

Requested by WC Regional
Planning Commission

Resolution No. 7-10-1

**RESOLUTION ACCEPTING ROADS IN BLACK HAWK, SECTION 1
AS A PART OF THE COUNTY ROAD SYSTEM FOR MAINTENANCE BY THE
COUNTY HIGHWAY DEPARTMENT LOCATED OFF MURFREESBORO RD.**

WHEREAS, the Williamson County Regional Planning Commission has recommended acceptance of certain subdivision roads into the County Road System; and
WHEREAS, a report has been prepared and included herein as specified in Section 18 of the Williamson County Private Acts, 1937, Chapter No. 373 as Amended, prescribing the acceptance of roads as County Roads; and
WHEREAS, it is the responsibility of the Williamson County Board of Commissioners through its Highway Commission to accept and maintain public roads for the general welfare.

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

The following roads be accepted as part of the County Road System for maintenance by the Williamson County Highway Department.

<u>Subdivision</u>	<u>Road(s)</u>	<u>Length</u>	<u>District</u>	<u>Assessed Value Of Property Adjoining Roadway</u>	<u>Roadway Cost Estimate</u>
Black Hawk Section 1	Goshawk Ct.	.057	5 th Voting	\$1,977,200.00	\$24,396.00
	March Hawk Ct.	.053	Fowlkes	\$2,617,400.00	\$22,684.00
	Hawks Landing Dr.	.224		\$4,653,700.00	\$95,872.00



County Commissioner

Committee Referred to and Action Taken:

1. Planning Commission For 10 Against 0
 2. Highway Commission For _____ Against _____
- Commission Action Taken: _____ For _____ Against _____ Pass _____ Out _____

Elaine Anderson, County Clerk

Houston Naron, Jr. Commission Chairman

Rogers Anderson, County Mayor

Date

WILLIAMSON COUNTY HIGHWAY COMMISSION

REPORT FOR ACCEPTANCE OF GOSHAWK COURT, MARSH HAWK COURT AND HAWKS LANDING DRIVE, BLACKHAWK SUBDIVISION SECTION ONE, AS A PART OF THE WILLIAMSON COUNTY ROAD SYSTEM.

RESOLUTION _____

Re: HIGHWAY LAWS OF WILLIAMSON COUNTY May 1988

Chapter 373, Tennessee General Assembly Private Acts of 1937.

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

DISCUSSION

This resolution, with accompanying map, indicates the above referenced roadways have a 50' ROW. The roadway length for Goshawk Court is .057 tenths of a mile, Marsh Hawk Court is .053 tenths of a mile and Hawks Landing Drive is .224 tenths of a mile as shown on the resolution included with this report. Blackhawk Subdivision Section One, is located within the Northeast District. The assessed value of the properties abutting the roadways is \$9,248,300.00 as recorded in the office of the Williamson County Tax Assessor.

ROADWAY CONDITION

The present surface of the roadway is asphalt (E Mix), in good condition, with a Width of twenty-four (24') feet. Each side of the roadway is bordered by topsoil and grass. The roadways have been constructed in accordance with the specifications and details as shown in the Williamson County Subdivision Regulations, APPENDIX F, (Specifications for Subdivision Roadway & Drainage Construction), and the required Roads, Drainage and Erosion Control bond has been released by the Williamson County Regional Planning Commission.

TRAFFIC

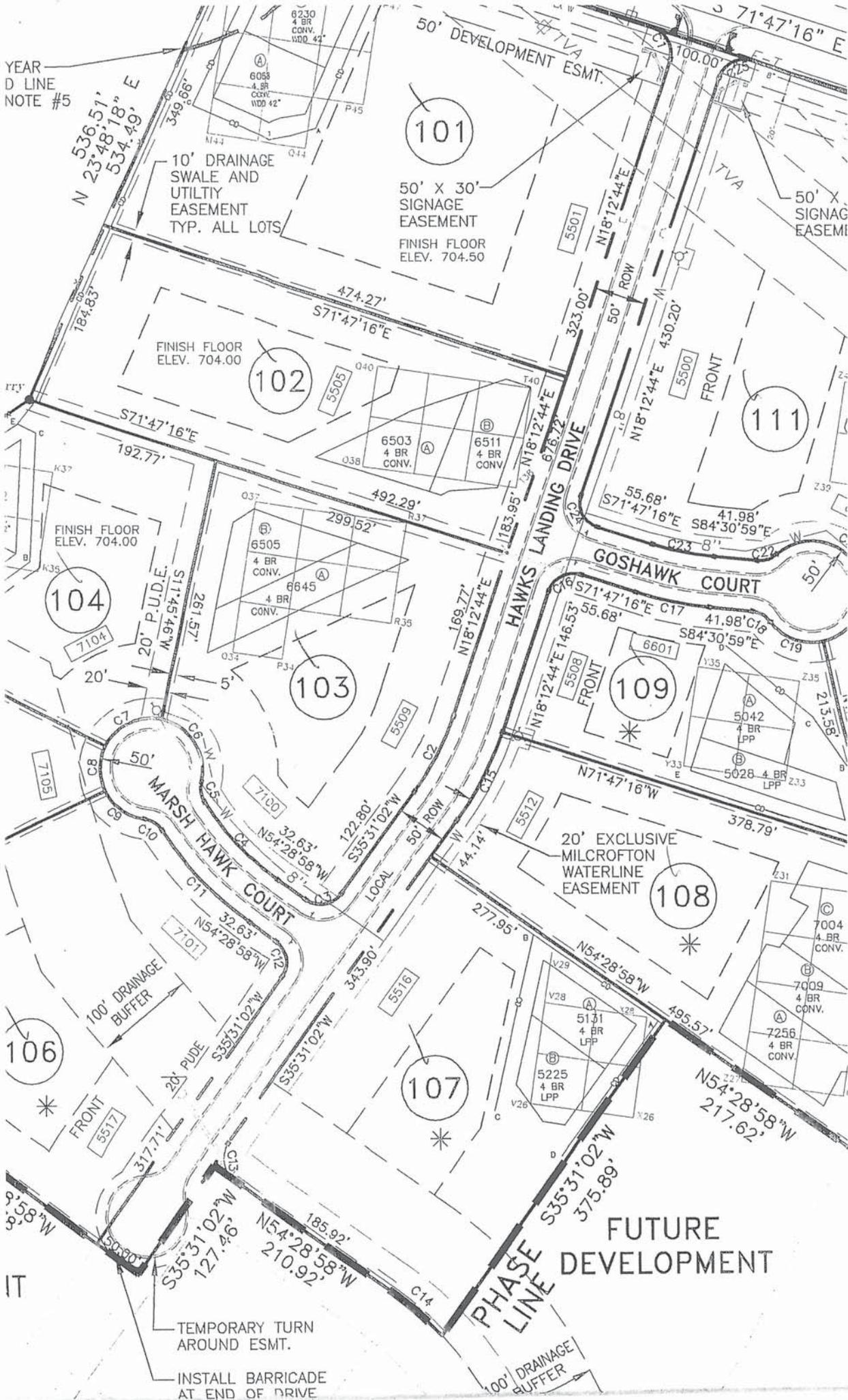
The estimated traffic count for an average day, at ten trips per household is one-hundred (100) trips per day.

CONCLUSION

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

1. This road meets the requirements of acceptance and addition to the Williamson County Road list; and
2. The petition for acceptance was initiated by a member of the Williamson County Commission.

YEAR
D LINE
NOTE #5



IT

TEMPORARY TURN
AROUND ESMT.
INSTALL BARRICADE
AT END OF DRIVE

FUTURE
DEVELOPMENT
PHASE LINE

Requested by WC Regional
Planning Commission

Resolution No. 7-10-2

**RESOLUTION ACCEPTING ROADS IN ABINGTON RIDGE, SECTION 2
AS A PART OF THE COUNTY ROAD SYSTEM FOR MAINTENANCE BY THE
COUNTY HIGHWAY DEPARTMENT LOCATED OFF ARNO ROAD.**

WHEREAS, the Williamson County Regional Planning Commission has recommended acceptance of certain subdivision roads into the County Road System; and
WHEREAS, a report has been prepared and included herein as specified in Section 18 of the Williamson County Private Acts, 1937, Chapter No. 373 as Amended, prescribing the acceptance of roads as County Roads; and
WHEREAS, it is the responsibility of the Williamson County Board of Commissioners through its Highway Commission to accept and maintain public roads for the general welfare.

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

The following roads be accepted as part of the County Road System for maintenance by the Williamson County Highway Department.

<u>Subdivision</u>	<u>Road(s)</u>	<u>Length</u>	<u>District</u>	<u>Assessed Value Of Property Adjoining Roadway</u>	<u>Roadway Cost Estimate</u>
Abington Ridge, Section 2	Rathkeale Ln.	.213	4 th Voting/	\$8,847,100.00	\$91,164.00
	Tullamore Ln.	.196	Fowlkes	\$6,450,200.00	\$83,888.00
	Wickliffe Ct.	.038		\$2,072,000.00	\$16,264.00


County Commissioner

Committee Referred to and Action Taken:

1. Planning Commission For 10 Against 0
2. Highway Commission For _____ Against _____

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

Elaine Anderson, County Clerk

Houston Naron, Jr. Commission Chairman

Rogers Anderson, County Mayor

Date

WILLIAMSON COUNTY HIGHWAY COMMISSION

**REPORT FOR ACCEPTANCE OF RATHKEALE LANE, TULLAMORE LANE
AND WICKLIFFE COURT, ABBINGTON RIDGE SUBDIVISION SECTION
TWO, AS A PART OF THE WILLIAMSON COUNTY ROAD SYSTEM.**

RESOLUTION _____

Re: HIGHWAY LAWS OF WILLIAMSON COUNTY May 1988

Chapter 373, Tennessee General Assembly Private Acts of 1937.

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

DISCUSSION

This resolution, with accompanying map, indicates the above referenced roadways have a 50' ROW. The roadway length for Rathkeale Lane is .213 tenths of a mile, Tullamore Lane is .196 tenths of a mile and Wickliffe Court is .038 tenths of a mile as shown on the resolution included with this report. Abbington Ridge subdivision Section Two, is located within the Northeast District. The assessed value of the properties abutting the roadways is \$17,369,300.00 as recorded in the office of the Williamson County Tax Assessor.

ROADWAY CONDITION

The present surface of the roadway is asphalt (E Mix), in good condition, with a width of twenty-six feet (26'). Each side of the roadway is bordered by a concrete curb and gutter. The roadways have been constructed in accordance with the specifications and details as shown in the Williamson County Subdivision Regulations, APPENDIX F, (Specifications for Subdivision Roadway & Drainage Construction), and the required Roads, Drainage and Erosion Control bond has been released by the Williamson County Regional Planning Commission.

TRAFFIC

The estimated traffic count for an average day, at ten trips per household is three hundred and thirty three (333) trips per day.

