

CONSENT AGENDA

Resolution No. 1-26-4
Requested by: Highway Department

RESOLUTION ACCEPTING STINSON PLACE LANE AS A PART OF THE WILLIAMSON COUNTY ROAD SYSTEM FOR MAINTENANCE BY THE WILLIAMSON COUNTY HIGHWAY DEPARTMENT

WHEREAS, Stinson Place Lane is located off of Union Valley Road and has been used as a public road prior to the construction of I-840; and

WHEREAS, Stinson Place Lane was the result of TDOT's I-840 construction project; and

WHEREAS, pursuant to Tenn. Code Ann. § 54-1-126(b), the County is required to assist TDOT through a contract that requires the County to maintain any roads that are the result of the construction work which are outside the state right-of-way; and

WHEREAS, TDOT recently contacted Williamson County concerning Stinson Place Lane and the need for Williamson County to accept the road into its road system to maintain it, per the contract; and

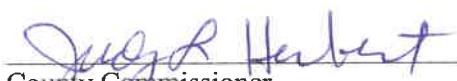
WHEREAS, to ensure the Williamson County Highway Department is authorized to use public highway funds to maintain Stinson Place Lane as a county road, the Highway Department is requesting action to accept Stinson Place Lane as further described in the initial report; and

WHEREAS, acceptance of a road into the County Road System which is generally open to the public must be approved by the Williamson County Board of Commissioners upon recommendation of the Williamson County Highway Commission and the Planning Commission; and

WHEREAS, the Williamson County Board of Commissioners finds it is in the interest of the citizens of Williamson County to accept Stinson Place Lane into the County Road System:

NOW THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 12th day of January, 2026, hereby accepts Stinson Place Lane as part of the County Road System for maintenance by the Williamson County Highway Department with an average right-of-way of twenty-two feet (22').

<u>Road</u>	<u>Length</u>	<u>District</u>	<u>Assessed Value of Property</u>	<u>Abutting Roadway</u>
Stinson Place Lane.	205 feet	SW – Davis	\$3,416,200.00	



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Highway Commission: For _____ Against _____

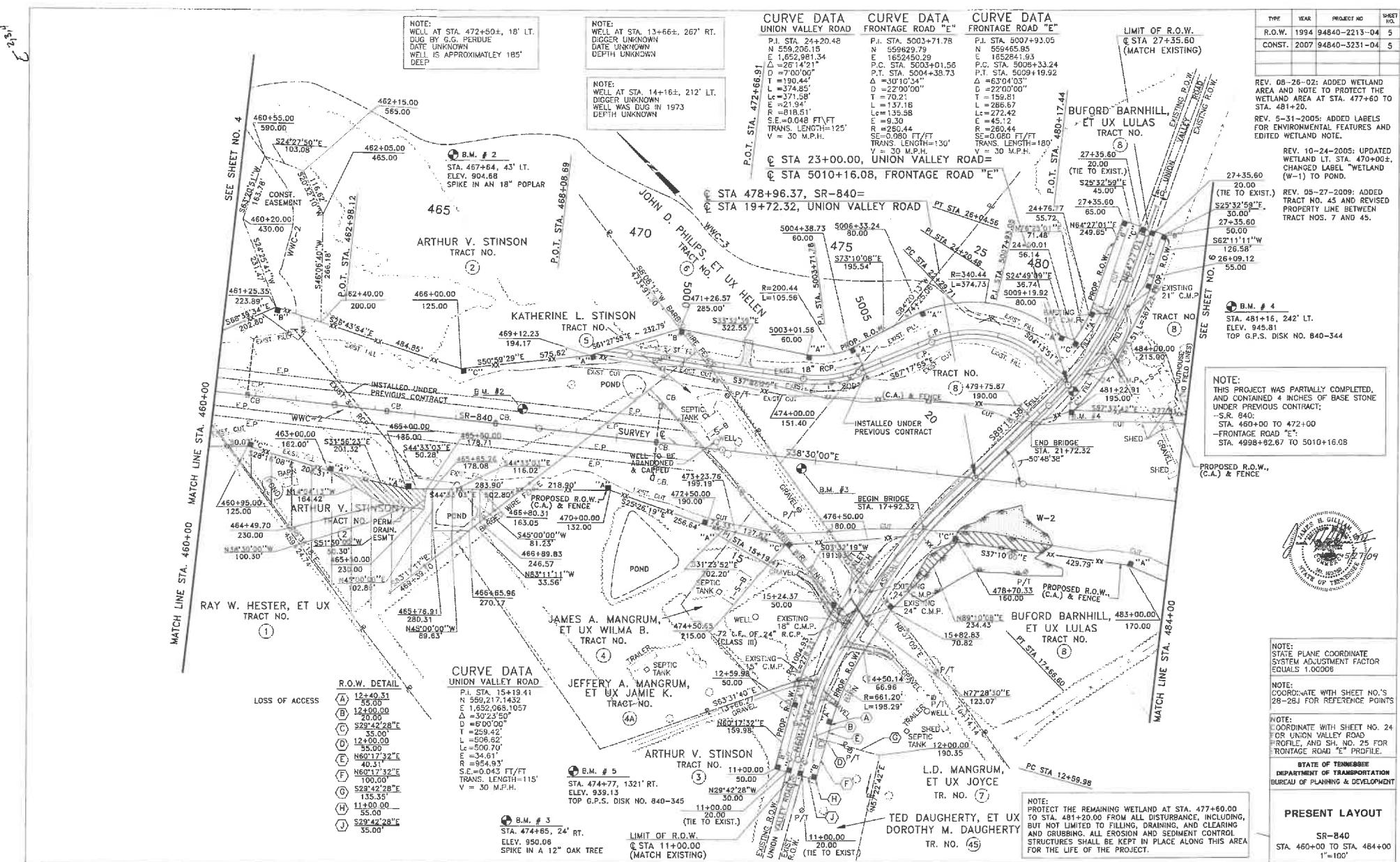
Commission Action Taken: For _____ Against _____ Pass _____ Out _____

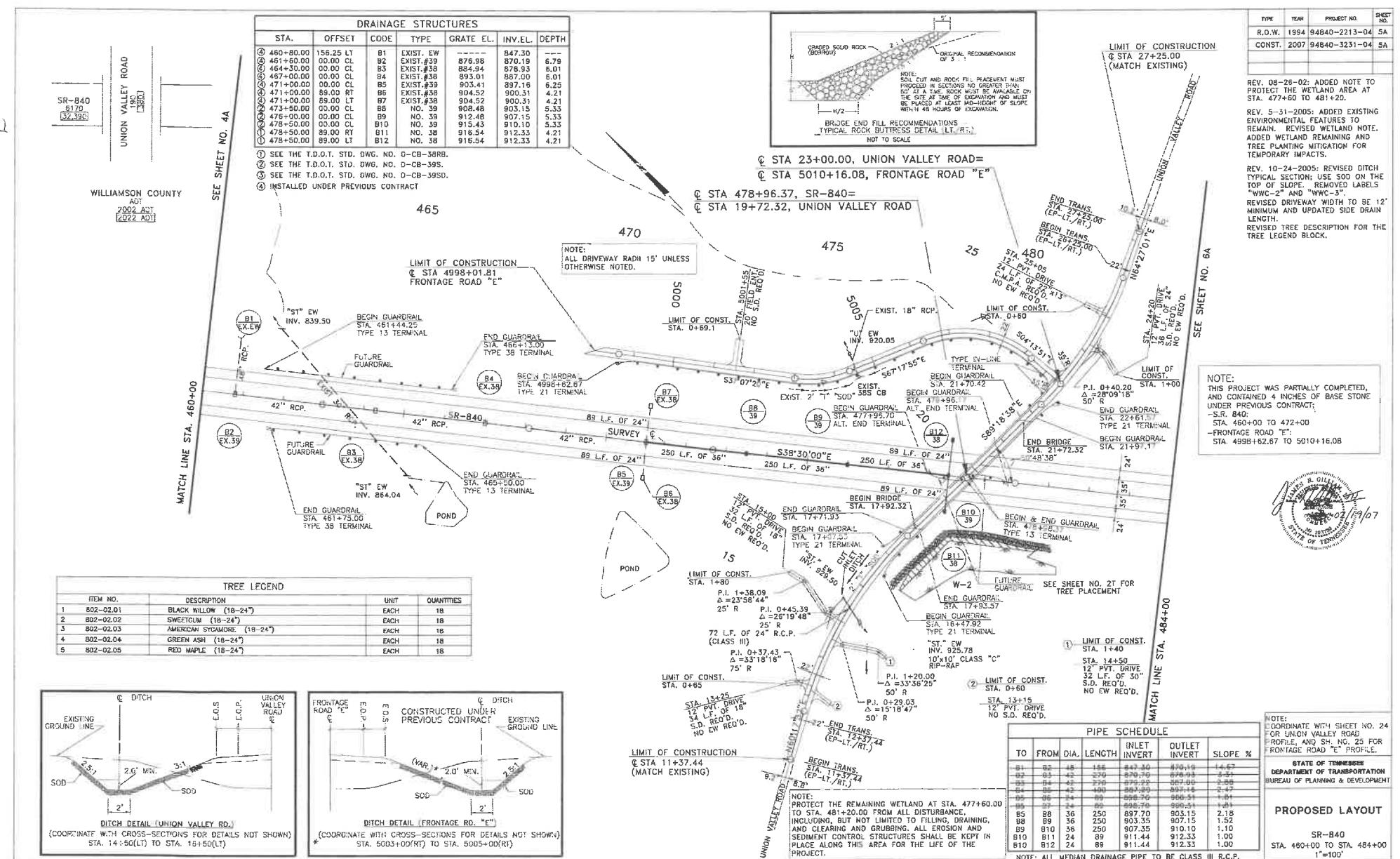
Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers C. Anderson, Williamson County Mayor

Date





**REPORT FOR ACCEPTANCE OF STINSON PLACE LANE AS
PART OF THE WILLIAMSON COUNTY ROAD SYSTEM**

Re: Highway Roads Law of Williamson County
Chapter 373 of the Private Acts of 1937, as amended.

Section 18: That any petition for the opening, changing, closing, or acceptance of roads as County Roads, shall be directed to the Board of Highway Commissioners and the petition shall describe the road in detail, giving the termini, length, course, and width, and shall be accompanied by a map thereof drawn to scale, and may include such other matters as the petitioner or petitioners may urge upon the Commissioners and the County Court for the acceptance of said road as a county road. It shall be the duty of the Board of Highway Commissioners, upon said petition being filed with them, to investigate the advisability of opening or changing such road, and submit a written report to the County Court showing the assessed value of property abutting thereon, the amount of travel taken care of by said road, and such other matters as would throw light upon its importance as a county road. The Commission shall then at the next term of the Quarterly Court make its recommendation as to whether the road should or should not be accepted as a county road, or opened, or closed, or changed, and the Quarterly County Court make take such action as it deems best. The original petition and map submitted by the petitioners shall remain on file in the office of the County Judge.

Discussion:

This resolution, with accompanying map, indicates the above referenced roadway right-of-way is an average of 22 feet. The length of the roadway is approximately 205 feet. The assessed value of the properties abutting the roadway is \$3,416,200.00 as recorded in the office of the Williamson County Tax Assessor.

Roadway Conditions:

Stinson Place Lane is a paved road that connects to Union Valley Road and meets the criteria for acceptance.

Traffic:

The estimated traffic is minimal due to the fact that the road is a rural road.

Conclusion:

It is the recommendation of the Williamson County Highway Commission that:

1. This road meets the requirements to accept the road into the Williamson County road system; and
2. The petition for acceptance was initiated by the Williamson County Highway Commission.

RESOLUTION TO ADOPT THE 2026 WILLIAMSON COUNTY ROAD LIST

WHEREAS, pursuant to *Tennessee Code Annotated*, Section 54-10-103, it is the responsibility of the Williamson County Board of Commissioners to periodically approve the County Road List and to classify the County roads into no more than four classes of widths; and

WHEREAS, it is the responsibility of the Williamson County Highway Superintendent to submit to the Board of Commissioners the proposed County Road List recommending the classification of each road by width and including a summary of all changes that have occurred since the acceptance of the previous road list; and

WHEREAS, the recommended 2026 Road List, classifying the Williamson County roads into four classes of width, is attached and contains all the information required under *Tennessee Code Annotated*, Section 54-10-103:

NOW THEREFORE, BE IT RESOLVED, that the Williamson County Board of County Commissioners, meeting in regular session on the 12th day of January, 2026 hereby accepts the 2026 Williamson County Road List and classifies each County road into one of four road classifications defined by width, as attached and in accordance with *Tennessee Code Annotated*, Section 54-10-103;

AND BE IT FURTHER RESOLVED, that a complete 2026 Williamson County Road List be maintained on file in the County Clerk's Office.


County Commissioner-Judy Herbert

COMMITTEES REFERRED TO & ACTION TAKEN:

Highway Commission For 5 Against 0
Commission Action Taken: For Against Pass Out

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers C. Anderson, County Mayor

Date

RESOLUTION NO. 1-26-5

Requested by: County Commission

**A RESOLUTION TO AMEND ARTICLE 3 OF THE ZONING ORDINANCE
REGARDING MAILED NOTICE WHEN PUBLIC NOTICE IS REQUIRED OF A
ZONING MAP AMENDMENT**

WHEREAS, on May 14, 2012, the Board of County Commissioners adopted the current Zoning Ordinance and Official Zoning Map, and established an effective date of January 1, 2013; and

WHEREAS, currently the County provides written, mailed notice to property owners whose property is adjacent to a property seeking a zoning map amendment (rezoning); and

WHEREAS, recently, County Commission members have expressed concerns that the notice to only adjacent property owners was not sufficient to give other property owners in the surrounding community who may also be affected by a rezoning notice of the potential rezoning; and

WHEREAS, notices of zoning map amendments are provided in a number of ways, including published notice in a newspaper, written, mailed notice, notice on the County website and County calendar as well as posting of a sign on the property subject to the map amendment request; and

WHEREAS, the proposed amendment would extend the written, mailed notice to property owners within 500 feet of the boundary line of the property seeking the zoning map amendment; and

WHEREAS, the notice provisions are also described in table format in the Zoning Ordinance, Table 3.10-1; and

WHEREAS, in the course of reviewing these provisions a mistake in Table 3.10-1 was noticed, where it requires the posting of a sign for a zoning *text* amendment, which is not possible given that a zoning text amendment is a broader amendment not generally associated with a particular parcel, so the attached amendment also corrects this mistake; and

WHEREAS, it is the intent of these amendments to ensure that a broader scope of neighboring property owners are given notice of a proposed zoning map amendment and to correct the mistake in the notice table, all of which are in Article 3 of the Zoning Ordinance; and

WHEREAS, on December 11th, 2025, the Williamson County Regional Planning Commission conducted its official Public Hearing on this amendment, which is attached hereto and incorporated herein; and

WHEREAS, based upon its consideration of all the information, Planning Staff recommendation, and its own Public Hearing, the Williamson County Regional Planning Commission has recommended the adoption of the amendment as presented; and

WHEREAS, the Board of County Commissioners finds and determines that the best interests of Williamson County and its citizens will be served by the adoption of this amendment to the Zoning Ordinance as recommended by the Regional Planning Commission; and

WHEREAS, due notice has been published and a public hearing has been held as required by the Tennessee Code Annotated, Title 13, Chapter 7, Part 1.

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners at its regular meeting on this the 12th day of January, 2026, after conducting the public hearing as required by law, hereby adopts the amendment to the Williamson County Zoning Ordinance, which is attached hereto and incorporated herein as if included verbatim, in accordance with its authority in Tennessee Code Annotated, Title 13, Chapter 7, Part 1.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the amendments will be effective and enforced on this the 12th day of January, 2026.



County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

Regional Planning Commission: For: 7 Against: 0

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

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers C. Anderson, County Mayor

Date

AMENDMENT TO ARTICLE 3 OF THE WILLIAMSON COUNTY ZONING ORDINANCE REGARDING DETAILS OF THE MAILED NOTICE WHEN PUBLIC NOTICE IS REQUIRED (6-2025-606).

STAFF REPORT

After recent amendments to the Zoning Map, County Commissioners have raised concerns that some neighboring property owners who may be affected by a proposed Zoning Map Amendment would not receive notice of the proposed amendment. Staff was asked to review the public notice that is provided to surrounding property owners in the case of a proposed rezoning.

Currently, only property owners adjacent to the property that is subject to a zoning map amendment are notified by mail of the proposed rezoning. After considering different options, Staff has recommended a zoning text amendment to Section 3.10(D) that in the case of a zoning map amendment, mailed notice be extended to owners within 500 feet of the property line of the property subject to the rezoning. It is the intent to provide a broader reach than only those who are immediately adjacent to the property to include other properties in the surrounding areas.

It is important to note that, in addition to this mailed notice, there is also published notice in the newspaper, posting on the County website and County calendar and a sign is placed on the property. These notices are provided for both the Planning Commission public hearing and the County Commission public hearing.

In reviewing the current provisions in Article 3, Staff also noted a needed correction to Table 3.10-1, which describes in table format all of the different notices required. Currently, the Table requires the posting of a sign for a proposed text amendment, but this is not correct, because a text amendment is a broad change to the Zoning Ordinance that is not directed or attached to a particular property. This is merely a mistake found in the Zoning Ordinance, so a revision is recommended to correct the table.

Staff recommends approval of the proposed amendments, and at their December 8, 2025 meeting, the Williamson County Regional Planning Commission voted unanimously to recommend adoption.

Amend Article 3, Section 3.10 (D): Written (Mailed) Notice

Currently Reads:

D. WRITTEN (MAILED) NOTICE

- (1)** The Community Development Department shall notify all property owners subject to the request and all adjacent property owners by regular U.S. mail, consistent with this Ordinance and State law.
- (2)** The Community Development Department shall hold a copy of the notice for a minimum of one year and shall make those available as part of the public record.

Proposed to Read:

D. WRITTEN (MAILED) NOTICE

(1) Notice Recipients

- a)** For all Zoning Map Amendments, the Community Development Department shall notify all property owners subject to the request and all property owners whose property is located within 500 feet from the property line of the property subject to the Zoning Map Amendment by regular, U.S. mail, consistent with this Ordinance and state law.
- b)** For all other matters requiring written (mailed) notice, the Community Development Department shall notify all property owners subject to the request and all adjacent property owners by regular, U.S. mail, consistent with this Ordinance and state law.

- (2)** The Community Development Department shall hold a copy of the notice for a minimum of one year and shall make those available as part of the public record.

Amend Article 3, Section 3.10: Table 3.10-1: Notice Required

Currently Reads:

TABLE 3.10-1: NOTICE REQUIRED			
PROCEDURE	PUBLISHED NOTICE	WRITTEN NOTICE	SIGN NOTICE
Zoning Text Amendment Planning Commission's Hearing	10 days prior to the hearing	No written notice required.	15 days prior to the hearing
Zoning Text Amendment County Commission's Hearing	30 days prior to the hearing		
Official Zoning Map Amendment Planning Commission's Hearing	10 days prior to the hearing	Mailed written notice to all property owners subject to the request and all adjacent property owners of records (as listed in the records of the County Tax Office) a minimum of 10 days prior to the hearing.	10 days prior to the hearing *Unless Exempt per Section 3.10(G)(4)
Official Zoning Map Amendment County Commission's Hearing	30 days prior to the hearing		
Special Use	10 days prior to the hearing		No sign notice required.
Variance			
Appeal			

Proposed to Read (Deletions are in ~~Strikethrough Red~~ and additions are Underlined and in Bold Red):

TABLE 3.10-1: NOTICE REQUIRED			
PROCEDURE	PUBLISHED NOTICE	WRITTEN NOTICE	SIGN NOTICE
Zoning Text Amendment Planning Commission's Hearing	10 days prior to the hearing	No written notice required.	15 days prior to the hearing No sign notice required.
Zoning Text Amendment County Commission's Hearing	30 days prior to the hearing		
Official Zoning Map Amendment Planning Commission's Hearing	10 days prior to the hearing	Mailed written notice to all property owners subject to the request and all adjacent property owners of records (as listed in the records of the County Tax Office) a minimum of 10 days prior to the hearing.	10 days prior to the hearing *Unless Exempt per Section 3.10(G)(4)
Official Zoning Map Amendment County Commission's Hearing	30 days prior to the hearing		
Special Use	10 days prior to the hearing		No sign notice required.
Variance			
Appeal			

RESOLUTION NO. 1-26-6

Requested by: County Commission

**A RESOLUTION TO AMEND ARTICLE 3 OF THE ZONING ORDINANCE
REGARDING UTILITY AVAILABILITY FOR NEW DEVELOPMENT**

WHEREAS, on May 14, 2012, the Board of County Commissioners adopted the current Zoning Ordinance and Official Zoning Map, and established an effective date of January 1, 2013; and

WHEREAS, currently the County requires that any proposed development provide a letter of availability of water service and proof of the treatment of wastewater;

WHEREAS, recently, County Commission members have expressed concerns that some of those letters do not tell the whole story, where a utility may be able to serve a proposed development but that the facility is not in good standing with the Tennessee Department of Environment and Conservation; and

WHEREAS, oftentimes letters of availability are dependent upon improvements to utility infrastructure in order to fully accommodate the proposed development, and that information would be important to the Planning Commission in its determination whether the development is appropriate in the proposed location; and

WHEREAS, the amendment requires more detail in a water availability letter including a description of what infrastructure improvements may be needed and who may be responsible for those required improvements; and

WHEREAS, the proposed amendment related to the availability of the treatment of wastewater also requires additional detail, with differences in the detail required based on the type of treatment proposed and there is also a requirement that the utility confirm that the facility proposed to accept the additional wastewater flow is not in a position where it cannot accept the additional flow due to any outstanding violations or require upgrades; and

WHEREAS, it is the intent of these amendments to ensure that the Planning Commission has sufficient information necessary at every stage of development to determine if a proposed development is appropriate in the given location due to the availability, or lack thereof, of sufficient utility support; and

WHEREAS, on October 16th, 2025 and again on December 11th, 2025, the Williamson County Regional Planning Commission conducted its official Public Hearing on this amendment, which is attached hereto and incorporated herein; and

WHEREAS, based upon its consideration of all the information, Planning Staff recommendation, and its own Public Hearings, the Williamson County Regional Planning Commission has recommended the adoption of the amendment as presented; and

WHEREAS, the Board of County Commissioners finds and determines that the best interests of Williamson County and its citizens will be served by the adoption of this amendment to the Zoning Ordinance as recommended by the Regional Planning Commission; and

WHEREAS, due notice has been published and a public hearing has been held as required by the Tennessee Code Annotated, Title 13, Chapter 7, Part 1.

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners at its regular meeting on this the 12th day of January, 2026, after conducting the public hearing as required by law, hereby adopts the amendment to the Williamson County Zoning Ordinance, which is attached hereto and incorporated herein as if included verbatim, in accordance with its authority in Tennessee Code Annotated, Title 13, Chapter 7, Part 1.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the amendments will be effective and enforced on this the 12th day of January, 2026.



County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

Regional Planning Commission: For: 7 Against: 0

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

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers C. Anderson, County Mayor

Date

**AMENDMENT TO ARTICLE 3 OF THE WILLIAMSON COUNTY ZONING
ORDINANCE REGARDING PROOF OF INFRASTRUCTURE AVAILABILITY (6-
2025-605).**

STAFF REPORT

Recently, County Commissioners have raised concerns that some utility companies are advising the Planning Commission of the ability to serve utilities to a proposed development, but then Staff later learning that the facilities to which the proposed development will connect has an active violation with the Tennessee Department of Environment and Conservation. Not wishing to further burden a water or wastewater facility with additional lots while a facility is actively working to upgrade or repair services, Planning Staff thought it would be best to update the information required when a development is proposed related to the availability of water and wastewater treatment, including whether a proposed facility is in good standing and what facility upgrades may be needed to serve the proposed development.

A public hearing was conducted at the October Planning Commission meeting, after which the Planning Commission deferred consideration of the amendment until some comments could be addressed, at the request of Staff.

The attached proposed amendments are revised from the October 2025 version to better address what information is needed from utility providers at different stages of a development. These proposed amendments will require more detail in a water availability letter and a description of what infrastructure improvements may be needed and who may be responsible for those required improvements. The attached amendments related to the availability of the treatment of wastewater also require additional detail, the differences in the detail of which depend upon the type of treatment proposed. There is also a requirement that the utility confirm that the facility proposed to accept the additional wastewater flow is not in a position where it cannot accept the additional flow due to any outstanding violations or require upgrades.

It is the intent of these amendments to ensure that the Planning Commission has sufficient information necessary to determine if a proposed development is appropriate in the given location due to the availability, or lack thereof, of sufficient utility support.

Staff recommends approval of the proposed amendments, and at their December 8, 2025 meeting, the Williamson County Regional Planning Commission voted unanimously to recommend adoption.

Amend Article 3, Section 3.05: Water and Sewer Availability

Currently Reads:

Except as provided in Section 20.05(A): Major Site Planning Required, all applications for development shall include proof of the availability of potable water and proper treatment and disposal of wastewater in accordance with applicable County and State regulations, including but not limited to, the Williamson County Subdivision Regulations, Regulations Governing On-site Sewage Disposal Systems of Williamson County, and Article 20: Article 20: Nontraditional Wastewater Treatment and Disposal Systems.

Proposed to Read:

(A) Except as provided in Section 20.05(A): Major Site Required, all applications for development shall include proof of the availability of potable water and proper treatment and disposal of wastewater in accordance with applicable County and State regulations, including but not limited to, the Williamson County Subdivision Regulations, Regulations Governing On-site Sewage Disposal Systems of Williamson County, and Article 20: Nontraditional Wastewater Treatment and Disposal Systems.

(B) Proof of Availability of Water Shall Include the Following:

- (1)** At the Concept Plan stage, a letter from the water provider indicating that sufficient water supply is available to serve the development.
- (2)** At the Preliminary Plat stage as well as for Site Plans for nonresidential development, information from the water provider describing what infrastructure improvements, if any, are required in order to serve the proposed development, who is responsible for completing those improvements and, if it is the water provider, the proposed timeline for completing those improvements. The proof of availability should also include confirmation that sufficient water supply will be available for the proposed development, upon completion of the necessary improvements, for potable water as well as required fire flows. Proof may be provided in the form of a letter from an authorized representative of the water provider to the applicant.
- (3)** At the Final Plat stage, as well as for Site Plans for nonresidential development, a letter from the water provider specifying the type and amount of surety that the water provider is requiring to guarantee the improvements, if any.

(C) Proof of Availability of the Proper Treatment and Disposal of Wastewater Shall Include the Following:

- (1) If a Municipal or Utility District Owned/Operated Wastewater System (Sewer Provider):**
 - a)** At the Concept Plan stage, a letter from the sewer provider indicating that sufficient capacity is available to serve the development.
 - b)** At the Preliminary Plat stage as well as for Site Plans for nonresidential development, information from the sewer provider describing what infrastructure improvements, if any, are required in order to serve the proposed development, who is responsible for completing those improvements and, if it is the sewer provider, the proposed timeline for completing those improvements. The proof of availability should also include confirmation that sufficient capacity will be available for the proposed development, upon completion of the necessary improvements. Proof may be provided in the form of a letter from an authorized representative of the sewer provider to the applicant.
 - c)** At the Final Plat stage, as well as for Site Plans for nonresidential development, a letter from the sewer provider specifying the type and amount of surety that the sewer provider is requiring to guarantee the improvements, if any.

- (2) If the Treatment and Disposal of Wastewater will be Addressed via Individual Subsurface Sewage Disposal Systems:**
- a) At the Concept Plan stage, proof that the soils areas needed to serve the number of proposed lots should be provided, in the form of an approved soils map.
 - b) At the Preliminary Plat stage, Final Plat stage, as well as for Site Plans for nonresidential development, approval of the Department of Sewage Disposal Management of the proposed subsurface sewage disposal areas.
- (3) If a Private Utility Company will Own/Operate a Proposed or Existing Wastewater Treatment and Disposal System:**
- a) For Residential Development, at the Concept Plan stage, submittal of a nontraditional wastewater treatment and disposal system site plan in accordance with Article 20; with said nontraditional wastewater treatment and disposal system site plan approval required prior to approval of a residential development served by said system.
 - b) For Nonresidential Development, submittal of the Site Plan for the nonresidential use including the nontraditional wastewater treatment and disposal system in accordance with Article 20. If a new Nonresidential Development will utilize an existing nontraditional wastewater treatment and disposal system, proof of the capacity to serve the proposed use must be provided and confirmed by Williamson County and TDEC at the time of submittal of the Nonresidential development site plan.
 - c) For both (3)(a) and (3)(b) above, additional proof must be provided that said treatment facility is not subject to a violation with the Tennessee Department of Environment and Conservation, that would prevent the provider from, or affect its ability to, legally accept the proposed capacity. Proof of the above may be provided in the form of a letter from TDEC confirming same or an affidavit from an authorized representative of the private utility company attesting to same, on a form approved by the County.
- (D)** The proof of availability described herein shall be submitted as part of the submittal packet for each application submitted for review and shall be included as part of the submittal packet at every stage or phase of the development described herein and said proof of availability shall not have been executed more than six (6) months before submittal of same.

