

FILED 5/14/24  
ENTERED 8:00 a.m.  
JEFF WHIDBY, COUNTY CLERK JW

Resolution No. 6-24-1

Formerly  
Resolution No. 5-24-38  
Requested by: County Mayor's Office

FILED 4/29/24  
ENTERED 11:50 a.m.  
JEFF WHIDBY, COUNTY CLERK JW

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO A SERVICE AGREEMENT WITH WILLIAMSON, INC. d/b/a WILLIAMSON COUNTY CHAMBER OF COMMERCE AND ECONOMIC DEVELOPMENT FOR CONTINUED OPERATION OF THE WILLIAMSON COUNTY OFFICE OF ECONOMIC DEVELOPMENT**

- WHEREAS,** Williamson County has a Williamson County Office of Economic Development created by resolution of the Board of Commissioners which is responsible for recruiting new businesses, retaining current businesses, creating jobs, and expanding the tax base; and
- WHEREAS,** Williamson, Inc. d/b/a Williamson County Chamber of Commerce and Economic Development ("Chamber") were formed with the purpose of combining the resources of the Williamson County-Franklin Chamber, the Brentwood Cool Springs Chamber, and the Cool Springs Chamber to assist local businesses to prosper and grow; and
- WHEREAS,** both the Williamson County Office of Economic Development and the Chamber are inherently economic development organizations with similar missions to create a business friendly environment that allows businesses to thrive; and
- WHEREAS,** the parties previously agreed to a public/private joint venture that would transfer the Williamson County Office of Economic Development to the Chamber to provide it more flexibility in recruiting new businesses and to expand business opportunities to existing businesses; and
- WHEREAS,** this joint venture has been successful in combining resources while permitting Williamson County to continue to meet its obligations under Tennessee law concerning economic development; and
- WHEREAS,** the Williamson County Board of Commissioners has determined that it is in the interest of the citizens of Williamson County to authorize the Williamson County Mayor to execute the attached service agreement and all other documents relating to the agreement for the operation of the Williamson County Office of Economic Development.

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session, this the 13<sup>th</sup> day of May, 2024, hereby authorizes the Williamson County Mayor to execute the attached service agreement and all other documents with Williamson, Inc. d/b/a Williamson County Chamber of Commerce and Economic Development to define the rights, obligations, and final responsibilities of the parties in the operation of the Williamson County Office of Economic Development.

  
\_\_\_\_\_  
Commissioner Chas Morton

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Budget Committee	For <u>4</u>	Against <u>0</u>		
Commission Action Taken	For <u>21*</u>	Against <u>2</u>	Pass _____	Out _____

\_\_\_\_\_  
Jeff Whidby, County Clerk

\_\_\_\_\_  
Brian Beathard, Commission Chairman

\_\_\_\_\_  
Rogers C. Anderson, Williamson County Mayor

\*Defer until June 10, 2024, meeting \_\_\_\_\_  
Date

**SERVICE AGREEMENT BETWEEN WILLIAMSON COUNTY, TENNESSEE AND WILLIAMSON, INC. d/b/a WILLIAMSON COUNTY CHAMBER OF COMMERCE AND ECONOMIC DEVELOPMENT**

**THIS SERVICE AGREEMENT** ("Agreement") is entered into by and between WILLIAMSON COUNTY, TENNESSEE ("County"), a political subdivision of the State of Tennessee located at 1320 West Main Street, Franklin, Tennessee 37064, and WILLIAMSON, INC. d/b/a WILLIAMSON COUNTY CHAMBER OF COMMERCE AND ECONOMIC DEVELOPMENT ("Chamber"), a nonprofit public benefit corporation located at 5005 Meridian Boulevard, Ste 150, Franklin, Tennessee 37067.

**WITNESSETH**

**WHEREAS**, County currently has a Williamson County Office of Economic Development which is responsible for recruiting new businesses, retaining current businesses, creating jobs, and expanding the tax base; and

**WHEREAS**, Williamson, Inc. d/b/a Williamson County Chamber of Commerce and Economic Development was formed with the purpose of combining the resources of the Williamson County-Franklin Chamber, the Brentwood Cool Springs Chamber, and the Cool Springs Chamber to assist local businesses to prosper and grow; and

**WHEREAS**, both the Williamson County Office of Economic Development and the Chamber are inherently economic development organizations with similar missions to create an environment that allows companies to thrive; and

**WHEREAS**, the parties previously agreed to a public/private joint venture that would transfer the Williamson County Office of Economic Development to the Chamber to provide it more flexibility in recruiting new businesses and to expand business opportunities to existing businesses; and

**WHEREAS**, the joint venture has been successful in combining resources while permitting County to continue to meet its obligations under Tennessee law concerning economic development and therefore the parties desire to continue the arrangement:

**NOW, THEREFORE**, and in consideration for the mutual promises and covenants stated herein, the parties agree as follows:

**ARTICLE I.  
PURPOSE**

The purpose of this Agreement is to set forth the responsibilities of each party for the continued operation of the Williamson County Office of Economic Development ("Office of Economic Development"), operations by the Chamber in accordance with applicable law, and for the establishment of benchmark goals in the area of economic development. The purpose of economic and community development is to foster communication concerning economic and community development between governmental entities, industry, and private citizens.

The point of contact for County shall be the Williamson County Mayor and for the Chamber, the Chief Executive Office or their duly appointed representatives.

**ARTICLE II.  
SERVICES PROVIDED BY CHAMBER**

- A. The Chamber agrees to focus on key strategies and tactics in the area of education and workforce development, entrepreneurship and technology, global marketing, business retention and expansion, and public policy, as well as other related areas, and maintain adequate staff to achieve the goals, obligations, and responsibilities contained herein.
- B. The Chamber agrees to actively pursue new businesses, as well as expansion of existing businesses, by advertising, use of social media, target trade shows geared toward the recruitment of new businesses, the use of editorial articles, and any other activity that promotes Williamson County.
- C. The Chamber shall meet the following annual (January-December each year) benchmark goals:
1. Project management of at least 25 relocation and expansion projects in Williamson County within the fiscal year, with 75% in targeted sectors (as defined by the Williamson County Economic Development Strategic Plan) and a minimum job creation equaling or exceeding 25% above the national county average as provided by the Bureau of Labor statistics.
  2. Target the top 100 professional site location consultants and target industry prospects in a continual ongoing outreach program.
  3. Participate in at least three business recruitment missions to out-of-market cities for face-to-face meetings with corporate decision makers and one inbound marketing event to showcase County to site consultants and corporate executives.
  4. Provide an annual report to the Williamson County Board of Commissioners on or before February 1<sup>st</sup> of each year, including data that evaluates whether the Chamber has met its benchmark goals and the effectiveness of the Chamber's economic development services in the County, as well as any other data requested by County.
- D. Collect and maintain data on the economic condition of the County and provide the data to County upon request and continue to provide the same economic development services that the Office of Economic Development provided prior to the transfer of operations.

**ARTICLE III.  
COMPLIANCE WITH STATUTORY REQUIREMENTS**

- A. Chamber agrees to ensure the Office of Economic Development and the Williamson County Economic Development Board fully complies at all times with the requirements contained in *Tennessee Code Annotated, Section 6-58-114* as may be amended from time to time including, but not limited to, the following:
1. Continuation of the Williamson County Economic Development Board ("Economic Development Board"), which shall continue to be comprised of representatives of county and city governments, private citizens, and present industries and businesses as more particularly described in the Economic Development Board's bylaws, but at a minimum shall include the county mayor and the city mayor or city manager, if appropriate, of each city lying within the county and one person who owns land qualifying for classification and valuation under the Agricultural, Forest and Open Space Act of 1976, codified in title 67, chapter 5, part 10;
  2. Ensure the Economic Development Board executive committee and the full Board meets a minimum of four times annually with the executive committee meeting at least once each calendar quarter;
  3. Ensure minutes of all Economic Development Board and executive committee meetings are kept;
  4. Apply for or assist County in applying for state and federal grants; and
  5. Ensure the level of compliance is maintained that is required for County to qualify for any state and federal grants.

B. Chamber shall ensure that the Office of Economic Development and the Economic Development Board fulfills all requirements contained in Public Chapter 1101 as may be amended from time to time, as well as any programs created to provide incentives to county governments concerning obtaining grants or certifications.

**ARTICLE IV.  
PAYMENT TERMS, CONDITIONS AND RESTRICTIONS**

A. In consideration of providing the above referenced operations and achieving the benchmark goals as further described herein, County shall pay to the Chamber funds equal to the amount the County's legislative body appropriates in its annual budget. In no event will County's liability exceed \$400,000.00. The funds will be budgeted by the Williamson County Board of Commissioners through its normal budgeting process. Said funds shall be reimbursed upon submittal of receipts on a quarterly basis.

B. The Chamber shall use the funds only for those actual costs related to the operation of the Office of Economic Development and the provision of economic development services defined herein. The Chamber shall not use any of the budgeted funds for Chamber related expenses including, but not limited to, Chamber employee salaries and Chamber operating costs, which are not relative to economic development functions.

C. As a condition of funding prior to July 1 of each year, the Chamber shall provide a detailed accounting of the expended funds for the prior fiscal year, including supporting documentation. Should the annual report show that the Chamber expended funds in contradiction to this Agreement then the Chamber shall reimburse the County those funds upon receipt of written notice.

D. Should County determine, through audit or monitoring expenditures, that the Chamber expended funds for any unallowable purpose, County may reduce any future appropriations due to the Chamber in the amount of the unallowable expenditures or demand the amount of the unallowable expenditures be refunded to County.

**ARTICLE V.  
MONITORING AND RECORDKEEPING**

A. The Chamber shall maintain documentation for all charges against the money budgeted by County for the Office of Economic Development. The books, records, and documents of Chamber, insofar as they relate to the economic development services performed by the Chamber or money received from County under this Agreement, shall be maintained for a period of six (6) full years from the date the monies were budgeted by the Williamson County Board of Commissioners. The records shall be maintained in accordance with generally accepted accounting principles.