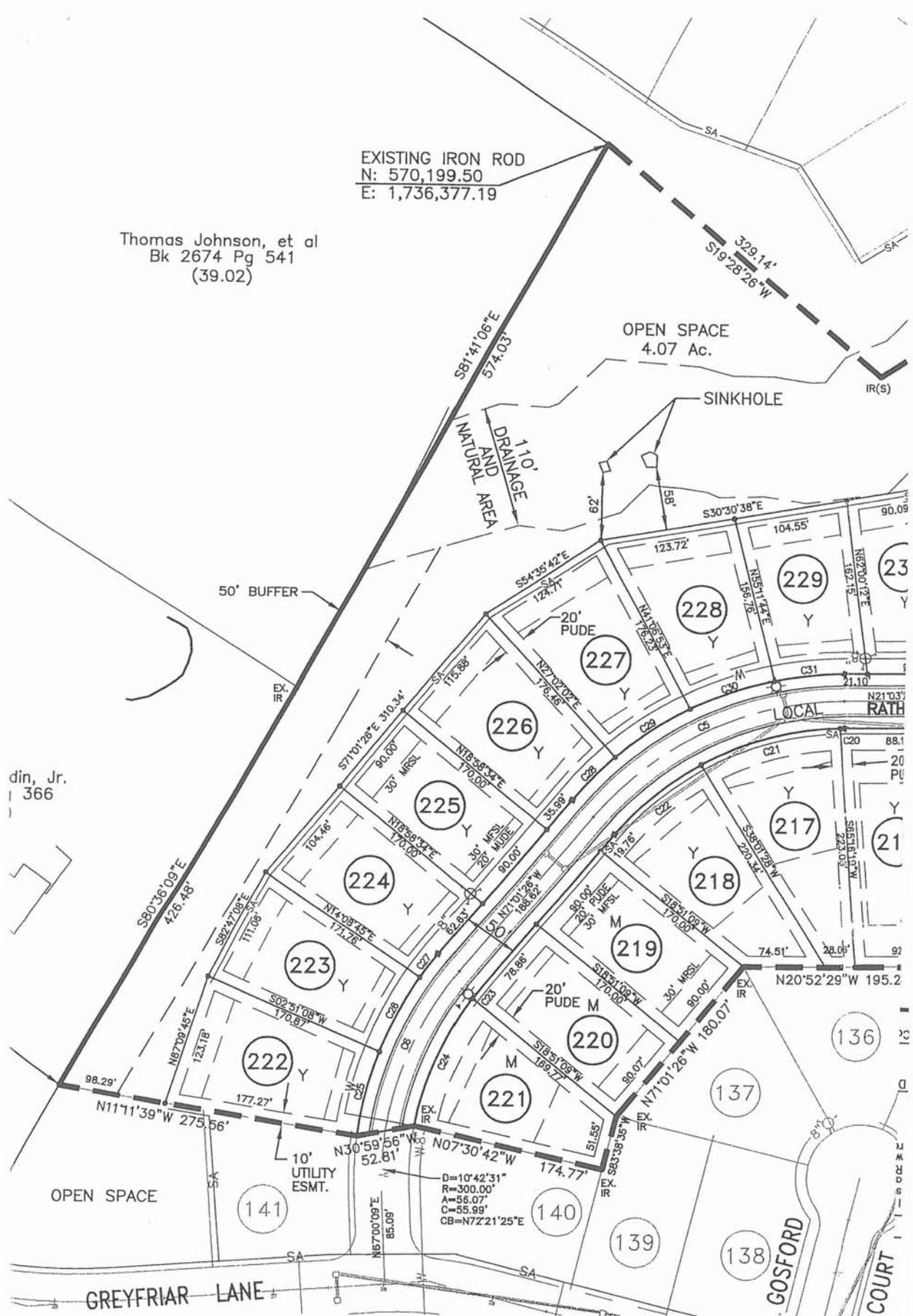
CONCLUSION

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

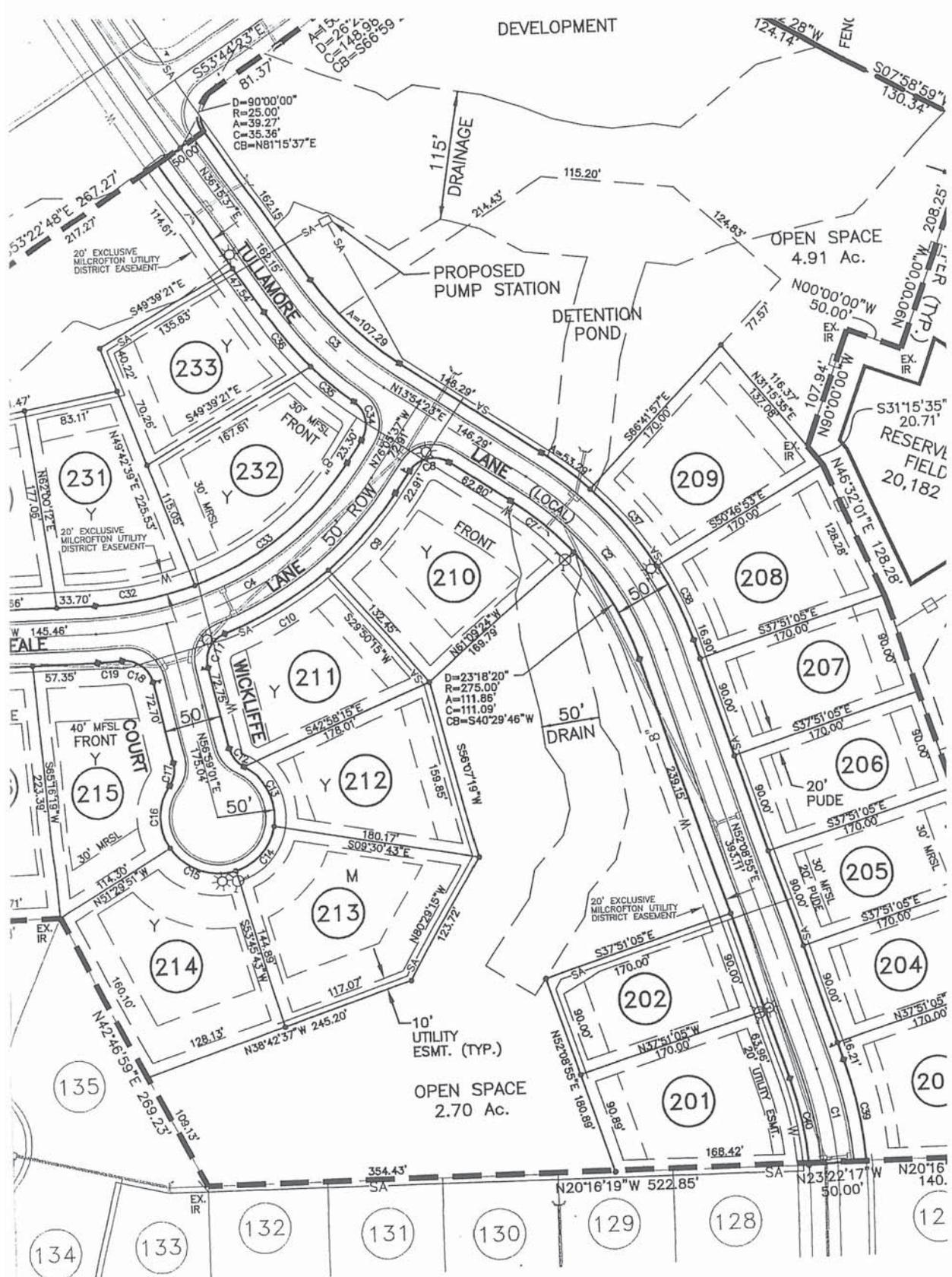
1. This road meets the requirements of acceptance and addition to the Williamson County Road list; and
2. The petition for acceptance was initiated by a member of the Williamson County Commission.

EXISTING IRON ROD
 N: 570,199.50
 E: 1,736,377.19

Thomas Johnson, et al
 Bk 2674 Pg 541
 (39.02)



30' SIDE 10' REAR 30' MIN. LOT WIDTH 80'
 40' SIDE 15' REAR 30' MIN. LOT WIDTH 80'
 40' SIDE 15' REAR 30' MIN. LOT WIDTH 80'
 ERAL BOUNDARY



SECTION ONE
 ABINGTON RIDGE SUBDIVISION
 PB P40 PG 114

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SEWER SYSTEM EASEMENT NOTE:

A RESOLUTION MAKING APPROPRIATIONS FOR THE VARIOUS FUNDS,
DEPARTMENTS, INSTITUTIONS, OFFICES, AND AGENCIES OF
WILLIAMSON COUNTY, TENNESSEE, FOR THE FISCAL YEAR BEGINNING
JULY 1, 2010, AND ENDING JUNE 30, 2011

SECTION 1. BE IT RESOLVED by the Board of County Commissioners of Williamson County, Tennessee, assembled in regular session on the 12th day of July, 2010, that the amounts hereafter set out are hereby appropriated for the purpose of meeting the expenses of the various funds, departments, institutions, offices, and agencies of Williamson County, Tennessee, for the capital outlay and for meeting the payment of principal and interest on the County's debt maturing during the fiscal year beginning July 1, 2010, and ending June 30, 2011, according to the following schedule:

GENERAL FUND

51100	COUNTY COMMISSION	670,635
51210	BOARD OF EQUALIZATION	7,700
51220	BEER BOARD	2,700
51240	OTHER BOARDS AND COMMITTEES / SOLID WASTE	3,300
51300	COUNTY MAYOR	673,895
51310	PERSONNEL / HUMAN RESOURCES OFFICE	245,670
51400	COUNTY ATTORNEY	609,450
51500	ELECTION COMMISSION	734,469
51600	REGISTER OF DEEDS	566,367
51710	COMMUNITY DEVELOPMENT	2,141,562
51720	PLANNING	23,855
51730	BUILDING CODES	19,121
51740	ENGINEERING	47,997
51750	CODES COMPLIANCE	50,381
51760	INFORMATION SYSTEMS	1,077,416
51800	COUNTY BUILDINGS	2,975,190
51810	OTHER FACILITIES - WMSON CTY CABLE T V	99,854
51910	COUNTY ARCHIVES	237,385
51920	RISK MANAGEMENT	190,030
51930	INSURANCE / ADMINISTRATION OF BENEFITS	252,040

GENERAL ADMINISTRATION **\$10,629,017**

52100	ACCOUNTING AND BUDGETING	881,239
52300	PROPERTY ASSESSOR'S OFFICE	1,543,645
52400	COUNTY TRUSTEE'S OFFICE	528,744
52500	COUNTY CLERK'S OFFICE	909,507

FINANCE **\$3,863,135**

53100	CIRCUIT COURT	1,420,343
53300	GENERAL SESSIONS COURT	707,260
53400	CHANCERY COURT	394,680
53500	JUVENILE COURT	395,874
53900	OTHER ADMINISTRATION OF JUSTICE	161,300

ADMINISTRATION OF JUSTICE **\$3,079,457**

54110	SHERIFF'S DEPARTMENT	6,500,038
54130	TRAFFIC CONTROL	98,130
54210	JAIL	4,915,443
54220	WORKHOUSE	185,492
54240	JUVENILE SERVICES	1,547,007
54310	FIRE PREVENTION AND CONTROL	496,359
54410	CIVIL DEFENSE - 911 COMMUNICATIONS	937,304
54420	RESCUE SQUAD - EMERGENCY MANAGEMENT	299,375
54490	OTHER EMERGENCY MGT - L E P C	25,000
54610	COUNTY CORONER / MEDICAL EXAMINER	165,760

PUBLIC SAFETY **\$15,169,908**

55100	LOCAL HEALTH CONTRIBUTIONS	3,000
55110	LOCAL HEALTH CENTER	1,364,084
55120	RABIES AND ANIMAL CONTROL	956,684
55130	AMBULANCE SERVICE	1,943,624
55190	OTHER LOCAL HEALTH SERVICES	9,576
55310	REGIONAL MENTAL HEALTH CENTER	21,780
55390	APPROPRIATION TO STATE	103,816
55510	GENERAL WELFARE ASSISTANCE	17,617
55520	AID TO DEPENDENT CHILDREN	11,000
55900	OTHER PUBLIC HEALTH AND WELFARE	66,932

PUBLIC HEALTH & WELFARE \$4,498,113

56100	ADULT ACTIVITIES	45,464
56300	SENIOR CITIZENS ASSISTANCE	87,760
56500	LIBRARIES - CONTRIBUTIONS	1,876,924
56700	PARKS AND FAIR BOARDS	8,971,742
56900	OTHER SOCIAL, CULTURAL & RECREATIONAL SERVICES	1,167,487

SOCIAL, CULTURAL & RECREATIONAL SERVICES \$12,149,377

57100	AGRICULTURAL EXTENSION SERVICES	339,503
57500	SOIL CONSERVATION	45,753

AGRICULTURAL & NATURAL RESOURCES \$385,256

58190	OTHER ECONOMIC AND COMMUNITY DEVELOPMENT	291,831
58210	PUBLIC TRANSPORTATION (TMA)	778,154
58300	VETERANS SERVICES	13,680
58400	OTHER CHARGES	2,693,992
58600	EMPLOYEE BENEFITS	11,663,000
58900	MISCELLANEOUS	814,224

OTHER GENERAL GOVERNMENT \$16,254,881

TOTAL GENERAL FUND \$66,029,144

SOLID WASTE / SANITATION FUND

55710	SANITATION MANAGEMENT	3,718,303
58400	OTHER CHARGES	400,000
58600	EMPLOYEE BENEFITS	454,150
99100	TRANSFER TO OTHER FUNDS-SOLID WASTE DISPOSAL	0

TOTAL SOLID WASTE / SANITATION FUND \$4,572,453

SPECIAL DRUG CONTROL FUND

54150	DRUG CONTROL FUND EXPENDITURES	85,000
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TOTAL SPECIAL DRUG CONTROL FUND \$85,000

HIGHWAY / PUBLIC WORKS FUND

61000	HIGHWAYS ADMINISTRATION	819,654
62000	HIGHWAY & BRIDGE MAINTENANCE	5,325,417
63100	OPERATION & MAINTENANCE OF EQUIPMENT	1,711,628
63400	QUARRY OPERATIONS	732,417
65000	OTHER CHARGES	755,000
66000	EMPLOYEE BENEFITS	1,223,200
68000	CAPITAL OUTLAY	180,000

TOTAL HIGHWAY / PUBLIC WORKS FUND \$10,747,316

GENERAL PURPOSE SCHOOL FUND

71100	REGULAR INSTRUCTION	115,084,630
71150	ALTERNATIVE PROGRAM	437,330
71200	SPECIAL EDUCATION PROGRAM	25,192,064
71300	VOCATIONAL EDUCATION PROGRAM	5,074,853
71400	STUDENT BODY EDUCATION PROGRAM	1,600,000
71600	ADULT EDUCATION PROGRAM	250,566
72110	ATTENDANCE	132,535
72120	HEALTH SERVICES	2,672,874
72130	OTHER STUDENT SUPPORT	6,751,755
72210	REGULAR INSTRUCTION PROGRAM	5,920,168
72220	SPECIAL EDUCATION PROGRAM	2,301,631
72230	VOCATIONAL EDUCATION PROGRAM	240,778
72260	ADULT EDUCATION PROGRAM	114,743
72310	BOARD OF EDUCATION	3,957,865
72320	OFFICE OF THE SUPERINTENDENT	1,224,351
72410	SCHOOL ADMIN-OFFICE OF PRINCIPAL	14,549,796
72510	FISCAL SERVICES	1,069,039
72520	HUMAN RESOURCES/PERSONNEL	704,046
72610	OPERATION OF PLANT	14,136,826
72620	MAINTENANCE OF PLANT	5,683,326
72710	STUDENT TRANSPORTATION	11,332,761
72810	OTHER SUPPORT SERVICES-CENTRAL & OTHER	3,411,973
73300	COMMUNITY SERVICES	595,801
73400	EARLY CHILDHOOD EDUCATION	799,898

TOTAL GENERAL PURPOSE SCHOOL FUND \$223,239,609

CENTRAL CAFETERIA FUND

73100	FOOD SERVICE	9,224,233
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TOTAL CENTRAL CAFETERIA FUND \$9,224,233

EXTENDED SCHOOL PROGRAM FUND

73300	COMMUNITY SERVICES	1,096,980
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TOTAL EXTENDED SCHOOL PROGRAM FUND \$1,096,980

**GENERAL DEBT SERVICE
FUND**

82110	GENERAL GOVERNMENT - PRINCIPAL	10,910,895
82120	HIGHWAY & STREET - PRINCIPAL	156,600
82130	EDUCATION - PRINCIPAL	7,009,510
82210	GENERAL GOVERNMENT - INTEREST	7,006,755
82220	HIGHWAY & STREET - INTEREST	52,075
82230	EDUCATION - INTEREST	6,271,320
82310	GENERAL GOVERNMENT - OTHER CHARGES	620,000
TOTAL GENERAL DEBT SERVICE FUND		\$32,027,155

RURAL DEBT SERVICE FUND

82130	EDUCATION - PRINCIPAL	6,265,000
82230	EDUCATION - INTEREST	9,392,844
82330	EDUCATION - OTHER CHARGES	235,000
TOTAL RURAL DEBT SERVICE FUND		\$15,892,844

TOTAL COUNTY BUDGET ALL FUNDS		\$362,914,734
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BE IT FURTHER RESOLVED, that the Williamson County School Federal Projects Fund for the No Child Left Behind Act (NCLB), Individuals with Disabilities Education Act (IDEA), Carl Perkins Vocational, and Race to The Top (RTTT) projects shall be the budget approved for the separate projects with the funds by the Williamson County Board of Education.