**RESOLUTION APPROPRIATING AND AMENDING THE 2025-26
PARKS AND RECREATION BUDGET BY \$64,402.50 -
REVENUES TO COME FROM DONATIONS**

WHEREAS, the Parks and Recreation Department has received donations totaling \$62,802.50 from the Community Youth Associations to be utilized to offset the hiring and scheduling of officials and supervisors, and for contributions toward upgrades at the facilities, and;

WHEREAS, donations were received to support the performing arts theater in the amount of \$1,000.00, and \$600.00 in donations to the Peacock Hill Nature Park, and;

WHEREAS, the funds were not anticipated during the budget preparation process, and;

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners meeting this January 12th, 2026, amends the Parks & Recreation Budget as follows:

REVENUES:

101.00000.486104.00000.00.00.00 -DONATIONS \$ 64,402.50

EXPENDITURES:

Part-time Officials/Scorekeepers 101.56700.516901.00000.00.00.00 \$ 21,742.50

Maintenance/Repair- Parks 101.56700.533501.000000.00.00.00 \$ 38,870.00

Instructional Supplies – Youth Athletics 101.56700.542901.00000.00.00.00 \$ 2,790.00

Other Charges/Theater/Special Events \$ 1,000.00
101.56700.559900.00000.00.00.00 \$ 64,402.50

County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Parks & Recreation Committee: For _____ Against _____

Budget Committee: For 4 Against 0

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

Jeff Whidby, County Clerk

Commission Chairman

Rogers C. Anderson, County Mayor

Date

**RESOLUTION APPROPRIATING AND AMENDING THE 2025-26 PARKS
AND RECREATION DEPARTMENT BUDGET BY \$170,000.00
REVENUES TO COME FROM PARTICIPANT FEES**

Whereas, the Parks and Recreation Department operates the Performing Arts Center at Academy Park, and;

Whereas, Parks & Recreation has received participant fees for events held at the PAC, and;

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners meeting on this January 12th, 2026, amends the Parks & Recreation Budget as follows:

REVENUES:

Rec Fees- Performing Arts Center (101.00000.433403.000000.00.00.00)	\$170,000.00
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EXPENSES:

Contracts – Performing Arts Center (101.56700.531203.000000.00.00.00)	\$170,000.00
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County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Parks & Recreation Committee:	For <u> </u> Against <u> </u>
Budget Committee:	For <u>4</u> Against <u>0</u>
Commission Action Taken:	For <u> </u> Against <u> </u> Pass <u> </u> Out <u> </u>

Jeff Whidby, County Clerk

Commission Chairman

Rogers C. Anderson, Williamson County Mayor

Date

**RESOLUTION APPROPRIATING AND AMENDING THE 2025-26 ANIMAL CENTER
BUDGET BY \$19,500 – REVENUES TO COME FROM DONATIONS**

WHEREAS, the Williamson County Animal Center receives donations from individuals and businesses for various reasons; and

WHEREAS, these donations are utilized to offset expenses that are not typically funded through the annual operating budget and can be utilized as needed, unless specifically designated; and

WHEREAS, a generous donation was received to be utilized for veterinary services from Ms. Judy Hayes;

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 12th day of January 2026 hereby accepts these donations and hereby amends the 2025-26 Animal Center budget, as follows:

REVENUE:

Donations	\$19,500
101.000000.486109.00000.00.00.00	

EXPENDITURES:

Contracts w/Private Agencies	\$ 7,500
101.55120.531200.00000.00.00.00	
Veterinary Services	8,000
101.55120.541300.00000.00.00.00	
Other Charges	4,000
101.55120.559901.00000.00.00.00	
	<u>19,500</u>


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Public Health Committee	For <u> </u>	Against <u> </u>	Pass <u> </u>	Out <u> </u>
Budget Committee	For <u>4</u>	Against <u>0</u>	Pass <u> </u>	Out <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 C. Anderson, County Mayor

Date

**RESOLUTION APPROPRIATING AND AMENDING THE 2025-26 ANIMAL CENTER
BUDGET BY \$10,000 – REVENUES TO COME FROM
UNAPPROPRIATED COUNTY GENERAL FUNDS**

WHEREAS, during the 2025-26 budget preparation, funds were estimated for water and sewer expenses for the Animal Center; and,

WHEREAS, due to a water leak in the irrigation line, the Animal Center has incurred additional expense from the City of Franklin for usage, the current expenditures for water and sewer are exceeding budgeted projections; and,

NOW, THEREFORE BE IT RESOLVED, that the Williamson County Board of County Commissioners meeting in regular session on January 12, 2026, hereby amends the 2025-26 Animal Center budget, as follows:

REVENUE:

County General Unappropriated Fund Balance	\$ 10,000.00
101.00000.390000.00000.00.00.00	

EXPENDITURE:

Water and Sewer	\$ 10,000.00
101.55120.545400.00000.00.00.00	

Paul L. Webb
Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee	For <u>4</u> Against <u>0</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 C. Anderson, County Mayor

Date

**RESOLUTION APPROPRIATING AND AMENDING THE 2025-26 WILLIAMSON
COUNTY OFFICE OF PUBLIC SAFETY BUDGET BY \$4,966.87 FOR OVERTIME, SUPPLIES,
AND MAINTENANCE OF VEHICLES – REVENUES TO COME FROM THE TENNESSEE
EMERGENCY MANAGEMENT AGENCY REIMBURSEMENTS FOR EMERGENCY
MANAGEMENT ASSISTANCE TO NORTH CAROLINA**

WHEREAS, the Williamson County Office of Public Safety is responsible for ensuring a coordinated response to emergencies and disasters in conjunction with Emergency Management Assistance Compact (EMAC) agreements; and

WHEREAS, North Carolina was impacted by a devastating hurricane in August of 2024; and

WHEREAS, in conjunction with other emergency response departments and volunteer organizations, the Williamson County Office of Public Safety provided emergency services, assisted in the rescue of those stranded by the floods and provided relief services; and

WHEREAS, the Tennessee Emergency Management Agency, through the Emergency Management Assistance Compact (EMAC) agreement has reimbursed the Williamson County Office of Public Safety \$9,933.75 for its services in response to the hurricane, half of which has already been reimbursed to the County; and

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, authorizes the amendment of the Williamson County Office of Public Safety FY 2025-26 operating budgets, for the reimbursement of overtime, supplies, and vehicle maintenance used in response to the Emergency Management Assistance Compact (EMAC) request during response to the hurricane;

AND, BE IT FURTHER RESOLVED that FY 2025-26 Budget be amended as follows:

REVENUE:

Other State Revenues:

101.00000.469900.000000.00.00.00	TEMA	\$4,966.87
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EXPENDITURES:

Office of Public Safety

101-54900-518700-00000-00-00-00	Overtime	\$2,035.95
101-54900-549900-00000-00-00-00	Other Supplies	\$10.66
101-54900-533800-00000-00-00-00	Maint. & Repair Svcs.- Vehicles	\$2,920.26


County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

Law Enforcement and Public Safety Cmt For _____ Against _____ would not review

Budget Committee For 4 Against 0

COMMISSION ACTION TAKEN For _____ Against _____ Pass _____ Out _____

Jeff Whitby, County Clerk

Commission Chairman

Rogers Anderson, County Mayor

Date

**RESOLUTION FOR INTER-CATEGORY TRANSFER OF \$1,037.94 BETWEEN
MAJOR CATEGORIES TO PROVIDE FOR ADMINISTRATIVE COSTS RELATED TO THE
USE OF AMERICAN RESCUE PLAN ACT FUNDS**

WHEREAS, Williamson County (the "County") is the recipient of funds disbursed from the United States Government pursuant to the American Rescue Plan Act ("ARPA" or the "Act"); and

WHEREAS, The County Board of Commissioners (the "Board of Commissioners") is responsible for expending said funds in furtherance of the goals and guidelines contained in the Act and the associated Final Rule released by the U.S. Treasury Secretary on January 6, 2022; and

WHEREAS, the funds the County received pursuant to ARPA are to be used for the purpose of responding to the public health emergency and the negative economic consequences that resulted from the COVID-19 pandemic, which includes the use of funds to respond to the administrative needs associated with ARPA related programs and the costs associated with the administration of programs that respond to the COVID-19 pandemic; and

WHEREAS, the Williamson County Board of Commissioners approved funds in 2021-22 for the salary and benefits of an accountant to oversee ARPA funds to ensuring the County's ARPA expenditures comply with applicable laws and are completed in accordance with the County's needs; and

WHEREAS, the total funds were allocated in 2021-22 to fund salary and benefits up to \$350,000 and funds were allocated within the salary and benefit operating line items; there is a need to revise the allocation percentages between the salary and benefits lines; and

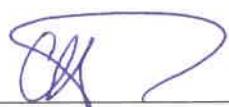
NOW, THEREFORE, BE IT RESOLVED, the Board of Commissioners, meeting in regular session this 12th day of January, 2026, hereby amends the 2025-26 County General budget through an inter-category transfer, as follows:

TRANSFER FROM :

Salaries	\$ 1,037.94
127.52100.511900.00000.00.00.00	

TRANSFER TO:

Retirement	\$ 1,037.94
127.58600.520400.00000.00.00.00	



Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee	For <u>3</u> Against <u>0</u> Abstain <u>1</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 C. Anderson, County Mayor

Date

**RESOLUTION APPROPRIATING AND AMENDING THE 2025-26 BUDGET BY \$64,600 --
REVENUES TO COME FROM OPIOID ABATEMENT FUNDS**

WHEREAS, The Williamson County Board of Commissioners previously approved Resolution No. 5-25-30 authorizing the County to enter into an agreement with Middle Tennessee State University to provide subject-matter knowledge, support, data tracking and evaluation services (the "Services") to the County's Opioid Abatement Council; and

WHEREAS, Resolution No. 5-25-30 did not provide for an amendment to the County Budget due to the resolution being brought in the middle of the budget approval process; and

WHEREAS, the Services are permitted to be paid for by Opioid Abatement Funds received by the County through the National Opioid Settlements; and

WHEREAS, the Board of Commissioners finds it in the best interest of its citizens to amend the budget to pay for the Services with the County's Opioid Abatement Funds.

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners meeting in regular session this 12th day of January, 2026, amends the Williamson County budget to provide \$64,600 in funding for subject-matter knowledge, support, data tracking and evaluation services to the County Opioid Abatement Council through a contract with Middle Tennessee State University;

AND BE IT FURTHER RESOLVED, that the 2025-26 Williamson County budget be amended as follows:

REVENUE

Reserve for opioid Settlement 101.00000.341595.00000.00.00.00	\$64,600
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EXPENDITURES

Contracts with Public Agencies 101.58900.531000.00000.00.00.00.OP300	\$64,600
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County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee Commission Action Taken:	For <u>4</u> For _____	Against <u>0</u> Against _____	Pass _____	Out _____
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Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers Anderson, County Mayor

Date

**RESOLUTION APPROVING AN AMENDMENT TO THE COUNTY ATTORNEY
BUDGET FOR PAYMENT OF COUNSEL IN POTENTIAL HOSPITAL TRANSACTION**

WHEREAS, the County Mayor has engaged Foley & Lardner to represent Williamson County, Tennessee's interests in any transaction for sale of Williamson Health; and

WHEREAS, the County Commission approved the rate of compensation for counsel at its November, 2025 meeting ; and

WHEREAS, the additional expense anticipated as a result of said engagement necessitates and amendment to the County Attorney budget line item for fiscal year 2025-2026; and

WHEREAS, the estimated expense is based on Foley Lardner's experience with hospital transactions:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 12th day of January 2026, hereby amends the Williamson County Attorney's budgets as follows:

Expenditure:

County Attorney – Legal Service	\$900,000.00
101.51400.533102.00000.00.00.00	

Revenue:

General Fund Balance	\$900,000.00
101.00000.390000.00000.00.00.00	



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee:	For <u>4</u> Against <u>0</u> Pass <u> </u> Out <u> </u>
Property Committee:	For <u> </u> Against <u> </u> Pass <u> </u> Out <u> </u> would not hear
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. 1 -26 -1

Requested by: Commissioner Christopher Richards

**A RESOLUTION OF THE WILLIAMSON COUNTY BOARD OF
COMMISSIONERS REGARDING COMMISSION OVERSIGHT AND
INDEPENDENT LEGAL REPRESENTATION
IN CONNECTION WITH WILLIAMSON HEALTH**

WHEREAS, Williamson Health operates facilities and assets owned in whole or in substantial part by Williamson County, making such assets subject to the fiduciary oversight of the Williamson County Board of Commissioners;

WHEREAS, Tennessee law vests control of county property in the County Commission and requires Commission approval for any sale, conveyance, or material disposition of such property;

WHEREAS, any potential sale or transfer of Williamson Medical Center would constitute the largest financial transaction involving county-owned assets in Williamson County history;

WHEREAS, the County Commission has an independent duty to receive complete, impartial, and unconflicted legal advice when exercising its statutory oversight responsibilities;

WHEREAS, at the November 10, 2025 County Commission meeting, outside legal counsel was engaged at an hourly rate of \$900, with representations made during that meeting that such engagement was temporary in nature and subject to further review by the Commission;

WHEREAS, multiple Commissioners expressed concern during that meeting regarding the lack of prior notice to the Commission, the process by which outside counsel was identified, and whether such counsel would function independently of the executive branch;

WHEREAS, questions were also raised regarding whether outside counsel selected through the Mayor's office would primarily report to the Mayor or would serve the County Commission as an independent client in matters involving county-owned assets;

WHEREAS, the County Commission has never voted to approve, ratify, or authorize any conflict-of-interest waiver permitting dual representation of the County Commission and the Williamson Health Board of Trustees;

WHEREAS, any conflict waiver executed in 2011 was signed only by the County Mayor, was never approved by the County Commission, was never executed by any Commissioner, and is not on file with the Williamson County Clerk;

WHEREAS, under the Tennessee Rules of Professional Conduct, any waiver of a conflict of interest must be informed, current, and reassessed when circumstances change or when new material matters arise;

WHEREAS, an ethics investigation concerning issues of legal representation and conflicts of interest related to Williamson Health remains pending and has not been dismissed;

WHEREAS, the existence of a pending investigation does not require the County Commission to reach any conclusion regarding its merits, but does warrant heightened caution and independence in the Commission's receipt of legal advice;

WHEREAS, the County Commission does not adjudicate ethical complaints, which are reserved to appropriate state authorities, but retains full authority to structure its own oversight processes and obtain independent legal counsel when necessary;

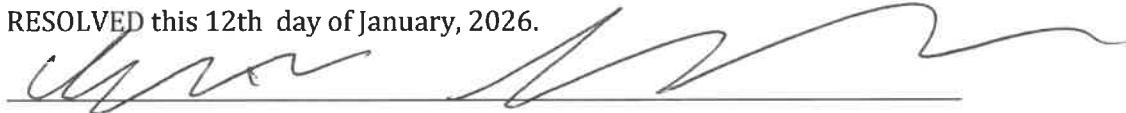
WHEREAS, Tennessee law and Attorney General guidance recognize that a county legislative body may retain independent legal counsel when institutional concerns or potential conflicts exist;

WHEREAS, public trust in county government depends upon transparency, independence, and confidence that the County Commission is receiving unbiased legal advice regarding the stewardship of county-owned assets;

NOW, THEREFORE, BE IT RESOLVED BY THE WILLIAMSON COUNTY BOARD OF COMMISSIONERS:

1. That the Williamson County Board of Commissioners affirms that the engagement of outside legal counsel approved on November 10, 2025 was understood by the Commission to be temporary in nature and subject to review by the full Commission.
2. That the County Commission hereby expresses its intent to reexamine the structure, scope, and reporting relationship of outside legal counsel engaged in connection with Williamson Health at the January 2026 Commission meeting.
3. That a committee of five (5) County Commissioners who are not currently serving on the Williamson Health Board of Trustees shall be voted on by the Williamson County Commission to evaluate options for independent legal counsel to represent the County Commission's interests.
4. That such committee shall review qualifications, scope of engagement, reporting structure, and potential conflicts of interest and shall report its findings and recommendations to the full County Commission.
5. That nothing in this Resolution shall be construed as a finding of ethical misconduct by any attorney, nor as interference with any pending investigation, but solely as an exercise of the County Commission's governance and oversight authority.
6. That this Resolution is adopted in furtherance of transparency, accountability, and the protection of county-owned assets, and in order to ensure that the County Commission receives independent legal advice consistent with its fiduciary obligations to the taxpayers of Williamson County.

RESOLVED this 12th day of January, 2026.



Commissioner Christopher Richards
Williamson County Board of Commissioners, District 7 – Brentwood, Tennessee

Date: _____

Filed for Record Date: _____

Chairman, Williamson County Board of Commissioners

County Clerk

County Mayor

RESOLUTION NO. 1 -26- 2

Requested by: Commissioner Christopher Richards

**A RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY BOARD OF
COMMISSIONERS TO INITIATE A REQUEST FOR PROPOSALS (RFP) AND RETAIN AN
INDEPENDENT CONSULTANT TO ADVISE THE COMMISSION REGARDING POTENTIAL
TRANSACTIONS INVOLVING WILLIAMSON HEALTH**

WHEREAS, Williamson Health operates as a county-owned public hospital, and the Williamson County Board of Commissioners retains statutory responsibility for the oversight of county-owned property, assets, and financial obligations;

WHEREAS, any potential sale, lease, affiliation, or change in control of Williamson Health would constitute one of the most significant financial and policy decisions ever considered by the Williamson County government;

WHEREAS, the Hospital Board has retained its own financial and strategic consultant, Kaufman Hall, to advise the Hospital Board regarding strategic planning and potential transactions;

WHEREAS, the County Commission has a separate and independent fiduciary duty to the taxpayers of Williamson County that is distinct from the operational and governance responsibilities of the Hospital Board;

WHEREAS, the Commission's fulfillment of that fiduciary duty requires access to independent expertise and analysis that is not controlled by, aligned with, or dependent upon the Hospital Board or its retained consultants;

WHEREAS, Commissioners who serve simultaneously on the Hospital Board necessarily participate in Hospital Board deliberations and decision-making, which may give rise to uncertainty regarding the capacity in which those Commissioners are acting and the fiduciary duties owed in matters involving potential transactions;

WHEREAS, while dual service may be permitted by law, the existence of overlapping roles creates a reasonable need for procedural safeguards to ensure that the County Commission's independent oversight responsibilities are exercised without divided loyalties or the appearance thereof;

WHEREAS, establishing a separate, Commission-controlled Request for Proposals (RFP) process for an independent consultant is a prudent governance measure designed to protect the integrity of the Commission's deliberations and the public trust;

WHEREAS, initiating a competitive and transparent RFP process is consistent with sound fiscal stewardship, good governance practices, and the Commission's obligation to make fully informed decisions on behalf of the taxpayers;

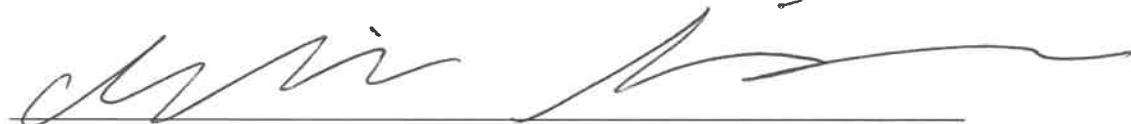
NOW, THEREFORE, BE IT RESOLVED by the Williamson County Board of Commissioners that:

1. The Williamson County Board of Commissioners hereby authorizes the initiation of a Request for Proposals (RFP) for the purpose of retaining an independent consultant to advise the County Commission regarding potential strategic transactions involving Williamson Health.
2. The consultant's scope of work may include independent review of financial analyses, valuation assumptions, transaction structures, taxpayer exposure, debt obligations, and long-term fiscal impacts.

3. The RFP process and any resulting engagement shall be conducted on behalf of, and report directly to, the Williamson County Board of Commissioners or a committee designated by the Commission.
4. Any Commissioner who serves on the Williamson Health Hospital Board shall not participate in drafting the RFP, evaluating proposals, selecting a consultant, or overseeing the consultant's work under this resolution.
5. The County Commission shall, in open session and by majority vote, select a committee of Commissioners who do not serve on the Hospital Board to oversee the RFP process and report its recommendation to the full Commission.
6. Any contract resulting from the RFP process shall be subject to approval by the Williamson County Board of Commissioners in accordance with applicable law and Commission rules.
7. Nothing in this resolution shall be construed as expressing a preference for or against any particular transaction involving Williamson Health.

BE IT FURTHER RESOLVED that this resolution shall take effect upon adoption, the public welfare requiring it.

RESOLVED this 12th day of January, 2026.



Commissioner Christopher Richards
Williamson County Board of Commissioners, District 7 – Brentwood, Tennessee

Date: _____

Filed for Record Date: _____

Chairman, Williamson County Board of Commissioners

County Clerk

County Mayor

RESOLUTION ACCEPTING A DONATION OF INCUBATORS FROM FRIENDS OF WILLIAMSON COUNTY ANIMAL CENTER.

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 takes action to accept the conditional donation; and

WHEREAS, the Friends of Williamson County Animal Center is a non-profit organization that occasionally provides donations to the Williamson County Animal Center; and

WHEREAS, the Williamson County Board of Commissioners finds it in the interest of the citizens of Williamson County to accept this generous donation of three incubators, with an estimated value of \$3,810, to be used in providing care to neonatal kittens in foster care;

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 12th day of January, 2026, on behalf of the Williamson County Animal Center accepts the generous donation and grants the County Mayor authorization to execute any documents required to accept the donation.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Public Health Committee	For <u> </u>	Against <u> </u>
Budget Committee	For <u>4</u>	Against <u>0</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 ACCEPTING A DONATION OF WALKIE TALKIES VALUING APPROXIMATELY \$2,200.00 FROM THE COMPANY ROCKY TALKIE

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 takes action to accept the conditional donation; and

WHEREAS, Rocky Talkie has provided a generous donation of 20 walkie talkies with an estimated value of \$2,200 to be used for communication between our animal center staff; and

WHEREAS, the Williamson County Board of Commissioners finds it in the interest of the citizens of Williamson County to accept this generous donation to be used for clear communication between staff members as they complete their ongoing duties within the shelter;

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 12th day of January, 2026, on behalf of the Williamson County Animal Center accepts the generous donation and grants the County Mayor authorization to execute any documents required to accept the donation.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Public Health Committee	For <u> </u> Against <u> </u>
Budget Committee	For <u>4</u> Against <u>0</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. 1-26-18
Requested by: County Mayor's Office

**RESOLUTION AMENDING THE FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM
FOR SCHOOLS, ROADS, FIRE PROTECTION AND RECREATION**

WHEREAS, Capital Improvement Program ("CIP") is a planning tool used to anticipate and schedule future capital projects and is required to assess the Adequate Facility Tax and the Adequate School Facility Tax; and

WHEREAS, Williamson County reviews and updates its CIP on an annual basis; and

WHEREAS, with input from the various departments and boards, projections of needs for schools, roads, fire protection, and recreation have been determined; and

WHEREAS, improvements needed to accommodate growth and deficiencies have been identified and by adoption of this resolution are included in the amended CIP; and

WHEREAS, capital improvement projects may be funded with revenue received from property taxes, privilege taxes, impact fees, and other permissible revenue; and

WHEREAS, the CIP is a valuable tool when planning for future capital projects but inclusion of a project on the CIP shall not in any way be construed as approving funding for any individual project:

NOW, THEREFORE, BE IT RESOLVED that the Williamson County Board of Commissioners, meeting in regular session, this the 12th day of January, 2026 hereby amends and adopts the five-year capital improvement program for schools, roads, fire protection and recreation as further described on the attached plans.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

School Board	For <u>12</u> Against <u>0</u>	
Law Enforcement/Public Safety	For _____ Against _____	Would not hear
Highway Commission	For <u>5</u> Against <u>0</u>	
Education Committee	For <u>4</u> Against <u>0</u>	
Parks and Recreation Committee	For _____ Against _____	
Budget Committee	For <u>4</u> Against <u>0</u>	
Commission Action Taken:	For _____ Against _____	Pass _____ Out _____

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers C. Anderson, County Mayor

Date: _____

2026-2030: 5 Year Capital Outlay Plan

11/14/2025

Project	ITF Needed 2025-26	ITF Needed 2026-27	ITF Needed 2027-28	ITF Needed 2028-29	ITF Needed 2029-30	Additional Years	Total Amount Intent to Fund	Projected Completion Date
REAL ESTATE ACQUISITIONS FOR FUTURE SCHOOLS								
Land Purchase Elementary / Middle / High		3,000,000					3,000,000	
NEW BUILDINGS AND ADDITIONS								
Middle School (Split Log Property)	17,000,000	43,000,000	43,000,000				103,000,000	Fall 2029
Spring Station Middle School Performing Arts Center	1,000,000	2,500,000	2,500,000				6,000,000	Fall 2029
Elementary School Northeast (McFarlin Road Area)		3,000,000	32,000,000	32,000,000			67,000,000	Fall 2030
Nolensville High School Addition (22-Classroom Addition)		2,000,000	3,000,000	13,000,000			18,000,000	Fall 2030
Centennial High School Addition (22-Classroom Addition)			2,000,000	3,000,000	13,000,000		18,000,000	Fall 2031
Elementary School West (Fairview)			3,000,000	32,000,000	32,000,000		67,000,000	Fall 2031
Middle School (Cox Road)		4,000,000	2,000,000	44,500,000	44,500,000		95,000,000	Fall 2031
Elementary School South (Spring Hill/Thompson's Station)			3,000,000	32,000,000	32,000,000		67,000,000	Fall 2031
SUBTOTAL NEW SCHOOL BUILDING CONSTRUCTION/ADDITIONS AND LAND	\$ 18,000,000	\$ 57,500,000	\$ 90,500,000	\$ 156,500,000	\$ 121,500,000		\$ 444,000,000	
MAJOR RENOVATIONS								
Hillsboro KB Renovation (Constructed 1981)	1,800,000	1,800,000					3,600,000	Fall 2028
Grassland Middle School Renovation (Constructed 1986)		4,000,000	2,000,000				6,000,000	Fall 2028
Bethesda Elementary Renovation (Constructed 1990)	500,000	1,500,000	1,500,000	1,500,000			5,000,000	Fall 2030
Crockett Elementary Renovation (Constructed 1990)	750,000	1,750,000	1,750,000	1,750,000			6,000,000	Fall 2030
Walnut Grove Renovation (Constructed 1990)		750,000	1,750,000	1,750,000	1,750,000		6,000,000	Fall 2031
Trinity Elementary Renovation (Constructed 1990)		750,000	1,750,000	1,750,000	1,750,000		6,000,000	Fall 2031
Grassland Elementary Renovation (Constructed 1992)		750,000	1,750,000	1,750,000	1,750,000		6,000,000	Fall 2031
Lipscomb Elementary Renovation (Constructed 1992)			750,000	1,750,000	1,500,000	1,500,000	5,500,000	Fall 2032
College Grove Elementary Renovation (Constructed 1993)				500,000	1,500,000	1,250,000	1,250,000	4,500,000
Cak View Elementary Renovation (Constructed 1993)				500,000	1,500,000	1,500,000	1,500,000	5,000,000
Woodland Middle Renovation (Constructed 1993)				1,000,000	2,500,000	5,000,000	8,500,000	Fall 2032
Edmondson Elementary Renovation (Constructed 1995)				750,000	1,750,000	3,500,000	6,000,000	Fall 2033
Hunter's Bend Elementary Renovation (Constructed 1995)				750,000	1,750,000	3,000,000	5,500,000	Fall 2033
SUBTOTAL MAJOR RENOVATIONS	\$ 7,050,000	\$ 9,300,000	\$ 10,250,000	\$ 15,750,000	\$ 15,500,000	\$ 15,750,000	\$ 73,600,000	
MAINTENANCE YEARLY REQUESTS FOR MAJOR PROJECTS								
Projected Major Capital Projects (Asphalt/Parking Lots/Roadways/Tennis Courts/Tracks/Turf) (SStMS, FVMS, PES, BHS, NHS)	2,813,000	3,492,000	2,040,000	1,463,000	3,715,000		13,523,000	TBD
Projected Major Capital Projects (Roofs) GES, AES, Operations Support/Book	2,695,000	3,368,000	4,955,000	6,610,000	2,800,000		20,528,000	TBD
WWTP Upgrades		1,200,000	500,000	800,000			2,500,000	TBD
HVAC (Replacements) WGES, CGES, GES, IHS		2,443,000	1,390,000	2,530,000	3,790,000		10,153,000	TBD
Sports Field LED Upgrades (All 9 High Schools)	12,000,000		3,000,000				15,000,000	TBD
SUBTOTAL MAINTENANCE YEARLY REQUESTS FOR MAJOR PROJECTS	\$ 17,508,000	\$ 10,503,000	\$ 11,885,000	\$ 12,403,000	\$ 10,305,000		\$ 61,604,000	
SAFETY YEARLY REQUESTS FOR MAJOR PROJECTS								
Physical and Cyber Security/Network	15,893,000	14,194,400	12,149,500	13,750,000	13,750,000		69,736,900	TBD
SUBTOTAL SAFETY YEARLY REQUESTS	\$ 15,893,000	\$ 14,194,400	\$ 12,149,500	\$ 13,750,000	\$ 13,750,000		\$ 69,736,900	
TOTAL CAPITAL NEEDS FOR FACILITIES	\$ 58,451,000	\$ 91,497,400	\$ 124,784,500	\$ 197,403,000	\$ 161,055,000	\$ 15,750,000	\$ 648,940,900	
General Ed Bus	8	10	10	10	10		48	
Special Bus	11	5	5	5	5		31	Funded usually through Fund Balance
*** PROJECTED ANNUAL CAPITAL REQUESTS FOR TRANSPORTATION	\$ 3,154,000	\$ 2,520,000	\$ 2,520,000	\$ 2,520,000	\$ 2,520,000		\$ 13,264,000	Yearly
Replacement Cost per Bus (GenEd \$167,000 / Specials \$168,000)								
TOTAL CAPITAL NEEDS FOR TRANSPORTATION	\$ 61,635,000	\$ 94,017,400	\$ 127,304,500	\$ 199,923,000	\$ 163,575,000	\$ 15,750,000	\$ 662,204,900	

Individual Project Cost Does Not Include Cost of Land.