B. The books, records, and documents of the Chamber and Office of Economic Development insofar as they relate to the economic development services provided or money received from County are subject to audit at any reasonable time and upon reasonable notice by County or its duly authorized representatives. The Chamber shall provide access to County or its authorized representatives to its books, documents, papers, and records that are related to the operation of the Office of Economic Development and economic development services for the purpose of auditing, examination, excerpts, and transaction. The Chamber must provide the requested information and/or make the necessary modifications to the information presented to comply with all audit requirements as defined by County. The Chamber shall permit as many audits as County's representatives deem are necessary to establish and validate the Chamber's performance concerning the achievement of its benchmark goals and the expenditure of funds for the purposes provided herein.

C. Nothing herein shall be deemed to require the Chamber to divulge the names of any person, party, or entity or details of any communications or ongoing negotiations with any such person, party, or entity where the parties have executed a confidentiality agreement for the entire period of the confidentiality agreement.

D. The Chamber shall comply with all disclosure requirements under state or federal laws.

E. This rights of audit provided in this Article V shall survive the termination of this Agreement for the entire period the Chamber is required to maintain records and documentation as provided herein.

**ARTICLE VI.  
TERMINATION**

A. County shall have the right to terminate this Agreement for breach upon the provision of written notice to the Chamber should the Chamber fail to fulfill, in a timely and proper manner its material obligations under this Agreement. Upon termination for breach, the Chamber shall not expend any further budgeted funds and shall immediately refund all remaining budgeted funds along with a detailed accounting report and supporting documentation regarding all expenditures up to the termination date as well as all property owned by County.

B. County may terminate this Agreement for any or no reason by providing the Chamber notice no later than thirty (30) days from the date of expiration of the current term.

C. In the event the Williamson County Board of Commissioners fails to appropriate the funds or insufficient funds exist to provide the economic development services, then this Agreement shall automatically expire upon the expenditure of the funds. Nothing herein shall be interpreted to restrict County's right to audit the Chamber's books and accounts concerning the funds received or expended in the provision of economic development services.

D. This Agreement may be terminated at any time by mutual written agreement of the Chamber and County.

E. Upon termination of this Agreement, the operations of the Office of Economic Development and related documents or personal property shall revert back to County.

**ARTICLE VII.  
INDEPENDENT CONTRACTOR**

Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. The Chamber shall not hold itself out in a manner contrary to the terms of this Article VII. County shall not in any way become liable for any representation, act, or omission of the Chamber contrary to the terms of this Article VII.

**ARTICLE VIII.  
INSURANCE**

During the term of this Agreement, the Chamber shall maintain the following insurance:

General Liability - Must be on an Occurrence Form, Claims Made is Not Acceptable, and will include:

1. Per Occurrence limit of not less than \$ 1,000,000; and
2. General Aggregate will not be less than \$ 2,000,000.

A certificate of insurance, in a form satisfactory to County, evidencing said coverage and naming Williamson County, Tennessee Government as an additional insured, shall be provided to County prior to commencement of performance of this Agreement. Such policies shall name County as an additional insured and be non-cancelable except upon thirty (30) days' prior written notice to County. Throughout the term of this Agreement, the Chamber shall provide updated certificates of insurance upon expiration of the current certificate. All insurance provided by the Chamber in compliance with this Agreement shall be primary as to any other insurance or self-insurance programs afforded to or maintained by County.

**ARTICLE IX.  
NOTICES**

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

B. Receipt. Communications shall be deemed received, if by mail, on the earlier of receipt or the third calendar day after deposit in the mail with postage prepaid; if by courier, when delivered as evidenced by the courier's records; if by facsimile, upon confirmation of receipt by the sending telecopier; and if by electronic mail, when first available on the recipient's mail server. If received on a day other than a business day, or on a business day but after 4:30 p.m., recipient's local time, the communication will be deemed received at 9:00 a.m. the next business day.

C. Addresses.

1. **Notices to the County:** **Office of the County Mayor**  
1320 West Main Street, Suite 125  
Franklin, Tennessee 37064
2. **Notices to the Chamber:** **Williamson, Inc. d/b/a Williamson County Chamber of Commerce and Economic Development**  
c/o Matt Largen, CEO  
5005 Meridian Boulevard, Suite 150  
Franklin, Tennessee 37067

**ARTICLE X.  
TERM**

The term of this Agreement shall extend from July 1, 2024 and expire on June 30, 2025, unless terminated earlier as provided herein. This Agreement may be extended for additional terms of one (1) year each. The option to extend shall be exercised and at the discretion of the Williamson County Mayor. To be effective, any extension must be approved by the County's Attorney and the Department of Finance.

**ARTICLE XI.  
STANDARD TERMS AND CONDITIONS**

A. Required Approvals. County shall not be bound by this Agreement or any extension to the Agreement until it is approved by the Williamson County Board of Commissioners or the appropriate County official.

B. Taxes. County shall not be responsible for any taxes that are imposed on the Chamber. Furthermore, Chamber understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to County.

C. Indemnification and Hold Harmless. To the degree permissible by Tennessee law, Chamber shall indemnify and hold harmless County, its officers, agents and employees from: any damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of the Chamber, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of this Agreement; any damages, penalties, costs, and attorney fees arising from any failure of the Chamber, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws including, but not limited to, copyright laws, labor laws, and minimum wage laws; and any damages, penalties, costs and attorney fees arising from any action brought against County, its officers, agents or employees by any of Chamber's officers, employees and/or agents arising out of any injury incurred by such officer, employee and/or agent in the course of the performance of the services. County will not defend

or hold harmless in any fashion the Chamber from any claims, regardless of any language in any attachment or other document that the Chamber may provide.

D. Governing Law/Venue. The validity, construction, and effect of this Agreement and any and all extensions and/or modifications thereof shall be exclusively governed by and construed in accordance with the laws of the State of Tennessee. Any action between the parties arising from this Agreement shall be exclusively maintained in the courts of Williamson County, Tennessee.

E. County Liability. County shall have no liability except as specifically provided in this Agreement.

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

G. Subcontracting. The Chamber may not enter into a subcontract for the provision of any economic development related services or for the operation of the Office of Economic Development performed under this Agreement without first obtaining the prior written approval of County. Notwithstanding any use of approved subcontractors, the Chamber shall continue to be fully responsible for all services provided or acts committed by the subcontractor.

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

I. Employment Practices. Chamber 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. The Chamber must, upon request by County, show proof of such nondiscrimination and must post in conspicuous places available to all employees, notices of nondiscrimination.

J. Proprietary Information. The Chamber shall not use or duplicate, in any way or by any means, any proprietary information including trade secrets belonging to or supplied or otherwise made available to Chamber in the performance of economic development services except when otherwise required by law to be made public.

K. Conflicts of Interest. The Chamber warrants that no part of the funds provided to the Chamber by County will be paid directly or indirectly to an employee or official of County as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Chamber in connection with the services provided or contemplated relative to this Agreement.

L. Force Majeure. The obligations of the parties to this Agreement are subject to prevention by causes beyond the parties' control that could not reasonably be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics, or any other similar cause.

M. Severability. 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.

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

O. Gratuities and Kickbacks. It shall be a breach of ethical standards for any person to offer, give or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part

of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order.

P. Copyright, Trademark, Service Mark, or Patent Information. Chamber shall, at its own expense, have the duty to defend any suit which may be brought against County to the extent that it is based on a claim that the products or services furnished by or on behalf of Chamber infringe a copyright, trademark, service mark, or patent. Chamber shall further indemnify and hold harmless County against any award of damages and costs made against County by a final judgment of a court of last resort in any such suit. County shall provide Chamber notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable Chamber to do so. County reserves the right to participate in the defense of any such action. Chamber shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon County unless approved by the County Attorney and, where required, the Williamson County Board of Commissioners.

Q. Resolution by Court of Law; Non-binding Mediation. Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by a court of law. The parties can agree to non-binding mediation prior to litigation.

R. Political Activity. No funds provided by County shall be used in any way or to any extent used for political activities within the term "political activity" being defined as activity directed toward the success or failure of a political party, candidate for partisan or non-partisan political office, or a partisan political group. This prohibition in no way prevents any Chamber employee acting in his or her own capacity as an individual citizen from taking part in political activities, nor does it prevent the Chamber from engaging in general issue advocacy that is related to the support of its mission, so long as no taxpayer funds are used for the advocacy.

S. Iran Divestment Act. County is prohibited from entering into any contract with a party who is ineligible under the Iran Divestment Act. Chamber certifies under penalty of perjury that to the best of its knowledge and belief, the Chamber is not on the list created pursuant to Tenn. Code Ann. § 12-12-106 that includes those entities doing business with Iran.

T. Time is of the Essence. Since the services provided under this Agreement are funded by public money, the parties agree that time is of the essence for the satisfactory completion of all economic development services within the time limitations defined by the County.