SECTION 2. BE IT FURTHER RESOLVED, that there are also hereby appropriated certain portions of the commissions and fees for collecting taxes and licenses and for administering other funds which the trustee, county clerk, circuit court clerk, juvenile court clerk, clerk and master, Register and the Sheriff and their officially authorized deputies and assistants may severally be entitled to receive under state laws heretofore and hereafter enacted. Expenditures out of commissions, and/or fees collected by the trustee, county clerk, circuit court clerk, juvenile court clerk, clerk and master, register and the sheriff may be made for such purposes and in such amounts as may be authorized by existing law or by valid order of any court having power to make such appropriations. Any excess commissions and/or fees collected over and above the expenditures duly and conclusively authorized shall be paid over to the Trustee and converted into the General Fund as provided by law.

BE IT FURTHER RESOLVED, that, if any fee officials, as enumerated in Section 8-22-101, Tennessee Code Annotated, operate under provisions of Section 8-22-104, Tennessee Code Annotated, provisions of the preceding paragraph shall not apply to those particular officials.

SECTION 3. BE IT FURTHER RESOLVED, that any amendment to the budget, except for amendments to the budget for funds under the supervision of the director of schools, shall be approved as provided in Section 5-9-407, Tennessee Code Annotated. The director of schools must receive approval of the Board of Education for transfers within each major category of the budget, and approval of both the Board of Education and Board of County Commissioners for transfers between major categories as required by law.

One copy of each amendment shall be filed with the county clerk, one copy with the chairman of the Budget Committee, and one copy with each divisional or departmental head concerned. The reason for each transfer shall be clearly stated; however, this section shall in no case whatsoever be construed as authorizing transfers from one fund to another, but shall apply solely to transfers within a certain fund.

SECTION 4. BE IT FURTHER RESOLVED, that any appropriation made by this resolution which covers the same purpose for which a specific appropriation is made by statute is made in lieu of but not in addition to said statutory appropriation. The salary, wages, or remuneration of each officer, employee, or agent of the County, shall not be in excess of the amounts authorized by existing law or as set forth in the estimate of expenditures which accompanies this resolution. Provided, however, that appropriations for such salaries, wages, or other remunerations hereby authorized shall in no case be construed as permitting expenditures for an office, agency, institution, division or department of the county in excess of the appropriation made herein for such office, agency, institution, division, or department of the county. Such appropriation shall constitute the limit to the expenditures of any office, agency, institution, division, or department for the fiscal year ending June 30, 2011. The aggregate expenditures for any item of appropriation shall in no instance be more than the amount herein appropriated for such item.

SECTION 5. BE IT FURTHER RESOLVED, that any resolution which may hereafter be presented to the Board of County Commissioners providing for appropriations in addition to those made by this Budget Appropriation Resolution shall specifically provide sufficient revenue or other funds, actually to be provided during the fiscal year in which the expenditure is to be made, to meet such additional appropriation. Said appropriating resolution shall be submitted to and approved by the state director of local finance after its adoption as provided by Section 9-21-403, Tennessee Code Annotated.

SECTION 6. BE IT FURTHER RESOLVED, that the county executive and the county clerk are hereby authorized to borrow money on revenue anticipation notes, provided such notes are first approved by the director of local finance, to pay the expenses herein authorized until the taxes and other revenue for the fiscal year **2010-11** have been collected. The proceeds of loans for each individual fund shall not exceed 60% of the appropriations of each individual fund and shall be used only to pay the expenses and other requirements of the fund for which the loan is made. The loan shall be paid out of revenue from the fund for which money is borrowed. The notes evidencing the loans authorized under this section shall be issued under the authority of the applicable sections of Title 9, Chapter 21, Tennessee Code Annotated. Said notes shall be signed by the county executive and countersigned by the county clerk and shall mature and be paid in full without renewal not later than June 30, **2010**.

SECTION 7. BE IT FURTHER RESOLVED, that the delinquent county property taxes for the **2009** tax year and prior tax years and the interest and penalty thereon collected during the year ending June 30, **2011**, shall be apportioned to the various county funds according to the subdivision of the tax levy for the **2010** tax year. The clerk and master and the trustee are hereby authorized and directed to make such apportionment accordingly.

SECTION 8. BE IT FURTHER RESOLVED, that all unencumbered balances of appropriations remaining at the end of the fiscal year shall lapse and be of no further affect at the end of the fiscal year at June 30, **2011**.

SECTION 9. BE IT FURTHER RESOLVED, that any resolution or part of a resolution which has heretofore been passed by the Board of County Commissioners which is in conflict with any provision in this resolution be and the same is hereby repealed.

SECTION 10. BE IT FURTHER RESOLVED, that this resolution shall take effect from and after its passage and its provisions shall be in force from and after July 1, **2010**. This resolution shall be spread upon the minutes of the Board of County Commissioners.

Passed this 12th day of July, **2010**.


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget 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. 7-10-4
Requested by: Budget Director

FILED 6/28/10
ENTERED 11:35 a.m.
ELAINE ANDERSON, COUNTY CLERK

**RESOLUTION FIXING THE TAX LEVY
IN WILLIAMSON COUNTY, TENNESSEE
FOR THE FISCAL YEAR BEGINNING JULY 1, 2010**

SECTION 1. BE IT RESOLVED by the Board of County Commissioners of Williamson County, Tennessee, assembled in regular session on this 12th day of **July, 2010**, that the combined property tax rate for Williamson County, Tennessee, for the fiscal year beginning **July 1, 2010**, shall be **\$2.31** on each \$100 of taxable property, which is to provide revenue for each of the following funds and otherwise conform to the following levies:

FUND	RATE
County General	\$.45
Highway/Public Works	.05
General Purpose Schools	1.31
General Debt Service	.28
Solid Waste/Sanitation	.06
Rural Debt Service	<u>.16</u>
Total	\$2.31

SECTION 2. BE IT FURTHER RESOLVED, that there is hereby levied a gross receipts tax as provided by law. The proceeds of the gross receipts tax herein levied shall accrue to the Highway Public Works Fund.

SECTION 3. BE IT FURTHER RESOLVED, that all resolutions of the Board of County Commissioners of Williamson County, Tennessee, which are in conflict with this resolution are hereby repealed.

SECTION 4. BE IT FURTHER RESOLVED, that this resolution take effect from and after its passage, the public welfare requiring it. This resolution shall be spread upon the minutes of the Board of County Commissioners.

Passed this 12th day of **July, 2010**.


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

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

Elaine Anderson, County Clerk

Houston Naron, Jr.- Commission Chairman

Rogers C. Anderson-County Mayor

Date

Requested by: Budget Director

RESOLUTION MAKING APPROPRIATIONS TO NON-PROFIT CHARITABLE ORGANIZATIONS OF WILLIAMSON COUNTY, TN FOR THE FISCAL YEAR BEGINNING JULY 1, 2010, AND ENDING JUNE 30, 2011

WHEREAS, Section 5-9-109, Tennessee Code Annotated, authorizes the Williamson County Legislative Body to make appropriations to various non-profit charitable organizations; and,

WHEREAS, the Williamson County Legislative Body recognizes the various non-profit charitable organizations providing services in Williamson County have great need of funds to carry on their non-profit, charitable work;

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Williamson County, meeting in regular session on this 12th day of July, 2010,

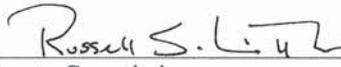
SECTION 1. That **\$1,509,124** be appropriated to non profit organizations in Williamson County as reflected below:

LINE ITEM	AGENCY	PURPOSE	AMOUNT
101.54310.316.001	Arrington VFD	Emergency Services	\$47,745
101.54310.316.002	College Grove VFD	Emergency Services	37,783
101.54310.316.003	Fairview VFD	Emergency Services	71,550
101.54310.316.004	Flat Creek/Bethesda VFD	Emergency Services	50,112
101.54310.316.005	Nolensville VFD	Emergency Services	67,993
101.54310.316.006	W C Rescue Squad	Emergency Services	184,163
101.54310.316.007	Peytonsville VFD	Emergency Services	35,013
101.55190.316	M/C Community Action Agency	Community Services	9,576
101.55310.316	Regional Mental Health Center	Mental Health Svcs	21,780
101.55390.316	State Rehabilitation Center	Handicapped Svcs	67,816
101.55390.316.001	M/C HRA Homemaker Services	Community Services	36,000
101.55510.316	Graceworks	Community Services	17,617
101.55520.316	Foster Children	Child Care	11,000
101.56100.316	Adult Activities/Waves	Handicapped Svcs	45,464
101.56300.316.001	Franklin Senior Citizens	Senior Citizens Svcs	26,978
101.56300.316.002	Fairview Senior Citizens	Senior Citizens Svcs	6,031
101.56300.316.003	Hillsboro Senior Citizens	Senior Citizens Svcs	4,311
101.56300.316.004	College Grove Senior Citizens	Senior Citizens Svcs	15,975
101.56300.316.005	Bethesda Senior Citizens	Senior Citizens Svcs	12,010
101.56300.316.007	Nolensville Senior Citizens	Senior Citizens Svcs	4,230
101.56300.316.008	Brentwood Senior Citizens	Senior Citizens Svcs	15,975
101.56300.316.009	Spring Hill Senior Citizens	Senior Citizens Svcs	2,250
101.56500.316.001	Library-Brentwood	Operations	71,950
101.56500.316.002	Library-Spring Hill	Operations	26,165
101.58900.316.001	Boys & Girls Club	Community Services	8,960
101.58900.316.003	Community Child Care	Community Services	7,508
101.58900.316.005	My Friends House	Community Services	4,958
101.58900.316.006	CrimeStoppers	Community Services	873
101.58900.316.007	M/C HRA Nutrition Program	Community Services	14,622
101.58900.316.008	M/C HRA Transportation Prog.	Community Services	2,241
101.58900.316.011	Court Appointed Special Advoc.	Community Services	3,292
101.58900.316.015	Community Housing Partnership	Community Services	38,131
101.58900.316.018	Assoc. for Retarded Citizens	Community Services	1,814
101.58900.316.019	Greenbrier Community Center	Community Services	437
101.58900.316.021	SaddleUp!	Handicapped Svcs	3,600
101.58900.316.023	Bridges of W C	Community Services	15,701
101.58900.316.028	Williamson County Fair	Community Services	45,000
101.58900.316.029	Convention & Visitors Bureau	Tourism	472,500
			\$1,509,124

AND BE IT FURTHER RESOLVED, that all appropriations enumerated in Section 1 above are subject to the following conditions:

1. That the non-profit organizations to which funds are appropriated shall file with the county clerk and the disbursing officials a copy of any annual report of its business affairs and transactions and the proposed use of the county's funds in accordance with rules promulgated by the Comptroller of the Treasury, Chapter 0380-2-7. Such annual report shall be prepared and certified by the chief financial officer of such non-profit organization in accordance with Section 5-9-102(c), Tennessee Code Annotated.
2. That said funds must only be used by the named non-profit charitable organizations in furtherance of their non-profit charitable purposes benefiting the general welfare of the residents of Williamson County.
3. That it is the expressed interest of the County Commission of Williamson County in providing these funds to the above-named non-profit charitable organizations to be fully in compliance with Chapter 0380-2-7 of the Rules of the Comptroller of the Treasury and Section 5-9-109, Tennessee Code Annotated, and any and all other laws which may apply to County appropriations to non-profit organizations; and so this appropriations is made subject to compliance with any and all of these laws and regulations.