Buildout Cost Includes Design, Engineering, Environmental Studies, Tap Fees, Utility Grades, Permitting, Infrastructure Improvements, Site Work, Building Construction, Furniture, Fixtures, Library Books, Technology, Textbooks & Security Measures.

Capital Budget Requests

Budget for Fiscal Years 2027 to 2031

Year	Project Name	Type	Cost	Impact Cost	Priority	Rank
101 General Fund						
54900 Public Safety						
2027	Station Construction: Triune Emergency Services Station	Construction	8,500,000	-	1	1
	Description: Design and construction of an Emergency Services Station with a shared Community Room in Triune.			Impact Desc: Increased operating, utilities, maintenance expenses		
2027	Countywide Radio System: Johnson Chapel Rd W Radio Tower Site	Construction	1,113,297	-	1	2
	Description: Funding required to build a radio tower site in the Grassland area for the county-wide radio network project.			Impact Desc: Increased operating, utilities, maintenance expenses		
2027	Fire Service Support: Fire Apparatus Equipment	Equipment	510,000	-	1	3
	Description: Equipment to outfit new fire apparatus that is on order and currently being built and will be delivered in 2027.			Impact Desc: Increased operating & maintenance expenses		
2027	Fire Service Support: Ladder Truck for Triune	Vehicles	2,240,000	-	1	4
	Description: Ladder truck needed to support substantial development of multi-story residential and commercial properties in Triune.			Impact Desc: Increased operating & maintenance expenses		
2027	Building Improvements: Fire Apparatus Garage	Construction	300,000	-	1	5
	Description: Funding to renovate the TMA garage to support fire service storage, garage, and office space needs.			Impact Desc: Increased operating, utilities, maintenance expenses		
2027	Fire and Emergency Response Vehicle Equipment	Equipment	250,000	-	1	6
	Description: Funding for equipment for fire, EMS, and emergency management response vehicles, such as vehicle extrication tools, gas monitors, digital radios, and other capital needs.			Impact Desc: Increased testing & maintenance expenses		
2027	Emergency Medical Services: Ambulance Replacement	Vehicles	513,670	-	2	1
	Description: One new replacement Ambulance and related equipment/materials/supplies.			Impact Desc: Increased operating & maintenance expenses		
2027	Emergency Medical Services: Ambulance Replacement	Vehicles	513,670	-	2	2
	Description: One new replacement Ambulance and related equipment/materials/supplies.			Impact Desc: Increased operating & maintenance expenses		
2027	Emergency Medical Services: Ambulance Replacement	Vehicles	513,670	-	2	3
	Description: One new replacement Ambulance and related equipment/materials/supplies.			Impact Desc: Increased operating & maintenance expenses		

Capital Budget Requests

Budget for Fiscal Years 2027 to 2031

Year	Project Name	Type	Cost	Impact Cost	Priority	Rank
101 General Fund						
54900 Public Safety						
2027	Emergency Medical Services: Ambulance Replacement	Vehicles	513,670	-	2	4
	Description: One new replacement Ambulance and related equipment/materials/supplies.			Impact Desc: Increased operating & maintenance expenses		
2027	Emergency Medical Services: Ambulance Replacement	Vehicles	513,670	-	2	5
	Description: One new replacement Ambulance and related equipment/materials/supplies.			Impact Desc: Increased operating & maintenance expenses		
2027	Emergency Management: Vehicle Replacement	Vehicles	190,320	-	2	6
	Description: One replacement EMA response vehicle.			Impact Desc: Increased operating & maintenance expenses		
2027	Emergency Medical Services: Supervisor Vehicle Replacement	Vehicles	151,424	-	2	7
	Description: One replacement EMS Supervisor vehicle.			Impact Desc: Increased operating & maintenance expenses		
2027	Emergency Medical Services: Admin Vehicle Replacement	Vehicles	60,000	-	2	8
	Description: One replacement EMS Admin vehicle.			Impact Desc: Increased operating & maintenance expenses		
2027	Emergency Management: Vehicle Replacement	Vehicles	190,320	-	2	9
	Description: Replace one EMA response vehicle with a utility support vehicle.			Impact Desc: Increased operating & maintenance expenses		
2027	Building Improvements: General Emergency Service Station (ESS) Improvements	Construction	700,000	-	2	10
	Description: Funding for general capital improvements to countywide public safety facilities.			Impact Desc:		
2027	Countywide Radio Network: Battery Replacement	Equipment	49,800	-	3	1
	Description: (350) Partial battery replacement for portable radios. Some of the batteries are approaching six years in service life and are not holding full capacity.			Impact Desc:		
2027	Fire Service Support: Brush Truck Replacement	Vehicles	200,000	-	3	2
	Description: Remainder of funding required to replace one Brush Truck; partially funded in FY26.			Impact Desc: Increased operating & maintenance expenses		

Capital Budget Requests

12/18/2025 2:04:35 PM

Budget for Fiscal Years 2027 to 2031

Year	Project Name	Type	Cost	Impact Cost	Priority	Rank
101 General Fund						
54900 Public Safety						
2027	Emergency Medical Services: Ambulance Replacement	Vehicles	513,670	-	3	3
	Description: One new replacement Ambulance and related equipment/materials/supplies.			Impact Desc: Increased operating & maintenance expenses		
2027	Fire Service Support: Firefighter Training Props and Equipment	Equipment	185,000	-	3	4
	Description: Funding for two multi-function training props to support SCBA confidence, entanglement, victim drag, wall breach, bailout, roof operations, and confined space revolutions. Also includes funding for dual-panel digital fire simulation training system to support FF050, HMO/HMA, FF100, CE, and officer development.			Impact Desc: Increased maintenance expenses		
2027	Station Construction: Land for an Emergency Services Station	Land	600,000	-	3	5
	Description: Land on which to build proposed Emergency Services Station in the 96 North/Old Hillsboro/Natchez Trace Bridge area.			Impact Desc: Increased maintenance expenses		
2027	Fire Service Support: Live-Fire Training Trailer	Equipment	175,000	-	3	6
	Description: Funding for Fireblast Live Fire Trailer, or similar. Mobile Class B live fire prop for vehicle fires, fuel spills, industrial incidents, and fire behavior training.			Impact Desc: Increased operating & maintenance expenses		
2027	Countywide Radio Network: Bi-Directional Amplifier for the Public Safety Building	Equipment	120,000	-	3	7
	Description: Equipment to boost radio connectivity throughout the Public Safety Building. Due to the hardened nature of the building, portable radios experience challenges in maintaining connectivity.			Impact Desc: Increased maintenance expenses		
2027 Total:				18,617,181	-	
2028	Fire Service Support: Fire Apparatus Equipment	Equipment	775,000	-	1	1
	Description: Equipment to outfit fire apparatus that is on order and currently being built and will be delivered in 2028.			Impact Desc:		
2028	Station Construction: Arrington	Construction	7,500,000	-	1	2
	Description: Design and construction of a replacement Emergency Services Station in Arrington.			Impact Desc:		

Capital Budget Requests

12/18/2025 2:04:35 PM

Budget for Fiscal Years 2027 to 2031

Year	Project Name	Type	Cost	Impact Cost	Priority	Rank
101 General Fund						
54900 Public Safety						
2028	911/Emergency Communications: Backup 911 Center	Equipment	501,000	-	1	3
	Description: Dispatch consoles for the Burwood backup 911/Dispatch center.			Impact Desc:		
2028	Fire Service Support: Self Contained Breathing Apparatus (SCBA) Replacement	Equipment	2,230,000	-	1	4
	Description: Replacement of all Self Contained Breathing Apparatus (SCBA) units for the volunteer fire service.			Impact Desc:		
2028	Fire Service Support: New Fire Engine	Vehicles	1,297,920	-	1	5
	Description: New fire engine for the proposed County Landfill ESS.			Impact Desc:		
2028	Fire Service Support: Replacement Fire Engine/Squad for Goose Creek	Vehicles	1,500,000	-	1	6
	Description: Replacement fire engine/squad 24 for the Goose Creek fire station. The existing squad will be rotated to a less busy fire station.			Impact Desc:		
2028	Station Construction: Triune ESS Furnishing	Other	250,000	-	1	7
	Description: Furnishing of shelves, gear racks, desks, beds, chairs, TVs, and other related materials and equipment.			Impact Desc:		
2028	Countywide Radio System: Backup 911 Center Tower	Equipment	750,000	-	1	8
	Description: Radio tower site for the Burwood backup 911 center.			Impact Desc:		
2028	Emergency Medical Services: New Ambulance	Vehicles	674,918	-	2	1
	Description: Add (1) Ambulance including equipment at a location to be determined.			Impact Desc:		
2028	Emergency Medical Services: Ambulance Rechassis	Vehicles	459,310	-	2	2
	Description: Re-chassis (1) Ambulance unit.			Impact Desc:		
2028	Emergency Medical Services: Ambulance Rechassis	Vehicles	459,310	-	2	3
	Description: Re-chassis (1) Ambulance unit.			Impact Desc:		
2028	Emergency Medical Services: Ambulance Rechassis	Vehicles	459,310	-	2	4
	Description: Re-chassis (1) Ambulance unit.			Impact Desc:		
2028	Emergency Medical Services: Ambulance Rechassis	Vehicles	459,310	-	2	5
	Description: Re-chassis (1) Ambulance unit.			Impact Desc:		

Capital Budget Requests

12/18/2025 2:04:35 PM

Budget for Fiscal Years 2027 to 2031

Year	Project Name	Type	Cost	Impact Cost	Priority	Rank
101 General Fund						
54900 Public Safety						
2028	Emergency Medical Services: Ambulance Rechassis	Vehicles	459,310	-	2	6
	Description: Re-chassis (1) Ambulance unit.			Impact Desc:		
2028	EMS Supervisor Vehicle - Fleet Management	Vehicles	157,480	-	2	7
	Description: Replace (1) EMS Supervisor vehicle.			Impact Desc:		
2028	Emergency Management: Vehicle Replacement	Vehicles	260,000	-	2	8
	Description: Replace the EMA Communications Support Vehicle.			Impact Desc:		
2028	Emergency Management: Vehicle Replacement	Vehicles	205,850	-	2	9
	Description: Replace (1) EMA response vehicle.			Impact Desc:		
2028	Countywide Radio Network: Battery Replacement	Equipment	49,800	-	3	1
	Description: (350) Partial battery replacement for portable radios. Some of the batteries are approaching six years in service life and are not holding full capacity.			Impact Desc:		
2028	Station Construction: EMS Portion of the Construction of Fairview Fire Station #2	Construction	100,000	-	3	3
	Description: Estimated EMS share of construction of the new Fairview Fire Station #2, to cover the areas occupied by EMS personnel, equipment, and vehicles.			Impact Desc:		
2028	Emergency Medical Services: Ambulance Rechassis	Vehicles	459,310	-	3	4
	Description: Re-chassis (1) Ambulance unit.			Impact Desc:		
2028	Fire Service Support: Brush Truck Equipment	Equipment	40,000	-	3	5
	Description: Brush truck equipment for new truck ordered in FY27.			Impact Desc:		
2028	Fire Service Support: Emergency Generator for the Grassland Fire Station	Equipment	70,000	-	3	6
	Description: New generator for Station 22.			Impact Desc:		
2028	Fire Service Support: Emergency Generator for Bethesda Fire Station	Equipment	70,000	-	3	7
	Description: New generator for fire station 17.			Impact Desc: Increased operating & maintenance expenses		
2028 Total:			<u>19,187,828</u>	-		

Capital Budget Requests

12/18/2025 2:04:35 PM

Budget for Fiscal Years 2027 to 2031

Year	Project Name	Type	Cost	Impact Cost	Priority	Rank
101 General Fund						
54900 Public Safety						
2029	Station Construction: College Grove	Construction	10,000,000	-	1	1
	Description: Design and construction of an Emergency Services Station in College Grove.			Impact Desc:		
2029	Fire Service Support: New Fire Engine	Vehicles	1,400,000	250,000	1	2
	Description: New fire engine for the proposed fire station in the area of 96W and Old Hillsboro Road.			Impact Desc: Equipment cost, to be funded in a future year as truck nears delivery.		
2029	Emergency Medical Services: Ambulance Rechassis	Vehicles	480,682	-	2	1
	Description: Re-chassis (1) Ambulance unit.			Impact Desc:		
2029	Emergency Medical Services: Ambulance Rechassis	Vehicles	480,682	-	2	2
	Description: Re-chassis (1) Ambulance unit.			Impact Desc:		
2029	Emergency Medical Services: Ambulance Rechassis	Vehicles	480,682	-	2	3
	Description: Re-chassis (1) Ambulance unit.			Impact Desc:		
2029	Emergency Medical Services: Ambulance Rechassis	Vehicles	480,682	-	2	4
	Description: Re-chassis (1) Ambulance unit.			Impact Desc:		
2029	Emergency Medical Services: Ambulance Rechassis	Vehicles	480,682	-	2	5
	Description: Re-chassis (1) Ambulance unit.			Impact Desc:		
2029	Emergency Medical Services: Ambulance Rechassis	Vehicles	480,682	-	2	6
	Description: Re-chassis (1) Ambulance unit.			Impact Desc:		
2029	Emergency Medical Services: Supervisor Vehicle Replacement	Vehicles	163,780	-	2	7
	Description: Replace (1) EMS Supervisor vehicle.			Impact Desc:		
2029	Emergency Management: Vehicle Replacement	Vehicles	214,084	-	2	8
	Description: Replace (1) EMA response vehicle.			Impact Desc:		
2029	Emergency Management: Vehicle Replacement	Vehicles	214,084	-	2	9
	Description: Emergency Management: Vehicle Replacement			Impact Desc:		
2029	Countywide Radio Network: Battery Replacement	Equipment	49,800	-	3	1

Capital Budget Requests

Budget for Fiscal Years 2027 to 2031

Year	Project Name	Type	Cost	Impact Cost	Priority	Rank
101 General Fund						
54900 Public Safety						
	Description: (350) Partial battery replacement for portable radios. Some of the batteries are approaching six years in service life and are not holding full capacity.			Impact Desc:		
2029	Station Construction: EMS Portion of the Construction of Nolensville Fire Station #2	Construction	100,000		3	2
	Description: Estimated EMS share of construction of the new Nolensville Fire Station #2, to cover the areas occupied by EMS personnel, equipment, and vehicles.			Impact Desc:		
2029	Station Construction: 96W/Old Hillsboro	Construction	8,500,000	180,000	3	3
	Description: Design and construction of an Emergency Services Station to be located in the area of 96W and Old Hillsboro Rd.			Impact Desc: Furnishing of shelves, gear racks, desks, beds, chairs, TVs, and other related materials and equipment. To be funded in future year as station nears completion.		
	2029 Total:		23,525,840	430,000		
2030	Station Construction: Construction of an Emergency Services Station and Fire Training Center	Construction	15,000,000	650,000	1	1
	Description: Design and construction of an Emergency Services Station and Fire Training Center in the area of the County Landfill.			Impact Desc: Furnishing of shelves, gear racks, desks, beds, chairs, TVs, and other related materials and equipment. To be funded in future year as station/training center nears completion.		
2030	Emergency Medical Services: New Ambulance	Vehicles	672,990		1	2
	Description: Add (1) Ambulance including equipment at a location to be determined.			Impact Desc:		
2030	Fire Service Support: Replacement Tanker	Vehicles	1,300,000	65,000	1	3
	Description: Replace (1) Tanker at Station 15 in Flat Creek.			Impact Desc: Equipment cost, to be funded in a future year as truck nears delivery.		
2030	Station Construction: Arrington Furnishing	Equipment	150,000		1	4

Capital Budget Requests

Budget for Fiscal Years 2027 to 2031

Year	Project Name	Type	Cost	Impact Cost	Priority	Rank
101 General Fund						
54900 Public Safety						
	Description: Furnishing of shelves, gear racks, desks, beds, chairs, TVs, and other related materials and equipment for the Arrington Emergency Services Station.			Impact Desc:		
2030	Emergency Medical Services: Ambulance Rechassis	Vehicles	502,910		2	1
	Description: Re-chassis (1) Ambulance unit.			Impact Desc:		
2030	Emergency Medical Services: Ambulance Rechassis	Vehicles	502,910		2	2
	Description: Re-chassis (1) Ambulance unit.			Impact Desc:		
2030	Emergency Medical Services: Ambulance Rechassis	Vehicles	502,910		2	3
	Description: Re-chassis (1) Ambulance unit.			Impact Desc:		
2030	Emergency Medical Services: Ambulance Rechassis	Vehicles	502,910		2	4
	Description: Re-chassis (1) Ambulance unit.			Impact Desc:		
2030	Emergency Medical Services: Ambulance Rechassis	Vehicles	502,910		2	5
	Description: Re-chassis (1) Ambulance unit.			Impact Desc:		
2030	Emergency Medical Services: Ambulance Rechassis	Vehicles	502,910		2	6
	Description: Re-chassis (1) Ambulance unit.			Impact Desc:		
2030	Emergency Medical Services: Supervisor Vehicle Replacement	Vehicles	170,331		2	7
	Description: Replace (1) EMS Supervisor vehicle.			Impact Desc:		
2030	Emergency Management: Vehicle Replacement	Vehicles	222,647		2	8
	Description: Replace (1) EMA response vehicle.			Impact Desc:		
2030	Emergency Management: Vehicle Replacement	Vehicles	222,647		2	9
	Description: Replace (1) EMA response vehicle.			Impact Desc:		
2030	Emergency Management: Vehicle Replacement	Vehicles	222,647		2	10
	Description: Replace (1) EMA response vehicle.			Impact Desc:		
2030	Station Construction: Flat Creek	Land	700,000		3	1
	Description: Land on which to build proposed Emergency Services Station - Flat Creek.			Impact Desc:		

Capital Budget Requests

12/18/2025 2:04:35 PM

Budget for Fiscal Years 2027 to 2031

Year	Project Name	Type	Cost	Impact Cost	Priority	Rank
101 General Fund						
54900 Public Safety						
			2030 Total:	21,678,722	715,000	
2031	Station Construction: Bethesda	Construction	9,000,000	-	1	1
	Description: Construction of a replacement Emergency Services Station for Bethesda.			Impact Desc:		
2031	Station Construction: Stephens Valley	Construction	4,500,000	-	1	2
	Description: Construction of a new Emergency Services Station for Stephen's Valley.			Impact Desc:		
2031	Station Construction: Leiper's Fork	Construction	12,000,000	-	1	3
	Description: Construction of a replacement Emergency Services Station for Leiper's Fork.			Impact Desc:		
2031	Fire Service Support: New Fire Engine Equipment	Equipment	500,000	-	1	4
	Description: Equipment for two fire engines ordered in prior fiscal year.			Impact Desc:		
2031	Station Construction: College Grove Furnishing	Equipment	260,000	-	1	5
	Description: Furnishing of shelves, gear racks, desks, beds, chairs, TVs, and other related materials and equipment for the College Grove ESS.			Impact Desc:		
2031	Emergency Medical Services: Ambulance Rechassis	Vehicles	515,000	-	2	1
	Description: Re-chassis (1) Ambulance unit.			Impact Desc:		
2031	Emergency Medical Services: Ambulance Rechassis	Vehicles	515,000	-	2	2
	Description: Re-chassis (1) Ambulance unit.			Impact Desc:		
2031	Emergency Medical Services: Ambulance Rechassis	Vehicles	515,000	-	2	3
	Description: Re-chassis (1) Ambulance unit.			Impact Desc:		
2031	Emergency Medical Services: Ambulance Rechassis	Vehicles	515,000	-	2	4
	Description: Re-chassis (1) Ambulance unit.			Impact Desc:		
2031	Emergency Medical Services: Ambulance Rechassis	Vehicles	515,000	-	2	5
	Description: Re-chassis (1) Ambulance unit.			Impact Desc:		
2031	Emergency Medical Services: Ambulance Rechassis	Vehicles	515,000	-	2	6
	Description: Re-chassis (1) Ambulance unit.			Impact Desc:		

Capital Budget Requests

Budget for Fiscal Years 2027 to 2031

Year	Project Name	Type	Cost	Impact Cost	Priority	Rank
101 General Fund						
54900 Public Safety						
		2031 Total:	29,350,000	-		
		54900 Public Safety Total:	112,359,571	1,145,000		
		101 General Fund Total:	112,359,571	1,145,000		
		Grand Total:	<u>112,359,571</u>	<u>1,145,000</u>		

Capital Budget Requests

11/26/2025 7:23:20 AM

Budget for Fiscal Years 2027 to 2031

Year	Project Name	Type	Cost	Impact Cost	Priority	Rank
131 Highway						
60000 Highway						
2027	Major Corridor Study Projects Description: Various road improvements	Construction	3,600,000	-	1	1
2027	Pickups (2) Description: Replacement Equipment	Vehicles	160,000	-	2	1
2027	Dump Trucks (2) Description: Replacement Equipment	Equipment	480,000	-	2	1
2027	Milling Machine Description: Replacement Equipment	Equipment	450,000	-	2	1
2027 Total:				4,690,000		
2028	Major Corridor Study Projects Description: Various road improvements.	Construction	3,700,000	-	1	1
2028	Dump Trucks (2) Description: Replacement Equipment	Vehicles	480,000	-	2	1
2028	Rock Crusher Description: Replacement Equipment	Equipment	2,600,000	-	2	1
2028 Total:				6,780,000		
2029	Major Corridor Study Projects Description: Various road improvements.	Construction	8,700,000	-	1	1
2029	Long Arm Bushhog (2) Description: Replacement Equipment	Construction	360,000	-	2	1
2029	Salt Boxes Description: Replacement Equipment	Construction	150,000	-	2	1
2029	Pickup Trucks (2) Description: Replacement Equipment	Construction	160,000	-	2	1
2029 Total:				9,370,000		
2030	Major Corridor Study Projects Description: Various Road Projects	Construction	2,500,000	-	1	1

Capital Budget Requests

11/26/2025 7:23:20 AM

Budget for Fiscal Years 2027 to 2031

Year	Project Name	Type	Cost	Impact Cost	Priority	Rank
131 Highway						
60000 Highway						
2030	Dump Trucks (2)	Equipment	480,000	-	2	1
	Description: Replacement Equipment		Impact Desc: N/A			
2030	Mini Excavator	Equipment	150,000	-	2	1
	Description: Replacement Equipment		Impact Desc: N/A			
2030	Sweeper, Broom	Equipment	100,000	-	2	1
	Description: Replacement Equipment		Impact Desc: N/A			
2030	Compactor, Asphalt	Equipment	150,000	-	2	1
	Description: Replacement Equipment		Impact Desc: N/A			
			2030 Total:	8,380,000		
2031	Dump Trucks (2)	Equipment	480,000	-	2	1
	Description: Replacement Equipment		Impact Desc: N/A			
2031	Grader	Equipment	200,000	-	2	1
	Description: Replacement Equipment		Impact Desc: N/A			
2031	Bushhogs (2)	Equipment	300,000	-	2	1
	Description: Replacement Equipment		Impact Desc: N/A			
			2031 Total:	980,000		
	60000 Highway Total:			25,200,000		
	131 Highway Total:			25,200,000		
	Grand Total:			25,200,000		

Capital Budget Requests

12/18/2025 2:48:58 PM

Budget for Fiscal Years 2027 to 2031

Year	Project Name	Type	Cost	Impact Cost	Priority	Rank
101 General Fund						
56700 Parks & Recreation						
2027	Various Facilities	Other	550,000	-	1	1
				Impact Desc:		
2027	College Grove Park Phase 2	Construction	5,000,000	-	1	2
				Impact Desc:		
2027	Indoor Soccer Arena at Crockett Park	Construction	2,300,000	-	1	3
				Impact Desc: Lower electric costs		
2027	Maintenance Building at Castle Park	Construction	300,000	-	1	4
				Impact Desc:		
2027	Longview Pools	Equipment	150,000	-	1	5
				Impact Desc:		
2027	Franklin Splash Pad	Construction	150,000	-	1	6
				Impact Desc: increase in revenues		
2027	Bending Chestnut Park	Construction	2,800,000	350,000	1	7
				Impact Desc: Staff, utilities, lawn products, advertising.		
2027	Indoor Sports Complex	Construction	1,000,000	-	1	8
				Impact Desc:		
2027	York Property	Construction	2,600,000	-	1	9
				Impact Desc:		
2027 Total:				14,850,000	850,000	
2028	Various Facilities	Other	550,000	-	1	1

Capital Budget Requests

Budget for Fiscal Years 2027 to 2031

Year	Project Name	Type	Cost	Impact Cost	Priority	Rank
101 General Fund						
56700 Parks & Recreation						
	Description: Renovations, Equipment Upgrades & Equipment for New Programs			Impact Desc:		
2028	Facilities Maintenance	Vehicles	250,000	-	1	2
	Description: Replacement Vehicles for high mileage trucks.			Impact Desc: New mileage efficiency will reflect savings in gasoline, diesel and vehicle repair costs.		
2028	Indoor Sports Complex	Equipment	225,000	-	1	3
	Description: Pool pump room upgrades			Impact Desc:		
2028	Fairview Outdoor Pool	Equipment	50,000	-	1	4
	Description: New water feature			Impact Desc: increase in revenues		
2028	Nolensville Outdoor Pool	Construction	110,000	-	1	5
	Description: Replaster pool to prevent leaks.			Impact Desc:		
2028	Franklin Rec Indoor Walking Track	Construction	150,000	-	1	6
	Description: Replace flooring on indoor walking/running track.			Impact Desc:		
2028	Ag Expo Center	Construction	30,000,000	-	1	7
	Description: Building and site renovations/additions to accommodate additional events.			Impact Desc: Increase in revenues		
2028	Walking Trails at Various Parks	Construction	400,000	-	1	8
	Description: Recap walking trails with asphalt for safety.			Impact Desc:		
			2028 Total:	31,735,000		
2029	Various Facilities	Other	500,000	-	1	1
	Description: Renovations, Equipment Upgrades & Equipment for New Programs			Impact Desc:		
2029	Playgrounds	Construction	550,000	-	1	2

Capital Budget Requests

12/18/2025 2:48:58 PM

Budget for Fiscal Years 2027 to 2031

Year	Project Name	Type	Cost	Impact Cost	Priority	Rank
101 General Fund						
56700 Parks & Recreation						
	Description: Replace existing playgrounds with new structures.			Impact Desc:		
2029	Franklin Rec Indoor Pool and Longview Rec Locker Rooms	Construction	550,000	-	1	3
	Description: Replaster Franklin pool so leaks do not develop and resurface pool deck and hallway. Resurface Longview locker room floors for safety of patrons.			Impact Desc:		
2029	Soccer West Fields	Construction	6,000,000	-	1	4
	Description: Install Artificial Turf on 4 fields, so play and practice can continue year-round. A cost share with the City of Franklin or User Group will be needed to make this happen.			Impact Desc: There would be a decrease in lawn products and water consumption. Increase in revenues.		
2029	College Grove Center	Construction	5,200,000	60,000	1	5
	Description: Build onto the existing rec center to have more classrooms, a larger wellness center and group fitness room.			Impact Desc: Increase in revenues		
2029	Various Aquatic Projects	Construction	4,000,000	-	1	6
	Description: Splash Pads for Nolensville, Fairview, Longview. A cost share with the Town of Nolensville, City of Fairview and City of Spring Hill would be needed to make this happen.			Impact Desc: Increase in Revenues		
2029	Gregory Park Soccer Fields	Construction	750,000	-	1	7
	Description: Restrooms & Pavilion			Impact Desc:		
			2029 Total:	17,550,000	60,000	
2030	Various Facilities	Other	550,000	-	1	1
	Description: Renovations, equipment upgrades and equipment for programs.			Impact Desc:		
2030	Nolensville & Fairview Outdoor Pools	Construction	4,500,000	-	1	2
	Description: Cover outdoor pools so they can be used during winter months. A cost-share with the Town of Nolensville and the City of Fairview would be needed.			Impact Desc: Increase in revenues		
2030	Tennis Courts at Grassland Park & Franklin Rec Complex	Construction	3,200,000	-	1	3

Capital Budget Requests

Budget for Fiscal Years 2027 to 2031

Year	Project Name	Type	Cost	Impact Cost	Priority	Rank
101 General Fund						
56700 Parks & Recreation						
	Description: Complete rebuild of existing courts to be a post-tension concrete subsurface.			Impact Desc: Less maintenance long-term		
2030	Franklin Rec Indoor Pool Deck	Construction	110,000	-	1	4
	Description: Resurface deck around pool for preventative measures of slips and falls.			Impact Desc:		
2030	Fairview Outdoor Pool	Construction	125,000	-	1	5
	Description: Replaster pool to prevent leaks and install new sand in filter.			Impact Desc:		
2030	Triune Park	Construction	2,800,000	35,000	1	6
	Description: New park area with 4 tennis courts, 6 pickleball courts, playground and walking trail.			Impact Desc: Utilities, General Maintenance		
2030	New Trail Head for Timberland Park	Construction	600,000	35,000	1	7
	Description: New entrance off Highway 96 West with parking area and trail-head to access hiking trails through the Big East Fork Land Trust that we presently have an agreement with.			Impact Desc: General maintenance of site.		
2030	Land Purchases	Land	2,000,000	-	1	8
	Description: Continue to explore grant opportunities to acquire land (which requires a match); and purchasing land.			Impact Desc:		
			2030 Total:	13,885,000	70,000	
2031	Various Facility Amenities	Other	500,000	-	1	1
	Description: Renovations, equipment upgrades and equipment for programs			Impact Desc:		
2031	Upgrades to Existing Facilities	Construction	5,000,000	-	1	2
	Description:			Impact Desc:		
2031	Facilities Maintenance	Vehicles	250,000	-	1	3
	Description: Replace high mileage vehicles/trucks.			Impact Desc: New mileage efficiency will reflect savings in gasoline, diesel and vehicle repair costs.		

