

Resolution No. 6-10-1
Requested by: Sheriff's Dept.

**RESOLUTION TRANSFERRING \$8,700 BETWEEN
MAJOR CATEGORIES WITHIN THE
2009-10 W. C. SHERIFF'S DEPARTMENT BUDGET**

WHEREAS, the John I. Easley Criminal Justice Center is responsible for laundry services for the inmates; and,

WHEREAS, the current washer/extractor equipment, which was placed into service in 1988, has become inoperable; and,

WHEREAS, there are funds within the Sheriff's Department budget which can be transferred to cover the costs to replace this equipment;

NOW, THEREFORE, BE IT RESOLVED, that the 2009-10 Sheriff's Departmental Budget be amended to reflect the following transfer between major categories:

TRANSFER FROM:
Sheriff's Department-Gasoline \$ 8,700
(101.54110.425)

TRANSFER TO:
Jail - Other Capital Outlay \$ 8,700
(101.54210.799)

Larry Sengstacker
County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enfcet/Public Safety Cmte. For 4 Against 0
Budget Committee For 5 Against 0

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

Elaine Anderson, County Clerk

Houston Naron, Jr. - Commission Chairman

Rogers C. Anderson - County Mayor

Date

Resolution No. 6-10-2
Requested by: Sheriff's Dept.

**RESOLUTION TRANSFERRING \$100,000 BETWEEN
MAJOR CATEGORIES WITHIN THE
2009-10 W. C. SHERIFF'S DEPARTMENT BUDGET**

WHEREAS, Williamson County is required to provide medical services for inmates while incarcerated at the John I. Easley Criminal Justice Center; and,

WHEREAS, there has been an increase in outside medical services and services (overnight hospital stays); and,

WHEREAS, the year to-date expenditures for inmate medical services are currently exceeding budgeted projections and there are funds within the Sheriff's Department budget which can be transferred to cover the increased costs for these services;

NOW, THEREFORE, BE IT RESOLVED, that the 2009-10 Sheriff's Departmental Budget be amended to reflect the following transfer between major categories:

TRANSFER FROM:
Sheriff's Department-Gasoline \$ 100,000
(101.54110.425)

TRANSFER TO:
Jail - Medical & Dental Services \$ 100,000
(101.54210.340)

Roger Turpin
County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enft/Public Safety Cmte. For 4 Against 0
Budget Committee For 5* Against 0 *As amended- Amend total to \$200,000

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

Elaine Anderson, County Clerk

Houston Naron, Jr. - Commission Chairman

Rogers C. Anderson - County Mayor

Date

Resolution No. 6-10-3
Requested by: Sheriff's Dept.

**RESOLUTION TRANSFERRING \$50,000 FROM THE
2009-10 W. C. SHERIFF'S DEPARTMENT BUDGET
TO THE CAPITAL PROJECTS FUND**

WHEREAS, the John I. Easley Criminal Justice Center has incurred numerous water line breaks which have created substantial water line repair costs; and,

WHEREAS, there are funds within the Sheriff's Department budget which can be transferred to cover the costs of the repairs to the water line;

NOW, THEREFORE, BE IT RESOLVED, that the 2009-10 Sheriff's Department and Capital Projects Fund Budgets be amended, as follows:

TRANSFER FROM:	
Sheriff's Department-Gasoline	\$ 28,000
(101.54110.425)	
Jail - Other Capital Outlay	
(101.54210.799)	<u>22,000</u>
	\$ 50,000

TRANSFER TO:	
Capital Projects	
Criminal Justice Center/Waterline Repairs	\$ 50,000
(171.91130.799.010)	

TRANSFERS IN:	
Capital Projects (171.49800)	\$ 50,000

Derry Larcaster
County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

<u>Law Enfct/Public Safety Cmte.</u>	For <u>4</u>	Against <u>0</u>
<u>Budget Committee</u>	For <u>5</u>	Against <u>0</u>

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

Elaine Anderson, County Clerk

Houston Naron, Jr. - Commission Chairman

Rogers C. Anderson - County Mayor

Date

Resolution No. 6-10-6

Requested by: Library Director

**RESOLUTION APPROPRIATING AND AMENDING THE 2009-10
LIBRARY BUDGET BY \$13,993.89- REVENUES
TO COME FROM MISCELLANEOUS DONATIONS**

WHEREAS, the Williamson County War Memorial Library Foundation has received donations from individuals and organizations which can be utilized for library services and collections; and,

WHEREAS, these funds were not anticipated during the preparation of the current operating budget;

NOW, THEREFORE, BE IT RESOLVED, that the 2009-10 Library Budget be amended, as follows:

REVENUES:

Donations - Memorials/Gifts (101.48610.001)	\$13,493.89
Donations - Friends of the Library (101.48610.003)	<u>500.00</u>
	\$13,993.89

EXPENDITURES

Library Books/Media (101.56500.432.001)	\$ 445.00
Other Supplies & Materials (101.56500.499.001)	<u>13,548.89</u>
	\$13,993.89


Bob Barnwell-County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

<u>Library Board</u>	For <u> </u>	Against <u> </u>
<u>Budget Committee</u>	For <u> 5 </u>	Against <u> 0 </u>

Commission Action Taken: For Against Pass Out

Elaine Anderson, County Clerk

Houston Naron, Jr. - Commission Chairman

Rogers C. Anderson - County Mayor

Date

Resolution No. 6-10-12
Requested by: Budget Director

**RESOLUTION TRANSFERRING FUNDS IN THE AMOUNT OF \$200 BETWEEN
MAJOR CATEGORIES WITHIN THE 2009-2010
RURAL DEBT SERVICE BUDGET**

WHEREAS, Williamson County issued "Build America Bonds" in the fall of 2009; and,

WHEREAS, the anticipated interest on these bonds is exceeding budgeted estimates;

WHEREAS, there are funds within the Rural Debt Service fund which can be transferred to provide funding for said interest;

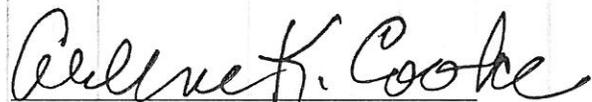
NOW, THEREFORE, BE IT RESOLVED, that the following transfer be made within the 2009-10 Rural Debt Service budget, as follows:

TRANSFER FROM:

Rural Debt-Fiscal Agent Charges \$ 200.00
(152.82330.325)

TRANSFER TO:

Rural Debt-Interest on Bonds \$ 200.00
(152.82230.603)


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee For 5 Against 0

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

Elaine Anderson County Clerk

Houston Naron, Jr. - Commission Chairman

Rogers C. Anderson - County Mayor

Date

(MajXfr-RuralDebtSrv2010)

RESOLUTION NO. 6-10-14
Requested by Budget Director

RESOLUTION DIRECTING REVENUE DESIGNATED FOR ROAD PURPOSES THAT IS COLLECTED FROM THE WILLIAMSON COUNTY BUSINESS TAX THAT EXCEED \$3,400,000 AND FUNDS COLLECTED FROM THE WILLIAMSON COUNTY WHEEL TAX THAT EXCEED \$3,500,000 FOR THE FISCAL YEAR 2009-10 BE RE-DESIGNATED TO THE GENERAL FUND

WHEREAS, *Tenn. Code Ann.* § 67-3-901 requires counties to appropriate funds for road purposes from local revenues sources in an amount not less than the average of the preceding five fiscal years in order to receive their share of the gasoline tax distributions;

WHEREAS, pursuant to previously adopted resolutions, Williamson County appropriates funds for road purposes from, among other sources, its business tax and its motor vehicle tax;

WHEREAS, for the past couple of years, Williamson County has appropriated funds in an amount which exceeds the preceding five fiscal year average;

WHEREAS, it is the intent of Williamson County to continue to appropriate funds for road purposes in the amounts required by *Tenn. Code Ann.* § 67-3-901; and

WHEREAS, in this time of economic strife, the Williamson County Board of Commissioners finds that it is in the best interest of its citizens to re-designate all revenue collected during the fiscal year 2009-10 from the business tax that exceeds \$3,400,000 and revenue collected from the Motor Vehicle Tax that exceed \$3,500,000 to the Williamson County General Fund.

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of County Commissioners, meeting in regular session on this the 8th day of June, 2010, directs that if revenue collected from the Motor Vehicle Tax for the fiscal year 2009-10 and designated for road purposes exceeds \$3,500,000 then the excess revenue shall be re-designated to the Williamson County General Fund;

AND, BE IT FURTHER RESOLVED, that if revenue collected from the Business Tax for the fiscal year 2009-10 and designated for road purposes exceeds \$3,400,000 then the excess revenue shall be re-designated to the Williamson County General Fund.

Cheryl Wilson
County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Highway Commission For 4 Against 0

Tax Committee For 5 Against 0

Budget Committee For 5 Against 0

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

Elaine Anderson, County Clerk

Houston Naron, Jr. - Commission Chairman

Rogers C. Anderson - County Mayor

Date

Resolution No. 6-10-22
Requested by: County Health Director

**RESOLUTION AUTHORIZING THE COUNTY MAYOR TO
ENTER INTO A 2010-11 CONTRACTUAL AGREEMENT
WITH THE STATE OF TENNESSEE FOR \$1,005,900 FOR
LOCAL HEALTH SERVICES**

WHEREAS, grant funds are available for the local health department through the State of Tennessee which can be utilized for operational costs for rural health services; and

WHEREAS, the proposed grant for 2010-11 is for a sum of \$1,005,900 from the State of Tennessee; and

WHEREAS, pursuant to the grant, Williamson County is not required to contribute any funds;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners, meeting in regular session this 14th day of June, 2010, that the funds of \$1,005,900 be accepted by Williamson County and that the County Mayor is hereby authorized to execute the documents necessary to complete this grant contract and any amendments thereto; and,

BE IT FURTHER RESOLVED, that the grant funding will be incorporated into the 2010-11 Health Department budget.


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

<u>Public Health Committee</u>	For <u>5</u>	Against <u>0</u>	Pass <u> </u>	Out <u> </u>
<u>Budget Committee</u>	For <u>5</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>

Elaine Anderson, County Clerk

Houston Naron, Jr. - Commission Chairman

Rogers C. Anderson - County Mayor

Date

Late Filed RESOLUTION NO. 6-10-24
Requested by: Budget Director

**RESOLUTION APPROPRIATING AND AMENDING THE 2009-10
COUNTY ATTORNEY'S BUDGET BY \$10,000 - REVENUES
TO COME FROM UNAPPROPRIATED COUNTY GENERAL FUNDS**

WHEREAS, the project known as the "Laurel Cove Development" located off of Arno Road has gone into foreclosure; and,

WHEREAS, the new owners of the project failed to provide renewed Letters of Credit, to meet the requirements and regulations contained within the Williamson County Subdivision Regulations, securing the required improvements; and,

WHEREAS, in accordance with said Regulations, Williamson County was required to call the bonds on said defaulted project; and,

WHEREAS, said funds have been deposited into interest-bearing accounts, awaiting conclusion of court proceedings; and,

WHEREAS, in an effort to protect the public health, safety and welfare of the citizens of Williamson County, it is advantageous for Williamson County to employ legal counsel with related expertise in commercial foreclosure and bond suits; and,

WHEREAS, said costs were not anticipated within the current fiscal year budget;

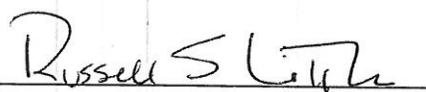
NOW, THEREFORE, BE IT RESOLVED, that the 2009-10 County Attorney's budget be amended, as follows:

EXPENDITURES:

County Attorney-Community Development \$ 10,000
(101.51400.331.004)

REVENUES:

Unappropriated County General
Funds (101.39000) \$ 10,000


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee _____ For 5 Against 0
Commission Action Taken: For ___ Against ___ Pass ___ Out ___

Elaine Anderson, County Clerk

Houston Naron, Jr. - Commission Chairman

Rogers C. Anderson - County Mayor

Date

Resolution No. 6-10-4
Requested by: Highway Superintendent

**RESOLUTION TO ADOPT THE WILLIAMSON COUNTY
RESIDENTIAL NO PARKING POLICY**

- WHEREAS,** recently the Williamson County Highway Department has seen an increase in requests for no parking zones within residential areas; and
- WHEREAS,** the Williamson County Highway Superintendent has determined a policy is needed that will permit individual property owners or homeowner associations to make a request for a no parking area in areas where it is determined a safety concern may exist; and
- WHEREAS,** the Residential No Parking Policy will provide a process in which the Highway Department, Sheriff's Department, and the Engineering Department may review a request to ensure that a no parking zone would be enforceable and would not cause traffic congestion or other safety concerns; and
- WHEREAS,** the Board of Commissioners finds that the adoption of the Residential No Parking Policy is in the best interest of the citizens of Williamson County.

NOW THEREFORE, BE IT RESOLVED, that the Board of Commissioners, meeting in regular session this the 14th day of June, 2010, hereby adopts the attached Residential No Parking Policy to become effective on the date of passage.


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Highway Commission: For 4 Against 0

Law Enf./Public Safety Committee: For 5 Against 0

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

Elaine Anderson County Clerk

Houston Naron, Jr. - Commission Chairman

Rogers C. Anderson - County Mayor

Date

RESIDENTIAL "NO PARKING" SIGN POLICY

Purpose of Program. The purpose of the Residential "No Parking" Program is to address parking problems in specific locations in residential areas. The No Parking restrictions should address identified problems or safety issues and must be approved by both the Williamson County Highway Commission and the Williamson County Engineering Department. Residential no parking zones are not to be used neighborhood-wide, but for recurring incidents creating safety and enforcement concerns.

The program includes the following steps:

1. **Request** – A request to designate a public street, right-of-way or other county road ("County Road") as a residential no parking zone shall be submitted in writing to the County Highway Department Superintendent by a homeowners' association or a homeowner living on the County Road for which the request is being made. Upon receipt of a request, the Highway Superintendent shall provide a petition to be completed by petitioner.

2. **Petition** – The Petitioner making the request for a residential no parking zone designation shall provide a completed petition which must be signed in favor of the residential no parking restriction by at least 80% of the homeowners living on the road or property owners, if property is uninhabited, and 100% of the property owners whose property is contiguous to the zone to be restricted as determined by the Highway Department. In addition, if the zone is within a residential subdivision, 100% of the homeowner's association board members shall sign the petition prior to submission to the County Highway Department.

The petition must include the following provisions and shall meet the following conditions:

- a) A description of the nature of the problem to be remedied by the residential no parking zone, including the specific streets impacted;
- b) A map showing the streets, properties and homes affected by the proposed residential no parking restriction(s);
- c) A notice to all affected homeowners that the no parking restrictions imposed will apply to all vehicles, including residents, regardless of whether or not the affected property owner signs the petition;
- d) A statement that includes signatures of at least 80% of the affected property owners and, should the request be made within a subdivision, 100% of the homeowners' association board members, in favor of the residential no parking restriction as described herein. Only one signature per household will be accepted and accounted toward the 80% approval requirement; and

e) The petition will be valid for a period of 60 days from the date petition is provided by the Highway Department to the petitioner.

3. Highway Department Approval – Upon receipt of a completed petition, Petitioner shall provide the petition to the Williamson County Highway Department, at which time the Highway Department shall initiate its review of the petition and the documentation provided by the petitioner for completeness. After reviewing the petition and documentation, the Highway Superintendent shall determine if the petition is within the requirements of this policy and if deemed appropriate due to concerns regarding roadway or traffic conditions.

4. Engineering Review – If the Highway Department determines the request is practical and enforceable, the County Engineering Department will investigate the request and verify if the requested parking restriction is warranted based on consideration of factors including, but not limited to, safety, traffic flow, potential hardship to affected property owners, availability of alternate parking, feasibility of installation and funding available. The location requested may be modified at the discretion of the Highway Superintendent and the Williamson County Engineer based on the results of their review and investigation.

5. Sheriff Department Review – Prior to forwarding the petition to the County Highway Commission for action, the Highway Superintendent shall contact the Sheriff's Department to request that the Department verify the existence of the stated parking problem and determine whether the residential no parking request is practical and enforceable.

6. Approval – Upon verification by the Sheriff's Department and on recommendation by both the Highway Superintendent and the County Engineer, the completed petition, documentation and any other information which the County Engineer and/or Highway Superintendent deems relevant to the request will be placed on the next available Williamson County Highway Commission Agenda. To be eligible for approval, the Highway Commission shall find that the requirements of this policy have been met and that installation of appropriate signs do not cause an obstruction in the County right-of-way.

7. Installation – Pending approval of the petition by the Highway Commission, necessary signs will be ordered and scheduled for installation. The County will order, install and maintain the signs according to County and State standards.

8. Exceptions – Residential no parking restrictions shall apply to all vehicles, including those owned by residents who either do not sign the request petition or do not agree with the action taken by the Highway Commission. No exceptions will be allowed

for residents, specific users or businesses. Parking permits or private placards to allow parking in a no parking area are not permitted.

9. Removal – Removal of the residential no parking signs may be requested by either a homeowners' association or property owner living on the road in which the signs were installed using the same procedures as described above for installation. However, if it is determined to be necessary to remove the residential no parking signs for safety reasons, the Highway Superintendent is authorized, at his discretion, to remove such signs without notice to the property owners or homeowner's association.

10. Cost – All costs for installation of signs, or for subsequent removal or relocation of these signs at the request of a homeowners' association or property owners will be the responsibility of the homeowners' association or property owners.

11. Effective Date and Implementation – This policy shall become effective on the date of passage, the welfare of the County requiring. The policy shall remain in force unless officially modified or terminated by the majority of the Board of County Commissioners in attendance at a regularly scheduled County Commission Meeting.

Approved:

Chair, Williamson County Highway Commission &
County Mayor

Date

Resolution No. 6-10-5
Requested by: Building Code Director

RESOLUTION TO ADOPT BY REFERENCE THE 2006 INTERNATIONAL BUILDING CODE, THE 2006 INTERNATIONAL MECHANICAL CODE, THE 2006 INTERNATIONAL PLUMBING CODE, THE 2006 INTERNATIONAL ENERGY CONSERVATION CODE, THE 2007 ASHRAE STANDARD 90.1, AND CHAPTER 11 OF THE 2009 INTERNATIONAL RESIDENTIAL CODE AND THEIR AMENDMENTS

WHEREAS, the Tennessee General Assembly adopted the Tennessee Clean Energy Future Act of 2009 ("Act") which becomes effective on July 1, 2010; and

WHEREAS, the Act amended *Tennessee Code Annotated*, Section 68-120-101 et. seq., which now requires local governments to adopt building and energy codes that are current within 7 years unless a county adopts a resolution by a two-thirds vote to opt out of the legislation; and

WHEREAS, the Building Code Director and the Williamson County Planning Commission recommends adoption of the 2006 International Building Code, the 2006 International Mechanical Code, the 2006 International Plumbing Code, the 2006 International Energy Conservation Code, the 2007 ASHRAE Standard 90.1, and Chapter 11 of the 2009 International Residential Code and their amendments ("Codes"); and

WHEREAS, the Williamson County Board of Commissioners adopts said Codes to satisfy the Act and to establish minimum requirements to safeguard the public health, safety and welfare of its citizens; and

WHEREAS, 3 copies of the Codes were filed with the Williamson County Clerk's Office for public use, inspection, and examination; and

WHEREAS, due notice has been published in a newspaper having general circulation in the County, and a public hearing has been conducted; and

WHEREAS, the Board of Commissioners finds that the adoption of the Codes are in the best interest of the citizens of Williamson County.

NOW THEREFORE, BE IT RESOLVED, that the Board of Commissioners, meeting in regular session this the 14th day of June, 2010, hereby repeals the 1997 Edition of the Southern Building Code and its amendments and adopts by reference the following codes and their amendments:

1. 2006 International Building Code;
2. 2006 International Mechanical Code;
3. 2006 International Plumbing Code;
4. 2006 International Energy Conservation Code;
5. 2007 ASHRAE Standard 90.1; and
6. Chapter 11 of the 2009 International Residential Code.

AND BE IT FURTHER RESOLVED, that the provisions of this resolution shall become effective on July 1, 2010.


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Board of Adjustment and Appeals	For <u>4</u> Against <u>0</u>
Budget Committee:	For <u>5</u> Against <u>0</u>
Planning Commission:	For _____ Against _____
Commission Action Taken:	For _____ Against _____ Pass _____ Out _____

Elaine Anderson County Clerk

Houston Naron, Jr. - Commission Chairman

Rogers C. Anderson - County Mayor

Date

Resolution No. 6-10-7
Requested by: County Mayor

**A RESOLUTION TO AMEND THE RULES AND
REGULATIONS PERTAINING TO REGULATION
OF DOGS AND CATS IN WILLIAMSON COUNTY, TENNESSEE**

WHEREAS, the County Commission for Williamson County enacted a resolution for the promulgation of rules and regulations concerning dogs and cats on September 18, 1978; and further amended that resolution on March 19, 2004.

WHEREAS, the need has arisen for amendments to this resolution in order that dogs and cats within the county be effectively regulated;

NOW, THEREFORE, BE IT RESOLVED pursuant to Tenn. Code Ann. § 5-1-120, that the County Commission for Williamson County shall enact amendments to the rules and regulations so that they shall read in their entirety as follows:

I. Terms defined. For the purpose of these rules and regulations, the following words and phrases shall have the meanings respectively ascribed to them by this Section:

- A. "Abandonment" shall mean:
 - 1. leaving a dog or cat for a period in excess of twenty-four (24) hours without providing for someone to feed, water and check on the animal's condition;
 - 2. leaving a dog or cat by a roadside or other area; or
 - 3. leaving a dog or cat on either public or private property without the property owner's consent.
- B. "Animal Control Officer" shall mean the Animal Control Officer and/or Animal Control Department of Williamson County, Tennessee.
- C. "Confined" means securely confined indoors, within an automobile or other vehicle solely for transportation in a humane and safe manner, or confined in a securely enclosed pen or structure or fence, electronic or otherwise, upon the premises of the owner of such animal. Under no circumstances is an electronic or similar fence sufficient to confine a guard dog, an animal in heat or a vicious or dangerous dog. When a dog or cat is transported on public roads in an open air vehicle, truck bed or a vehicle with the windows rolled down, the animal shall be confined or restrained in such a manner that the animal cannot fall or jump out of the vehicle and will not be at risk of injury, entrapment or strangulation.

- D. "Guard Dog" shall mean a dog trained to protect persons or property by attacking or threatening to attack, and which will cease to attack at command.
- E. "Health Officer" shall mean an appropriate designee of the Board of Health of Williamson County, Tennessee.
- F. "Humane" shall mean marked by compassion, kindness, sympathy and consideration for an animal's welfare.
- G. "Leash" shall mean any cord, chain, rope, thong or other device affixed to a dog or cat and used by the owner to restrain the movement of the dog or cat, which cord, chain, rope, thong or other restraining device is no greater than fifteen feet in length.
- H. "Necessary care" shall mean taking action necessary to maintain an animal's health by taking into consideration such factors as its breed, weight, coat and age. It shall include, but not be limited to ensuring that the animal receives veterinary care for illness or to relieve distress from injury, neglect, disease, untreated parasitism, or any malformations. It shall further include necessary effort to maintain the animal's coat and skin in a reasonably healthy condition.
- I. "Necessary food" shall mean food that is not spoiled or contaminated and is of sufficient quantity and quality to allow for normal growth or maintenance of body weight. Food must be provided at least once a day, unless a licensed veterinarian instructs an owner to do otherwise.
- J. "Necessary Shelter" shall mean:
1. A solid structure or enclosure that has a solid roof and floor and four solid sides with an opening that is of adequate size to allow ingress and egress by the animal. A three-sided solid or dome shaped building with a solid roof, such as a garage or tool shed, with a bedding area at the back and meeting other "necessary shelter" standards shall be allowed.

Unsheltered and unprotected boxes, tarps, crates, airline carriers and cardboard boxes are not permitted.

Exception: Although not recommended, stationary barrels with one opening lined with sufficient bedding to protect the animal(s) from the extreme barrel surface temperatures, may be used if all other required necessary shelter standards are met. (See, Sec. J).

2. The shelter must afford sufficient shade and must be sufficient to protect the animal from the elements (including inclement weather and extreme heat and cold), and the opening shall be such as to protect from the wind, rain and snow;
 3. Necessary shelter must also be of sufficient weight to prevent overturning, and of sufficient size to allow each animal to stand upright, turn around and lie down in a natural position; and
 4. A shelter or enclosure is considered unclean when it contains an excessive amount of animal waste and is considered unhealthy when its condition is likely to cause illness or injury to the animal.
- K. "Necessary water" shall mean accessible clean water provided 24 hours a day, 7 days a week, in sufficient quantity to satisfy the animal's needs. Snow and ice are not to be deemed an adequate water source.
- L. "Owner" shall mean any person, firm, business, corporation or other entity having a right of property in either a dog or cat, or who keeps or harbors a dog or cat for a period of at least thirty days, or who has a dog or cat in his care or custody, or who knowingly permits a dog or cat to remain on or about any premises which is owned, rented, and/or leased by such person, firm, business, corporation or other entity.
- M. "Premises" shall mean any real property titled in the name of or held in fee by or rented or leased to the owner of a dog or cat. For purposes of this article, land surrounding apartments, condominiums and mobile home courts shall not be considered premises of the tenant unless such land is owned outright in fee or otherwise, or rented by lease or other rental agreement. Sporting dogs and multiple dogs housed together may be kept at any reasonable location on occupied premises. (See VI.C.4. for required "confinement" standards.) No one dog shall be confined or restrained in a location isolated from daily outdoor activities. Furthermore, no dog, other

than a livestock guard dog or other trained guard dog, shall be kept on any unoccupied premises.

- N. "Restrained" means secured on the premises of the owner using a stationary point or trolley system or, whether on or off the premises, secured by leash or lead under the control of a person physically capable of restraining the animal and/or obedient to that person's commands.
- O. "Running at large" shall mean a dog that is off the premises of the owner and that is not under the control of an owner by leash as defined herein (other than dogs within the confines of an authorized Dog Park.) A dog found on the owner's premises shall be considered to be running at large when the owner is not on the premises and the dog has been cited off the owner's premises by the Animal Control Officer or other law enforcement officer, but has returned to the premises during pursuit by the Animal Control Officer or other law enforcement officer. A dog shall not be considered to be "running at large" when the dog is a hunting dog employed by the owner in hunt and/or chase or in training for hunt and/or chase and, when under such circumstances, accompanied by the owner.
- P. "Sanitary" shall mean an area that is reasonably clean and free of excessive amounts of animal waste or other potentially hazardous waste materials.
- Q. "Stationary Point" shall mean a fixed, unchanging point, such as an anchor or stake in the ground, or a structure or fixture.
- R. "Tree Trolley System" shall mean a tethering system using one tree or other single stationary point which allows the tethered dog to move freely 360 degrees around the tree or other fixed point.
- S. "Vaccination" shall mean the process whereby an animal is immunized against rabies using a vaccine and a technique authorized by State law.
- T. "Vicious dog" shall mean a dog that has bitten (so as to cause serious injury), maimed or killed one or more human beings in one or more unprovoked attacks. A "dangerous dog" shall mean a dog that has bitten

(so as to cause serious injury), maimed or killed one or more other domesticated animals in one or more unprovoked attacks. A dog may also be considered dangerous if it has been trained to attack upon command, signal or reflex and to guard, protect, or patrol premises, including a dog used as an attack, search and security dog for any law enforcement agency.

II. Rabies vaccination and registration required.

- A. It shall be unlawful for any owner to own, keep, harbor or permit to remain on the premises of such owner any dog or cat over six months of age that has not been vaccinated against rabies in accordance with Tenn. Code An. 68-8-101 through 68-8-114, as may be amended from time to time. It is recommended that dogs be vaccinated against rabies between the ages of 3 – 6 months. A certificate of such vaccination shall be issued by a licensed veterinarian duly authorized to administer such a vaccination and such certificate shall be kept by the owner, subject to the inspection of the Animal Control Officer, Health Officer or law enforcement officer.
- B. Standard for vaccination. It shall be the duty of the veterinarian, duly licensed by the State Board of Veterinary Medical Examiners and approved by the Board of Health, to administer such a vaccination and to perform such vaccination in such a manner as meets the standards prescribed by the Health Officer, and the laws of the State of Tennessee.
- C. Dogs to wear rabies tags.
1. It shall be unlawful for any owner to own, keep, harbor or permit to remain on or about the premises of such owner any dog six months of age and older that does not wear a tag evidencing that the dog has been vaccinated in accordance with the provisions of these rules and regulations.
 2. It shall be presumed that any dog not wearing a rabies tag as required herein has not been vaccinated, unless otherwise established. Proof of vaccination, however, shall not relieve an owner of a dog not wearing the required rabies tag from sanction for violation of Section 2 of these rules and regulations.

3. Tags evidencing that a dog has been vaccinated in accordance with the provisions of these rules and regulations shall be obtained from the Animal Control Officer or any agent(s) that he/she may from time to time designate (including duly licensed veterinarians) and pursuant to such requirements as the Animal Control Officer may set forth, including the right to charge a reasonable fee for such rabies tag. Each rabies tag shall contain an individual serial number, the name of the county, and the year of vaccination. In the event that a rabies tag shall be lost, the Animal Control Officer or an appointed agent, on request by the owner, shall issue a duplicate tag, for which the owner may be required to pay a reasonable fee as required by the Animal Control Officer and approved by the Public Health Committee of the Williamson County Board of Commissioners. No refunds shall be available on any rabies tag.
4. The Animal Control Officer shall require that each owner present satisfactory proof that the dog for which a rabies tag is sought has received a vaccination in accordance with the provisions of these rules and regulations.
5. Upon purchasing any rabies tag as herein provided, the owner shall receive a certificate of receipt. Each certificate shall contain the following information: (a) whether the rabies tag is purchased for a dog; (b) the owner's name, address and telephone number; (c) type of breed and color and gender of the dog; (d) date and place of vaccination; (e) serial number on rabies tag issued and (f) date of re-vaccination.
6. It shall be unlawful to transfer a rabies tag, from one dog to another.
7. Any owner moving into Williamson County from out of state shall acquire a Williamson County rabies tag, as herein provided, or be in violation of this Section. An owner moving into Williamson County with a valid rabies tag from another Tennessee county need not obtain a Williamson County tag until the date of expiration of the tag from the other County.
8. A dog that is seized or impounded and is not wearing a rabies tag may be subject to disposition as deemed appropriate by the Animal Control veterinarian (or Director in the absence of the veterinarian) when not claimed by the owner within 7 business days. If such animal is otherwise eligible for adoption, the animal may be placed for adoption upon ensuring that vaccination is current.

III. Running at large prohibited. It shall be unlawful for any owner, as defined herein, or other person who has control or custody over a dog, whether such control or custody shall be temporary or otherwise, to allow a dog to run at large. Any unaltered animal that has been impounded two (2) times within any twelve (12) month period or a total of five (5) times over

any time period, shall be spayed or neutered at the owner's expense prior to release from the shelter.