AND BE IT FURTHER RESOLVED that this resolution shall take effect from and after its passage; and its provisions shall be in force from and after July 1, 2010. This resolution shall be spread upon the minutes of the Board of County Commissioners this 12th day of July, 2010.



 County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee _____ For ____ Against ____
 _____ 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. 7-10-6
Requested by: Budget Director

**RESOLUTION APPROPRIATING \$1,000,000 EDUCATION
PRIVILEGE TAX FUNDS AND APPROVING THE RELATED OPERATING
TRANSFERS FOR 2010-11 RURAL DEBT SERVICE EXPENDITURES**

WHEREAS, the costs of school construction projects in the various school building programs have increased expenditures in the Rural Debt Service Fund; and,

WHEREAS, to generate sufficient revenue within the Rural Debt Service for 2010-11, additional funds will be required;

NOW, THEREFORE, BE IT RESOLVED, that \$1,000,000 Education Privilege Tax funds be appropriated, as follows:

EXPENDITURES:

Rural Debt Service - Principal on Bonds (152.82130.601)	\$ 1,000,000
Transfer In (152.49800)	\$ 1,000,000

REVENUES:

Education Privilege Tax Funds (171.35160)	\$ 1,000,000
Transfer Out-Education Privilege Tax (171.91300.590.600)	\$ 1,000,000


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee For ___ Against ___
Education 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. 7-10-7
Requested by: Budget Director

**RESOLUTION APPROPRIATING AND AMENDING THE 2010-11
HIGHWAY DEPARTMENT BUDGET BY \$100,000 AND RELATED
OPERATING TRANSFERS FOR PAVING EXPENSES - REVENUES
TO COME FROM HIGHWAY PRIVILEGE TAX FUNDS**

WHEREAS, the Williamson County Highway Commission annually submits a list of projects within their respective districts to be earmarked for paving projects throughout the upcoming fiscal year; and,

WHEREAS, these lists have been submitted and sufficient funds are available within the Highway Privilege Tax account to be utilized to offset the costs of these paving expenses;

NOW, THEREFORE, BE IT RESOLVED, that 2010-11 Highway budget be amended, as follows:

EXPENDITURES:

Asphalt-Hot Mix (131.62000.404)	\$ 100,000
Transfer In (131.49800)	\$ 100,000

REVENUES:

Highway Privilege Taxes (171.35150)	\$ 100,000
Transfer Out (171.91200.590.500)	\$ 100,000


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Highway Commission For ___ Against ___
Budget 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 REQUESTING AN INTENT TO FUND IN THE AMOUNT OF \$3,400,000 FOR THE WILLIAMSON COUNTY BOARD OF EDUCATION 2010-2011 CAPITAL NEEDS

WHEREAS, there is a need for capital expenditures within the maintenance and technology departments of the Board of Education and is being requested as an intent to fund as follows:

	General Debt	Rural Debt
Maintenance Department		
Fire Safety Repairs	49,050	49,050
Major HVAC Repairs	230,000	230,000
Major Infrastructure Repairs	107,500	107,500
Roof Replacements	712,642	157,200
Total Maintenance Department	1,099,192	543,750
Technology Department		
Infrastructure Needs	\$ 447,400	808,013
Replacement of Obsolete Equipment	233,685	221,685
Growth Needs	22,950	23,325
Total Technology Department	\$ 704,035	1,053,023
Total Capital Request		\$ 3,400,000

NOW, THEREFORE BE IT SO RESOLVED, that the Williamson County Board of County Commissioners' meeting in regular session on July 12, 2010 approve \$3,400,000 as noted in the projects above and take the appropriate actions that are necessary to fund the \$3,400,000 in a future bond issue.

BE IT ALSO FURTHER RESOLVED, that the County may fund the \$3,400,000 in anticipation of the issuance of tax exempt bonds, with the expectation that the County will reimburse itself for any funding with the proceeds of the tax-exempt bond issues; and that this resolution shall be placed in the minutes of the Williamson County Board of County Commissioners and made available for inspection by the general public at the office thereof; and that this resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.



Commissioner Steve Smith

Committees Referred to & Action Taken

- | | |
|--------------------------|--------------------------------|
| 1. School Board | Yes <u>12</u> No <u>0</u> |
| 2. Education | Yes <u>4</u> No <u>1</u> |
| 3. Budget | Yes <u> </u> No <u> </u> |
| COMMISSION ACTION TAKEN: | Yes <u> </u> No <u> </u> |

Elaine Anderson-County Clerk

Houston Naron, Jr-Commission Chairman

Date

Rogers Anderson-County Mayor

RESOLUTION NO. 7-10-9
Recommended by : Board of Education

**RESOLUTION APPROPRIATING \$8,025 WITHIN THE GENERAL PURPOSE SCHOOL
FUND 2010-2011 OPERATING BUDGET FOR PTO FUNDED POSITION**

WHEREAS, the Trinity PTO has approved from their operations to pay for a part time teacher assistant for that school; and

WHEREAS, the funds for this additional position will be paid entirely by the parent organization and thus require no local (tax) funding;

NOW, THEREFORE BE IT RESOLVED, that the Williamson County Board of County Commissioners meeting in regular session on July 12, 2010 amend the 2010-2011 General Purpose School Fund Operating budget in the following manner:

Revenue			
141.44990	Other Local Revenues (parent Funded programs)		\$8,025
Expenditure			
141.71100.5163	Teacher Asst.		\$7,450
141.71100.5201	Fica		465
141.71100.5212	Medicare		110
	Total		\$8,025


Commissioner Steve Smith

Committees Referred to and Action Taken

School Board	Yes <u>11</u>	No <u> </u>
Education	Yes <u>5</u>	No <u>0</u>
Budget	Yes <u> </u>	No <u> </u>
Commission	Yes <u> </u>	No <u> </u> Pass <u> </u>

Elaine Anderson-County Clerk

Houston Naron, Jr- Commission Chairman

Date

07.10.pto trinity.docx

Rogers Anderson - County Mayor

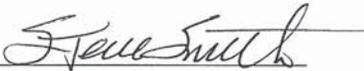
RESOLUTION NO. 7-10-10
 Requested by: Board of Education

**RESOLUTION APPROPRIATING IN THE 2010-11 GENERAL PURPOSE SCHOOL BUDGET
 \$45,796 ADDITIONAL FEDERAL FUNDS FOR PERSONNEL EXPENDITURES FOR THE
 BOARD'S ADULT EDUCATION PROGRAM**

- WHEREAS,** Williamson County Board of Education receives a federal grant through the state for the adult education program to administer an adult education program in Williamson County ; and
- WHEREAS,** during the budget process the Board cut a secretarial position for this program that the state has determined it will fund next year through grant funds; and
- WHEREAS,** they further determined they would provide some additional funds for costs that it had not provided in the previous years such as the benefits for an aide and the state portion of the supervisor's salary and benefits; and
- WHEREAS,** no additional local funds will be necessary;

NOW, THEREFORE BE IT RESOLVED, that the Williamson County Board of County Commissioners meeting in regular session on July 12, 2010 approve and amend the 2010-2011 General Purpose School Fund budget as follows:

Revenue		
141.47590	Other Federal Funds	\$82,827
Expenditure		
141.71600.520600	Life	\$51
141.71600.520100	Medical	8,500
141.71600.520400	Dental	500
141.72260.516100	Secretary	24,233
141.72260.520100	FICA	1,502
141.72260.520400	Retirement	1,924
141.72260.520600	Life	51
141.72260.520700	Medical	8,500
141.72260.520800	Dental	500
141.72260.521200	Medicare	35
	Total	\$45,796


 Commissioner Steve Smith

Committees Referred to and Action Taken		
School Board	Yes <u>11</u>	No <u> </u>
Education	Yes <u>5</u>	No <u>0</u>
Budget	Yes <u> </u>	No <u> </u>
Commission	Yes <u> </u>	No <u> </u>

 Elaine Anderson-County Clerk

 Houston Naron, Jr - Commission Chairman

 Rogers Anderson-County Mayor

 Date

**RESOLUTION OF THE GOVERNING BODY OF WILLIAMSON COUNTY,
TENNESSEE, AUTHORIZING THE ISSUANCE, SALE, AND PAYMENT OF
INTEREST-BEARING 2010-11 GENERAL PURPOSE SCHOOL FUND
TAX ANTICIPATION NOTES NOT TO EXCEED
TWENTY-FIVE MILLION (\$25,000,000) DOLLARS**

WHEREAS, the Governing Body of Williamson County, Tennessee, (the "Local Government") has determined that it is necessary and desirable to borrow a limited amount of funds to meet appropriations made for the General Purpose School Fund (the "Fund") for the current fiscal year, being July 1, 2010, through June 30, 2011, inclusive, (the "Fiscal Year"), in anticipation of the collection of taxes and revenues for the Fund during the Fiscal Year; and

WHEREAS, under the provisions of Part I, IV, and VIII of Title 9, Chapter 21, Tennessee Code Annotated (the "Act"), local governments in Tennessee are authorized to issue and sell interest-bearing tax anticipation notes in amounts not exceeding sixty percent (60%) of the Fund appropriation for the Fiscal Year upon the approval of the State Director of Local Finance; and

WHEREAS, the Governing Body finds that it is advantageous to the Local Government to authorize the issuance and sale of tax anticipation notes;

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of Williamson County, Tennessee, as follows:

Section 1. That, for the purpose of providing funds to meet certain appropriations for the Fiscal Year, the County Mayor of the Local Government is hereby authorized in accordance with the terms of this Resolution to issue and sell interest-bearing tax anticipation notes in a principal amount not to exceed Twenty-Five Million Dollars (\$25,000,000) (the "Notes") by interfund loan from the School Debt Service Fund or such other fund designated by the County Mayor of the Local Government, or at either a competitive public sale or at a private negotiated sale upon approval of the State Director of Local Finance pursuant to the terms, provisions, and conditions permitted by law. The Notes shall be designated "General Purpose School Fund Tax Anticipation Notes, Series 2009"; shall be numbered serially from 1 upwards; shall be dated as of the date of issuance; shall be in denomination(s) as agreed upon with the purchaser; shall be sold at not less than par value and accrued interest; and shall bear interest at a rate or rates not to exceed the legal limit provided by law.

Section 2. That, the sum of the principal amount of the Notes, together with the principal amount or amounts of any prior tax anticipation notes issued during the Fiscal Year, does not exceed sixty percent (60%) of the Fund appropriation for the Fiscal Year.

Section 3. That, the Notes may be renewed from time to time and money may be borrowed from time to time for the payment of any indebtedness evidenced by the Notes; provided, that the Notes and any renewal notes shall mature and be paid in full without renewal on or before the end of the Fiscal Year. If the Local Government overestimates the amount of taxes and revenue collected for the Fiscal Year and it becomes impossible to retire the Notes and all renewal notes prior to the close of the Fiscal Year, then the Local Government shall apply to the State Director of Local Finance within ten (10) days prior to the close of the Fiscal year for permission to issue funding bonds to cover the unpaid Notes in the manner provided by Title 9, Chapter 11 of Tennessee Code Annotated or as otherwise provided for in a manner approved by the State Director of Local Finance.

Section 4. That, the Notes shall be secured solely by the receipt of taxes and revenues by the Fund during the Fiscal Year.

Section 5. That, the Notes shall be subject to redemption at the option of the Local Government, in whole or in part, at any time, at the principal amount and accrued interest to the date of redemption without a premium.

Section 6. That, the Notes shall be executed in the name of the Local Government and bear the manual signature of the County Mayor of the Local Government and the manual signature of the County Clerk with the Local Government seal affixed thereon; and shall be payable as to principal and interest at the office of the County Trustee of the Local Government or the paying agent duly appointed by the Local Government. Proceeds of the Notes shall be deposited with the County Trustee of the Local Government and shall be paid out for the purpose of meeting Fund appropriations made for the Fiscal Year in anticipation of the collection of revenues and taxes pursuant to this Resolution and as required by law.

Section 7. That, the Notes shall be in substantially the form attached hereto and shall recite that that notes are issued pursuant to Title 9, Chapter 21, Tennessee Code Annotated.

Section 8. That the Notes shall be sold only after the receipt of the approval of the State Director of Local Finance for the sale of the Notes.

Section 9. That the County Mayor and the County Clerk, and all other officers of the County are hereby authorized and directed to take such actions and execute such documents as may be necessary or advisable in order to carry out the purposes of this Resolution.

Section 10. That, all orders or resolutions in conflict with this Resolution are hereby repealed insofar as such conflict exists and this Resolution shall become effective immediately upon its passage.

Duly passed and approved this 12th day of July, 2010.