Capital Budget Requests

Budget for Fiscal Years 2027 to 2031

Year	Project Name	Type	Cost	Impact Cost	Priority	Rank
101 General Fund						
56700 Parks & Recreation						
2031	Franklin Rec Indoor Pool	Construction	160,000	-	1	4
	Description: Replaster indoor pool to prevent leaks and install new sand in filter.			Impact Desc:		
2031	Bending Chestnut Park	Construction	1,500,000	-	1	5
	Description: Phase II to include additional hiking trails and amenities.			Impact Desc:		
2031	Adult Softball Complex	Construction	15,000,000	175,000	1	6
	Description: In 2023, the City of Franklin discontinued the use of fields at Fieldstone Park for WCPR leagues.			Impact Desc: Utilities, General Upkeep, Maintenance Equipment		
		2031 Total:	22,410,000	175,000		
		56700 Parks & Recreation Total:	100,430,000	655,000		
		101 General Fund Total:	100,430,000	655,000		
		Grand Total:	<u>100,430,000</u>	<u>655,000</u>		

Capital Budget Requests

Budget for Fiscal Years 2027 to 2031

Year	Project Name	Type	Cost	Impact Cost	Priority	Rank
101 General Fund						
56700 Parks & Recreation						
2027 Various Facilities	Other	550,000	-	1	1	
	Description: Renovations, Equipment Upgrades & Equipment for New Programs		Impact Desc:			
2027 College Grove Park Phase 2	Construction	5,000,000	-	1	2	
	Description: Phase 2 for completion of new park. Phase I is partially funded with state grant funds of \$2.3 m		Impact Desc:			
2027 Indoor Soccer Arena at Crockett Park	Construction	2,300,000	-	1	3	
	Description: New field turf and lighting for safety. Existing lights and turf are 20 years old.		Impact Desc: Lower electric costs			
2027 Maintenance Building at Castle Park	Construction	300,000	-	1	4	
	Description: Needed for on-site staff restrooms, indoor area for site equipment,		Impact Desc:			
2027 Longview Pools	Equipment	150,000	-	1	5	
	Description: Pump Room equipment upgrades and new UV system		Impact Desc:			
2027 Franklin Splash Pad	Construction	150,000	-	1	6	
	Description: Resurface deck for safety; upgrades to play features, sand filter and UV upgrades.		Impact Desc: increase in revenues			
2027 Bending Chestnut Park	Construction	2,800,000	350,000	1	7	
	Description: Phase I to include historic village, infrastructure, parking area, and hiking trails.		Impact Desc: Staff, utilities, lawn products, advertising.			
2027 Indoor Sports Complex	Construction	1,000,000	-	1	8	
	Description: Interior ceiling and walls at tennis courts needs replacing. Existing is dry-rotted and beginning to split and fall.		Impact Desc:			
2027 York Property	Construction	2,600,000	-	1	9	
	Description: Construction of lake on the 100 acre land donation in the Triune area.		Impact Desc:			
			2027 Total:	14,850,000	350,000	
2028 Various Facilities	Other	550,000	-	1	1	

Capital Budget Requests

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Budget for Fiscal Years 2027 to 2031

Year	Project Name	Type	Cost	Impact Cost	Priority	Rank
101 General Fund						
56700 Parks & Recreation						
	Description: Renovations, Equipment Upgrades & Equipment for New Programs			Impact Desc:		
2028	Facilities Maintenance	Vehicles	250,000	-	1	2
	Description: Replacement Vehicles for high mileage trucks.			Impact Desc: New mileage efficiency will reflect savings in gasoline, diesel and vehicle repair costs.		
2028	Indoor Sports Complex	Equipment	225,000	-	1	3
	Description: Pool pump room upgrades			Impact Desc:		
2028	Fairview Outdoor Pool	Equipment	50,000	-	1	4
	Description: New water feature			Impact Desc: increase in revenues		
2028	Nolensville Outdoor Pool	Construction	110,000	-	1	5
	Description: Replaster pool to prevent leaks.			Impact Desc:		
2028	Franklin Rec Indoor Walking Track	Construction	150,000	-	1	6
	Description: Replace flooring on indoor walking/running track.			Impact Desc:		
2028	Ag Expo Center	Construction	30,000,000	-	1	7
	Description: Building and site renovations/additions to accommodate additional events.			Impact Desc: Increase in revenues		
2028	Walking Trails at Various Parks	Construction	400,000	-	1	8
	Description: Recap walking trails with asphalt for safety.			Impact Desc:		
			2028 Total:	31,735,000	-	
2029	Various Facilities	Other	500,000	-	1	1
	Description: Renovations, Equipment Upgrades & Equipment for New Programs			Impact Desc:		
2029	Playgrounds	Construction	550,000	-	1	2

Capital Budget Requests

Budget for Fiscal Years 2027 to 2031

Year	Project Name	Type	Cost	Impact Cost	Priority	Rank
101 General Fund						
56700 Parks & Recreation						
	Description: Replace existing playgrounds with new structures.			Impact Desc:		
2029	Franklin Rec Indoor Pool and Longview Rec Locker Rooms	Construction	550,000	-	1	3
	Description: Replaster Franklin pool so leaks do not develop and resurface pool deck and hallway. Resurface Longview locker room floors for safety of patrons.			Impact Desc:		
2029	Soccer West Fields	Construction	6,000,000	-	1	4
	Description: Install Artificial Turf on 4 fields, so play and practice can continue year-round. A cost share with the City of Franklin or User Group will be needed to make this happen.			Impact Desc: There would be a decrease in lawn products and water consumption. Increase in revenues.		
2029	College Grove Center	Construction	5,200,000	60,000	1	5
	Description: Build onto the existing rec center to have more classrooms, a larger wellness center and group fitness room.			Impact Desc: Increase in revenues		
2029	Various Aquatic Projects	Construction	4,000,000	-	1	6
	Description: Splash Pads for Nolensville, Fairview, Longview. A cost share with the Town of Nolensville, City of Fairview and City of Spring Hill would be needed to make this happen.			Impact Desc: Increase in Revenues		
2029	Gregory Park Soccer Fields	Construction	750,000	-	1	7
	Description: Restrooms & Pavilion			Impact Desc:		
		2029 Total:	17,550,000	60,000		
2030	Various Facilities	Other	550,000	-	1	1
	Description: Renovations, equipment upgrades and equipment for programs.			Impact Desc:		
2030	Nolensville & Fairview Outdoor Pools	Construction	4,500,000	-	1	2
	Description: Cover outdoor pools so they can be used during winter months. A cost-share with the Town of Nolensville and the City of Fairview would be needed.			Impact Desc: Increase in revenues		
2030	Tennis Courts at Grassland Park & Franklin Rec Complex	Construction	3,200,000	-	1	3

Capital Budget Requests

Budget for Fiscal Years 2027 to 2031

Year	Project Name	Type	Cost	Impact Cost	Priority	Rank
101 General Fund						
56700 Parks & Recreation						
	Description: Complete rebuild of existing courts to be a post-tension concrete subsurface.			Impact Desc: Less maintenance long-term		
2030 Franklin Rec Indoor Pool Deck	Construction	110,000	-	1	4	
	Description: Resurface deck around pool for preventative measures of slips and falls.		Impact Desc:			
2030 Fairview Outdoor Pool	Construction	125,000	-	1	5	
	Description: Replaster pool to prevent leaks and install new sand in filter.		Impact Desc:			
2030 Triune Park	Construction	2,800,000	35,000	1	6	
	Description: New park area with 4 tennis courts, 6 pickleball courts, playground and walking trail.		Impact Desc: Utilities, General Maintenance			
2030 New Trail Head for Timberland Park	Construction	600,000	35,000	1	7	
	Description: New entrance off Highway 96 West with parking area and trail-head to access hiking trails through the Big East Fork Land Trust that we presently have an agreement with.		Impact Desc: General maintenance of site.			
2030 Land Purchases	Land	2,000,000	-	1	8	
	Description: Continue to explore grant opportunities to acquire land (which requires a match); and purchasing land.		Impact Desc:			
	2030 Total:	13,885,000	70,000			
2031 Various Facility Amenities	Other	500,000	-	1	1	
	Description: Renovations, equipment upgrades and equipment for programs		Impact Desc:			
2031 Upgrades to Existing Facilities	Construction	5,000,000	-	1	2	
	Description:		Impact Desc:			
2031 Facilities Maintenance	Vehicles	250,000	-	1	3	
	Description: Replace high mileage vehicles/trucks.		Impact Desc: New mileage efficiency will reflect savings in gasoline, diesel and vehicle repair costs.			

Capital Budget Requests

Budget for Fiscal Years 2027 to 2031

Year	Project Name	Type	Cost	Impact Cost	Priority	Rank
101 General Fund						
56700 Parks & Recreation						
2031	Franklin Rec Indoor Pool	Construction	160,000	-	1	4
	Description: Replaster indoor pool to prevent leaks and install new sand in filter.			Impact Desc:		
2031	Bending Chestnut Park	Construction	1,500,000	-	1	5
	Description: Phase II to include additional hiking trails and amenities.			Impact Desc:		
2031	Adult Softball Complex	Construction	15,000,000	175,000	1	6
	Description: In 2023, the City of Franklin discontinued the use of fields at Fieldstone Park for WCPR leagues.			Impact Desc: Utilities, General Upkeep, Maintenance Equipment		
		2031 Total:	22,410,000	175,000		
		56700 Parks & Recreation Total:	100,430,000	655,000		
		101 General Fund Total:	100,430,000	655,000		
		Grand Total:	<u>100,430,000</u>	<u>655,000</u>		

**RESOLUTION ACCEPTING AN IN-KIND DONATION OF A BIRD SANCTUARY
AND BENCH FROM BOY SCOUT TROOP 48 TO BE INSTALLED IN
THE VICINITY OF THE WILLIAMSON COUNTY LIBRARY**

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 takes action to accept the conditional donation; and

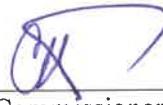
WHEREAS, Williamson County owns and operates a public library located at 1314 Columbia Ave., Franklin, Tennessee; and

WHEREAS, Williamson County was approached by a member of Boy Scout Troop 48 recommending a community project for his candidacy for the rank Eagle Scout; and

WHEREAS, as part of the process to obtain Eagle Scout, the Boy Scout has proposed the construction of a bird sanctuary and bench to include two poles approximately six (6) to seven (7) feet each for the installation of two (2) bird houses, conditioned on them being maintained by Williamson County upon acceptance; and

WHEREAS, the Williamson County Board of Commissioners finds it in the best interest of the citizens of Williamson County to accept the conditional donation to be maintained by the County upon acceptance by Williamson County:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 12th day of January, 2026, accepts the donation of a bird sanctuary and bench from Boy Scout Troop 48 to be constructed in the vicinity of the Williamson County Library to include two (2) poles and bird houses with perches, a bench, and related improvements conditioned on them being maintained by Williamson County and authorizes the County Mayor to execute any documents required to accept the conditional donation.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Property 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

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO AN
INTERLOCAL AGREEMENT WITH THE TOWN OF NOLENSVILLE, 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

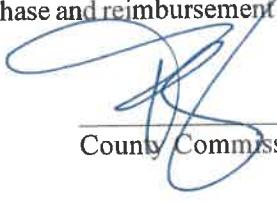
WHEREAS, Williamson County (“County”) currently contracts with CentralSquare Technologies, LLC (“CentralSquare”) who provides emergency management software for communities across the country; and

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 Town of Nolensville (“Town”) has requested a license agreement to permit it use of the CentralSquare software conditioned on the Town reimbursing the County for the 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 a 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 12th day of January, 2026, 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 Town of Nolensville to define the parties’ financial and contractual obligations and responsibilities concerning the purchase and reimbursement of a software license to access the CentralSquare Technologies, LLC software.


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enforcement/Public Safety	For <u> </u>	Against <u> </u> would not review
Budget Committee	For <u>4</u>	Against <u>0</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 C. Anderson, Williamson County Mayor

Date

INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY, TENNESSEE AND
THE TOWN OF NOLENSVILLE, TENNESSEE

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 TOWN OF NOLENSVILLE, TENNESSEE (hereinafter "Town"), concerning the financial responsibilities for the purchase of certain licenses and subscription fees pursuant to a contract between County and CentralSquare Technologies, LLC ("CentralSquare").

WHEREAS, pursuant to Tennessee Code Annotated, Section 12-9-101, et. seq. the parties have the express authority, upon approval of their respective governing bodies, to enter into an interlocal agreement for the joint cooperation in the provision of public services; 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, County has contracted with CentralSquare for the purchase of public safety management services and technical services on behalf of the Town and Town has agreed to reimburse County for the Town's costs of the services; and

WHEREAS, the Town's cost is One Thousand Seven Hundred Fifty-Five and 00/100 Dollars (\$1,755.00) which it has agreed to reimburse County in full:

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 the parties concerning the purchase and reimbursement of costs.

2. CONTRACT FOR SOFTWARE AND SERVICES. County has a contract with CentralSquare which was obtained through the General Services Administration through a competitive bidding process. County shall maintain the GSA contract with CentralSquare and shall be responsible for ensuring the contract terms are fulfilled.

3. COMPENSATION FOR THE LICENSES. County will pay CentralSquare and Town shall reimburse County the total fee of One Thousand Seven Hundred Fifty-Five Dollars (\$1,755.00) to be paid in accordance with the terms and conditions herein.

4. REIMBURSEMENT.

a. Reimbursements. Town shall reimburse County for County's total amount paid to CentralSquare on behalf of Town, to be paid within thirty (30) days of receiving an invoice from County detailing the costs to the Town.

b. Each party shall be responsible for obtaining approval from their respective legislative bodies to fund the reimbursement amounts.

5. TERM. The term of this Agreement shall extend from the date this Agreement has been signed by all parties and shall terminate on the date both parties have satisfactorily fulfilled all obligations provided herein. In no event shall the term of this Agreement, including extensions, exceed five (5) years.

6. TERMINATION.

a. Breach. Should either party fail to fulfill in a timely and proper manner a material obligation under this Agreement or if either 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.

b. Effect of Termination. This Agreement shall continue in effect with respect to all parties that have not withdrawn unless the number of active parties is reduced so that only one party remains.

7. INSURANCE. Each party shall be responsible for obtaining and maintaining its own liability and property insurance against losses or liability related to the services provided hereunder and 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. Except as otherwise provided herein, any notice or other communication between the parties regarding the matters contemplated by this 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:

Williamson County, Tennessee
 Attn: Office of Public Safety Director
 1320 West Main St., Suite B-25
 Franklin, TN 37064

Town of Nolensville, Tennessee
 Attn: Town Manager
 7218 Nolensville Road
 Nolensville, TN 37135

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 this 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. Entire Agreement and Modifications in Writing. This Agreement and any exhibits included herewith at the time of execution of this Agreement contain the entire agreement between the parties, and no statement, promises, or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid or binding; and this Agreement may not be enlarged, modified, or altered except in writing and signed by the parties and attached hereto.

g. Liability. Each party shall be responsible for its own actions, and the actions of its employees, contractors, subcontractors, and agents, conducted pursuant to this Agreement.

h. 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.

i. Assignment. The rights and obligations of this Agreement are not assignable.

j. Employment Practices. Neither party shall 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. The parties 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

k. Waiver. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the parties against who charged.

l. 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.

m. 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, County and Town have executed this Agreement effective as of the date and year written below.

ATTEST:

WILLIAMSON COUNTY, TENNESSEE

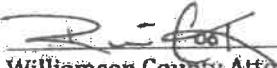
BY:

BY:

DATE: _____

DATE: _____

APPROVED AS TO FORM AND LEGALITY:


Williamson County Attorney

ATTEST:

TOWN OF NOLENSVILLE, TENNESSEE

BY:

BY:

DATE: _____

DATE: _____

APPROVED AS TO FORM AND LEGALITY:


Nolensville Town Attorney

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO AN
INTERLOCAL AGREEMENT WITH THE CITY OF FRANKLIN FOR THE PROVISION
OF FIREFIGHTING AND EMERGENCY RESPONSE SERVICES**

WHEREAS, pursuant to Title 12, Chapter 9 and Title 58, Chapter 8 of the Tennessee Code Annotated, the parties have the express authority to enter into an Interlocal Agreement for cooperation in the provision of fire suppression and emergency response services; and

WHEREAS, the City of Franklin currently provides firefighting and emergency response services within its boundaries through its Franklin Fire Department; and

WHEREAS, Williamson County Fire and Rescue provides firefighting and emergency response services in the unincorporated area including the area immediately surrounding the City of Franklin; and

WHEREAS, the parties are governmental entities of the State of Tennessee as defined within the Interlocal Cooperation Act ("Act") found at *Tennessee Code Annotated, Section 12-9-101*, et. seq. which authorizes any Tennessee governmental entity to act jointly with any other public agency to exercise any powers, privileges, and authority conferred upon a public agency; and

WHEREAS, the parties have agreed to be responsible for their own costs to fulfill each party's obligations under the interlocal agreement; and

WHEREAS, the Williamson County Board of Commissioners has determined that it is in the best interest of the citizens of Williamson County to authorize the Williamson County Mayor to execute an interlocal agreement with the City of Franklin and all other documents relating to the provision and payment of firefighting and emergency response services in the unincorporated area abutting the municipal boundary on a per call basis:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 12th day of January, 2026, pursuant to Title 12, Chapter 9 of the Tennessee Code Annotated, 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 Franklin to define the parties' contractual obligations concerning the provision of firefighting and emergency response services in the unincorporated area abutting the municipal boundary as further described on the map attached to the interlocal agreement.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enforcement Committee	For <u>3</u>	Against <u>0</u>
Budget Committee	For <u>4</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

**INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY, TENNESSEE AND
THE CITY OF FRANKLIN, TENNESSEE FOR THE PROVISION OF
FIREFIGHTING AND EMERGENCY RESPONSE SERVICES**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into by and between **WILLIAMSON COUNTY, TENNESSEE** ("County"), a political subdivision of the State of Tennessee located at 1320 West Main Street, Franklin, Tennessee 37064, and the **CITY OF FRANKLIN, TENNESSEE** ("City"), a municipal government located at 109 3rd Avenue South, Franklin, Tennessee 37064, to establish the terms and financial responsibilities for the provision of firefighting and emergency response services located outside the City's boundary and within the surrounding unincorporated area.

RECITALS

WHEREAS, County and City are governmental entities of the State of Tennessee and, as such, are authorized to enter into interlocal agreements pursuant to *Tennessee Code Annotated, Section 12-9-101, et. seq.*;

WHEREAS, City agrees to assist the County in providing firefighting and emergency response services through its Franklin Fire Department ("FFD") to serve the service area currently within the boundaries of the unincorporated area surrounding the City's boundary which is more particularly described in the GIS map attached hereto as Attachment A as may be periodically amended upon written agreement of the parties ("Service Area"); and

WHEREAS, the parties have determined this Agreement is beneficial to both parties for the provision of firefighting and emergency response services within the Service Area.

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

I. Purpose of Agreement. The purpose of this Agreement is to clearly define the contractual responsibilities and financial obligations of City and County for the provision of firefighting and emergency response services within the Service Area. For the purposes of this Agreement, the Williamson County Office of Public Safety Director shall be the point of contact on behalf of County.

II. Authority. This Agreement is made and entered into pursuant to the authority granted to the parties under the Interlocal Cooperation Act, Tennessee Code Annotated Sections 12-9-101, et seq., and the parties agree that all approvals and filings required by the terms of the Act shall be achieved as soon as possible from and after the execution of this Agreement.

III. Provision of Firefighting and Emergency Response Services.

- a. The parties agree to establish a mutually beneficial response district (the "Response District"), encompassing all emergencies occurring within the area from the southern boundary of the City limits along I-65 to the southbound exit ramp and northbound entrance ramp of I-840. Additionally, the Response District shall include the sections of I-840 where the entrance and exit ramps extend east and west. A map illustrating the Response District is attached and incorporated into this Agreement as "Attachment A." Any modifications to the Response District, including additions or removals of response areas, shall require a written agreement between the parties.
- b. In the event of an emergency within the Response District, City shall assist the County in providing fire resources as specified in the first response assignment of the Williamson County Emergency Communication CAD Software, subject to the limitations outlined in this Agreement.

IV. Training Reports. The parties shall maintain all records indicating the training classes offered and completed by its personnel in firefighting and safety techniques.

V. Liability. No employee of a party shall be deemed to be an employee and/or agent of the other party because of any action or incident arising pursuant of this Agreement. All damages or repairs to any equipment or apparatus shall be the responsibility of the owner jurisdiction.

VI. Injuries to Personnel. Any damage or other compensation which is required to be paid to any employee by reason of an injury occurring while their services are being utilized within the Response District, pursuant to this Agreement, shall be the sole liability and responsibility of the party regularly employing that employee.

VII. Term. The initial term of this Agreement shall be for a period of one (1) year effective upon full execution of this Agreement by authorized representatives of both parties, each having obtained approval and authority from their respective governing bodies. This Agreement shall automatically renew each year upon the same material terms until such time as this Agreement is terminated.

VIII. Termination.

a. Breach. Should either 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. 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.

b. Termination for Convenience. City or County may terminate this Agreement at any time by providing no less than one hundred eighty days (180) days written notice to the other party prior to the end of the fiscal year. Such termination shall not affect in any manner any prior existing obligations between the parties. Termination shall be effective on the last day of the fiscal year following the proper written notice.

IX. Insurance. During the term of this Agreement, including all extensions, each party shall procure and maintain such insurance as is required by applicable federal and state law to cover its personnel, equipment, vehicles, property, and obligations hereunder, including but not limited to liability insurance, workers' compensation insurance, automobile liability insurance and property insurance. Each party may self-fund its insurance obligation. Each party agrees to maintain adequate insurance coverage and shall provide the other party with proof of such insurance upon request, ensuring that coverage is in effect for the duration of the Agreement.

X. 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.

XI. Limitation on Liability. Each party shall be responsible for its own actions and the actions of their employees, contractors, subcontractors, and agents conducted pursuant to this Agreement. Neither party shall be liable for claims against the other party unless liability is imposed under the Tennessee Governmental Tort Liability Act. No employee of a party shall be deemed to be an employee and/or agent of the other party because of any action or incident arising pursuant of this Agreement. All damages or repairs to any equipment or apparatus shall be the responsibility of the owner jurisdiction. Any damage or other compensation which is required to be paid to any employee by reason of an injury occurring while their services are being utilized within the Response District, pursuant to this Agreement, shall be the sole liability and responsibility of the party regularly employing that employee.

XII. General Terms.

a. Choice of Law and Forum. 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.

b. Notices. All notices, demands, and requests to be given hereunder by either party shall be in writing and must be sent by certified or registered mail and shall be deemed properly given if tendered at the address below or at such other address as either party shall designate by written notice to the other.

County:

WILLIAMSON COUNTY, TENNESSEE
 County Administrative Complex
 1320 West Main Street, Suite 125
 Franklin, TN 37064
 Attn: County Mayor

City:

CITY OF FRANKLIN, TENNESSEE
 109 3rd Avenue
 Franklin, TN 37064
 Attn: City Administrator

c. Entire Agreement and Modifications in Writing. This Agreement and any exhibits included herewith at the time of execution of this Agreement contain the entire agreement between the parties, and no statement, promises, or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid or binding; and this Agreement may not be enlarged, modified, or altered except in writing and signed by the parties and attached hereto.

d. 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.

e. Assignment. The rights and obligations of this Agreement are not assignable.

f. Waiver. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the parties against who charged.

g. Headings. The headings in this Agreement are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.

h. Employment Practices. Neither party shall 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. The parties shall not knowingly hire any unauthorized employees or fail to comply with record keeping requirements set forth in the Federal Immigration Reform Control Act of 1986, Chapter 878 of the 2006 Tennessee Public Acts and all other applicable laws.

i. Relationship Between the Parties. The relationship of the parties shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this Agreement. The parties hereto shall not hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.

j. Severability. If any one or more of the covenants, agreements, or provisions of this Agreement shall be held contrary to any expressed provisions of law or contrary to any policy of expressed law, although not expressly prohibited, contrary to any express provision of public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements, or provisions of this Agreement.

k. Specific Performance. The parties recognize that the rights afforded to each under this Agreement are unique and, accordingly, either party 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.

l. Compliance with Laws. The parties shall comply with all laws of the United States of America, the State of Tennessee, and local laws and shall secure all necessary permits and licenses and keep the same in force during the term of this Agreement.

m. Effective Date. This Agreement shall not be binding upon the parties until it has been properly approved by the legislative bodies of the respective parties, it has then been signed first by the authorized representatives for the City and then by the authorized representatives of County and has been filed in the office of the County Mayor. When it has been so signed and filed, this Agreement shall be effective as of the date written below.

IN WITNESS WHEREOF, County and City have executed this Agreement effective as of the date and year written below.

ATTEST:

WILLIAMSON COUNTY, TENNESSEE

BY:

BY: Rogers Anderson, Williamson County Mayor

DATE: _____

DATE: _____

APPROVED AS TO FORM AND LEGALITY:

Williamson County Attorney

ATTEST:

CITY OF FRANKLIN, TENNESSEE

BY:

BY: Dr. Ken Moore, City of Franklin Mayor

DATE: _____

DATE: _____

APPROVED AS TO FORM AND LEGALITY:

Franklin City Attorney

[https://buergerlaw.sharepoint.com/Client%20Files/WC/Agts/Interlocal%20Agts/City%20of%20Franklin/Firefighting%20%26%20Emergency%20Resp/2025.10.23%20Fire%20Contract%20Franklin%20K25-310%20\(Clean\).doc](https://buergerlaw.sharepoint.com/Client%20Files/WC/Agts/Interlocal%20Agts/City%20of%20Franklin/Firefighting%20%26%20Emergency%20Resp/2025.10.23%20Fire%20Contract%20Franklin%20K25-310%20(Clean).doc)

ADDENDUM A

A map of the 'Response District' for the Automatic Aid Agreement between the City of Franklin and Williamson County Fire Departments.