IV. Cruelty, Abuse & Neglect Prohibited.¹ It shall be a violation of these rules and regulations for any person to:

- A. Torture, maim or grossly overwork an animal;
- B. Intentionally inflict pain or suffering upon an animal. In the case of activities where physical pain is necessarily caused, such as medical, research, food processing, customary and normal veterinary and agricultural husbandry practices, pest elimination, and animal training and hunting, "cruelty" means a failure to employ the most humane method reasonably available.
- C. Fail to provide necessary food, water, care or shelter for an animal in the person's custody;
- D. Abandon an animal in the person's custody. Any animal control officer shall have authority to intervene to provide necessary care for any dog or cat so abandoned or neglected;
- E. Transport or confine an animal in a cruel manner or in an inhumane manner that exposes the animal to extreme heat or cold resulting in physical distress or suffering;
- F. Knowingly tie, tether, or restrain a dog in a manner that results or may reasonably be expected to result in the dog suffering cuts, abrasions, contusions, disfigurement, physical pain, temporary illness or impairment of a bodily member, organ or function; or
- G. Cause an animal to drag any unreasonably heavy object, including but not limited to cinder blocks, heavy weights, bricks, chains, or logs.

¹ Nothing contained herein shall be deemed to limit or impair the ability of the Animal Control Officer to enforce state cruelty and aggravated cruelty laws, and the penalties and enforcement mechanisms outlined herein shall be supplemental to those identified under state law.

V. Vicious/dangerous dogs shall be securely restrained or confined.

- A. It shall be unlawful for any owner, as defined herein, or other person who has control or custody over a dog, whether such control or custody shall be temporary or otherwise, to own, keep, harbor or permit to remain on or about the premises of such owner a vicious or dangerous dog unless such vicious or dangerous dog shall be securely restrained or confined to an area so as to prevent contact with other animals and persons. Any person having control or custody over a vicious or dangerous dog, as stated above, shall obtain approval from the Animal Control Officer as to the adequacy of the restraint or confinement used to secure the vicious or dangerous dog so as to prevent contact with other animals and persons. A vicious or dangerous dog not restrained or confined as provided herein may be seized by the Animal Control Officer or any law enforcement agency for impoundment or confinement.
- B. It shall be unlawful for any owner to own, keep, harbor or permit to remain on or about the premises of such owner a vicious or dangerous animal without posting notice on the premises in an area in plain view to the general public that a vicious or dangerous animal is on the premises.

VI. Restraint & Confinement Regulations. The following shall apply to restraint and confinement of animals on the owner's premises or other premises when used as a primary means of confinement or restraint in any twenty-four hour period.

- A. No person shall allow any animal to remain confined in such a manner as to restrict the animal's ability to move around naturally. While restraint at a stationary point is not preferred, if a dog is so restrained, no person shall allow any dog to remain restrained at a stationary point by way of rope, chain, tether or cord that is less than 15 usable feet in length or that may reasonably result in the animal becoming entangled so as to restrict reasonable movement throughout the day and night. When multiple animals are tethered there shall be sufficient separation to prevent the animals on the chains, tethers or cords from being entangled. This section

shall not apply to the restraint of an animal while the owner or other responsible individual is walking with or accompanying the animal on a leash as defined herein. Unaltered animals may not be tethered, but rather must be confined indoors or in a securely fenced area.

- B. Trolley System. If confining by trolley system, the dog must be restrained by a chain or tether that is at least ten (10) usable feet in length, with swivels on both ends, and is properly attached to a pulley or trolley mounted on a cable which is also at least ten (10) usable feet in length and mounted at least four (4) feet and no more than seven (7) feet above ground level in a manner so as not to interfere or become entangled with objects on the property. The animal must be able to fully lie down with head comfortably on the ground and have enough usable tether/cable to enter and exit necessary shelter head first.
- C. Tree Trolley System. If confining by tree trolley system, the dog will be restrained with a system whereby a loose-fitting cable (preferably vinyl covered steel cable or any smooth material that cannot dry rot or break easily) with a loose-fitting metal ring sliding easily around it is attached seamlessly around a tree. A cable of a minimum of 15 ft. in length is then attached at one end to the metal ring and at the other end to the collar or harness of the dog allowing the dog to move freely around the tree or other fixed point. All other restraint and confinement regulations in Section VI apply.
- D. When any animal is restrained on a rope, chain, tether, cord, trolley system or tree trolley system or confined in any manner:
1. The rope, chain, tether or cord restraining the animal may not be more than one-tenth (1/10) of the body weight of the animal;
 2. A swivel must be located at both ends of the rope, chain, tether or cord (the end attached to stationary object and the end attached to the animal);
 3. The rope, chain, tether or cord must be attached to a properly fitted collar or harness that is commonly

recognized as a pet collar or harness (choke and pinch collars or chains of any kind are prohibited while tethered);

4. The area where the animal is restrained or confined is primarily level ground and said ground must be clear of hazardous substances and clear of objects that may cause the animal to become injured or entangled or cause strangulation. If more than one animal is tethered, the animals must be tethered separately and with sufficient distance from the other so as not to allow the animals or their tethers to become entangled. The area must be of safe distance from a roadway, cliff, or any other location that may endanger the animal's life; and
 5. The system employed shall not allow the animal to go beyond the owner's property.
- E. Confinement. An indoor enclosure or crate is overcrowded unless its area is at least the square of the length of each enclosed or crated animal in inches (from tip of nose to base of tail) plus six (6) inches for each animal confined therein. When a dog/cat is confined outside in a pen or an enclosure, the pen must be a minimum on all sides of four (4) times the length of the dog/cat (head to base of tail) plus space for shelter. See I.J. for "necessary shelter" standards. For each additional dog/cat sharing the pen, a minimum of one additional dog/cat length (using measurement of largest dog/cat) is required for each side.

VII. Unprovoked attack by a dog or cat.

- A. The owner of any dog or cat that attacks by biting, maiming or killing a person shall surrender such dog or cat to seizure, confinement and/or examination, including external examination or submission of the dog or cat to rabies testing, as may be required by the Animal Control Officer, Health Officer and/or any law enforcement authorities.
- B. If a dog or cat is on its own property or on a leash off property and is a victim of an unprovoked attack by a dog or cat, the incident shall be reported to the Animal Control Officer. An Animal Control Officer shall take a report from the owner and from any eye witnesses and shall advise the victim's owner of his/her right to file a complaint in General Sessions

Court for recovery of damages such as veterinary fees, in addition to any citation issued hereunder by the Animal Control Officer. The owner of the attacking animal shall, at a minimum, be cited by the Animal Control officer and be fined \$50.00 for allowing the animal to run at large if the offending animal has attacked a dog or cat on the victim animal's owner's property or while the victim animal was on a leash and the offending animal was not on a leash or was not properly controlled by the owner. Further, the Animal Control Officer may impose appropriate requirements for confinement and control of the dog or cat, including barring a dog from public dog parks if the incident occurred in such a park.

- C. The owner of a dog that bites, maims or kills one or more persons in one or more unprovoked attacks may be required to surrender the animal for destruction pursuant to the procedure defined by state law. The owner of a dog or cat that kills or maims one or more other domesticated animals in one or more unprovoked attacks or the owner of a cat that bites one or more persons may be required to surrender the dog or cat on written order of the Animal Control Officer. An owner may appeal to a court of competent jurisdiction for review of the order of the Animal Control Officer by filing a petition in that court within five days of receipt of the written order issued by the Animal Control Officer.

VIII. Reporting of dog and cat bites.

- A. It shall be unlawful for any owner of a dog or cat, or other person who has control or custody over a dog or cat, whether such control or custody shall be temporary or otherwise, to fail to report to the Animal Control Officer or police department any incident of such dog or cat biting one or more persons, provided that such owner or other person having control or custody over the dog or cat shall have knowledge of or a reasonable basis to know that a biting occurred. "Biting" shall be reported pursuant to this section if the animal's teeth broke the skin of a person.
- B. It shall be unlawful for any person who provides medical treatment to

another for a dog, cat or other warm-blooded animal bite to fail to report the bite to the Animal Control Officer or police department.

IX. Seizure.

- A. Any dog that is not wearing a tag as required by these rules and regulations, or any vicious or dangerous dog not restrained and confined as provided in these rules and regulations, or any dog or cat that has contracted or is suspected of having contracted rabies, or any animal that has been bitten by a dog, cat or other animal that has contracted or is suspected of having contracted rabies, or any dog running at large, as defined herein, or any dog who has killed or damaged livestock, or any dog that has attacked by biting, maiming or killing one or more persons or other animals, or any dog or cat reasonably believed to be in a life-threatening situation (including threats during domestic violence) or to be suffering as a result of cruelty, abuse, neglect or abandonment, may be seized by the Animal Control Officer, and/or any law enforcement agency, and their agents.
- B. Seizure may be accomplished by any means necessary (including the use of a tranquilizer gun) to subdue and seize the animal by the Animal Control Officer, and/or law enforcement agency, and their agents. Such authorities shall also have the authority to exercise the use of a deadly force against any dog or cat or other animal that has contracted or is suspected of having contracted rabies, or that is attacking or threatening to attack by biting, maiming or killing one or more persons or other animals.

X. Impoundment, confinement, and disposition.

- A. Any dog or cat seized pursuant to these rules and regulations may be impounded and/or confined to such areas as prescribed by the Animal Control Officer.
- B. When any dog or cat wearing a tag or other emblem to identify the owner shall be seized and impounded or confined, the Animal Control Officer shall obtain available contact information from the veterinarian who issued

the rabies tag and shall cause notice of such seizure to be sent by registered mail to the owner, such notice to be addressed to the last known mailing address of the owner. Other reasonable attempts to obtain available contact information (including scanning for microchips) and to send notice shall be made. Notice shall provide the reason that the dog or cat has been seized and impounded or confined, and shall state that the owner must appear to claim the dog or cat within seven (7) days subsequent to the date the notice was mailed, and that upon failure to so appear the Animal Control Veterinarian or Director may place for adoption or euthanize the dog or cat. Litters of kittens or puppies that are obviously abandoned may be placed for adoption after three (3) working days at the discretion of the Animal Control Officer. For purposes of this Section, the seven (7) days shall not include Sunday, and shall not include the day of seizure, regardless of the time of day such dog or cat is seized.

- C. If the owner appears to claim or redeem the dog or cat, he shall pay to the Animal Control Officer a fee as established by a fee schedule implemented by the Health Officer and/or Animal Control officer for each day that the dog has been held in impoundment or confinement. The fee schedule shall be uniform in application and may be amended from time to time by the Williamson County Board of Commissioners. On payment of the fee, the dog or cat may be returned to the owner, unless other violations of state law or this resolution (such as failure to vaccinate, neglect or cruelty, etc) cause the Animal Control Officer or other law enforcement offer to conclude that there is good cause for the dog or cat to remain impounded or confined. Should the Animal Control Officer, and Health Officer and/or any law enforcement agencies direct that a dog or cat remain impounded or confined for any period of time after the owner pays the fee referenced above, such direction shall be in writing, stating the reasons therefore, and a copy shall be provided for the owner on request. If charges under state law or this resolution are not brought within ten (10)

days of the owner's payment of the fee, the animal shall be released to owner.

- D. When any dog lacking a tag or other emblem to identify the owner or any cat lacking a means to identify the owner shall be seized and impounded or confined, the Animal Control Officer shall hold such dog or cat for seven (7) days, unless directed by the Animal Control Officer, Health Officer, and/or any law enforcement agency to impound or confine the dog or cat for an additional period of time. For purposes of this Section, the seven (7) days shall not include Sundays and shall not include the day of seizure regardless of the time of day such dog or cat is seized.
- E. At the expiration of the time required by this Section or by the Animal Control Officer, Health Officer and/or law enforcement agency for the impoundment or confinement of a dog or cat, the Animal Control Veterinarian (or Director in the Veterinarian's absence) may place for adoption or humanely euthanize such dog or cat.
- F. The seven-day impoundment or confinement period, as set forth in this resolution, may be waived by the Animal Control Officer and his/her agents when any dog or cat seized is determined to be suffering from an infectious or dangerous disease or is determined to be suffering from an illness or physical injury that requires immediate medical treatment or humane euthanasia. When the seven-day period is waived, the Animal Control Officer shall obtain contact information as described in Section X.B., and shall attempt to contact the owner as stated on the tag or on any other emblem of identification found on the dog or cat by telephone prior to disposition of the dog or cat. In instances where the impoundment or confinement period is waived, the dog or cat involved may be placed for adoption, humanely euthanized or subject to other appropriate placement as determined by the Animal Control Veterinarian (or Director in the Veterinarian's absence), consistent with applicable law and policy.

G. Any dog or cat that has contracted rabies or that is suspected of having contracted rabies or that has attacked by biting, maiming, or killing one or more persons shall be impounded or confined subject to the directions and orders regarding the place of impoundment or confinement, the care, custody, treatment, observation, examination, and disposition of such dog or cat as issued by the Animal Control Officer, Health Officer and/or any law enforcement agency.

XI. Dog Fighting Prohibited.

- A. No person shall possess, harbor, or maintain care or custody of any dog for the purpose of dog fighting, nor shall any person train, torment, badger, bait, or use any dog for the reason of causing or encouraging the dog to attack human beings or domestic animals.
- B. No person shall permit a dog fight to take place upon his premises or premises within his control.
- C. No person shall knowingly be a spectator at a dog fight.
- D. Any dog found on the premises of the dog fight or in the immediate vicinity shall be impounded.

XII. Nuisance prohibited. It shall be unlawful for an owner to keep, harbor, or permit to remain on or about the premises of such owner any dog that by frequent and persistent barking, howling or whining disturbs the peace of individuals in the immediate neighborhood. It shall further be unlawful for an owner to permit his premises to become a threat to public health by reason of such owner's keeping or harboring of any animal. For the purpose of this Section, a premise shall be deemed a threat to public health when the owner shall fail to remove the remains of dead animals or shall fail to remove fecal material of animals resulting in the creation of a harborage for rats or other carriers of contagious diseases, or resulting in an offensive odor. An Animal Control Officer shall take a report from the caller and other concerned parties and shall recommend possible solutions and advise of the right to file a complaint in General Sessions Court, in addition to any citation issued hereunder by the Animal Control Officer.

XIII. Confinement of unaltered female dogs and cats in season. It shall be unlawful for any owner of a dog or cat, as defined herein, or any other person having control or custody over a

dog or cat, whether such control or custody be temporary or otherwise to fail to confine an unaltered female dog or cat in an enclosed area during the time such dog or cat is in season or in heat. The confinement shall be for a period of twenty-four (24) days in such a manner that will prevent the unaltered female dog or cat from leaving the confined area and shall be sufficient to prevent the unaltered female dog from being reached by any male dogs, except for planned breeding. When exercised, the animal shall be properly leashed. Any unaltered female dog or cat not so confined may be impounded by the Animal Control Officer, and/or law enforcement agency. Dogs or cats impounded two (2) times or more due to improper or inadequate confinement while in season must be spayed at the owner's expense prior to release from the Animal Control facility.

XIV. Disposition of dead dogs and cats. Persons who own, keep, or harbor dogs or cats shall be required to dispose of such dog or cat remains in a proper and lawful manner upon the death of such animal.

XV. Interference with or violation of orders issued by the Animal Control Officer, Health Officer or any law enforcement agency. It shall be unlawful for any person to interfere with or hinder, or to harass, verbally or physically, any Animal Control Officer, Health Officer, or any law enforcement agency while such officers are in the performance of their duties prescribed in accordance with these rules and regulations. It shall further be unlawful for any person to violate any orders issued by the Animal Control Officer, Health Officer, or any law enforcement agency regarding the seizure, impoundment, or confinement of a dog or cat as provided herein.

XVI. Violations-penalty. In addition to all applicable remedies and penalties under State law, any person found in violation of any of the provisions of these rules and regulations shall be guilty of a misdemeanor and shall be fined fifty (\$50.00) dollars per violation. Each day that a violation exists shall constitute a separate offense under this provision. Each animal affected by a violation shall also constitute a separate offense. Payment of the fine without curing the violation shall not constitute compliance. Further, where authorized hereunder, such person may be subject to forfeiture of the animal(s). At the discretion of the Animal Control

Officer, first offenders may be permitted to attend a designated course on animal care and custody in lieu of being cited for violation.

All fines collected shall be designated for the Williamson County Animal Control budget to further the health and welfare of animals and education of the public related to animal health and welfare.



County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

<u>Animal Control Task Force</u>	For <u>17</u>	Against <u>0</u>
<u>Public Health Committee</u>	For <u>5</u>	Against <u>0</u>

COMMISSION ACTION TAKEN: For _____ Against _____ Pass _____ Out _____

Elaine Anderson, County Clerk

Houston Naron, Jr., Commission Chairman

Rogers Anderson, County Mayor

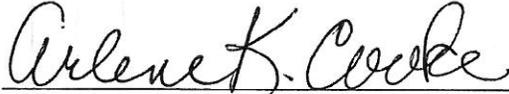
Date

(AnimalControlTaskForceRecdtn)

Resolution No. 6-10-8
Requested by: County Mayor

**RESOLUTION AUTHORIZING
THE WILLIAMSON COUNTY MAYOR
TO ENTER INTO A CONTRACTUAL AGREEMENT
WITH STAR PHYSICAL THERAPY FOR THE PROVISION
OF PROFESSIONAL HEALTHCARE SERVICES FOR HEALTH
INSURANCE BENEFITS**

WHEREAS, Williamson County is a governmental entity of the State of Tennessee; and,
WHEREAS, Williamson County administers a self-insured health insurance program for County employees; and,
WHEREAS, Williamson County desires to enter into a contract with Star Physical Therapy for the provision of physical therapy professional services administered to county employees who are insured by the County's health insurance program; and,
WHEREAS, said healthcare services as outlined in the contract would be provided at a discounted rate to Williamson County Government; and,
WHEREAS, Williamson County desires to grant the County Mayor the authority to enter into a contract with Star Physical Therapy, as provided in the contract included herewith.
NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners, meeting in regular session, this the 14th day of June, 2010, hereby authorizes the County Mayor to execute a contract and any future documents, amendments, or addendums with Star Physical Therapy for said healthcare services.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Purchasing and Insurance Committee For 4 Against 0
Budget Committee For 5 Against 0

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

Elaine Anderson, County Clerk

Houston Naron, Jr. - Commission Chairman

Rogers C. Anderson - County Mayor

Date

AGREEMENT FOR PROFESSIONAL HEALTHCARE SERVICES FOR INJURIES FOR PATIENTS COVERED UNDER THE COUNTY'S SELF INSURED HEALTHCARE PLAN

THIS 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 **STAR PHYSICAL THERAPY**, ("Star"), located at 263 Seaboard Lane, Suite 200, Franklin, Tennessee, 37067 for professional healthcare services.

This Agreement incorporates the following affidavits by reference and made a part hereof:

1. Fair Employment Affidavit

Quotation marks and capital letters are not part of the defined terms.

**ARTICLE I
SCOPE OF DUTIES**

- A. Services to be provided by Star:
1. **Rehabilitation Services:** Physical Therapy and Occupational Therapy services will be provided by Star at Star Clinics as needed by County employees for injuries or conditions that are covered under the County's self insured healthcare plan ("Services").
- B. Services provided by or arranged by Star shall be delivered by professional personnel qualified by licensure, training, or experience to discharge their responsibilities and operate their facilities in a manner that complies with generally accepted standards in the healthcare industry.
- C. Star represents that it, and each of its physicians, is and shall remain licensed and registered to practice medicine and, if applicable, the legal entity is registered and in good standing with the State of Tennessee.
- D. Star shall provide the County immediate written notice should any of Star's physicians suffer a loss or suspension of medical license, a final unappealable loss of medical staff privileges for reasons that would require reporting to the National Practitioner Data Bank pursuant to the requirements of the Health Care Quality Improvement Act of 1986, or a conviction of a felony. Upon receiving notice and if Star fails to terminate the physician, the County may, at its complete discretion, terminate this Agreement immediately. Termination under this section shall not relieve Star, its employees, subcontractors, physicians, or agents of any liability or release Star of its contractual obligations to the County.
- E. Star shall be responsible for selecting and hiring its staff and the right to control the conduct of their work. Nothing herein shall limit Star's ability to offer services to other entities.

**ARTICLE II
TERM AND TERMINATION**

A. **Term.** The Term of this Agreement shall extend from July 1, 2010 to June 30, 2011. This Agreement may be extended for 4 additional terms of 1 year each, The option to extend shall be exercised and in the discretion of the parties. To be effective, any extension must be approved by the County's Attorney and the Department of Finance and signed by the County Mayor. In no event shall the term of this Agreement, including extensions, exceed 5 years.

B. **Termination.**

1. **Termination - Breach.** Should either party fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the material terms of this Agreement, then the non-breaching party shall have the right to immediately terminate this Agreement should the breaching party fail to cure the breach after receiving 10 days' written notice from the non-breaching party. Such termination shall not relieve the breaching party of any liability to the non-breaching party for damages sustained by virtue of any breach.

2. **Termination - Funding.** Should funding for the Services be discontinued, County shall have the right to terminate this Agreement immediately upon written notice to Star.

3. **Termination - Notice.** Either party may terminate this Agreement at any time upon the provision of 30 days' written notice to the other party.

4. **Termination - Bankruptcy.** County may terminate this Agreement if Star, or any successor or assignee of Star, 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 Star, or if a receiver or trustee shall be appointed for all or substantially all of the property of Star, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within 60 days after the institution or appointment.

ARTICLE III PRICING GUARANTEE

For the satisfactory provision of physical therapy and occupational therapy services provided at Star Clinics, Star will be paid for services based on the Fee Schedule identified in Addendum A. The patient fee for services for county employees covered under the County's self insured program shall not exceed \$100.00 per visit. Star agrees that the fees provided in Addendum A shall not be increased unless agreed by the parties by execution of an amendment to this Agreement. There will be no other charges or fees for the performance of this Agreement. Unless fees are disputed by the County, all payments by Williamson County shall be made within 30 days of receipt of invoice.

ARTICLE IV INSURANCE

A. Unless such claims arise out of the negligence of the County, its employees, officers, or agents and without limiting its liability under this Agreement, Star will procure and maintain at its expense during the life of this Agreement any/all applicable insurance types and in the minimum amounts stated as follows:

1. Professional Services Liability in a minimum amount of \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate.
2. Workers' Compensation Insurance in a minimum amount as prescribed by Tennessee Law.

B. Star's policy will name Williamson County Government as an "Additional Insured with respect to this Agreement for Services." The insurance will be written by a company or companies licensed to do business in the State of Tennessee and satisfactory to Williamson County Government Risk Management. Before commencing any services hereunder, a Certificate of Insurance evidencing the maintenance of said insurance will be furnished to Williamson County Government Risk Management and will contain the following statement: "The insurance evidenced by this Certificate will not be cancelled or altered except with written consent by and between the Insured and Additional Insured named within the insurance contract."

C. All subcontractors will be required to procure and maintain during the entire period in which the subcontractor is providing services, the identical insurance required of Star and comply with all provisions of this Article.

ARTICLE V INDEMNIFICATION AND HOLD HARMLESS

A. Unless such claims arise out of the negligence of the County and are not covered by its governmental immunity, Star shall indemnify and hold harmless Williamson County, its officers, agents and employees from:

1. Any claims, damages, costs and reasonable attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Star, its physicians, officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the Agreement;
2. Any claims, damages, penalties, costs and reasonable attorney fees arising from any failure of Star, its physicians, officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws including, but not limited to, labor laws and minimum wage laws; and

3. Any claims, damages, penalties, costs and reasonable attorney fees arising from any action brought against Williamson County by any of Star's physicians, officers, employees and/or agents arising out of any injury incurred by such physician, officer, employee and/or agent in the course of the performance of this Agreement, regardless of the cause of such injury.
- B. Star shall pay Williamson County any expenses incurred as a result of Star's failure to fulfill any obligation in a professional and timely manner under this Agreement.
- C. Williamson County cannot and will not indemnify, defend or hold harmless in any fashion Star from any claims arising from any failure, regardless of any language in any attachment or other document that Star may provide.

ARTICLE VI AUDIT PROVISION

Upon reasonable prior written notice, during normal business hours at Star's principal business office, Williamson County shall have the right to inspect Star's financial records used to calculate the charges for any healthcare services provided to County's employees under this Agreement. Any such audit shall take place within 3 years from the date the payment was made to Williamson County, after which period any such payment shall be considered final, with the exception of those involving fraud. Upon the completion of any such audit conducted by Williamson County, Williamson County shall provide to Star a final audit report, which sets forth Williamson County's findings in detail, including any and all substantiating evidence. Star shall have 30 days from the receipt of the audit report to provide Williamson County with a written response to the audit report, including any substantiating evidence. Should it be determined that Star has received fees which it was not entitled to or failed to provide the required pricing guarantee, then Star shall refund the amount to Williamson County immediately. Williamson County shall bear the expense of any inspection or audit of Star's books and records.

ARTICLE VII DEFAULT

- A. In addition to the other default events, each of the following events shall constitute a default or breach of this Agreement by Star:
 1. Star, or any successor or assignee of Star, 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.
 2. If involuntary proceedings under any bankruptcy laws or insolvency act shall be instituted against Star, or if a receiver or trustee shall be appointed for all or substantially all of the property of Star, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within 60 days after the institution or appointment.
 3. If Star fails to perform or comply with any of the conditions of this Agreement and continues in its failure for 10 days after notice is given by the County to Star describing the condition requiring performance or compliance.
 4. If Star fails to comply with all federal, state and local governmental laws, rules and regulations.

ARTICLE VIII ETHICAL VIOLATIONS

- A. Contingent Fees. Star hereby represents that Star has not been retained or retained persons to solicit or secure a Williamson County Government contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.
- B. Gratuities and Kickbacks. Star understands and agrees that it shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former

employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to a contract or subcontract or to any solicitation or proposal therefor. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of Star, a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order.

ARTICLE IX MISCELLANEOUS

- A. Resolution by Court of Law; Non-binding Mediation. 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. The parties can agree to non-binding mediation prior to litigation.
- B. Choice of Law. The validity, construction and effect of this Agreement and any and all extensions and/or modifications thereof shall be exclusively governed by the laws of the State of Tennessee.
- C. Venue. Any action between the parties arising from this Agreement shall be exclusively maintained in the courts of Williamson County, Tennessee. Any language specifying any other venue included anywhere in this Agreement is deleted.
- D. Notices:
1. Delivery. Except as otherwise provided herein, any notice or other communication between the parties hereby 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.
 2. Receipt. Communications shall be deemed received, if by mail, on the earlier of receipt or the third calendar day after deposit in the mail with postage prepaid; if by courier, when delivered as evidenced by the courier's records; if by facsimile, upon confirmation of receipt by the sending telecopier; and if by electronic mail, when first available on the recipient's mail server. If received on a day other than a business day, or on a business day but after 4:30 p.m., recipient's local time, the communication will be deemed received at 9:00 a.m. the next business day.
 3. Addresses:
 - a. If to County: Williamson County, Tennessee
1320 West Main Street, Suite 125
Franklin, TN 37064
 - b. If to Star: STAR Physical Therapy
Attention: Marty Blair
263 Seaboard Lane, Suite 200
Franklin, TN 37067
- E. Assignment. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. Assignment of this Agreement or any of the rights and obligations of Star hereunder, in whole or in part, requires the prior written consent of County. Any such assignment shall not release Star from its obligations hereunder without the express written consent of County.
- F. Tennessee Open Records Act. Star understands that County is subject to the Tennessee Open Records Act which requires the County to provide requested documents to members of the public or press including, but not limited to, a copy of this Agreement. Compliance by County with the Open Records Act shall not be a breach of this Agreement.
- G. Severability. Should any court of competent jurisdiction declare any provision of this Agreement invalid, then such provision shall be severed and shall not affect the validity of the remaining provisions of this Agreement.

H. Entire Agreement. The complete understanding between the parties is set out in this Agreement, and this Agreement supersedes and voids all prior and contemporaneous understandings, proposals, letters, agreements, or conditions expressed or implied, oral or written, except as herein contained. Any amendment, modification, waiver, or discharge of any requirement of this Agreement will not be effective unless in writing signed by the parties hereto or by their authorized representatives.

I. Employment Practices. Star shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex or which is in violation of applicable laws concerning the employment of individuals with disabilities. Star agrees to execute the Fair Employment Affidavit included herewith evidencing Star's compliance of this policy,

J. 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 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.

K. Anti-Deficiency Clause. Nothing contained in this Agreement shall be construed as binding the County to expend any sum in excess of appropriations made by its Legislative Body for the purposes of this Agreement, or as involving the County in any contract or other obligation for the further expenditure of money in excess of such appropriations.

L. 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.

M. Effective Date. This Agreement shall not be binding upon the parties until it has been signed first by Star and then by the authorized representatives of Williamson County government and has been filed in the office of the Williamson County Mayor. When it has been so signed and filed, this Agreement shall be effective as of the date written below.

Last Item On Page.

Affidavit and Signature Page follows.

FAIR EMPLOYMENT PRACTICES AFFIDAVIT

State of _____ County of _____

Fair Employment Practices Affidavit: After first being duly sworn according to law, the undersigned (Affiant) states that he is familiar with the employment policies of Star and is the _____ of Star. Affiant states that by Star's employment policy, standards, and practices Star does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal, or laying off of any individual due to his/her race, creed, color, national origin, age, or sex, and that Star is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

And Further Affiant sayeth not:

By: _____

Title: _____

Address: _____

Sworn to and subscribed before me on this _____ day of _____, 20____.

Notary Public
My commission expires: _____

IN WITNESS WHEREOF, the parties, through their authorized representatives, have affixed their signatures below.

WILLIAMSON COUNTY:

STAR PHYSICAL THERAPY:

County Mayor

By: _____

Purchasing Agent:

Title: _____

RECOMMENDED:
Department Head

Sworn to and subscribed to before me, a Notary Public, this _____ day of _____, 20____, by _____, the _____ of Star and duly authorized to execute this instrument on Star's behalf.