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee For Against

Education 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. 7-10-12
Requested by: Solid Waste Director

6/28/10
11:35 a.m.
JW

**RESOLUTION APPROPRIATING AND AMENDING THE 2010-11
CAPITAL PROJECT BUDGET BY \$349,500 - REVENUE TO
COME FROM UNAPPROPRIATED SOLID WASTE/SANITATION FUND BALANCE**

WHEREAS, Williamson County operates a Solid Waste/Sanitation Landfill; and,

WHEREAS, in an effort to maintain these operations, there is an on-going need to provide efficient equipment, including replacement of bins and the purchase of a new roll-off truck and to make repairs to the Southall Convenience Center site and to replace the floor at the transfer station;

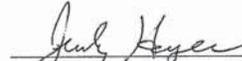
NOW, THEREFORE, BE IT RESOLVED, that the 2010-11 Solid Waste/Sanitation budget be amended, as follows:

Expenditures:

Landfill-Other Equipment (171.91140.733.001)	\$182,500
Landfill-Other Construction (171.91140.791.007)	<u>\$167,000</u>
	\$349,500
Transfer In (171.49800)	\$349,500

Revenues:

Unappropriated Solid Waste Fund Balance (116.39000)	\$349,500
Transfer Out (116.99100.590)	\$ 349,500



Judy Hayes - County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Municipal Solid Waste Board For 4 Against 0
Budget 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. 7-10-13
Requested by: Register of Deeds

FILED 6/28/10
ENTERED 11:35 a.m.
LAWSON RECORDING SERVICE, INC. JW

**RESOLUTION APPROPRIATING AND AMENDING THE 2010-11
REGISTER OF DEEDS' BUDGET BY \$85,120 - REVENUES TO COME
FROM DOCUMENT RECORDING FEES**

WHEREAS, Public Chapter 870 of the 1998 General Assembly established an additional recording fee of \$2 per legal document recorded in the Register's Office; and,

WHEREAS, this additional recording fee is receipted and earmarked for the specific purpose of purchasing equipment, upgrading existing equipment, related maintenance and operating costs associated with the Register of Deeds' Office; and,

WHEREAS, there is a need to provide funding for certain office equipment and related maintenance and part-time operating costs for the Register of Deeds' Office to be able to process the increased volume of documents being recorded each day;

NOW, THEREFORE, BE IT RESOLVED, that the 2010-11 Register of Deeds Budget be amended as follows:

EXPENDITURES:

Part-time Pay (101.51600.169)	11,006
Lease Payments (101.51600.330)	12,000
Maintenance & Repairs-Ofc. Equipment (101.51600.337)	47,054
Capital Outlay-Data Processing Equipment (101.51600.709)	<u>15,000</u>
	\$85,120

REVENUES:

Register of Deeds Document Recording Fees	\$85,120
Reserve Account (101.34161)	



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee _____ For _____ Against _____
_____ 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 AUTHORIZING THE DEMOLITION OF THE FLEMING HALL BUILDING ON THE OLD BGA CAMPUS AND APPROPRIATING AND AMENDING THE 2010-11 CAPITAL PROJECTS BUDGET TO PROVIDE AN ADDITIONAL \$100,000 FOR SAID DEMOLITION AND AUTHORIZING THE USE OF FUNDS PREVIOUSLY ALLOCATED FOR THE PROJECT

- WHEREAS,** through various resolutions (Resolution Nos. 7-04-19, 5-08-21 and 10-08-12), funding totaling \$250,000 has been appropriated by the Board of Commissioners of Williamson County for use on the old BGA Campus, including the use of a portion of these funds for the removal of asbestos from Fleming Hall and the purchase of roof tarpaulins and other roof and structural preservation; and,
- WHEREAS,** these projects have been completed and approximately \$199,000 remains in an account specified for the old BGA campus; and,
- WHEREAS,** there is a need to provide a more ADA accessible and operational facility for the membership of the J. L. Clay Senior Citizens in downtown Franklin; and,
- WHEREAS,** it appears to be advantageous to utilize the county-owned property at the old BGA Campus to provide a new location for senior citizens which would more efficiently meet the needs of this growing population, accommodate the respective programming needs, allow for sufficient parking and meet the accessibility requirements; and,
- WHEREAS,** it appears to be cost prohibitive to renovate the current facility and discussions have been on-going discussions with various stakeholders as it relates to the use of this property acquired by the county; and,
- WHEREAS,** planning for the campus currently includes the removal of the existing BGA-Fleming Hall building and retaining the original, front of the building, while ensuring that the structure remains stable and secure to support the construction of a new addition which would compliment the original structure; and,
- WHEREAS,** it is the intent to dedicate the front lobby to the history of the BGA campus; and,
- WHEREAS,** construction of a new senior citizens facility can be combined with the addition of a new community theater, which has been included the long-range planning for the Williamson County Parks & Recreation Department for multiple years; and,
- WHEREAS,** said theater would provide a home for the award-winning children's theater program, a local community theater, and a large meeting space to meet on-going requests for groups of up to 750 people, with priority for county related functions and available for rent by the public; and,
- WHEREAS,** upon completion of the new facility, it is the intent that the existing county-owned property on Bridge Street, now utilized by the J. L. Clay Senior Citizens, would be declared as surplus for sale and said proceeds would be earmarked for the new facility costs; and,
- WHEREAS,** said demolition project will be placed out for competitive bids; and,
- WHEREAS,** the Board of Commissioners, meeting in regular session this the 12th day of July, 2010, hereby authorizes the use of the existing funds, as set forth herein;

NOW, THEREFORE, BE IT RESOLVED, that the 2010-11 Capital Projects Budget be amended, to appropriate an additional \$100,000 Fleming Hall, to be utilized for the planning and demolition of the old Fleming Hall facility of the old BGA school campus, as follows:

EXPENDITURES:

Capital Projects-BGA Campus (171.91110.707.041)	\$ 100,000
Operating Transfer (171.49800)	\$ 100,000

REVENUES:

Unappropriated County General Funds (101.39000)	\$ 100,000
Transfer Out (101.99100.590)	\$ 100,000

Russell S. Little
County Commissioner - Russell Little

Bert Chalfant
County Commissioner - Bert Chalfant

Jeff Ford
County Commissioner - Jeff Ford

Jack Walton
County Commissioner - Jack Walton

John Hancock
County Commissioner - John Hancock

Mary E. Mills
County Commissioner - Mary Mills

Houston Naron, Jr.
County Commissioner - Houston Naron, Jr.

Cheryl Wilson
County Commissioner - Cheryl Wilson

COMMITTEES REFERRED TO & ACTION TAKEN:

Property Committee For 4 Against 0
Parks & Recreation Committee For Against
Budget 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. 7-10-23
Requested by: Emergency Management Director

**A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO ENTER INTO A
CONTRACTURAL AGREEMENT BETWEEN THE STATE OF TENNESSEE
AND WILLIAMSON COUNTY FOR PASS THROUGH FEDERAL FUNDING TO
SUBSIDIZE EMERGENCY MANAGEMENT**

WHEREAS, the Williamson County Emergency Management Agency is responsible for ensuring a coordinated response to emergencies and disasters in Williamson County; and

WHEREAS, the Federal Emergency Management Agency has agreed to provide funding to subsidize the Williamson County Emergency Management Agency through the Emergency Management Performance Grant program; and

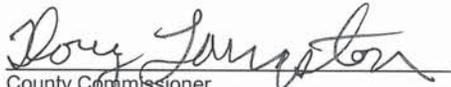
WHEREAS, this will be pass through federal funding from the State of Tennessee, Department of Military, Tennessee Emergency Management Agency in an amount not to exceed \$45,000; and

WHEREAS, the grant requires Williamson County to provide matching funds; and

WHEREAS, the Williamson County Board of Commissioners finds it in the interest of its citizens to provide the County Mayor the authority to sign the grant agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners meeting in regular session this the 12th day of July, 2010, hereby authorizes the County Mayor to enter into a grant agreement with the State of Tennessee for pass through funding to subsidize emergency management in an amount not to exceed \$45,000.00.

AND, BE IT FURTHER RESOLVED, that the County Mayor is hereby authorized to execute the grant agreement as well as any amendments or documents required to receive the grant funds.


County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

Law Enforcement & Public Safety Committee For _____ Against _____
Budget Committee For _____ Against _____

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

Elaine Anderson, County Clerk

Houston Naron, Jr
Commission Chairman

Rogers Anderson, County Mayor

Date

FILED 6/28/10
ENTERED 11:35 a.m.
ELAINE ANDERSON, COUNTY CLERK JW

Resolution No. 7-10-15
Requested by: Elections Administrator

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR
TO ENTER INTO A SUPPLEMENTAL GRANT FOR THE LEASE OF
ADDITIONAL VOTING MACHINES**

WHEREAS, it was recently determined by the Division of Elections of the State of Tennessee that Williamson County will need to lease additional voting machines for the August and/or November elections; and

WHEREAS, the Division of Elections notified Williamson County that it can lease the additional voting machines with money received through a supplemental grant; and

WHEREAS, with the intent of providing convenient voting locations, Williamson County desires to lease these new machines; and

WHEREAS, the Williamson County Board of Commissioners have determined that it is in the best interest of the citizens of Williamson County to authorize the County Mayor to execute a supplemental grant for the lease of additional voting equipment:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 12th day of July, 2010, hereby authorizes the Williamson County Mayor to execute a supplemental grant and all other documents with the Division of Elections of the State of Tennessee for the lease of additional voting equipment.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Property Committee: For 4 Against 0

Budget Committee: For _____ Against _____

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

Elaine Anderson, County Clerk

Houston Naron, Jr., Chairman

Rogers C. Anderson - County Mayor

Date

Resolution No. 7-10-16
Requested by: Elections Administrator

FILED 6/28/10
ENTERED 11:35 a.m.
ELISE ANDERSON COUNTY CLERK JW

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR
TO ENTER INTO A LEASE AGREEMENT FOR THE TEMPORARY USE OF
VOTING MACHINES**

WHEREAS, Williamson County is a Tennessee governmental entity which is authorized to execute lease agreements for personal property pursuant to *Tennessee Code Annotated, Section 7-51-901 et. seq.*; and

WHEREAS, Williamson County recently received notice from the Division of Elections, State of Tennessee, that Williamson County needed to lease voting machines for the August and/or the November elections; and

WHEREAS, Williamson County will be receiving grant funds for the lease of the voting machines from a supplemental grant; and

WHEREAS, the Williamson County Board of Commissioners have determined that it is in the interest of the citizens of Williamson County to authorize the County Mayor to execute a lease agreement to obtain additional voting machines for the August and November elections:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 12th day of July, 2010, hereby authorizes the Williamson County Mayor to execute a personal property lease agreement and all other documents for additional voting machines.


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Property Committee: For 4 Against 0
Budget Committee: For _____ Against _____

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

Elaine Anderson, County Clerk

Houston Naron, Jr., Chairman

Rogers C. Anderson - County Mayor

Date

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO
ENTER INTO AN AGREEMENT WITH THE TENNESSEE
DEPARTMENT OF TRANSPORTATION FOR A VANPOOL PROGRAM**

WHEREAS, Williamson County, ("County"), is a governmental entity that has partnered with Transportation Management Association ("TMA") with the purpose to reduce traffic congestion and emissions to improve air quality for the benefit of its citizens; and

WHEREAS, the Tennessee Department of Transportation, ("TDOT"), is a State governmental entity that has grant money available for programs that have the purpose of improving traffic congestion and increasing air quality; and

WHEREAS, Williamson County has received a grant from TDOT to decrease emissions and improve air quality and traffic congestion; and

WHEREAS, TMA currently operates a Van Program which has seen an increase in passengers;

WHEREAS, the grant does not require matching funds from the County; and

WHEREAS, the Williamson County Board of Commissioners finds it in the interest of the citizens of Williamson County to enter into the grant agreement with TDOT with the goal of improving traffic congestion and decreasing emissions.

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 12th day of July, 2010, authorizes the Williamson County Mayor to execute the grant agreement with the Tennessee Department of Transportation as well as all other related documents necessary to receive the grant funds.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee For ___ Against ___ Pass ___ Out ___

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

Elaine Anderson, County Clerk

Houston Naron, Jr., Commission Chairman

Rogers Anderson, County Mayor

Date

Resolution No. 7-10-18
Requested by: Director of Solid Waste Department

FILED 6/28/10
ENTERED 11:35 a.m.
CLERK WILLIAMSON COUNTY CLERK JW

RESOLUTION DECLARING CERTAIN EQUIPMENT AS SURPLUS PROPERTY AND AUTHORIZING THE SALE OF THE EQUIPMENT

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

WHEREAS, Williamson County is the owner of the following equipment;

Asset #7500	1994 Volvo Truck #13	VIN# 4V2JCBEXRR829132
Asset #7495	1996 Dodge Ram Van	VIN # 2B5WB35Z9TK142419
Asset #6073	1967 Army Tractor	VIN # 05G40670C12413237
Asset #5057	Bin – 42 cubic yard receiver	
Asset # 11497	Bin – 42 cubic yard receiver	
Asset # 11885	Bin – 42 cubic yard receiver	
Miscellaneous bins (9) and unusable parts		

WHEREAS, the Williamson County Legislative Body has determined that the Equipment is no longer needed by Williamson County and as such declares it surplus; and

WHEREAS, because the Equipment is no longer needed by Williamson County it is proper to declare such property surplus and to authorize the sale of the Equipment by public auction.