Williamson County Automatic Aid District
Intersection of I-65 & I-840



**RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER SERVICES
AGREEMENT WITH POWERDETAILS FOR MANAGEMENT OF SPECIAL DUTY WORK
BY WILLIAMSON COUNTY DEPUTY SHERIFFS, AUTHORIZING PAYMENT OF
EMPLOYEES FOR SUCH WORK PURSUANT TO SPECIAL DUTY LAW ENFORCEMENT
PROVISIONS OF THE FAIR LABOR STANDARDS ACT, AND ADDRESSING
THE TREATMENT OF SUCH PAYMENTS FOR PURPOSES OF THE TENNESSEE
CONSOLIDATED RETIREMENT SYSTEM**

WHEREAS, The Williamson County Sheriff's Office finds it in the best interest of its deputies to be permitted to perform certain special duty law enforcement work for separate and independent employers during their off duty hours; and

WHEREAS, The Fair Labor Standards Act provides a special provision for law enforcement employees who solely at their own option perform special duty work in law enforcement activities for a separate and independent employer during their off duty hours, in which these special detail assignments may be performed for the second employer without overtime obligations applying even if the county compensates the officer for the special detail work through the regular payroll system and retains a fee for administrative expenses so long as the officer performs the work at his or her own option and the two employers are in fact separate; and

WHEREAS, The County wishes to contract with PowerDetails for management of scheduling, billing, recordkeeping, and other services related to such special duty work in accordance with the terms of the proposed contract appended to this resolution; and

WHEREAS, PowerDetails will collect reimbursement from the third parties receiving the services of the off-duty deputies, and will pay those funds minus its fees under the attached contract over to the County, whereupon the County will then compensate the deputies accordingly in compliance with the special FLSA exception found at 29 C.F.R. §553.227; and

WHEREAS, Because the services provided will be for a third party who is a separate and independent employer pursuant to the special FLSA exception, those hours do not constitute "compensation payable to a member for services rendered to an employer" for purposes of calculating contributions to the Tennessee Consolidated Retirement System (TCRS) on behalf of the employee; and

WHEREAS, the Board of Commissioners finds it in the interest of the citizens of Williamson County to approve the Proposed contract, authorize payment of deputies for special duty law enforcement details through the process outlined herein pursuant to 29 C.F.R. §553.227; and to make clear that such payments are not considered "compensation payable to a member for services rendered to an employer" for TCRS purposes;

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this 12th day of January, 2026, hereby authorizes the Williamson County Mayor to execute the attached Master Services Agreement with PowerDetails as well as all other related documents necessary to facilitate implementation of the Agreement; and

BE IT FURTHER RESOLVED, that the special duty work made available to deputies pursuant to the Master Services Agreement shall not be considered to be compensation eligible for TCRS retirement purposes; and

BE IT FURTHER RESOLVED, that extra duty assignments made available to deputies under the Master Services Agreement shall be entirely voluntary on the deputies' part, and shall be made available on a fair and equitable basis to all employees performing those duties.


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enforcement Public Safety	For _____	Against _____	would not hear
Budget Committee	For <u>4</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

PowerDetails Master Services Agreement

This Agreement is effective between Williamson County, o/b/o its Sheriff's Office ("Agency"), and PowerDetails as of the Effective Date. This Agreement governs the purchase and use of the Services by Agency. By causing this Agreement to be executed or otherwise accepted, the Agency agrees to be bound by this Agreement. The person executing or accepting this Agreement or any Service Order on behalf of the Agency represents to PowerDetails that he/she has the legal authority to bind the Agency to this Agreement or such Service Order.

1. Definitions; Construction

1.1. Definitions.

"Agency Data" means electronic data and information submitted by or for Agency to the Services.

"Agreement" means this Master Services Agreement.

"Effective Date" means the date on which this Agreement is executed or otherwise accepted by both PowerDetails and Agency. The parties have agreed that the effective date for commencement of services under this Agreement is February 15, 2025.

"Intellectual Property Rights" means all trade secrets, patents and patent applications, trademarks (whether registered or unregistered and including any goodwill acquired in such trade marks), service marks, trade names, copyrights, moral rights, database rights, design rights, rights in know-how, rights in Confidential Information, rights in inventions (whether patentable or not) and all other intellectual property and proprietary rights (whether registered or unregistered, any application for the foregoing, and all rights to enforce the foregoing), and all other equivalent or similar rights which may subsist anywhere in the world.

"Malicious Code" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

"Extra-Duty Services" means off-duty services performed by Deputies when working for an entity other than the Agency, wherein actual or potential use of law enforcement powers is anticipated.

"Extra-Duty Service Employer" shall mean the end user who is requesting Extra-Duty Services from one or more deputies.

"Deputies" shall mean commissioned, full time deputies employed by the Agency who wish to voluntarily provide off-duty services for an Extra Duty Service Employer under special detail rules authorized under the Fair Labor Standards Act.

"Payment Services" means the Services, if any, specified in a Service Order that involve the collection, processing or disbursement by PowerDetails of amounts payable with respect to Extra-Duty Services.

"PowerDetails" means PowerDetails, LLC, a Florida limited liability company.

"PowerDetails Technology" means the computer software applications, tools, application programming interfaces (APIs), connectors, programs, networks and equipment that PowerDetails uses to make its services available to its customers.

"Service Order" means an ordering document or online order, whether or not designated a "Service Order" specifying the Services to be provided hereunder that is entered into between Agency and PowerDetails.

"Services" means the PowerDetails service offerings specified in the applicable Service Order.

"User" means an individual who is authorized by Agency to use the Services, for whom Agency has purchased a subscription, and to whom Agency (or, when applicable, PowerDetails at Agency's request) has supplied a user identification and password.

1.2. Construction. This Agreement applies to the provision of all Services. The parties will enter into one or more Service Orders that contain additional terms and conditions applicable to the provision of certain Services. Upon execution by the parties, each Service Order will be incorporated into this Agreement.

2. Services

2.1. Services. PowerDetails will (a) provide the Services or make the Services available to Agency and Agency's Users pursuant to this Agreement and any applicable Service Orders, (b) provide applicable standard support for the Services at no additional charge (or such other level of support specified in a Service Order), (c) use commercially reasonable efforts, using applicable current industry practices, to ensure that the Services do not contain or transmit any Malicious Code, and (d) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for planned downtime (of which PowerDetails will give advance notice) and other unavailability caused by circumstances beyond reasonable control of PowerDetails, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike, Internet service provider failure or delay, or denial of service attack. The Services do not include any computers, devices, or internet or mobile data services necessary for use of the Services by Agency, its Users or any third party.

2.2. Payment Services. This Section 2.2 shall apply to any Payment Services included in the Services. Agency hereby authorizes PowerDetails with respect to, and appoints PowerDetails as its agent for the purposes of, the procurement of signed acknowledgments and certificates of insurance as required by Agency from Extra-Duty Services Employers, the issuance of invoices to Extra-Duty Services Employers, the collection of funds from Extra-Duty Services Employers, the imposition and collection of fees with respect to the processing of payments from Extra-Duty Services Employers, the issuance of credits and refunds to Extra-Duty Services Employers, the deposit and retention of funds collected by PowerDetails on behalf of Agency in one or more depository accounts pending authorization by Agency for the disbursement of such funds, and the disbursement of funds to Agency and PowerDetails. While PowerDetails will serve as a billing agent for Agency with regard to payments from Extra-Duty Services Employers, PowerDetails will disburse the funds due to Agency and its deputies directly to Agency, and Agency shall be responsible for disbursement of funds to Deputies providing services hereunder. Such activities shall be undertaken by PowerDetails in the manner expressly specified in a Service Order or as otherwise instructed in writing by Agency. In connection with the performance of the Payment Services, PowerDetails may utilize a reputable payment services platform (including, without limitation, Stripe) and require those making or receiving payments through the Payments Services to create an appropriate account with and to utilize such platform, subject to such terms and conditions as may be imposed by such platform.

2.3. Subscriptions. Unless otherwise provided in the applicable Service Order, (a) Services are purchased as subscriptions, (b) additional subscriptions for Services may be added during a subscription term at the same pricing as the underlying subscription pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions.

2.4. Agency Responsibilities. Agency will (a) be responsible for the compliance of its Users with this Agreement and each Service Order, (b) be responsible for the accuracy, quality and legality of the Agency Data, the means by which the Agency obtained the Agency Data and Agency's use of the Agency Data with the Services, (c) use reasonable efforts to prevent unauthorized access to or use of Services, and provide prompt notice to PowerDetails of any unauthorized access or use, (d) use reasonable efforts to provide sufficient personnel and resources necessary to assist PowerDetails in providing the Services, and (e) use the Services only in accordance with this Agreement, any applicable Service Orders and applicable laws and government regulations.

2.5. Terms of Use. PowerDetails may require third parties to agree to terms of use, as established and amended from time to time by PowerDetails in its sole discretion, before using the Services to interact with Agency or any User. PowerDetails and Agency have specifically agreed upon terms of use that will be required of Extra-Duty Services Employers, which terms are outlined in detail in Exhibit B to this Agreement.

2.6. Restrictions. Agency will not, and will not permit any of its Users to, (a) make any portions of the Services for which access requires credentials issued by PowerDetails or Agency available to anyone other than Agency and its Users, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services, (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (h) frame or mirror any part of the Services, other than framing on Agency's own intranets or otherwise for Agency's own internal purposes, (i) disassemble, reverse engineer, or decompile the Services, or (j) except as expressly permitted by the applicable Service Order, permit any of its Users, or knowingly invite any third parties, to access or use the Services from any location outside the United States.

2.7. Modifications to Services. The Services may be modified by PowerDetails from time to time as it deems necessary to address changes in technology and the needs of its customers, provided that any such modification will not degrade the functionality of the Services in any material manner, unless required by applicable law. PowerDetails will provide the Agency with advance written notice of any material changes, giving at least thirty (30) days' notice before such changes take effect, to allow the Agency the opportunity to terminate this Agreement if it does not agree to the changes.

2.8. Third Party Services. The Services may permit the Agency and its Users to access services or content provided by third parties through the Services. PowerDetails is not responsible for, and makes no warranty respecting, any such third party services or content.

2.9. Exclusions. The Services provided by PowerDetails shall not include the supervision, monitoring, or evaluation of any services performed or actions taken by any Deputy or any other employee, contractor or agent of the Agency. PowerDetails shall not be deemed to be the provider of Extra-Duty Services, and no Deputy shall be deemed to be an employee, contractor or agent of PowerDetails.

3. **Proprietary Rights and Licenses**

3.1. Limited License to Use Services. Subject to the terms and conditions of this Agreement, PowerDetails hereby grants to Agency a non-exclusive, non-transferable, limited, royalty-free license, without right to sub-license, for the term of each Service Order, to access and use, and to permit its Users to access and use, the Services, solely for Agency's operations in its ordinary course of business.

3.2. Limited License to Use Agency Materials. Agency hereby grants to PowerDetails a non-exclusive, non-transferable, limited, royalty-free license, without right to sub-license (except to its sub-processors, as required for the provision of the Services), to use the Agency Data, solely as necessary to perform the Services and as otherwise may be agreed in writing by Agency.

3.3. Reservation of Rights. No rights or licenses are granted except as expressly set forth herein. Without limiting the foregoing, subject to the limited rights expressly granted in this Section 3, all right, title and interest (including all related Intellectual Property Rights) in and to (a) the Services and the PowerDetails Technology is retained by PowerDetails, and (b) the Agency Data is retained by Agency.

3.4. Feedback. Agency grants PowerDetails a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services and the PowerDetails Technology any suggestion, enhancement request, recommendation, correction or other feedback provided by Agency or its Users relating to the Services or the PowerDetails Technology. This Section 3.4 shall survive the termination of this Agreement.

3.5. Federal Government Use. If the Services or the PowerDetails Technology are made available to a federal government end user, for ultimate federal government end use, technical data and software rights related to the Services include only those rights customarily provided to the public as specified in this Agreement.

4. Fees

4.1. Fees. Fees for management of the Services and Subscriptions shall be payable in the amounts and upon the terms specified in Exhibits A and B, the Statement of Work. Except as expressly provided in these Terms, the Fees are nonrefundable.

4.2. Suspension of Services. If any amount owed by an Extra-Duty Service Employer is more than 60 days overdue, PowerDetails may, without limiting its other rights and remedies, suspend the Services as it relates to that specific Extra-Duty Service Employer until such amounts are paid in full. Should an Extra-Duty Service Employer fail to remit payment of Services rendered, PowerDetails shall look exclusively to that entity for satisfaction of the debt.

4.3. Payment Disputes. PowerDetails will not exercise its rights under Section 4.2 or 4.3 so long as the business is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

5. Confidentiality

5.1. Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Agency's Confidential Information includes its Agency Data. PowerDetails Confidential Information includes the Services. The Confidential Information of each party includes the terms and conditions of this Agreement and all Service Orders (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, (d) was independently developed by the Receiving Party, or (e) is required under applicable law to be disclosed to or made available for inspection by the public.

5.2. Obligations. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein.

5.3. Exceptions. PowerDetails acknowledges that the Agency is subject to the Tennessee Open Records Act, which may require the Agency to disclose requested documents to members of the public or the media. Such documents may include, but are not limited to, this Agreement or any other materials provided by or on behalf of PowerDetails. The Agency's compliance with the Tennessee Open Records Act shall not be considered a breach of this Agreement. Should the Agency receive a public records request that involves any documents marked as confidential provided by PowerDetails, the Agency will provide PowerDetails with written notice within five (5) calendar days from receipt of the request. This notice is to provide the opportunity to PowerDetails to object to the disclosure and state the legal basis for its objection. Upon receiving PowerDetail's objection, the Agency will determine, at its sole discretion, whether the objection qualifies as an exemption under the Tennessee Open Records Act. If the Agency concludes that no exemption applies, it will disclose only the portion of Agency's information that is legally required.

5.4. Equitable Relief. The parties recognize and agree that there is no adequate remedy at law for breach of the provisions of the confidentiality obligations set forth in this Section 5, that such a breach would irreparably harm the Disclosing Party and that the Disclosing Party is entitled to seek equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.

6. Agency Data

6.1. Data Protection. PowerDetails will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Agency Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Agency Data by PowerDetails personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Agency expressly permits in writing. Agency acknowledges and agrees that it is commercially reasonable for PowerDetails to rely upon the security processes and measures utilized by the cloud infrastructure providers of PowerDetails.

6.2. Data Export, Retention and Destruction. To the degree permissible by applicable law, Agency may export or delete Agency Data from the Services at any time during the subscription term, using the existing features and functionality of the Services. Agency is solely responsible for its data retention obligations with respect to Agency Data. If and to the extent Agency cannot export or delete Agency Data stored on the systems of PowerDetails using the then existing features and functionality of the Services, PowerDetails will, upon Agency's written request, make the Agency Data available for export by Agency or destroy the Agency Data. Except as otherwise required by applicable law, PowerDetails will have no obligation to maintain or provide any Agency Data more than thirty (30) days after the end of the subscription term.

6.3. Anonymized Data. Unless otherwise specified in the applicable Sales Order, PowerDetails may use Agency's and its Users' usage history and statistics (collectively, "Statistical Data") for internal analytical purposes, including the improvement and enhancement of the Services and the other offerings of PowerDetails. PowerDetails may make information derived from its analysis of Statistical Data publicly available, provided that the information does not include any Statistical Data that has not been aggregated and anonymized. For the purposes of this Agreement, aggregated and anonymized Statistical Data means Statistical Data that (i) has been aggregated with other data, and (ii) does not contain information that identifies the Agency or its Users. For the sake of clarity, aggregated and anonymized data is not Confidential Information of the Agency. This Section 6.3 shall survive the termination of this Agreement.

7. Term; Termination

7.1. Term of Agreement. Subject to earlier termination as provided below, this Agreement begins on the Effective Date and continues until all subscriptions for Services have expired or have been terminated.

7.2. Termination for Breach. A party may terminate this Agreement or any Service Order (a) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (b) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

7.3. Subscription Term and Renewal. The term of each subscription for Services will be as specified in the applicable Service Order. Except as otherwise specified in a Service Order, subscriptions will automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. PowerDetails will provide Agency notice of any increase in pricing for the Services at least 60 days prior to the beginning of each applicable renewal term.

7.4. Termination for Lack of Appropriation. Should funding for the Services be discontinued for failure of Agency's legislative body to appropriate the funds for the Services, Agency shall have the right to terminate the Agreement upon providing written notice to PowerDetails to be effective on the last day of the then current fiscal year. PowerDetails shall be paid for all unpaid Services which are required to fulfill PowerDetail's obligations up to the effective date of the termination. Termination by Agency for lack of funding shall not in any way be considered a breach of this Agreement by Agency and no penalties shall be imposed on Agency under any circumstances.

7.5. Termination for Convenience. Agency may terminate this Agreement for any reason by providing PowerDetails sixty (60) days written notice.

7.6. Effect of Termination. Upon termination of this Agreement for any reason, Agency and its Users will cease all use of the Services and, except for the right of PowerDetails to receive accrued but unpaid fees and as provided in Section 11.2 (Survival), all rights and obligations of the parties hereunder will automatically cease. Notwithstanding the foregoing, termination will not affect or prejudice any right or remedy that a party possesses with respect to any breach of this Agreement occurring on or before the date of termination if this Agreement is terminated by the Agency in accordance with Section 7.2.

7.7. Suspension. PowerDetails may suspend Agency's or any User's right to access or use any portion of the Services if PowerDetails determines that Agency's or Users' use of the Services (i) poses a security risk to the Services, PowerDetails or any third party, (ii) may adversely impact the Services, or the networks or data of any other PowerDetails customer, business partner or service provider, (iii) does not comply with this Agreement or applicable law, or (iv) may subject PowerDetails or any third party to liability. PowerDetails will endeavor to provide as much notice as is reasonably practicable under the circumstances, and to reinstate the Services as soon as reasonably practicable following correction of the issue.

8. Representation and Warranties; Disclaimers

8.1. PowerDetails. PowerDetails represents and warrants that (a) it has the full power and authority to enter into this Agreement, to perform its obligations under this Agreement, and to grant the licenses and rights granted to Agency in this Agreement; (b) this Agreement is the legal, valid, and binding obligation of PowerDetails, enforceable against it in accordance with the terms hereof, except to the extent such enforceability may be limited by bankruptcy, reorganization, insolvency or similar laws of

general applicability governing the enforcement of the rights of creditors or by the general principles of equity (regardless of whether considered in a proceeding at law or in equity); (c) it will comply with all applicable laws relating to its performance and/or obligations under this Agreement; (d) this Agreement does not conflict with any other contract or obligation to which it is a party or by which it is bound, and (e) it will perform the Services in a timely, professional and workmanlike manner.

8.2. Agency. Agency represents and warrants that (a) it has the full power and authority to enter into this Agreement and to carry out its obligations under this Agreement; (b) this Agreement is the legal, valid, and binding obligation of Agency, enforceable against it in accordance with the terms hereof, except to the extent such enforceability may be limited by bankruptcy, reorganization, insolvency or similar laws of general applicability governing the enforcement of the rights of creditors or by the general principles of equity (regardless of whether considered in a proceeding at law or in equity); (c) this Agreement does not conflict with any other contract or obligation to which it is a party or by which it is bound; and (d) it will comply with all applicable laws relating to its performance and/or obligations under this Agreement.

8.3. Remedies. If the Services fail to conform to the warranty set forth in Section 8.1 and Agency provides written notice of the non-conformance to PowerDetails within the applicable subscription term then, as Agency's exclusive remedy and the sole obligation of PowerDetails, with respect to such failure, PowerDetails will correct the failure or, if PowerDetails is unable to correct the failure within 30 days of receipt of such written notice from Agency, Agency may terminate the applicable Service Order.

8.4. Disclaimer of Implied Warranties. THE WARRANTIES SET FORTH IN SECTION 8.1 AND 8.2 ARE LIMITED WARRANTIES AND ARE THE ONLY WARRANTIES MADE BY PowerDetails AND Agency, HEREUNDER, RESPECTIVELY. EACH OF PowerDetails AND Agency AND EXPRESSLY DISCLAIMS, AND THE OTHER PARTY HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING THE SERVICES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, UNINTERRUPTED ACCESS, INTEROPERABILITY OF THE SERVICES WITH ANY THIRD-PARTY SERVICE, THAT THE SERVICES ARE SECURE, OR THAT THE SERVICES WILL BE AVAILABLE CONSTANTLY AND IN AN UNINTERRUPTED MANNER AND ANY OTHER IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

9. Indemnification

9.1. By PowerDetails. PowerDetails will indemnify, defend and hold harmless Agency and its officers, directors and employees from and against claim, demand, suit or proceeding made or brought against Agency by a third party alleging that the Services infringe or misappropriate such third party's Intellectual Property Rights, provided PowerDetails is promptly notified of any and all such claims, demands, suits or proceedings and given reasonable assistance and the opportunity to assume sole control over defense and settlement. The foregoing obligations do not apply with respect to any infringement resulting from the modification of the Services by Agency or combination of the Services with software, hardware, data, or processes not provided by PowerDetails.

9.2. By Agency. To the extent permitted by applicable law, Agency will indemnify, defend and hold harmless PowerDetails and its officers, directors and employees from and against claim, demand, suit or proceeding made or brought against PowerDetails by a third party (a) alleging that any Agency Data infringes or misappropriates such third party's Intellectual Property Rights or (b) respecting any Payments Services activity initiated or authorized by Agency; provided Agency is promptly notified of any and all such claims, demands, suits or proceedings and given reasonable assistance and the opportunity to assume sole control over defense and settlement provided that PowerDetails may not agree to any settlement that imposes any liability or obligation on Agency without Agency's prior written consent.

9.3. **Mitigation.** If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by PowerDetails to be infringing, PowerDetails may, at its option and expense (a) replace or modify the Services to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Agency a license to continue using the Services, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement.

10. Limitation of Liability.

10.1. **EXCLUSION OF CERTAIN CLAIMS.** TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, COST OF COVER, PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING OUT OF THIS AGREEMENT, INCLUDING LOSS OF BUSINESS, REVENUE OR ANTICIPATED PROFITS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2. **LIMITATION OF LIABILITY.** IN NO EVENT WILL THE AGGREGATE LIABILITY OF POWERDETAILS UNDER THIS AGREEMENT EXCEED THE SUM OF ALL AMOUNTS ACTUALLY PAID UNDER THE RELEVANT SERVICE ORDER TO POWERDETAILS BY CUSTOMER IN THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE EVENT INITIALLY GIVING RISE TO SUCH LIABILITY.

10.3. **Exceptions.** Sections 10.1 and 10.2 do not apply to the indemnity obligations set forth in Section 9. Section 10.2 does not apply to liability for a breach of Section 6 (Data Protection) by PowerDetails or liability attributable to the willful misconduct or gross negligence of PowerDetails.

11. General Provisions

11.1. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous written, electronic or oral communications, representations, agreements or understandings between the parties with respect thereto. This Agreement may not be modified or amended except by a written instrument executed by both parties. Any additional, supplementary or conflicting terms supplied by either party (whether in hard copy or electronic form), including those contained or referenced in any invoice, purchase order or policies, are expressly rejected by each party. In the event of any conflict between the provisions of this Agreement and any Service Order, the provisions of this Agreement will prevail.

11.2. **No Waiver.** Neither any failure nor any delay by any party in exercising any right, power or privilege under this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. A party may waive a breach of this Agreement by the other party only by a writing executed by the party or parties against whom the waiver is sought to be enforced. A waiver once given is not to be construed as a waiver with respect to any future occasion.

11.3. **Assignment.** This Agreement is not assignable, transferable or sublicensable by Agency except with prior written consent of PowerDetails. Subject to the foregoing, this Agreement and any rights, interests or benefits will be fully binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns. Any attempted assignment in violation of the provisions of this Section 11.3 will be void.

11.4. **Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect.

Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

11.5. Relationship of Parties. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other in any respect whatsoever.

11.6. Publicity. Unless otherwise provided in the applicable Service Order, PowerDetails may identify Agency as one of its customers and use Agency's logo for such purposes, subject to any trademark usage requirements specified by Agency.

11.7. No Third Party Beneficiaries. This Agreement is made for the benefit of PowerDetails and Agency and not for the benefit of any other third parties.

11.8. Governing Law; Venue; Litigation Costs. This Agreement will be governed by the laws of the State of Tennessee without regard to conflicts-of-laws principles. Any legal proceeding arising out of or relating to this Agreement may be brought in the state or federal courts situated in Williamson County, Tennessee and each of the parties irrevocably submits to the exclusive jurisdiction of each such court in any such proceeding and waives any objection it may now or hereafter have to venue or to convenience of forum.

11.9. Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given (a) when received, if personally delivered; (b) when receipt is electronically confirmed, if transmitted by facsimile or e-mail; (c) the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and (d) upon receipt, if sent by certified or registered mail, return receipt requested. All notices will be given using the contact information with respect to each party set forth in the applicable Service Order or such other contact information as may be designated by a party by giving written notice to the other party pursuant to this Section 11.9.

11.10. Force Majeure. Neither party will be liable for failure to perform its obligations hereunder, except the obligation to make payment, to the extent that such failure is the result of strikes, riots, fires, explosions, acts of God, war, governmental action, labor conditions, or any other cause beyond the reasonable control of such party. If such failure continues for a period of more than 30 days, either party may terminate each affected Service Order without liability.

11.11. Electronic Signatures; Counterparts. Signatures and other express indications of agreement sent by electronic means (facsimile or scanned and sent via e-mail or signed by electronic signature service where legally permitted) will be deemed original signatures. This Agreement may be signed in multiple counterparts, each of which will be deemed an original and which will together constitute one agreement.

11.12. Survival. All provisions of this Agreement which by their nature should survive termination will survive termination, including, without limitation, provisions respecting accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability.

11.13. Insurance. PowerDetails shall maintain, or shall obtain the agreement of the Extra-Duty Services Employer to maintain, General Liability insurance with coverage limits of at least One Million Dollars per occurrence and a minimum of Two Million Dollars in general aggregate, in a form satisfactory to the Williamson County Director of Insurance and Risk Management. PowerDetails shall include, or shall obtain the agreement of the Extra-Duty Service Employer to include, Williamson County, Tennessee

government as an additional insured on the certificate for general liability and shall maintain and provide a copy of the certificate to Agency upon request.

11.14 Iran Divestment Act. PowerDetails certifies under penalty of perjury that to the best of its knowledge and belief, PowerDetails is not on the list created pursuant to Tenn. Code Ann. § 12-12-106 that includes those entities doing business with Iran.

IN WITNESS WHEREOF, the parties hereby execute this Agreement to be effective on the date on which both parties have signed it.

POWERDETAILS, LLC

By: _____
Title: _____
Date: _____

AGENCY
WILLIAMSON COUNTY

By: _____
Title: _____
Date: _____

EXHIBIT A

STATEMENT OF WORK

Through our **Managed Services** offering, our team will oversee the following aspects of extra-duty job scheduling and fulfillment on your behalf:

Extra-Duty job scheduling and fulfillment

- Job creation and configuration based on agency policies
- Advertising open jobs to eligible Deputies
- Receiving and processing job requests, applying policy-driven job awards
- Enforcing agency rules
- Coordinating job changes or cancellations
- Providing ongoing support to both Deputies and businesses

Managing billing, invoicing and collections

- Time tracking via Deputy-submitted timesheets or GPS-verified time clocks
- Compiling completed details into invoices and sending same to businesses
- Payment collection from businesses
- Note: Agency will determine hourly pay rates for Deputies, as well as any fees related to equipment or vehicles

Payment to Deputies

PowerDetails will submit payment to Williamson County Government's finance department on or before the 10th day of each month following the month in which services were provided. Deputies will be paid by Williamson County Government in accordance with the requirements of 29 C.F.R. 553.227 for special detail secondary employment.

Service and support

- Deputies and administrators will access the platform via mobile app and web.
- Answering all calls from deputies, businesses or command staff in relation to extra-duty jobs.
 - Standard Support available 8am - 5pm (EST) via phone, email and chat.
 - Level 1 Support / After Hours Service - Available 24x7. After Hours Support is for password resets, locked accounts and job changes or cancellations within the next 24 hours.

Business Self-Service Portal. Businesses will have access to an intuitive online portal to request deputies, manage schedules, run reports, and pay securely via credit card, ACH, or mailed check.

Compliance with WCSO policies and hourly cap: Extra Duty details will be scheduled in a manner consistent with WCSO rules and policies. PowerDetails will communicate as needed with WCSO personnel to ensure that a deputy will not be scheduled to work extra duty details at a time when the deputy is scheduled to be on-duty for WCSO, and will make best efforts to ensure, based on schedules provided, that no deputy works more than a total of 16 hours in any 24 hour period between regular and extra-duty employment. Further, PowerDetails will communicate as needed to ensure that no deputy works more than 24 hours of extra duty work within any 7 day pay period.

Power Details Fees

This proposal reflects the Managed Services pricing structure as requested by Williamson County Sheriff's Office. Whether costs are agency-funded or passed through to participating businesses, our approach remains transparent, scalable, and built for long-term sustainability. The pricing table below outlines the applicable fees.