Department:

Notary Public
My Commission Expires

APPROVED AS TO AVAILABILITY OF FUNDS:

Director of Finance

APPROVED AS TO INSURANCE:

Director of Insurance

APPROVED AS TO FORM AND LEGALITY;

Williamson County Attorney

FILED IN THE OFFICE OF THE WILLIAMSON COUNTY MAYOR:

Date: _____

Ammendment-A

Williamson County Fee Schedules
Effective 05-24-10

CODE	DESCRIPTION	2010 Tennessee Work Comp Fee Schedule	Williamson Co Work Comp Fee Schedule	Williamson Co Commercial Fee Schedule
97001	PT evaluation	\$86.18	\$74.61	\$71.06
97002	PT re-evaluation	\$46.42	\$37.79	\$35.99
97003	OT evaluation	\$92.30	\$74.68	\$71.12
97004	OT re-evaluation	\$53.92	\$42.90	\$40.86
97010	Hot or cold packs therapy	\$0.00	\$0.00	\$0.00
97012	Mechanical traction therapy	\$18.01	\$14.44	\$13.75
97014	Elec stim other than wound	\$18.01	\$14.44	\$13.75
G0283	Elec stim other than wound	\$14.38	\$14.44	\$13.75
97016	Vasopneumatic device therapy	\$18.95	\$14.84	\$14.13
97018	Paraffin bath therapy	\$9.71	\$7.65	\$7.28
97022	Whirlpool therapy	\$21.84	\$16.05	\$15.28
97024	Diathermy eg, microwave	\$6.79	\$5.26	\$5.01
97026	Infrared therapy	\$5.95	\$4.92	\$4.69
97028	Ultraviolet therapy	\$7.71	\$6.03	\$5.74
97032	Electrical stimulation	\$20.09	\$16.30	\$15.52
97033	Electric current therapy	\$30.55	\$22.06	\$21.01
97034	Contrast bath therapy	\$18.67	\$14.76	\$14.06
97035	Ultrasound therapy	\$14.50	\$12.03	\$11.46
97036	Hydrotherapy	\$32.16	\$24.95	\$23.76
97039	Physical therapy treatment	N/A	\$0.00	\$0.00
97110	Therapeutic exercises	\$34.67	\$28.08	\$26.74
97112	Neuromuscular reeducation	\$36.21	\$29.29	\$27.89
97113	Aquatic therapy/exercises	\$42.97	\$34.15	\$32.52
97116	Gait training therapy	\$30.72	\$24.77	\$23.59
97124	Massage therapy	\$28.00	\$22.52	\$21.44
97139	Physical medicine procedure	N/A	\$0.00	\$0.00
97140	Manual therapy	\$32.51	\$26.47	\$25.21
97150	Group therapeutic procedures	\$22.26	\$17.74	\$16.90
97530	Therapeutic activities	\$37.13	\$30.08	\$28.65
97532	Cognitive skills development	\$30.04	\$24.60	\$23.43
97533	Sensory integration	\$32.55	\$26.31	\$25.05
97535	Self care mngmt training	\$37.18	\$29.76	\$28.34
97537	Community/work reintegration	\$33.42	\$27.03	\$25.74
97542	Wheelchair mngmt training	\$33.84	\$27.37	\$26.07
97545	Work hardening		\$0.00	\$0.00
97546	Work hardening add-on		\$0.00	\$0.00
97597	Active wound care/20 cm or <	\$73.16	\$57.15	\$54.43
97598	Active wound care > 20 cm	\$91.05	\$71.04	\$67.66

CODE	DESCRIPTION	2010 Tennessee Work Comp Fee Schedule	Williamson Co Work Comp Fee Schedule	Williamson Co Commercial Fee Schedule
97602	Wound(s) care non-selective		\$0.00	
97605	Neg press wound tx, < 50 cm	\$44.43	\$34.85	\$33.19
97606	Neg press wound tx, > 50 cm	\$47.72	\$37.34	\$35.56
97750	Physical performance test	\$35.79	\$28.97	\$27.59
97755	Assistive technology assess	\$41.51	\$33.78	\$32.17
97760	Orthotic mgmt and training	\$39.55	\$31.93	\$30.41
97761	Prosthetic training	\$35.37	\$28.63	\$27.27
97762	C/o for orthotic/prosth use	\$41.76	\$32.21	\$30.68
64550	Apply neurostimulator	\$17.71	\$14.30	\$13.62
90901	Biofeedback train, any meth	\$41.04	\$33.15	\$31.57
29086	Apply finger cast	\$77.25	\$62.39	\$59.42
29105	Apply long arm splint	\$92.21	\$74.48	\$70.93
29125	Apply forearm splint	\$71.98	\$58.14	\$55.37
29126	Apply forearm splint	\$83.02	\$67.05	\$63.86
29130	Application of finger splint	\$44.23	\$35.72	\$34.02
29131	Application of finger splint	\$54.86	\$44.31	\$42.20
29200	Strapping of chest	\$58.46	\$47.22	\$44.97
29240	Strapping of shoulder	\$63.71	\$51.46	\$49.01
29260	Strapping of elbow or wrist	\$55.82	\$45.09	\$42.94
29280	Strapping of hand or finger	\$54.12	\$43.71	\$41.63
29515	Application lower leg splint	\$76.74	\$61.98	\$59.03
29530	Strapping of knee	\$56.75	\$45.83	\$43.65
29540	Strapping of ankle and/or ft	\$46.33	\$37.42	\$35.64
29580	Application of paste boot	\$57.07	\$46.10	\$43.90

Other Provisions

- 1) Commercial Visits will be the lesser of proposed Commercial Fee Schedule or a maximum of \$100 per Visit
- 2) Work Comp Visits will be the lesser of proposed Work Comp Fee Schedule or a maximum of \$105 per Visit
- 3 Work Comp Special Services will be at the following rates:
 - a) Fuctional Capacity Evaluations (FCE) including report: \$485
 - b) Work Conditioning (CPT Code 97545): \$180
 - c) Work Conditioning (CPT Code 97546): \$85
- 4) All Athletic Training Services provided through Williamson County Parks & Recreation will be at No Charge.

Resolution No. 6-10-9
Requested by: County Mayor

FILED 5/26/10
ENTERED 10:15 a.m.
ELAINE ANDERSON, COUNTY CLERK

**RESOLUTION AUTHORIZING
THE WILLIAMSON COUNTY MAYOR
TO ENTER INTO A CONTRACTUAL AGREEMENT
WITH STAR PHYSICAL THERAPY FOR THE PROVISION
OF TRAINERS AT VARIOUS PARKS AND RECREATION FACILITIES**

WHEREAS, Williamson County is a governmental entity of the State of Tennessee; and,

WHEREAS, Williamson County operates parks and recreational facilities located throughout the County; and,

WHEREAS, Williamson County desires to enhance health care services for the physically active by partnering with Star Physical Therapy to provide athletic trainers on-site at various locations; and,

WHEREAS, said trainers would provide limited physical therapy, injury evaluation and treatment with related counseling on an as-needed basis; and,

WHEREAS, Williamson County desires to grant the County Mayor the authority to enter into an agreement with Star Physical Therapy, said services to be provided at no charge to Williamson County Government, as provided in the agreement included herewith.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners, meeting in regular session, this the 14th day of June, 2010, hereby authorizes the County Mayor to execute a contract and any future documents, amendments, or addendums with Star Physical Therapy for said health care services.


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Purchasing and Insurance Committee For 4 Against 0
Budget Committee For 5 Against 0
Parks & Recreation Committee For Against

Commission Action Taken: For Against Pass Out

Elaine Anderson, County Clerk

Houston Naron, Jr. - Commission Chairman

Rogers C. Anderson - County Mayor

Date

AGREEMENT FOR PROFESSIONAL ATHLETIC TRAINING SERVICES

THIS 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 **STAR PHYSICAL THERAPY**, ("Star"), located at 263 Seaboard Lane, Suite 200, Franklin, Tennessee, 37067 for professional athletic training services.

This Agreement incorporates the following affidavits by reference and made a part hereof:

1. Fair Employment Affidavit

Quotation marks and capital letters are not part of the defined terms.

ARTICLE I SCOPE OF DUTIES

- A. Services to be provided by Star:
1. Athletic Training Services: Athletic Training Services, ("Services"), will be coordinated through Williamson County Parks & Recreation (WCPR). Timing and provision of Services shall be mutually agreed to by both parties and shall include:
 - a. Regularly scheduled Injury Assessments;
 - b. The provision of programs concerning specific injury prevention (swimming, running, tennis, golf, weight-lifting, fall prevention, etc.);
 - c. Instruction for strengthening and range of motion provided by Star's employees and coordinated with WCPR personal training staff;
 - d. The provision of seminars on current topics such as sports nutrition, dangers of performance enhancing substances, concussions, arthritis, etc.
 2. Star shall coordinate with WCPR for the provision of coverage of specific WCPR events and the provision of a Trainer "on call" provided by Star for WCPR leagues.
- B. All Services provided by or arranged by Star shall be delivered by professional personnel qualified by licensure, training, or experience to discharge their responsibilities in a manner that complies with generally accepted standards in the industry.
- C. Star shall be responsible for selecting and hiring its staff and the right to control the conduct of their work. Nothing herein shall limit Star's ability to offer services to other entities.

ARTICLE II TERM AND TERMINATION

A. **Term.** The Term of this Agreement shall extend from July 1, 2010 to June 30, 2011. This Agreement may be extended for 4 additional terms of 1 year each. The option to extend shall be exercised and in the discretion of the parties. To be effective, any extension must be approved by the County's Attorney for form and the Department of Finance and signed by the County Mayor. In no event shall the term of this Agreement, including extensions, exceed 5 years.

B. **Termination.**

1. **Termination - Breach.** Should either party fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the material terms of this Agreement, the non-breaching party shall have the right to immediately terminate this Agreement upon providing the breaching party with 10 days' notice to cure the breach. Such termination shall not relieve the breaching party of any liability to the non-breaching party for damages sustained by virtue of the breach.
2. **Termination - Funding.** Should funding for the Services be discontinued, County shall have the right to terminate this Agreement immediately upon written notice to Star.
3. **Termination - Notice.** Either party may terminate this Agreement at any time upon the provision of 30 days' written notice to the other party.
4. **Termination - Bankruptcy.** County may terminate this Agreement if Star, or any successor or assignee of Star, 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 Star, or if a receiver or trustee shall be appointed for all or substantially all of the property of Star, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within 60 days after the institution or appointment.

ARTICLE III INSURANCE

A. Without limiting its liability under this Agreement, Star will procure and maintain at its expense during the life of this Agreement any/all applicable insurance types and in the minimum amounts stated as follows:

1. Professional Services Liability in a minimum amount of \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate.
2. Workers' Compensation Insurance in a minimum amount as prescribed by Tennessee Law.

B. Star's policy will name Williamson County Government as an "Additional Insured with respect to this Agreement for Services." The insurance will be written by a company or companies licensed to do business in the State of Tennessee and satisfactory to Williamson County Government Risk Management. Before commencing any services hereunder, a Certificate of Insurance evidencing the maintenance of said insurance will be furnished to Williamson County Government Risk Management and will contain the following statement: "The insurance evidenced by this Certificate will not be cancelled or altered except with written consent by and between the Insured and Additional Insured named within the insurance contract."

C. All subcontractors will be required to procure and maintain during the entire period in which the subcontractor is providing services, the identical insurance required of Star and comply with all provisions of this Article.

ARTICLE IV INDEMNIFICATION AND HOLD HARMLESS

A. Unless such claim arises out of the negligence of the County, its employees, officers, or agents and is not covered by its governmental immunity, Star shall indemnify and hold harmless Williamson County, its officers, agents and employees from:

1. Any claims, damages, costs and reasonable attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Star, its physicians, officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the Agreement;
2. Any claims, damages, penalties, costs and reasonable attorney fees arising from any failure of Star, its physicians, officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws including, but not limited to, labor laws and minimum wage laws; and
3. Any claims, damages, penalties, costs and reasonable attorney fees arising from any action brought against Williamson County by any of Star's physicians, officers, employees and/or agents arising out of any injury incurred by such physician, officer, employee and/or agent in the course of the performance of this Agreement, regardless of the cause of such injury.

B. Star shall pay Williamson County any expenses incurred as a result of Star's failure to fulfill any obligation in a professional and timely manner under this Agreement.

C. Williamson County cannot and will not indemnify, defend or hold harmless in any fashion Star from any claims arising from any failure, regardless of any language in any attachment or other document that Star may provide.

ARTICLE V DEFAULT

A. In addition to the other default events, each of the following events shall constitute a default or

breach of this Agreement by Star:

1. Star, or any successor or assignee of Star, 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.
2. If involuntary proceedings under any bankruptcy laws or insolvency act shall be instituted against Star, or if a receiver or trustee shall be appointed for all or substantially all of the property of Star, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within 60 days after the institution or appointment.
3. If Star fails to comply with all federal, state and local governmental laws, rules and regulations.

ARTICLE VI ETHICAL VIOLATIONS

- A. Contingent Fees. Star hereby represents that Star has not been retained or retained persons to solicit or secure a Williamson County Government contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.
- B. Gratuities and Kickbacks. Star understands and agrees that it is a breach of ethical standards for any person or entity to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to a contract or subcontract or to any solicitation or proposal therefor. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of Star, a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order.

ARTICLE VII MISCELLANEOUS

- A. Resolution by Court of Law; Non-binding Mediation. 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. The parties can agree to non-binding mediation prior to litigation.
- B. Choice of Law. The validity, construction and effect of this Agreement and any and all extensions and/or modifications thereof shall be exclusively governed by the laws of the State of Tennessee.
- C. Venue. Any action between the parties arising from this Agreement shall be exclusively maintained in the courts of Williamson County, Tennessee. Any language specifying any other venue included anywhere in this Agreement is deleted.
- D. Notices:
1. Delivery. Except as otherwise provided herein, any notice or other communication between the parties hereby 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.
 2. Receipt. Communications shall be deemed received, if by mail, on the earlier of receipt or the third calendar day after deposit in the mail with postage prepaid; if by courier, when delivered as evidenced by the courier's records; if by facsimile, upon confirmation of receipt by the sending telecopier; and if by electronic mail, when first available on the recipient's mail server. If received on a day other than a business day, or on a business day but after 4:30 p.m., recipient's local time, the communication will be deemed received at 9:00 a.m. the next business day.

3. Addresses:
- a. If to County: Williamson County, Tennessee
1320 West Main Street, Suite 125
Franklin, TN 37064
 - b. If to Star: STAR Physical Therapy
Attention: Marty Blair
263 Seaboard Lane, Suite 200
Franklin, TN 37067

E. Assignment. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. Assignment of this Agreement or any of the rights and obligations of Star hereunder, in whole or in part, requires the prior written consent of County. Any such assignment shall not release Star from its obligations hereunder without the express written consent of County.

F. Tennessee Open Records Act. Star understands that County is subject to the Tennessee Open Records Act which requires the County to provide requested documents to members of the public or press including, but not limited to, a copy of this Agreement. Compliance by County with the Open Records Act shall not be a breach of this Agreement.

G. Severability. Should any court of competent jurisdiction declare any provision of this Agreement invalid, then such provision shall be severed and shall not affect the validity of the remaining provisions of this Agreement.

H. Entire Agreement. The complete understanding between the parties is set out in this Agreement, and this Agreement supersedes and voids all prior and contemporaneous understandings, proposals, letters, agreements, or conditions expressed or implied, oral or written, except as herein contained. Any amendment, modification, waiver, or discharge of any requirement of this Agreement will not be effective unless in writing signed by the parties hereto or by their authorized representatives.

I. Employment Practices. Star shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex or which is in violation of applicable laws concerning the employment of individuals with disabilities. Star agrees to execute the Fair Employment Affidavit included herewith evidencing Star's compliance of this policy.

J. 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 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.

K. Anti-Deficiency Clause. Nothing contained in this Agreement shall be construed as binding the County to expend any sum in excess of appropriations made by its Legislative Body for the purposes of this Agreement, or as involving the County in any contract or other obligation for the further expenditure of money in excess of such appropriations.

L. 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.

M. Effective Date. This Agreement shall not be binding upon the parties until it has been signed first by Star and then by the authorized representatives of Williamson County government and has been filed in the office of the Williamson County Mayor. When it has been so signed and filed, this Agreement shall be effective as of the date written below.

Last Item On Page.
Affidavit and Signature Page follows.

FAIR EMPLOYMENT PRACTICES AFFIDAVIT

State of _____ County of _____

Fair Employment Practices Affidavit: After first being duly sworn according to law, the undersigned (Affiant) states that he is familiar with the employment policies of Star and is the _____ of Star. Affiant states that by Star's employment policy, standards, and practices Star does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal, or laying off of any individual due to his/her race, creed, color, national origin, age, or sex, and that Star is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

And Further Affiant sayeth not:

By: _____ Title: _____
Address: _____

Sworn to and subscribed before me on this _____ day of _____, 20____.

Notary Public
My commission expires: _____

IN WITNESS WHEREOF, the parties, through their authorized representatives, have affixed their signatures below.

WILLIAMSON COUNTY:

County Mayor

Purchasing Agent:

RECOMMENDED:
Department Head

Department:

APPROVED AS TO AVAILABILITY OF FUNDS:

Director of Finance

APPROVED AS TO INSURANCE:

Director of Insurance

APPROVED AS TO FORM AND LEGALITY:

Williamson County Attorney

FILED IN THE OFFICE OF THE WILLIAMSON COUNTY MAYOR:

Date:_____

STAR PHYSICAL THERAPY:

By: _____

Title: _____

Sworn to and subscribed to before me, a Notary Public, this _____ day of _____, 20____, by _____, the _____ of Star and duly authorized to execute this instrument on Star's behalf.

Notary Public
My Commission Expires

Resolution No. 6-10-10
Requested by: County Mayor

**RESOLUTION AUTHORIZING
THE WILLIAMSON COUNTY MAYOR
TO ENTER INTO A CONTRACTUAL AGREEMENT
WITH STAR PHYSICAL THERAPY FOR THE PROVISION
OF PROFESSIONAL HEALTHCARE SERVICES FOR RISK MANAGEMENT**

WHEREAS, Williamson County is a governmental entity of the State of Tennessee; and,
WHEREAS, Williamson County administers a self-insured workers compensation insurance program; and,
WHEREAS, Williamson County desires to enter into a contract with Star Physical Therapy for the provision of physical therapy professional services administered to County employees who are being treated through the workers compensation program; and,
WHEREAS, said services as outlined in the contract would be provided at a discounted rate to Williamson County Government; and,
WHEREAS, Williamson County desires to grant the County Mayor the authority to enter into a contract with Star Physical Therapy, as provided in the contract included herewith.
NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners, meeting in regular session, this the 14th day of June, 2010, hereby authorizes the County Mayor to execute a contract and any future documents, amendments, or addendums with Star Physical Therapy for said healthcare services.


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Purchasing and Insurance Committee For 4 Against 0
Budget Committee For 5 Against 0

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

Elaine Anderson, County Clerk

Houston Naron, Jr. - Commission Chairman

Rogers C. Anderson - County Mayor

Date

**AGREEMENT FOR PROFESSIONAL HEALTHCARE SERVICES FOR INJURIES OR
CONDITIONS COVERED BY WORKERS' COMPENSATION**

THIS 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 **STAR PHYSICAL THERAPY**, ("Star"), located at 263 Seaboard Lane, Suite 200, Franklin, Tennessee, 37067 for professional healthcare services.

This Agreement incorporates the following affidavits by reference and made a part hereof:

1. **Fair Employment Affidavit**

Quotation marks and capital letters are not part of the defined terms.

**ARTICLE I
SCOPE OF DUTIES**

- A. Services to be provided by Star:
1. **Rehabilitation Services:** Physical Therapy and Occupational Therapy services will be provided by Star at Star Clinics as needed by County employees for injuries or conditions covered under the County's workers' compensation program ("Services").
- B. Services provided by or arranged by Star shall be delivered by professional personnel qualified by licensure, training, or experience to discharge their responsibilities and operate their facilities in a manner that complies with generally accepted standards in the healthcare industry.
- C. Star represents that it, and each of its physicians, is and shall remain licensed and registered to practice medicine and, if applicable, the legal entity is registered and in good standing with the State of Tennessee.
- D. Star shall provide the County immediate written notice should any of Star's physicians suffer a loss or suspension of medical license, a final unappealable loss of medical staff privileges for reasons that would require reporting to the National Practitioner Data Bank pursuant to the requirements of the Health Care Quality Improvement Act of 1986, or a conviction of a felony. Upon receiving notice and if Star fails to terminate the physician, the County may, at its complete discretion, terminate this Agreement immediately. Termination under this section shall not relieve Star, its employees, subcontractors, physicians, or agents of any liability or release Star of its contractual obligations to the County.
- E. Star shall be responsible for selecting and hiring its staff and the right to control the conduct of their work. Nothing herein shall limit Star's ability to offer services to other entities.

**ARTICLE II
TERM AND TERMINATION**

- A. **Term.** The Term of this Agreement shall extend from July 1, 2010 to June 30, 2011. This Agreement may be extended for 4 additional terms of 1 year each. The option to extend shall be exercised and in the discretion of the parties. To be effective, any extension must be approved by the County's Attorney and the Department of Finance and signed by the County Mayor. In no event shall the term of this Agreement, including extensions, exceed 5 years.
- B. **Termination.**
1. **Termination - Breach.** Should either party fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the material terms of this Agreement, then the non-breaching party shall have the right to immediately terminate this Agreement should the breaching party fail to cure the breach after receiving 10 days' written notice from the non-breaching party. Such termination shall not relieve the breaching party of any liability to the non-breaching party for damages sustained by virtue of any breach.
 2. **Termination - Funding.** Should funding for the Services be discontinued, County shall have the right to terminate this Agreement immediately upon written notice to Star.
 3. **Termination - Notice.** Either party may terminate this Agreement at any time upon the provision of 30 days' written notice to the other party.

4. **Termination - Bankruptcy.** County may terminate this Agreement if Star, or any successor or assignee of Star, 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 Star, or if a receiver or trustee shall be appointed for all or substantially all of the property of Star, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within 60 days after the institution or appointment.

ARTICLE III PRICING GUARANTEE

For the satisfactory provision of physical therapy and occupational therapy services provided at Star Clinics, Star will be paid for services based on the Fee Schedule identified in Addendum A. The patient fee for Services covered under the County's workers' compensation plan shall not exceed \$105.00 per visit. Star agrees that the fees provided in Addendum A shall not be increased unless agreed by the parties by execution of an amendment to this Agreement. There will be no other charges or fees for the performance of this Agreement. Unless fees are disputed by the County, all payments by Williamson County shall be made within 30 days of receipt of invoice.

ARTICLE IV INSURANCE

A. Unless such claims arise out of the negligence of the County, its employees, officers, or agents and without limiting its liability under this Agreement, Star will procure and maintain at its expense during the life of this Agreement any/all applicable insurance types and in the minimum amounts stated as follows:

1. Professional Services Liability in a minimum amount of \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate.
2. Workers' Compensation Insurance in a minimum amount as prescribed by Tennessee Law.

B. Star's policy will name Williamson County Government as an "Additional Insured with respect to this Agreement for Services." The insurance will be written by a company or companies licensed to do business in the State of Tennessee and satisfactory to Williamson County Government Risk Management. Before commencing any services hereunder, a Certificate of Insurance evidencing the maintenance of said insurance will be furnished to Williamson County Government Risk Management and will contain the following statement: "The insurance evidenced by this Certificate will not be cancelled or altered except with written consent by and between the Insured and Additional Insured named within the insurance contract."

C. All subcontractors will be required to procure and maintain during the entire period in which the subcontractor is providing services, the identical insurance required of Star and comply with all provisions of this Article.

ARTICLE V INDEMNIFICATION AND HOLD HARMLESS

A. Unless such claims arise out of the negligence of the County and are not covered by its governmental immunity, Star shall indemnify and hold harmless Williamson County, its officers, agents and employees from:

1. Any claims, damages, costs and reasonable attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Star, its physicians, officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the Agreement;
2. Any claims, damages, penalties, costs and reasonable attorney fees arising from any failure of Star, its physicians, officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws including, but not limited to, labor laws and minimum wage laws; and

3. Any claims, damages, penalties, costs and reasonable attorney fees arising from any action brought against Williamson County by any of Star's physicians, officers, employees and/or agents arising out of any injury incurred by such physician, officer, employee and/or agent in the course of the performance of this Agreement, regardless of the cause of such injury.
- B. Star shall pay Williamson County any expenses incurred as a result of Star's failure to fulfill any obligation in a professional and timely manner under this Agreement.
- C. Williamson County cannot and will not indemnify, defend or hold harmless in any fashion Star from any claims arising from any failure, regardless of any language in any attachment or other document that Star may provide.

ARTICLE VI AUDIT PROVISION

Upon reasonable prior written notice, during normal business hours at Star's principal business office, Williamson County shall have the right to inspect Star's financial records used to calculate the charges for any healthcare services provided to County's employees under this Agreement. Any such audit shall take place within 3 years from the date the payment was made to Williamson County, after which period any such payment shall be considered final, with the exception of those involving fraud. Upon the completion of any such audit conducted by Williamson County, Williamson County shall provide to Star a final audit report, which sets forth Williamson County's findings in detail, including any and all substantiating evidence. Star shall have 30 days from the receipt of the audit report to provide Williamson County with a written response to the audit report, including any substantiating evidence. Should it be determined that Star has received fees which it was not entitled to or failed to provide the required pricing guarantee, then Star shall refund the amount to Williamson County immediately. Williamson County shall bear the expense of any inspection or audit of Star's books and records.

ARTICLE VII DEFAULT

- A. In addition to the other default events, each of the following events shall constitute a default or breach of this Agreement by Star:
 1. Star, or any successor or assignee of Star, 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.
 2. If involuntary proceedings under any bankruptcy laws or insolvency act shall be instituted against Star, or if a receiver or trustee shall be appointed for all or substantially all of the property of Star, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within 60 days after the institution or appointment.
 3. If Star fails to perform or comply with any of the conditions of this Agreement and continues in its failure for 10 days after notice is given by the County to Star describing the condition requiring performance or compliance.
 4. If Star fails to comply with all federal, state and local governmental laws, rules and regulations.

ARTICLE VIII ETHICAL VIOLATIONS

- A. Contingent Fees. Star hereby represents that Star has not been retained or retained persons to solicit or secure a Williamson County Government contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.
- B. Gratuities and Kickbacks. Star understands and agrees that it shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former

employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to a contract or subcontract or to any solicitation or proposal therefor. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of Star, a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order.

ARTICLE IX MISCELLANEOUS

- A. Resolution by Court of Law; Non-binding Mediation. 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. The parties can agree to non-binding mediation prior to litigation.
- B. Choice of Law. The validity, construction and effect of this Agreement and any and all extensions and/or modifications thereof shall be exclusively governed by the laws of the State of Tennessee.
- C. Venue. Any action between the parties arising from this Agreement shall be exclusively maintained in the courts of Williamson County, Tennessee. Any language specifying any other venue included anywhere in this Agreement is deleted.
- D. Notices:
1. Delivery. Except as otherwise provided herein, any notice or other communication between the parties hereby 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.
 2. Receipt. Communications shall be deemed received, if by mail, on the earlier of receipt or the third calendar day after deposit in the mail with postage prepaid; if by courier, when delivered as evidenced by the courier's records; if by facsimile, upon confirmation of receipt by the sending telecopier; and if by electronic mail, when first available on the recipient's mail server. If received on a day other than a business day, or on a business day but after 4:30 p.m., recipient's local time, the communication will be deemed received at 9:00 a.m. the next business day.
 3. Addresses:
 - a. If to County: Williamson County, Tennessee
1320 West Main Street, Suite 125
Franklin, TN 37064
 - b. If to Star: STAR Physical Therapy
Attention: Marty Blair
263 Seaboard Lane, Suite 200
Franklin, TN 37067
- E. Assignment. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. Assignment of this Agreement or any of the rights and obligations of Star hereunder, in whole or in part, requires the prior written consent of County. Any such assignment shall not release Star from its obligations hereunder without the express written consent of County.
- F. Tennessee Open Records Act. Star understands that County is subject to the Tennessee Open Records Act which requires the County to provide requested documents to members of the public or press including, but not limited to, a copy of this Agreement. Compliance by County with the Open Records Act shall not be a breach of this Agreement.
- G. Severability. Should any court of competent jurisdiction declare any provision of this Agreement invalid, then such provision shall be severed and shall not affect the validity of the remaining provisions of this Agreement.

H. Entire Agreement. The complete understanding between the parties is set out in this Agreement, and this Agreement supersedes and voids all prior and contemporaneous understandings, proposals, letters, agreements, or conditions expressed or implied, oral or written, except as herein contained. Any amendment, modification, waiver, or discharge of any requirement of this Agreement will not be effective unless in writing signed by the parties hereto or by their authorized representatives.

I. Employment Practices. Star shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex or which is in violation of applicable laws concerning the employment of individuals with disabilities. Star agrees to execute the Fair Employment Affidavit included herewith evidencing Star's compliance of this policy.

J. 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 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.

K. Anti-Deficiency Clause. Nothing contained in this Agreement shall be construed as binding the County to expend any sum in excess of appropriations made by its Legislative Body for the purposes of this Agreement, or as involving the County in any contract or other obligation for the further expenditure of money in excess of such appropriations.

L. 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.

M. Effective Date. This Agreement shall not be binding upon the parties until it has been signed first by Star and then by the authorized representatives of Williamson County government and has been filed in the office of the Williamson County Mayor. When it has been so signed and filed, this Agreement shall be effective as of the date written below.

Last Item On Page.

Affidavit and Signature Page follows.

FAIR EMPLOYMENT PRACTICES AFFIDAVIT

State of _____ County of _____

Fair Employment Practices Affidavit: After first being duly sworn according to law, the undersigned (Affiant) states that he is familiar with the employment policies of Star and is the _____ of Star. Affiant states that by Star's employment policy, standards, and practices Star does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal, or laying off of any individual due to his/her race, creed, color, national origin, age, or sex, and that Star is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

And Further Affiant sayeth not:

By: _____ Title: _____
Address: _____

Sworn to and subscribed before me on this _____ day of _____, 20____.

Notary Public
My commission expires: _____

IN WITNESS WHEREOF, the parties, through their authorized representatives, have affixed their signatures below.

WILLIAMSON COUNTY:

County Mayor

Purchasing Agent:

RECOMMENDED:
Department Head

Department:

APPROVED AS TO AVAILABILITY OF FUNDS:

Director of Finance

APPROVED AS TO INSURANCE:

Director of Insurance

APPROVED AS TO FORM AND LEGALITY:

Williamson County Attorney

FILED IN THE OFFICE OF THE WILLIAMSON COUNTY MAYOR:

Date:

STAR PHYSICAL THERAPY:

By: _____

Title: _____

Sworn to and subscribed to before me, a Notary Public, this _____ day of _____, 20____, by _____, the _____ of Star and duly authorized to execute this instrument on Star's behalf.