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners meeting on this the 12th day of July, 2010, declare that the County owned equipment listed above is either unneeded or unusable in its current condition and therefore, surplus property, and authorizes the Williamson County Mayor to sell the property through a public auction.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Solid Waste Board:	For <u>5</u>	Against <u>0</u>
Budget Committee:	For _____	Against _____
Property Committee:	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

Resolution No. 7-10-19
Requested by: Property Assessor

FILED 6/28/10
ENTERED 11:35 a.m.
CLERK WILLIAMSON COUNTY CLERK

A RESOLUTION AUTHORIZING THE PRORATION OF ANNUAL REAL PROPERTY TAX ASSESSMENTS OF CERTAIN REAL PROPERTY DAMAGED BY THE FLOODING DISASTER AS AUTHORIZED BY T.C.A. § 67-5-603

WHEREAS, many Williamson County citizens suffered severe property damage as a result of the devastating historic flood event occurring in early May, 2010; and

WHEREAS, the Federal Emergency Management Agency declared several counties in Tennessee, including Williamson County, as a major disaster area; and

WHEREAS, pursuant to legislation recently amended by the Tennessee General Assembly, *Tennessee Code Annotated, Section 67-5-603(d)* authorizes a Property Assessor, upon receiving an application from a taxpayer prior to September 1, 2010, to prorate the annual real property assessments for structures and improvements that were demolished, destroyed, or substantially damaged by the flood; and

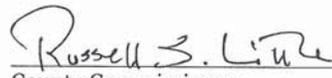
WHEREAS, the statute provides for proration for the actual period the structure or improvement is destroyed or substantially damaged; and

WHEREAS, to qualify for the proration the structure or improvement must be destroyed or damaged and not replaced or restored for a period exceeding 30 days; and

WHEREAS, by a two-thirds vote, the Williamson County Board of Commissioners finds it in the best interest of its citizens to authorize proration of those structures and improvements that meet the minimum requirements of the statute:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session on this the 12th day of July, 2010, by the required 2/3 majority vote, hereby authorizes the proration of annual real property assessments for structures and improvements demolished, destroyed, or substantially damaged in counties that were included in the FEMA declaration pursuant to the restrictions found in T.C.A. § 67-5-603;

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



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Property Committee: For 4 Against 0 Pass ___ Out ___
Tax Study Committee: For ___ Against ___ Pass ___ Out ___
Budget Committee: For ___ Against ___ Pass ___ Out ___
Commission Action Taken: For ___ Against ___ Pass ___ Out ___

Elaine Anderson, County Clerk

Houston Naron, Jr., Commission Chairman

Rogers Anderson, County Mayor

Date

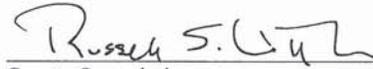
Resolution No. 7-10-20
Requested by: Sheriff Long

FILED 6/28/10
ENTERED 11:35 a.m.
CLERK OF WILLIAMSON COUNTY

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE CITY OF FRANKLIN REGARDING THE TRANSFER, RECEIPT, AND EXPENDITURE OF FUNDS RECEIVED FROM THE JUSTICE ASSISTANCE GRANT PROGRAM

- WHEREAS, both Williamson County, ("County"), and the City of Franklin, ("Franklin"), are governmental entities of the State of Tennessee and as such, are authorized to enter into an interlocal agreement pursuant to *Tennessee Code Annotated, Section 12-9-104*;
- WHEREAS, the City of Franklin receives funds through the Justice Assistance Grant Program;
- WHEREAS, the City has agreed to enter into an interlocal agreement to transfer funds received from the Justice Assistance Grant Program to Williamson County;
- WHEREAS, the County has agreed to use the funds received from the City for those purposes and expenditures authorized under the Justice Assistance Grant Program; 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 Mayor to execute the attached Interlocal Agreement for the receipt of funds the City received through the Justice Assistance Grant Program.

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 12th day of July, 2010, hereby authorizes the Williamson County Mayor to execute the attached Interlocal Agreement and all other documents with the City of Franklin to define the obligations and responsibilities of the parties for the transfer, receipt and expenditure of funds received through the Justice Assistance Grant Program.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enforcement Committee	For _____	Against _____		
Budget 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

INTERLOCAL AGREEMENT BETWEEN THE CITY OF FRANKLIN, TENNESSEE
AND WILLIAMSON COUNTY, TENNESSEE

THIS INTERLOCAL AGREEMENT, ("Agreement"), is entered into by and between the **CITY OF FRANKLIN, TENNESSEE**, ("City"), a municipal corporation of the State of Tennessee located at 109 Third Avenue South, Franklin, Tennessee 37064, and **WILLIAMSON COUNTY, TENNESSEE**, ("County"), a subdivision of the State of Tennessee, located at 1320 West Main Street, Franklin, Tennessee, 37064, to establish the terms and responsibilities of the parties.

RECITALS

WHEREAS, Williamson County and the City of Franklin have the authority, pursuant to T.C.A. §12-9-104 to enter into interlocal agreements to assist in providing services to its citizens;

WHEREAS, the parties find that the performance of this Agreement is in the interest of both parties' citizens, that the undertaking is in the interest of their respective citizens, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement;

WHEREAS, the City has agreed to enter into this Interlocal Agreement to transfer funds it receives from the Justice Assistance Grant Program to Williamson County; and

WHEREAS, County and City have determined it to be in the best interest of the parties' respective citizens to enter into this Agreement.

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

I. Purpose of Agreement.

The purpose of this Agreement is to define the financial responsibilities of the parties. Unless otherwise provided for herein, the parties shall be responsible for providing funding to fulfill their individual obligations through revenue received from the Justice Assistance Grant Program ("JAG").

II. Authority.

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

III. Obligations and Duties.

- A.** The City agrees to transfer the funds it receives from the JAG program to Williamson County. The City anticipates receiving \$5,336.00.
- B.** The County agrees to use the funds as it deems appropriate for its Law Enforcement Training Program. The County shall use the JAG funds only for those expenditures as permissible under the grant contracts.
- C.** The parties agree to cooperate to ensure that all obligations and duties contained herein, or provided for by grant documents are completed.

IV. General Terms.

- A. Term.** The term of this Agreement shall begin on the date it is signed by the parties and terminate on the date that all parties have fulfilled all of their obligations contained herein. The Agreement may be extended by written agreement of the parties to the maximum term as permissible by Tennessee Law.
- B. Compliance with Laws, Codes and Ordinances.** The Parties agree to comply with all applicable federal, state and local laws and regulations.
- C. Notices.** 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. 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.

1. Notices to County shall be sent to:
Attention: Office of the County Mayor
Mayor Rogers Anderson
Address: 1320 West Main Street, Suite 125
Franklin, TN 37064
2. Notices to City shall be sent to:
City: City of Franklin
Attention: Mayor John Schroer
Address: P.O. Box 305
109 Third Avenue South
Franklin, TN 37064

D. Entire Agreement and Modification of Agreement. This Agreement, and any exhibits included herewith at the time of execution of this Agreement, contains the entire agreement between the parties, and no statement, promises, or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid or binding. This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.

E. Waiver. No waiver by a party 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 a party 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.

F. Specific Performance. The parties recognize that the rights afforded to each under this Agreement are unique and, accordingly, County and/or City shall, in addition to such other remedies as may be available to them in equity, have the right to enforce their respective rights hereunder by an action for injunctive relief and/or specific performance to the extent permitted by law.

G. Employment Discrimination. The parties 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.

H. Dispute Resolution. The parties may agree to participate in non-binding mediation in an attempt to resolve any disputes. Notwithstanding the foregoing statement, any claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, shall be subject to and decided by a court of law.

I. Taxes. It is acknowledged by the parties that both City and County are governmental entities exempt from taxation.

J. Partnership/Joint Venture. Nothing herein shall in any way be construed or intended to create a partnership between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall 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 Section.

K. Assignment - Consent Required. The provisions of this Agreement shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Neither this Agreement nor any of the rights and obligations of either party hereunder shall be assigned or transferred in whole or in part without the prior written consent of the other party. Any such assignment or transfer shall not release the transferring party from its obligations hereunder.

L. Governing 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.

M. Venue. Any action between the parties arising from this Agreement shall be maintained exclusively in the courts of Williamson County, Tennessee.

N. **Severability.** In the event any term or provision of this contract shall be determined by a court of competent jurisdiction to be unenforceable, the remainder shall survive and the unenforceable provision shall be reformed to form an enforceable provision consistent with the intent of the parties as evidenced by this contract.

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

P. **Limitation on Liability.** Each party shall be responsible for its own actions conducted under this Agreement. Neither party shall be liable for claims against the other party unless liability is imposed under the Tennessee Governmental Tort Liability Act.

WILLIAMSON COUNTY:

Rogers Anderson, Williamson County Mayor

Attest: _____

Approved as to form and legality:

Williamson County Attorney

CITY OF FRANKLIN:

John Schroer, Franklin Mayor

Attest: _____

Approved as to form and legality:

City of Franklin Attorney

RESOLUTION No. 7-10-21
Requested by the Property Manager

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO
ENTER INTO AN EASEMENT WITH MR. JOHN KINNARD FOR AN
INGRESS/EGRESS ACCESS**

WHEREAS, Williamson County, ("County"), is a governmental entity that owns real property located on Bridge Street which it received from Wayne B. Glasgow, Jr. as referenced in Book 463, Page 434 of the Williamson County Register's Office; and

WHEREAS, when Williamson County received the property in 1983, the deed reserved a 12 foot ingress/egress easement; and

WHEREAS, the original easement has expired and Mr. John Kinnard, living at 217 4th Ave. North, Franklin, Tennessee, desires to extend the easement to permit him the continued use; and

WHEREAS, the Williamson County Board of Commissioners finds it in the interest of the citizens of Williamson County to authorize the Williamson County Mayor to execute an easement to provide Mr. John Kinnard an ingress/egress access:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 12th day of July, 2010, authorizes the Williamson County Mayor to execute all documents necessary to provide an ingress/egress access easement to Mr. John Kinnard on property located on Bridge Street as referenced in Book 463, Page 434 of the Williamson County Register's Office and which is more particularly described in Exhibit A.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Property Committee For 4 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

EXHIBIT A

Beginning at an iron pin in the West or back side of a concrete sidewalk located on the West side of Fourth Avenue North 274 feet North of Bridge Street Centerline, also being the Southeast corner of A.W. Alley Property of record in Book 97 Page 442 of record in the R.O.W.C., Tenn.1; thence with the back of said sidewalk S 34 30 00 E 12.00 feet to the south side of said easement; thence cutting through lot one S 55 34 05 W 135.47 feet to a point in common line of aforesaid Lot 1 & 2; thence with said line N 34 41 49 W 12.00 feet to an iron pin a common corner to said lots and the Southwest corner of A.W. Alley property; thence with the common line to Alley and lot 1, N 55 24 05 E 135.51 feet to the point of beginning and containing approximately 1625.8 square feet.

Resolution No. 7-10-22
Requested by the Sheriff's Office

6/28/10
11:35 a.m.
JW

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO AN AGREEMENT WITH WILLIAMSON COUNTY HOSPITAL DISTRICT d/b/a WILLIAMSON MEDICAL CENTER FOR THE PROVISION OF HEALTHCARE SERVICES

WHEREAS, Williamson County ("County") is a Tennessee governmental entity that operates a jail to house inmates; and

WHEREAS, Williamson Medical Center ("WMC") has agreed to continue to provide healthcare services to inmates confined in the Williamson County jail; and

WHEREAS, the parties have agreed to enter into an agreement for the provision of healthcare services by WMC to inmates confined in the jail requiring healthcare services; and

WHEREAS, WMC has agreed to provide said services for the same discounted rate it provided the County this past fiscal year of 2009/2010;

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 Mayor to execute an agreement with WMC to define the rights, duties, powers, liabilities and responsibilities of each relating to the provision of healthcare services to inmates confined at the County jail.

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 12th day of July, 2010, hereby authorizes the Williamson County Mayor to execute an agreement with Williamson Medical Center to define the rights, duties, powers, liabilities and responsibilities of each relating to the provision of healthcare services to inmates confined at the County jail.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enforcement/Public Safety For _____ Against _____
Budget 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

 GRANT (GG-type cost reimbursement grant to a federal or Tennessee local or quasi-governmental entity)					
Agency Tracking # 34101-25910			Edison ID		
Grantee (legal entity name) WILLIAMSON COUNTY			Grantee Federal Employer Identification # <input checked="" type="checkbox"/> C- 626000916		
Service EMERGENCY MANAGEMENT PERFORMANCE GRANT FEDERAL FISCAL YEAR 2010					
Grant Begin Date 10/1/09		Grant End Date 9/30/10		Subrecipient or Vendor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Vendor	
				CFDA #(s) 97.042	
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2010		45,000.00			45,000.00
TOTAL:		45,000.00			45,000.00
American Recovery and Reinvestment Act (ARRA) Funding – <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
OCR USE GG			Agency Contact & Telephone # MARSHA CORNISH, NATIONAL GUARD ARMORY, 615-741-3018		
			Agency Budget Officer Approval (there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred)		
			Speed Code N/A	Account Code 71301000	

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

This Grant Contract, by and between the State of Tennessee, Department of Military, Tennessee Emergency Management Agency, hereinafter referred to as the "State" and Williamson County, hereinafter referred to as the "Grantee," is for the provision of pass-through funding to subsidize emergency management, as further defined in the "SCOPE OF SERVICES."

Grantee Federal Employer Identification Number: 626000916

A. SCOPE OF SERVICES:

- A.1. The Grantee shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Grant Contract.
- A.2. Each Grant will be in accordance with items outlined in Tennessee Code Annotated (TCA) 58-2-110; et al., the Program Worksheet (PW) as approved by the appropriate Regional Director (RD) of the Tennessee Emergency Management Agency (TEMA) and in coordination with the Department of Homeland Security, Office of Domestic Preparedness, Federal Emergency Management Agency (FEMA) and the local Emergency Management Agency (EMA).
- A.3. Each Grant will incorporate the PW as a part of Attachment 2.
- A.4. Incorporation of Additional Documents. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance under this Grant Contract, the following documents, incorporated by reference or attachment, shall govern in order of precedence as detailed below.
- a. this Grant Contract and all of its attachments and exhibits, excluding the documents listed at b. and c., below;
 - b. the associated grant proposal solicitation, if any, along with any associated amendments; and
 - c. the Grantee's proposal attachment 2 incorporated hereto as additional description of the scope of services requirements.