Managed Services Fee(s)
✓ 6.0% Management Fee
✓ 1.0% Payment Assurance
✓ 0.00% ACH & Check Fee
✓ 2.99% Credit Card Fee

We do not charge processing fees for payments made via ACH, Check or Money Order. Businesses are encouraged to pay via ACH and on-screen they see a calculation of the savings. Paper checks are discouraged but allowed when payable to PowerDetails LLC.

EXHIBIT B

OFF-DUTY SERVICES EMPLOYER ACKNOWLEDGMENT

A. NOTICE TO EMPLOYERS

Off-duty officers are subject to Williamson County Sheriff's Office policies. An off-duty services employer has no authority over exercise of law enforcement duties and is restricted to providing only a general assignment of duties to be performed by the deputy.

Deputies must confine their duties to those of a law enforcement nature; deputies cannot enforce the rules and regulations of the employer that are not otherwise a violation of law.

Deputies will not regulate entry into a facility or venue; officers will not check identification and/or entry tickets, operate metal detectors or perform searches of people coming into a business or event, question persons about the validity of their presence within a business or venue, or ask persons to leave a business or venue without an employee being present that has already asked the person to leave.

Deputies will not make ANY record check of any individual unless that record check is designed to uncover a violation of law.

Deputies will not initiate or otherwise authorize the towing of any vehicle from private property unless that vehicle is perceived to be more likely than not stolen.

B. RATE SCHEDULE

Rank	Off-Duty Minimum Pay Rate*
Deputy	\$60/hour
Vehicle and Administrative Fee	\$10/hour
PowerDetails Fee	7%

C. COMPENSATION

All off-duty deputy services will be scheduled and paid through the online PowerDetails platform. PowerDetails will bill the off-duty services employer and will disburse funds to Williamson County's payroll department, which will compensate deputies directly through its regular payroll system and assume responsibility for all payroll tax withholdings, pursuant to the special detail provisions of 29 CFR 553.227.

Any invoiced amount that is not received by PowerDetails when due will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower.

D. MARKED VEHICLE

Deputies are assigned marked and unmarked sheriff vehicles. Employers may request that the deputy bring a marked sheriff vehicle for the job. If a marked vehicle is requested to be present and visible, it will take priority over unmarked vehicles however, it cannot be guaranteed.

E. STAFFING REQUIREMENTS

There will be a four (4) hour minimum for any off-duty services assignment, even if the assignment is less than four (4) hours. Additional supervisors may be required for certain large jobs.

F. CANCELLATION PROCEDURES

Cancellations by the off-duty services employer must be made at least 24 hours before the assignment begins. If PowerDetails receives less than 24 hour notice from the employer, and is unable to contact the deputies working the job, the off-duty services employer will be required to pay the deputies assigned to the job for four (4) hours of pay at the minimum rate.

G. FILLING ASSIGNMENTS

Off-duty services employment is voluntary and done on a deputy's time off from the department. Therefore, it can never be guaranteed that an off-duty assignment will be filled. The employer may request a particular deputy or deputies for a job; however, whether these deputies actually are employed at this job depends on availability and willingness to accept the assignment. When an off-duty services employer asks to hire a WCSO deputy, it is understood that ANY deputy may in fact work the job.

H. DEPUTY NOT REPORTING FOR OFF-DUTY JOB

If a deputy is scheduled to work and did not report, the employer should notify PowerDetails at 615-000-0000 (exact number to be assigned during implementation) and/or email at offduty@powerdetails.com.

I. INSURANCE

The off-duty employer shall maintain General Liability insurance with coverage limits of at least One Million Dollars per occurrence and a minimum of Two Million Dollars in general aggregate, in a form satisfactory to the Williamson County Director of Insurance and Risk Management, and shall upload with this application a certificate of insurance evidencing such coverage with Williamson County, Tennessee government as an additional insured on the certificate for general liability coverage.

RESOLUTION DECLARING CERTAIN COUNTY OWNED WEAPONS SURPLUS

WHEREAS, pursuant to *Tennessee Code Annotated § 5-14-108*, county owned real and personal property must first be declared as surplus by the local legislative body before it can be disposed; and

WHEREAS, the Williamson County Sheriff's Office currently has weapons that it no longer uses; and

WHEREAS, the maintenance and upkeep of the old weapons have become cost prohibitive when compared to the purchase of new weapons; and

WHEREAS, should the Board of Commissioners declare the weapons surplus, it is the intent of the Williamson County Sheriff's Office to seek bids for the highest return against the purchase of new weapons; and

WHEREAS, the Williamson County Board of Commissioners finds it to be in the best interest of Williamson County to declare the weapons listed on Attachment A, surplus to be disposed of by acceptance of bids from Class 3 Law Enforcement Weapons Dealers:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners meeting on this the 12th day of January, 2026, declares the weapons listed on Attachment A as surplus to be bid out to Class 3 Law Enforcement Weapons Dealers for the highest trade-in return against the purchase of new weapons and related equipment or any combination thereof in accordance with the Williamson County Purchasing Policy and Procedures.


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Public Safety/Law Enforcement Committee: For 3 Against 0

Budget Committee: For 4 Against 0

Commission Action Taken: For Against Pass Out

Jeff Whidby, County Clerk

Brian Beathard - Commission Chairman

Rogers C. Anderson, Williamson County Mayor

Date

Attachment A

Resolution Declaring Certain County Owned Weapons Surplus

1. Noveske Rifleworks N-4 Serial# E03230
2. Noveske Rifleworks N-4 Serial# E03364

Resolution No. 1-26-24
Requested by: Sheriff's Office

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO AN EQUIPMENT RENTAL AGREEMENT WITH DIVERSE COMPUTING, INC.

WHEREAS, Williamson County is a Tennessee governmental entity which is authorized to execute lease agreements for personal property pursuant to *Tennessee Code Annotated, Section 7-51-904* upon approval of its legislative body; and

WHEREAS, the Williamson County Sheriff's Office is need of a computer and related maintenance services; and

WHEREAS, Diverse Computing, Inc. ("DCI") has agreed to lease a Cisco Firepower 1010 to Williamson County as further described in the Equipment Rental Agreement; and

WHEREAS, as a condition to agree to the Equipment Rental Agreement, DCI has agreed to execute and fully comply with the Rider which shall supersede any conflicting terms provided in the Equipment Rental Agreement; 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 the Equipment Rental Agreement with DCI to lease a Cisco Firepower 1010 and provide related maintenance services:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 12th day of January, 2026, hereby authorizes the Williamson County Mayor to execute the Equipment Rental Agreement and all other documentation needed to lease a Cisco Firepower 1010 from Diverse Computing, Inc. along with related maintenance services.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enforcement/Public Safety:	For <u>3</u> Against <u>0</u>
Budget Committee:	For <u>4</u> Against <u>0</u>
Commission Action Taken:	For _____ Against _____ Pass _____ Out _____

Jeff Whidby, County Clerk

Brian Beathard, Chairman

Rogers Anderson, Williamson County Mayor

Date

FORM RIDER AND CERTIFICATIONS
ADDITIONAL WILLIAMSON COUNTY, TENNESSEE GOVERNMENT TERMS AND CONDITIONS

THIS RIDER ("Rider") is made by and between WILLIAMSON COUNTY, TENNESSEE, a county governmental entity of the State of Tennessee located at 1320 West Main St., Franklin, TN 37064, on behalf of the Williamson County Sheriff's Office ("Lessee"), and DIVERSE COMPUTING, INC., and its affiliates and subsidiaries ("Lessor"), for the purpose of incorporating the additional terms and conditions contained herein to the Equipment Rental Agreement and related documents (referenced as "Rental Agreement") as evidenced by the undersigned. In the event of any conflict between the terms and conditions of this Rider and the Rental Agreement or any other document provided by or on behalf of Lessor, this Rider shall take precedence and supersede without exception.

NOW, THEREFORE, NOTWITHSTANDING ANY TERMS, CLAUSE, OBLIGATION OR CONDITIONS provided in the Rental Agreement to the contrary, and for good and valuable consideration, Lessor and Lessee agree as follows:

1. Neither Lessee nor Lessor shall 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.
2. Lessor 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 or other applicable laws is considered a material breach of the Rental Agreement and may lead to civil penalties and debarment or suspension from being a contractor or subcontractor under contracts with Lessee.
3. Lessee is prohibited from entering into any contract with a party who is ineligible under the Iran Divestment Act. Lessor certifies under penalty of perjury that to the best of its knowledge and belief, Lessor is not on the list created pursuant to Tenn. Code Ann. § 12-12-106 that includes those entities doing business with Iran.
4. Should funding for the Equipment and/or services provided under the Rental Agreement be discontinued for failure of Lessee's legislative body to appropriate the funds, Lessee shall have the right to terminate the Rental Agreement upon providing written notice to Lessor to be effective on the last day of the then current fiscal year. Termination by Lessee for lack of funding shall not in any way be considered a breach of the Rental Agreement by Lessee and no penalties, charges, or other subsequent charges shall be assessed against Lessee.
5. Lessor understands that Lessee is subject to the Tennessee Open Records Act. This may require Lessee to provide requested documents to members of the public or press including, but not limited to, a copy of the Rental Agreement or any other document provided by or on behalf of Lessor. Compliance by Lessee with the Open Records Act shall not be a breach of the Rental Agreement. Should Lessee receive a public records request that includes the provision of any document provided by Lessor that is marked confidential information of Lessor, Lessee shall give Lessor five (5) calendar days written notice to object to the provision of the documents or information, including the basis for the objection. Upon receipt of Lessor's written objection, Lessee shall determine, in its sole discretion, whether the objection provides an exception to the Tennessee Open Records Act. If Lessee determines that there is no exception to the Tennessee Open Records Act, Lessee will furnish only that portion of Lessor's information that is legally required.
6. Each party shall be responsible for its own actions and the actions of its employees, contractors, subcontractors, and agents, conducted pursuant to the Agreement. Lessee shall not be liable for claims against it unless liability is imposed under the Tennessee Governmental Tort Liability Act. Each party shall remain

responsible for its own attorney fees, court costs, and all other costs for any legal action that may arise unless so ordered by a court of law.

7. The validity, construction, and effect of the Rental Agreement and any and all extensions and/or modifications thereof shall be exclusively governed by the laws of the state of Tennessee regardless of any choice of law claims. The parties agree that Florida Statute § 682 does not apply to Lessee or the Rental Agreement. Any action between the parties arising from or related in any manner to the Rental Agreement shall be maintained exclusively in the state courts of Williamson County, Tennessee or Federal Court sitting in Davidson County, Tennessee.

8. Any language which limits Lessee's legal remedies or recourse against Lessor contained in the Rental Agreement is deleted. Lessee does not agree to any language which would subject Lessee to liquidated damages that exceed the amount budgeted for the Rental Agreement or any other amount that is not specifically earned by Lessor.

9. Lessee is an arm of the Tennessee government that is prohibited in its capacity to agree to indemnify or hold harmless Lessor or any other person, party, or entity. Any terms or conditions contained in the Rental Agreement that require Lessee to indemnify or hold harmless Lessor or any other person, party, or entity is effective only to the degree permissible by applicable law.

10. The Lessee Representations and Warranties provided in Section 3.13 of the Rental Agreement is deleted in its entirety and replaced with the following representations and warranties: (1) Lessee is a governmental entity created by action of the Tennessee General Assembly; (2) is in good standing with the laws of the State of Tennessee and has received the required approval from its legislative body; and (3) No further consent or approval or other authorization in connection with execution, delivery, or performance by Lessee as set forth in the Rental Agreement.

11. Title and risk of loss for the Equipment shall remain with Lessor until the Equipment has been received and formally accepted by Lessee. Acceptance is contingent upon Lessee's opportunity to inspect the items. Lessee must notify Lessor of acceptance or rejection within seven (7) business days of receipt or the Equipment will be considered accepted by Lessee. Should Lessee reject the Equipment within this timeframe, Lessor shall bear the costs of its return shipment.

12. All Lessee's obligations contained in the Rental Agreement are satisfied by maintaining its self-insured policy. Under no circumstances shall Lessee be required to include Lessor as an additional insured on any insurance policy or extend any coverage to include Lessor.

13. Lessor shall, at its costs, provide insurance in the manner and at the rates as defined by the Williamson County Risk Manager with the minimum levels of coverage in the amount of \$1,000,000 for general liability, \$2,000,000 for aggregate, and \$5,000.00 in medical expenses per individual. Compliance with Lessee's insurance requirements are an essential part of the Rental Agreement.

14. Lessor shall be in default under the Rental Agreement if any of the following occurs: (1) Lessor fails to fulfill, in a timely and proper manner, its obligations under the Rental Agreement or if Lessor should violate any of the terms of the Rental Agreement and Lessor fails to correct the default within ten (10) workdays; (2) if Lessor, or any successor or assignee of Lessor, shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act or shall make assignment for the benefit of creditors or if involuntary proceedings under any bankruptcy laws or insolvency act shall be instituted against Lessor, or if a receiver or trustee shall be appointed for all or substantially all of the property of Lessor, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within sixty (60) calendar days after the institution or appointment; or (3) Lessor fails to comply with any federal, state, or local laws. Lessee, without limiting any of its legal remedies against Lessor for default of the Rental Agreement, may terminate the Rental Agreement by providing written notice to Lessor effective on receipt of the termination notice.

15. Lessee shall not be responsible for any governmental fees, property taxes, use taxes, or sales taxes imposed on the Equipment and services provided by or on behalf of Lessor. Furthermore, Lessor understands

that it cannot claim exemption from taxes by virtue of any exemption that is provided to Lessee. Any requirement that Lessee pay any fees and taxes included in the Rental Agreement is deleted and null and void.

16. To the fullest extent permissible by applicable law, Lessor shall indemnify and hold harmless Lessee, its officers, agents, and employees from any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Lessor, its officers, employees, and/or agents, including its sub or independent contractors, in connection with the performance of any of the services or the performance of any other obligations provided in the Rental Agreement.

17. The representative signing this Rider below on behalf of each party represents and warrants it has the full power and authority to agree to all terms and obligations contained in this Rider and that the signatory signing this Rider has been duly authorized to do so on behalf of their respective party.

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

WILLIAMSON COUNTY, TENNESSEE:

Rogers Anderson, Williamson County Mayor

DIVERSE COMPUTING, INC.:

Signature

Phoebe Reilly, Budget Director

Print Name/Title

Leslie Mitchell, Purchasing Director

Jeff Hughes, Williamson County Sheriff

Jim Ruhl, Risk Manager


Williamson County Attorney

WC\Agts\Sheriff's Dept\Divsere Computing, Inc\2025.12.03 Rider-DCI K25-736.docx

EQUIPMENT RENTAL AGREEMENT

THIS EQUIPMENT RENTAL AGREEMENT ("Agreement") is made as of the Effective Date by and between Diverse Computing, Inc. ("Lessor"), a Florida corporation with offices located at 3717 Apalachee Pkwy., Suite 102, Tallahassee, FL and WILLIAMSON COUNTY SHERIFF'S OFFICE ("Lessee") with offices located at the address specified on the signature page of this Agreement.

WITNESSETH

WHEREAS, Lessor owns certain computer and network appliances ("Equipment") located in Tennessee; and

WHEREAS, Lessee has a computer network and desires to rent the Equipment from Lessor; and

WHEREAS, Lessor is willing to rent the Equipment subject to the terms and conditions set forth below.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the covenants and agreements herein contained, Lessee and Lessor hereby agree as follows:

ARTICLE I: RECITALS AND DEFINITIONS

Section 1.01 -- Recitals: The above recitals and identification of parties are true and correct.

Section 1.02 -- Definitions: The following definitions shall apply:

- (1) Agreement Term: The term "Agreement Term" shall mean a one (1) year period of time starting on the Effective Date and renewing for one (1) year periods of time upon payment of the applicable Current Standard Rental Fee, unless earlier terminated or canceled, as provided hereunder.
- (2) Authorized Facility: The term "Authorized Facility" shall mean the facilities of Lessee, which are located in Tennessee and owned, leased or controlled by Lessee as identified in Exhibit A, attached hereto and by this reference incorporated herein.
- (3) Current Standard Rental Fee: The term "Current Standard Rental Fee" shall mean that certain current standard rental fee amount for the Equipment charged by DCI to DCI's regular customer base during the relevant Agreement Term, as applicable for use of the Equipment.
- (4) Defect: The term "Defect" shall mean Equipment programming or hardware errors which substantially impair the performance, utility and functionality of the Equipment as represented in the Documentation and/or Supplement.

- (5) Defect Notice: The term "Defect Notice" shall mean that certain written notice from Lessee to DCI identifying Defects.
- (6) Documentation: The term "Documentation" shall mean those certain user's guides provided to Lessee by DCI describing all or part of the utilities and functions of the Equipment, including any and all updates and modifications as provided by DCI to Licensee.
- (7) Effective Date: The term "Effective Date" shall mean July 1, 2025.
- (8) Equipment: The term "Equipment" shall mean those certain computer and networking appliances identified as Equipment as set forth in Exhibit A.
- (9) Maintenance Services: The term "Maintenance Services" shall mean those certain services as set forth under Article IV of this Agreement.
- (10) Rental Fee: The term "Rental Fee" shall mean those certain fees charged by DCI to Lessee for the Equipment and Maintenance Services for the applicable Agreement Term pursuant to Exhibit B.
- (11) Stipulated Loss Value: The term "Stipulated Loss Value" shall mean the dollar amount for the Equipment as set forth in Exhibit A.
- (12) Supplement: The term "Supplement" shall mean modifications or updates to the Documentation as provided by DCI to Lessee.
- (13) Update: The term "Update" shall mean the modifications to the Equipment firmware, hardware or other software that have been publicly released to DCI customers without charge under standard equipment rental agreements to resolve Defects. The term "Updates" does not include new versions or upgrades of the Equipment for which DCI generally charges an additional fee or any new modules or products DCI releases that are commercially sold separately.

ARTICLE II - RENTAL PAYMENT TERMS

Section 2.01 -- Rent: Lessor hereby rents to Lessee, and Lessee hereby rents from Lessor, the Equipment.

Section 2.02 -- Lessee shall pay the Rental Fee to Lessor, without offset or deduction of any kind, by the first day of the Agreement Term and, in the event of renewal, before each successive anniversary of the Agreement Term.

If Lessee fails to pay the Rental Fee within the first day of the Agreement Term or, in the event of renewal, Lessee fails to pay the Rental Fee prior to each successive anniversary of

the Agreement Term, Lessee shall pay to Lessor interest on such Rental Fee(s) at the highest rate permitted by law from the first day of the Agreement Term until paid. Lessee agrees that its obligation to pay all Current Standard Rental Fee and other amounts payable hereunder and to perform its duties with respect hereto shall be absolute and unconditional under any and all circumstances, including, without limitation, the following:

- (1) any setoff, counterclaim, recoupment, defense, or other right which Lessee may have against Lessor, or anyone else for any reason whatsoever;
- (2) any defect in the condition, design, title, operation, or fitness for use, or any damage to, destruction of or loss of the Equipment;
- (3) any insolvency, bankruptcy, reorganization or similar proceedings by or against Lessee; or
- (4) any other event or circumstances whatsoever, whether or not similar to any of the foregoing. Each Current Standard Rental Fee or other payment made by Lessee hereunder shall be final and Lessee shall not seek to recover all or any part of such Current Standard Rental Fee from Lessor for any reason whatsoever, except as otherwise provided herein.

Section 2.03 -- Taxes: Lessor and Lessee intend the rental payments hereunder to be net to Lessor. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances and shall pay when due (and upon request of Lessor furnish Lessor with copies of all returns so filed) all those license fees, registration fees, assessments, charges and taxes (municipal, state and federal) which may now or hereafter be imposed upon the leasing, renting, possession or use of the Equipment, including all sales taxes (if such sales taxes are applicable to the leasing or renting of the Equipment), use, and property taxes which may now or hereafter be imposed upon the purchase or sale of the Equipment.

Section 2.04 -- Investment Tax Credit: Any Investment Tax Credit which may be available or which may become available as to the Equipment under the United States Federal Income Tax Laws shall be claimed by the Lessor or its assigns. Lessee shall not interfere with the acquisition and maintenance of any available Investment Tax Credits or take any action which would result in the loss, disallowance or unavailability of such Investment Tax Credits, and Lessee shall cooperate with Lessor in all respects relating thereto.

ARTICLE III - EQUIPMENT

Section 3.01 -- Selection and Acceptance: Lessee hereby represents and warrants that the Equipment is suitable for the purposes of Lessee. Lessee shall be deemed to have accepted the Equipment as of the first day of the Agreement Term.

Section 3.02 -- Cooperation/Facilities: Lessee hereby

acknowledges that successful performance of DCI's obligations under this Agreement shall require Lessee to cooperate with DCI in good faith and to provide information as may be requested by DCI from time to time. Lessee hereby agrees to provide such good faith cooperation and information. Lessee shall also cooperate with DCI by granting DCI reasonable access, consistent with Lessee security procedures, including remote access, to the Equipment and by providing data and information reasonably required by DCI. Unless otherwise required (as determined exclusively by DCI), the Maintenance Services shall be performed at the office facilities of DCI.

Section 3.02 -- Delivery and Installation: Lessor shall be responsible for the shipping costs and remote setup of the Equipment. The Equipment shall be deemed delivered as of the first day of the Agreement Term.

Section 3.03 -- Warranty: DCI warrants that the Equipment shall, during the Agreement Term, be free of Defects. In the event that the Equipment is defective, Lessee shall provide DCI with Defect Notice sufficient to permit DCI to recreate the Defect. DCI shall use reasonable efforts to cure said Defect within a reasonable period of time or to replace Lessee's Equipment with other Equipment in DCI's sole discretion. If DCI is unable to make the Equipment free of Defects, Lessee shall be entitled to recover the Rental Fee paid to DCI for the Equipment and Lessee shall cease using the Equipment. These shall be Lessee's sole and exclusive remedies. This warranty shall not apply if: (1) the Equipment was not used in accordance with the Documentation and/or Supplements as applicable; (2) the Equipment was altered, modified, or converted by Lessee; (3) Lessee's computer(s) malfunctioned and the malfunction caused the Defect; (4) accessories, attachment(s), or other products not furnished or acknowledged as acceptable by DCI were used in combination with the Equipment; (5) the Equipment or computer equipment is subjected to misuse or alteration, is improperly installed, improperly maintained or improperly operated (installation, maintenance, or operation not in accordance with the Documentation and/or Supplements as applicable shall be conclusively presumed to be improper); (6) the Equipment or computer equipment are damaged or fail to operate properly due to causes other than ordinary use; (7) the Equipment or computer equipment have been altered by anyone other than DCI; (8) Lessee has not provided or maintained a proper environment with all facilities and equipment prescribed in the Documentation or otherwise prescribed by DCI; (9) Lessee has used supplies or materials in connection with the Equipment not meeting the standards set forth in the Documentation or otherwise communicated by DCI to Lessee; (10) the Equipment has been serviced or repaired by a party not approved in writing by DCI; or (11) any other cause within the control of Lessee caused the Defect or malfunction. Notwithstanding the foregoing, however, where a loss of data is caused by a confirmed failure of the Equipment, DCI agrees to provide reasonable assistance to Lessee in the recovery of data for the period from the latest Lessee backup of the data until the failure, such period not to exceed twenty-four (24) hours. The foregoing states DCI's sole responsibility to Lessee with respect to data loss.

Section 3.04 -- No Damages: Lessor shall not be liable for any claim, loss, or damage or expense of any kind caused by the Equipment. Lessee understands and agrees that neither the manufacturer or supplier of the Equipment, nor any of their salesmen or other agents, is an agent of Lessor or is authorized to waive or alter any provision of this Agreement. No representation by the equipment manufacturer or supplier as to any item of Equipment or any other matter shall in any way affect Lessee's duty to pay the Rental Fee and perform its other obligations as set forth in this Agreement. Lessee hereby acknowledges that it has received, read, and had an opportunity to consult with legal counsel regarding this Agreement.

Section 3.05 -- Use: Lessee will cause the Equipment to be operated in a careful and proper manner, in accordance with the instructions or manuals of the equipment manufacturer or supplier (as applicable), by competent and duly qualified personnel only and in compliance with all laws and regulations in any way relating to the possession, use or maintenance of the Equipment. If at any time during the term hereof Lessor supplies Lessee with labels, plates or other markings identifying the owner of, or any person holding a security interest in the Equipment, Lessee shall affix and keep the same upon a prominent place on the Equipment.

Section 3.06 -- Maintenance: Lessee shall maintain the Equipment in good repair, condition and working order, subject to normal wear and tear. Lessee shall ensure all Equipment is plugged into an appropriately sized Uninterruptable Power Supply unit.

Section 3.07 -- Surrender: Upon the expiration or termination of this Agreement, Lessee shall, unless Lessee shall have paid in cash the Stipulated Loss Value resulting from the occurrence of one of the events identified in Section 5.02 (as defined under Article V), return such Equipment to Lessor in good repair, condition and working order, ordinary wear and tear excepted at the address specified on the signature page of this Agreement. Lessee shall be responsible for all costs associated with shipping the Equipment.

Section 3.08 -- Personal Property: The Equipment shall at all times be and remain personal property, notwithstanding that the Equipment or any part thereof may become, in any manner, affixed or attached to, or imbedded in, or permanently resting upon, real property or any building thereon, or attached in any manner to what is permanent. Lessee agrees that, unless Lessee owns the premises in which the Equipment is to be located and said premises are not subject to any mortgage or lease, Lessee shall cooperate with Lessor to obtain a waiver from each lessor or mortgagor of the premises in which the Equipment is to be located of any rights which such lessor or mortgagor may have in respect of such item (including, but not limited to, claims against such item by reason of accession, distain or that such item constitutes a fixture affixed to real property) and to procure for Lessor, in form acceptable to Lessor, such documents as Lessor may reasonably request.

Section 3.09 -- Defend Title: Lessee shall protect and defend the Equipment against all persons claiming against or through Lessee, at all times keep the Equipment free and clear from any legal process or other encumbrance arising by or through Lessee, give Lessor immediate written notice thereof and indemnify Lessor from any loss caused thereby. Lessee shall not move the Equipment outside the Facility as set forth in Exhibit A without the prior written consent of Lessor.

Section 3.10 -- Indemnification: Lessee hereby assumes liability for and hereby agrees to indemnify, protect, save and keep harmless the Lessor its assignees, successors or transferees, and their respective employees, officers and/or agents (herein "Indemnified Persons"), from and against any and all liabilities, damages, penalties, claims, suits, costs, and expenses and disbursements, including legal expenses of any kind and nature imposed on, incurred by, or asserted against the Indemnified Persons arising out of the leasing, ownership, use, operation and transportation of the Equipment during this Agreement and any other matter connected therewith, including but not limited to, latent and other defects whether or not discoverable by Lessor or Lessee, as well as any claim for patent, trademark or copy-write infringement. All indemnities contained in any section of this Agreement, including this Section 3.10, shall continue in full force and effect notwithstanding the expiration or other termination of this Agreement and are expressly made for the benefit of, and shall be enforceable by any and all of the Indemnified Persons.

Section 3.11 -- Lessee Right of Purchase: During the Agreement Term (and all renewals thereof hereunder), Lessee shall have the right of first refusal to purchase the equipment listed in Exhibit A (which includes, but is not limited to, the Equipment) at the price offered by any bona fide purchaser of such equipment. Such right of first refusal must be exercised by Lessee in writing within three (3) calendar days of being advised by Lessor that Lessor has received a valid offer to purchase said equipment.

Section 3.12 -- Lessor Right to Sell: Notwithstanding any provision to the contrary herein, if Lessor sells the Equipment, Lessor shall have the right to terminate this Agreement without any further obligation to Lessee hereunder, except that if Lessor sells the Equipment as provided hereunder and Lessee is deprived of the use of the Equipment during the then current Agreement Term, Lessor shall reimburse Lessee at a rate of the Rental Fee divided by 365 per day for each day of the then current Agreement Term which Lessee is deprived of use of the Equipment because the Equipment has been sold by Lessor.