Notary Public
My Commission Expires

Amendment-A

Williamson County Fee Schedules
Effective 05-24-10

CODE	DESCRIPTION	2010 Tennessee Work Comp Fee Schedule	Williamson Co Work Comp Fee Schedule	Williamson Co Commercial Fee Schedule
97001	PT evaluation	\$86.18	\$74.61	\$71.06
97002	PT re-evaluation	\$46.42	\$37.79	\$35.99
97003	OT evaluation	\$92.30	\$74.68	\$71.12
97004	OT re-evaluation	\$53.92	\$42.90	\$40.86
97010	Hot or cold packs therapy	\$0.00	\$0.00	\$0.00
97012	Mechanical traction therapy	\$18.01	\$14.44	\$13.75
97014	Elec stim other than wound	\$18.01	\$14.44	\$13.75
G0283	Elec stim other than wound	\$14.38	\$14.44	\$13.75
97016	Vasopneumatic device therapy	\$18.95	\$14.84	\$14.13
97018	Paraffin bath therapy	\$9.71	\$7.65	\$7.28
97022	Whirlpool therapy	\$21.84	\$16.05	\$15.28
97024	Diathermy eg, microwave	\$6.79	\$5.26	\$5.01
97026	Infrared therapy	\$5.95	\$4.92	\$4.69
97028	Ultraviolet therapy	\$7.71	\$6.03	\$5.74
97032	Electrical stimulation	\$20.09	\$16.30	\$15.52
97033	Electric current therapy	\$30.55	\$22.06	\$21.01
97034	Contrast bath therapy	\$18.67	\$14.76	\$14.06
97035	Ultrasound therapy	\$14.50	\$12.03	\$11.46
97036	Hydrotherapy	\$32.16	\$24.95	\$23.76
97039	Physical therapy treatment	N/A	\$0.00	\$0.00
97110	Therapeutic exercises	\$34.67	\$28.08	\$26.74
97112	Neuromuscular reeducation	\$36.21	\$29.29	\$27.89
97113	Aquatic therapy/exercises	\$42.97	\$34.15	\$32.52
97116	Gait training therapy	\$30.72	\$24.77	\$23.59
97124	Massage therapy	\$28.00	\$22.52	\$21.44
97139	Physical medicine procedure	N/A	\$0.00	\$0.00
97140	Manual therapy	\$32.51	\$26.47	\$25.21
97150	Group therapeutic procedures	\$22.26	\$17.74	\$16.90
97530	Therapeutic activities	\$37.13	\$30.08	\$28.65
97532	Cognitive skills development	\$30.04	\$24.60	\$23.43
97533	Sensory integration	\$32.55	\$26.31	\$25.05
97535	Self care mngment training	\$37.18	\$29.76	\$28.34
97537	Community/work reintegration	\$33.42	\$27.03	\$25.74
97542	Wheelchair mngment training	\$33.84	\$27.37	\$26.07
97545	Work hardening		\$0.00	\$0.00
97546	Work hardening add-on		\$0.00	\$0.00
97597	Active wound care/20 cm or <	\$73.16	\$57.15	\$54.43
97598	Active wound care > 20 cm	\$91.05	\$71.04	\$67.66

CODE	DESCRIPTION	2010 Tennessee Work Comp Fee Schedule	Williamson Co Work Comp Fee Schedule	Williamson Co Commercial Fee Schedule
97602	Wound(s) care non-selective		\$0.00	
97605	Neg press wound tx, < 50 cm	\$44.43	\$34.85	\$33.19
97606	Neg press wound tx, > 50 cm	\$47.72	\$37.34	\$35.56
97750	Physical performance test	\$35.79	\$28.97	\$27.59
97755	Assistive technology assess	\$41.51	\$33.78	\$32.17
97760	Orthotic mgmt and training	\$39.55	\$31.93	\$30.41
97761	Prosthetic training	\$35.37	\$28.63	\$27.27
97762	C/o for orthotic/prosth use	\$41.76	\$32.21	\$30.68
64550	Apply neurostimulator	\$17.71	\$14.30	\$13.62
90901	Biofeedback train, any meth	\$41.04	\$33.15	\$31.57
29086	Apply finger cast	\$77.25	\$62.39	\$59.42
29105	Apply long arm splint	\$92.21	\$74.48	\$70.93
29125	Apply forearm splint	\$71.98	\$58.14	\$55.37
29126	Apply forearm splint	\$83.02	\$67.05	\$63.86
29130	Application of finger splint	\$44.23	\$35.72	\$34.02
29131	Application of finger splint	\$54.86	\$44.31	\$42.20
29200	Strapping of chest	\$58.46	\$47.22	\$44.97
29240	Strapping of shoulder	\$63.71	\$51.46	\$49.01
29260	Strapping of elbow or wrist	\$55.82	\$45.09	\$42.94
29280	Strapping of hand or finger	\$54.12	\$43.71	\$41.63
29515	Application lower leg splint	\$76.74	\$61.98	\$59.03
29530	Strapping of knee	\$56.75	\$45.83	\$43.65
29540	Strapping of ankle and/or ft	\$46.33	\$37.42	\$35.64
29580	Application of paste boot	\$57.07	\$46.10	\$43.90

Other Provisions

- 1) Commercial Visits will be the lesser of proposed Commercial Fee Schedule or a maximum of \$100 per Visit
- 2) Work Comp Visits will be the lesser of proposed Work Comp Fee Schedule or a maximum of \$105 per Visit
- 3 Work Comp Special Services will be at the following rates:
 - a) Fuctional Capacity Evaluations (FCE) including report: \$485
 - b) Work Conditioning (CPT Code 97545): \$180
 - c) Work Conditioning (CPT Code 97546): \$85
- 4) All Athletic Training Services provided through Williamson County Parks & Recreation will be at No Charge.

Resolution No. 6-10-11
Requested by Commissioner Mary Brockman
Commissioner Arlene Cooke

A RESOLUTION TO PROHIBIT HANDGUNS IN COUNTY PARKS, RECREATION AREAS AND OTHER SIMILAR PUBLIC PLACES OWNED OR OPERATED BY WILLIAMSON COUNTY AND USED IN ANY MANNER BY WILLIAMSON COUNTY SCHOOLS OR FRANKLIN SPECIAL SCHOOL DISTRICT

WHEREAS, prior to September 1, 2009, *Tennessee Code Annotated*, § 39-17-1311 made carrying weapons in county owned parks, playgrounds, civic centers, or other building facilities a Class A misdemeanor; and

WHEREAS, Public Chapter 428 of the 2009 Public Acts of the 106th General Assembly, as adopted, removed the above-mentioned prohibitions on handguns in public parks; and

WHEREAS, this Act of the 106th General Assembly permits county governments to prohibit, by resolution, the carrying of handguns while within a public park or other recreational areas that are owned or operated by a county; and

WHEREAS, the changes effected by Public Chapter 428, if Williamson County does not act to continue to opt out of its provisions, could result in inconsistent application of the law due to the various statutes governing handguns on school property, within recreational facilities and on playgrounds, and otherwise; thus potentially creating confusion among citizens and causing difficulty in enforcement by the County's law enforcement officers in attempting to consistently apply this Public Chapter; and

WHEREAS, it is the intent of the County Legislative Body to limit the prohibition on carrying of handguns only to those county parks, recreational areas, and other similar public places owned or operated by Williamson County and used in any manner by Williamson County Schools or the Franklin Special School District; and

WHEREAS, the County Legislative Body of Williamson County is committed to preservation of 2nd Amendment rights, but desires to prohibit the carrying of handguns in county parks, recreation areas, and other similar public places owned or operated by Williamson County and used in any manner by Williamson County Schools or the Franklin Special School District, because of the use of these areas by large numbers of children and because of the concern of inconsistent application of the law as described above:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners, meeting in regular session, this the 14th day of June, 2010, that any person authorized to carry a handgun under Tennessee Code Annotated § 39-17-1351, is prohibited from possessing any handgun while within a public park, recreation area, or other similar public place that is owned or operated by Williamson County and that is used in any manner by the Williamson County Schools or the Franklin Special School District;

AND BE IT FURTHER RESOLVED that the County shall display signs in prominent locations about the public recreational properties, at least six inches (6") high and fourteen inches (14") wide, stating:

MISDEMEANOR. STATE LAW PRESCRIBES A MAXIMUM PENALTY OF ELEVEN (11) MONTHS AND TWENTY-NINE (29) DAYS AND A FINE NOT TO EXCEED TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) FOR CARRYING WEAPONS ON OR IN THIS PUBLIC RECREATIONAL PROPERTY.

AND BE IT FURTHER RESOLVED that this resolution shall take effect upon passage, the welfare of the County requiring it.


County Commissioner


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Property Committee For 2 Against 4
Law Enf./Public Safety For _____ Against _____
Parks & Recreation Committee For _____ Against _____

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

Elaine Anderson, County Clerk

Houston Naron, Jr. – Commission Chairman

Rogers C. Anderson – County Mayor

Date: _____

Resolution No. 6-10-13
Requested by County Mayor's Office

**RESOLUTION AUTHORIZING WILLIAMSON COUNTY'S JOINT PARTICIPATION
WITH MUNICIPALITIES WITHIN WILLIAMSON COUNTY
REGARDING JOINT BIDS ON DELINQUENT TAX ITEMS**

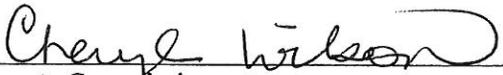
WHEREAS, *Tennessee Code Annotated, Section 67-5-2508*, provides that counties, cities, towns, taxing districts, or other municipal corporations may jointly bid at delinquent tax sales, if expressly authorized, and to execute all contracts necessary or incidental to such joint bids; and

WHEREAS, Williamson County desires to participate in joint bids with municipalities, located in Williamson County, on delinquent tax items involving both County and Municipal taxes; and

WHEREAS, the Williamson County Board of Commissioners has determined that it is in the interest of the citizens of Williamson County to authorize the County to participate in joint bids with the City of Franklin and to execute all contracts necessary or incidental to such bids for delinquent tax items concerning both County and Municipal taxes;

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 14th day of June, 2010, hereby authorizes Williamson County to participate in joint bids with the municipalities located in Williamson County and authorizes the County Mayor to execute contracts and all other documents necessary or incidental to the bidding and purchase of property involving both Williamson County and Franklin taxes;

AND BE IT FURTHER RESOLVED, that this resolution shall take effect upon passage, the welfare of the citizens of Williamson County requiring it.


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Tax Study Committee	For <u>5</u>	Against <u>0</u>	
Budget Committee	For <u>5*</u>	Against <u>0</u>	*As amended- Include all municipalities in County
Commission Action Taken	For _____	Against _____	Pass _____ Out _____

Elaine Anderson, County Clerk

Houston Naron, Jr. - Commission Chairman

Rogers C. Anderson - County Mayor

Date

Resolution No. 6-10-15
Requested by: Williamson County Mayor's Office

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR
TO ENTER INTO A LEASE AGREEMENT WITH THE WILLIAMSON COUNTY HOSPITAL
DISTRICT d/b/a WILLIAMSON MEDICAL CENTER**

WHEREAS, pursuant to *Tennessee Code Annotated*, Section 5-7-116, a Tennessee county may lease land or existing buildings owned by the county to any person, corporation, partnership or association for such consideration and upon such terms as in the judgment of the governing body are in the interests of the county; and

WHEREAS, Williamson County owns a structure located at 8210 Malachi Lane, Triune, Tennessee, which the Williamson Medical Center ("WMC") is currently occupying under a lease agreement; and

WHEREAS, the Department has requested a continuation of the current lease agreement which will expire on June 30, 2010; and

WHEREAS, the Department has agreed to continue providing emergency and non-emergency medical services; and

WHEREAS, finding it to be in the interest of the citizens of Williamson County, the Williamson County Board of Commissioners desires to grant the County Mayor the authority to enter into the attached lease agreement with WMC to permit them continued use of the facility:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners, meeting in regular session this the 14th day of June, 2010, hereby authorizes the County Mayor to execute the attached lease agreement, and any future documents, amendments or addendums, with the Williamson Medical Center for the lease of the facility currently being occupied by WMC and located at 8210 Malachi Lane, Triune, Tennessee;

AND BE IT FURTHER RESOLVED, that a minimum of 7 days notice be published in a newspaper of general circulation and that such notice shall identify the real property to be considered, the term or terms of such lease and the contracting party.


County Commissioner


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Property Committee For 6 Against 0
Law Enforcement/Public Safety For 4 Against 0
Commission Action Taken: For Against Pass Out

Elaine Anderson, County Clerk

Houston Naron, Jr., Commission Chairman

Rogers C. Anderson, County Mayor

Date

LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into by and between **WILLIAMSON COUNTY, TENNESSEE**, ("County" or "Lessor"), and the **WILLIAMSON COUNTY HOSPITAL DISTRICT d/b/a WILLIAMSON MEDICAL CENTER**, ("Lessee"), a governmental entity providing emergency and nonemergency response services within Williamson County, on this the _____ day of _____, 2010.

RECITALS

WHEREAS, County is the owner of structures located at 8210 Malachi Lane, Triune, Tennessee, ("Facility"), located in Williamson County, Tennessee, which Lessee is currently leasing from the County; and

WHEREAS, Lessee is a non-profit organization who provides emergency and non emergency medical services in Williamson County and has expressed its interest in continuing its lease of the Facility.

NOW THEREFORE, in consideration of the mutual covenants of the parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Lessee agree as follows:

WITNESSETH:1. **DEMISE, TERM & LEASE.**

- (a) County leases the Facility to the Lessee to provide fire protection, emergency response activities, and other emergency and non-emergency services. Lessee shall remain responsible for all of its equipment, supplies, records, documents and all other items owned by Lessee or under Lessee's supervision. As part of the consideration for the County agreeing to lease the Facility to Lessee for below market value, the Lessee agrees that it shall provide its services in Williamson County and assist in other areas outside its service area should a disaster occur and as requested in a manner as provided for pursuant to Tennessee Law.
- (b) The initial term of this Lease shall be for a period of 3 years, commencing on the 1st day of July, 2010, and ending on the 30th day of June, 2013, at an annual rental fee of \$1.00, payable to the County at the address stated in this Lease, in 1 annual payment to be made on the 1st day of July of each year.
- (c) This Lease may be extended for 3 additional terms of 3 years each. The option to extend the lease shall be exercised in the discretion of the County. To be effective, any extension must be approved for form by the County Attorney's Office and the Department of Finance for the availability of funds and signed by the Williamson County Mayor.
- (d) The parties agree that should the County decide that it is in the best interest of the County to terminate this Lease, then County reserves the right to terminate this Lease Agreement by providing Lessee 90 day's written notice. Unless another date is agreed in writing by the parties, the Lease will terminate on the 91st day of the notice.
- (e) In the event Lessee fails to relinquish the Facility at the termination of this Lease and with the consent of the County, the Lease shall be a month to month lease, terminable upon 30 days notice by either party, and all terms and provisions of this Lease shall be applicable during that period.

2. LESSEE'S COVENANTS.

- (a) Use. Lessee shall only use the Facility for its not-for-profit purposes including, but not limited to, fire protection and emergency response activities and in a manner that does not cause a nuisance, at the determination of the County, or violate any applicable law, ordinance, or rule. **The Lessee understands that the Facility and surrounding property shall not be used for any use not related to fire protection or emergency response activities including, but not limited to, storage of personal property, equipment, and/or operation of any business activities. Violation of this subsection shall be a material breach of this Lease and upon providing notice to the Lessee, County may terminate this Lease immediately or upon notice by the County, Lessee shall prohibit the individual(s) from entering the Facility for any purpose.**
- (b) Obligation to Secure the Facility. Lessee agrees that it will be solely responsible for obtaining all equipment, computers, supplies, and any other material and that Lessee shall be responsible in ensuring that the items are secured in the Facility. Williamson County shall not be responsible for any loss or damage to any computers, equipment, documents or other items owned, leased or used by Lessee.
- (c) Interest in the Facility. Lessee agrees that it shall have no ownership interest in the Facility, furniture, equipment, or supplies that are owned or leased by Williamson County.
- (d) Unlawful, Improper, or Offensive Use. Lessee will not make or suffer any unlawful, improper, or offensive use of the Facility or any use or occupancy thereof contrary to any of the terms of this Lease, any laws of the State of Tennessee or any ordinance of the County or other local jurisdiction, or which shall be injurious to any person or property, or which shall be liable to endanger or affect any insurance on the property or to increase the premium thereof. Lessee shall be solely and fully responsible for all damages and injuries which are a result of any action that is in violation of this subsection (d).
- (e) Assignment. Lessee will not assign any portion of the Facility or its authority to use the Facility, either in whole or in part, without first obtaining the written consent of the County and only if the assignment is with a not-for-profit entity that provides all of the fire and emergency response services for which the Lessee provides.
- (f) Indemnification of County. County shall not be liable for any loss, damage or injury to persons or property occurring, regardless of cause, in or about the Facility, and Lessee shall indemnify and hold County harmless from any and all such injuries and damages, and shall defend any claims or legal action arising therefrom, and pay all judgments resulting therefrom and shall reimburse County for all costs and expenses, including reasonable attorney's fees, paid or incurred by County as a result of the Lessee's use of the Facility. Lessee shall also indemnify and hold the County harmless from any and all claims, damages, penalties, costs and attorney fees arising from any action brought against Williamson County by any of Lessee's officers, employees, invitees, patrons, subcontractors, and/or agents arising out of any injury incurred by such officer, employee, invitee, patron, subcontractor, and/or agent in the course of the performance of this Agreement or habitation of the Facility, regardless of the cause of such injury.
- (g) Assent Not Waiver of Future Breach of Covenants. No assent, express or implied, by the County to any breach of any of the Lessee's covenants, shall be deemed to be a waiver of any succeeding breach of the same covenant.
- (h) Utilities and Other Costs. Unless otherwise agreed by the County, Lessee shall be responsible for its utilities including, but not limited to, gas, electricity, water and sewer rates, and all other charges which may become payable during the term of this Lease. Lessee shall be responsible for all service charges, installation fees and long distance charges incurred in connection with telephone service for the Facility. All costs that are not specifically defined herein as the responsibility of the County shall be the responsibility of the Lessee. County shall not be responsible for any interruption, discontinuance or failure of any utility or other services furnished to the Facility.

- (i) Signs. Lessee shall not place any signs in or on the Facility or on the surrounding grounds without receiving prior written approval from the County and obtaining all required permits. Lessee shall comply with all zoning ordinances concerning signs.
 - (j) Compliance with County Rules and Regulations. Lessee agrees to comply with the rules and regulations of County as to utilization of the Facility.
 - (k) Damage. Lessee shall be responsible for any and all damage caused to the Facility by any of Lessee's officers, employees, agents, contractors, subcontractors, invitees, or patrons.
 - (l) Waste. Lessee shall not commit any waste to any portion of the Facility. At the expiration or termination of this Lease, Lessee shall deliver and surrender the Facility to the County in good order, condition, and repair, except for ordinary wear and tear.
 - (m) County Access. Lessee agrees that the County shall have unrestricted access to the Facility to inspect the use of the Facility by Lessee.
 - (n) Upkeep of Lawn. Unless otherwise agreed by the County in writing, the Lessee shall be responsible for maintaining the surrounding property in a neat manner.
3. **COUNTY'S COVENANT FOR LIMITED USE.** The County warrants that it has the fee simple ownership of the Facility and has received the required approval authorizing the execution of this Lease. County agrees to permit Lessee to use the Facility for the limited purposes as provided for herein for the entire lease period unless otherwise terminated. County agrees that it will not unreasonably interfere with Lessee's rights to use the Facility. In the event Lessee fails to make any repairs or replacements, County reserves the right to enter the Facility at any time and make the repairs or replacements, or perform any maintenance required to be made by the Lessee. Lessee shall reimburse the County for all costs associated, including labor, in making the repairs, maintenance or repair.
4. **COVENANTS & AGREEMENTS.** All of the covenants, agreements and conditions of this Lease Agreement shall accrue to the benefit of and be binding upon the respective parties hereto and their successors and assigns as if they were in every case named and express.
5. **INSURANCE.** Without limiting its liability under this Lease, the Lessee will procure and maintain at Lessee's expense during the life of this Lease all applicable insurance types and in the minimum amounts stated as follows:
- (a) General Liability – Must be on an Occurrence Form, Claims Made is Not Acceptable, and will include:
 - i) Per Occurrence limit of not less than \$ 1,000,000
 - ii) General Aggregate will not be less than \$ 1,000,000
 - iii) Medical Expense Limit will not be less than \$ 5,000 on any one person.
 - iv) Completed Operations, including on-going operations in favor of the Additional Insured
 - v) Contractual Liability
 - vi) Personal Injury
 - (b) Umbrella Excess Liability
 - i) \$ 1,000,000 over primary insurance
 - (c) Workers Compensation
 - i) State: Statutory
 - ii) Employer's Liability:
 - \$ 1,000,000 per Accident
 - \$ 1,000,000 Disease, Policy Limit
 - \$ 1,000,000 Disease Each Employee

The Commercial General Liability policy will name Williamson County Government as an Additional Insured with respect to the Agreement only. The insurance will be written by a company or companies licensed to do business in the State of Tennessee and satisfactory to Williamson County Government Risk Management. At the time of execution of this Lease, Lessee shall provide County a Certificate of Insurance evidencing that maintenance of the insurance will

be furnished to Williamson County Government Risk Management. The insurance requirements may be waived upon agreement by the Williamson County Mayor. All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the County.

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

7. **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**
1320 West Main Street, Suite 125
Franklin, TN 37064

With copy to: Buerger, Moseley & Carson, PLC
306 Public Square
Franklin, TN 37064-2503

Lessee: **WILLIAMSON MEDICAL CENTER**
4321 Carothers Parkway
P.O. Box 681600
Franklin, TN 37068-1600

8. **PRIOR CONSENT FOR ALTERATIONS, ADDITIONS, ETC.**

- (a) No addition, erection, installation, or other physical alteration of the Facility shall be made without the prior approval of the County. Prior to making any changes to the Facility, Lessee shall submit to the County plans and layouts of such decorations, or installations for approval by the County. All approvals will be granted or denied in the County's sole discretion. Lessee shall remain solely responsible for obtaining all other approvals and permits from any other governmental entity under any existing fire regulations or other laws or regulations. County's refusal to approve plans and layouts for decorations, installations, or any other additions or alterations to the Facility shall not constitute a breach of this Lease by County.
- (b) In the event the County approves of any addition, erection, installation, or other physical alteration, Lessee bears the sole responsibility and cost of restoring the Facility to the same or better condition in which the Lessee first accepted the Facility.
- (c) Lessee is prohibited from changing or removing locks or hardware on any door in the Facility.
- (d) Lessee understands and agrees that liens cannot be placed on Tennessee government property including property owned by Tennessee counties. Lessee has no authority, express, or implied, to create or place any lien or encumbrance on the Facility. Lessee shall pay or cause to be paid all sums due and payable by Lessee on account of any labor performed or materials furnished in connection with any work performed on the Facility.

9. **DEFAULT.**

- (a) Lessee shall be in default of this Lease if:
 - i. It uses the facility for the storage or housing of privately owned personal property, material, vehicles, or equipment or operates a commercial business out of the Facility or on the property.

- ii. It breaches any provision of this Lease or any rules and regulations promulgated by the County pertaining to the Facility;
 - iii. It violates any applicable laws or ordinances during its use of the Facility;
 - iv. It abandons the Facility before the end of the Term; or
 - v. It dissolves or ceases providing fire protection, emergency response activities, and/or other emergency or non-emergency services.
- (b) Upon default by Lessee, County may exercise the following remedies, in its sole discretion:
- i. Declare the Total Rent under this Lease due and to take immediate possession of the Facility;
 - ii. Terminate this Lease by giving the Lessee written notice of termination, which shall not excuse any breach of this Lease by Lessee. Upon termination based on breach of this Lease, Lessee shall pay the Total Rent together with all other costs, expenses or damages incurred by the County as a result of any breach of this Lease; or
 - iii. Pursue any other remedies available to the County either at law or equity.
- (c) No single or partial exercise of a right or remedy shall preclude any other or further exercise of a right or remedy. No waiver by the County of any default shall operate as a waiver of any other default, or the same default on a future occasion. No delay or omission by the County in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise of a right or remedy shall preclude any other or further exercise thereof, or the exercise of any other right or remedy.
- (d) **IN THE EVENT OF DEFAULT BY THE COUNTY, THE LIABILITY OF THE COUNTY SHALL BE LIMITED TO THE RETURN OF ANY UNEARNED RENT PAID TO THE COUNTY BY THE LESSEE UNDER THIS LEASE.**
10. **ASSUMPTION OF RESPONSIBILITY.** Lessee expressly assumes full responsibility for all persons connected with Lessee's use of the Facility regardless of relationship, including all its employees, agents, members, invitees, visitors, and licensees.
11. **ABANDONED PROPERTY.** Any property remaining in the Facility or any property stored by County which has not been claimed by Lessee within 10 days after the expiration of this Lease shall be deemed abandoned by Lessee. At County's option, County may: (i) take possession of it and treat it as its own property and utilize it, or destroy it or otherwise dispose of it, or (ii) store it at Lessee's sole expense and risk. Lessee hereby waives any right to claim the value thereof or damages therefore. Lessee shall be liable to County for: (i) the cost incurred by County in disposing of or destroying the abandoned property and (ii) the cost of storing it if County elects to store it for Lessee.
12. **COPYRIGHTS, ROYALTIES, AND TRADEMARKS.** Lessee warrants that no music, visual displays, video, DVDs, literary or artistic work, or other property protected by copyright will be performed, reproduced, provided, or used, nor will the name of any entity protected by trademark be reproduced or used during Lessee's use of the Facility unless Lessee has obtained written permission from the copyright or trademark holder and has satisfied all copyright and trademark laws. Lessee shall comply strictly with all laws respecting copyright, royalties and trademarks and warrants that it will not infringe any related statutory, common law, or other right of any person during its use of the Facility. Lessee shall indemnify and hold County and its officers, agents and employees harmless from all claims, losses and damages (including court costs and attorney fees) with respect to such copyright, royalty or trademark rights violations or acts.
13. **HAZARDOUS PROPERTY.** Lessee shall not bring upon the Facility any exhibit, equipment, material, item, or vehicle which is defined by any law or any codes as hazardous material or any material or item that in the sole judgment of the County Property Manager might be dangerous to persons or property or otherwise incompatible with the structure, systems, and furnishings of the Facility. Lessee shall be solely responsible for all damages and/or injuries occurring as a result of Lessee's breach of this Section. For the purpose of this Lease the term "hazardous material" shall include, without limitation, hazardous materials, asbestos, PCB's, petroleum and petroleum products and by-products, crude oil, pollutants, contaminants, toxic or hazardous wastes, or any

other substances, which is required, by any contaminants, toxic or hazardous wastes, or any other substances.

14. **HEALTH AND SAFETY.**

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

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

15. **ASSIGNMENT-CONSENT REQUIRED.** The provisions of this Lease shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. Assignment or sublease of this Lease, or any of the rights and obligations of Lessee hereunder, in whole or in part, requires the prior written consent of the County, which may be withheld at the discretion of the County. Any such assignment, sublease, or transfer shall not release Lessee from its obligations hereunder. This Lease may only be assigned to an entity that is a not-for-profit entity providing similar services as the Lessee.

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

17. **ENTIRE AGREEMENT.** This Lease and its attachment 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 Lease shall be valid or binding; and this Lease may not be enlarged, modified, or altered except in writing signed by the parties and attached hereto.

18. **FORCE MAJEURE.** If the Facility or any part of the Facility is destroyed or damaged by fire or any other cause, or if any other casualty of unforeseen occurrence renders the fulfillment of this Lease by County impossible, then this Lease shall terminate. If such impossibility of performance shall be due to the act or omissions of the Lessee, its agents, employees, members, licensees, or invitees, then the Lessee shall be liable for any and all injuries and damages resulting from such acts or omissions.

19. **WAIVER.** No waiver of any provision of this Lease shall be valid unless in writing and signed by the parties against who charged.

20. **CONFLICTING TERMS.** The parties agree that should the language in this Lease conflict with any language included in any documentation whether provided for by Lessee or not, then the language or terms of this Lease shall be controlling.

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

22. **EMPLOYMENT OF UNDOCUMENTED WORKERS.** The Lessee 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 this Lease and may lead to civil penalties and debarment or suspension from being a contractor or subcontractor under contracts with Williamson County.

- 23. **RELATIONSHIP OF PARTIES.** Lessee understands and agrees that there is no employer/employee relationship or agency relationship between the parties and that neither the Lessee nor any of its volunteers, employees, officers, and agents are entitled to any employee benefits including, but not limited to, retirement benefits, health insurance coverage or other insurance coverage as a result of the work performed under this Agreement unless otherwise agreed by the parties. Williamson County shall not be responsible for deducting and paying Social Security Taxes, Unemployment Taxes, or withholding Federal Income Taxes.
- 24. **HEADING.** The headings in this Lease are for convenience and reference and are not intended to define or limit the scope of any provisions of this Lease.
- 25. **EFFECTIVE DATE.** This Lease shall not be binding upon the parties until it has been signed first by Lessee, approval is received from the County legislative body, and signed by the authorized representatives of Williamson County government and has been filed in the office of the Williamson County Mayor.

IN WITNESS WHEREOF, the parties have set their hands as of the day and year first above written.

County:

Lessee:

WILLIAMSON COUNTY, TENNESSEE

WILLIAMSON MEDICAL CENTER

By: _____
Rogers Anderson, County Mayor

By: _____

Title: _____

Williamson County Property Manager

Al Ritter, Property Manager

Insurance

Wayne Franklin, Risk Manager

Legality

County Attorney

Resolution No. 6-10-16
Requested by: Williamson County Mayor's Office

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR
TO ENTER INTO A LEASE AGREEMENT WITH THE WILLIAMSON COUNTY HOSPITAL
DISTRICT d/b/a WILLIAMSON MEDICAL CENTER AND THE WILLIAMSON COUNTY
RESCUE SQUAD**

WHEREAS, pursuant to *Tennessee Code Annotated*, Section 5-7-116, a Tennessee county may lease land or existing buildings owned by the county to any person, corporation, partnership or association for such consideration and upon such terms as in the judgment of the governing body are in the interests of the county; and

WHEREAS, Williamson County owns facilities located at 5404 Pinewood Road, Franklin, Tennessee, 1493 Sneed Road West, Franklin, Tennessee, and 1515 Thompson's Station Road West, Thompson's Station, Tennessee, which the Williamson County Rescue Squad ("Department") on behalf of the Williamson Medical Center is currently occupying under a lease agreement; and

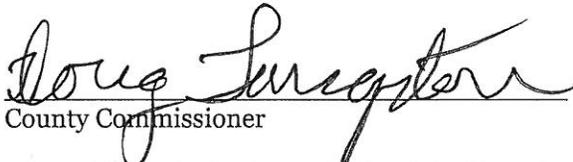
WHEREAS, the Department has requested a continuation to the current lease agreement which will expire on June 30, 2010; and

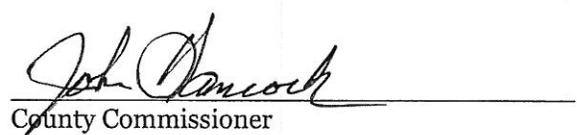
WHEREAS, the Department has agreed to continue providing emergency and non-emergency medical services; and

WHEREAS, finding it to be in the interest of the citizens of Williamson County, the Williamson County Board of Commissioners desires to grant the County Mayor the authority to enter into the attached lease agreement with the Department and the Williamson Medical Center to permit them continued use of the facility:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners, meeting in regular session this the 14th day of June, 2010, hereby authorizes the County Mayor to execute the attached lease agreement, and any future documents, amendments or addendums, with the Williamson Medical Center and the Williamson County Rescue Squad for the lease of the facilities currently being occupied by the Department and located at 5404 Pinewood Road, Franklin, Tennessee, 1493 Sneed Road West, Franklin, Tennessee, and 1515 Thompson's Station Road West, Thompson's Station, Tennessee;

AND BE IT FURTHER RESOLVED, that a minimum of 7 days notice be published in a newspaper of general circulation and that such notice shall identify the real property to be considered, the term or terms of such lease and the contracting party.


