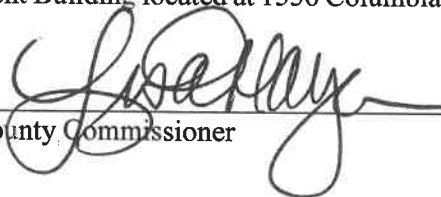
Date

Resolution No.: 2-25-7
Requested by: County Mayor

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR
TO ENTER INTO A LEASE AGREEMENT WITH TRANSPORTATION MANAGEMENT
ASSOCIATION GROUP FOR THE OLD HIGHWAY DEPARTMENT BUILDING**

- WHEREAS,** Williamson County is a Tennessee governmental entity which is authorized to execute lease agreements for real property pursuant to *Tennessee Code Annotated, Sections 5-7-116, and 7-51-901 et. seq.*; and
- WHEREAS,** Williamson County owns improved real property located at 1556 Columbia Avenue, Franklin, Tennessee that was formerly used as the Williamson County Highway Department building ("Old Highway Department Building"), and which is currently being leased by the Transportation Management Association Group ("TMA");
- WHEREAS,** TMA is a 501(c)(3) nonprofit corporation that was established in 1988 as a public-private partnership of business, governmental, and community leaders that operates a wide range of commute services, including a regional vanpool program, management of the Franklin Transit Authority for the City of Franklin, and the Clean Air Partnership of Williamson County; and
- WHEREAS,** TMA has expressed its desire to continue to lease the Old Highway Department Building from Williamson County to operate its commute services; and
- WHEREAS,** the Williamson County Board of Commissioners have determined that it is in the interest of the citizens of Williamson County to authorize the Williamson County Mayor to execute a lease agreement with Transportation Management Association Group for the continued lease of the Old Highway Department Building:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 10th day of February, 2025, hereby authorizes the Williamson County Mayor to execute a lease agreement and any future amendments or addendums, with Transportation Management Association Group for the continued use of Williamson County owned improved real property formerly used as the Williamson County Highway Department Building located at 1556 Columbia Avenue, Franklin, Tennessee 37064.


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Property Committee	For <u>6</u>	Against <u>0</u>		
Budget Committee:	For _____	Against _____		
Commission Action Taken:	For _____	Against _____	Pass _____	Out _____

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease Agreement") is entered into by and between Williamson County, Tennessee, a governmental entity of the State of Tennessee ("Owner"), and the Transportation Management Association Group ("Tenant"), for the purpose of leasing the former Williamson County Highway Department Building located at 1556 Columbia Avenue, Franklin, Tennessee ("Property").

Witnesseth:

1. **Location.** Owner hereby leases to Tenant, the structure formerly used as the Williamson County Highway Department Building located at 1556 Columbia Avenue, Franklin, Tennessee 37064 ("Leased Premises"). Tenant accepts the Leased Premises "as is." Notwithstanding the foregoing, Owner covenants and warrants that Owner is the true and lawful owner of the Leased Premises and has full power to let and lease the Leased Premises.
2. **Description.** The Leased Premises consists of office space and garages. This Lease Agreement includes nonexclusive use of the adjacent parking area located on the Property.
3. **Use.** The Leased Premises shall be used only for the provision of commuting services provided by Tenant to the public and other related activity used in the ordinary course of Tenant's current business. Tenant shall not cause or permit any objectionable or unpleasant odors, smoke, dust, gas, noise, or vibrations to emanate from the Property that would constitute a nuisance or would disturb, unreasonably interfere with, or endanger neighboring property owners and businesses. AT NO TIME DURING THE TERM OF THIS LEASE AGREEMENT, OR ANY EXTENSIONS THEREOF, MAY TENANT MATERIALLY CHANGE THE NATURE OF THE USE FROM THAT WHICH WAS IN EFFECT AT THE INCEPTION OF THIS LEASE AGREEMENT WITHOUT THE EXPRESS WRITTEN CONSENT OF OWNER. Tenant shall comply with all governmental laws, ordinances, and regulations applicable to Tenant's use of the Property, including the Environmental Laws as defined herein, and promptly shall comply with all governmental orders and directives for the correction, prevention, and abatement of nuisances or zoning violations in or upon, or connected with Tenant's use of the Property, all at Tenant's sole expense. Tenant shall provide Owner with a summary of any notice, whether oral or written, received by Tenant by any governmental authority with respect to the Property. For the purposes of this Lease Agreement, "Environmental Law" shall mean any applicable federal, state or local law, statute, regulation or ordinance of any governmental or quasi-governmental authority with jurisdiction relating to pollution, land use, health or safety or the protection of human, animal or plant life or the environment; (i) "Hazardous Substances" shall mean any and all pollutants, contaminants, toxic or hazardous wastes, or any other substance which is flammable, explosive, toxic, radioactive, corrosive or otherwise hazardous to human, animal or plant life or the environment, asbestos, any oil, petroleum or petroleum product, or any other substance or material regulated from time to time as a hazardous or toxic substance, waste or material under applicable law, including, without limitation, any "hazardous substance," "hazardous waste," "hazardous material" or "contaminant," as defined by any Environmental Law; and (ii) "Release" shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing of any Hazardous Substances.
4. **Term.** The term of this Lease Agreement shall be for one (1) year and shall commence on April 1, 2025 and shall end on March 31, 2026 with such rights of termination as are hereinafter expressly set forth. This Lease Agreement may not be extended beyond the end date.
5. **Rental.** Tenant shall pay Owner the annual rental rate of Forty-Five Thousand Fifty and 00/100 Dollars (\$45,050.00) for use of the Property and Leased Premises. Tenant may either pay the rental rate in one (1) annual installment of Forty-Five Thousand Fifty and 00/100 Dollars (\$45,050.00) due on April 1st of 2025 or in twelve (12) monthly increments of Three Thousand Seven Hundred Fifty-Four and 16/100 Dollars (\$3,754.16), to be paid monthly in advance on the 1st day of each succeeding month. If the first and/or last months of this Lease Agreement are partial calendar months, then the first and/or last payments of rent rate shall be proportionately adjusted. Any amounts required to be paid by Tenant hereunder, which is not paid

within ten (10) workdays of the date when due, shall bear interest at a rate equal to twelve percent (12%) per annum or the highest rate permitted by applicable law, whichever is greater.