B. GRANT CONTRACT TERM:

This Grant Contract shall be effective for the period commencing on October 1, 2009 and ending on September 30, 2010. The State shall have no obligation for services rendered by the Grantee which are not performed within the specified period.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed forty-five thousand and 00/100 (\$ 45,000.00). The Grant Budget, attached and incorporated herein as a part of this Grant Contract as Attachment 1, shall constitute the maximum amount due the Grantee for the service and all of the Grantee's obligations hereunder. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

- C.2. Compensation Firm. The maximum liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be compensated for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability established in Section C.1. Upon progress toward the completion of the work, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, to:

Tennessee Emergency Management Agency
 EMPG Program
 3041 Sidco Drive
 Nashville, TN 37204

- a. Each invoice shall clearly and accurately (all calculations must be extended and totaled correctly) detail the following required information.
- (1) Invoice/Reference Number (assigned by the Grantee);
 - (2) Invoice Date;
 - (3) Invoice Period (period to which the reimbursement request is applicable);
 - (4) Grant Contract Number (assigned by the State to this Grant Contract);
 - (5) Account Name: Department of Military, Tennessee Emergency Management Agency;
 - (6) Account/Grantor Number (uniquely assigned by the Grantee to the above-referenced Account Name);
 - (7) Grantee Name;
 - (8) Grantee Federal Employer Identification Number or Social Security Number (as referenced in this Grant Contract);
 - (9) Grantee Remittance Address;
 - (10) Grantee Contact (name, phone, and/or fax for the individual to contact with invoice questions);
 - (11) Complete Itemization of Reimbursement Requested for the Invoice Period, which shall detail, at minimum, the following:
 - i. Reimbursement Amount Requested by Grant Budget Line-Item for the invoice period (including any travel expenditure reimbursement requested in accordance with and attaching to the invoice appropriate documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations");
 - ii. Amount Reimbursed by Grant Budget Line-Item to Date;
 - iii. Total Amount Reimbursed under the Grant Contract to Date; and
 - iv. Total Reimbursement Amount Requested (all line-items) for the invoice period.
- b. The Grantee understands and agrees that an invoice to the State under this Grant Contract shall:

- (1) include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described in Grant Contract Section A subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements; and
 - (2) not include any reimbursement requests for future expenditures.
- c. The Grantee agrees that timeframe for reimbursement begins when the State is in receipt of each invoice meeting the minimum requirements above.
 - d. The Grantee shall complete and sign a "Substitute W-9 Form" provided to the Grantee by the State. The taxpayer identification number contained in the Substitute W-9 submitted to the State shall agree to the Federal Employer Identification Number or Social Security Number referenced in this Grant Contract for the Grantee. The Grantee shall not invoice the State under this Grant Contract until the State has received this completed form.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not result in funding for a line-item that was previously funded at zero dollars (\$0.00) and do not increase the total Grant amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any such approval shall be superseded by a subsequent revision of the Grant Budget by contract amendment, and any increase in the total Grant amount shall require a contract amendment.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit a final invoice and grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the Section C, Payment Terms and Conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the state after the final invoice and grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the final invoice to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the grant period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect cost, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency and the State. The Grantee will be reimbursed for indirect cost in accordance with the approved indirect cost rate to amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the grant period. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency and the State. If the indirect cost rate is provisional during the term of this agreement, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Grant Contract period.
- C.10. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs invoiced therein.
- C.11. Unallowable Costs. The Grantee's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, not to constitute allowable costs.
- C.12. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Grantee under this or any Contract between the Grantee and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Grantee.
- C.13. Automatic Deposits. The Grantee shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Grantee by the State. Once this form has been completed and submitted to the State by the Grantee all payments to the Grantee, under this or any other contract the Grantee has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Grantee shall not invoice the State for services until the Grantee has completed this form and submitted it to the State.
- D. STANDARD TERMS AND CONDITIONS:**
- D.1. Required Approvals. The State is not bound by this Grant Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service which has not been rendered. The final decision as to the amount, for which the State is liable, shall be determined by the State. Should the State exercise this provision, the Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a

minimum, sections of this Grant Contract below pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall be the prime contractor and shall be responsible for all work performed.

- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

- D.8. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. Public Accountability. If the Grantee is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4 or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Grantee shall display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER

TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454

- D.10. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with the Department of Military, Tennessee Emergency Management Agency." Any such notices by the Grantee shall be approved by the State.
- D.11. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.12. Records. The Grantee (and any approved subcontractor) shall maintain documentation for all charges under this Contract. The books, records, and documents of the Grantee (and any approved subcontractor), insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the state agency, the Comptroller of the Treasury, or their duly appointed representatives. The records of not-for-profit entities shall be maintained in accordance with the *Accounting Manual for the Recipients of Grant Funds in the State of Tennessee*, published by the Tennessee Comptroller of the Treasury (available at <http://comptroller.state.tn.us/ma/nonprofit/nonprofit1.pdf>). The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.13. Prevailing Wage Rates. All grants and contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*.
- D.14. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.15. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.16. Annual Report and Audit. The Grantee shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Grant Contract to the commissioner or head of the Granting agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Grantee that receives five hundred thousand dollars (\$500,000) or more in aggregate federal and state funding for all its programs shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Grantee may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the *Audit Manual for Governmental Units and Recipients of Grant Funds* published by the Tennessee Comptroller of the Treasury. The Grantee shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Grantee shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the State Granting Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

- D.17. Procurement. If the other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method was not practical, said documentation shall include a written justification for such decision and non-competitive procurement. Further, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Grantee's compliance with applicable federal procurement requirements.

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

- D.18. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.19. Independent Contractor. The parties hereto, in the performance of this Grant Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Grantee, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

- D.20. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.21. Force Majeure. The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.22. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.
- D.23. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.24. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions

of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.25. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.26. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, these special terms and conditions shall control.

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Gary Ellis, Director
East TN Region
803 N. Concord St.
Knoxville, TN 37919
gellis@tnema.org
Phone #: (865) 594-5653
FAX #: (865) 594-5668

Kelly Zadakaus, Director
Middle TN Region
3041 Sidco Drive
Nashville, TN 37204
kzadakaus@tnema.org
Phone #: (615) 741-7342
FAX #: (615) 741-0498

Jane Waldrop, Director
West TN Region
1510 R. E. Bailey Bypass
Jackson, TN 38302
jwaldrop@tnema.org
Phone #: (731) 422-3300
FAX #: (731) 423-6621

The Grantee:

The Honorable Rogers Anderson, County Mayor
Williamson County
1320 West Main Street, Suite 100
Franklin, TN 37064
Email: rogersa@williamson-tn.org
Telephone #: (615) 790-5700
FAX #: (615) 790-5818

Point of Contact:

Mike Thompson, Director
Williamson County EMA
1320 West Main Street, Suite B-30
Franklin, TN 37064
Email: miket@williamson-tn.org
Telephone #: (615) 790-5752
FAX #: (615) 790-5490

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

- E.3. Subject to Funds Availability. The Grant Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Grant Contract upon written notice to the Grantee. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Voluntary Buyout Program. The Grantee acknowledges and understands that, for a period of two years beginning August 16, 2008, restrictions are imposed on former state employees who received a State of Tennessee Voluntary Buyout Program (VBP) severance payment with regard to contracts with state agencies that participated in the VBP.
- a. The State will not contract with either a former state employee who received a VBP severance payment or an entity in which a former state employee who received a VBP severance payment or the spouse of such an individual holds a controlling financial interest.
 - b. The State may contract with an entity with which a former state employee who received a VBP severance payment is an employee or an independent contractor. Notwithstanding the foregoing, the Grantee understands and agrees that there may be unique business circumstances under which a return to work by a former state employee who received a VBP severance payment as an employee or an independent contractor of a State grantee would not be appropriate, and in such cases the State may refuse Grantee personnel. Inasmuch, it shall be the responsibility of the State to review Grantee personnel to identify any such issues.
 - c. With reference to either subsection a. or b. above, a grantee may submit a written request for a waiver of the VBP restrictions regarding a former state employee and a contract with a state agency that participated in the VBP. Any such request must be submitted to the State in the form of the *VBP Contracting Restriction Waiver Request* format available from the State and the Internet at: www.state.tn.us/finance/rds/ocr/waiver.html. The determination on such a request shall be at the sole discretion of the head of the state agency that is a Party to this Grant Contract, the Commissioner of Finance and Administration, and the Commissioner of Human Resources.
- E. 5. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- E.6. State Interest in Equipment. The Grantee shall take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. "Equipment" shall be defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

As authorized by the provisions of the terms of the Tennessee Uniform Commercial Code — Secured Transaction, found at Title 47, Chapter 9 of the *Tennessee Code Annotated*, and the provisions of the Tennessee Motor Vehicle Title and Registration Law, found at Title 55, Chapter

1 of the *Tennessee Code Annotated*, an intent of this Grant document and the parties hereto is to create and acknowledge a security interest in favor of the State in the equipment and/or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant document. A further intent of this Grant document is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grants between the State and the Grantee.

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

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

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

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

The Grantee shall submit its inventory control report of all equipment purchased with funding through this grant within forty-five (45) days of the Grant Contract end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment loss describing reason(s) for the loss. Should the equipment be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the

residual value at the time of loss based upon the State's original contribution to the purchase price.

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

- E.7. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Grantee to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Grantee's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Grantee of this Grant Contract; previously possessed by the Grantee without written obligations to the State to protect it; acquired by the Grantee without written restrictions against disclosure from a third party which, to the Grantee's knowledge, is free to disclose the information; independently developed by the Grantee without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Grantee to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Grant Contract.

- E.8. Work Papers Subject to Review. The Grantee shall make all audit, accounting, or financial analysis work papers, notes, and other documents available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant Contract.
- E.9. Certification Regarding Drug-Free Workplace Requirements. This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 44 CFR Part 17, Subpart F. The regulations, published in the January 31, 1989 Federal Register, require certification by grantees, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment, (See 44 CFR Part 13, Subpart C 13.300 and Subpart D 13.400).

The grantee certifies that it will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;

- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (E.9.a.);
 - d. Notifying the employee in the statement required by paragraph (E.9.a.) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - e. Notifying the agency within ten days after receiving notice under subparagraph [E.9.d.(2)], from an employee or otherwise receiving actual notice of such conviction;
 - f. Taking one of the following actions, within 30 days of receiving notice under subparagraph [E.9.d.(2)], with respect to any employee who is convicted.
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (E.9.a.), (E.9.b.), (E.9.c.), (E.9.d.), (E.9.e.), (E.9.f.), and (E.9.g.).
- E.10. Compliance With Title VI of the Civil Rights Act of 1964. The Grantee agrees to comply with the provisions contained in Title VI of the 1964 Civil Rights Act (42 U.S.C. 2000d), and any federal regulations specific to the funding of this grant. The Grantee further agrees to complete and return a self-compliance report as provided by the Grantor.
- E.11. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.12. Compliance With National Incident Management System (NIMS). The Grantee will be in compliance with NIMS Standards established by the U.S. Department of Homeland Security and the Federal Emergency Management Agency authorized by Homeland Security Presidential Directive 08 (HSPD-08). The Grantee agrees that it has met NIMS compliance standards. The Grantee further agrees to complete within the announced suspense date the National Incident Management System Compliance Assistance Support Tool (NIMSCAST) report or provide any Correction Action Plan report for items not meeting compliance. The report and any suspense dates are provided by NIMSCAST at <http://www.fema.gov/nimscast/index.jsp>. The compliance items are in the Resources box under Metrics/Legacy Assessment (pdf). The Grantee will use the current year and the NIMS Implementation Matrix for Tribal and Local Jurisdictions.

IN WITNESS WHEREOF,
WILLIAMSON COUNTY:

GRANTEE SIGNATURE

DATE

ROGERS ANDERSON, COUNTY MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY:

TERRY M. HASTON, MAJOR GENERAL, THE ADJUTANT GENERAL

DATE

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

Signature

Date

Reviewed by Dept of Military Civil Rights Title VI Officer

ATTACHMENT 1

GRANT BUDGET

(BUDGET PAGE 1)

EMERGENCY MANAGEMENT PERFORMANCE GRANT 2010 FOR WILLIAMSON COUNTY				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning 10/1/09, and ending 09/30/10.				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1 & 2	Salaries and Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee/ Grant & Award ²	45,000.00	45,000.00	90,000.00
5, 6, 7, 8, 9, 10, 11 & 12	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications, and Travel/ Conferences & Meetings	0.00	0.00	0.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	45,000.00	45,000.00	90,000.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <http://www.state.tn.us/finance/sct/documents/policy3.pdf>).

² Applicable detail attached if line-item is funded.