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

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

**LAST ITEM ON PAGE**

**SIGNATURE PAGE TO FOLLOW**



**WILLIAMSON COUNTY, TENNESSEE:**


**WILLIAMSON INC., d/b/a WILLIAMSON COUNTY CHAMBER OF COMMERCE AND ECONOMIC DEVELOPMENT:**

**BY:** \_\_\_\_\_  
Rogers Anderson, Williamson County Mayor

**BY:** \_\_\_\_\_  
Matt Lagen, Chief Executive Officer

**BY:** \_\_\_\_\_  
Phoebe Reilly, Budget Director

**DATE:** \_\_\_\_\_

**BY:**  \_\_\_\_\_  
Williamson County Attorney

**DATE:** \_\_\_\_\_

Resolution No. 6-24-2

FILED 5/14/24  
ENTERED 8:00 a.m.  
JEFF WHIDBY, COUNTY CLERK JW

Formerly  
Resolution No: 5-24-1

FILED 4/25/24  
ENTERED 1:30 p.m.  
JEFF WHIDBY, COUNTY CLERK JW

Requested by: Commissioner Richards

**RESOLUTION AMENDING THE RULES, REGULATIONS AND PROCEDURES OF THE WILLIAMSON COUNTY BOARD OF COMMISSIONERS CONCERNING THE RECORDING AND ARCHIVING OF WILLIAMSON COUNTY COMMITTEE MEETINGS**

**WHEREAS**, transparency and accuracy in governmental proceedings are fundamental principles of democracy; and

**WHEREAS**, recent instances of inaccuracies and omissions in meeting minutes have underscored the necessity for reliable recording and archiving of committee meetings; and

**WHEREAS**, in June 2023, the HR Committee's decision was misrepresented in meeting minutes due to a typographical error, leading to confusion and potential misinterpretation of the committee's actions; and

**WHEREAS**, in January 2024, the Law Enforcement & Public Safety committee meeting minutes failed to document discussions relevant to the appointment of an interim Sheriff, which hindered transparency and accountability; and

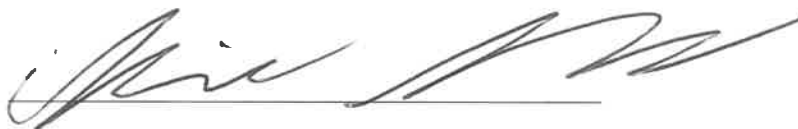
**WHEREAS**, in February 2024, the Law Enforcement & Public Safety committee meeting minutes were unavailable due to staffing shortages, resulting in a lack of accessible records for public review;

**NOW, THEREFORE, BE IT RESOLVED**, that the Williamson County Board of Commissioners, meeting in regular session, this 13th day of May 2024, by a two-thirds majority vote and upon recommendation of the Rules Committee, hereby makes the following revisions to the Rules, Regulations, and Procedures of the Williamson County Board of Commissioners

Amend Rule 8.2c regarding the recording of meeting minutes as follows:

1. All committee meetings open to the public shall be recorded using audio and/or video recording equipment.
2. The recordings shall capture the entirety of the meeting proceedings, including discussions, motions, and votes.
3. The recording of committee meetings will not replace the official written minutes of the body. Such audio/visual recordings are made to offer another manner to hear and see the debate of all committees being recorded in accordance with the TN Public Records Act.
4. The recordings shall be archived and made available to the public in accordance with established county protocols within 2 business days of recording.
5. In the event of technical difficulties or equipment malfunctions, alternative recording methods may be employed, such as taking detailed contemporaneous notes by the designated secretary or clerk.
6. The County Mayor's Office shall ensure the availability and functionality of recording equipment for all committee meetings open to the public.
7. Any necessary funding for the procurement, maintenance, or upgrade of recording equipment shall be allocated from the county budget or raised through private donations if necessary.
8. Certain discussions involving medical, criminal, pending legal matters or other legally confidential topics will not be recorded.

**AND BE IT FURTHER RESOLVED** that upon approval of this resolution and its signing, the Board of Commissioners directs the County Clerk's Office to make the revisions to the Rules, Regulations and Procedures of the Williamson County Board of Commissioners



Christopher Richards, County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Rules Committee:	For <u>4*</u>	Against <u>0</u>	*As amended
Commission Action Taken	For <u>23**</u>	Against <u>**</u>	Pass _____ Out _____

\_\_\_\_\_  
Jeff Whidby, County Clerk

\_\_\_\_\_  
Brian Beathard, Commission Chairman

\_\_\_\_\_  
Rogers Anderson, Williamson County Mayor

\_\_\_\_\_  
Date

\*As amended - amend to implement recordings for Budget Committee meetings only  
\*\*Defer until June 10, 2024, meeting

**RESOLUTION AMENDING THE 2023-2024 GENERAL PURPOSE SCHOOL BUDGET  
\$300,000 FOR ADDITIONAL SPECIAL EDUCATION EXPENSES**

**WHEREAS,** the Student Support Services Department has estimated there is a need to increase the amount for legal expenses; and

**WHEREAS,** increases like these arise during the year on a student by student need and are necessary based on a student's particular need for this current school year that were not known during the budget process; and

**WHEREAS,** we will use fund balance to fund this need;

**NOW, THEREFORE BE IT RESOLVED,** that the Williamson County Board of County Commissioners meeting in regular session on June 10, 2024, approve and amend the **2023-2024** General Purpose School Fund budget in the following manner:

<b>Revenue</b>			
141.39000	<b>Fund Balance</b>		<b>\$300,000</b>
<b>Expenditure</b>			
141.72220.539999.389	<b>OCS – Legal</b>		<b>\$300,000</b>



Commissioner Tom Tunncliffe

**COMMITTEES REFERRED TO & ACTION TAKEN:**

School Board:	For <u>11</u>	Against <u>0</u>	Pass <u>    </u>	Out <u>    </u>
Education Committee:	For <u>4</u>	Against <u>0</u>	Pass <u>    </u>	Out <u>    </u>
Budget Committee:	For <u>5</u>	Against <u>0</u>	Pass <u>    </u>	Out <u>    </u>
Commission Action Taken:	For <u>    </u>	Against <u>    </u>	Pass <u>    </u>	Out <u>    </u>

\_\_\_\_\_  
Jeff Whidby, County Clerk

\_\_\_\_\_  
Brian Beathard, Commission Chairman

\_\_\_\_\_  
Rogers Anderson, County Mayor

\_\_\_\_\_  
Date

RESOLUTION NO. 6-24-4  
Requested by: Board of Education

FILED 5/24/24  
ENTERED 4:25 p.m.  
JEFF WHIDBY, COUNTY CLERK *Jw*


**RESOLUTION APPROPRIATING \$800,000 IN THE GENERAL PURPOSE SCHOOL FUND  
BUDGET FROM CURRENT REVENUES FOR RELATED TRUSTEE COMMISSION**

**WHEREAS,** there is a need for an additional **\$800,000** in the trustee commission line item due to the actual revenue for property taxes exceeding budgeted amounts; and

**WHEREAS,** the expense for Trustee's Commission is directly related to the amount collected in property tax;

**NOW, THEREFORE BE IT RESOLVED,** that the Williamson County Board of County Commissioners meeting in regular session on June 10, 2024, amend the **2023-2024** General Purpose School Fund budget in the following manner:

<b>Revenue</b>		
141.40000.401100	<b>Property Tax Collections</b>	<b>\$800,000</b>
<b>Expenditures</b>		
141.72310.551000	<b>Trustee Commission</b>	<b>\$800,000</b>

  
\_\_\_\_\_  
Commissioner Tom Tunncliffe

**COMMITTEES REFERRED TO & ACTION TAKEN:**

School Board:	For <u>11</u>	Against <u>0</u>	Pass <u>    </u>	Out <u>    </u>
Education Committee:	For <u>4</u>	Against <u>0</u>	Pass <u>    </u>	Out <u>    </u>
Budget Committee:	For <u>5</u>	Against <u>0</u>	Pass <u>    </u>	Out <u>    </u>
Commission Action Taken:	For <u>    </u>	Against <u>    </u>	Pass <u>    </u>	Out <u>    </u>

\_\_\_\_\_  
Jeff Whidby, County Clerk

\_\_\_\_\_  
Brian Beathard, Commission Chairman

\_\_\_\_\_  
Rogers Anderson, County Mayor

\_\_\_\_\_  
Date

**RESOLUTION TO TRANSFER FUNDS TO THE RURAL AND GENERAL DEBT SERVICE  
FUNDS TO PAY PRINCIPAL AND INTEREST ON  
ENERGY SYSTEMS CONSERVATION DEBT**

**WHEREAS,** Williamson County Schools initiated an energy savings program whereby savings resulting from the upgrade of infrastructure relating to utilities in our schools will offset the related debt; and

**WHEREAS,** the Board entered into an agreement with the county to reimburse the debt service interest and principal payments;

**NOW, THEREFORE BE IT RESOLVED,** that the Williamson County Commission meeting in regular session on June 10, 2024, approve the following funds and amend the **2023-2024** General Purpose School Fund as follows:

<b>Revenue</b> 141.39000	<b>Fund Balance</b>	<b>\$1,141,922.32</b>
<b>Expenditures Increase</b> 141.82330.562000.510	<b>Debt Service Contributions to Primary Government</b>	<b>\$1,141,922.32</b>



Commissioner Tom Tunncliffe

**COMMITTEES REFERRED TO & ACTION TAKEN:**

School Board:	For <u>11</u>	Against <u>0</u>	Pass <u>    </u>	Out <u>    </u>
Education Committee:	For <u>3</u>	Against <u>0</u>	Pass <u>1</u>	Out <u>    </u>
Budget Committee:	For <u>5</u>	Against <u>0</u>	Pass <u>    </u>	Out <u>    </u>
Commission Action Taken:	For <u>    </u>	Against <u>    </u>	Pass <u>    </u>	Out <u>    </u>

\_\_\_\_\_  
Jeff Whidby, County Clerk

\_\_\_\_\_  
Brian Beathard, Commission Chairman

\_\_\_\_\_  
Rogers Anderson, County Mayor

\_\_\_\_\_  
Date

RESOLUTION NO. 6-24-6  
Requested by: Board of Education

FILED 5/24/24  
ENTERED 4:25 p.m.  
JEFF WHIDBY, COUNTY CLERK *JS*

**RESOLUTION APPROPRIATING \$800,000 IN THE 2023-2024 GENERAL  
PURPOSE SCHOOL OPERATING BUDGET FOR  
LIABILITY, WORKERS COMP AND PROPERTY INSURANCE CLAIMS**

**WHEREAS,** based on claims to date, projected future payments and the anticipated accrual at year end, the liability, workers comp, and property insurance costs for the school department will exceed budgeted projections; and

**WHEREAS,** these are unexpected and sometimes hard to forecast due to the nature of the expenses; and

**WHEREAS,** we will fund this need from excess property tax collections;

**NOW, THEREFORE BE IT RESOLVED,** that the Williamson County Board of County Commissioners meeting in regular session on June 10, 2024, approve and amend the **2023-2024** General Purpose School Fund operating budget in the following manner:

<b>Revenue</b>			
141.39000	<b>Fund Balance</b>		<b>\$800,000</b>
<b>Expenditure</b>			
141.72310.550600	<b>Liability/Excess Risk</b>		<b>\$ 100,000</b>
141.72310.551300	<b>Workers Comp Ins</b>		<b>475,000</b>
141.72610.550200	<b>Building and Content</b>		<b>225,000</b>
			<hr/>
			<b>\$800,000</b>