6. **Possession.** Tenant shall be entitled to possession on the first day of the term of this Lease Agreement and shall yield possession to Owner on the last day of this Lease Agreement, unless otherwise terminated by Owner or as agreed in writing by the parties to extend the term of this Lease Agreement. At the expiration of this Lease Agreement, Tenant shall remove all personal property owned or leased by Tenant and peaceably yield up the Leased Premises to Owner. Tenant shall be entitled to reasonable nonexclusive use of the parking area.

7. **Warranty.** Tenant expressly assumes full responsibility for all persons connected with Tenant's use of the Leased Premises regardless of relationship, including all its employees, agents, members, invitees, visitors, paying customers, licensees, and participants in the provision of services. Tenant warrants that Tenant, its officers, employees, volunteers, agents, or anyone acting on behalf of Tenant will not make or suffer any unlawful, improper, or offensive use of the Leased Premises or any use or occupancy thereof contrary to any law of the State or any ordinance of Williamson County or the City of Franklin, or which shall be injurious to any person or property, or which shall be liable to endanger or affect any insurance on the Property or to increase the premium thereof.

8. **Termination for Convenience.** Either Tenant or Owner may terminate this Lease Agreement at any time by giving written notice to the other party at least thirty (30) days prior to the date when such termination becomes effective. Said notice shall commence on the day after the date of mailing.

9. **Termination for Cause.**

A. **Tenant.** Tenant may in its sole discretion terminate this Lease Agreement at any time for any of the following causes: (a) Misrepresentations committed during the negotiation, execution, or term of this Lease Agreement; or (b) Any other material breach of the terms of this Lease Agreement by Owner which is not adequately remedied within thirty (30) days of the mailing of written notice thereof to Owner.

B. **Owner.** Owner may in its sole discretion terminate this Lease Agreement at any time for any of the following causes: (a) Tenant fails to pay any amounts due to Owner under this Lease Agreement in the manner as provided in this Lease Agreement; (b) Tenant disturbs other tenants of the Lease Premises; (c) Failure by Tenant to maintain the Leased Premises in a clean and orderly manner; (d) Tenant uses the Leased Premises in any unlawful manner; (e) Tenant dissolves or ceases doing business as a non-profit entity or becomes insolvent or bankrupt; (f) Tenant abandons the Leased Premises before the end of the term; or (g) Any other breach of the material terms of this Lease Agreement by Tenant which is not adequately remedied within thirty (30) days of the mailing of written notice thereof to Tenant. Upon default by Tenant, Owner may exercise the following remedies, in its sole discretion: Declare the total rent under this Lease Agreement due and payable in full for the remaining term and to take immediate possession of the Leased Premises; or Terminate this Lease Agreement by giving Tenant written notice of termination, which shall not excuse any breach of this Lease Agreement by Tenant. Upon termination based on breach of this Lease Agreement, Tenant shall pay the total rent due together with all other costs, expenses, or damages incurred by Owner as a result of the breach of this Lease Agreement.

10. **Notice.**

A. **Delivery.** Except as otherwise provided herein, any notice or other communication between the parties regarding the matters contemplated by this Lease Agreement may be sent by United States mail (first class, airmail or express mail), commercial courier, facsimile or electronic mail, in each case delivered to the address set forth below for the recipient.

B. **Receipt.** Communications shall be deemed received, if by mail, on the earlier of receipt or the third calendar day after deposit in the mail with postage prepaid; if by courier, when delivered as evidenced by the courier's records; if by facsimile, upon confirmation of receipt by the sending telecopier; and if by electronic mail, when first available on the recipient's mail server. If received on a day other than a business day, or on a business day but after 4:30 p.m., recipient's local time, the

communication will be deemed received at 9:00 a.m. the next business day.

C. Addresses.

- i. Owner: **Williamson County, Tennessee**
Williamson County Mayor's Office
1320 West Main Street, Suite 125
Franklin, TN 37064
- ii. Tenant: **Transportation Management Association Group**
708 Columbia Avenue
Post Office Box 266
Franklin, TN 37065

11. **Assignment and Subletting.** This Lease Agreement cannot be assigned or subleased by either party.

12. **Inspection.** Owner reserves the right to enter and inspect the Leased Premises in its discretion Monday thru Friday 8 am to 5 pm to render services and make any necessary repairs to the Leased Premises for which it is obligated under this Lease Agreement. Owner may enter the Leased Premises at any time should it determine an emergency exists, or to conduct needed repairs or for the provision of janitorial services if included in this Lease Agreement.

13. **Alterations.**

A. No addition, erection, installation, or other physical alteration of the Leased Premises shall be made without the prior approval of Owner. Prior to making any changes to the Leased Premises, Tenant shall submit to Owner plans and layouts of such decorations or installations for approval by Owner. All approvals will be granted or denied in Owner's sole discretion which shall not be unreasonably withheld. Tenant shall remain solely responsible for obtaining all other approvals and permits from any other governmental entity under any existing fire regulations or other laws or regulations.

B. In the event Owner approves of any addition, erection, installation, or other physical alteration, Tenant bears the sole responsibility and cost of restoring the Leased Premises to the same or better condition in which Tenant first accepted the Leased Premises.

C. Tenant is prohibited from changing or removing locks or hardware on any door in the Leased Premises unless prior written consent is obtained by Owner.

14. **Obligation to Secure the Leased Premises.** Tenant agrees that it will be solely responsible for ensuring that all equipment, computers, supplies, and any other material or items will be secured in the Leased Premises. Owner shall not be responsible for any loss or damage to any computers, equipment, documents or other items owned, leased, or used by Tenant.

15. **Surrender of Possession.** Upon termination or expiration of this Lease Agreement, Tenant will peaceably surrender to Owner the Leased Premises in as good order and condition as when received, reasonable use and wear thereof and damage by earthquake, fire, public calamity, the elements, act of God, or circumstances over which Tenant has no control or for which Owner is responsible pursuant to this Lease Agreement excepted. Owner shall not be responsible for any items, fixtures, equipment, material or any other item owned or leased by Tenant which remains in the Leased Premises beyond the termination of this Lease Agreement.