Section 3.13 -- Lessee Representations and Warranties: Lessee hereby represents and warrants as follows:

- (a) Lessee is a corporation duly organized and existing under the laws of the State of Tennessee and is in good standing under the laws of the State of Tennessee and no proceedings for the liquidation or dissolution of Lessee are pending or contemplated;

- (b) There is no action, suit or proceeding pending or threatened against or affecting Lessee before or by any court, administrative agency or other governmental authority which in any way will impair Lessee's ability to perform all of its obligations under, or which otherwise brings into question the validity of the transactions contemplated by this Agreement;
- (c) Lessee's execution, delivery, and performance of this Agreement have been duly authorized by all appropriate corporate action on the part of Lessee and the Agreement constitutes valid and binding obligations of Lessee and is enforceable against Lessee in accordance with the terms thereof, except as the same may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws or equitable principles of general application relating to or affecting creditors' rights generally;
- (d) Neither the execution and delivery by Lessee of the Agreement nor the consummation by Lessee of the transaction contemplated hereby conflicts with or results in a breach of any of the provisions of the certificate of incorporation or by-laws of Lessee (if applicable), or of any applicable law, judgment, order, writ, injunction, decree, rule or regulation of any court, administrative agency or other governmental authority, or of any agreement or other instrument to which Lessee is a party or by which it is bound, or constitutes a default under any provision thereof;
- (e) No consent, or approval or other authorization of or by any court, administrative agency or other governmental authority is required in connection with the execution, delivery or performance by Lessee of, or the consummation by Lessee of, the transactions contemplated by this Agreement;
- (f) To the extent requested by Lessor, Lessee shall provide Lessor: (i) with a legal opinion of Lessee's counsel in form and substance satisfactory to Lessor as to the matters set forth in subparagraphs (a) through (e) hereof and as to such other matters as Lessor may reasonably request, and (ii) with such certificates, documents or resolutions as Lessor may reasonably require in connection with the representations set forth in subparagraphs (a) through (e) hereof.

Section 3.14 -- Quiet Enjoyment: Subject to the terms of this Agreement and so long as Lessee is not in default under this Agreement, Lessee shall have quiet possession and use of the Equipment during the Agreement Term.

Section 3.15 -- Access: Lessee hereby acknowledges and agrees that the Equipment and Maintenance Services provided by Lessor to Lessee under this Agreement do not include access to the Internet or any other network connectivity or any network software. Lessee shall be solely responsible for acquiring, purchasing, installing,

maintaining, and implementing the systems for accessing the Internet or any other network or computer system requirements, including without limitations, computer software, computer hardware, and telecommunications equipment, and all fees, costs, and expenses in connection therewith. Performance, utility, and/or functionality of the Equipment may be affected by local market network telecommunications activity, electronic mail failure, capacity and compatibility with third party communication equipment, communication software, web browsers and Internet (or Intranet) enabled software ("Interfering Technologies"). Lessor shall not be responsible for Interfering Technologies or any damages that may result from Interfering Technologies including, without limitation, loss of connection because of third party Internet Service Provider issues or loss of information/data because of an Internet Service Provider's failure to maintain connectivity.

ARTICLE IV: MAINTENANCE

Section 4.01 -- Maintenance Services: Upon payment of the applicable Rental Fee by Lessee, DCI shall provide Maintenance Services to Lessee for the relevant Agreement Term as applicable.

Section 4.02 -- Telephone Support: DCI shall provide 1st Tier Equipment Support solely as specifically set forth in this Section ("1st Tier Equipment Support"). DCI will provide four (4) hour response time for pager/telephone support seven (7) days a week, twenty four (24) hours a day. Such support will include any reasonable assistance Lessee may require in using the Equipment that can be handled by telephone and remote access to the Equipment.

Section 4.03 -- Costs/ No Defects: If in analyzing a suspected defect at Lessee's request, it is determined that no Defect exists or that it was caused by unauthorized modifications to the Equipment or Lessee error, Lessee shall, at DCI's discretion, pay DCI for its efforts at DCI's hourly rates then in effect, plus any other expenses actually incurred by DCI in connection with detecting or correcting such alleged defect.

Section 4.04 -- Updates: During the Agreement Term, DCI shall make Updates and Supplements available to Lessee within a reasonable time after release of such Update or Supplement. During the Agreement Term, Lessee agrees to implement, in the manner indicated, any Updates and any other error corrections provided by DCI to Lessee to maintain the continuing integrity of the Equipment. Lessee's failure to do so shall relieve DCI of any responsibility or liability for the improper operation or any malfunction of the Equipment as modified by any such subsequent Updates or corrections.

Section 4.05 -- Excluded Items: Maintenance items other than those described in this Article shall not be included under the Rental Fee, including but not limited to training, support of other software, hardware, operating system services, repair of damage not caused by DCI, or any other problems determined by DCI to be outside the control and responsibility of DCI. Lessee is responsible for media (i.e.

diskettes, data tapes or data communications) and distribution costs (shipping, handling and telephone charges) for the Equipment and/or any other program or data file that may be provided to Lessee.

Section 4.06 -- Personnel: The personnel assigned to perform the Maintenance Services shall be determined solely by DCI and shall be trained and skilled to perform the Maintenance Services in a professional manner consistent with industry standards.

Section 4.07 -- Reliance: Unless advised to the contrary in writing at the time of disclosure, DCI shall be entitled to rely on any information provided by Lessee as true and correct and Lessee shall indemnify DCI for any and all damages, liabilities and costs resulting from such reliance.

Section 4.08 -- Acceptance/ Schedule: The Maintenance Services shall be deemed delivered by DCI and accepted by Lessee upon performance. The Maintenance Services may be performed seven (7) days a week, twenty four (24) hours a day.

Section 4.09 -- Equipment Failure: If it is determined, in DCI's sole discretion, that the Equipment has failed or malfunctioned and cannot be repaired within a reasonable time, DCI (at DCI's expense) will dispatch by overnight commercial courier service comparable Equipment. Lessee (at Lessee's expense) will return the defective Equipment to DCI within one week.

ARTICLE V - RISK OF LOSS AND INSURANCE

Section 5.01 -- Risk of Loss: Lessee hereby assumes and shall bear the entire risk of loss, damage or destruction of the Equipment, whatever the cause.

Section 5.02 -- Stipulated Loss Value: In the event of any loss, damage or destruction of the Equipment, Lessee shall restore the Equipment to good repair, condition and working order or if, in the reasonable judgment of Lessor the Equipment is determined to be lost, stolen, destroyed or damaged beyond repair or rendered permanently unfit for normal use for any reason (or in the event of any condemnation, confiscation, seizure or requisitions of title to or use of the Equipment), pay (or cause an insurance company to pay) Lessor therefor in cash an amount equal to the Stipulated Loss Value as set forth in Exhibit A. Upon such payment, this Agreement shall terminate.

Section 5.03 -- Insurance: Lessee, at its own expense, shall keep the Equipment insured against all risks of loss or damage from fire and such other risks as are covered by endorsement commonly known as supplemental or extended coverages for not less than the Stipulated Loss Value and shall maintain public liability and property damage insurance covering the Equipment in an amount equal to the Stipulated Loss Value. Notwithstanding anything to the contrary set forth herein: (a) the amount of all insurance maintained by Lessee hereunder shall be sufficient so that neither Lessee nor Lessor shall be considered a coinsurer, and (b) Lessee shall be liable for any deductible amount contained in any such insurance

policy. All such insurance shall name Lessor as additional insured but Lessee shall be entitled to receive the insurance proceeds at least up to the amount of any Stipulated Loss Value paid by Lessee. Lessee may affect such coverage under its blanket policies. All such policies shall be written by companies presently insuring Lessee or other companies reasonably satisfactory to Lessor, and certificates showing such coverage to be in effect shall be furnished to Lessor upon request. Each insurer shall agree, by endorsement upon the certificate issued by it or by an independent instrument furnished to Lessor that it will give Lessor thirty days' written notice before the policy in question shall be altered or canceled and that any proceeds shall be paid to Lessor. The proceeds of such insurance, at the option of Lessor, shall be applied (a) toward the replacement, restoration or repair of the Equipment, or (b) toward payment of the obligation of Lessee under this Agreement. Without in any way limiting the right of Lessee to make claim for, receive payment of, or execute and endorse all documents, checks or drafts received in payment for loss or damage or return of premium under any such insurance policy, Lessee hereby irrevocably authorizes Lessor to make such claim, receive such payment, and execute and endorse all such documents, checks and drafts.

Section 5.04 -- Lessor Right to Cure: In the event of any failure by Lessee to procure or maintain insurance as required under this Agreement, or to pay any fees, assessments, charges or taxes, Lessor shall have the right, but not the obligation, to procure or maintain such insurance, and to pay such fees, assessments and taxes, as the case may be. In that event, the cost thereof shall be reimbursed to Lessor by Lessee. If Lessee fails to reimburse such payment within 30 days after receiving written request therefor from Lessor, such failure shall constitute a default under this Agreement and carry with it the same consequences as failure to pay the Rental Fee.

ARTICLE VI - DEFAULT

Section 6.01 -- Events of Default: Each of the following events shall be considered an Event of Default:

- (1) **Noncompliance:** Excepting failure to pay Rental Fee by the first (1st) day of the Agreement Term, Lessee shall be deemed in default of this Agreement if Lessee fails to fulfill any of its obligations under this Agreement, which failure has not been cured within ten days after Lessee's receipt of written notice describing such default. The Event of Default shall be deemed to have occurred on the day of the expiration of the ten-day cure period herein provided.
- (2) **Failure to Pay Rental Fee:** Lessee shall be deemed in default of this Agreement if Lessee fails to pay the Rental Fee on the first day of the Agreement Term or before the renewal of any subsequent Agreement Term as applicable
- (3) **Bankruptcy:** Lessee shall be deemed in default of this Agreement if any proceeding under any bankruptcy act, domestic or foreign, is

commenced against Lessee or Lessee becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for any of its assets, or has wound up or liquidated, voluntarily or otherwise.

- (4) **Breach of Warranty or Representation:** Lessee shall be deemed in default of this Agreement if any representation or warranty made by Lessee herein, or in any document or certificate furnished Lessor in connection herewith shall prove to have been incorrect in any material respect when given.
- (5) **Termination of Business:** Lessee shall be deemed in default of this Agreement if Lessee ceases business.

Section 6.02 -- Remedies: When an Event of Default occurs, Lessor shall have the right to recover all rents and any other amounts due hereunder. Lessor shall also have the right to exercise either of the following options:

- (1) **Option 1 -- Return of Equipment and Payment:** If an Event of Default occurs, Lessor shall have the right to demand return of all of the Equipment rented to Lessee hereunder and to demand payment of all amounts which would thereafter have become due and payable under this Agreement for the remaining term thereof (as if such Agreement had remained in full force and effect throughout the then current Agreement Term). The Equipment shall be returned by Lessee in the manner required under Section 3.07 within thirty days of such demand. In the event such Equipment is not so returned, Lessor, at its sole option, may, with notice and process of law, enter upon the premises where such Equipment is located and take possession of and remove such Equipment, all without liability to Lessor for damage to property or otherwise, and dispose of, hold, use, operate, license, rent, or sell to others such Equipment, as Lessor may determine, all free and clear of any rights of Lessee.
- (2) **Option 2 -- Payment of Stipulated Value:** If an Event of Default occurs or if Lessee shall fail to return the Equipment as set forth in Subsection 6.02(1), Lessor shall have the right to demand that Lessee pay (and Lessee shall pay) to Lessor the Stipulated Loss Value of the Equipment.

Section 6.03 -- Additional Remedies: In addition to the remedies available to Lessor under this Agreement, Lessor shall have the right to exercise any other right or remedy which may be available to Lessor under applicable law or proceed by appropriate court action to enforce the terms hereof or to recover damages for the breach hereof or to rescind this Agreement. Lessee shall be liable for all reasonable expenses incurred by reason of the occurrence of any event of default or the exercise of Lessor's remedies with respect thereto, including placing the Equipment in the

condition required by Section 3.07. Whenever any payment is not made when due hereunder, Lessee shall pay the highest interest rate on such payment permitted by law from the time such payment was due until paid.

ARTICLE VII - MISCELLANEOUS

Section 7.01 -- Assignment: Lessee shall not assign, subcontract, transfer, pledge, hypothecate or otherwise dispose of this Agreement, or any interest herein, without Lessor's written consent, which shall not be unreasonably withheld.

Section 7.02 -- Equitable Remedies: The parties hereby acknowledge that damages at law may be an inadequate remedy. Therefore, Lessor shall have the right of specific performance, injunction or other equitable remedy in the event of a breach of this Agreement by Lessee.

Section 7.03 -- Amendments and Modifications: Waivers, alterations, modifications or amendments of a provision of this Agreement shall not be binding as to Lessor unless such waiver, alteration, modification or amendment is in writing and signed by an authorized representative of Lessor.

Section 7.04 -- Severability: If a provision of this Agreement is rendered invalid by legislation, or by a court of last resort, the remaining provisions shall remain in full force and effect.

Section 7.05 -- Captions: The headings and captions of this Agreement are inserted for reference convenience and do not define, limit or describe the scope or intent of this Agreement or any particular section, paragraph, or provision therein.

Section 7.06 -- Counterparts: Except as otherwise provided in this Agreement, this Agreement may be executed in multiple counterparts, each of which shall be an original, but which together shall constitute one and the same instrument.

Section 7.07 -- Governing Law: This Agreement shall be governed by the laws of the Florida.

Section 7.08 -- Notice: Notices shall be in writing and shall be deemed delivered in person when delivered by hand or mailed postage prepaid by Certified or Registered Mail -- Return Receipt Requested -- to the person and address designated by each party in writing from time to time. Notice shall be deemed given on the date of receipt -- as evidenced in the case of Certified or Registered Mail by Return Receipt.

Section 7.09 -- Pronouns/Gender: Pronouns shall refer to the masculine, feminine, neuter, singular or plural as the context shall require.

Section 7.10 -- Bankruptcy: If either party must institute, defend, appear or attend a bankruptcy proceeding as a result of the filing of bankruptcy by the other party, fees and expenses shall be born by the filing party. If either

party has a bankruptcy proceeding filed against it, the other party shall recover attorney fees, expert witness fees, and other costs incurred in connection with the bankruptcy proceeding, hearing or trial. If Lessor becomes subject to a bankruptcy proceeding and the Equipment is removed from the possession of Lessee as a result thereof, Lessee shall be entitled to reimbursement from Lessor at a rate of the Rental Fee divided by 365 per day for each day thereafter of the then current Agreement Term in which Lessee does not have possession of the Equipment.

Section 7.11 -- Waiver: Waiver of breach of this Agreement shall not constitute waiver of another breach. Failing to enforce a provision of this Agreement shall not constitute a waiver or create an estoppel from enforcing such provision.

IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date.

DCI:

DIVERSE COMPUTING, INC.

BY: _____

Print Name: William M. Tatum

Title: President

Date: _____

Address: 3717 Apalachee Pkwy, Suite 102

Address: Tallahassee, FL 32311

LESSEE:

Re WILLIAMSON COUNTY SHERIFF'S OFFICE

BY: _____

Print Name: _____

Title: _____

Date: _____

Address: _____

Address: _____

EXHIBIT A

TO
EQUIPMENT RENTAL AGREEMENT
BETWEEN
DIVERSE COMPUTING, INC.
AND
WILLIAMSON COUNTY SHERIFF'S OFFICE ("LESSEE")

EQUIPMENT AND AUTHORIZED FACILITY DESCRIPTION

The term "Equipment" shall mean the following computer hardware or network appliances:

NAME:	SERIAL NUMBER	STIPULATED LOSS VALUE
Cisco Firepower 1010 (eAgent Gateway)	TBD	\$1,000.00

The term "Authorized Facility" shall mean:

WILLIAMSON COUNTY SHERIFF'S OFFICE

EXHIBIT B
 TO
 EQUIPMENT RENTAL AGREEMENT
 BETWEEN
 DIVERSE COMPUTING, INC.
 AND
 WILLIAMSON COUNTY SHERIFF'S OFFICE ("LESSEE")
 FEE SCHEDULE

- (1) Any capitalized term not otherwise defined in this Exhibit shall have the meaning as set forth for the same term under the Agreement. The Agreement is incorporated herein by this reference.
- (2) First Rental Fee: The Rental Fee for the first Agreement Term shall be following amount of money calculated as set forth below:

NAME:	SERIAL NUMBER	FIRST RENTAL FEE
Cisco Firepower 1010 (eAgent Gateway)	TBD	\$2,500.00
25% Discount		-\$ 625.00
Installation Fee		\$ 500.00
		\$2,375.00*
		TOTAL

*This annual amount will be prorated to align with the annual Effective Service Date of July 1, 2025. Proration credits shall be applied to the invoice for this new service.

- (3) Subsequent Rental Fees: The Rental Fee for each successive Agreement Term shall be calculated as follows:
 Equipment X Current Standard Rental Fee X 3% = Rental Fee payable on each successive Agreement Term.

Upon execution of this Agreement, the total number of services under the Agreement shall be as follows:

Product/Service	Amount
eAgent Gateway	2
	Secure Connections

DCI:	LESSEE:
DIVERSE COMPUTING, INC.	WILLIAMSON COUNTY SHERIFF'S OFFICE

By: _____

Print Name: William M. Tatum

Print Name: _____

Title: President

Title: _____

Date: _____

Date: _____

Resolution No. 1-26-25
Requested by: Mayor's Office

**RESOLUTION TO CONVEY WILLIAMSON COUNTY'S INTEREST IN REAL PROPERTY
COMMONLY REFERENCED AS THE FAIRVIEW BALL PARK TO THE
CITY OF FAIRVIEW AND AUTHORIZING THE COUNTY MAYOR TO EXECUTE ALL
DOCUMENTS NEEDED TO CONVEY THE PROPERTY**

WHEREAS, *Tennessee Code Annotated, Section 12-9-110*, provides that a county legislative body may convey real property to other governmental entities by gift upon such terms as the county legislative body may authorize, without public advertisement or competitive bidding; and

WHEREAS, the City of Fairview ("City") previously owned real property identified as Tax Map 42, Parcel 41.01 which Williamson County has maintained and operated as the Fairview Ball Park (the "Property"); and

WHEREAS, the City quitclaimed the Property to Williamson County ("County") in July of 1996 to be operated as part of the Williamson County Parks and Recreation system; and

WHEREAS, after the transfer to Williamson County, the County received notice from the federal government that a telecommunications tower was constructed on the Property which was a violation of the conditions placed on the City when it originally obtained the Property with federal funding, resulting in the County needing to seek additional property to account for the area that encompassed the tower; and

WHEREAS, the Fairview Lions Club, owner of the adjacent property, agreed to convey 0.1 acres to Williamson County in exchange for a permanent easement granted to the Fairview Lion's Club at the entrance of the Fairview Ball Park that runs with the land; and

WHEREAS, the City recently requested that the County convey its interest in the Fairview Ball Park back to the City; and

WHEREAS, the transfer is subject to the existing Fairview Lions Club easement at the property's entrance and is contingent upon the City of Fairview using the property for a public purpose; and

WHEREAS, the Williamson County Board of Commissioners finds it in the best interest of the citizens of Williamson County to convey its interest in the Property and authorizes the Williamson County Mayor to execute all documentation needed to transfer its ownership in the Fairview Ball Park to the City of Fairview, subject to the Fairview Lion's Club easement and conditioned on the City using the Property for a public purpose:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 12th day of January, 2026, approves the conveyance of approximately 30.3 acres of real property commonly referenced as the Fairview Ball Park and further identified as Tax Map 42, Parcel 41.01 to the City of Fairview subject to the Fairview Lions Club easement, and authorizes the Williamson County Mayor to execute all documentation necessary to convey the real property conditioned on the property being used for a public purpose.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Park and Recreation	For	Against	Pass	Out
Budget Committee	For <u>4</u>	Against <u>0</u>	Pass	Out
Commission Action Taken:	For	Against	Pass	Out

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

Resolution No. 1-26-26
Requested by: County Mayor's Office

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO A
LEASE AGREEMENT WITH U.S. CONGRESSMAN MATTHEW VAN EPPS**

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, U.S. Congressman Matthew Van Epps represents Tennessee's Seventh District of the U.S. House of Representatives which includes Williamson County; and

WHEREAS, U.S. Congressman Mark Green previously occupied Suite 212 of the Historic Courthouse in Williamson County which has now been vacated with the election of Congressman Matthew Van Epps; and

WHEREAS, the office space in the Historic Courthouse is secured and will provide Congressman Van Epps a local office to represent the citizens of the Seventh District; 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 Congressman Van Epps for Suite 212 in the Historic Courthouse;

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 12th day of January, 2026, hereby authorizes the Williamson County Mayor to execute the lease agreement and all other documentation needed to lease Suite 212 of the Historic Courthouse located at 305 Public Square, Franklin, Tennessee to U.S. Congressman Matthew Van Epps.


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Property Committee For _____ Against _____
Budget Committee For 4 Against 0
Commission Action Taken: For _____ Against _____ Pass _____ Out _____

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

District Office Lease – Instructions

NO LEASE OR ATTACHMENT CAN BE SIGNED BEFORE THEY HAVE BEEN APPROVED BY THE OFFICE OF ADMINISTRATIVE COUNSEL.

The term for a District Office Lease for the 119th Congress may not commence prior to January 3, 2025.

A Member/Member-elect should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 119th Congress, leases should end on January 2, 2027, rather than December 31, 2026.

- The Member/Member-elect is required to personally sign lease documents.
- Prior to either party signing a Lease, the Member/Member-elect must submit the proposed Lease, accompanied by the District Office Lease Attachment for the 119th Congress (“Attachment”), to the Office of Administrative Counsel (“Administrative Counsel”) via e-mail in PDF form (leases@mail.house.gov) or fax (202-226-0357) for review and approval.
- If approved, Administrative Counsel will advise the parties that they can execute the lease documents. If changes are necessary, Administrative Counsel will contact the office of the Member/Member-elect. The Member/Member-elect will work with the lessor to incorporate all necessary edits to the lease documents. The parties must resubmit revised lease documents to Administrative Counsel until Administrative Counsel approves the lease documentation packet.
- After both parties have executed an approved Lease or Amendment, accompanied by the Attachment, a copy must be submitted to Administrative Counsel via e-mail in PDF form (leases@mail.house.gov) or fax (202-226-0357) for final countersignature and processing.
- Lessor must complete a U.S. House of Representatives Substitute W-9 and ACH Vendor/Miscellaneous Payment Enrollment Form to allow the House Office of Finance to initiate monthly rental payments pursuant to an approved lease. This form should be submitted along with the completed lease packet. Questions regarding the form should be directed to the Office of Finance (VendorEFT@mail.house.gov; 202-226-2277).

Instructions for completing the District Office Lease (“Lease”):

- Preamble — Insert:
 - Landlord’s name and address; and Member/Member-Elect’s name
- Section 1 — Insert:
 - Square footage of the leased office (if known)
 - Street address including city, state, and ZIP of the leased office
- Section 3 — Insert:
 - Date lease begins (must be on or after January 3, 2025)
 - Date lease ends (must be on or before January 2, 2027)
- Section 4 — Insert the amount of monthly rent. If there is no rent, insert “\$0.00”. If rent is not constant over the lease term, insert “See Section 12” and note any rent variations in Section 12.
- Section 5 — Insert the number of days’ notice required for either party to terminate the lease before the end of the term. If the lease may not terminate early, enter “N/A” in this blank.
- Section 11 — Insert the notice contact information for each lease party.
- Section 12 — Insert any additional lease provisions.

Note: Sections 1-9, other than filling in the blanks, may not be altered or deleted.

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease

(Page 1 of 3 – 119th Congress)

Pursuant to 2 U.S.C.A. § 4313, and the Regulations of the Committee on House Administration (as modified from time to time by Committee Order) relating to office space in home districts,

Williamson County , 1320 West Main Street, Franklin, TN 37064

(Landlord's name)

(Landlord's street address, city, state, ZIP code)

(“Lessor”), and Congressman Matt Van Epps , a Member/Member-elect of the U.S. House of Representatives (“Lessee”), agree as follows:

1. **Location.** Lessor shall lease to Lessee 1680 square feet of office space located at 305 Public Square
(Office street address)
in the city, state and ZIP code of Franklin, TN 37064.
(Office city, state and ZIP)
2. **Lease Amenities.** Lessee shall be entitled to receive, and Lessor shall be required to provide, the amenities as set forth in Section A of the District Office Lease Attachment (“Attachment”) accompanying this Lease, or as otherwise described herein.
3. **Term.** Lessee shall have and hold the leased premises for the period beginning January 17, 2026 and ending January 2, 2027. The term of this District Office Lease (“Lease”) may not exceed two (2) years and may not extend beyond January 2, 2027, which is the end of the constitutional term of the Congress to which the Member is elected.
4. **Rent.** The monthly rent shall be \$2,541, and is payable in arrears on or before the last day of each calendar month. Rent payable under this Lease shall be prorated on a daily basis for any fraction of a month of occupancy.
5. **Early Termination.** This Lease may be terminated by either party giving 60 days’ prior written notice to the other party. The commencement date of such termination notice shall be the date such notice is delivered or, if mailed, the date such notice is postmarked.
6. **Payments.** During the term of this Lease, rent payments under Section 4 of this Lease shall be remitted to the Lessor by the Chief Administrative Officer of the U.S. House of Representatives (the “CAO”) on behalf of the Lessee.
7. **District Office Lease Attachment for 119th Congress.** The District Office Lease Attachment attached hereto is incorporated herein by reference, and this Lease shall have no force or effect unless and until accompanied by an executed District Office Lease Attachment for the 119th Congress.
8. **Counterparts.** This Lease may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
9. **Section Headings.** The section headings of this Lease are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease

(Page 2 of 3 – 119th Congress)

10. **Modifications.** Any amendments, additions or modifications to this Lease inconsistent with Sections 1 through 9 above shall have no force or effect to the extent of such inconsistency.
11. **Notice.** All notices required or permitted under this Lease shall be in writing sent to the addresses identified below or as otherwise designated by the parties from time to time via written notice. All such notices shall be deemed sufficiently given at the time three (3) days following the day they are postmarked in any post office or branch post office.

Notice to Landlord

All notices required to be delivered to Landlord from Lessee shall be delivered to Landlord at:

Contact Name: _____
Address: _____
Phone: _____
Email: _____

Notice to Lessee

All notices required to be delivered to Lessee from Landlord shall be delivered to Lessee at:

Contact Name: _____
Address: _____
Phone: _____
Email: _____

12. **Other.** Additionally, the Lessor and the Lessee agree to the following:

[Signature page follows.]

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease

(Page 3 of 3 – 119th Congress)

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease as of the later date written below by the Lessor or the Lessee.

Williamson County

Print Name of Lessor/Landlord

Congressman Matt Van Epps

Print Name of Lessee

By:

Lessor Signature

Lessee Signature

Title:

Date

Date

This District Office Lease must be accompanied with an executed District Office Lease Attachment.

District Office Lease Attachment - Instructions

The District Office Lease Attachment (“Attachment”) must accompany **every** Lease or Amendment submitted for a Member/Member-elect’s District Office.

**THE OFFICE OF ADMINISTRATIVE COUNSEL MUST APPROVE ANY LEASE,
AMENDMENT, OR ATTACHMENT PRIOR TO SIGNATURE.**

The term of a District Office Lease or Amendment for the 119th Congress may not commence prior to January 3, 2025.

A Member/Member-elect should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 119th Congress, leases should end on January 2, 2027, not December 31, 2026.

- The Member/Member-elect is required to personally sign lease documents.
- The Lessor must complete the amenities checklist in Section A (“Lease Amenities”), including both the “required amenities” and “optional amenities” portions.
- Section B (“Additional Lease Terms”) of the Attachment SHALL NOT have any provisions deleted or changed.
- Prior to either party signing a Lease or an Amendment, the Member/Member-elect must submit the proposed Lease or Amendment, accompanied by the Attachment, to the Office of Administrative Counsel (“Administrative Counsel”) via e-mail in PDF form (leases@mail.house.gov) or fax (202-226-0357) for review and approval.
- If approved, Administrative Counsel will advise the parties that they can execute the lease documents. If changes are necessary, Administrative Counsel will contact the office of the Member/Member-elect. The Member/Member-elect will work with the lessor to incorporate all necessary edits to the lease documents. The parties must resubmit revised lease documents to Administrative Counsel until Administrative Counsel approves the lease documentation packet.
- After both parties have executed an approved Lease or the Amendment, accompanied by the Attachment, a copy must be submitted to Administrative Counsel via e-mail in PDF form (leases@mail.house.gov) or fax (202-226-0357) for final countersignature and processing.
- Lessor must complete a U.S. House of Representatives Substitute W-9 and ACH Vendor/Miscellaneous Payment Enrollment Form to allow the House Office of Finance to initiate monthly rental payments pursuant to an approved lease. This form should be submitted along with the completed lease packet. Questions regarding the form should be directed to the Office of Finance (VendorEFT@mail.house.gov; 202-226-2277).
- Lessor shall provide a copy of any assignment, estoppel certificate, notice of a bankruptcy or foreclosure, or notice of a sale or transfer of the leased premises to Administrative Counsel via e-mail in PDF form (leases@mail.house.gov).

U.S. House of Representatives
Washington, D.C. 20515

District Office Lease Attachment
(Page 1 of 5 – 119th Congress)

SECTION A
(Lease Amenities)

Section A sets forth the amenities provided by the Lessor to be included in the Lease. Except as noted below, the amenities listed are not required for all district offices.

To be completed by the Lessor (required amenities):

- * **High-Speed Internet Available Within the Leased Space.**

Please list any internet providers known to provide service to the property:

-
- * **Interior Wiring CAT 5e or Better within Leased Space.**

To be completed by the Lessor (optional amenities):

- Amenities are separately listed elsewhere in the Lease.