Commissioner Tom Tunncliffe

**COMMITTEES REFERRED TO & ACTION TAKEN:**

School Board:	For <u>11</u>	Against <u>0</u>	Pass <u>    </u>	Out <u>    </u>
Education Committee:	For <u>4</u>	Against <u>0</u>	Pass <u>    </u>	Out <u>    </u>
Budget Committee:	For <u>5</u>	Against <u>0</u>	Pass <u>    </u>	Out <u>    </u>
Commission Action Taken:	For <u>    </u>	Against <u>    </u>	Pass <u>    </u>	Out <u>    </u>

\_\_\_\_\_  
Jeff Whidby, County Clerk

\_\_\_\_\_  
Brian Beathard, Commission Chairman

\_\_\_\_\_  
Rogers Anderson, County Mayor

\_\_\_\_\_  
Date

RESOLUTION NO. 6-24-7  
Requested by: Board of Education

FILED 5/24/24  
ENTERED 4:25 p.m.  
JEFF WHIDBY, COUNTY CLERK *JW*

**RESOLUTION AMENDING THE 2023-2024 GENERAL PURPOSE SCHOOL BUDGET  
\$200,000 FOR ADDITIONAL OPERATIONAL EXPENSES**

**WHEREAS,** there is a need for additional janitorial fees in that this line is hard to budget for any year;  
and

**WHEREAS,** we will fund these needs through fund balance;

**NOW, THEREFORE BE IT RESOLVED,** that the Williamson County Board of County Commissioners meeting in regular session on June 10, 2024, approve and amend the **2023-2024** General Purpose School Fund budget in the following manner:

<b>Revenue</b>		
141.39000	<b>Fund Balance</b>	<b>\$200,000</b>
<b>Expenditures</b>		
141.72610.532800.510	Janitorial	<b>\$200,000</b>

  
\_\_\_\_\_  
Commissioner Tom Tunnicliffe

**COMMITTEES REFERRED TO & ACTION TAKEN:**

School Board:	For <u>11</u>	Against <u>0</u>	Pass <u>    </u>	Out <u>    </u>
Education Committee:	For <u>4</u>	Against <u>0</u>	Pass <u>    </u>	Out <u>    </u>
Budget Committee:	For <u>5</u>	Against <u>0</u>	Pass <u>    </u>	Out <u>    </u>
Commission Action Taken:	For <u>    </u>	Against <u>    </u>	Pass <u>    </u>	Out <u>    </u>

\_\_\_\_\_  
Jeff Whidby, County Clerk

\_\_\_\_\_  
Brian Beathard, Commission Chairman

\_\_\_\_\_  
Rogers Anderson, County Mayor

\_\_\_\_\_  
Date



**RESOLUTION AMENDING THE 2023-2024 EXTENDED SCHOOL PROGRAM FUND BUDGET  
\$263,286 FOR ADDITIONAL EXPENDITURES FROM EXISTING FUNDS**

**WHEARAS,** budgets are based on estimated average cost of salaries per category; and

**WHEARAS,** additional funds are needed to cover salary and benefit costs associated with actual hired employees; and

**WHEREAS,** the Extended School Program has adequate fund balance to cover the cost;

**NOW, THEREFORE BE IT RESOLVED,** that the Williamson County Board of County Commissioners meeting in regular session on June 10, 2024, approve and amend the **2023-2024** Extended School Program Fund budget in the following manner:

<b>Revenue</b>	<b>Fund Balance</b>	<b>\$263,286</b>	
146.30000.347550			
<b>Expenditure</b>			
146.73300.516400	Attendants		\$200,000
146.73300.518700	Overtime Pay		38,000
146.73300.518900	Other Salaries & Wages		7,500
146.73300.520100	Social Security		14,415
146.73300.521200	Employer Medicare		3,371
		<u>\$263,286</u>	<u>\$263,286</u>

  
\_\_\_\_\_  
Commissioner Tom Tunncliffe

**COMMITTEES REFERRED TO & ACTION TAKEN:**

School Board:	For <u>11</u>	Against <u>0</u>	Pass <u>    </u>	Out <u>    </u>
Education Committee:	For <u>4</u>	Against <u>0</u>	Pass <u>    </u>	Out <u>    </u>
Budget Committee:	For <u>5</u>	Against <u>0</u>	Pass <u>    </u>	Out <u>    </u>
Commission Action Taken:	For <u>    </u>	Against <u>    </u>	Pass <u>    </u>	Out <u>    </u>

\_\_\_\_\_  
Jeff Whidby, County Clerk

\_\_\_\_\_  
Brian Beathard, Commission Chairman

\_\_\_\_\_  
Rogers Anderson, County Mayor

\_\_\_\_\_  
Date

**RESOLUTION AMENDING THE 2023-2024 GENERAL PURPOSE SCHOOL BUDGET  
\$275,000 FOR ADDITIONAL SPECIAL EDUCATION EXPENSES**

**WHEREAS,** the Student Support Services Department has a need to provide psychological support services that were budgeted for in a payroll line; and


**WHEREAS,** they were unable to fill these needs due to unfilled positions; and

**WHEREAS,** they were able to hire contracted services to fulfill the services; and

**WHEREAS,** there are sufficient funds within the Student Support Services psychological personnel payroll line to cover the contracted services costs;

**NOW, THEREFORE BE IT RESOLVED,** that the Williamson County Board of County Commissioners meeting in regular session on June 10, 2024, approve and amend the **2023-2024** General Purpose School Fund budget in the following manner:

<b>Expenditure</b>			
141.72220.539999.389	<b>Other Contracted Services</b>		<b>\$275,000</b>
<b>Expenditure</b>			
141.72220.512400	<b>Psychological Personnel</b>		<b>\$275,000</b>

  
\_\_\_\_\_  
Commissioner Tom Tunnicliffe

**COMMITTEES REFERRED TO & ACTION TAKEN:**

School Board:	For <u>11</u>	Against <u>0</u>	Pass <u>    </u>	Out <u>    </u>
Education Committee:	For <u>4</u>	Against <u>0</u>	Pass <u>    </u>	Out <u>    </u>
Budget Committee:	For <u>5</u>	Against <u>0</u>	Pass <u>    </u>	Out <u>    </u>
Commission Action Taken:	For <u>    </u>	Against <u>    </u>	Pass <u>    </u>	Out <u>    </u>

\_\_\_\_\_  
Jeff Whidby, County Clerk

\_\_\_\_\_  
Brian Beathard, Commission Chairman

\_\_\_\_\_  
Rogers Anderson, County Mayor

\_\_\_\_\_  
Date

**RESOLUTION APPROPRIATING AND AMENDING THE 2023-24 VETERANS' SERVICES BUDGET BY \$2,730 – REVENUES TO COME FROM MEMORIAL BRICK PAVER SALES**

**WHEREAS,** the Williamson County Commission named the triangle of land located at Five Points, Franklin, Tennessee as the Williamson County Veterans Park, on October 11, 1999, in conjunction with the Williamson County Bi-centennial Celebration; and

**WHEREAS,** the dedication of the Veterans monument acknowledged service to county and country by all men and women of Williamson County who have ever responded to our Nation's call to service; and

**WHEREAS,** the Veterans' Services Office has been selling memorial brick pavers to individuals wishing to purchase one in honor or memory of a veteran;

**WHEREAS,** proceeds from the sale of these brick pavers have been received and need to be appropriated to offset the purchase and installation costs in a timely manner for the 2024 Memorial Day Service;

**NOW, THEREFORE, BE IT RESOLVED,** that the 2023-24 Veterans' Services budget be amended, as follows:

**REVENUES:**

Designation – Veterans' Park Bricks \$ 2,730  
(101-00000-441301-00000-00-00-00)

**EXPENDITURES:**

Other Supplies & Materials \$ 2,730  
(101-58300-549900-00000-00-00-00)



\_\_\_\_\_  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

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

\_\_\_\_\_  
Jeff Whidby, County Clerk

\_\_\_\_\_  
Brian Beathard, Commission Chairman

\_\_\_\_\_  
Rogers C. Anderson, County Mayor

\_\_\_\_\_  
Date

Resolution No. 6-24-13  
Requested by: County Health Director

**RESOLUTION APPROPRIATING AND AMENDING THE 2023-2024  
HEALTH DEPARTMENT BUDGET BY \$1,516.00 --  
REVENUES TO COME FROM DONATIONS**

- WHEREAS,** the Centers for Disease Control and Prevention (CDC) indicates that primary prevention is designed to prevent a disease or condition from occurring; and
- WHEREAS,** the Tennessee Department of Health is engaging all its employees to participate in primary prevention efforts; and
- WHEREAS,** employees at the Williamson County Health Department are conducting community-based activities targeting primary prevention including substance use and misuse, suicide prevention, and reducing chronic conditions; and
- WHEREAS,** a donation of \$1,516.00 was received during the 2023-2024 fiscal year; and
- WHEREAS,** the funds were not anticipated during the budget preparation process.