16. **Quiet Possession.** Owner agrees that Tenant, in keeping and performing covenants contained herein or on the part of Tenant to be kept and performed, shall at all times during the existence of this Lease Agreement peaceably and quietly have, hold, and enjoy the Leased Premises, without suit or hindrance from Owner, or any person claiming under Owner.

17. **Repair and Maintenance.** During the term of this Lease Agreement, Owner shall maintain the structural and foundation of the Leased Premises and appurtenances to the end that all such facilities are kept in good operating condition by Tenant except in case of damage arising from a willful or negligent act of

Tenant, Tenant's agent, invitee, or employee. In case Owner, after notice in writing from Tenant requiring Owner to comply with the requirements of this paragraph in regard to a specified condition, shall fail, refuse, or neglect to comply therewith within thirty (30) days of receipt of the notice, or in the event of an emergency constituting a hazard to the health or safety of Tenant's employees, property, or invitees, Tenant may perform such maintenance or make such repair at its own cost and may deduct the amount thereof from the rent that may then be or thereafter become due hereunder. Tenant at its own cost and expense, shall: (i) maintain the Property and all parts thereof in good repair, order and condition, reasonable wear and tear excluded, and promptly make all repairs and replacements necessary to do so; (ii) promptly replace, repair and maintain all fixtures and other property in the Lease Premises, including, without limitation all Tenant's improvements, heating, ventilating and air conditioning systems, electric, plumbing, security, or other utility services or systems; (iii) continuously maintain all utility connections serving the Property and arrange and pay for all such utilities; (iv) continuously keep clear all sanitary sewer, waste, drain and other pipes; and (v) promptly replace all broken glass windows and doors in the Leased Premises. Tenant shall perform all work with respect to the Property, including, without limitation, all repairs, maintenance, replacements, alterations, additions or improvements, in a first-class, safe, good and workmanlike manner, in accordance with all applicable statutes, ordinances, regulations and other laws including, without limitation, building codes and ordinances, free from defects in design, condition, material and workmanship.

18. **Indemnification.** Owner shall not be liable for any loss, damage, or injury to persons or property occurring, regardless of cause, in or about the Leased Premises, and to the degree permissible by applicable law, Tenant shall indemnify and hold Owner harmless from any and all such injuries and damages, and shall defend any claims or legal action arising therefrom, and pay all judgments resulting therefrom and shall reimburse Owner for all costs and expenses, including attorney's fees, paid or incurred by Owner as a result, either indirectly or directly of Tenant's use of the Leased Premises. However, this indemnity shall not apply to any loss or injury resulting from the negligent acts of Owner, its employees, or agents.

19. **Insurance.** Tenant is self-insured for general liability in an adequately funded Self-Insurance Program up to the limits as set out by applicable law. The parties acknowledge Tenant's self-insured program satisfies Owner's insurance requirements. Tenant is urged to purchase and maintain property insurance for its property.

20. **Copyrights, Royalties, and Trademarks.** Tenant warrants that no music, visual displays, video, DVDs, literary or artistic work, or other property protected by copyright will be performed, reproduced, provided, or used, nor will the name of any entity protected by trademark be reproduced or used during Tenant's use of the Leased Premises unless Tenant has obtained written permission from the copyright or trademark holder and has satisfied all copyright and trademark laws. Tenant shall comply strictly with all laws respecting copyright, royalties and trademarks, and warrants that it will not infringe any related statutory, common law, or other right of any person during its use of the Leased Premises. Tenant shall indemnify and hold Owner and its officers, agents and employees harmless from all claims, losses and damages (including court costs and attorney fees) with respect to such copyright, royalty or trademark rights.

21. **Choice of Law/Venue.** This Lease Agreement shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this Lease Agreement or its attachment becomes subject to litigation, exclusive venue for such action will be in Williamson County, Tennessee or in a federal court with jurisdiction over Williamson County.

22. **Employment Practices.** Tenant shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex or which is in violation of applicable laws concerning the employment of individuals with disabilities.

23. **Abandoned Property.** Any property remaining in the Leased Premises or any property stored by Owner which has not been claimed by Tenant within ten (10) days after the expiration of this Lease Agreement shall be deemed abandoned by Tenant. At Owner's option, Owner may: (i) take possession of it and treat it as its own property and utilize it, or destroy it or otherwise dispose of it, or (ii) store it at Tenant's

sole expense and risk. Tenant hereby waives any right to claim the value thereof or damages therefore. Tenant shall be liable to Owner for: (i) the cost incurred by Owner in disposing of or destroying the abandoned property and (ii) the cost of storing it if Owner elects to store it for Tenant.

24. **Appropriations.** All terms and conditions of this Lease Agreement are made subject to the continued appropriations by the appropriate legislative body.

25. **Destruction.** If the Leased Premises is destroyed by fire or other casualty this Lease Agreement shall terminate with no further obligations from Owner. If such casualty shall render ten percent (10%) or less of the floor space of the Leased Premises unusable for the purpose intended, Owner shall effect restoration of the Leased Premises as is reasonably possible.

In the event such casualty shall render more than ten percent (10%) of such floor space unusable but not constitute total destruction in Owner's sole opinion, Owner shall forthwith give notice to Tenant of the specific number of days required to repair the same. If Owner under such circumstances shall not give such notice within thirty (30) calendar days after such destruction, or if such notice shall specify that such necessary repairs will require more than ninety (90) days to complete from date such notice is given, Tenant, in either such event, at its option, may terminate this Lease Agreement or, upon notice to Owner, may elect to undertake the necessary repairs itself, deducting the cost thereof from the rent to become due under this Lease Agreement. Repairs may only be conducted by Tenant after written authorization is granted by Owner.

In the event Tenant remains in possession of the Leased Premises though partially destroyed, the rent as herein provided shall be reduced by the same ratio as the net square feet Tenant is thus precluded from occupying bears to the total net square feet in the Leased Premises. "Net square feet" shall mean actual inside dimensions and shall not include public corridors, stairwells, elevators, and restrooms.

26. **Services and Utilities.** Tenant shall be responsible for the provision and furnishing, during the term of this Lease Agreement at Tenant's cost, janitorial services and paper products for all areas of the Leased Premises and outside the Leased Premises. Tenant shall ensure trash containers in the Leased Premises are periodically emptied and sweep or vacuum the Leased Premises on an as needed basis. If the parties agree on a single location to dispose of Tenant's trash, then Owner will be responsible for removing the trash. Tenant shall be responsible for obtaining and paying for all utilities, telephone, telecommunication data, and internet services. Any additional services will need to be agreed upon in writing by the parties.