County Commissioner


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Property Committee For 6 Against 0
Law Enforcement/Public Safety For 4 Against 0
Commission Action Taken: For Against Pass Out

Elaine Anderson, County Clerk

Houston Naron, Jr., Commission Chairman

Rogers C. Anderson, County Mayor

Date

LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into by and between **WILLIAMSON COUNTY, TENNESSEE**, ("County" or "Lessor"), and the **WILLIAMSON COUNTY HOSPITAL DISTRICT d/b/a WILLIAMSON MEDICAL CENTER** and the **WILLIAMSON COUNTY RESCUE SQUAD** (jointly referenced as "Lessee"), a not-for-profit entity providing fire protection and other emergency and nonemergency response services within Williamson County, on this the _____ day of _____, 2010.

RECITALS

WHEREAS, County is the owner of structures located at 5404 Pinewood Road, Franklin, Tennessee, 1493 Sneed Road West, Grassland, Tennessee, and 1515 Thompson Station Road West, Thompson Station, Tennessee ("Facilities"), located in Williamson County, Tennessee, which Lessee is currently leasing from the County; and

WHEREAS, Lessee is a non-profit organization who provides fire protection, rescue response, emergency medical services and other emergency and non emergency services in Williamson County and has expressed its interest in continuing its lease of the Facilities.

NOW THEREFORE, in consideration of the mutual covenants of the parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Lessee agree as follows:

WITNESSETH:1. **DEMISE, TERM & LEASE.**

- (a) County leases the Facilities to the Lessee to provide fire protection, rescue response, emergency medical services and other emergency and non emergency services in Williamson County in Williamson County. Lessee shall remain responsible for all of its equipment, supplies, records, documents and all other items owned by Lessee or under Lessee's supervision. As part of the consideration for the County agreeing to lease the Facilities to Lessee for below market value, the Lessee agrees that it shall provide its services in Williamson County and assist in other areas outside its service area should a disaster occur and as requested in a manner as provided for pursuant to Tennessee Law.
- (b) The initial term of this Lease shall be for a period of 3 years, commencing on the 1st day of July, 2010, and ending on the 30th day of June, 2013, at an annual rental fee of \$1.00, payable to the County at the address stated in this Lease, in 1 annual payment to be made on the 1st day of July of each year.
- (c) This Lease may be extended for 3 additional terms of 3 years each. The option to extend the lease shall be exercised in the discretion of the County. To be effective, any extension must be approved for form by the County Attorney's Office and the Department of Finance for the availability of funds and signed by the Williamson County Mayor.
- (d) The parties agree that should the County decide that it is in the best interest of the County to terminate this Lease, then County reserves the right to terminate this Lease Agreement by providing Lessee 90 day's written notice. Unless another date is agreed in writing by the parties, the Lease will terminate on the 91st day of the notice.
- (e) In the event Lessee fails to relinquish the Facilities at the termination of this Lease and with the consent of the County, the Lease shall be a month to month lease, terminable upon 30 days notice by either party, and all terms and provisions of this Lease shall be applicable during that period.

2. LESSEE'S COVENANTS.

- (a) Use. Lessee shall only use the Facilities for its not-for-profit purposes including, but not limited to, fire protection, rescue response, emergency medical services and other emergency and non emergency services in Williamson County and in a manner that does not cause a nuisance, at the determination of the County, or violate any applicable law, ordinance, or rule. **The Lessee understands that the Facilities and surrounding property shall not be used for any use not related to fire protection or emergency response activities including, but not limited to, storage of personal property, equipment, and/or operation of any business activities. Violation of this subsection shall be a material breach of this Lease and upon providing notice to the Lessee, County may terminate this Lease immediately or upon notice by the County, Lessee shall prohibit the individual(s) from entering the Facilities for any purpose.**
- (b) Obligation to Secure the Facilities. Lessee agrees that it will be solely responsible for obtaining all equipment, computers, supplies, and any other material or items and that Lessee shall be responsible in ensuring that the items are secured in the Facilities. Williamson County shall not be responsible for any loss or damage to any computers, equipment, documents or other items owned, leased or used by Lessee.
- (c) Interest in the Facilities. Lessee agrees that it shall have no ownership interest in the Facilities, furniture, equipment, or supplies that are owned or leased by Williamson County.
- (d) Unlawful, Improper, or Offensive Use. Lessee will not make or suffer any unlawful, improper, or offensive use of the Facilities or any use or occupancy thereof contrary to any of the terms of this Lease, any laws of the State of Tennessee or any ordinance of the County or other local jurisdiction, or which shall be injurious to any person or property, or which shall be liable to endanger or affect any insurance on the property or to increase the premium thereof. Lessee shall be solely and fully responsible for all damages and injuries which are a result of any action that is in violation of this subsection (d).
- (e) Assignment. Lessee will not assign any portion of the Facilities or its authority to use the Facilities, either in whole or in part, without first obtaining the written consent of the County and only if the assignment is with a not-for-profit entity that provides all of the fire and emergency response services for which the Lessee provides.
- (f) Indemnification of County. County shall not be liable for any loss, damage or injury to persons or property occurring, regardless of cause, in or about the Facilities, and Lessee shall indemnify and hold County harmless from any and all such injuries and damages, and shall defend any claims or legal action arising therefrom, and pay all judgments resulting therefrom and shall reimburse County for all costs and expenses, including reasonable attorney's fees, paid or incurred by County as a result of the Lessee's use of the Facilities. Lessee shall also indemnify and hold the County harmless from any and all claims, damages, penalties, costs and attorney fees arising from any action brought against Williamson County by any of Lessee's officers, employees, invitees, patrons, subcontractors, and/or agents arising out of any injury incurred by such officer, employee, invitee, patron, subcontractor, and/or agent in the course of the performance of this Agreement or habitation of the Facilities, regardless of the cause of such injury.
- (g) Assent Not Waiver of Future Breach of Covenants. No assent, express or implied, by the County to any breach of any of the Lessee's covenants, shall be deemed to be a waiver of any succeeding breach of the same covenant.
- (h) Utilities and Other Costs. Unless otherwise agreed by the County, Lessee shall be responsible for its utilities including, but not limited to, gas, electricity, water and sewer rates, and all other charges which may become payable during the term of this Lease. Lessee shall be responsible for all service charges, installation fees and long distance charges incurred in connection with telephone service for the Facilities. All costs that are not specifically defined herein as the responsibility of the County shall be the

- responsibility of the Lessee. County shall not be responsible for any interruption, discontinuance or failure of any utility or other services furnished to the Facilities.
- (i) Signs. Lessee shall not place any signs in or on the Facilities or on the surrounding grounds without receiving prior written approval from the County and obtaining all required permits. Lessee shall comply with all zoning ordinances concerning signs.
- (j) Compliance with County Rules and Regulations. Lessee agrees to comply with the rules and regulations of County as to utilization of the Facilities.
- (k) Damage. Lessee shall be responsible for any and all damage caused to the Facilities by any of Lessee's officers, employees, agents, contractors, subcontractors, invitees, or patrons.
- (l) Waste. Lessee shall not commit any waste to any portion of the Facilities. At the expiration or termination of this Lease, Lessee shall deliver and surrender the Facilities to the County in good order, condition, and repair, except for ordinary wear and tear.
- (m) County Access. Lessee agrees that the County shall have unrestricted access to the Facilities to inspect the use of the Facilities by Lessee.
- (n) Upkeep of Lawn. Unless otherwise agreed by the County in writing, the Lessee shall be responsible for maintaining the surrounding property in a neat manner.
3. **COUNTY'S COVENANT FOR LIMITED USE.** The County warrants that it has the fee simple ownership of the Facilities and has received the required approval authorizing the execution of this Lease. County agrees to permit Lessee to use the Facilities for the limited purposes as provided for herein for the entire lease period unless otherwise terminated. County agrees that it will not unreasonably interfere with Lessee's rights to use the Facilities. In the event Lessee fails to make any repairs or replacements, County reserves the right to enter the Facilities at any time and make the repairs or replacements, or perform any maintenance required to be made by the Lessee. Lessee shall reimburse the County for all costs associated, including labor, in making the repairs, maintenance or repair.
4. **COVENANTS & AGREEMENTS.** All of the covenants, agreements and conditions of this Lease Agreement shall accrue to the benefit of and be binding upon the respective parties hereto and their successors and assigns as if they were in every case named and express.
5. **INSURANCE.** Without limiting its liability under this Lease, the Lessee will procure and maintain at Lessee's expense during the life of this Lease all applicable insurance types and in the minimum amounts stated as follows:
- (a) General Liability – Must be on an Occurrence Form, Claims Made is Not Acceptable, and will include:
- | | | |
|------|--|-----------------------------|
| i) | Per Occurrence limit of not less than | \$ 1,000,000 |
| ii) | General Aggregate will not be less than | \$ 1,000,000 |
| iii) | Medical Expense Limit will not be less than | \$ 5,000 on any one person. |
| iv) | Completed Operations, including on-going operations in favor of the Additional Insured | |
| v) | Contractual Liability | |
| vi) | Personal Injury | |
- (b) Umbrella Excess Liability
- | | |
|----|-------------------------------------|
| i) | \$ 1,000,000 over primary insurance |
|----|-------------------------------------|
- (c) Workers Compensation
- | | |
|-----|------------------------------------|
| i) | State: Statutory |
| ii) | Employer's Liability: |
| | \$ 1,000,000 per Accident |
| | \$ 1,000,000 Disease, Policy Limit |
| | \$ 1,000,000 Disease Each Employee |

The Commercial General Liability policy will name Williamson County Government as an Additional Insured with respect to the Agreement only. The insurance will be written by a

company or companies licensed to do business in the State of Tennessee and satisfactory to Williamson County Government Risk Management. At the time of execution of this Lease, Lessee shall provide County a Certificate of Insurance evidencing that maintenance of the insurance will be furnished to Williamson County Government Risk Management. The insurance requirements may be waived upon agreement by the Williamson County Mayor. All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the County.

6. **CHOICE OF LAW; VENUE.** This Lease shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this Lease or its attachment becomes subject to litigation, exclusive venue for such action will be in Williamson County, Tennessee or in a federal court with jurisdiction over Williamson County.
7. **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**
1320 West Main Street, Suite 125
Franklin, TN 37064

With copy to: Buerger, Moseley & Carson, PLC
306 Public Square
Franklin, TN 37064-2503

Lessee: **WILLIAMSON COUNTY RESCUE SQUAD**
1493 Sneed Road West
Grassland, TN 37069

WILLIAMSON MEDICAL CENTER
4321 Carothers Parkway
P.O. Box 681600
Franklin, TN 37068-1600

8. **PRIOR CONSENT FOR ALTERATIONS, ADDITIONS, ETC.**

- (a) No addition, erection, installation, or other physical alteration of the Facilities shall be made without the prior approval of the County. Prior to making any changes to the Facilities, Lessee shall submit to the County plans and layouts of such decorations, or installations for approval by the County. All approvals will be granted or denied in the County's sole discretion. Lessee shall remain solely responsible for obtaining all other approvals and permits from any other governmental entity under any existing fire regulations or other laws or regulations. County's refusal to approve plans and layouts for decorations, installations, or any other additions or alterations to the Facilities shall not constitute a breach of this Lease by County.
- (b) In the event the County approves of any addition, erection, installation, or other physical alteration, Lessee bears the sole responsibility and cost of restoring the Facilities to the same or better condition in which the Lessee first accepted the Facilities.
- (c) Lessee is prohibited from changing or removing locks or hardware on any door in the Facilities.
- (d) Lessee understands and agrees that liens cannot be placed on Tennessee government property including property owned by Tennessee counties. Lessee has no authority, express, or implied, to create or place any lien or encumbrance on the Facilities. Lessee shall pay or cause to be paid all sums due and payable by Lessee on account of any labor performed or materials furnished in connection with any work performed on the Facilities.

9. **DEFAULT.**

- (a) Lessee shall be in default of this Lease if:
- i. It uses the Facilities for the storage or housing of privately owned personal property, material, vehicles, or equipment or operates a commercial business out of the Facilities or on the property.
 - ii. It breaches any provision of this Lease or any rules and regulations promulgated by the County pertaining to the Facilities;
 - iii. It violates any applicable laws or ordinances during its use of the Facilities;
 - iv. It abandons the Facilities before the end of the Term; or
 - v. It dissolves or ceases providing fire protection, emergency response activities, and/or other emergency or non-emergency services.
- (b) Upon default by Lessee, County may exercise the following remedies, in its sole discretion:
- i. Declare the Total Rent under this Lease due and to take immediate possession of the Facilities;
 - ii. Terminate this Lease by giving the Lessee written notice of termination, which shall not excuse any breach of this Lease by Lessee. Upon termination based on breach of this Lease, Lessee shall pay the Total Rent together with all other costs, expenses or damages incurred by the County as a result of any breach of this Lease; or
 - iii. Pursue any other remedies available to the County either at law or equity.
- (c) No single or partial exercise of a right or remedy shall preclude any other or further exercise of a right or remedy. No waiver by the County of any default shall operate as a waiver of any other default, or the same default on a future occasion. No delay or omission by the County in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise of a right or remedy shall preclude any other or further exercise thereof, or the exercise of any other right or remedy.
- (d) **IN THE EVENT OF DEFAULT BY THE COUNTY, THE LIABILITY OF THE COUNTY SHALL BE LIMITED TO THE RETURN OF ANY UNEARNED RENT PAID TO THE COUNTY BY THE LESSEE UNDER THIS LEASE.**

10. **ASSUMPTION OF RESPONSIBILITY.** Lessee expressly assumes full responsibility for all persons connected with Lessee's use of the Facilities regardless of relationship, including all its employees, agents, members, invitees, visitors, and licensees.

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

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

13. **HAZARDOUS PROPERTY.** Lessee shall not bring upon the Facilities any exhibit, equipment, material, item, or vehicle which is defined by any law or any codes as hazardous material or any

material or item that in the sole judgment of the County Property Manager might be dangerous to persons or property or otherwise incompatible with the structure, systems, and furnishings of the Facilities. Lessee shall be solely responsible for all damages and/or injuries occurring as a result of Lessee's breach of this Section. For the purpose of this Lease the term "hazardous material" shall include, without limitation, hazardous materials, asbestos, PCB's, petroleum and petroleum products and by-products, crude oil, pollutants, contaminants, toxic or hazardous wastes, or any other substances, which is required, by any contaminants, toxic or hazardous wastes, or any other substances.

14. **HEALTH AND SAFETY.**

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

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

15. **ASSIGNMENT-CONSENT REQUIRED.** The provisions of this Lease shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. Assignment or sublease of this Lease, or any of the rights and obligations of Lessee hereunder, in whole or in part, requires the prior written consent of the County, which may be withheld at the discretion of the County. Any such assignment, sublease, or transfer shall not release Lessee from its obligations hereunder. This Lease may only be assigned to an entity that is a not-for-profit entity providing similar services as the Lessee.

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

17. **ENTIRE AGREEMENT.** This Lease and its attachment 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 Lease shall be valid or binding; and this Lease may not be enlarged, modified, or altered except in writing signed by the parties and attached hereto.

18. **FORCE MAJEURE.** If the Facilities or any part of the Facilities is destroyed or damaged by fire or any other cause, or if any other casualty of unforeseen occurrence renders the fulfillment of this Lease by County impossible, then this Lease shall terminate. If such impossibility of performance shall be due to the act or omissions of the Lessee, its agents, employees, members, licensees, or invitees, then the Lessee shall be liable for any and all injuries and damages resulting from such acts or omissions.

19. **WAIVER.** No waiver of any provision of this Lease shall be valid unless in writing and signed by the parties against who charged.

20. **CONFLICTING TERMS.** The parties agree that should the language in this Lease conflict with any language included in any documentation whether provided for by Lessee or not, then the language or terms of this Lease shall be controlling.

21. **EMPLOYMENT PRACTICES.** Lessee shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any

individual due to race, creed, color, national origin, age, sex or which is in violation of applicable laws concerning the employment of individuals with disabilities.

- 22. **EMPLOYMENT OF UNDOCUMENTED WORKERS.** The Lessee 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 this Lease and may lead to civil penalties and debarment or suspension from being a contractor or subcontractor under contracts with Williamson County.
- 23. **RELATIONSHIP OF PARTIES.** Lessee understands and agrees that there is no employer/employee relationship or agency relationship between the parties and that neither the Lessee nor any of its volunteers, employees, officers, and agents are entitled to any employee benefits including, but not limited to, retirement benefits, health insurance coverage or other insurance coverage as a result of the work performed under this Lease unless otherwise agreed by the parties. Williamson County shall not be responsible for deducting and paying Social Security Taxes, Unemployment Taxes, or withholding Federal Income Taxes.
- 24. **HEADING.** The headings in this Lease are for convenience and reference and are not intended to define or limit the scope of any provisions of this Lease.
- 25. **EFFECTIVE DATE.** This Lease shall not be binding upon the parties until it has been signed first by Lessee, approval is received from the County legislative body, and signed by the authorized representatives of Williamson County government and has been filed in the office of the Williamson County Mayor.

IN WITNESS WHEREOF, the parties have set their hands as of the day and year first above written.

County:

WILLIAMSON COUNTY, TENNESSEE

By: _____
Rogers Anderson, County Mayor

Williamson County Property Manager

Al Ritter, Property Manager

Insurance

Wayne Franklin, Risk Manager

Legality

County Attorney

Lessee:

WILLIAMSON COUNTY RESCUE SQUAD

By: _____

Title: _____

WILLIAMSON MEDICAL CENTER

By: _____

Title: _____

Resolution No. 6-10-17
Requested by: Williamson County Mayor's Office

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR
TO ENTER INTO A LEASE AGREEMENT WITH
THE PEYTONSVILLE VOLUNTEER FIRE DEPARTMENT**

WHEREAS, pursuant to *Tennessee Code Annotated*, Section 5-7-116, a Tennessee county may lease land or existing buildings owned by the county to any person, corporation, partnership or association for such consideration and upon such terms as in the judgment of the governing body are in the interests of the county; and

WHEREAS, Williamson County owns a structure located at 4950 Harpeth-Peytonsville Road, Thompson Station, Tennessee which the Peytonsville Volunteer Fire Department ("Department") is currently occupying under a lease agreement; and

WHEREAS, the Department has requested a continuation to the current lease agreement which will expire on June 30, 2010; and

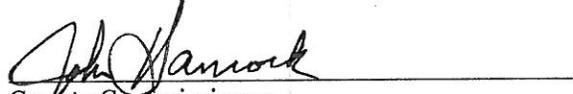
WHEREAS, the Department has agreed to continue providing fire protection and other emergency and non-emergency services; and

WHEREAS, finding it to be in the interest of the citizens of Williamson County, the Williamson County Board of Commissioners desires to grant the County Mayor the authority to enter into the attached lease agreement with the Department to permit them continued use of the facility:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners, meeting in regular session this the 14th day of June, 2010, hereby authorizes the County Mayor to execute the attached lease agreement, and any future documents, amendments or addendums, with the Peytonsville Volunteer Fire Department for the lease of the facility currently being occupied by the Department and located at 4950 Harpeth-Peytonsville Road, Thompson Station, Tennessee;

AND BE IT FURTHER RESOLVED, that a minimum of 7 days notice be published in a newspaper of general circulation and that such notice shall identify the real property to be considered, the term or terms of such lease and the contracting party.


County Commissioner


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Property Committee For 6 Against 0
Law Enforcement/Public Safety For 4 Against 0
Commission Action Taken: For Against Pass Out

Elaine Anderson, County Clerk

Houston Naron, Jr., Commission Chairman

Rogers C. Anderson, County Mayor

Date

LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into by and between **WILLIAMSON COUNTY, TENNESSEE**, ("County" or "Lessor"), and the **PEYTONSVILLE VOLUNTEER FIRE DEPARTMENT**, ("Lessee"), a not-for-profit entity providing fire protection and other emergency and nonemergency response services within Williamson County, on this the _____ day of _____, 2010.

RECITALS

WHEREAS, County is the owner of a public facility located at 4950 Harpeth-Peytonsville Road, Thompson Station, Tennessee, ("Facility"), located in Williamson County, Tennessee, which Lessee is currently leasing from the County; and

WHEREAS, Lessee is a non-profit organization who provides fire protection and other emergency and non emergency response activities in Williamson County and has expressed its interest in continuing its lease of the Facility.

NOW THEREFORE, in consideration of the mutual covenants of the parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Lessee agree as follows:

WITNESSETH:1. **DEMISE, TERM & LEASE.**

- (a) County leases the Facility to the Lessee to provide fire protection, emergency response activities, and other emergency and non-emergency services. Lessee shall remain responsible for all of its equipment, supplies, records, documents and all other items owned by Lessee or under Lessee's supervision. As part of the consideration for the County agreeing to lease the Facility to Lessee for below market value, the Lessee agrees that it shall provide its services in Williamson County and assist in other areas outside its service area should a disaster occur and as requested in a manner as provided for pursuant to Tennessee Law.
- (b) The initial term of this Lease shall be for a period of 3 years, commencing on the 1st day of July, 2010, and ending on the 30th day of June, 2013, at an annual rental fee of \$1.00, payable to the County at the address stated in this Lease, in 1 annual payment to be made on the 1st day of July of each year.
- (c) This Lease may be extended for 3 additional terms of 3 years each. The option to extend the lease shall be exercised in the discretion of the County. To be effective, any extension must be approved for form by the County Attorney's Office and the Department of Finance for the availability of funds and signed by the Williamson County Mayor.
- (d) The parties agree that should the County decide that it is in the best interest of the County to terminate this Lease, then County reserves the right to terminate this Lease Agreement by providing Lessee 90 day's written notice. Unless another date is agreed in writing by the parties, the Lease will terminate on the 91st day of the notice.
- (e) In the event Lessee fails to relinquish the Facility at the termination of this Lease and with the consent of the County, the Lease shall be a month to month lease, terminable upon 30 days notice by either party, and all terms and provisions of this Lease shall be applicable during that period.

2. LESSEE'S COVENANTS.

- (a) Use. Lessee shall only use the Facility for its not-for-profit purposes including, but not limited to, fire protection and emergency response activities and in a manner that does not cause a nuisance, at the determination of the County, or violate any applicable law, ordinance, or rule. **The Lessee understands that the Facility and surrounding property shall not be used for any use not related to fire protection or emergency response activities including, but not limited to, storage of personal property, equipment, and/or operation of any business activities. Violation of this subsection shall be a material breach of this Lease and upon providing notice to the Lessee, County may terminate this Lease immediately or upon notice by the County, Lessee shall prohibit the individual(s) from entering the Facility for any purpose.**
- (b) Obligation to Secure the Facility. Lessee agrees that it will be solely responsible for obtaining all equipment, computers, supplies, and any other material and that Lessee shall be responsible in ensuring that the items are secured in the Facility. Williamson County shall not be responsible for any loss or damage to any computers, equipment, documents or other items owned, leased or used by Lessee.
- (c) Interest in the Facility. Lessee agrees that it shall have no ownership interest in the Facility, furniture, equipment, or supplies that are owned or leased by Williamson County.
- (d) Unlawful, Improper, or Offensive Use. Lessee will not make or suffer any unlawful, improper, or offensive use of the Facility or any use or occupancy thereof contrary to any of the terms of this Lease, any laws of the State of Tennessee or any ordinance of the County or other local jurisdiction, or which shall be injurious to any person or property, or which shall be liable to endanger or affect any insurance on the property or to increase the premium thereof. Lessee shall be solely and fully responsible for all damages and injuries which are a result of any action that is in violation of this subsection (d).
- (e) Assignment. Lessee will not assign any portion of the Facility or its authority to use the Facility, either in whole or in part, without first obtaining the written consent of the County and only if the assignment is with a not-for-profit entity that provides all of the fire and emergency response services for which the Lessee provides.
- (f) Indemnification of County. County shall not be liable for any loss, damage or injury to persons or property occurring, regardless of cause, in or about the Facility, and Lessee shall indemnify and hold County harmless from any and all such injuries and damages, and shall defend any claims or legal action arising therefrom, and pay all judgments resulting therefrom and shall reimburse County for all costs and expenses, including reasonable attorney's fees, paid or incurred by County as a result of the Lessee's use of the Facility. Lessee shall also indemnify and hold the County harmless from any and all claims, damages, penalties, costs and attorney fees arising from any action brought against Williamson County by any of Lessee's officers, employees, invitees, patrons, subcontractors, and/or agents arising out of any injury incurred by such officer, employee, invitee, patron, subcontractor, and/or agent in the course of the performance of this Agreement or habitation of the Facility, regardless of the cause of such injury.
- (g) Assent Not Waiver of Future Breach of Covenants. No assent, express or implied, by the County to any breach of any of the Lessee's covenants, shall be deemed to be a waiver of any succeeding breach of the same covenant.
- (h) Utilities and Other Costs. Unless otherwise agreed by the County, Lessee shall be responsible for its utilities including, but not limited to, gas, electricity, water and sewer rates, and all other charges which may become payable during the term of this Lease. Lessee shall be responsible for all service charges, installation fees and long distance charges incurred in connection with telephone service for the Facility. All costs that are not specifically defined herein as the responsibility of the County shall be the responsibility of the Lessee. County shall not be responsible for any interruption, discontinuance or failure of any utility or other services furnished to the Facility.

- (i) Signs. Lessee shall not place any signs in or on the Facility or on the surrounding grounds without receiving prior written approval from the County and obtaining all required permits. Lessee shall comply with all zoning ordinances concerning signs.
 - (j) Compliance with County Rules and Regulations. Lessee agrees to comply with the rules and regulations of County as to utilization of the Facility.
 - (k) Damage. Lessee shall be responsible for any and all damage caused to the Facility by any of Lessee's officers, employees, agents, contractors, subcontractors, invitees, or patrons.
 - (l) Waste. Lessee shall not commit any waste to any portion of the Facility. At the expiration or termination of this Lease, Lessee shall deliver and surrender the Facility to the County in good order, condition, and repair, except for ordinary wear and tear.
 - (m) County Access. Lessee agrees that the County shall have unrestricted access to the Facility to inspect the use of the Facility by Lessee.
 - (n) Upkeep of Lawn. Unless otherwise agreed by the County in writing, the Lessee shall be responsible for maintaining the surrounding property in a neat manner.
3. **COUNTY'S COVENANT FOR LIMITED USE.** The County warrants that it has the fee simple ownership of the Facility and has received the required approval authorizing the execution of this Lease. County agrees to permit Lessee to use the Facility for the limited purposes as provided for herein for the entire lease period unless otherwise terminated. County agrees that it will not unreasonably interfere with Lessee's rights to use the Facility. In the event Lessee fails to make any repairs or replacements, County reserves the right to enter the Facility at any time and make the repairs or replacements, or perform any maintenance required to be made by the Lessee. Lessee shall reimburse the County for all costs associated, including labor, in making the repairs, maintenance or repair.
4. **COVENANTS & AGREEMENTS.** All of the covenants, agreements and conditions of this Lease Agreement shall accrue to the benefit of and be binding upon the respective parties hereto and their successors and assigns as if they were in every case named and express.
5. **INSURANCE.** Without limiting its liability under this Lease, the Lessee will procure and maintain at Lessee's expense during the life of this Lease all applicable insurance types and in the minimum amounts stated as follows:
- (a) General Liability – Must be on an Occurrence Form, Claims Made is Not Acceptable, and will include:
 - i) Per Occurrence limit of not less than \$ 1,000,000
 - ii) General Aggregate will not be less than \$ 1,000,000
 - iii) Medical Expense Limit will not be less than \$ 5,000 on any one person.
 - iv) Completed Operations, including on-going operations in favor of the Additional Insured
 - v) Contractual Liability
 - vi) Personal Injury
 - (b) Umbrella Excess Liability
 - i) \$ 1,000,000 over primary insurance
 - (c) Workers Compensation
 - i) State: Statutory
 - ii) Employer's Liability:
 - \$ 1,000,000 per Accident
 - \$ 1,000,000 Disease, Policy Limit
 - \$ 1,000,000 Disease Each Employee

The Commercial General Liability policy will name Williamson County Government as an Additional Insured with respect to the Agreement only. The insurance will be written by a company or companies licensed to do business in the State of Tennessee and satisfactory to Williamson County Government Risk Management. At the time of execution of this Lease, Lessee shall provide County a Certificate of Insurance evidencing that maintenance of the insurance will

be furnished to Williamson County Government Risk Management. The insurance requirements may be waived upon agreement by the Williamson County Mayor. All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the County.

6. **CHOICE OF LAW; VENUE.** This Lease shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this Lease or its attachment becomes subject to litigation, exclusive venue for such action will be in Williamson County, Tennessee or in a federal court with jurisdiction over Williamson County.
7. **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**
1320 West Main Street, Suite 125
Franklin, TN 37064

With copy to: Buerger, Moseley & Carson, PLC
306 Public Square
Franklin, TN 37064-2503

Lessee: **PEYTONSVILLE VOLUNTEER FIRE DEPARTMENT**
4950 Harpeth-Peytonsville Road
Thompson Station, TN 37179

8. **PRIOR CONSENT FOR ALTERATIONS, ADDITIONS, ETC.**

- (a) No addition, erection, installation, or other physical alteration of the Facility shall be made without the prior approval of the County. Prior to making any changes to the Facility, Lessee shall submit to the County plans and layouts of such decorations, or installations for approval by the County. All approvals will be granted or denied in the County's sole discretion. Lessee shall remain solely responsible for obtaining all other approvals and permits from any other governmental entity under any existing fire regulations or other laws or regulations. County's refusal to approve plans and layouts for decorations, installations, or any other additions or alterations to the Facility shall not constitute a breach of this Lease by County.
- (b) In the event the County approves of any addition, erection, installation, or other physical alteration, Lessee bears the sole responsibility and cost of restoring the Facility to the same or better condition in which the Lessee first accepted the Facility.
- (c) Lessee is prohibited from changing or removing locks or hardware on any door in the Facility.
- (d) Lessee understands and agrees that liens cannot be placed on Tennessee government property including property owned by Tennessee counties. Lessee has no authority, express, or implied, to create or place any lien or encumbrance on the Facility. Lessee shall pay or cause to be paid all sums due and payable by Lessee on account of any labor performed or materials furnished in connection with any work performed on the Facility.