**NOW, THEREFORE, BE IT RESOLVED,** that the 2023-2024 Health Department budget be amended, as follows:

**REVENUES:**

Donations-City of Franklin \$1,516.00  
101.00000.486106.00000.00.00.00

**EXPENDITURES:**

Instructional Supplies & Materials \$1,516.00  
101.55110.542900.00000.00.00.00

  
\_\_\_\_\_  
Chas Morton - County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Public Health Committee: For \* 5 Against 0 Pass 0 Out 0 \*Did not meet  
Budget Committee: For 5 Against 0 Pass 0 Out 0  
Commission Action Taken: For 5 Against 0 Pass 0 Out 0

\_\_\_\_\_  
Jeff Whidby, County Clerk

\_\_\_\_\_  
Brian Beathard, Commission Chairman

\_\_\_\_\_  
Rogers C. Anderson, County Mayor

\_\_\_\_\_  
Date



**RESOLUTION AMENDING THE 2023-24 HIGHWAY DEPARTMENT BUDGET AND APPROPRIATING UP TO \$11,630 FOR PERSONNEL NEEDS DURING SEVERE INCLEMENT WEATHER EVENT - REVENUES TO COME FROM UNAPPROPRIATED HIGHWAY FUND BALANCE**

**WHEREAS,** the W. C. Highway Department maintains county roads during inclement weather conditions; and,

**WHEREAS,** the Highway Department commenced twenty four hour operations during the ice and snow event in January, 2024, which resulted in salaries and related overtime expenses to exceed;

**NOW, THEREFORE, BE IT RESOLVED,** that the 2023-24 Highway budget be amended, as follows:

**REVENUES:**

Highway Fund Balance **\$11,630.00**  
(131.00000.390000.00000.00.00.00)

**EXPENDITURES:**

Foremen \$450.00  
(131.62000.514100.00000.00.00.00)

Foremen \$1,580.00  
(131.63100.514100.00000.00.00.00)

Mechanic(s) \$4,700.00  
(131.63100.514200.00000.00.00.00)

Nightwatchmen \$1,300.00  
(131.63100.515000.00000.00.00.00)

Equipment Operators \$3,600.00  
(131.63400.514300.00000.00.00.00)

**\$11,630.00**

  
\_\_\_\_\_  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Highway Commission For \_\_\_ Against \_\_\_  
Budget Committee For 5 Against 0  
Commission Action Taken: For \_\_\_ Against \_\_\_ Pass \_\_\_ Out \_\_\_

\_\_\_\_\_  
Jeff Whidby, County Clerk

\_\_\_\_\_  
Brian Beathard, Commission Chairman

\_\_\_\_\_  
Rogers C. Anderson - County Mayor

\_\_\_\_\_  
Date

**RESOLUTION ACCEPTING A DONATION FROM MR. BRADLEY MCKINNEY AND  
APPROPRIATING AND AMENDING THE 2023-2024 ANIMAL CENTER BUDGET  
BY \$2,500 – REVENUES TO COME FROM DONATIONS**

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

**WHEREAS,** Bradley McKinney has donated \$2,500 to be used for a Donor Wall plaque in the name of his daughter “Campbell McKinney”

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session this the 10th day of June 2024, on behalf of Williamson County Animal Center, accepts the generous donation;

**AND BE IT FURTHER RESOLVED** that the 2023-24 Williamson County Animal Center budget be amended, and the funds be appropriated as follows:

**REVENUE:**

Donations  
101.0000.486109.00000.00.00.00 **\$2,500**

**EXPENDITURE:**

Maint & Repair Building  
101.55120.533500.00000.00.00.00 **\$2,500**



\_\_\_\_\_  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Public Health Committee	For <u>*</u>	Against <u>   </u>	Pass <u>   </u>	Out <u>   </u>	*Did not meet
Budget Committee	For <u>5</u>	Against <u>0</u>	Pass <u>   </u>	Out <u>   </u>	
Commission Action Taken:	For <u>   </u>	Against <u>   </u>	Pass <u>   </u>	Out <u>   </u>	

\_\_\_\_\_  
Jeff Whidby, County Clerk

\_\_\_\_\_  
Brian Beathard, Commission Chairman

\_\_\_\_\_  
Rogers C. Anderson, County Mayor

\_\_\_\_\_  
Date

Resolution No. 6-24-18  
Requested by: Office of Public Safety

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO AN AGREEMENT WITH THE STATE OF TENNESSEE, DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY AND APPROPRIATING AND AMENDING THE 2023-24 EMERGENCY MANAGEMENT AGENCY BUDGET BY \$35,000.00**

**WHEREAS,** Williamson County ("County") is a governmental entity of the State of Tennessee and, as such, is authorized to enter into agreements with state agencies; and

**WHEREAS,** the Williamson County Emergency Management Agency received a grant from the State of Tennessee, Emergency Management Agency in an amount not to exceed Thirty-Five Thousand and 00/100 Dollars (\$35,000.00); and

**WHEREAS,** the grant does require Williamson County to provide Eight Thousand Seven Hundred Fifty and 00/100 Dollars (\$8,750.00) matching funds; and

**WHEREAS,** the Williamson County Board of Commissioners finds it in the interest of its citizens to enter into the grant agreement on behalf of the Williamson County Emergency Management Agency for the provision of hazardous material preparedness:

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session, this the 10<sup>th</sup> day of June, 2024, hereby authorizes the Williamson County Mayor to enter into a grant agreement on behalf of the Williamson County Emergency Management Agency with the State of Tennessee, Department of Military, Tennessee Emergency Management Agency as well as all other documents necessary to receive the grant funding and fulfill its contractual obligations;

**AND BE IT FURTHER RESOLVED,** that the 2023-24 Williamson County Emergency Management Agency budget be amended as follows:

<b>REVENUES:</b>	
<b>Federal through State Grant</b>	<b>\$35,000.00</b>
101.00000.475900.00000.00.00.00.G0038	
<b>EXPENDITURES:</b>	
Other Contracted Services	<b>\$35,000.00</b>
101.54900.530900.00000.00.00.00.G0038	

  
\_\_\_\_\_  
Chas Morton, County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Law Enforcement/Public Safety Committee	For <u>5</u>	Against <u>0</u>		
Budget Committee	For <u>5</u>	Against <u>0</u>		
Commission Action Taken:	For _____	Against _____	Pass _____	Out _____

\_\_\_\_\_  
Jeff Whidby, County Clerk

\_\_\_\_\_  
Brian Beathard, Commission Chairman

\_\_\_\_\_  
Rogers Anderson, Williamson County Mayor

\_\_\_\_\_  
Date



**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO A GRANT AGREEMENT WITH THE STATE OF TENNESSEE, DEPARTMENT OF MILITARY, AND TENNESSEE EMERGENCY MANAGEMENT AGENCY AND APPROPRIATING AND AMENDING THE 2023-24 OFFICE OF PUBLIC SAFETY BUDGET BY \$336.16 – REVENUES TO COME FROM EMERGENCY MANAGEMENT PERFORMANCE GRANT**

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 funding to subsidize the Williamson County Emergency Management Agency through the Emergency Management Performance Grant program; and

WHEREAS, the current operating budget included \$53,850.00 as pass through federal funding from the State of Tennessee, Department of Military, Tennessee Emergency Management Agency, an additional \$336.16 was awarded this year; and

WHEREAS, Williamson County desires to grant the County Mayor the authority to enter into an agreement with the State of Tennessee Department of Military, Tennessee Emergency Management Agency, in order that Williamson County may participate in the Emergency Management Performance Grant program:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 10th day of June, 2024, hereby authorizes the Williamson County Mayor to execute a grant agreement with the State of Tennessee, Department of Military and the Tennessee Emergency Management Agency, as well as all other related documents and amendments, necessary to receive the grant funds;

AND BE IT FURTHER RESOLVED, that the 2023-24 Office of Public Safety budget be amended as follows:

**REVENUES:**

Federal Grant through State of TN-EMA Annual Grant  
101.00000.475900.00000.00.00.00.G0008 \$336.16

**EXPENDITURES:**

Public Safety Assistant  
101.54900.510300.00000.00.00.00 \$336.16



Chas Morton, County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Law Enforcement Public Safety For 5 Against 0  
Budget Committee For 5 Against 0  
Commission Action Taken: For \_\_\_\_\_ Against \_\_\_\_\_

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers Anderson, County Mayor

Date

**RESOLUTION APPROPRIATING AND AMENDING THE 2023-24  
PARKS AND RECREATION BUDGET BY \$225,000.00  
REVENUES TO COME FROM PARKS AND RECREATION PARTICIPANT FEES**

**WHEREAS,** the Parks and Recreation Department hosts the Tennessee Renaissance Festival (the “Festival”) weekends in May, and;

**WHEREAS,** upon purchasing the property, Mike and Jackie Freeman donated the Renaissance Festival to the County, and;

**WHEREAS,** the agreement with the Freeman’s states that they will receive 25% of the net ticket sales from the Festival, and;

**WHEREAS,** the last day of the festival is May 27, 2024 (Memorial Day) and actual sales will not be available until May 31, 2024, and;

**WHEREAS,** preliminary revenues as of May 23, 2024, total \$1,500,000.00, and;

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

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners meeting in regular session this the 10<sup>th</sup> day of June, 2024, hereby amends the 2023-24 Parks & Recreation Budget as follows:

**REVENUES:**

Participant Fees  
101.00000.433400.00000.26.00.00 \$ 225,000.00

**EXPENDITURES:**

Contracts w/Other Public Agencies  
101.56700.531000.00000.00.00.00 \$ 225,000.00

  
\_\_\_\_\_  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Parks & Recreation Committee: For \_\_\_ Against \_\_\_  
Budget Committee: For 5 Against 0  
Commission Action Taken: For \_\_\_ Against \_\_\_ Pass \_\_\_ Out \_\_\_

\_\_\_\_\_  
Jeff Whidby, County Clerk

\_\_\_\_\_  
Brian Beathard, Commission Chairman

\_\_\_\_\_  
Rogers C. Anderson, Williamson County Mayor

\_\_\_\_\_  
Date

Resolution No. 6-24-22  
Requested by: Budget Director

FILED 5/24/24  
ENTERED 4:25 p.m.  
JEFF WHIDBY, COUNTY CLERK *JW*

**RESOLUTION APPROPRIATING AND AMENDING THE 2023-24 CAPITAL PROJECTS FUND BUDGET BY \$160,000 FOR THE PRO RATA DISTRIBUTION - REVENUES TO COME FROM PRIVILEGE TAX**

**WHEREAS,** in March, 2007, the Williamson County Board of Commissioners approved Resolution No. 3-07-11, which implemented a privilege tax of \$1.00 on new residential construction under the Adequate School Facilities Tax, Private Acts of 1987, Chapter 113 (“Private Act”); and

**WHEREAS,** pursuant to Section 9 of the Private Act, thirty percent (30%) of the collected tax shall be divided on a pro rata share among those cities and towns who have adopted a Capital Improvement Plan; and

**WHEREAS,** the Capital Outlay line item in the budget will require additional funds to pay these distributions through June 30, 2024;

**NOW, THEREFORE, BE IT RESOLVED,** that the 2023-24 Capital Projects Fund Budget amended, as follows:

**REVENUES:**

Reserve for Privilege Tax–School Adequate Facilities  
171.00000.351900.00000.00.00.00 \$160,000

**EXPENDITURES:**

Capital Outlay – Cities  
Adequate Facilities Taxes  
171.91300.579900.00000.00.00.00.PR901 \$160,000