27. **Time of Essence.** Time is of the essence of this Lease Agreement, and the terms and provisions of this Lease Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns to the respective parties hereto.

28. **Health and Safety.**

A. Tenant shall conform to the following Health and Safety provisions: U.S. Department of Labor, Occupational Safety and Health Act, all other applicable Federal, State, County and local laws, ordinances, codes, landfill regulations, and any other regulations as may be cited in this Agreement. When any of these authorities are in conflict, the more stringent regulation/requirement will be followed. Tenant's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve its responsibility to comply with the safety provisions.

B. If death, serious injuries, or serious property damage are caused, Tenant agrees to immediately report such incident to Williamson County Government Risk Management at (615) 790-5466 during business hours, or at (615) 791-6200 (requesting dispatch), after business hours, holidays and weekends.

29. **Severability.** In the event that any section and/or term of this Lease Agreement is found by a court of competent jurisdiction to be in contravention of the Constitution of this State or of the United States, or any law of this State, such section and/or term is to be severable from the remainder of this Lease Agreement, and the remaining sections and/or terms are to be fully enforceable.

30. **Compliance with Laws.** Tenant shall at all times keep and maintain the Leased Premises in compliance with all applicable laws, ordinances, statutes, rules, regulations, orders, and requirements of all federal, state, county and municipal governments and of all other governmental agencies or authorities having or claiming jurisdiction over the Leased Premises or the business activities conducted thereon or therein.

31. **Holding Over.** In the event Tenant remains in possession of the Lease Premises after the expiration of the lease term, or any extension thereof, this Lease Agreement shall be automatically extended on a month to month basis, subject to thirty (30) days termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable.

32. **Prohibition of Encumbrances.** The parties shall not engage in any financing or any other transactions creating any mortgages, mechanic's or materialman's liens, or any other encumbrances or liens or claims of any kind upon the Leased Premises or other property owned or controlled by Owner.

33. **Americans with Disabilities Act.** Tenant shall, at its sole expense, maintain the Leased Premises in full compliance with all applicable federal, state or municipal laws, ordinances, rules and regulations currently in existence or hereafter enacted or rendered governing accessibility for the disabled or handicapped, including, but not limited to, any applicable provisions of The Americans With Disabilities Act, and all regulations and guidelines promulgated under any all of the foregoing, as the same may be amended from time to time.

34. **Service Animals.** No animals are permitted in the Leased Premises except for service animals that are specifically trained to perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability.

35. **Waiver of Default.** No failure by either party to insist upon the strict performance of any term or condition of this Lease Agreement or to exercise any right or remedy available on a breach thereof, and no acceptance of full or partial rent during the continuance of any breach shall constitute a waiver of any breach of any term or condition. No obligation of this Lease Agreement which either party is required to perform, and no breach thereof, shall be waived, altered, or modified, except by a written instrument executed by the parties. No waiver of any breach shall affect or alter any term or condition in full force and effect with respect to any other then existing or subsequent breach.

36. **Assumption of Responsibility.** Tenant assumes full responsibility for all persons acting on behalf of or through Tenant with respect to Tenant's use of the Leased Premises, including Tenant's employees, agents, and invitees. Owner assumes responsibility for all persons acting by or under direction of Owner with respect to its obligations of this Lease Agreement, including Owner's employees, agents, and invitees.

LAST ITEM ON PAGE

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed by their duly authorized representatives on this the ____ day of _____, 2025.

OWNER:
Williamson County, Tennessee

By: _____
Williamson County Mayor

By: _____
Phoebe Reilly, Budget Director

By: _____
Leslie Mitchell, Purchasing Director

By: _____
Kevin Benson, Property Manager

By: _____
Jim Ruhl, Risk Manager

By: _____
Williamson County Attorney for Form

TENANT:
Transportation Management Association Group

By: _____
Signature

By: _____
Name/Title

**RESOLUTION TO PERMIT THE WILLIAMSON COUNTY MAYOR TO AUTHORIZE
THE TEMPORARY SALE OF ALCOHOLIC BEVERAGES AT THE
AGRICULTURAL EXPOSITION PARK DURING THE ANNUAL ROTARY RODEO**

- WHEREAS,** *Tennessee Code Annotated, Section 57-5-101, et. seq.* authorizes Class A counties to prohibit the storage, sale, or manufacture of beer up to two thousand feet from any place of public gathering; and
- WHEREAS,** the Williamson County Board of Commissioners previously adopted resolutions specifically prohibiting the sale of alcoholic beverages on Williamson County property; and
- WHEREAS,** the result of the prohibition of selling alcohol on County property requires the Williamson County Board of Commissioners to review and approve an event held at the Williamson County Agricultural Exposition Park that involves the limited temporary sale of alcohol; and
- WHEREAS,** with the adoption of this resolution, the Board of Commissioners will temporarily repeal the previously adopted resolutions prohibiting the sale of alcohol on County property within two thousand feet of a place of public gathering in order to authorize the Franklin Noon Rotary Club permission to temporarily sell alcohol conditioned on the applicant fully satisfying all applicable laws, rules, permit requirements, and ordinances:

NOW THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 10th day of February, 2025, does hereby amend and partially repeal previously adopted resolutions prohibiting the temporary sale of alcohol at the Williamson County Agricultural Exposition Park by the Franklin Noon Rotary Club during the 2025 Rodeo from May 14 to May 18, which may be within two thousand feet of a place of public gathering, to the extent required for the Williamson County Mayor to approve the temporary sale of alcohol in a confined area not open to the general public, conditioned on the Franklin Noon Rotary Club obtaining all required permits needed to temporarily sell alcohol in the limited capacity as provided herein on county owned property located within the City of Franklin;

BE IT FURTHER RESOLVED, that failure to obtain or maintain all required permits from the TABC and the City of Franklin will result in the immediate termination of Franklin Noon Rotary Club's authority to sell alcohol at the Williamson County Agricultural Exposition Park;

AND BE IT FURTHER RESOLVED, that this Resolution shall become effective upon adoption.