9. **DEFAULT.**

- (a) Lessee shall be in default of this Lease if:
- i. It uses the facility for the storage or housing of privately owned personal property, material, vehicles, or equipment or operates a commercial business out of the Facility or on the property.
 - ii. It breaches any provision of this Lease or any rules and regulations promulgated by the County pertaining to the Facility;

- iii. It violates any applicable laws or ordinances during its use of the Facility;
 - iv. It abandons the Facility before the end of the Term; or
 - v. It dissolves or ceases providing fire protection, emergency response activities, and/or other emergency or non-emergency services.
- (b) Upon default by Lessee, County may exercise the following remedies, in its sole discretion:
- i. Declare the Total Rent under this Lease due and to take immediate possession of the Facility;
 - ii. Terminate this Lease by giving the Lessee written notice of termination, which shall not excuse any breach of this Lease by Lessee. Upon termination based on breach of this Lease, Lessee shall pay the Total Rent together with all other costs, expenses or damages incurred by the County as a result of any breach of this Lease; or
 - iii. Pursue any other remedies available to the County either at law or equity.
- (c) No single or partial exercise of a right or remedy shall preclude any other or further exercise of a right or remedy. No waiver by the County of any default shall operate as a waiver of any other default, or the same default on a future occasion. No delay or omission by the County in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise of a right or remedy shall preclude any other or further exercise thereof, or the exercise of any other right or remedy.
- (d) **IN THE EVENT OF DEFAULT BY THE COUNTY, THE LIABILITY OF THE COUNTY SHALL BE LIMITED TO THE RETURN OF ANY UNEARNED RENT PAID TO THE COUNTY BY THE LESSEE UNDER THIS LEASE.**
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11. **ABANDONED PROPERTY.** Any property remaining in the Facility or any property stored by County which has not been claimed by Lessee within 10 days after the expiration of this Lease shall be deemed abandoned by Lessee. At County's option, County may: (i) take possession of it and treat it as its own property and utilize it, or destroy it or otherwise dispose of it, or (ii) store it at Lessee's sole expense and risk. Lessee hereby waives any right to claim the value thereof or damages therefore. Lessee shall be liable to County for: (i) the cost incurred by County in disposing of or destroying the abandoned property and (ii) the cost of storing it if County elects to store it for Lessee.
12. **COPYRIGHTS, ROYALTIES, AND TRADEMARKS.** Lessee warrants that no music, visual displays, video, DVDs, literary or artistic work, or other property protected by copyright will be performed, reproduced, provided, or used, nor will the name of any entity protected by trademark be reproduced or used during Lessee's use of the Facility unless Lessee has obtained written permission from the copyright or trademark holder and has satisfied all copyright and trademark laws. Lessee shall comply strictly with all laws respecting copyright, royalties and trademarks and warrants that it will not infringe any related statutory, common law, or other right of any person during its use of the Facility. Lessee shall indemnify and hold County and its officers, agents and employees harmless from all claims, losses and damages (including court costs and attorney fees) with respect to such copyright, royalty or trademark rights violations or acts.
13. **HAZARDOUS PROPERTY.** Lessee shall not bring upon the Facility any exhibit, equipment, material, item, or vehicle which is defined by any law or any codes as hazardous material or any material or item that in the sole judgment of the County Property Manager might be dangerous to persons or property or otherwise incompatible with the structure, systems, and furnishings of the Facility. Lessee shall be solely responsible for all damages and/or injuries occurring as a result of Lessee's breach of this Section. For the purpose of this Lease the term "hazardous material" shall include, without limitation, hazardous materials, asbestos, PCB's, petroleum and petroleum products and by-products, crude oil, pollutants, contaminants, toxic or hazardous wastes, or any other substances, which is required, by any contaminants, toxic or hazardous wastes, or any other substances.

14. **HEALTH AND SAFETY.**

- (a) Lessee will conform to the following Health and Safety provisions: U.S. Department of Labor, Occupational Safety and Health Act, all other applicable Federal, State, County and local laws, ordinances, codes, landfill regulations, and any other regulations as may be cited in this Lease. When any of these authorities are in conflict, the more stringent regulation/requirement will be followed. The Lessee's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve its responsibility to comply with the safety provisions.
- (b) If death, serious injuries, or serious property damage are caused, Lessee agrees to immediately report such incident to Williamson County Government Risk Management at (615) 790-5466 during business hours, or at (615) 791-6200 (requesting dispatch), after business hours, holidays and weekends.

15. **ASSIGNMENT-CONSENT REQUIRED.** The provisions of this Lease shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. Assignment or sublease of this Lease, or any of the rights and obligations of Lessee hereunder, in whole or in part, requires the prior written consent of the County, which may be withheld at the discretion of the County. Any such assignment, sublease, or transfer shall not release Lessee from its obligations hereunder. This Lease may only be assigned to an entity that is a not-for-profit entity providing similar services as the Lessee.

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

17. **ENTIRE AGREEMENT.** This Lease and its attachment 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 Lease shall be valid or binding; and this Lease may not be enlarged, modified, or altered except in writing signed by the parties and attached hereto.

18. **FORCE MAJEURE.** If the Facility or any part of the Facility is destroyed or damaged by fire or any other cause, or if any other casualty of unforeseen occurrence renders the fulfillment of this Lease by County impossible, then this Lease shall terminate. If such impossibility of performance shall be due to the act or omissions of the Lessee, its agents, employees, members, licensees, or invitees, then the Lessee shall be liable for any and all injuries and damages resulting from such acts or omissions.

19. **WAIVER.** No waiver of any provision of this Lease shall be valid unless in writing and signed by the parties against who charged.

20. **CONFLICTING TERMS.** The parties agree that should the language in this Lease conflict with any language included in any documentation whether provided for by Lessee or not, then the language or terms of this Lease shall be controlling.

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

22. **EMPLOYMENT OF UNDOCUMENTED WORKERS.** The Lessee 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 this Lease and may lead to civil penalties and debarment or suspension from being a contractor or subcontractor under contracts with Williamson County.

- 23. **RELATIONSHIP OF PARTIES.** Lessee understands and agrees that there is no employer/employee relationship or agency relationship between the parties and that neither the Lessee nor any of its volunteers, employees, officers, and agents are entitled to any employee benefits including, but not limited to, retirement benefits, health insurance coverage or other insurance coverage as a result of the work performed under this Agreement unless otherwise agreed by the parties. Williamson County shall not be responsible for deducting and paying Social Security Taxes, Unemployment Taxes, or withholding Federal Income Taxes.
- 24. **HEADING.** The headings in this Lease are for convenience and reference and are not intended to define or limit the scope of any provisions of this Lease.
- 25. **EFFECTIVE DATE.** This Lease shall not be binding upon the parties until it has been signed first by Lessee, approval is received from the County legislative body, and signed by the authorized representatives of Williamson County government and has been filed in the office of the Williamson County Mayor.

IN WITNESS WHEREOF, the parties have set their hands as of the day and year first above written.

County:

WILLIAMSON COUNTY, TENNESSEE

Lessee:

PEYTONSVILLE VOLUNTEER FIRE DEPARTMENT

By: _____
Rogers Anderson, County Mayor

By: _____

Title: _____

Williamson County Property Manager

Al Ritter, Property Manager

Insurance

Wayne Franklin, Risk Manager

Legality

County Attorney

Resolution No. 6-10-18
Requested by: Williamson County Mayor's Office

FILED 5/27/10
ENTERED 11:30 a.m.
ELAINE ANDERSON, COUNTY CLERK JW

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR
TO ENTER INTO A LEASE AGREEMENT WITH
NOLENSVILLE VOLUNTEER FIRE DEPARTMENT**

WHEREAS, pursuant to *Tennessee Code Annotated*, Section 5-7-116, a Tennessee county may lease land or existing buildings owned by the county to any person, corporation, partnership or association for such consideration and upon such terms as in the judgment of the governing body are in the interests of the county; and

WHEREAS, Williamson County owns a structure located at 7347 Nolensville Road, Nolensville, Tennessee which the Nolensville Volunteer Fire Department ("Department") is currently occupying under a lease agreement; and

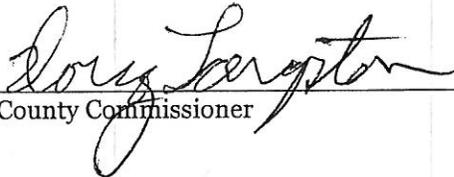
WHEREAS, the Department has requested a continuation of the current lease agreement which will expire on June 30, 2010; and

WHEREAS, the Department has agreed to continue providing fire protection and other emergency and non-emergency services; and

WHEREAS, finding it to be in the interest of the citizens of Williamson County, the Williamson County Board of Commissioners desires to grant the County Mayor the authority to enter into the attached lease agreement with the Department to permit them continued use of the facility:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners, meeting in regular session this the 14th day of June, 2010, hereby authorizes the County Mayor to execute the attached lease agreement, and any future documents, amendments or addendums, with the Nolensville Volunteer Fire Department for the lease of the facility currently being occupied by the Department and located at 7347 Nolensville Road, Nolensville, Tennessee;

AND BE IT FURTHER RESOLVED, that a minimum of 7 days notice be published in a newspaper of general circulation and that such notice shall identify the real property to be considered, the term or terms of such lease and the contracting party.


County Commissioner


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Property Committee For 6 Against 0
Law Enforcement/Public Safety For 4 Against 0
Commission Action Taken: For _____ Against _____ Pass _____ Out _____

Elaine Anderson, County Clerk

Houston Naron, Jr., Commission Chairman

Rogers C. Anderson, County Mayor

Date

LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into by and between **WILLIAMSON COUNTY, TENNESSEE**, ("County" or "Lessor"), and the **NOLENSVILLE VOLUNTEER FIRE DEPARTMENT**, ("Lessee"), a not-for-profit entity providing fire protection and other emergency and nonemergency response services within Williamson County, on this the _____ day of _____, 2010.

RECITALS

WHEREAS, County is the owner of a public facility located at 7347 Nolensville Road, Nolensville, Tennessee, ("Facility"), located in Williamson County, Tennessee, which Lessee is currently leasing from the County; and

WHEREAS, Lessee is a non-profit organization who provides fire protection and other emergency and non emergency response activities in Williamson County and has expressed its interest in continuing its lease of the Facility.

NOW THEREFORE, in consideration of the mutual covenants of the parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Lessee agree as follows:

WITNESSETH:**1. DEMISE, TERM & LEASE.**

- (a) County leases the Facility to the Lessee to provide fire protection, emergency response activities, and other emergency and non-emergency services. Lessee shall remain responsible for all of its equipment, supplies, records, documents and all other items owned by Lessee or under Lessee's supervision. As part of the consideration for the County agreeing to lease the Facility to Lessee for below market value, the Lessee agrees that it shall provide its services in Williamson County and assist in other areas outside its service area should a disaster occur and as requested in a manner as provided for pursuant to Tennessee Law.
- (b) The initial term of this Lease shall be for a period of 3 years, commencing on the 1st day of July, 2010, and ending on the 30th day of June, 2013, at an annual rental fee of \$1.00, payable to the County at the address stated in this Lease, in 1 annual payment to be made on the 1st day of July of each year.
- (c) This Lease may be extended for 3 additional terms of 3 years each. The option to extend the lease shall be exercised in the discretion of the County. To be effective, any extension must be approved for form by the County Attorney's Office and the Department of Finance for the availability of funds and signed by the Williamson County Mayor.
- (d) The parties agree that should the County decide that it is in the best interest of the County to terminate this Lease, then County reserves the right to terminate this Lease Agreement by providing Lessee 90 day's written notice. Unless another date is agreed in writing by the parties, the Lease will terminate on the 91st day of the notice.
- (e) In the event Lessee fails to relinquish the Facility at the termination of this Lease and with the consent of the County, the Lease shall be a month to month lease, terminable upon 30 days notice by either party, and all terms and provisions of this Lease shall be applicable during that period.

2. LESSEE'S COVENANTS.

- (a) Use. Lessee shall only use the Facility for its not-for-profit purposes including, but not limited to, fire protection and emergency response activities and in a manner that does not cause a nuisance, at the determination of the County, or violate any applicable law, ordinance, or rule. **The Lessee understands that the Facility and surrounding property shall not be used for any use not related to fire protection or emergency response activities including, but not limited to, storage of personal property, equipment, and/or operation of any business activities. Violation of this subsection shall be a material breach of this Lease and upon providing notice to the Lessee, County may terminate this Lease immediately or upon notice by the County, Lessee shall prohibit the individual(s) from entering the Facility for any purpose.**
- (b) Obligation to Secure the Facility. Lessee agrees that it will be solely responsible for obtaining all equipment, computers, supplies, and any other material and that Lessee shall be responsible in ensuring that the items are secured in the Facility. Williamson County shall not be responsible for any loss or damage to any computers, equipment, documents or other items owned, leased or used by Lessee.
- (c) Interest in the Facility. Lessee agrees that it shall have no ownership interest in the Facility, furniture, equipment, or supplies that are owned or leased by Williamson County.
- (d) Unlawful, Improper, or Offensive Use. Lessee will not make or suffer any unlawful, improper, or offensive use of the Facility or any use or occupancy thereof contrary to any of the terms of this Lease, any laws of the State of Tennessee or any ordinance of the County or other local jurisdiction, or which shall be injurious to any person or property, or which shall be liable to endanger or affect any insurance on the property or to increase the premium thereof. Lessee shall be solely and fully responsible for all damages and injuries which are a result of any action that is in violation of this subsection (d).
- (e) Assignment. Lessee will not assign any portion of the Facility or its authority to use the Facility, either in whole or in part, without first obtaining the written consent of the County and only if the assignment is with a not-for-profit entity that provides all of the fire and emergency response services for which the Lessee provides.
- (f) Indemnification of County. County shall not be liable for any loss, damage or injury to persons or property occurring, regardless of cause, in or about the Facility, and Lessee shall indemnify and hold County harmless from any and all such injuries and damages, and shall defend any claims or legal action arising therefrom, and pay all judgments resulting therefrom and shall reimburse County for all costs and expenses, including reasonable attorney's fees, paid or incurred by County as a result of the Lessee's use of the Facility. Lessee shall also indemnify and hold the County harmless from any and all claims, damages, penalties, costs and attorney fees arising from any action brought against Williamson County by any of Lessee's officers, employees, invitees, patrons, subcontractors, and/or agents arising out of any injury incurred by such officer, employee, invitee, patron, subcontractor, and/or agent in the course of the performance of this Agreement or habitation of the Facility, regardless of the cause of such injury.
- (g) Assent Not Waiver of Future Breach of Covenants. No assent, express or implied, by the County to any breach of any of the Lessee's covenants, shall be deemed to be a waiver of any succeeding breach of the same covenant.
- (h) Utilities and Other Costs. Unless otherwise agreed by the County, Lessee shall be responsible for its utilities including, but not limited to, gas, electricity, water and sewer rates, and all other charges which may become payable during the term of this Lease. Lessee shall be responsible for all service charges, installation fees and long distance charges incurred in connection with telephone service for the Facility. All costs that are not specifically defined herein as the responsibility of the County shall be the responsibility of the Lessee. County shall not be responsible for any interruption, discontinuance or failure of any utility or other services furnished to the Facility.

- (i) Signs. Lessee shall not place any signs in or on the Facility or on the surrounding grounds without receiving prior written approval from the County and obtaining all required permits. Lessee shall comply with all zoning ordinances concerning signs.
 - (j) Compliance with County Rules and Regulations. Lessee agrees to comply with the rules and regulations of County as to utilization of the Facility.
 - (k) Damage. Lessee shall be responsible for any and all damage caused to the Facility by any of Lessee's officers, employees, agents, contractors, subcontractors, invitees, or patrons.
 - (l) Waste. Lessee shall not commit any waste to any portion of the Facility. At the expiration or termination of this Lease, Lessee shall deliver and surrender the Facility to the County in good order, condition, and repair, except for ordinary wear and tear.
 - (m) County Access. Lessee agrees that the County shall have unrestricted access to the Facility to inspect the use of the Facility by Lessee.
 - (n) Upkeep of Lawn. Unless otherwise agreed by the County in writing, the Lessee shall be responsible for maintaining the surrounding property in a neat manner.
3. **COUNTY'S COVENANT FOR LIMITED USE.** The County warrants that it has the fee simple ownership of the Facility and has received the required approval authorizing the execution of this Lease. County agrees to permit Lessee to use the Facility for the limited purposes as provided for herein for the entire lease period unless otherwise terminated. County agrees that it will not unreasonably interfere with Lessee's rights to use the Facility. In the event Lessee fails to make any repairs or replacements, County reserves the right to enter the Facility at any time and make the repairs or replacements, or perform any maintenance required to be made by the Lessee. Lessee shall reimburse the County for all costs associated, including labor, in making the repairs, maintenance or repair.
4. **COVENANTS & AGREEMENTS.** All of the covenants, agreements and conditions of this Lease Agreement shall accrue to the benefit of and be binding upon the respective parties hereto and their successors and assigns as if they were in every case named and express.
5. **INSURANCE.** Without limiting its liability under this Lease, the Lessee will procure and maintain at Lessee's expense during the life of this Lease all applicable insurance types and in the minimum amounts stated as follows:
- (a) General Liability – Must be on an Occurrence Form, Claims Made is Not Acceptable, and will include:
 - i) Per Occurrence limit of not less than \$ 1,000,000
 - ii) General Aggregate will not be less than \$ 1,000,000
 - iii) Medical Expense Limit will not be less than \$ 5,000 on any one person.
 - iv) Completed Operations, including on-going operations in favor of the Additional Insured
 - v) Contractual Liability
 - vi) Personal Injury
 - (b) Umbrella Excess Liability
 - i) \$ 1,000,000 over primary insurance
 - (c) Workers Compensation
 - i) State: Statutory
 - ii) Employer's Liability:
 - \$ 1,000,000 per Accident
 - \$ 1,000,000 Disease, Policy Limit
 - \$ 1,000,000 Disease Each Employee

The Commercial General Liability policy will name Williamson County Government as an Additional Insured with respect to the Agreement only. The insurance will be written by a company or companies licensed to do business in the State of Tennessee and satisfactory to Williamson County Government Risk Management. At the time of execution of this Lease, Lessee shall provide County a Certificate of Insurance evidencing that maintenance of the insurance will

be furnished to Williamson County Government Risk Management. The insurance requirements may be waived upon agreement by the Williamson County Mayor. All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the County.

6. **CHOICE OF LAW; VENUE.** This Lease shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this Lease or its attachment becomes subject to litigation, exclusive venue for such action will be in Williamson County, Tennessee or in a federal court with jurisdiction over Williamson County.
7. **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**
1320 West Main Street, Suite 125
Franklin, TN 37064

With copy to: Buerger, Moseley & Carson, PLC
306 Public Square
Franklin, TN 37064-2503

Lessee: **NOLENSVILLE VOLUNTEER FIRE DEPARTMENT**
7347 Nolensville Road
Nolensville, TN 37135

8. **PRIOR CONSENT FOR ALTERATIONS, ADDITIONS, ETC.**

- (a) No addition, erection, installation, or other physical alteration of the Facility shall be made without the prior approval of the County. Prior to making any changes to the Facility, Lessee shall submit to the County plans and layouts of such decorations, or installations for approval by the County. All approvals will be granted or denied in the County's sole discretion. Lessee shall remain solely responsible for obtaining all other approvals and permits from any other governmental entity under any existing fire regulations or other laws or regulations. County's refusal to approve plans and layouts for decorations, installations, or any other additions or alterations to the Facility shall not constitute a breach of this Lease by County.
- (b) In the event the County approves of any addition, erection, installation, or other physical alteration, Lessee bears the sole responsibility and cost of restoring the Facility to the same or better condition in which the Lessee first accepted the Facility.
- (c) Lessee is prohibited from changing or removing locks or hardware on any door in the Facility.
- (d) Lessee understands and agrees that liens cannot be placed on Tennessee government property including property owned by Tennessee counties. Lessee has no authority, express, or implied, to create or place any lien or encumbrance on the Facility. Lessee shall pay or cause to be paid all sums due and payable by Lessee on account of any labor performed or materials furnished in connection with any work performed on the Facility.

9. **DEFAULT.**

- (a) Lessee shall be in default of this Lease if:
- i. It uses the facility for the storage or housing of privately owned personal property, material, vehicles, or equipment or operates a commercial business out of the Facility or on the property.
 - ii. It breaches any provision of this Lease or any rules and regulations promulgated by the County pertaining to the Facility;

- iii. It violates any applicable laws or ordinances during its use of the Facility;
 - iv. It abandons the Facility before the end of the Term; or
 - v. It dissolves or ceases providing fire protection, emergency response activities, and/or other emergency or non-emergency services.
- (b) Upon default by Lessee, County may exercise the following remedies, in its sole discretion:
- i. Declare the Total Rent under this Lease due and to take immediate possession of the Facility;
 - ii. Terminate this Lease by giving the Lessee written notice of termination, which shall not excuse any breach of this Lease by Lessee. Upon termination based on breach of this Lease, Lessee shall pay the Total Rent together with all other costs, expenses or damages incurred by the County as a result of any breach of this Lease; or
 - iii. Pursue any other remedies available to the County either at law or equity.
- (c) No single or partial exercise of a right or remedy shall preclude any other or further exercise of a right or remedy. No waiver by the County of any default shall operate as a waiver of any other default, or the same default on a future occasion. No delay or omission by the County in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise of a right or remedy shall preclude any other or further exercise thereof, or the exercise of any other right or remedy.
- (d) **IN THE EVENT OF DEFAULT BY THE COUNTY, THE LIABILITY OF THE COUNTY SHALL BE LIMITED TO THE RETURN OF ANY UNEARNED RENT PAID TO THE COUNTY BY THE LESSEE UNDER THIS LEASE.**
10. **ASSUMPTION OF RESPONSIBILITY.** Lessee expressly assumes full responsibility for all persons connected with Lessee's use of the Facility regardless of relationship, including all its employees, agents, members, invitees, visitors, and licensees.
11. **ABANDONED PROPERTY.** Any property remaining in the Facility or any property stored by County which has not been claimed by Lessee within 10 days after the expiration of this Lease shall be deemed abandoned by Lessee. At County's option, County may: (i) take possession of it and treat it as its own property and utilize it, or destroy it or otherwise dispose of it, or (ii) store it at Lessee's sole expense and risk. Lessee hereby waives any right to claim the value thereof or damages therefore. Lessee shall be liable to County for: (i) the cost incurred by County in disposing of or destroying the abandoned property and (ii) the cost of storing it if County elects to store it for Lessee.
12. **COPYRIGHTS, ROYALTIES, AND TRADEMARKS.** Lessee warrants that no music, visual displays, video, DVDs, literary or artistic work, or other property protected by copyright will be performed, reproduced, provided, or used, nor will the name of any entity protected by trademark be reproduced or used during Lessee's use of the Facility unless Lessee has obtained written permission from the copyright or trademark holder and has satisfied all copyright and trademark laws. Lessee shall comply strictly with all laws respecting copyright, royalties and trademarks and warrants that it will not infringe any related statutory, common law, or other right of any person during its use of the Facility. Lessee shall indemnify and hold County and its officers, agents and employees harmless from all claims, losses and damages (including court costs and attorney fees) with respect to such copyright, royalty or trademark rights violations or acts.
13. **HAZARDOUS PROPERTY.** Lessee shall not bring upon the Facility any exhibit, equipment, material, item, or vehicle which is defined by any law or any codes as hazardous material or any material or item that in the sole judgment of the County Property Manager might be dangerous to persons or property or otherwise incompatible with the structure, systems, and furnishings of the Facility. Lessee shall be solely responsible for all damages and/or injuries occurring as a result of Lessee's breach of this Section. For the purpose of this Lease the term "hazardous material" shall include, without limitation, hazardous materials, asbestos, PCB's, petroleum and petroleum products and by-products, crude oil, pollutants, contaminants, toxic or hazardous wastes, or any other substances, which is required, by any contaminants, toxic or hazardous wastes, or any other substances.

14. **HEALTH AND SAFETY.**
- (a) Lessee will conform to the following Health and Safety provisions: U.S. Department of Labor, Occupational Safety and Health Act, all other applicable Federal, State, County and local laws, ordinances, codes, landfill regulations, and any other regulations as may be cited in this Lease. When any of these authorities are in conflict, the more stringent regulation/requirement will be followed. The Lessee's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve its responsibility to comply with the safety provisions.
- (b) If death, serious injuries, or serious property damage are caused, Lessee agrees to immediately report such incident to Williamson County Government Risk Management at (615) 790-5466 during business hours, or at (615) 791-6200 (requesting dispatch), after business hours, holidays and weekends.
15. **ASSIGNMENT-CONSENT REQUIRED.** The provisions of this Lease shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. Assignment or sublease of this Lease, or any of the rights and obligations of Lessee hereunder, in whole or in part, requires the prior written consent of the County, which may be withheld at the discretion of the County. Any such assignment, sublease, or transfer shall not release Lessee from its obligations hereunder. This Lease may only be assigned to an entity that is a not-for-profit entity providing similar services as the Lessee.
16. **SEVERABILITY.** In the event that any section and/or term of this Lease is found by a court of competent jurisdiction to be in contravention of the Constitution of this State or of the United States, or any law of this State, such section and/or term is to be severable from the remainder of the Lease, and the remaining sections and/or terms are to be fully enforceable.
17. **ENTIRE AGREEMENT.** This Lease and its attachment 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 Lease shall be valid or binding; and this Lease may not be enlarged, modified, or altered except in writing signed by the parties and attached hereto.
18. **FORCE MAJEURE.** If the Facility or any part of the Facility is destroyed or damaged by fire or any other cause, or if any other casualty of unforeseen occurrence renders the fulfillment of this Lease by County impossible, then this Lease shall terminate. If such impossibility of performance shall be due to the act or omissions of the Lessee, its agents, employees, members, licensees, or invitees, then the Lessee shall be liable for any and all injuries and damages resulting from such acts or omissions.
19. **WAIVER.** No waiver of any provision of this Lease shall be valid unless in writing and signed by the parties against who charged.
20. **CONFLICTING TERMS.** The parties agree that should the language in this Lease conflict with any language included in any documentation whether provided for by Lessee or not, then the language or terms of this Lease shall be controlling.
21. **EMPLOYMENT PRACTICES.** Lessee shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex or which is in violation of applicable laws concerning the employment of individuals with disabilities.
22. **EMPLOYMENT OF UNDOCUMENTED WORKERS.** The Lessee 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 this Lease and may lead to civil penalties and debarment or suspension from being a contractor or subcontractor under contracts with Williamson County.

- 23. **RELATIONHIP OF PARTIES.** Lessee understands and agrees that there is no employer/employee relationship or agency relationship between the parties and that neither the Lessee nor any of its volunteers, employees, officers, and agents are entitled to any employee benefits including, but not limited to, retirement benefits, health insurance coverage or other insurance coverage as a result of the work performed under this Agreement unless otherwise agreed by the parties. Williamson County shall not be responsible for deducting and paying Social Security Taxes, Unemployment Taxes, or withholding Federal Income Taxes.
- 24. **HEADING.** The headings in this Lease are for convenience and reference and are not intended to define or limit the scope of any provisions of this Lease.
- 25. **EFFECTIVE DATE.** This Lease shall not be binding upon the parties until it has been signed first by Lessee, approval is received from the County legislative body, and signed by the authorized representatives of Williamson County government and has been filed in the office of the Williamson County Mayor.

IN WITNESS WHEREOF, the parties have set their hands as of the day and year first above written,

County:
WILLIAMSON COUNTY, TENNESSEE

Lessee:
NOLENSVILLE VOLUNTEER FIRE DEPARTMENT

By: _____
Rogers Anderson, County Mayor

By: _____
Title: _____

Williamson County Property Manager

Al Ritter, Property Manager

Insurance

Wayne Franklin, Risk Manager

Legality

County Attorney

FILED 5/27/10
ENTERED 11:30 a.m.
ELAINE ANDERSON, COUNTY CLERK JW

Resolution No. 6-10-19
Requested by: Williamson County Mayor's Office

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR
TO ENTER INTO A LEASE AGREEMENT WITH
THE FLAT CREEK-BETHESDA VOLUNTEER FIRE DEPARTMENT**

- WHEREAS,** pursuant to *Tennessee Code Annotated*, Section 5-7-116, a Tennessee county may lease land or existing buildings owned by the county to any person, corporation, partnership or association for such consideration and upon such terms as in the judgment of the governing body are in the interests of the county; and
- WHEREAS,** Williamson County owns a structure located at 4911 Bethesda Road, Thompson Station, Tennessee which the Flat Creek-Bethesda Volunteer Fire Department ("Department") is currently occupying under a lease agreement; and
- WHEREAS,** the Department has requested a continuation of the current lease agreement which will expire on June 30, 2010; and
- WHEREAS,** the Department has agreed to continue providing fire protection and other emergency and non-emergency services; and
- WHEREAS,** finding it to be in the interest of the citizens of Williamson County, the Williamson County Board of Commissioners desires to grant the County Mayor the authority to enter into the attached lease agreement with the Department to permit them continued use of the facility:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners, meeting in regular session this the 14th day of June, 2010, hereby authorizes the County Mayor to execute the attached lease agreement, and any future documents, amendments or addendums, with the Flat Creek-Bethesda Volunteer Fire Department for the lease of the facility currently being occupied by the Department and located at 4911 Bethesda Road, Thompson Station, Tennessee;

AND BE IT FURTHER RESOLVED, that a minimum of 7 days notice be published in a newspaper of general circulation and that such notice shall identify the real property to be considered, the term or terms of such lease and the contracting party.


County Commissioner


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Property Committee For 6 Against 0

Law Enforcement/Public Safety For 4 Against 0

Commission Action Taken: For Against Pass Out

Elaine Anderson, County Clerk

Houston Naron, Jr., Commission Chairman

Rogers C. Anderson, County Mayor

Date

LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into by and between **WILLIAMSON COUNTY, TENNESSEE**, ("County" or "Lessor"), and the **FLAT CREEK-BETHESDA VOLUNTEER FIRE DEPARTMENT**, ("Lessee"), a not-for-profit entity providing fire protection and other emergency and nonemergency response services within Williamson County, on this the _____ day of _____, 2010.

RECITALS

WHEREAS, County is the owner of a public facility located at 4911 Bethesda Road, Thompson Station, Tennessee, ("Facility"), located in Williamson County, Tennessee, which Lessee is currently leasing from the County; and

WHEREAS, Lessee is a non-profit organization who provides fire protection and other emergency and non emergency response activities in Williamson County and has expressed its interest in continuing its lease of the Facility.

NOW THEREFORE, in consideration of the mutual covenants of the parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Lessee agree as follows:

WITNESSETH:1. DEMISE, TERM & LEASE.

- (a) County leases the Facility to the Lessee to provide fire protection, emergency response activities, and other emergency and non-emergency services. Lessee shall remain responsible for all of its equipment, supplies, records, documents and all other items owned by Lessee or under Lessee's supervision. As part of the consideration for the County agreeing to lease the Facility to Lessee for below market value, the Lessee agrees that it shall provide its services in Williamson County and assist in other areas outside its service area should a disaster occur and as requested in a manner as provided for pursuant to Tennessee Law.
- (b) The initial term of this Lease shall be for a period of 3 years, commencing on the 1st day of July, 2010, and ending on the 30th day of June, 2013, at an annual rental fee of \$1.00, payable to the County at the address stated in this Lease, in 1 annual payment to be made on the 1st day of July of each year.
- (c) This Lease may be extended for 3 additional terms of 3 years each. The option to extend the lease shall be exercised in the discretion of the County. To be effective, any extension must be approved for form by the County Attorney's Office and the Department of Finance for the availability of funds and signed by the Williamson County Mayor.
- (d) The parties agree that should the County decide that it is in the best interest of the County to terminate this Lease, then County reserves the right to terminate this Lease Agreement by providing Lessee 90 day's written notice. Unless another date is agreed in writing by the parties, the Lease will terminate on the 91st day of the notice.
- (e) In the event Lessee fails to relinquish the Facility at the termination of this Lease and with the consent of the County, the Lease shall be a month to month lease, terminable upon 30 days notice by either party, and all terms and provisions of this Lease shall be applicable during that period.