  
\_\_\_\_\_  
County Commissioner

**COMMITTEES REFERED TO & ACTION TAKEN:**

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

\_\_\_\_\_  
Jeff Whidby, County Clerk

\_\_\_\_\_  
Brian Beathard, Commission Chairman

\_\_\_\_\_  
Rogers C. Anderson – County Mayor

\_\_\_\_\_  
Date

Resolution No. 6-24-23  
Requested by Budget Director

FILED 5/24/24  
ENTERED 4:25 p.m.  
JEFF WHIDBY, COUNTY CLERK *JW*

**RESOLUTION APPROPRIATING AND AMENDING THE 2023-24 RURAL DEBT SERVICE FUND BY \$264,581 FOR INTEREST PAYMENTS - REVENUES TO COME FROM UNDESIGNATED FUND BALANCE**

**WHEREAS,** Williamson County has authorized and issued new debt in the form of County District school bonds within this fiscal year; and,

**WHEREAS,** interest payments are due within six (6) months of the closing date of these issues; and,

**WHEREAS,** principal and interest payments were not calculated in the 2023-24 budget;


**NOW, THEREFORE, BE IT RESOLVED,** that the 2023-24 Rural Debt Service Budget be amended as follows:

**REVENUES:**

Rural Debt Service Undesignated Fund Balance **\$ 264,581**  
(152.00000.390000.00000.00.00.00)

**EXPENDITURES:**

Rural Interest on Bonds **\$ 264,581**  
(152.82230.560300.00000.00.00.00)

  
\_\_\_\_\_  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Budget Committee: For 5 Against 0  
Commission Action Taken: For \_\_\_\_\_ Against \_\_\_\_\_ Pass \_\_\_\_\_ Out \_\_\_\_\_

\_\_\_\_\_  
Jeff Whidby, County Clerk

\_\_\_\_\_  
Brian Beathard, Commission Chairman

\_\_\_\_\_  
Rogers C. Anderson, County Mayor

\_\_\_\_\_  
Date

Resolution No. 6-24-24  
Requested by: Budget Director

**RESOLUTION APPROPRIATING AND AMENDING THE 2023-24 TRUSTEE'S COMMISSION IN THE RESPECTIVE OPERATING FUNDS-REVENUES TO COME FROM FUND BALANCES IN EACH RESPECTIVE FUND**

WHEREAS, the Trustee is authorized to collect fees for the collection of all revenues; and,

WHEREAS, the Trustee's Commission line item in various operating budgets will require additional funds to pay these fees through June 30, 2024;

NOW, THEREFORE, BE IT RESOLVED, that the 2023-24 Trustee's Commission be amended in the following Funds:

**REVENUES:**

<b>County General Fund</b> Unappropriated Fund Balance (101.00000.390000.0000.00.00.00)	<b>\$ 280,000</b>
<b>Solid Waste Fund</b> Unappropriated Fund Balance (116.00000.390000.00000.00.00.00)	<b>\$ 25,000</b>
<b>Highway Fund</b> Unappropriated Fund Balance (131.00000.390000.00000.00.00.00)	<b>\$ 20,000</b>
<b>General Debt Fund</b> Unappropriated Fund Balance (151.00000.390000.00000.00.00.00)	<b>\$ 225,000</b>

**EXPENDITURES:**

<b>County General Fund</b> Trustee's Commission (101.58400.55100.00000.00.00.00)	<b>\$ 280,000</b>
<b>Solid Waste Fund</b> Trustee's Commission (116.58400.551000.00000.00.00.00)	<b>\$ 25,000</b>
<b>Highway Fund</b> Trustee's Commission (131.65000.551000.00000.00.00.00)	<b>\$ 20,000</b>
<b>General Debt Service Fund</b> Trustee's Commission (151.82310.551000.00000.00.00.00)	<b>\$ 225,000</b>

\_\_\_\_\_  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Budget Committee                      For   5   Against   0    
Commission Action Taken:        For \_\_\_\_\_ Against \_\_\_\_\_ Pass \_\_\_\_\_ Out \_\_\_\_\_

\_\_\_\_\_  
Jeff Whidby, County Clerk

\_\_\_\_\_  
Brian Beathard, Commission Chairman

\_\_\_\_\_  
Rogers C. Anderson, County Mayor

\_\_\_\_\_  
Date

**RESOLUTION APPROPRIATING AND AMENDING THE 2023-24 GENERAL DEBT SERVICE FUND BY \$1,347,234 FOR INTEREST PAYMENTS – REVENUES TO COME FROM UNDESIGNATED FUND BALANCE**

**WHEREAS,** Williamson County has authorized and issued new debt in the form of general obligation bonds and tax anticipation notes within this fiscal year; and,

**WHEREAS,** interest payments are due within six (6) months of the closing date of these issues; and,

**WHEREAS,** these principal and interest payments were not calculated in the 2023-2024 budget;

**NOW, THEREFORE, BE IT RESOLVED,** that the 2023-24 General Debt Service Budget be amended, as follows:

**REVENUES:**

General Debt Service Undesignated Fund Balance **\$1,347,234.00**  
(151.00000.390000.00000.00.00.00)

**EXPENDITURES:**

General Interest on Bonds **\$ 772,736.00**  
(151.82210.560300.00000.00.00.00)

Education Interest on Bonds **\$ 574,498.00**  
(151.82230.560300.00000.00.00.00)

  
\_\_\_\_\_  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Budget Committee: For 5 Against 0  
Commission Action Taken: For \_\_\_\_\_ Against \_\_\_\_\_ Pass \_\_\_\_\_ Out \_\_\_\_\_

\_\_\_\_\_  
Jeff Whidby-County Clerk

\_\_\_\_\_  
Brian Beathard, Commission Chairman

\_\_\_\_\_  
Rogers C. Anderson, County Mayor

\_\_\_\_\_  
Date





**RESOLUTION AUTHORIZING A MASTER LEASE PURCHASE AGREEMENT WITH AXON, INC. FOR THE LEASE PURCHASE OF BODY CAMERAS, INTERVIEW ROOM CAMERAS, TASERS, AND RELATED SOFTWARE AND AMENDING THE 2023-24 SHERIFF'S OFFICE BUDGET BY \$590,691.55 AND – REVENUES TO COME FROM GENERAL FUND BALANCE**

- WHEREAS,** pursuant to Tennessee Code Annotated, Section 9-24-101, et. seq., after January 1, 2022, the Tennessee Comptroller must pre-approve any lease financing prior to the County agreeing to the terms; and
- WHEREAS,** subsequent to the Comptroller's approval, the local legislative body is required to approve all lease financing contracts; and
- WHEREAS,** the Williamson County Sheriff's Office desires to enter into a lease purchase agreement with Axon, Inc. for body cameras, interview room cameras, tasers, and related software to be used for law enforcement operations; and
- WHEREAS,** the total principal cost of the five year lease financing for both hardware and software shall not exceed \$6,065,876.00 at an annual costs of \$1,386,796.00 to the County at an interest rate of zero percent (0%); and
- WHEREAS,** the Williamson County Sheriff's Office shall be the point of contact for the contract with Axon, Inc., which shall be funded each year through the annual budget process; and
- WHEREAS,** the Board of Commissioners finds it in the interest of the citizens of Williamson County to purchase equipment for law enforcement purposes; and,
- WHEREAS,** additional funding in the amount of \$590,691.55 to begin this process is due and payable prior the conclusion of the 2023-24 fiscal year and was not anticipated during the budget preparation process;

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session this 10<sup>th</sup> day of June, 2024, hereby authorizes the Williamson County Mayor to execute a lease purchase agreement with Axon, Inc. as well as all other related documents necessary for it to lease finance the needed law enforcement equipment, to include, body cameras, interview room cameras, tasers, and related software;

**AND BE IT FURTHER RESOLVED,** that the 2023-24 Williamson County Sheriff's Office budget be amended as follows:

**REVENUES:**

Unappropriated County General Fund Balance **\$590,691.55**  
(101.00000.390000.000000.00.00.00)

**EXPENDITURES:**

Other Equipment **\$590,691.55**  
(101.54110.579000.000000.00.00.00)



\_\_\_\_\_  
Chas Morton, County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Law Enforcement Public Safety	For <u>4</u>	Against <u>0</u>	Abstain <u>1</u>
Budget Committee	For <u>5</u>	Against <u>0</u>	
Commission Action Taken:	For _____	Against _____	Pass _____ Out _____

\_\_\_\_\_  
Jeff Whidby, County Clerk

\_\_\_\_\_  
Brian Beathard, Commission Chairman

\_\_\_\_\_  
Rogers Anderson, Williamson County Mayor

\_\_\_\_\_  
Date



**RESOLUTION ACCEPTING THE DONATION OF A VEHICLE ON BEHALF OF THE  
WILLIAMSON COUNTY OFFICE OF PUBLIC SAFETY**

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

**WHEREAS,** Williamson County Rescue Squad is a nonprofit entity that provides fire, rescue, emergency response services throughout Williamson County; and

**WHEREAS,** Williamson County Rescue Squad currently owns the following vehicle; and

Year	Make	Model	VIN
2005	Chevrolet	Silverado	1GBJK39285E276199

**WHEREAS,** the Williamson County Board of Commissioners finds it in the best interest of the citizens of Williamson County to accept the generous donation of these vehicles from Williamson County Rescue Squad:

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session this the 10<sup>th</sup> day of June, 2024, on behalf of the Williamson County Office of Public Safety, accepts the generous donation of one (1) vehicle from Williamson County Rescue Squad, and authorizes the Williamson County Mayor to execute any documents necessary to receive titles to the vehicles.