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee	For _____	Against _____		
Property Committee	For <u>6</u>	Against <u>0</u>		
Commission Action Taken	For _____	Against _____	Pass _____	Out _____

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

Resolution No.: 2-25-9
Requested by: Solid Waste Director

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER
INTO A NONEXCLUSIVE REVOCABLE LICENSE AGREEMENT WITH
CITY EWASTE, LLC FOR THE USE OF A PORTION OF PROPERTY LOCATED AT
VARIOUS CONVENIENCE CENTERS**

- WHEREAS,** Williamson County is a Tennessee governmental entity which is authorized to execute revocable license agreements; and
- WHEREAS,** Williamson County owns and operates multiple convenience centers, including centers in Nolensville, Grassland, Fairview, College Grove, and the Williamson County landfill (“Property”) as is further detailed in the attached license agreement; and
- WHEREAS,** City eWaste, LLC (“eWaste”) is a for-profit business that collects used and discarded electronic devices; and
- WHEREAS,** eWaste approached the Williamson County Solid Waste Department with a proposal to collect used and discarded electronic devices at various convenience center locations; and
- WHEREAS,** Williamson County provides the use of space at no cost to eWaste conditioned on eWaste collecting the disposed devices at no cost to the citizens of Williamson County; and
- WHEREAS,** the Williamson County Board of Commissioners has determined that it is in the interest of the citizens of Williamson County to authorize the Williamson County Mayor to execute a nonexclusive revocable license agreement with eWaste:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 10th day of February, 2025, hereby authorizes the Williamson County Mayor to execute a nonexclusive revocable license agreement and any future amendments or addendums with City eWaste, LLC for the use of space at the convenience centers located Nolensville, Grassland, Fairview, College Grove, and the Williamson County landfill.


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Solid Waste Board	For _____	Against _____		
Property Committee	For <u>6</u>	Against <u>0</u>		
Budget Committee:	For _____	Against _____		
Commission Action Taken:	For _____	Against _____	Pass _____	Out _____

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

**NONEXCLUSIVE REVOCABLE LICENSE AGREEMENT
USE OF SPACE FOR RECYCLING PURPOSES**

THIS NONEXCLUSIVE REVOCABLE LICENSE AGREEMENT ("Agreement") is made by and between WILLIAMSON COUNTY, TENNESSEE ("County"), a county governmental entity of the state of Tennessee, and FRANKLIN EWASTE/CITY EWASTE, LLC, a self-supporting entity ("Licensee") with a place of business located at 110 Jennings St., Franklin, Tennessee, for use of space at various recycling convenience centers ("Centers") for the limited purpose of collecting used discarded electronic items.

1. PREMISES.

A. County grants a non-exclusive revocable license to Licensee and Licensee accepts from County a license to use space defined by County as it may relocate from time to time at the discretion of County. The Premises shall be used by Licensee for the sole purpose of collecting used electronic waste at certain Centers ("Premises") which are further described as specified in Exhibit A which may be amended from time to time by agreement of the parties which is attached and made a part hereof. The license granted herein is conditioned on Licensee using the Premises to collect used electronic waste at no cost to County or its citizens except otherwise specifically provided herein. Licensee acknowledges it has conducted a physical inspection of the Premises and accepts the same without representation or warranty, in fact or by law, by County.

B. The Centers, including all portions thereof are provided "as is." County makes no representations, warranties, or guarantees, express or implied, including, without limitation, the warranty of merchantability and the warranty of fitness for a particular purpose, relating to the Premises, or to Licensee's use thereof. County makes no guarantee or representation that the Premises will be available for Licensee's use at any particular time. Licensee shall be responsible for any damage, injury, or loss, including personal injury, death, and property damage, resulting from the use of the Premises by Licensee and/or its employees, volunteers, and agents. Licensee shall be responsible for restoring, cleaning, and the sanitary condition of any portion of the Centers used by Licensee.

C. Licensee shall immediately notify County of the following:

- (i) any injuries requiring medical attention or death;
- (ii) any damage to or malfunction of the equipment located in the Premises; and/or
- (iii) any other condition that may affect the safe and orderly operation of the Premises.

D. Licensee and its employees, volunteers, and agents shall not make any use of the Premises that, in County's sole discretion, disrupts the orderly operation of the Centers by and/or use of the Centers by other parties who are authorized to use the Centers. Licensee shall diligently report to County any violations of this section and/or disruptive behavior by Licensee or any of Licensee's employees, volunteers, or agents.

2. Use. Licensee shall furnish the labor, expertise, equipment, and tools necessary for the collection, storage, transportation, and disposal of all electronic waste collected at the Centers. Licensee shall provide a bin large enough to meet the needs of Licensee to be housed at each Center that is used by Licensee. Licensee shall have full, complete, and sole control and direction over all aspects of its business and operation as contemplated under this Agreement. Licensee shall provide all equipment, personnel, vehicles, and management required to fulfill Licensee's obligations under this Agreement. Licensee shall be responsible for securing necessary permits and approvals from relevant Federal, State, and local governmental agencies having jurisdiction over its disposal operations including without limitation, any activities related to the collection and loading of the electronic waste into Licensee's or its subcontractor's vehicles. Licensee shall maintain its vehicles, equipment, and appurtenant machinery, and any recycling bins and containers used or supplied by Licensee, in good mechanical condition and in compliance with all applicable Federal, State, and local laws,

regulations, and ordinances. The company name and telephone number of Licensee shall be displayed on both sides of the truck and shall be kept legible and visible.

3. **TERM.** The initial term of this Agreement shall commence on February 1, 2025, conditioned on Licensee satisfying all of its obligations contained herein. The initial term shall end on January 31, 2026, with such rights of termination as are hereinafter expressly set forth. This Agreement may be extended for four (4) additional terms of one (1) year each for a total period of less than five (5) years. In no event shall this Agreement extend beyond 11:59 on January 31, 2030. Renewals shall be exercised prior to the expiration of the term at the discretion of County. To be effective, amendments or addendums to extend this Agreement shall be approved for form by the Williamson County Attorney's Office and the Williamson County Department of Finance and signed by the Williamson County Mayor.