2. LESSEE'S COVENANTS.

- (a) Use. Lessee shall only use the Facility for its not-for-profit purposes including, but not limited to, fire protection and emergency response activities and in a manner that does not cause a nuisance, at the determination of the County, or violate any applicable law, ordinance, or rule. **The Lessee understands that the Facility and surrounding property shall not be used for any use not related to fire protection or emergency response activities including, but not limited to, storage of personal property, equipment, and/or operation of any business activities. Violation of this subsection shall be a material breach of this Lease and upon providing notice to the Lessee, County may terminate this Lease immediately or upon notice by the County, Lessee shall prohibit the individual(s) from entering the Facility for any purpose.**
- (b) Obligation to Secure the Facility. Lessee agrees that it will be solely responsible for obtaining all equipment, computers, supplies, and any other material and that Lessee shall be responsible in ensuring that the items are secured in the Facility. Williamson County shall not be responsible for any loss or damage to any computers, equipment, documents or other items owned, leased or used by Lessee.
- (c) Interest in the Facility. Lessee agrees that it shall have no ownership interest in the Facility, furniture, equipment, or supplies that are owned or leased by Williamson County.
- (d) Unlawful, Improper, or Offensive Use. Lessee will not make or suffer any unlawful, improper, or offensive use of the Facility or any use or occupancy thereof contrary to any of the terms of this Lease, any laws of the State of Tennessee or any ordinance of the County or other local jurisdiction, or which shall be injurious to any person or property, or which shall be liable to endanger or affect any insurance on the property or to increase the premium thereof. Lessee shall be solely and fully responsible for all damages and injuries which are a result of any action that is in violation of this subsection (d).
- (e) Assignment. Lessee will not assign any portion of the Facility or its authority to use the Facility, either in whole or in part, without first obtaining the written consent of the County and only if the assignment is with a not-for-profit entity that provides all of the fire and emergency response services for which the Lessee provides.
- (f) Indemnification of County. County shall not be liable for any loss, damage or injury to persons or property occurring, regardless of cause, in or about the Facility, and Lessee shall indemnify and hold County harmless from any and all such injuries and damages, and shall defend any claims or legal action arising therefrom, and pay all judgments resulting therefrom and shall reimburse County for all costs and expenses, including reasonable attorney's fees, paid or incurred by County as a result of the Lessee's use of the Facility. Lessee shall also indemnify and hold the County harmless from any and all claims, damages, penalties, costs and attorney fees arising from any action brought against Williamson County by any of Lessee's officers, employees, invitees, patrons, subcontractors, and/or agents arising out of any injury incurred by such officer, employee, invitee, patron, subcontractor, and/or agent in the course of the performance of this Agreement or habitation of the Facility, regardless of the cause of such injury.
- (g) Assent Not Waiver of Future Breach of Covenants. No assent, express or implied, by the County to any breach of any of the Lessee's covenants, shall be deemed to be a waiver of any succeeding breach of the same covenant.
- (h) Utilities and Other Costs. Unless otherwise agreed by the County, Lessee shall be responsible for its utilities including, but not limited to, gas, electricity, water and sewer rates, and all other charges which may become payable during the term of this Lease. Lessee shall be responsible for all service charges, installation fees and long distance charges incurred in connection with telephone service for the Facility. All costs that are not specifically defined herein as the responsibility of the County shall be the responsibility of the Lessee. County shall not be responsible for any interruption, discontinuance or failure of any utility or other services furnished to the Facility.

- (i) Signs. Lessee shall not place any signs in or on the Facility or on the surrounding grounds without receiving prior written approval from the County and obtaining all required permits. Lessee shall comply with all zoning ordinances concerning signs.
 - (j) Compliance with County Rules and Regulations. Lessee agrees to comply with the rules and regulations of County as to utilization of the Facility.
 - (k) Damage. Lessee shall be responsible for any and all damage caused to the Facility by any of Lessee's officers, employees, agents, contractors, subcontractors, invitees, or patrons.
 - (l) Waste. Lessee shall not commit any waste to any portion of the Facility. At the expiration or termination of this Lease, Lessee shall deliver and surrender the Facility to the County in good order, condition, and repair, except for ordinary wear and tear.
 - (m) County Access. Lessee agrees that the County shall have unrestricted access to the Facility to inspect the use of the Facility by Lessee.
 - (n) Upkeep of Lawn. Unless otherwise agreed by the County in writing, the Lessee shall be responsible for maintaining the surrounding property in a neat manner.
3. **COUNTY'S COVENANT FOR LIMITED USE.** The County warrants that it has the fee simple ownership of the Facility and has received the required approval authorizing the execution of this Lease. County agrees to permit Lessee to use the Facility for the limited purposes as provided for herein for the entire lease period unless otherwise terminated. County agrees that it will not unreasonably interfere with Lessee's rights to use the Facility. In the event Lessee fails to make any repairs or replacements, County reserves the right to enter the Facility at any time and make the repairs or replacements, or perform any maintenance required to be made by the Lessee. Lessee shall reimburse the County for all costs associated, including labor, in making the repairs, maintenance or repair.
4. **COVENANTS & AGREEMENTS.** All of the covenants, agreements and conditions of this Lease Agreement shall accrue to the benefit of and be binding upon the respective parties hereto and their successors and assigns as if they were in every case named and express.
5. **INSURANCE.** Without limiting its liability under this Lease, the Lessee will procure and maintain at Lessee's expense during the life of this Lease all applicable insurance types and in the minimum amounts stated as follows:
- (a) General Liability – Must be on an Occurrence Form, Claims Made is Not Acceptable, and will include:
 - i) Per Occurrence limit of not less than \$ 1,000,000
 - ii) General Aggregate will not be less than \$ 1,000,000
 - iii) Medical Expense Limit will not be less than \$ 5,000 on any one person.
 - iv) Completed Operations, including on-going operations in favor of the Additional Insured
 - v) Contractual Liability
 - vi) Personal Injury
 - (b) Umbrella Excess Liability
 - i) \$ 1,000,000 over primary insurance
 - (c) Workers Compensation
 - i) State: Statutory
 - ii) Employer's Liability:
 - \$ 1,000,000 per Accident
 - \$ 1,000,000 Disease, Policy Limit
 - \$ 1,000,000 Disease Each Employee

The Commercial General Liability policy will name Williamson County Government as an Additional Insured with respect to the Agreement only. The insurance will be written by a company or companies licensed to do business in the State of Tennessee and satisfactory to Williamson County Government Risk Management. At the time of execution of this Lease, Lessee shall provide County a Certificate of Insurance evidencing that maintenance of the insurance will

be furnished to Williamson County Government Risk Management. The insurance requirements may be waived upon agreement by the Williamson County Mayor. All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the County.

6. **CHOICE OF LAW; VENUE.** This Lease shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this Lease or its attachment becomes subject to litigation, exclusive venue for such action will be in Williamson County, Tennessee or in a federal court with jurisdiction over Williamson County.
7. **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**
1320 West Main Street, Suite 125
Franklin, TN 37064

With copy to: Buerger, Moseley & Carson, PLC
306 Public Square
Franklin, TN 37064-2503

Lessee: **FLAT CREEK-BETHESDA VOLUNTEER FIRE DEPARTMENT**
4911 Bethesda Road
Thompson Station, TN 37179

8. **PRIOR CONSENT FOR ALTERATIONS, ADDITIONS, ETC.**

- (a) No addition, erection, installation, or other physical alteration of the Facility shall be made without the prior approval of the County. Prior to making any changes to the Facility, Lessee shall submit to the County plans and layouts of such decorations, or installations for approval by the County. All approvals will be granted or denied in the County's sole discretion. Lessee shall remain solely responsible for obtaining all other approvals and permits from any other governmental entity under any existing fire regulations or other laws or regulations. County's refusal to approve plans and layouts for decorations, installations, or any other additions or alterations to the Facility shall not constitute a breach of this Lease by County.
- (b) In the event the County approves of any addition, erection, installation, or other physical alteration, Lessee bears the sole responsibility and cost of restoring the Facility to the same or better condition in which the Lessee first accepted the Facility.
- (c) Lessee is prohibited from changing or removing locks or hardware on any door in the Facility.
- (d) Lessee understands and agrees that liens cannot be placed on Tennessee government property including property owned by Tennessee counties. Lessee has no authority, express, or implied, to create or place any lien or encumbrance on the Facility. Lessee shall pay or cause to be paid all sums due and payable by Lessee on account of any labor performed or materials furnished in connection with any work performed on the Facility.

9. **DEFAULT.**

- (a) Lessee shall be in default of this Lease if:
- i. It uses the facility for the storage or housing of privately owned personal property, material, vehicles, or equipment or operates a commercial business out of the Facility or on the property.
 - ii. It breaches any provision of this Lease or any rules and regulations promulgated by the County pertaining to the Facility;

- iii. It violates any applicable laws or ordinances during its use of the Facility;
 - iv. It abandons the Facility before the end of the Term; or
 - v. It dissolves or ceases providing fire protection, emergency response activities, and/or other emergency or non-emergency services.
- (b) Upon default by Lessee, County may exercise the following remedies, in its sole discretion:
- i. Declare the Total Rent under this Lease due and to take immediate possession of the Facility;
 - ii. Terminate this Lease by giving the Lessee written notice of termination, which shall not excuse any breach of this Lease by Lessee. Upon termination based on breach of this Lease, Lessee shall pay the Total Rent together with all other costs, expenses or damages incurred by the County as a result of any breach of this Lease; or
 - iii. Pursue any other remedies available to the County either at law or equity.
- (c) No single or partial exercise of a right or remedy shall preclude any other or further exercise of a right or remedy. No waiver by the County of any default shall operate as a waiver of any other default, or the same default on a future occasion. No delay or omission by the County in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise of a right or remedy shall preclude any other or further exercise thereof, or the exercise of any other right or remedy.
- (d) **IN THE EVENT OF DEFAULT BY THE COUNTY, THE LIABILITY OF THE COUNTY SHALL BE LIMITED TO THE RETURN OF ANY UNEARNED RENT PAID TO THE COUNTY BY THE LESSEE UNDER THIS LEASE.**
10. **ASSUMPTION OF RESPONSIBILITY.** Lessee expressly assumes full responsibility for all persons connected with Lessee's use of the Facility regardless of relationship, including all its employees, agents, members, invitees, visitors, and licensees.
11. **ABANDONED PROPERTY.** Any property remaining in the Facility or any property stored by County which has not been claimed by Lessee within 10 days after the expiration of this Lease shall be deemed abandoned by Lessee. At County's option, County may: (i) take possession of it and treat it as its own property and utilize it, or destroy it or otherwise dispose of it, or (ii) store it at Lessee's sole expense and risk. Lessee hereby waives any right to claim the value thereof or damages therefore. Lessee shall be liable to County for: (i) the cost incurred by County in disposing of or destroying the abandoned property and (ii) the cost of storing it if County elects to store it for Lessee.
12. **COPYRIGHTS, ROYALTIES, AND TRADEMARKS.** Lessee warrants that no music, visual displays, video, DVDs, literary or artistic work, or other property protected by copyright will be performed, reproduced, provided, or used, nor will the name of any entity protected by trademark be reproduced or used during Lessee's use of the Facility unless Lessee has obtained written permission from the copyright or trademark holder and has satisfied all copyright and trademark laws. Lessee shall comply strictly with all laws respecting copyright, royalties and trademarks and warrants that it will not infringe any related statutory, common law, or other right of any person during its use of the Facility. Lessee shall indemnify and hold County and its officers, agents and employees harmless from all claims, losses and damages (including court costs and attorney fees) with respect to such copyright, royalty or trademark rights violations or acts.
13. **HAZARDOUS PROPERTY.** Lessee shall not bring upon the Facility any exhibit, equipment, material, item, or vehicle which is defined by any law or any codes as hazardous material or any material or item that in the sole judgment of the County Property Manager might be dangerous to persons or property or otherwise incompatible with the structure, systems, and furnishings of the Facility. Lessee shall be solely responsible for all damages and/or injuries occurring as a result of Lessee's breach of this Section. For the purpose of this Lease the term "hazardous material" shall include, without limitation, hazardous materials, asbestos, PCB's, petroleum and petroleum products and by-products, crude oil, pollutants, contaminants, toxic or hazardous wastes, or any other substances, which is required, by any contaminants, toxic or hazardous wastes, or any other substances.

14. **HEALTH AND SAFETY.**

- (a) Lessee will conform to the following Health and Safety provisions: U.S. Department of Labor, Occupational Safety and Health Act, all other applicable Federal, State, County and local laws, ordinances, codes, landfill regulations, and any other regulations as may be cited in this Lease. When any of these authorities are in conflict, the more stringent regulation/requirement will be followed. The Lessee's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve its responsibility to comply with the safety provisions.
- (b) If death, serious injuries, or serious property damage are caused, Lessee agrees to immediately report such incident to Williamson County Government Risk Management at (615) 790-5466 during business hours, or at (615) 791-6200 (requesting dispatch), after business hours, holidays and weekends.

15. **ASSIGNMENT-CONSENT REQUIRED.** The provisions of this Lease shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. Assignment or sublease of this Lease, or any of the rights and obligations of Lessee hereunder, in whole or in part, requires the prior written consent of the County, which may be withheld at the discretion of the County. Any such assignment, sublease, or transfer shall not release Lessee from its obligations hereunder. This Lease may only be assigned to an entity that is a not-for-profit entity providing similar services as the Lessee.

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

17. **ENTIRE AGREEMENT.** This Lease and its attachment 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 Lease shall be valid or binding; and this Lease may not be enlarged, modified, or altered except in writing signed by the parties and attached hereto.

18. **FORCE MAJEURE.** If the Facility or any part of the Facility is destroyed or damaged by fire or any other cause, or if any other casualty of unforeseen occurrence renders the fulfillment of this Lease by County impossible, then this Lease shall terminate. If such impossibility of performance shall be due to the act or omissions of the Lessee, its agents, employees, members, licensees, or invitees, then the Lessee shall be liable for any and all injuries and damages resulting from such acts or omissions.

19. **WAIVER.** No waiver of any provision of this Lease shall be valid unless in writing and signed by the parties against who charged.

20. **CONFLICTING TERMS.** The parties agree that should the language in this Lease conflict with any language included in any documentation whether provided for by Lessee or not, then the language or terms of this Lease shall be controlling.

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

22. **EMPLOYMENT OF UNDOCUMENTED WORKERS.** The Lessee 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 this Lease and may lead to civil penalties and debarment or suspension from being a contractor or subcontractor under contracts with Williamson County.

- 23. **RELATIONSHIP OF PARTIES.** Lessee understands and agrees that there is no employer/employee relationship or agency relationship between the parties and that neither the Lessee nor any of its volunteers, employees, officers, and agents are entitled to any employee benefits including, but not limited to, retirement benefits, health insurance coverage or other insurance coverage as a result of the work performed under this Agreement unless otherwise agreed by the parties. Williamson County shall not be responsible for deducting and paying Social Security Taxes, Unemployment Taxes, or withholding Federal Income Taxes.
- 24. **HEADING.** The headings in this Lease are for convenience and reference and are not intended to define or limit the scope of any provisions of this Lease.
- 25. **EFFECTIVE DATE.** This Lease shall not be binding upon the parties until it has been signed first by Lessee, approval is received from the County legislative body, and signed by the authorized representatives of Williamson County government and has been filed in the office of the Williamson County Mayor.

IN WITNESS WHEREOF, the parties have set their hands as of the day and year first above written.

County:

WILLIAMSON COUNTY, TENNESSEE

Lessee:

**FLAT CREEK-BETHESDA VOLUNTEER
FIRE DEPARTMENT**

By: _____
Rogers Anderson, County Mayor

By: _____

Title: _____

Williamson County Property Manager

Al Ritter, Property Manager

Insurance

Wayne Franklin, Risk Manager

Legality

County Attorney

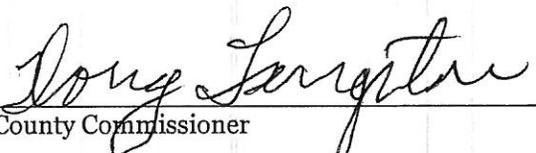
Resolution No. 6-10-20
Requested by: Williamson County Mayor's Office

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR
TO ENTER INTO A LEASE AGREEMENT WITH
THE COLLEGE GROVE FIRE DEPARTMENT**

- WHEREAS,** pursuant to *Tennessee Code Annotated*, Section 5-7-116, a Tennessee county may lease land or existing buildings owned by the county to any person, corporation, partnership or association for such consideration and upon such terms as in the judgment of the governing body are in the interests of the county; and
- WHEREAS,** Williamson County owns a structure located at 6600 Depot Street, College Grove, Tennessee which the College Grove Fire Department ("Department") is currently occupying under a lease agreement; and
- WHEREAS,** the Department has requested a continuation to the current lease agreement which will expire on June 30, 2010; and
- WHEREAS,** the Department has agreed to continue providing fire protection and other emergency and non-emergency services; and
- WHEREAS,** finding it to be in the interest of the citizens of Williamson County, the Williamson County Board of Commissioners desires to grant the County Mayor the authority to enter into the attached lease agreement with the Department to permit them continued use of the facility:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners, meeting in regular session this the 14th day of June, 2010, hereby authorizes the County Mayor to execute the attached lease agreement, and any future documents, amendments or addendums, with the College Grove Fire Department for the lease of the facility currently being occupied by the Department and located at 6600 Depot Street, College Grove, Tennessee;

AND BE IT FURTHER RESOLVED, that a minimum of 7 days notice be published in a newspaper of general circulation and that such notice shall identify the real property to be considered, the term or terms of such lease and the contracting party.



County Commissioner



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Property Committee	For	<u>6</u>	Against	<u>0</u>
Law Enforcement/Public Safety	For	<u>4</u>	Against	<u>0</u>
Commission Action Taken:	For	_____	Against	_____
	Pass	_____	Out	_____

Elaine Anderson, County Clerk

Houston Naron, Jr., Commission Chairman

Rogers C. Anderson, County Mayor

Date

LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into by and between **WILLIAMSON COUNTY, TENNESSEE**, ("County" or "Lessor"), and the **COLLEGE GROVE FIRE DEPARTMENT**, ("Lessee"), a not-for-profit entity providing fire protection and other emergency and nonemergency response services within Williamson County, on this the _____ day of _____, 2010.

RECITALS

WHEREAS, County is the owner of a public facility located at 6600 Depot Street, College Grove, Tennessee, ("Facility"), located in Williamson County, Tennessee, which Lessee is currently leasing from the County; and

WHEREAS, Lessee is a non-profit organization who provides fire protection and other emergency and non emergency response activities in Williamson County and has expressed its interest in continuing its lease of the Facility.

NOW THEREFORE, in consideration of the mutual covenants of the parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Lessee agree as follows:

WITNESSETH:**1. DEMISE, TERM & LEASE.**

- (a) County leases the Facility to the Lessee to provide fire protection, emergency response activities, and other emergency and non-emergency services. Lessee shall remain responsible for all of its equipment, supplies, records, documents and all other items owned by Lessee or under Lessee's supervision. As part of the consideration for the County agreeing to lease the Facility to Lessee for below market value, the Lessee agrees that it shall provide its services in Williamson County and assist in other areas outside its service area should a disaster occur and as requested in a manner as provided for pursuant to Tennessee Law.
- (b) The initial term of this Lease shall be for a period of 3 years, commencing on the 1st day of July, 2010, and ending on the 30th day of June, 2013, at an annual rental fee of \$1.00, payable to the County at the address stated in this Lease, in 1 annual payment to be made on the 1st day of July of each year.
- (c) This Lease may be extended for 3 additional terms of 3 years each. The option to extend the lease shall be exercised in the discretion of the County. To be effective, any extension must be approved for form by the County Attorney's Office and the Department of Finance for the availability of funds and signed by the Williamson County Mayor.
- (d) The parties agree that should the County decide that it is in the best interest of the County to terminate this Lease, then County reserves the right to terminate this Lease Agreement by providing Lessee 90 day's written notice. Unless another date is agreed in writing by the parties, the Lease will terminate on the 91st day of the notice.
- (e) In the event Lessee fails to relinquish the Facility at the termination of this Lease and with the consent of the County, the Lease shall be a month to month lease, terminable upon 30 days notice by either party, and all terms and provisions of this Lease shall be applicable during that period.

2. LESSEE'S COVENANTS.

- (a) Use. Lessee shall only use the Facility for its not-for-profit purposes including, but not limited to, fire protection and emergency response activities and in a manner that does

not cause a nuisance, at the determination of the County, or violate any applicable law, ordinance, or rule. **The Lessee understands that the Facility and surrounding property shall not be used for any use not related to fire protection or emergency response activities including, but not limited to, storage of personal property, equipment, and/or operation of any business activities. Violation of this subsection shall be a material breach of this Lease and upon providing notice to the Lessee, County may terminate this Lease immediately or upon notice by the County, Lessee shall prohibit the individual(s) from entering the Facility for any purpose.**

- (b) Obligation to Secure the Facility. Lessee agrees that it will be solely responsible for obtaining all equipment, computers, supplies, and any other material and that Lessee shall be responsible in ensuring that the items are secured in the Facility. Williamson County shall not be responsible for any loss or damage to any computers, equipment, documents or other items owned, leased or used by Lessee.
- (c) Interest in the Facility. Lessee agrees that it shall have no ownership interest in the Facility, furniture, equipment, or supplies that are owned or leased by Williamson County.
- (d) Unlawful, Improper, or Offensive Use. Lessee will not make or suffer any unlawful, improper, or offensive use of the Facility or any use or occupancy thereof contrary to any of the terms of this Lease, any laws of the State of Tennessee or any ordinance of the County or other local jurisdiction, or which shall be injurious to any person or property, or which shall be liable to endanger or affect any insurance on the property or to increase the premium thereof. Lessee shall be solely and fully responsible for all damages and injuries which are a result of any action that is in violation of this subsection (d).
- (e) Assignment. Lessee will not assign any portion of the Facility or its authority to use the Facility, either in whole or in part, without first obtaining the written consent of the County and only if the assignment is with a not-for-profit entity that provides all of the fire and emergency response services for which the Lessee provides.
- (f) Indemnification of County. County shall not be liable for any loss, damage or injury to persons or property occurring, regardless of cause, in or about the Facility, and Lessee shall indemnify and hold County harmless from any and all such injuries and damages, and shall defend any claims or legal action arising therefrom, and pay all judgments resulting therefrom and shall reimburse County for all costs and expenses, including reasonable attorney's fees, paid or incurred by County as a result of the Lessee's use of the Facility. Lessee shall also indemnify and hold the County harmless from any and all claims, damages, penalties, costs and attorney fees arising from any action brought against Williamson County by any of Lessee's officers, employees, invitees, patrons, subcontractors, and/or agents arising out of any injury incurred by such officer, employee, invitee, patron, subcontractor, and/or agent in the course of the performance of this Agreement or habitation of the Facility, regardless of the cause of such injury.
- (g) Assent Not Waiver of Future Breach of Covenants. No assent, express or implied, by the County to any breach of any of the Lessee's covenants, shall be deemed to be a waiver of any succeeding breach of the same covenant.
- (h) Utilities and Other Costs. Unless otherwise agreed by the County, Lessee shall be responsible for its utilities including, but not limited to, gas, electricity, water and sewer rates, and all other charges which may become payable during the term of this Lease. Lessee shall be responsible for all service charges, installation fees and long distance charges incurred in connection with telephone service for the Facility. All costs that are not specifically defined herein as the responsibility of the County shall be the responsibility of the Lessee. County shall not be responsible for any interruption, discontinuance or failure of any utility or other services furnished to the Facility.
- (i) Signs. Lessee shall not place any signs in or on the Facility or on the surrounding grounds without receiving prior written approval from the County and obtaining all required permits. Lessee shall comply with all zoning ordinances concerning signs.
- (j) Compliance with County Rules and Regulations. Lessee agrees to comply with the rules and regulations of County as to utilization of the Facility.

- (k) Damage. Lessee shall be responsible for any and all damage caused to the Facility by any of Lessee's officers, employees, agents, contractors, subcontractors, invitees, or patrons.
- (l) Waste. Lessee shall not commit any waste to any portion of the Facility. At the expiration or termination of this Lease, Lessee shall deliver and surrender the Facility to the County in good order, condition, and repair, except for ordinary wear and tear.
- (m) County Access. Lessee agrees that the County shall have unrestricted access to the Facility to inspect the use of the Facility by Lessee.
- (n) Upkeep of Lawn. Unless otherwise agreed by the County in writing, the Lessee shall be responsible for maintaining the surrounding property in a neat manner.
3. **COUNTY'S COVENANT FOR LIMITED USE.** The County warrants that it has the fee simple ownership of the Facility and has received the required approval authorizing the execution of this Lease. County agrees to permit Lessee to use the Facility for the limited purposes as provided for herein for the entire lease period unless otherwise terminated. County agrees that it will not unreasonably interfere with Lessee's rights to use the Facility. In the event Lessee fails to make any repairs or replacements, County reserves the right to enter the Facility at any time and make the repairs or replacements, or perform any maintenance required to be made by the Lessee. Lessee shall reimburse the County for all costs associated, including labor, in making the repairs, maintenance or repair.
4. **COVENANTS & AGREEMENTS.** All of the covenants, agreements and conditions of this Lease Agreement shall accrue to the benefit of and be binding upon the respective parties hereto and their successors and assigns as if they were in every case named and express.
5. **INSURANCE.** Without limiting its liability under this Lease, the Lessee will procure and maintain at Lessee's expense during the life of this Lease all applicable insurance types and in the minimum amounts stated as follows:
- (a) General Liability – Must be on an Occurrence Form, Claims Made is Not Acceptable, and will include:
- | | | |
|------|--|-----------------------------|
| i) | Per Occurrence limit of not less than | \$ 1,000,000 |
| ii) | General Aggregate will not be less than | \$ 1,000,000 |
| iii) | Medical Expense Limit will not be less than | \$ 5,000 on any one person. |
| iv) | Completed Operations, including on-going operations in favor of the Additional Insured | |
| v) | Contractual Liability | |
| vi) | Personal Injury | |
- (b) Umbrella Excess Liability
- | | |
|----|-------------------------------------|
| i) | \$ 1,000,000 over primary insurance |
|----|-------------------------------------|
- (c) Workers Compensation
- | | |
|-----|------------------------------------|
| i) | State: Statutory |
| ii) | Employer's Liability: |
| | \$ 1,000,000 per Accident |
| | \$ 1,000,000 Disease, Policy Limit |
| | \$ 1,000,000 Disease Each Employee |

The Commercial General Liability policy will name Williamson County Government as an Additional Insured with respect to the Agreement only. The insurance will be written by a company or companies licensed to do business in the State of Tennessee and satisfactory to Williamson County Government Risk Management. At the time of execution of this Lease, Lessee shall provide County a Certificate of Insurance evidencing that maintenance of the insurance will be furnished to Williamson County Government Risk Management. The insurance requirements may be waived upon agreement by the Williamson County Mayor. All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by State

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

7. **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**
1320 West Main Street, Suite 125
Franklin, TN 37064

With copy to: Buerger, Moseley & Carson, PLC
306 Public Square
Franklin, TN 37064-2503

Lessee: **COLLEGE GROVE FIRE DEPARTMENT**
6600 Depot Street
College Grove, TN 37046

8. **PRIOR CONSENT FOR ALTERATIONS, ADDITIONS, ETC.**

- (a) No addition, erection, installation, or other physical alteration of the Facility shall be made without the prior approval of the County. Prior to making any changes to the Facility, Lessee shall submit to the County plans and layouts of such decorations, or installations for approval by the County. All approvals will be granted or denied in the County's sole discretion. Lessee shall remain solely responsible for obtaining all other approvals and permits from any other governmental entity under any existing fire regulations or other laws or regulations. County's refusal to approve plans and layouts for decorations, installations, or any other additions or alterations to the Facility shall not constitute a breach of this Lease by County.
- (b) In the event the County approves of any addition, erection, installation, or other physical alteration, Lessee bears the sole responsibility and cost of restoring the Facility to the same or better condition in which the Lessee first accepted the Facility.
- (c) Lessee is prohibited from changing or removing locks or hardware on any door in the Facility.
- (d) Lessee understands and agrees that liens cannot be placed on Tennessee government property including property owned by Tennessee counties. Lessee has no authority, express, or implied, to create or place any lien or encumbrance on the Facility. Lessee shall pay or cause to be paid all sums due and payable by Lessee on account of any labor performed or materials furnished in connection with any work performed on the Facility.

9. **DEFAULT.**

- (a) Lessee shall be in default of this Lease if:
 - i. It uses the facility for the storage or housing of privately owned personal property, material, vehicles, or equipment or operates a commercial business out of the Facility or on the property.
 - ii. It breaches any provision of this Lease or any rules and regulations promulgated by the County pertaining to the Facility;
 - iii. It violates any applicable laws or ordinances during its use of the Facility;
 - iv. It abandons the Facility before the end of the Term; or
 - v. It dissolves or ceases providing fire protection, emergency response activities, and/or other emergency or non-emergency services.