ATTACHMENT 1 (continued)
GRANT BUDGET LINE-ITEM DETAIL
(BUDGET PAGE 2)

PROFESSIONAL FEE/ GRANT & AWARD	AMOUNT
FUNDING OF TRAINING, EXERCISES, PLANNING, MANAGEMENT & ADMINISTRATION AND EQUIPMENT PURCHASES ALLOWABLE UNDER THE FFY 2010 EMERGENCY MANAGMENT PERFORMANCE GRANT (EMPG) PROGRAM	45,000.00
TOTAL	45,000.00

2010 Program Worksheet Williamson County

<i>Task/Program Elements</i>	<i>Projected Quarter Completion</i>
EMAP STANDARD 3.1 – Program Administration, Plans & Evaluation	
<ul style="list-style-type: none"> • Develop and/or review strategic administrative plan. • Annual <i>Program Worksheet</i> is developed and signed by County Emergency Management Director. 	4 th quarter 4 th quarter
EMAP STANDARD 3.2 – Program Coordinator	
<ul style="list-style-type: none"> • Current letter of appointment is on file with TEMA. • Director or designee will attend regional directors' meetings 	annual on occurrence
EMAP STANDARD 3.3 - Advisory Committee	
•	
EMAP STANDARD 4.1 - Administration and Finance	
<ul style="list-style-type: none"> • Submit <i>Staffing Pattern</i> and <i>Salary and Benefits</i> form to the regional office with a letter from County Mayor requesting funding for the next FFY by 30 June. 	4 th quarter
<ul style="list-style-type: none"> • Insure all files relating to emergency management funding and activities are current and open for review. 	4 th quarter
<ul style="list-style-type: none"> • Submit <i>Quarterly Activity Reports</i> by the 15th day of each new federal fiscal quarter to the Regional Office. 	quarterly
<ul style="list-style-type: none"> • Submit quarterly <i>Funding Certification</i> with supporting documentation by the 15th day of each new federal fiscal quarter to the Regional Office. 	quarterly
EMAP STANDARD 4.2 – Laws and Authorities	
<ul style="list-style-type: none"> • Review the Local Ordinance/Executive Order that established the Local EMA Office and up-date the document as needed to remain in compliance with the <i>TCA, Title 58-Chapter 2, Part 1</i> (Disasters, Emergencies and Civil Defense.) 	1 st quarter
EMAP STANDARD 4.3 – Hazard Identification & Risk Assessment	
•	
EMAP STANDARD 4.4 – Hazard Mitigation	
<ul style="list-style-type: none"> • Review and update <i>Hazard Mitigation Plan</i>. • Hold Hazard Mitigation Planning Team meeting 	3 rd quarter quarterly
EMAP STANDARD 4.5 – Prevention and Security	
<ul style="list-style-type: none"> ▪ Be an active member of the Homeland Security Nashville UASI Task Force; attend meetings and insure the county is meeting district goals and objectives. 	on occurrence
EMAP STANDARD 4.6 – Planning	
<ul style="list-style-type: none"> • Update <i>BEOP</i> according to published up-date schedule. • Public Safety Committee meetings for Williamson County Fair • emergency planning meeting with schools 	4 th quarter monthly on occurrence

2010 Program Worksheet Williamson County

EMAP STANDARD 4.7 – Incident Management	
<ul style="list-style-type: none"> • Report all incidents and missions to the SEOC and/or regional office in a timely manner. • Note mission and incident activities in the quarterly report. 	on occurrence
	quarterly
EMAP STANDARD 4.8 – Resource Management and Logistics	
<ul style="list-style-type: none"> • operational checks of mobile/portable generators 	weekly
EMAP STANDARD 4.9 – Mutual Aid	
•	
EMAP STANDARD 4.10 – Communications and Warning	
<ul style="list-style-type: none"> • Test local communications and warning systems on a regular basis. 	monthly
<ul style="list-style-type: none"> • Establish connectivity with <i>Tennessee Early Warning Advisory System (TEWAS)</i> to the 24-hour warning point and check monthly. 	monthly
<ul style="list-style-type: none"> • Update key elected & appointed officials contact list using state provided format on a quarterly basis. 	quarterly
EMAP STANDARD 4.11 – Operations and Procedures	
<ul style="list-style-type: none"> • Ensure operational checks are performed on all assigned radiological detection equipment. 	quarterly
EMAP STANDARD 4.12 – Facilities	
<ul style="list-style-type: none"> • The program has a primary and alternate facility capable of coordinating and supporting sustained response and recovery operations. 	ongoing
<ul style="list-style-type: none"> • operational checks of fixed generators 	bi-weekly
EMAP STANDARD 4.13 – Training	
<ul style="list-style-type: none"> • Maintain records on NIMS requirements and encourage all agencies to meet the training objectives. 	on-going
<ul style="list-style-type: none"> • Demonstrate a good faith effort in coordinating and conducting required NIMS training for personnel in accordance with NIMS recommendations: <i>Independent Study (IS) 100, 200, 700, 800 and ICS-300 and 400.</i> 	on-going
<ul style="list-style-type: none"> • Coordinate and conduct specialty, hazardous materials and general emergency management training for the jurisdiction's response personnel. 	on occurrence
<ul style="list-style-type: none"> • Emergency Management Director and paid staff receiving EMPG funding will complete the following <i>Independent Study Professional Development Series</i> courses. <i>IS-139 Exercise Design</i> <i>IS-230 Principles of Emergency Management</i> <i>IS-235 Emergency Planning</i> <i>IS-240 Leadership & Influence</i> <i>IS-241 Decision Making and Problem Solving</i> <i>IS-242 Effective Communication</i> <i>IS-244 Developing Volunteer Resources.</i> 	completed

2010 Program Worksheet Williamson County

EMAP STANDARD 4.14 – Exercises, Evaluations and Corrective Actions	
<ul style="list-style-type: none"> Develop, schedule and conduct one exercise utilizing any of the following scenarios: natural disaster, hazardous materials or Homeland Security, to test individual essential elements, interrelated elements, or the entire BEOP. This will include the evaluation and any corrective actions necessary. TEMA's <i>Exercise Report Form</i> will be used for exercise reporting. (An actual occurrence may be substituted for an exercise, if the EOC is activated and the incident is identified in county's three-year exercise plan.) 	<p>1st quarter</p> <p>on occurrence</p>
EMAP STANDARD 4.15 – Crisis Communications, Public Education and Information	
<ul style="list-style-type: none"> Provide public education, information programs and presentations that provide education and information through the whole cycle of emergency management: preparedness, response, Recovery and mitigation. 	on-going

Mike Thompson
Print Local Director


Signature

11/5/09
Date

Brant Motse
Print Area Coordinator


Signature

11/5/2009
Date

KELLYA ZADAKAUS
Print Regional Director


Signature

11-16-09
Date Approved

Resolution No. 7-10-24
Requested by: City of Franklin

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE CITY OF FRANKLIN REGARDING ENFORCEMENT OF MUNICIPAL ORDINANCE VIOLATIONS

WHEREAS, both Williamson County, ("County"), and the City of Franklin, ("City"), are governmental entities of the State of Tennessee and as such, are authorized to enter into an interlocal agreement pursuant to *Tennessee Code Annotated, Section 12-9-104*;

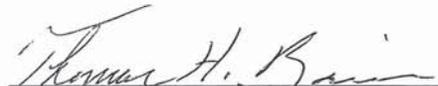
WHEREAS, the City operates a City Court which hears cases that fall within both the City's and the County's jurisdiction;

WHEREAS, Tenn. Code Ann. Section 12-9-104(a) provides for agreements by the governing bodies of counties and municipalities for enforcement of municipal ordinance violations in accordance with Tenn. Code Ann. Sections 8-8-201(34) and 16-15-501;

WHEREAS, City and County desire to memorialize the authority of the General Sessions Court to try and dispose of violations of municipal ordinances;

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 Mayor to execute the attached Interlocal Agreement regarding enforcement of municipal ordinance violations.

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 12th day of July, 2010, pursuant to Tenn. Code Ann. Section 12-9-104(a), hereby authorizes the Williamson County Mayor to execute the attached Interlocal Agreement and all other documents with the City of Franklin to define the obligations and responsibilities of the parties for the enforcement of the City's Municipal Ordinance by the Williamson County General Sessions Court when the violation falls within both jurisdictions.


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enforcement Committee For _____ Against _____
Budget 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

INTERLOCAL AGREEMENT

This Agreement is made and entered into this ____ day of _____, 2010, by and between the City of Franklin, Tennessee, ("City"), and the County of Williamson, Tennessee, ("County").

WITNESSETH

WHEREAS, Tenn. Code Ann. Section 12-9-104(a) provides for agreements by the governing bodies of counties and municipalities for enforcement of municipal ordinance violations in accordance with Tenn. Code Ann. Sections 8-8-201(34) and 16-15-501; and

WHEREAS, City and County desire to memorialize the authority of the General Sessions Court to try and dispose of violations of municipal ordinances.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, City and County agree as follows:

I. Purpose of Agreement.

The purpose of this Agreement is to define the obligations, duties, and financial responsibilities of the parties concerning the provision for the enforcement of Franklin's Municipal Ordinance, ("City Ordinance"), according to the provisions of §§ 8-8-201(34) and 16-15-501.

II. Authority.

This Agreement is made and entered into pursuant to the authority granted by the parties under the *Interlocal Cooperation Act, Tennessee Code Annotated*, Tenn. Code Ann. Sections 12-9-101, et seq., and Tenn. Code Ann. Section 8-8-201(34)(2010) (jointly referred to as "Acts"). The parties agree that all approvals and filings required by the terms of the Acts shall be achieved as soon as possible and prior to the execution of this Agreement.

III. Costs.

- A. The Judges of Courts of General Sessions shall direct the Clerk of the General Sessions Court that all fines collected for the enforcement of the City Ordinance shall be paid over to the City.
- B. All court costs collected in the enforcement of the City Ordinance shall be maintained by the Clerk and accounted for to cover the cost of enforcement.
- C. If the Court costs collected by the Clerk are inadequate to cover the cost of enforcement of the City Ordinance, the City shall reimburse the County for the difference in the cost of enforcement and the amount collected.

IV. Obligations and Duties.

- A. The General Sessions Court of Williamson County shall have jurisdiction to try and dispose of violations for the enforcement of the Franklin Municipal Code.
- B. The City shall provide the General Session's Court, through its Clerk, a certified copy of the complete City Ordinance that is to be enforced pursuant to this Agreement.
- C. The General Sessions Court shall accept those cases in which it determines are subject to

both the County and City jurisdiction. The Judges of the General Sessions Court shall determine whether jurisdiction of a particular violation falls within both the jurisdiction of the City and the County.

D. The parties agree to cooperate fully for the successful administration of the duties and obligations required to accomplish the purposes of this Agreement.

V. General Terms.

A. The term of this Agreement shall begin on the date it is signed by the parties and terminate on the date that all parties have fulfilled all of their obligations contained herein. The Agreement may be extended by written agreement of the parties to the maximum term as permissible by Tennessee Law.

B. This Agreement may be terminated by either party upon not less than 30 days' prior written notice to the other party.

C. This Agreement, and any exhibits included herewith at the time of execution of this Agreement, contains the entire agreement between the parties, and no statement, promises, or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid or binding. This Agreement may be modified only by written amendment executed by both parties and their signatories hereto.

D. No waiver by a party 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 a party 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.

E. In the event any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be unenforceable, the remainder shall survive and the unenforceable provision shall be reformed to form an enforceable provision consistent with the intent of the parties as evidenced by this Agreement.

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

G. Each party shall be responsible for its own actions conducted under this Agreement. Neither party shall be liable for claims against the other party unless liability is imposed under the Tennessee Governmental Tort Liability Act.

WILLIAMSON COUNTY:

CITY OF FRANKLIN:

Rogers Anderson,
Williamson County Mayor

John Schroer
City of Franklin Mayor

Attest: _____

Attest: _____

Approved as to form and legality:

Approved as to form and legality:

Williamson County Attorney

City of Franklin Attorney

LATE FILED RESOLUTION NO. 7-10- 25
Requested by: Emergency Management Director

**RESOLUTION APPROPRIATING AND AMENDING THE 2010-11 EMERGENCY
MANAGEMENT BUDGET BY \$5,000.00 FOR ANNUAL OPERATING EXPENSES -
REVENUES TO COME FROM FEDERAL GRANT FUNDING THROUGH THE
STATE OF TENNESSEE**

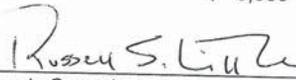
- WHEREAS,** the Williamson County Emergency Management Agency is responsible for ensuring a coordinated response to emergencies and disasters in Williamson County; and
- WHEREAS,** the Federal Emergency Management Agency provides annual funding to help subsidize the Williamson County Emergency management agency through the Emergency Management Performance Grant Program; and,
- WHEREAS,** the funding for the 2010-11 budget is \$5,000 above what has been budgeted in the 2010-11 budget and the additional funding needs to be appropriated for expenditure;
- NOW, THEREFORE, BE IT RESOLVED,** that the 2010-11 Emergency Management budget be amended, as follows:

EXPENDITURES

Communication (101.54420.307)	\$ 1,000
Dues & Memberships (101.54420.320)	100
Maintenance Agreements (101.54420.334)	1,000
Maintenance & Repairs-Office Equipment (101.54420.337)	1,500
Maintenance & Repairs-Vehicles	1,000
Office Supplies (101.54420.435)	400
	<u>\$ 5,000</u>

REVENUES

Grant Funds-State of TN-FEMA (101.46980.008)	\$ 5,000
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County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

1) Law Enforcement and Public Safety For _____ Against _____
2) Budget For _____ Against _____

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

Elaine Anderson, County Clerk

Houston Naron, Jr., - Commission Chairman

Rogers Anderson, County Mayor

Date