4. **FEE.** For the initial one (1) year term, the parties agree that this Agreement shall consist of the mutual understandings contained herein as compensation. The parties agree that for the initial one (1) year term, monetary compensation shall neither be expected nor received by any party. Licensee shall be responsible for all of Licensee's costs associated with the use of the Premises unless otherwise specified herein. Prior to the conclusion of the initial one (1) year term, the parties shall in good faith revisit the compensation issue prior to extending this Agreement for any extended one (1) year terms.

5. **TERMINATION FOR CONVENIENCE.** Either party may terminate this Agreement at any time by giving written notice to the other party at least thirty (30) days prior to the date when such termination becomes effective. Said notice shall commence on the day after the date of mailing.

6. **TERMINATION FOR CAUSE.** Should Licensee fail to fulfill, in a timely and proper manner, its obligations under this Agreement or if it should violate any of the material terms of this Agreement, County shall provide notice to Licensee to cure the breach. Licensee shall have ten (10) calendar days to cure the breach. Should Licensee fail to cure the breach within the ten (10) days then County shall have the right to immediately terminate this Agreement and seek all available remedies. Such termination shall not relieve Licensee of any liability to County for damages sustained by virtue of any breach by Licensee.

7. **EFFECT OF TERMINATION.** Licensee shall remove all equipment, vehicles, and personal property owned by Licensee and return the Premises to its former condition, less reasonable wear and tear, prior to the date of termination.

8. **ASSIGNMENT.** This Agreement cannot be assigned by Licensee without the prior written consent of County, which may be withheld at County's discretion. County may assign its rights under this Contract upon notice to Licensee. The terms, provisions, and covenants contained in this Contract shall apply to, inure to the benefit of, and be binding upon the parties hereto and their respective heirs, permitted assigns, successors in interest, and legal representatives

9. **INSPECTION.** County reserves the right to enter and inspect the Premises in its discretion at any time.

10. **ALTERATIONS.** No addition, erection, installation, or other physical alteration to any Centers shall be made without the prior approval of County.

11. **REPAIR AND MAINTENANCE.** Unless otherwise provided herein, County shall maintain the Centers which it provides in good repair and condition.

12. **INDEMNIFICATION.** County shall not be liable for any loss, damage, or injury to persons or property occurring, regardless of cause, in or about the Premises, and to the degree permissible by applicable law. Licensee shall indemnify and hold County harmless from any and all such injuries and damages and shall defend any claims or legal action arising therefrom and pay all judgments resulting therefrom and shall reimburse County for all costs and expenses, including attorney's fees, paid or incurred by County as a result, either indirectly or directly of Licensee's use of the Premises. However, this indemnity shall not apply to any loss or injury resulting in whole from the negligent acts of County, its employees, or agents.

13. **INSURANCE.** Without limiting its liability under this Agreement, Licensee will procure and maintain at Licensee's expense during the life of this Agreement: (i) a policy of special form property insurance with a cause of loss endorsement, with such amounts subject to County's prior approval thereof insuring against the

perils of fire, lightning, extended coverage, vandalism, and malicious mischief, and (ii) a policy of commercial general liability insurance insuring County against any and all liability for injury to or death to a person, or persons, including damage to or destruction of property occasioned by or arising out of or in connection with the use of the Premises by Licensee, its employees, contractors, and agents, the limits of such policy or policies to be in an amount not less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence, and an Aggregate limit of at least Two Million and No/100 Dollars (\$2,000,000). Such policies shall be non-cancellable except after thirty (30) days written notice to County. Such policies or duly executed certificates of insurance shall name County as loss payee. Such policies or duly executed certificates of insurance shall name Williamson County, Tennessee Government as the ADDITIONAL INSURED. All certificates shall be delivered to County within two (2) days of the date of delivery of possession and thereafter at least ten (10) days prior to the expiration of the respective policy term. All casualty insurance policies shall provide for a waiver of subrogation against County on the part of the insurance carrier. All insurance required to be carried by Licensee hereunder shall be with nationally recognized companies rated no lower than A-VIII by A.M. Best Company. Licensee shall not permit the Premises to be used for any purpose or in any manner that would void the insurance policy provided by Licensee.

14. **PERMITS.** Licensee, so long as it continues to use the Centers, shall maintain in good standing all permits, licenses, and other regulatory permissions that are needed to satisfy Licensee's obligations.

15. **EMPLOYMENT PRACTICES.** Licensee shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal, or laying-off of any individual due to race, creed, color, national origin, age, sex or which is in violation of applicable laws concerning the employment of individuals with disabilities. Licensee warrants and agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the provision of services or in the employment practices of Licensee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal or State constitution or statutory law.

16. **ABANDONED PROPERTY.** Any property remaining on the Premises or any property stored by Licensee which has not been claimed by Licensee within ten (10) days after the expiration of this Agreement shall be deemed abandoned by Licensee. At County's option, County may: (i) take possession of it and treat it as its own property and utilize it, or destroy it or otherwise dispose of it, or (ii) store it at Licensee's sole expense and risk. Licensee hereby waives any right to claim the value thereof or damages therefore. Licensee shall be liable to County for: (i) the cost incurred by County in disposing of or destroying the abandoned property and (ii) the cost of storing it if County elects to store it for Licensee.

17. **APPROPRIATIONS.** All terms and conditions of this Agreement are made subject to the continued appropriations by the appropriate legislative body.

18. **HEALTH AND SAFETY.** Licensee shall conform to the following Health and Safety provisions: U.S. Department of Labor, Occupational Safety and Health Act, all other applicable Federal, State, County and local laws, ordinances, codes, landfill regulations, and any other regulations as may be cited in this Agreement. When any of these authorities are in conflict, the more stringent regulation/requirement will be followed. Licensee's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve its responsibility to comply with the safety provisions.

19. **SECURITY.** The parties' officers, employees, servants, agents, and guests shall comply with all security requirements of the Centers. Each party shall be diligent in keeping their area of the Centers secure and safe for the general public by observing security measures.

20. **SIGNS.** Licensee may not install any signs on any County property without County's approval, which shall not be unreasonably held. If County approves any sign, Licensee shall be solely responsible for obtaining any necessary applicable approvals from the appropriate governmental authorities. Such signage shall be removed, and any damage repaired by Licensee, at Licensee's sole cost, prior to the expiration or earlier termination of this Agreement.