  
\_\_\_\_\_  
Chas Morton, County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Law Enforcement/Public Safety Committee For 5 Against 0  
Budget Committee For 5 Against 0

Commission Action Taken: For \_\_\_ Against \_\_\_ Pass \_\_\_ Out \_\_\_

\_\_\_\_\_  
Jeff Whidby, County Clerk

\_\_\_\_\_  
Brian Beathard, Commission Chairman

\_\_\_\_\_  
Rogers Anderson, Williamson County Mayor

\_\_\_\_\_  
Date

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO EXECUTE A  
MEMORANDUM OF UNDERSTANDING WITH THE TRANSPORTATION  
MANAGEMENT ASSOCIATION GROUP CONCERNING INSURANCE  
COVERAGE FOR COUNTY OWNED NON-REVENUE VEHICLES**

- WHEREAS,** Williamson County ("County") is a governmental entity of the State of Tennessee and, as such, is authorized to enter into Memorandums of Understanding ("MOU") with other governmental public agencies for cooperation in the provision of services; and
- WHEREAS,** the County is a recipient of grant funding concerning the promotion, marketing, outreach, and management of a regional vanpool program; and
- WHEREAS,** the Transportation Management Association Group ("TMA") operates the regional transportation services as an alternative to single vehicle commutes and as the operator is the subrecipient of the grant funds received through the Tennessee Department of Transportation ("TDOT"); and
- WHEREAS,** the vehicles used in the transit vanpool program are titled in the County's name; and
- WHEREAS,** the MOU provides that the vehicles used for the TMA program will be insured through TMA's group RLI Corp insurance policy and those county owned vehicles that are stored at 1556 Columbia Avenue, Franklin, Tennessee as non-revenue generated vehicles will be insured by the County subject to the limitations provided in the MOU; and
- WHEREAS,** as the vehicles are moved from non-revenue service to revenue service, the insurance coverage for the particular vehicle will be insured through TMA's group RLI Corp insurance policy; 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 enter into the MOU with TMA to define the parties' responsibilities and obligations concerning insuring County owned regional vehicles:

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session this the 10<sup>th</sup> day of June 2024, authorizes the Williamson County Mayor to execute the Memorandum of Understanding and all other documents required to define the obligations of each party regarding the insurance of vehicles used by TMA for the proposed project.

  
\_\_\_\_\_  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Budget Committee	For <u>5</u>	Against <u>0</u>	Pass <u>   </u>	Out <u>   </u>
Commission Action Taken:	For <u>   </u>	Against <u>   </u>	Pass <u>   </u>	Out <u>   </u>

\_\_\_\_\_  
Jeff Whidby, County Clerk

\_\_\_\_\_  
Brian Beathard, Commission Chairman

\_\_\_\_\_  
Rogers Anderson, Williamson County Mayor

\_\_\_\_\_  
Date

Resolution No. 6-24-29  
Requested by: County Mayor

FILED 5/24/24  
ENTERED 4:25 p.m.  
JEFF WHIDBY, COUNTY CLERK *JW*

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO A LEASE AGREEMENT WITH PREMIERE MARKETING, INC.**

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

**WHEREAS,** Williamson County owns improved real property located at 300 Beasley Drive, Unit 101, Franklin, Tennessee, and being certain property identified on Tax Map 090B, Control Map 090G, Group C, Parcel 021.00, SI 002; and

**WHEREAS,** Premiere Marketing, Inc. has leased Unit 101 from Williamson County for the past twelve months and desires to continue to lease the unit from Williamson County for a term not to exceed one year; and

**WHEREAS,** finding it to be in the interest of the citizens of Williamson County, the Williamson County Board of Commissioners desires to grant the Williamson County Mayor the authority to enter into a lease agreement with Premiere Marketing, Inc.:

**NOW THEREFORE, BE IT RESOLVED,** that the Board of Commissioners, meeting in regular session this the 10<sup>th</sup> day of June, 2024, hereby authorizes the Williamson County Mayor to execute a lease agreement with Premiere Marketing, Inc., and any future amendments, addendums, and other documents for the lease of Unit 101 located at 300 Beasley Drive, Franklin, Tennessee and further identified on Tax Map 090B, Control Map 090G, Group C, Parcel 021.00, SI 002.

*PS*  
\_\_\_\_\_  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Property Committee      For   5   Against   0   Abstain   1    
Budget Committee        For   5   Against   0    
Commission Action Taken: For        Against        Pass        Out       

\_\_\_\_\_  
Jeff Whidby, County Clerk

\_\_\_\_\_  
Brian Beathard, Commission Chairman

\_\_\_\_\_  
Rogers C. Anderson, Williamson County Mayor

\_\_\_\_\_  
Date

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## LEASE AGREEMENT

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**THIS LEASE AGREEMENT** (the "**Lease**") is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between **WILLIAMSON COUNTY, TENNESSEE**, a governmental entity of the State of Tennessee ("**Landlord**"), and **PREMIERE MARKETING, INC.**, a Tennessee for profit corporation ("**Tenant**"), regarding the lease of Unit 101 of the Beasley Drive Industrial Condominiums located at 300 Beasley Drive, Franklin, Tennessee.

WITNESSETH:

1. **Location.** Landlord owns improved real property located at 300 Beasley Drive, Unit 101, Franklin, Tennessee, and being certain property identified on **Tax Map 090B, Control Map 090G, Group C, Parcel 021.00, SI 002**, in the records of the Williamson County Property Assessor (individually, the "**Land**" and "**Building**"; collectively, the Land and Building are herein called the "**Property**"). Tenant accepts the Leased Premises "as is." Landlord covenants and warrants that Landlord is the true and lawful owner of the Property and has full power to let and lease the Leased Premises. Included as part of the Leased Premises are the "**Common Areas**" which consist of those areas of the Property (other than the interior areas of the Leased Premises) available for the common use of occupants of the Property, including, but not limited to, the parking lots, driveways, walkways, landscaped areas, landscaping, lighting, curbing, signage, utility lines and drainage areas, any and all amenity improvements constructed on the Property, and other facilities and areas available for the common use by or for the common benefit of tenants and/or their visitors or invitees.

2. **Description.** Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord Unit 101 of the Beasley Drive Industrial Condominiums located in Franklin, TN, as established and described in a Master Deed & Declaration of Covenants, Conditions and Restrictions recorded in Book 5596, Page 216, Register's Office for Williamson County, Tennessee, and consisting of approximately twelve thousand three hundred (12,300) square feet and specifically identified on **Schedule "2"** ("**Leased Premises**"). Throughout the Term of this Lease, Tenant shall have the non-exclusive right to use the Common Area. In order to prevent the dedication of the Common Area to the public, Landlord shall have the right to close them from time to time, as it may determine advisable in its sole discretion. Except as provided by this Lease, Tenant agrees that it shall have no ownership interest in the Leased Premises, including but not limited to, the Property, furniture, equipment, or supplies that are owned or leased by Williamson County.

3. **Term.** The Term of this Lease shall be for one (1) year, unless terminated earlier as provided herein, and shall begin on the 1<sup>st</sup> day of July, 2024 (the "**Commencement Date**") and shall end at 12:00 a.m. CDT on the 30<sup>th</sup> day of June, 2025 (the "**Expiration Date**") with such rights of termination as are hereinafter expressly set forth (the "**Term**"). This Lease may be extended for three (3) additional one (1) year terms at the Landlord's complete discretion. Any extension shall be conducted upon written agreement of the parties.

4. **Rent.**

A. **Base Rent.** The Tenant shall pay, and Landlord shall accept as annual rent, ONE HUNDRED TWENTY-SIX THOUSAND SIX HUNDRED NINETY and 00/100 DOLLARS (\$126,690.00) divided into twelve (12) equal monthly installments of TEN THOUSAND FIVE HUNDRED FIFTY-SEVEN and 50/100 Dollars (\$10,557.50) (the "**Base Rent**"). The first Base Rent payment is due on July 1, 2024. All Base Rent payments are due in advance on the 1<sup>st</sup> day of each month during the Term, payable to the Landlord at the address listed in **Section 32** below or to such other address as the Landlord may designate by a notice in writing. Tenant will timely pay all Rent without any deduction or setoff. This covenant to pay Rent is independent of all other covenants under this Lease. In addition to the Rent, Tenant shall be responsible for all costs associated with Tenant's use of the Leased Premises.

B. **Additional Rent:** All charges, costs, and sums required to be paid by Tenant under this Lease in addition to Base Rent, including but not limited to Utility Services, and any services and obligations set forth herein shall be deemed "**Additional Rent**." Base Rent and Additional Rent shall collectively be referred to as "**Rent**". Landlord and Tenant agree that Tenant shall reimburse Landlord for all Additional Rent, as provided in this Lease. The Additional Rent shall be paid by Tenant within five (5) days after receipt of an invoice from Landlord for the Additional Rent.

C. **Late Payments:** Any payment of Rent received by Landlord more than ten (10) days after the due date shall be subject to a late payment charge equal to six percent (6.0%) of the delinquent payment. Acceptance by Landlord of

said late fee shall not waive or release any other rights or remedies to which Landlord may be entitled on account of such late payment.

**D. Single Meter Utility Services:** For any Utility Services that are provided through a single meter to the Building, Tenant shall pay its Proportionate Share of any Utility Service bills to Landlord, which amount shall be the total amount of each single meter utility bill multiplied by the Proportionate Share. The Proportionate Share shall be the percentage equal to a fraction in which the numerator is the square feet of the Leased Premises and the denominator is the square feet of the Building. It is agreed that the Leased Premises (occupied by Tenant) consists of twenty-four and one half percent (24.5%) ("**Proportionate Share**") of the square feet in the Building (9,300 sq. ft./37,918sq.ft. = 24.5%).

**5. Possession.** Tenant shall be entitled to possession on the Commencement Date and shall yield possession to the Landlord on the Expiration Date, unless terminated earlier by the Landlord or Tenant. Prior to termination or expiration of the Lease, Tenant shall remove all Personal Property owned by the Tenant and peaceably yield possession of the Leased Premises to Landlord. So long as Tenant is not in default in the performance of its covenants, agreements, and obligations under this Lease, Tenant shall be entitled to peaceful possession and quiet enjoyment of the Leased Premises during the Term of this Lease.

**6. Use and Waste.**

**A.** Tenant shall use the Leased Premises for the shipping and distribution of items - primarily autographed books ("**Use**"). Tenant shall not use the Lease Premises in a manner that prevents or inhibits other tenant's use or quiet enjoyment of the Property. Tenant will not and warrants that its officers, employees, volunteers, agents, or anyone acting on behalf of Tenant will not make or suffer any unlawful, improper, or offensive use of the Leased Premises or any area of the Property, or any use or occupancy thereof contrary to any law of the State or any ordinance of Williamson County or the City of Franklin, or which is injurious to any person or property, or which endangers or affects any insurance covering the Property or to increase the premium thereof.