(The below checklist can be left blank if the above box is checked.)

The Lease includes (please check and complete all that apply):

- Lockable Space for Networking Equipment.

- Telephone Service Available.

- Parking. _____ Assigned Parking Spaces

_____ Unassigned Parking Spaces

- General Off-Street Parking on an As-Available Basis

- Utilities. Includes: _____

- Janitorial Services. Frequency: _____

- Trash Removal. Frequency: _____

- Carpet Cleaning. Frequency: _____

- Window Washing. Window Treatments.

- Tenant Alterations Included In Rental Rate.

- After Hours Building Access.

- Office Furnishings. Includes: _____

- Cable TV Accessible. If checked, Included in Rental Rate: Yes No

- Building Manager. Onsite On Call Contact Name: _____

Phone Number: _____ Email Address: _____

U.S. House of Representatives
Washington, D.C. 20515

District Office Lease Attachment
(Page 2 of 5 – 119th Congress)

SECTION B
(Additional Lease Terms)

1. **Incorporated District Office Lease Attachment.** Lessor (Landlord) and Lessee (Member/Member-elect of the U.S. House of Representatives) agree that this District Office Lease Attachment (“Attachment”) is incorporated into and made part of the Lease (“Lease”) and, if applicable, District Office Lease Amendment (“Amendment”) to which it is attached.
2. **Performance.** Lessor expressly acknowledges that neither the U.S. House of Representatives (the “House”) nor its Officers are liable for the performance of the Lease. Lessor further expressly acknowledges that payments made by the Chief Administrative Officer of the House (the “CAO”) to Lessor to satisfy Lessee’s rent obligations under the Lease – which payments are made solely on behalf of Lessee in support of his/her official and representational duties as a Member of the House – shall create no legal obligation or liability on the part of the CAO or the House whatsoever. Lessee shall be solely responsible for the performance of the Lease and Lessor expressly agrees to look solely to Lessee for such performance.
3. **Modifications.** Any amendment to the Lease must be in writing and signed by the Lessor and Lessee. Lessor and Lessee also understand and acknowledge that the Administrative Counsel for the CAO (“Administrative Counsel”) must review and give approval of any amendment to the Lease prior to its execution.
4. **Compliance with House Rules and Regulations.** Lessor and Lessee understand and acknowledge that the Lease shall not be valid, and the CAO will not authorize the disbursement of funds to the Lessor, until Administrative Counsel has reviewed the Lease to determine that it complies with the Rules of the House and the Regulations of the Committee on House Administration, and approved the Lease by signing the last page of this Attachment.
5. **Payments.** The Lease is a fixed term lease with monthly installments for which payment is due in arrears on or before the end of each calendar month. In the event of a payment dispute, Lessor agrees to contact the Office of Finance, U.S. House of Representatives, at 202-225-7474 to attempt to resolve the dispute before contacting Lessee.
6. **Void Provisions.** Any provision in the Lease purporting to require the payment of a security deposit shall have no force or effect. Furthermore, any provision in the Lease purporting to vary the dollar amount of the rent specified in the Lease by any cost of living clause, operating expense clause, pro rata expense clause, escalation clause, or any other adjustment or measure during the term of the Lease shall have no force or effect.
7. **Certain Charges.** The parties agree that any charge for default, early termination or cancellation of the Lease which results from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee and shall not be paid by the CAO on behalf of the Lessee.
8. **Death, Resignation or Removal.** In the event Lessee dies, resigns or is removed from office during the term of the Lease, the Clerk of the House may, at his or her sole option, either: (a) terminate the Lease by giving thirty (30) days’ prior written notice to Lessor; or (b) assume the obligation of the Lease and continue to occupy the premises for a period not to exceed sixty (60) days following the certification of the election of the Lessee’s successor. In the event the Clerk elects to terminate the Lease, the commencement date of such thirty (30) day termination notice

U.S. House of Representatives
Washington, D.C. 20515

District Office Lease Attachment
(Page 3 of 5 – 119th Congress)

shall be the date such notice is delivered to the Lessor or, if mailed, the date on which such notice is postmarked.

9. **Term.** The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-elect before taking office. Should the Member-elect not take office to serve as a Member of the 119th Congress, the Lease will be considered null and void.
10. **Early Termination.** If either Lessor or Lessee terminates the Lease under the terms of the Lease, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, Attn: Kellie Wilson, via e-mail at FCLeasePayments@mail.house.gov, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
11. **Assignments.** Lessor shall provide thirty (30) days prior written notice to Lessee before assigning any of its rights, interests or obligations under the Lease, in whole or in part, by operation of law or otherwise. Lessor shall promptly file a copy of any such assignment notice with Administrative Counsel by e-mail at leases@mail.house.gov. Lessee and the House shall not be responsible for any misdirected payments resulting from Lessor's failure to file an assignment notice in accordance with this section.
12. **Sale or Transfer of Leased Premises.** Lessor shall provide thirty (30) days prior written notice to Lessee in the event (a) of any sale to a third party of any part of the leased premises, or (b) Lessor transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Lessor shall promptly file a copy of any such sale or transfer notice with Administrative Counsel by e-mail at leases@mail.house.gov.
13. **Bankruptcy and Foreclosure.** In the event (a) Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (b) the leased premises is foreclosed upon, or (c) of any similar occurrence, Lessor agrees to promptly notify Lessee in writing. Lessor shall also promptly file a copy of any such notice via e-mail with the Office of Finance, U.S. House of Representatives, Attn: Kellie Wilson, via e-mail at FCLeasePayments@mail.house.gov, and with Administrative Counsel by e-mail at leases@mail.house.gov.
14. **Estoppel Certificates.** Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall require the review of Administrative Counsel, prior to Lessee signing the estoppel certificate. Lessor shall promptly provide a copy of any such estoppel certificate to Administrative Counsel by e-mail at leases@mail.house.gov.
15. **Maintenance of Common Areas.** Lessor agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, lobbies, elevators, escalators, entryways, exits, alleys and other like areas.
16. **Maintenance of Structural Components.** Lessor also agrees to maintain in good order, repair or replace as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating

U.S. House of Representatives
Washington, D.C. 20515

District Office Lease Attachment
(Page 4 of 5 – 119th Congress)

systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.

17. **Lessor Liability for Failure to Maintain.** Lessor shall be liable for any damage, either to persons or property, sustained by Lessee or any of his or her employees or guests, caused by Lessor's failure to fulfill its obligations under Sections 15 and 16.
18. **Initial Alterations.** Lessor shall make any initial alterations to the leased premises, as requested by Lessee and subject to Lessor's consent, which shall not be unreasonably withheld. The cost of such initial alterations shall be included in the annual rental rate.
19. **Federal Tort Claims Act.** Lessor agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, satisfies any and all obligations on the part of the Lessee to purchase private liability insurance. Lessee shall not be required to provide any certificates of insurance to Lessor.
20. **Limitation of Liability.** Lessor agrees that neither Lessee nor the House nor any of the House's officers or employees will indemnify or hold harmless Lessor against any liability of Lessor to any third party that may arise during or as a result of the Lease or Lessee's tenancy.
21. **Compliance with Laws.** Lessor shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act), both in the common areas of the building and the leased space of the Lessee.
22. **Electronic Funds Transfer.** Lessor agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.
23. **Refunds.** Lessor shall promptly refund to the CAO, without formal demand, any payment made to the Lessor by the CAO for any period for which rent is not owed because the Lease has ended or been terminated.
24. **Conflict.** Should any provision of this Attachment be inconsistent with any provision of the attached Lease or attached Amendment, the provisions of this Attachment shall control, and those inconsistent provisions of the Lease or the Amendment shall have no force and effect to the extent of such inconsistency.
25. **Construction.** Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.
26. **Fair Market Value.** The Lease or Amendment is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Lessor and Lessee certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).
27. **District Certification.** The Lessee certifies that the office space that is the subject of the Lease is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.

U.S. House of Representatives
Washington, D.C. 20515

District Office Lease Attachment
(Page 5 of 5 – 119th Congress)

28. **Counterparts.** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
29. **Section Headings.** The section headings of this Attachment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Attachment as of the later date written below by the Lessor or the Lessee.

Williamson County

Print Name of Lessor/Landlord

Congressman Matt Van Epps

Print Name of Lessee

By:

Lessor Signature

Lessee Signature

Title:

Date

Date

From the Member's Office, who is the point of contact for questions?

Name Alex Joyner Phone (731) 819-4897 E-mail _____ @mail.house.gov

This District Office Lease Attachment and the attached Lease or Amendment have been reviewed and are approved, pursuant to Regulations of the Committee on House Administration.

Signed _____ Date _____
(Administrative Counsel)

U.S. House of Representatives
Substitute W-9 and ACH Vendor/Miscellaneous Payment Enrollment Form

INSTRUCTIONS

Internal Revenue Code 6109, 31 U.S.C. 3322, 31 CFR 210 and the 1996 Debt Collection Improvement Act require all entities that do business with the United States Government to provide a Tax Identification Number (TIN) and Electronic Funds Transfer (EFT) information for payment. PL 93-579 protects your privacy and mandates that the information never be published or used for any other purpose than to pay you. Please complete all sections below, sign and return via the email or fax number listed.

RETURN FORM TO: **vendorEFT@mail.house.gov**

FAX NUMBER: **(202) 225-6914**

SECTION I

UNITED STATES HOUSE OF REPRESENTATIVES INFORMATION

ADDRESS	US HOUSE OF REPRESENTATIVES - ACCOUNTING, 3110 O'NEILL HOUSE OFFICE BUILDING, WASHINGTON DC 20515	
AGENCY IDENTIFIER	53-6002523	AGENCY LOCATION CODE 4832
	TELEPHONE NUMBER (202) 226-2277	

SECTION II

PAYEE/COMPANY INFORMATION

NAME AS SHOWN ON YOUR INCOME TAX RETURN		BUSINESS NAME/DISREGARDED ENTITY NAME OR DBA, IF DIFFERENT THAN NAME ON YOUR INCOME TAX RETURN	
ADDRESS/CITY/STATE/ZIP		Enter the correct Tax Identification Number type SOCIAL SECURITY NUMBER (SSN) EMPLOYER TAX ID NUMBER (EIN) _____ - _____ - _____ or _____ - _____ - _____	
CONTACT PERSON NAME		PURCHASE ORDER ADDRESS/CITY/STATE/ZIP	
EMAIL		PO EMAIL	
TELEPHONE NUMBER	FAX NUMBER	TELEPHONE NUMBER	FAX NUMBER
REMIT TO ADDRESS			

CHECK APPROPRIATE BOX FOR FEDERAL TAX CLASSIFICATION (required)

Individual/Sole Proprietor or C Corporation S Corporation Partnership Trust/Estate
Single Member LLC

Limited Liability Company. Check the tax classification: C corporation S corporation Partnership
Note. For a single-member LLC that is disregarded, check the appropriate box for the tax classification of the single-member owner.

Government Entity. Check the tax classification: Federal State Local

Other _____

Exemptions (codes apply only to certain entities, not individuals):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

SECTION III

FINANCIAL INSTITUTION INFORMATION U.S.)

BANK NAME	TELEPHONE NUMBER
-----------	------------------

NINE-DIGIT ROUTING TRANSIT NUMBER

DEPOSITOR ACCOUNT TITLE

DEPOSITOR ACCOUNT NUMBER	LOCKBOX NUMBER
--------------------------	----------------

TYPE OF ACCOUNT	<input type="radio"/> CHECKING <input type="radio"/> SAVINGS <input type="radio"/> LOCKBOX
-----------------	--

SECTION IV **SOCIO-ECONOMIC INFORMATION**

Type of Business	<input type="radio"/> Large Business-No Socio-Economic Designations	<input type="radio"/> Minority	<input type="radio"/> SmBusiness	<input type="radio"/> Sm-Disadv/Minority	<input type="radio"/> Sm-Disadv Only	<input type="radio"/> SmMin Only
Sm-Disadvantaged Business Prog	<input type="radio"/> (a) Firm	<input type="radio"/> HUBZone Program	<input type="radio"/> HUBZone Eligible	<input type="radio"/> Emerging Small Business	<input type="radio"/> Women-Owned Business	
Other Preference Programs	<input type="radio"/> Buy Indian	<input type="radio"/> Directed to JWOD Non-Profit	<input type="radio"/> No Preference/Not Listed	<input type="radio"/> Small Business Set-Aside	<input type="radio"/> Very Small Business Set-Aside	
Veteran Owned Status	<input type="radio"/> Non-Vet Owned SmBus	<input type="radio"/> Other Vet Owned SmBus	<input type="radio"/> Serv-Disabled Vet Other Bus	<input type="radio"/> Serv-Disabled Vet Owned SB	<input type="radio"/> Vet-Owned Other Bus	
Size of Business:	<input type="radio"/> (A) 50 or less	<input type="radio"/> (B) 51-100	<input type="radio"/> (C) 101-250	<input type="radio"/> (D) 251-500	<input type="radio"/> (E) 501-750	<input type="radio"/> (F) 751-1,000
	<input type="radio"/> (G) Over 1,000	<input type="radio"/> (H) 1 million or less	<input type="radio"/> (I) 1.1-2 million	<input type="radio"/> (J) 2.1-3.5 million	<input type="radio"/> (K) 3.1-5 million	<input type="radio"/> (L) 5.1-10 million
				<input type="radio"/> (M) 10.1-17 million	<input type="radio"/> (N) Over 17 million	

SECTION V **CERTIFICATION OF DATA BY PAYEE/COMPANY**

NAME	TITLE/POSITION
------	----------------

SIGNATURE	DATE	TELE
-----------	------	------

**Instructions for Completing
U.S. House of Representatives
Substitute W-9 and ACH Vendor/Miscellaneous Payment Enrollment Form**

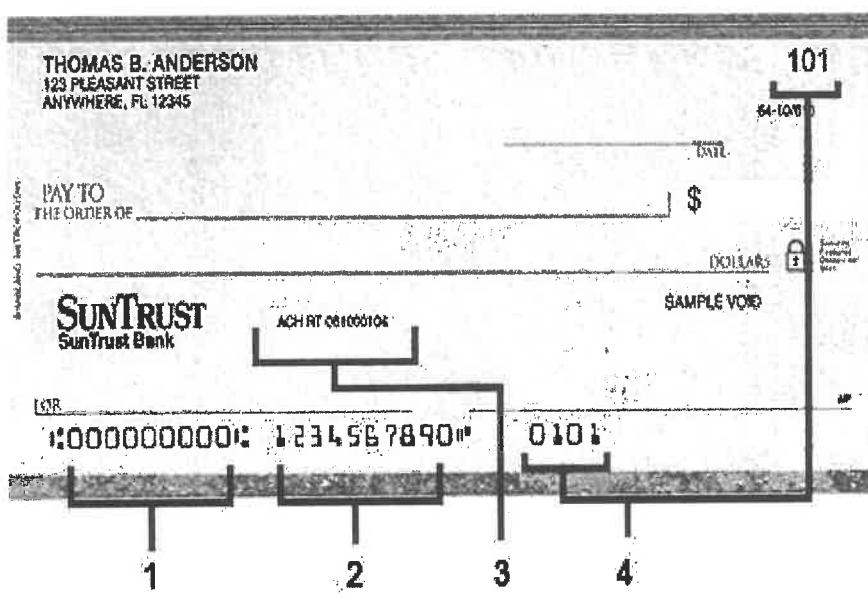
Section I - Agency Information – Includes the name and address, agency identifier, agency location code and telephone number for the House of Representatives.

Section II - Payee/Company Information – Print or type the name of the payee/company and address that will receive payment, social security or taxpayer ID number, contact person name, telephone number and email of the payee/company. Print or type the purchase order and remit to addresses if different from the payee/company address. Check the appropriate boxes for federal tax classification.

Section III - Financial Institution Information – Print or type the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Check the appropriate box for type of account. Payee/Company may include a voided check with this form.

ACH Account Information Located on a Check or Deposit Ticket

<u>FINANCIAL INSTITUTION NAME</u>	name of the financial institution to which the payments are to be directed
<u>ROUTING TRANSIT NUMBER (RTN)</u>	financial institution's 9 digit routing transit number; <i>found on the bottom of a check or deposit ticket or from your Financial Institution</i>
<u>ACCOUNT TITLE</u>	employee's or vendor's name on the account
<u>ACCOUNT NUMBER</u>	account number at the financial institution



1. Routing Transit Number (RTN) – nine digits located between two symbols. This number identifies the bank holding your account and check processing center.
2. Account number – this is your complete account number. Your account number can be up to 17 digits. Please include leading zeros.
3. ACH Routing Transit Number – Automated Clearing House routing number, use this number for your Routing Transit Number (RTN) if you bank with **SunTrust Bank**.
4. Check number – This information is not necessary - do not provide

Section IV - Socio-Economic Information – Check the boxes for each category, if applicable: type of business, small disadvantaged business program, HUBZone program, emerging small business, women-owned business, other preference programs, Veteran owned status and size of business. Detailed information related to Small Business programs can be found at <http://www.sba.gov/>.

Section V - Certification of Data By Payee/Company – Print or type the name, title/position and phone number of the Authorized official. The Authorized official must sign and date the form.

**RESOLUTION ADOPTING AN ELECTRONIC SIGNATURE POLICY
FOR COUNTY GRANT CONTRACTS**

WHEREAS, Williamson County ("County") often receives requests to sign grant contracts electronically; and

WHEREAS, According to Tenn. Code Ann. § 47-10-119, prior to permitting a public official to electronically sign documents, the County must file a statement with the state Comptroller which must include the policies and procedures related to the implementation of the system; and

WHEREAS, Such policies and procedures must include certain information regarding the electronic signature software to be used; and

WHEREAS, the County Information Technology Department has approved and recommended the software included in the attached policy and is able to pay for the license within the existing budget; and

WHEREAS, The Board of Commissioners understands that the County's adoption of the policy is contingent on the Tennessee Comptroller's approval of the County's pre-implementation statement and policy;

WHEREAS, the Board of Commissioners finds it in the best interest of its citizens to approve the attached policy for electronic signatures on grant contracts:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners meeting in regular session this 12th day of January, 2026, adopts the Electronic Signature Policy contingent on the approval of the policy by the Tennessee Comptroller's office;

AND BE IT FURTER RESOLVED, that this resolution shall take effect immediately upon passage, the public welfare requiring it.

AND BE IT FURTER RESOLVED, that upon approval of this resolution and its signing, the Board of Commissioners directs the County Attorney's Office to attach a copy of this resolution and the policy it authorizes to Williamson County's pre-implementation statement which shall then be provided to the Tennessee Comptroller of the Treasury's Office.



Paul S. Webb

County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee	For <u>4</u>	Against <u>0</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, County Mayor

Date

WILLIAMSON COUNTY, TENNESSEE
ELECTRONIC SIGNATURE POLICY

PURPOSE

The purpose of this policy is to define general requirements for the acceptable use of electronic signatures for the limited purpose of Grant Contracts received by Williamson County ("County") and to describe the implementation of such electronic signature system. The intent of this policy is to permit the use of electronic signatures on Grant Contracts while also ensuring that employees and officials are compliant with all applicable federal and state laws, regulations, policies, and interpretive guidance, including but not limited to those referenced herein.

POLICY

It is the County's policy that electronic signatures may be used in place of a handwritten signature only for the purpose of signing Grant Contracts. Pursuant to the Act and applicable federal law, an electronic signature shall be a valid form of signature, provided that the signatory has authority for its affixation. The procedure for signing the Grant Contracts electronically must comply with the terms herein. This policy is not intended to prevent a County employee or official from signing a Grant Contract with a handwritten signature. Instead, this policy addresses the proper procedure for signing a Grant Contract with an electronic signature, if so desired by the employee or official.

Grant Contracts signed with an electronic signature still must go through the standard approval procedures, receiving review and approval from the County legal department and the applicable department head, prior to receiving signatures from the County Mayor and any other official such as the County Purchasing Agent, Budgeting Director, or Risk Management Director.

All Grant Contracts must be retained according to the County's public records retention policy. Should an electronic signature on a particular Grant Contract prevent the fully executed contract from being retained by the County, then the Grant Contract should not be signed electronically. All fully executed contracts, whether signed electronically or handwritten, must be retained according to the County's public records retention policy. If necessary, a fully executed copy of the Grant Contract shall be requested from the awarding entity in order to satisfy the County's document retention requirements.

When using digital or electronic signatures, all County employees and officials will strictly adhere to any and all existing federal, state, and local laws, policies of the County regarding document retention, signatures, cybersecurity, and electronic signatures.

DEFINITIONS

For the purposes of this policy, the following definitions and examples apply. As new technologies emerge or existing technologies change, this policy applies to all contemporary technologies generally accepted in these categories beyond the presented examples or devices.

Act: The Uniform Electronic Transactions Act, codified in Tennessee Code Annotated § 47-10-102, *et seq.*

Grant Contracts: Agreements and amendments to agreements with state government, federal government, non-profit organizations or other grantors for the provision of funds to the County or a County department for a specific project or purpose. Grant Contracts also denotes agreements with organizations in which the County is granting the funds to the organization to support a public purpose, research, or services such as pursuant to the County's Opioid Abatement Grant Program.

Awarding Entity:

Electronic Signature: An electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record. Examples of an electronic signature are: a name at the end of an email, clicking a button or downloading content to indicate acceptance of a transaction or certain terms and conditions.

Digital Signature: A specific type of electronic signature that relies on the technology of cryptography to authenticate the signer's identity and ensure the integrity of the signed document. A digital signature is bound to the document being signed using a mathematical algorithm such that any modification of the document after it is signed can be detected.

Document: the term document as applied in this policy is used interchangeably with terms such as electronic document, record, or transaction.

Digital Signature Tool: DocuSign, the digital signature tool that the County uses in accordance with this Policy to sign Grant Contracts electronically.

Handwritten Signature: The scripted name or legal mark of an individual, handwritten by that individual with a marking or writing instrument such as a pen or stylus and executed or adopted with the present intention authenticate a writing, applied to a hard copy of a document.

RULES FOR USE OF ELECTRONIC SIGNATURES

Except as provided in this policy, the County mayor signing Grant Contracts on behalf of the County shall only use the Digital Signature Toll (e.g., Docusign) that has been approved by the County's IT department and for which the County has a current contract.

Only the Williamson County Mayor is authorized by law to legally bind the County to a Grant Contract. The County Mayor shall have a personalized license to Docusign, allowing him or her to electronically sign documents and to ensure authentication of signature. The County Mayor's license will be managed through a password protected account. Docusign provides custody management for documents, allowing only one party to sign at a time and removing access from the user after they are done signing. The fully executed contract is able to be downloaded from Docusign by the authorized user.

The County Mayor or his or her designee shall download all fully executed contracts signed via Docusign and file them according to proper public record storage procedures.

PROCEDURE OF ELECTRONIC SIGNATURE

As with all Grant Contracts received by the County, the County attorney must review and approve all Grant Contracts prior to the mayor providing his or her electronic signature. Such approval must be provided in writing and filed with the contract according to the records retention requirements described in this policy. The written approval may be provided via email.

SECURITY OF DIGITAL SIGNATURE TOOL

Docusign is a secure platform that provides confidentiality and protection for documents uploaded to the tool. The tool utilizes AES 256-bit encryption to ensure documents in the system are encrypted at all times. Unauthorized changes in underlying documents are detected by Docusign's encryption protocols and identified as evidence of tampering.

ACCEPTANCE OF THIRD-PARTY ELECTRONIC SIGNATURES

When the County enters into a Grant Contract provided by a third party in an electronic format, the County is permitted to use and accept Electronic Signatures. When a third-party uses a Digital Signature Tool not already approved by the County's IT department, the County Mayor or his or her designee must consult with the County IT director prior to using such Digital Signature Tool. No Digital Signature Tool may be used that does not permit the fully executed Grant Contract to be preserved by the County as a public record, according to the applicable records retention procedures.

PRESERVATION OF PUBLIC RECORDS

At all times, County documents shall be preserved according to applicable state law and the County Public Records Commission's applicable retention schedules. A fully executed copy of Grant Contracts which are signed electronically pursuant to this policy shall be preserved electronically in accordance with the County's regular document storage procedures.

IMPLEMENTATION

The effect of this policy is contingent on its approval by the Tennessee Comptroller's Office.

RESOLUTION NO. 1-26-29

Requested by: Commissioner Bill Petty

**RESOLUTION OF THE WILLIAMSON COUNTY BOARD OF
COMMISSIONERS REQUESTING REVIEW, AMENDMENT, OR REPEAL OF
TENNESSEE'S COMPREHENSIVE GROWTH PLAN (PUBLIC CHAPTER 1101) TO
ADDRESS COUNTY CONCERNS RELATED TO ANNEXATION AND GROWTH
MANAGEMENT**

WHEREAS, on September 1, 1998, the Tennessee State Legislature passed Public Chapter 1101, codified in Tennessee Code Annotated § 6-58-101- 118 known as the *Comprehensive Growth Plan*; and

WHEREAS, the Act sought to address disputes regarding municipal annexation and create coordinated growth planning between counties and municipalities; and

WHEREAS, Public Chapter 1101 required counties and their associated municipalities to jointly adopt growth plans by December 31, 2000, through local coordinating committees, or face sanctions from the state; and

WHEREAS, the growth plans were to identify territory that is reasonably compact yet sufficiently large to accommodate anticipated residential and nonresidential growth over the following twenty (20) years, based on historical experience, economic trends, population growth patterns, and topographical characteristics; and

WHEREAS, municipalities were required to designate *Urban Growth Boundaries (UGBs)* within which they anticipated growth would occur, and were generally restricted to annexing property within those boundaries and contiguous to existing city limits; and

WHEREAS, Public Chapter 1101 was amended in 2014 by Public Chapter 399, eliminating the authority of municipalities to forcibly annex property and instead allowing annexation by request or consent of the property owner(s), provided the property lay entirely within a municipality's UGB; and

WHEREAS, Public Chapter 1101 was again amended in 2017 by Public Chapter 707, allowing municipalities to annex property that is noncontiguous to existing city limits, as long as the property lay entirely within the municipality's UGB; and

WHEREAS, the original intent of Public Chapter 1101 was to reduce conflict between counties and municipalities over annexation and avoid corridor and checkerboard annexations; and

WHEREAS, over the last twenty-five (25) years—and particularly following the 2017 amendment—Public Chapter 1101 has instead contributed to increased conflicts between counties and municipalities regarding annexation practices; and

WHEREAS, the Comprehensive Growth Plan has been used in ways that have enabled noncontiguous and piecemeal annexations that undermine coordinated growth management, fiscal sustainability, and county planning authority; and

WHEREAS, Williamson County has experienced significant residential growth, placing increased demands on county-funded infrastructure, public safety, education, and essential services; and

WHEREAS, municipalities have increasingly utilized the amended provisions of Public Chapter 1101 to expand residential development in ways that impose substantial costs on county services, without adequate county oversight or approval; and

WHEREAS, many rural and unincorporated areas of Williamson County that were included within municipal UGBs established in 2000 have since experienced growth patterns and fiscal impacts not anticipated at the time the UGBs were adopted; and

WHEREAS, the Board of Commissioners finds that these annexations and growth pressures create ongoing fiscal and service burdens on county residents and government; and

WHEREAS, Williamson County's *legislative delegation to the Tennessee General Assembly* includes:

- **Senator Jack Johnson (State Senate District 23)**, representing most of Williamson County; Tennessee General Assembly
- **Representative Gino Bulso (State House District 61)**; and
- **Representative Jake McCalmon (State House District 63)**; and
- **Representative Lee Reeves (State House District 65)**; and
- **Representative Todd Warner (State House District 92)**; and
- **Senator Joey Hensley (State Senate District 28)** (whose district includes portions of the county). Constant Contact

NOW, THEREFORE, BE IT RESOLVED BY THE WILLIAMSON COUNTY BOARD OF COMMISSIONERS:

1. That the Williamson County Board of Commissioners respectfully urges the Tennessee General Assembly and its Williamson County legislative delegation to review Public Chapter 1101 and its subsequent amendments;
2. That the Board requests corrective amendments to Public Chapter 1101 that would provide counties a meaningful voice in municipal annexation decisions, including requiring county approval for all annexations affecting county-provided services;
3. That, as an alternative, the Board urges the General Assembly to fully repeal Public Chapter 1101, which would eliminate provisions that have been detrimental to county planning and fiscal sustainability, and restore annexation requirements to ensure continuity and appropriate county involvement;
4. That the Board believes the most effective remedy is the complete repeal of Public Chapter 1101, which would also remove additional provisions that have proven harmful to counties across the State of Tennessee;
5. That this resolution be forwarded to the Governor of the State of Tennessee, the Speaker of the Tennessee House of Representatives, the Speaker of the Tennessee Senate, and Williamson County's delegation to the Tennessee General Assembly; and
6. That a certified copy of this resolution be made part of the permanent records of Williamson County.



Jeff Whidby
County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

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

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date