21. **HAZARDOUS MATERIAL.** Licensee shall not bring upon the Premises any exhibit, equipment, material, item, or vehicle which is defined by any law or any codes as hazardous material or any material or item that in the sole judgment of the Williamson County Property Manager might be dangerous to persons or property or otherwise incompatible with the structure, systems, and furnishings of the Premises.
22. **AMERICANS WITH DISABILITIES ACT.** Licensee shall maintain the Premises in full compliance with all applicable federal, state or municipal laws, ordinances, rules, and regulations currently in existence or hereafter enacted or rendered governing accessibility for the disabled or handicapped, including, but not limited to, any applicable provisions of The Americans With Disabilities Act, and all regulations and guidelines promulgated under any all of the foregoing, as the same may be amended from time to time.
23. **WORKFORCE.** Licensee shall maintain a work force of adequate size and skills at all times of operation including, without limitation, manual labor, administrative, and supervisory personnel required to fulfill all obligations as required by this Agreement. Licensee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin or any other protected class. Licensee shall furnish County with a list of key supervisory and operating personnel, and their point of contact information together with their job titles and descriptions
24. **IMMIGRATION REFORM.** Licensee shall not knowingly hire any unauthorized employees or fail to comply with record keeping requirements set forth in the Federal Immigration Reform and Control Act of 1986, Chapter 878 of the 2006 Tennessee Public Acts and all other applicable laws. Failure to comply with the requirements of these immigration laws is considered a material breach of this Agreement and may lead to civil penalties and debarment or suspension from being a contractor or subcontractor under contracts with County.
25. **COMPLIANCE WITH APPLICABLE LAWS, STATUTES, ORDINANCES.** Licensee shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations, and requirements of any governmental entity applicable to the use of the Premises, and with the correction, prevention, and abatement of nuisances or other grievances, in, upon, or connected to use of the Premises. Licensee's obligation to comply with all statutes, ordinances, rules, orders, and regulations includes Licensee's liability for any permit fees, taxes, fines, or other costs associated with Licensee's compliance.
26. **ASSUMPTION OF RESPONSIBILITY.** Licensee assumes full responsibility for all persons acting on behalf of or through Licensee with respect to Licensee's use of the Centers, including Licensee's employees, agents, and invitees. County assumes responsibility for all persons acting by or under direction of County with respect to its obligations of this Agreement, including County's employees, agents, and invitees.

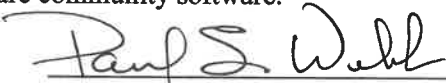
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date listed below.

COUNTY: Williamson County, Tennessee	LICENSEE: Franklin eWaste/City eWaste, LLC
_____	_____
Rogers Anderson, Williamson County Mayor	Signature
_____	_____
Phoebe Reilly, Budget Director	Print Name/Title
_____	_____
Mac Nolen, Solid Waste Director	Date

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF FAIRVIEW, TENNESSEE AND WILLIAMSON COUNTY, TENNESSEE FOR THE REIMBURSEMENT OF COSTS ASSOCIATED WITH SOFTWARE LICENSES PURCHASED BY WILLIAMSON COUNTY

- WHEREAS,** the parties to the interlocal agreement are governmental entities of the State of Tennessee and, as such, are authorized to enter into an interlocal agreement pursuant to *Tennessee Code Annotated, Section 12-9-101, et. seq.*; and
- WHEREAS,** the parties to the interlocal agreement are committed to providing and improving efficient and effective support for the delivery of emergency response and notification services to the citizens within their respective jurisdictions; and
- WHEREAS,** Williamson County (“County”) currently contracts with CentralSquare who provides emergency management software for communities across the country; and
- WHEREAS,** Tenn. Code Ann. § 12-3-1203 permits cities to purchase supplies, goods, equipment, and services under the same terms as contracts or price agreements entered into by any other local governmental unit of this state; and
- WHEREAS,** the City of Fairview (“City”) has requested a license agreement to permit it use of the CentralSquare software conditioned on the City reimbursing the County for the annual subscription fee; and
- WHEREAS,** the parties have determined the interlocal agreement is beneficial to all parties and as such authorizes the Williamson County Mayor to execute the attached interlocal agreement and all other documents relating to the reimbursement of costs for the purchase of an annual software license to use the CentralSquare software:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 10th day of February, 2025, hereby approves the terms of the interlocal agreement and authorizes the Williamson County Mayor to execute the interlocal agreement and all other amendments, extensions, and documents with the City of Fairview, to define the parties’ financial and contractual obligations and responsibilities concerning the purchase and reimbursement of an annual license to access the CentralSquare community software.


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee	For _____	Against _____		
Commission Action Taken	For _____	Against _____	Pass _____	Out _____

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers C. Anderson, Williamson County Mayor

Date

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

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into pursuant to *Tenn. Code Ann.*, § 12-9-104, by and between **WILLIAMSON COUNTY, TENNESSEE** (hereinafter "County"), and the **CITY OF FAIRVIEW** (hereinafter "Fairview"), concerning certain financial and operational responsibilities for the purchase of licenses and subscription fees under a contract between Williamson County, Tennessee and CentralSquare.

WHEREAS, pursuant to Tennessee Code Annotated, Section 12-9-101, et seq. the parties have the express authority, upon approval of their governing bodies, to enter into an interlocal agreement for the joint cooperation in the provision of public services; and

WHEREAS, County has contracted with CentralSquare for the purchase of field operation licenses which includes annual subscription fees for access to field operation software; and

WHEREAS, Fairview has requested to purchase four (4) licenses which it will reimburse County on an annual basis, for the software, licenses, and services; and

WHEREAS, the parties find it in the interest of the parties' respective citizens to execute this Agreement:

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 certain financial and operational responsibilities of Fairview concerning the purchase of field operation licenses and subscription fees under a contract between Williamson County, Tennessee and CentralSquare.

2. **CONTRACT FOR SOFTWARE AND SERVICES.** County will execute a contract through the General Services Administration which was obtained through a competitive bidding process. County will be the sole party to the GSA contract and shall be responsible for ensuring the contract terms are fulfilled.