- (b) Upon default by Lessee, County may exercise the following remedies, in its sole discretion:
- i. Declare the Total Rent under this Lease due and to take immediate possession of the Facility;
 - ii. Terminate this Lease by giving the Lessee written notice of termination, which shall not excuse any breach of this Lease by Lessee. Upon termination based on breach of this Lease, Lessee shall pay the Total Rent together with all other costs, expenses or damages incurred by the County as a result of any breach of this Lease; or
 - iii. Pursue any other remedies available to the County either at law or equity.
- (c) No single or partial exercise of a right or remedy shall preclude any other or further exercise of a right or remedy. No waiver by the County of any default shall operate as a waiver of any other default, or the same default on a future occasion. No delay or omission by the County in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise of a right or remedy shall preclude any other or further exercise thereof, or the exercise of any other right or remedy.
- (d) **IN THE EVENT OF DEFAULT BY THE COUNTY, THE LIABILITY OF THE COUNTY SHALL BE LIMITED TO THE RETURN OF ANY UNEARNED RENT PAID TO THE COUNTY BY THE LESSEE UNDER THIS LEASE.**
10. **ASSUMPTION OF RESPONSIBILITY.** Lessee expressly assumes full responsibility for all persons connected with Lessee's use of the Facility regardless of relationship, including all its employees, agents, members, invitees, visitors, and licensees.
11. **ABANDONED PROPERTY.** Any property remaining in the Facility or any property stored by County which has not been claimed by Lessee within 10 days after the expiration of this Lease shall be deemed abandoned by Lessee. At County's option, County may: (i) take possession of it and treat it as its own property and utilize it, or destroy it or otherwise dispose of it, or (ii) store it at Lessee's sole expense and risk. Lessee hereby waives any right to claim the value thereof or damages therefore. Lessee shall be liable to County for: (i) the cost incurred by County in disposing of or destroying the abandoned property and (ii) the cost of storing it if County elects to store it for Lessee.
12. **COPYRIGHTS, ROYALTIES, AND TRADEMARKS.** Lessee warrants that no music, visual displays, video, DVDs, literary or artistic work, or other property protected by copyright will be performed, reproduced, provided, or used, nor will the name of any entity protected by trademark be reproduced or used during Lessee's use of the Facility unless Lessee has obtained written permission from the copyright or trademark holder and has satisfied all copyright and trademark laws. Lessee shall comply strictly with all laws respecting copyright, royalties and trademarks and warrants that it will not infringe any related statutory, common law, or other right of any person during its use of the Facility. Lessee shall indemnify and hold County and its officers, agents and employees harmless from all claims, losses and damages (including court costs and attorney fees) with respect to such copyright, royalty or trademark rights violations or acts.
13. **HAZARDOUS PROPERTY.** Lessee shall not bring upon the Facility any exhibit, equipment, material, item, or vehicle which is defined by any law or any codes as hazardous material or any material or item that in the sole judgment of the County Property Manager might be dangerous to persons or property or otherwise incompatible with the structure, systems, and furnishings of the Facility. Lessee shall be solely responsible for all damages and/or injuries occurring as a result of Lessee's breach of this Section. For the purpose of this Lease the term "hazardous material" shall include, without limitation, hazardous materials, asbestos, PCB's, petroleum and petroleum products and by-products, crude oil, pollutants, contaminants, toxic or hazardous wastes, or any other substances, which is required, by any contaminants, toxic or hazardous wastes, or any other substances.
14. **HEALTH AND SAFETY.**
- (a) Lessee will conform to the following Health and Safety provisions: U.S. Department of Labor, Occupational Safety and Health Act, all other applicable Federal, State, County

and local laws, ordinances, codes, landfill regulations, and any other regulations as may be cited in this Lease. When any of these authorities are in conflict, the more stringent regulation/requirement will be followed. The Lessee's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve its responsibility to comply with the safety provisions.

- (b) If death, serious injuries, or serious property damage are caused, Lessee agrees to immediately report such incident to Williamson County Government Risk Management at (615) 790-5466 during business hours, or at (615) 791-6200 (requesting dispatch), after business hours, holidays and weekends.
15. **ASSIGNMENT-CONSENT REQUIRED.** The provisions of this Lease shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. Assignment or sublease of this Lease, or any of the rights and obligations of Lessee hereunder, in whole or in part, requires the prior written consent of the County, which may be withheld at the discretion of the County. Any such assignment, sublease, or transfer shall not release Lessee from its obligations hereunder. This Lease may only be assigned to an entity that is a not-for-profit entity providing similar services as the Lessee.
16. **SEVERABILITY.** In the event that any section and/or term of this Lease is found by a court of competent jurisdiction to be in contravention of the Constitution of this State or of the United States, or any law of this State, such section and/or term is to be severable from the remainder of the Lease, and the remaining sections and/or terms are to be fully enforceable.
17. **ENTIRE AGREEMENT.** This Lease and its attachment 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 Lease shall be valid or binding; and this Lease may not be enlarged, modified, or altered except in writing signed by the parties and attached hereto.
18. **FORCE MAJEURE.** If the Facility or any part of the Facility is destroyed or damaged by fire or any other cause, or if any other casualty of unforeseen occurrence renders the fulfillment of this Lease by County impossible, then this Lease shall terminate. If such impossibility of performance shall be due to the act or omissions of the Lessee, its agents, employees, members, licensees, or invitees, then the Lessee shall be liable for any and all injuries and damages resulting from such acts or omissions.
19. **WAIVER.** No waiver of any provision of this Lease shall be valid unless in writing and signed by the parties against who charged.
20. **CONFLICTING TERMS.** The parties agree that should the language in this Lease conflict with any language included in any documentation whether provided for by Lessee or not, then the language or terms of this Lease shall be controlling.
21. **EMPLOYMENT PRACTICES.** Lessee shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex or which is in violation of applicable laws concerning the employment of individuals with disabilities.
22. **EMPLOYMENT OF UNDOCUMENTED WORKERS.** The Lessee 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 this Lease and may lead to civil penalties and debarment or suspension from being a contractor or subcontractor under contracts with Williamson County.
23. **RELATIONSHIP OF PARTIES.** Lessee understands and agrees that there is no employer/employee relationship or agency relationship between the parties and that neither the Lessee nor any of its volunteers, employees, officers, and agents are entitled to any employee

benefits including, but not limited to, retirement benefits, health insurance coverage or other insurance coverage as a result of the work performed under this Agreement unless otherwise agreed by the parties. Williamson County shall not be responsible for deducting and paying Social Security Taxes, Unemployment Taxes, or withholding Federal Income Taxes.

24. **HEADING.** The headings in this Lease are for convenience and reference and are not intended to define or limit the scope of any provisions of this Lease.

25. **EFFECTIVE DATE.** This Lease shall not be binding upon the parties until it has been signed first by Lessee, approval is received from the County legislative body, and signed by the authorized representatives of Williamson County government and has been filed in the office of the Williamson County Mayor.

IN WITNESS WHEREOF, the parties have set their hands as of the day and year first above written.

County:

WILLIAMSON COUNTY, TENNESSEE

Lessee:

COLLEGE GROVE FIRE DEPARTMENT

By: _____
Rogers Anderson, County Mayor

By: _____

Title: _____

Williamson County Property Manager

Al Ritter, Property Manager

Insurance

Wayne Franklin, Risk Manager

Legality

County Attorney

Resolution No. 6-10-21
Requested by: Williamson County Mayor's Office

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR
TO ENTER INTO A LEASE AGREEMENT WITH
THE ARRINGTON VOLUNTEER FIRE DEPARTMENT**

WHEREAS, pursuant to *Tennessee Code Annotated*, Section 5-7-116, a Tennessee county may lease land or existing buildings owned by the county to any person, corporation, partnership or association for such consideration and upon such terms as in the judgment of the governing body are in the interests of the county; and

WHEREAS, Williamson County owns a structure located at 4792 Murfreesboro Road, Arrington Tennessee which the Arrington Volunteer Fire Department ("Department") is currently occupying under a current lease agreement; and

WHEREAS, the Arrington Department has requested a continuation to the current lease agreement which will expire on June 30, 2010; and

WHEREAS, the Department has agreed to continue providing fire protection and other emergency and non-emergency services; and

WHEREAS, finding it to be in the interest of the citizens of Williamson County, the Williamson County Board of Commissioners desires to grant the County Mayor the authority to enter into the attached lease agreement with the Department to permit them continued use of the facility:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners, meeting in regular session this the 14th day of June, 2010, hereby authorizes the County Mayor to execute a lease agreement, and any future documents, amendments or addendums, with the Arrington Volunteer Fire Department for the lease of the facility currently being occupied by the Department and located at 4792 Murfreesboro Road, Arrington, Tennessee;

AND BE IT FURTHER RESOLVED, that a minimum of 7 days notice be published in a newspaper of general circulation and that such notice shall identify the real property to be considered, the term or terms of such lease and the contracting party.



County Commissioner



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Property Committee For 6 Against 0

Law Enforcement/Public Safety For 4 Against 0

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

Elaine Anderson, County Clerk

Houston Naron, Jr., Commission Chairman

Rogers C. Anderson, County Mayor

Date

LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into by and between **WILLIAMSON COUNTY, TENNESSEE**, ("County" or "Lessor"), and the **ARRINGTON VOLUNTEER FIRE DEPARTMENT**, ("Lessee"), a not-for-profit entity providing fire protection and other emergency and nonemergency response services within Williamson County, on this the _____ day of _____, 2010.

RECITALS

WHEREAS, County is the owner of a public facility located at 4792 Murfreesboro Road Arrington, Tennessee, ("Facility"), located in Williamson County, Tennessee, which Lessee is currently leasing from the County; and

WHEREAS, Lessee is a non-profit organization who provides fire protection and other emergency response activities in Williamson County and has expressed its interest in continuing its lease of the Facility.

NOW THEREFORE, in consideration of the mutual covenants of the parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Lessee agree as follows:

WITNESSETH:

1. **DEMISE, TERM & LEASE.**

- (a) County leases the Facility to the Lessee to provide fire protection, emergency response activities, and other emergency and non-emergency services. Lessee shall remain responsible for all of its equipment, supplies, records, documents and all other items owned by Lessee or under Lessee's supervision. As part of the consideration for the County agreeing to lease the Facility to Lessee for below market value, the Lessee agrees that it shall provide its services in Williamson County and assist in other areas outside its service area should a disaster occur and as requested in a manner as provided for pursuant to Tennessee Law.
- (b) The initial term of this Lease shall be for a period of 3 years, commencing on the 1st day of July, 2010, and ending on the 30th day of June, 2013, at an annual rental fee of \$1.00, payable to the County at the address stated in this Lease, in 1 annual payment to be made on the 1st day of July of each year.
- (c) This Lease may be extended for 3 additional terms of 3 years each. The option to extend the lease shall be exercised in the discretion of the County. To be effective, any extension must be approved for form by the County Attorney's Office and the Department of Finance for the availability of funds and signed by the Williamson County Mayor.
- (d) The parties agree that should the County decide that it is in the best interest of the County to terminate this Lease, then County reserves the right to terminate this Lease Agreement by providing Lessee 90 day's written notice. Unless another date is agreed in writing by the parties, the Lease will terminate on the 91st day of the notice.
- (e) In the event Lessee fails to relinquish the Facility at the termination of this Lease and with the consent of the County, the Lease shall be a month to month lease, terminable upon 30 days notice by either party, and all terms and provisions of this Lease shall be applicable during that period.

2. **LESSEE'S COVENANTS.** Lessee agrees:

- (a) Use. Lessee shall only use the Facility for its not-for-profit purposes including, but not limited to, fire protection and emergency response activities and in a manner that does

not cause a nuisance, at the determination of the County, or violate any applicable law, ordinance, or rule. **The Lessee understands that the Facility and surrounding property shall not be used for any use not related to fire protection or emergency response activities including, but not limited to, storage of personal property, equipment, and/or operation of any business activities. Violation of this subsection shall be a material breach of this Lease and upon providing notice to the Lessee, County may terminate this Lease immediately or upon notice by the County, Lessee shall prohibit the individual(s) from entering the Facility for any purpose.**

- (b) Obligation to Secure the Facility. Lessee agrees that it will be solely responsible for obtaining all equipment, computers, supplies, and any other material or items will be secured in the Facility. Williamson County shall not be responsible for any loss or damage to any computers, equipment, documents or other items owned, leased or used by Lessee.
- (c) Interest in the Facility. Lessee agrees that it shall have no ownership interest in the Facility, furniture, equipment, or supplies that are owned or leased by Williamson County.
- (d) Unlawful, Improper, or Offensive Use. Lessee will not make or suffer any unlawful, improper, or offensive use of the Facility or any use or occupancy thereof contrary to any of the terms of this Lease, any laws of the State of Tennessee or any ordinance of the County or other local jurisdiction, or which shall be injurious to any person or property, or which shall be liable to endanger or affect any insurance on the property or to increase the premium thereof. Lessee shall be solely and fully responsible for all damages and injuries which are a result of any action that is in violation of this subsection (d).
- (e) Assignment. Lessee will not assign any portion of the Facility or its authority to use the Facility, either in whole or in part, without first obtaining the written consent of the County and only if the assignment is with a not-for-profit entity that provides all of the fire and emergency response services for which the Lessee provides.
- (f) Indemnification of County. County shall not be liable for any loss, damage or injury to persons or property occurring, regardless of cause, in or about the Facility, and Lessee shall indemnify and hold County harmless from any and all such injuries and damages, and shall defend any claims or legal action arising therefrom, and pay all judgments resulting therefrom and shall reimburse County for all costs and expenses, including reasonable attorney's fees, paid or incurred by County as a result of the Lessee's use of the Facility. Lessee shall also indemnify and hold the County harmless from any and all claims, damages, penalties, costs and attorney fees arising from any action brought against Williamson County by any of Lessee's officers, employees, invitees, patrons, subcontractors, and/or agents arising out of any injury incurred by such officer, employee, invitee, patron, subcontractor, and/or agent in the course of the performance of this Agreement or habitation of the Facility, regardless of the cause of such injury.
- (g) Assent Not Waiver of Future Breach of Covenants. No assent, express or implied, by the County to any breach of any of the Lessee's covenants, shall be deemed to be a waiver of any succeeding breach of the same covenant.
- (h) Utilities and Other Costs. Unless otherwise agreed by the County, Lessee shall be responsible for its utilities including, but not limited to, gas, electricity, water and sewer rates, and all other charges which may become payable during the term of this Lease. Lessee shall be responsible for all service charges, installation fees and long distance charges incurred in connection with telephone service for the Facility. All costs that are not specifically defined herein as the responsibility of the County shall be the responsibility of the Lessee. County shall not be responsible for any interruption, discontinuance or failure of any utility or other services furnished to the Facility.
- (i) Signs. Lessee shall not place any signs in or on the Facility or on the surrounding grounds without receiving prior written approval from the County and obtaining all required permits. Lessee shall comply with all zoning ordinances concerning signs.
- (j) Compliance with County Rules and Regulations. Lessee agrees to comply with the rules and regulations of County as to utilization of the Facility.

- (k) Damage. Lessee shall be responsible for any and all damage caused to the Facility by any of Lessee's officers, employees, agents, contractors, subcontractors, invitees, or patrons.
- (l) Waste. Lessee shall not commit any waste to any portion of the Facility. At the expiration or termination of this Lease, Lessee shall deliver and surrender the Facility to the County in good order, condition, and repair, except for ordinary wear and tear.
- (m) County Access. Lessee agrees that the County shall have unrestricted access to the Facility to inspect the use of the Facility by Lessee.
- (n) Upkeep of Lawn. Unless otherwise agreed by the County in writing, the Lessee shall be responsible for maintaining the surrounding property in a neat manner.
3. **COUNTY'S COVENANT FOR LIMITED USE.** The County warrants that it has the fee simple ownership of the Facility and has received the required approval authorizing the execution of this Lease. County agrees to permit Lessee to use the Facility for the limited purposes as provided for herein for the entire lease period unless otherwise terminated. County agrees that it will not unreasonably interfere with Lessee's rights to use the Facility. In the event Lessee fails to make any repairs or replacements, County reserves the right to enter the Facility at any time and make the repairs or replacements, or perform any maintenance required to be made by the Lessee. Lessee shall reimburse the County for all costs associated, including labor, in making the repairs, maintenance or repair.
4. **COVENANTS & AGREEMENTS.** All of the covenants, agreements and conditions of this Lease Agreement shall accrue to the benefit of and be binding upon the respective parties hereto and their successors and assigns as if they were in every case named and express.
5. **INSURANCE.** Without limiting its liability under this Lease, the Lessee will procure and maintain at Lessee's expense during the life of this Lease all applicable insurance types and in the minimum amounts stated as follows:
- (a) General Liability – Must be on an Occurrence Form, Claims Made is Not Acceptable, and will include:
- i) Per Occurrence limit of not less than \$ 1,000,000
 - ii) General Aggregate will not be less than \$ 1,000,000
 - iii) Medical Expense Limit will not be less than \$ 5,000 on any one person.
 - iv) Completed Operations, including on-going operations in favor of the Additional Insured
 - v) Contractual Liability
 - vi) Personal Injury
- (b) Umbrella Excess Liability
- i) \$ 1,000,000 over primary insurance
- (c) Workers Compensation
- i) State: Statutory
 - ii) Employer's Liability:
 - \$ 1,000,000 per Accident
 - \$ 1,000,000 Disease, Policy Limit
 - \$ 1,000,000 Disease Each Employee

The Commercial General Liability policy will name Williamson County Government as an Additional Insured with respect to the Agreement only. The insurance will be written by a company or companies licensed to do business in the State of Tennessee and satisfactory to Williamson County Government Risk Management. At the time of execution of this Lease, Lessee shall provide County a Certificate of Insurance evidencing that maintenance of the insurance will be furnished to Williamson County Government Risk Management. The insurance requirements may be waived upon agreement by the Williamson County Mayor. All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by State

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1320 West Main Street, Suite 125
Franklin, TN 37064

With copy to: Buerger, Moseley & Carson, PLC
306 Public Square
Franklin, TN 37064-2503

Lessee: **ARRINGTON VOLUNTEER FIRE DEPARTMENT**
4792 Murfreesboro Road
Arrington, TN 37014-9166

8. **PRIOR CONSENT FOR ALTERATIONS, ADDITIONS, ETC.**

- (a) No addition, erection, installation, or other physical alteration of the Facility shall be made without the prior approval of the County. Prior to making any changes to the Facility, Lessee shall submit to the County plans and layouts of such decorations, or installations for approval by the County. All approvals will be granted or denied in the County's sole discretion. Lessee shall remain solely responsible for obtaining all other approvals and permits from any other governmental entity under any existing fire regulations or other laws or regulations. County's refusal to approve plans and layouts for decorations, installations, or any other additions or alterations to the Facility shall not constitute a breach of this Lease by County.
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 - i. It uses the facility for the storage or housing of privately owned personal property, material, vehicles, or equipment or operates a commercial business out of the Facility or on the property.
 - ii. It breaches any provision of this Lease or any rules and regulations promulgated by the County pertaining to the Facility;
 - iii. It violates any applicable laws or ordinances during its use of the Facility;
 - iv. It abandons the Facility before the end of the Term; or
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- (b) Upon default by Lessee, County may exercise the following remedies, in its sole discretion:
- i. Declare the Total Rent under this Lease due and to take immediate possession of the Facility;
 - ii. Terminate this Lease by giving the Lessee written notice of termination, which shall not excuse any breach of this Lease by Lessee. Upon termination based on breach of this Lease, Lessee shall pay the Total Rent together with all other costs, expenses or damages incurred by the County as a result of any breach of this Lease; or
 - iii. Pursue any other remedies available to the County either at law or equity.
- (c) No single or partial exercise of a right or remedy shall preclude any other or further exercise of a right or remedy. No waiver by the County of any default shall operate as a waiver of any other default, or the same default on a future occasion. No delay or omission by the County in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise of a right or remedy shall preclude any other or further exercise thereof, or the exercise of any other right or remedy.
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12. **COPYRIGHTS, ROYALTIES, AND TRADEMARKS.** Lessee warrants that no music, visual displays, video, DVDs, literary or artistic work, or other property protected by copyright will be performed, reproduced, provided, or used, nor will the name of any entity protected by trademark be reproduced or used during Lessee's use of the Facility unless Lessee has obtained written permission from the copyright or trademark holder and has satisfied all copyright and trademark laws. Lessee shall comply strictly with all laws respecting copyright, royalties and trademarks and warrants that it will not infringe any related statutory, common law, or other right of any person during its use of the Facility. Lessee shall indemnify and hold County and its officers, agents and employees harmless from all claims, losses and damages (including court costs and attorney fees) with respect to such copyright, royalty or trademark rights violations or acts.
13. **HAZARDOUS PROPERTY.** Lessee shall not bring upon the Facility any exhibit, equipment, material, item, or vehicle which is defined by any law or any codes as hazardous material or any material or item that in the sole judgment of the County Property Manager might be dangerous to persons or property or otherwise incompatible with the structure, systems, and furnishings of the Facility. Lessee shall be solely responsible for all damages and/or injuries occurring as a result of Lessee's breach of this Section. For the purpose of this Lease the term "hazardous material" shall include, without limitation, hazardous materials, asbestos, PCB's, petroleum and petroleum products and by-products, crude oil, pollutants, contaminants, toxic or hazardous wastes, or any other substances, which is required, by any contaminants, toxic or hazardous wastes, or any other substances.
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- (a) Lessee will conform to the following Health and Safety provisions: U.S. Department of Labor, Occupational Safety and Health Act, all other applicable Federal, State, County

and local laws, ordinances, codes, landfill regulations, and any other regulations as may be cited in this Lease. When any of these authorities are in conflict, the more stringent regulation/requirement will be followed. The Lessee's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve its responsibility to comply with the safety provisions.

- (b) If death, serious injuries, or serious property damage are caused, Lessee agrees to immediately report such incident to Williamson County Government Risk Management at (615) 790-5466 during business hours, or at (615) 791-6200 (requesting dispatch), after business hours, holidays and weekends.
15. **ASSIGNMENT-CONSENT REQUIRED.** The provisions of this Lease shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. Assignment or sublease of this Agreement, or any of the rights and obligations of Lessee hereunder, in whole or in part, requires the prior written consent of the County, which may be withheld at the discretion of the County. Any such assignment, sublease, or transfer shall not release Lessee from its obligations hereunder. This Lease may only be assigned to an entity that is a not-for-profit entity providing similar services as the Lessee.
16. **SEVERABILITY.** In the event that any section and/or term of this Lease is found by a court of competent jurisdiction to be in contravention of the Constitution of this State or of the United States, or any law of this State, such section and/or term is to be severable from the remainder of the Lease, and the remaining sections and/or terms are to be fully enforceable.
17. **ENTIRE AGREEMENT.** This Lease and its attachment 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 Lease shall be valid or binding; and this Lease may not be enlarged, modified, or altered except in writing signed by the parties and attached hereto.
18. **FORCE MAJEURE.** If the Facility or any part of the Facility is destroyed or damaged by fire or any other cause, or if any other casualty of unforeseen occurrence renders the fulfillment of this Lease by County impossible, then this Lease shall terminate. If such impossibility of performance shall be due to the act or omissions of the Lessee, its agents, employees, members, licensees, or invitees, then the Lessee shall be liable for any and all injuries and damages resulting from such acts or omissions.
19. **WAIVER.** No waiver of any provision of this Lease shall be valid unless in writing and signed by the parties against who charged.
20. **CONFLICTING TERMS.** The parties agree that should the language in this Lease conflict with any language included in any documentation whether provided for by Lessee or not, then the language or terms of this Lease shall be controlling.
21. **EMPLOYMENT PRACTICES.** Lessee shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex or which is in violation of applicable laws concerning the employment of individuals with disabilities.
22. **EMPLOYMENT OF UNDOCUMENTED WORKERS.** The Lessee 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 this Lease and may lead to civil penalties and debarment or suspension from being a contractor or subcontractor under contracts with Williamson County.
23. **RELATIONSHIP OF PARTIES.** Lessee understands and agrees that there is no employer/employee relationship or agency relationship between the parties and that neither the Lessee nor any of its volunteers, employees, officers, and agents are entitled to any employee

benefits including, but not limited to, retirement benefits, health insurance coverage or other insurance coverage as a result of the work performed under this Agreement unless otherwise agreed by the parties. Williamson County shall not be responsible for deducting and paying Social Security Taxes, Unemployment Taxes, or withholding Federal Income Taxes.

24. **HEADING.** The headings in this Lease are for convenience and reference and are not intended to define or limit the scope of any provisions of this Lease.

25. **EFFECTIVE DATE.** This Lease shall not be binding upon the parties until it has been signed first by Lessee, approval is received from the County legislative body, and signed by the authorized representatives of Williamson County government and has been filed in the office of the Williamson County Mayor.

IN WITNESS WHEREOF, the parties have set their hands as of the day and year first above written.

County:

WILLIAMSON COUNTY, TENNESSEE

Lessee:

ARRINGTON VOLUNTEER FIRE DEPARTMENT

By: _____
Rogers Anderson, County Mayor

By: _____

Title: _____

Williamson County Property Manager

Al Ritter, Property Manager

Insurance

Wayne Franklin, Risk Manager

Legality

County Attorney

Resolution No. 6-10-23
Requested by: Economic Development

A RESOLUTION TO APPROVE A PILOT (PAYMENT IN LIEU OF TAXES) PROGRAM FOR A FACILITY TO BE OCCUPIED BY JACKSON NATIONAL LIFE INSURANCE COMPANY, AS REQUESTED BY THE INDUSTRIAL DEVELOPMENT BOARD OF WILLIAMSON COUNTY

WHEREAS, financial and insurance companies represent a significant portion of the business sector in Williamson County and Middle Tennessee;

WHEREAS, Jackson National Life Insurance Company (hereinafter Jackson) seeks to expand its operations on a site in Williamson County, Tennessee, within the corporate limits of the City of Franklin;

WHEREAS, Jackson currently has nearly 3,700 employees in 10 locations across the country and is headquartered in Lansing, Michigan;

WHEREAS, Jackson plans to establish a regional headquarters at One Greenway Centre in Williamson County, Tennessee, which will create approximately 750 new jobs for the Middle Tennessee area over the next three years;

WHEREAS, Crescent Resources currently owns and leases approximately 155,000 square feet of space upon which Jackson plans to occupy;

WHEREAS, it is currently estimated that the value of the Facility will be approximately \$28,000,000 in buildings and improvements fully occupied, and that Jackson will invest approximately \$11,000,000 additionally in leasehold improvements and in equipment;

WHEREAS, there has been established an Industrial Development Board (hereinafter IDB) by Williamson County, Tennessee, pursuant to Section 7-53-101 et seq. of the Tennessee Code Annotated, which said IDB has its primary purpose "to finance, acquire, own, lease and/or dispose of properties" in order to "maintain and increase employment opportunities";

WHEREAS, Williamson County desires to encourage the location of responsible corporate citizens in the County in order to generate capital investment and additional employment opportunities in Williamson County and ultimately broaden the tax base of the community;

WHEREAS, pursuant to Section 7-53-101 et seq. of the Tennessee Code Annotated, the IDB may acquire, own and control real and personal property within Williamson County, whether by purchase, exchange, gift, lease or otherwise;

WHEREAS, Tennessee Code Annotated Section 7-53-302(a)(5) authorizes the IDB to lease such property with or without consideration;

WHEREAS, pursuant to Tennessee Code Annotated Section 7-53-305(b), this legislative body has the power to delegate to the IDB the authority to negotiate and accept from its lessees payments in lieu of ad valorem taxes, provided that such payments are in furtherance of the IDB's purposes;

WHEREAS, in view of the benefits to Williamson County of the location of Jackson and in exercise of its powers enumerated above, the IDB wishes to acquire the property from Crescent Resources on One Greenway Centre, lease that property back to Crescent Resources, which will in turn sublease the Facility to Jackson, and the IDB will enter into an agreement with Crescent Resources to accept payments in lieu of any ad valorem taxes that would result from One Greenway Centre;

WHEREAS, the IDB proposes to accept in-lieu-of taxes, in the amounts set forth in the Resolution portion below; and

WHEREAS, the IDB is unable to negotiate and accept payments in lieu of ad valorem taxes without authorization from the Williamson County Board of Commissioners.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Williamson County, Tennessee, meeting in regular session on this the 14th day of June, 2010, hereby finds as follows:

1. The Board of Commissioners of Williamson County, Tennessee, finds that acceptance of payments in lieu of additional ad valorem taxes that would result from the construction of the Facility is in furtherance of the IDB's purpose of maintaining and increasing employment opportunities, as set forth in Tennessee Code Annotated Section 7-53-102.
2. The IDB is hereby authorized to negotiate and enter into an agreement to accept payments in lieu of additional ad valorem taxes that would result from the occupation of One Greenway Centre in Williamson County, Tennessee, with said payments to be equal to the percentage specified below of the ad valorem taxes with respect to One Greenway Centre. The first tax year shall be 2011.

<u>Tax Year</u>	<u>Percentage of Non-Educational Ad Valorem Taxes</u>
1-5	40%

3. The power granted to the IDB in Section 2 of this Resolution may be exercised only if Jackson and Crescent Resources first agree in writing to the following:
 - (a) to fully occupy One Greenway Centre in Williamson County, Tennessee, and fill approximately 750 new jobs in Williamson County, Tennessee in three years beginning in January 2011;
 - (b) to convey to the IDB all property upon which improvements and/or structures are constructed and to enter into an agreement to make payments for lease of such property in lieu of ad valorem taxes in accordance with the payment schedule as set out in this Resolution;

Summary Economic/Fiscal Impacts

Williamson County
 Jackson National Life Insurance Company

Economic Impacts

Direct Employment	750
Indirect Employment	750
Total Employment	<u>1,500</u>
Direct Payroll	\$32,025,000
Indirect Payroll	<u>\$37,047,000</u>
Total Payroll	<u>\$69,072,000</u>
Retail Spending	\$13,289,591

Fiscal Impacts

Sales Tax Collected ¹	
State	\$930,271
County	<u>\$299,016</u>
Total	<u>\$1,229,287</u>
Residential Property Tax Collected	
County+City	\$681,887
Commerical & Industrial Property Tax Collected ²	
County (Real)	\$112,000
County (Bus. Personal)	\$21,000
City (Real)	\$361,600
City (Bus. Personal)	\$67,800
Special School District (Real)	\$0
Special School District (Bus. Personal)	<u>\$0</u>
Total C & I Property Tax	<u>\$1,244,287</u>

(All estimates are on an annual basis)

- 1- Excludes sales tax on purchases made by businesses.
- 2- Excludes propoerty tax paid by spin-off busnisses.

WILLIAMSON COUNTY PROPERTY TAX ABATEMENT
(Payment in-lieu-of Taxes)
Schedule A – Project Greenway

	<u>Estimated County taxes</u> <u>(real property)</u>	<u>Abated Amount</u> <u>(40% non-school portion)</u>	<u>Local Employees</u> <u>(total number)</u>
2011	\$246,400	\$98,560	335
2012	\$246,400	\$98,560	439
2013	\$246,400	\$98,560	624
2014	\$246,400	\$98,560	723
2015	\$246,400	\$98,560	723
TOTAL	\$1,232,000	\$492,800	723

Late Filed Resolution No. 6-10-25
Requested by: County Trustee

**A RESOLUTION AUTHORIZING THE ACCEPTANCE OF PARTIAL PAYMENTS OF
PROPERTY TAX PURSUANT TO T.C.A. § 67-5-1808**

WHEREAS, pursuant to *Tennessee Code Annotated, Sections 67-5-1808* a county trustee may accept partial payments of property taxes prior to the date the tax rate is established for the current tax year;

WHEREAS, the county trustee is required to file a plan with the comptroller of the treasury including a description of the accounting system to be used to record partial payments; a statement indicating whether the early collection of taxes can be completed within the existing operating resources; and documentation of the internal controls that will ensure all property tax payments are being recorded and accounted for;

WHEREAS, the Williamson County Board of Commissioners finds it in the best interest of its citizens to adopt a system in which partial payments of property tax may be collected;

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session on this the 14th day of June, 2010, by the required 2/3 majority vote, hereby authorizes the office of the Williamson County Trustee to institute a program to accept partial payments of property taxes pursuant to the authorization found in T.C.A. § 67-5-1808;

AND BE IT FURTHER RESOLVED, that the Trustee shall be authorized to accept partial payments of property taxes prior to the date the tax rate is established 30 days after the submittal of the plan with the comptroller of the treasury.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Tax Study Committee: For ___ Against ___ Pass ___ Out ___
Budget Committee: For 5 Against 0 Pass ___ Out ___

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

Elaine Anderson, County Clerk

Houston Naron, Jr., Commission Chairman

Rogers Anderson, County Mayor

Date