3. **COMPENSATION.** Fairview shall pay to County an initial fee of One Hundred Twenty and 00/100 Dollars (\$120.00) per license for the first year of services and for each year thereafter for the term of the contract

4. **REIMBURSEMENT.**

a. First Year Reimbursements. Fairview shall reimburse County the following amounts prior to August 1, 2025 or within sixty (60) days from the date this Agreement is fully executed by the individual parties, whichever occurs first, in lawful money of the United States of America:

1. Fairview shall reimburse County four hundred eighty and 00/100 Dollars (\$480.00).

b. Subsequent Year Reimbursements. Fairview shall reimburse County all amounts paid by County on behalf of Fairview prior to August 1, 2025 and thereafter prior to August 1st of each subsequent year of County's contract with CentralSquare in lawful money of the United States of America. The annual subscription fee increase shall not exceed five percent (5%) on each anniversary of this Agreement.

c. Fairview shall be responsible for obtaining approval from their respective legislative bodies to fund the annual reimbursement amounts.

5. **IE.BM.** The Term of this Agreement shall extend from the date this Agreement has been signed by all parties and shall continue from year to year for the full term of the contract the County has with CentralSquare. In no event shall the term of this Agreement, including extensions, exceed 5 years.

6. **TERMINATION.**

a. **Convenience.** Any party may terminate this Agreement by providing notice to all parties to this Agreement prior to July 31st of each year. Such termination will become effective on January 1 of the following year. No further obligations or liabilities shall be imposed upon the withdrawing party after termination for convenience.

b. **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 seven (7) calendar days from the receipt of the notice to cure the breach. Termination shall become effective immediately if the breach is not cured within the seven (7) day period. Upon breach or default of any of the provisions set forth herein, the non-breaching party shall be entitled to any and all damages and other equitable relief permitted under the laws of the State of Tennessee.

c. **Lack of Funding.** Should any party fail, after exercising good faith effort, to obtain the funding to fulfill the party's obligations contained herein, then the party shall have the right to terminate this Agreement immediately upon providing written notice to the other parties. The terminating party shall remain responsible and shall pay all costs accumulated prior to the termination of this Agreement to all other parties. Termination for lack of funding shall not be deemed termination for breach.

7. **INSURANCE.** Each party shall be responsible for obtaining and maintaining its own liability and property insurance against losses or liability related to this Agreement.

8. **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.

9. **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.

10. **NOTICE.** The individuals identified in this section, with appropriate input from public safety staff, shall develop and approve joint policies and procedures for: (1) responding to requests for notifications that include areas both within a municipality and outside that municipality, and (2) requests for backup services when the notification system used by one of the parties hereto is unavailable or fails to operate as needed. Notice of the need for backup services under this Agreement will be in person, by telephone, or by such other means as may be reasonably used to apprise the backup party of the initiating party's need for services under the circumstances. All other notices under this Agreement, with the exception of equipment testing, shall be given in writing, addressed to the following persons:

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

To: City of Fairview
Attn: City Manager
7100 City Center Way
Fairview, TN 37062

With Copy To: Patrick M. Carter
pcarter@mtlawgroup.net
809 South Main St., Suite 100
Columbia, TN 38401

Written notices shall be deemed received three (3) days after the same are deposited in the United States Mail, postage prepaid, addressed as provided above.

11. 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 the Interlocal Cooperation Act.
- 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 by 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 interlocal agreement to be executed by an authorized person effective as of the date and year written below.

LAST ITEM ON PAGE
SIGNATURE PAGE TO FOLLOW

WILLIAMSON COUNTY, TENNESSEE:

By: _____

Date: _____

CITY OF FAIRVIEW, TENNESSEE:

By: _____
Lisa Anderson, Mayor

Date: _____

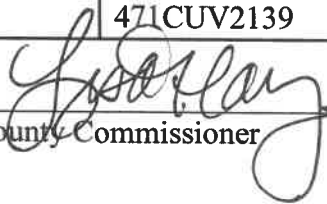
RESOLUTION CORRECTING COUNTY ASSET NUMBERS
PREVIOUSLY APPROVED IN RESOLUTION 1-25-20 AS IT RELATES TO
DECLARING TWO-WAY RADIOS AS SURPLUS

WHEREAS, during the regularly scheduled meeting of the Board of Commissioners on January 13, 2025, Resolution No. 1-25-20, Authorizing the Conveyance and Trade of Two-Way Radios Owned by Williamson County to the Town of Nolensville for a 2022 Mobile Home was approved; and,

WHEREAS, the stated Williamson County asset numbers were incorrectly listed and needs to be updated to allow for the trade of the two-way radios and related equipment to the Town of Nolensville, for a 2022 Champion Prime FBH mobile home (model # CHPR-2876H53P01);

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 10th day of February, 2025, hereby amends Resolution No. 1-25-20, to correctly state the asset numbers to be traded, as follows:

ASSET	DESCRIPTION	SERIAL/PARCEL
23221	RADIO MOBILE 7/800	527CUZ1194
23222	RADIO MOBILE 7/800	527CUZ1200
23223	RADIO MOBILE 7/800	527CUZ1199
23374	RADIO / PORTABLE	756CUZ5180
23376	RADIO / PORTABLE	756CUZ5187
23377	RADIO / PORTABLE	756CUZ5179
23378	RADIO / PORTABLE	756CUZ5185
23380	RADIO / PORTABLE	756CUZ5204
23381	RADIO / PORTABLE	756CUZ5189
23382	RADIO / PORTABLE	756CUZ5184
23383	RADIO / PORTABLE	756CUZ5218
23388	RADIO / PORTABLE	756CUZ5152
23390	RADIO / PORTABLE	756CUZ5131
23391	RADIO / PORTABLE	756CUZ5157
23392	RADIO / PORTABLE	756CUZ5167
23393	RADIO / PORTABLE	756CUZ5142
23454	RADIO / PORTABLE	756CUZ5161
23455	RADIO / PORTABLE	756CUZ5144
23456	RADIO / PORTABLE	756CUZ5176
23461	RADIO / PORTABLE	756CUZ5145
23462	RADIO / PORTABLE	756CUZ5164
23463	RADIO / PORTABLE	756CUZ5174
23483	RADIO / MOBILE 7/800	527CUZ0614
NONE	RADIO / PORTABLE	756CUZ5170
NONE	RADIO MOBILE	471CUV2139


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Property Committee For 6 Against 0 Pass
Budget Committee For Against Pass
Commission Action Taken: For Against Pass Out

Elaine Anderson, County Clerk

Brian Beathard, Commission Chairman

Rogers Anderson, County Mayor

Date