**B. No Waste of Leased Premises.** Tenant will not damage or commit waste of the Leased Premises. Tenant will pay to Landlord, upon demand, the cost of repairs to the Leased Premises, to the extent that the repairs exceed repairs that would be necessary due to ordinary wear and tear.

**7. Services and Utilities.** Tenant shall be responsible for the provision and furnishing, during the term of this Lease at Tenant's cost, janitorial services and paper products for all areas of the Leased Premises and outside the Leased Premises. Tenant shall ensure trash containers in the Leased Premises are periodically emptied and swept or vacuumed on an as needed basis. Tenant will be responsible for removing the trash from the Property. Tenant shall be responsible for obtaining and paying for all utilities, including but not limited to, water, gas, electricity, telephone, telecommunications data, and internet services provided to the Leased Premises (collectively, "**Utility Services**").

**8. No Liens.** Tenant shall take all necessary steps to ensure that no mechanic's or materialmen's liens are filed against the Leased Premises, or the Property as a result of any Tenant's obligations or transactions. If any mechanic's lien is filed, Tenant shall discharge the lien within ten (10) days thereafter, at Tenant's expense, by paying off the lien. Tenant shall not engage in any financing or any other transactions creating any mortgages, mechanic's or materialman's liens, or any other encumbrances or liens or claims of any kind upon the Leased Premises or other property owned or controlled by Landlord.

**9. Termination for Convenience.** Tenant has been notified of the County's intent to use the Property to provide services to the public. Either party may terminate this Lease at any time by giving written notice to the other party at least sixty (60) days prior to the date when such termination becomes effective. Upon the termination or expiration of this Lease, the obligations hereunder, except for any indemnification obligation, shall cease and be of no further effect.

**10. Termination for Cause.** See **Section 24** "Default" below.

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

**12. Inspection.** Landlord reserves the right to enter and inspect the Leased Premises with not less than twenty-four (24) hours' notice Monday through Friday 8 am to 5 pm or at any time the Leased Premises is being used by or on behalf of the Tenant to render services and make any necessary repairs to the Leased Premises for which it is obligated under this Lease. Landlord may enter the Leased Premises at any time should it determine an emergency exists, or to conduct needed repairs or for the provision of janitorial services if included in this Lease.

### **13. Alterations.**

**A.** Tenant may not make any additions, erections, installations, or other physical alterations to the Leased Premises without Landlord's prior consent.

**B.** Tenant is prohibited from changing or removing locks or hardware on any door in the Leased Premises unless prior written consent is obtained from Landlord.

**14. Obligation to Secure the Leased Premises.** Tenant agrees that it will be solely responsible for ensuring that all of Tenant's equipment, computers, supplies, and any other material or items will be secured in the Leased Premises. Landlord shall not be responsible for any loss or damage to any computers, equipment, documents, or other items owned, leased, or used by Tenant. No Personal Property, equipment, computers, supplies, or other material used or owned by Tenant shall be kept outside the Leased Premises. All Personal Property brought into the Leased Premises by Tenant, or by Tenant's employees or business visitors, shall be at the risk of Tenant only, and Landlord shall not be liable for theft or any damage occasioned by any act of other practices, or any other person. Landlord shall not at any time be liable for damage to any Personal Property in or upon the Leased Premises, which results from gas, smoke, water, rain, ice, or snow which issues or leaks from or forms upon any part of the Building, or from the pipes or plumbing work of the same, or from any other place whatsoever unless the damage is the result of Landlord's gross negligence or intentional tortious activity.

### **15. Surrender of Possession and Holdover.**

**A. Surrender.** Upon the termination or expiration of this Lease, Tenant will immediately remove Tenant's Personal Property from the Leased Premises and will peacefully and at once surrender possession of the Leased Premises to Landlord without further notice and in as good order and condition as when received by Tenant, reasonable use and wear thereof and damage by earthquake, fire, public calamity, the elements, act of God, or circumstances over which Tenant has no control or for which Landlord is responsible pursuant to this Lease excepted. Landlord shall not be responsible for any items, fixtures, equipment, material, or any other item owned or leased by Tenant which remains in the Leased Premises beyond the termination of this Lease. Tenant shall repair any injury or damage to the Leased Premises occasioned by the removal of Tenant's Personal Property and trade fixtures. Any property remaining in the Leased Premises or any property stored by Landlord which has not been claimed by Tenant within ten (10) days after the termination or expiration of this Lease shall be deemed abandoned by Tenant. At Landlord's option, Landlord may: (i) take possession of it and treat it as its own property and utilize it, or destroy it or otherwise dispose of it, or (ii) store it at Tenant's sole expense and risk. Tenant hereby waives any right to claim the value thereof or damages therefore. Tenant shall be liable to Landlord for: (i) the cost incurred by Landlord in disposing of or destroying the abandoned property and (ii) the cost of storing it if Landlord elects to store it for Tenant.

**"Personal Property"** for purposes of this Lease, includes but is not limited to, all equipment, improvements, furnishings, and/or other property now or hereafter installed or placed in or on the Leased Premises by and at the sole expense of Tenant, and which: (i) is removable without damage to the Leased Premises, and the Property, and (ii) is not a replacement of any property of Landlord, whether such replacement is made at Tenant's expense or otherwise.

**B. Holding Over.** In the event Tenant remains in possession of the Leased Premises after the termination or expiration of the Term, this Lease shall be automatically extended on a month to month basis, subject to thirty (30) days termination by either party, and Tenant shall pay Base Rent in the amount of two hundred percent (200%) of the Base Rent in effect at the time of the termination or expiration and otherwise on the terms and conditions herein specified, so far as applicable.

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

### **17. Repair and Maintenance.**

**A. Landlord.** Landlord will maintain the Common Area and the exterior of the Building in tenantable condition. Landlord shall be responsible for all structural and exterior repairs to the Leased Premises, including the walls, roof, imbedded plumbing, and imbedded electrical lines (specifically including keeping the roof free of leaks), gutters, and downspouts and sub-floors during the Term. Landlord shall also be responsible for all interior repairs to the Leased

Premises, including the walls, floors, lights, electrical & plumbing WITHIN THE INTERIOR WALLS and the HVAC, exclusively serving the Leased Premises, but Landlord is not responsible for repairs to damage caused by Tenant, as set forth in Section 17.C & D below.

**B. Tenant.** Tenant shall be responsible for all general maintenance within the Leased Premises, which shall include, but not be limited to the following non-exclusive list:

Hanging pictures, patching walls, general wall repair, moving office furniture, repairing leaking faucet, unclogging clogged toilets, sticking doors, loose screws, slamming doors, replacing light bulbs, replace light switches, adjusting the temperature of the Leased Premises, replacing ceiling tiles, removing bugs in lights, replacing or repairing toilet seats, replacing or repairing broken soap dispenser, etc.

**C. Repair of Damage Caused by Tenant.** Except as otherwise expressly provided in this Lease, all injury, breakage, and damage to the Property or the Leased Premises, caused by any act or omission of Tenant or its employees, agents, or invitees shall be repaired by and at the sole expense of Tenant, except Landlord shall have the right, at its option, to make such repairs and to charge Tenant for all costs and expenses incurred in connection therewith as Additional Rent payable within ten (10) days after the rendering of a bill therefor. Tenant shall notify Landlord promptly of any injury, breakage, or damage to the Property, or the Leased Premises caused by Tenant or its employees, agents, or invitees. Tenant hereby agrees to indemnify and hold Landlord harmless from and against all costs, damages, claims, liabilities, and expenses, including attorneys' fees, suffered by or claimed against Landlord, directly or indirectly, based on, arising out of, or resulting from: (i) Tenant's use and occupancy of the Leased Premises or the business conducted by Tenant therein or Tenant's presence in and on the Property, (ii) any act or omission of Tenant or its employees, agents, or invitees, and (iii) any breach or default by Tenant in the observance or performance of its covenants and obligations under this Lease.

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

#### **18. Indemnification; Limitation of Liability.**

**A.** Landlord shall not be liable for any loss, damage, or injury to persons or property occurring, regardless of cause, within the Leased Premises, and Tenant shall indemnify and hold Landlord harmless from any and all such injuries and damages, and shall defend any claims or legal action arising therefrom, and pay all judgments resulting therefrom and shall reimburse Landlord for all costs and expenses, including attorney's fees, paid or incurred by Landlord as a result, either indirectly or directly of the Tenant's use of the Leased Premises. However, this indemnity shall not apply to any loss or injury resulting from the gross negligence or willful misconduct of the Landlord, its employees, or agents; however, in no event shall Landlord be liable for consequential damages.

**B.** It is expressly understood and agreed that the total liability of Landlord arising out of or in connection with this Lease, the relationship of Landlord and Tenant hereunder and/or use of the Leased Premises by Tenant or its employees, agents, or invitees, shall be limited to the smaller amount of 1) the equity of Landlord in the Building or 2) the Tennessee Governmental Tort Liability Act. No other property or assets of Landlord shall be subject to levy, execution, or other enforcement proceedings or other judicial process for the satisfaction of any judgment or any other right or remedy of Tenant arising out of or in connection with this Lease, the relationship of Landlord and Tenant hereunder and/or Tenant's use of the Leased Premises.

**19. Insurance.** Without limiting its liability under this Lease, Tenant will procure and maintain at Tenant's expense during the Term, all applicable insurance types and in the minimum amounts stated as follows:

- A. General Liability** – Must be on an Occurrence Form, Claims Made is Not Acceptable, and will include:
- (i) Per Occurrence limit of not less than \$ 1,000,000
  - (ii) General Aggregate will not be less than \$ 1,000,000
  - (iii) Medical Expense Limit will not be less than \$ 5,000 on any one person.
  - (iv) Completed Operations, including on-going operations in favor of the Additional Insured
  - (v) Contractual Liability
  - (vi) Personal Injury



**B. Umbrella Excess Liability**

- (i) \$ 1,000,000 over primary insurance

**C. Workers Compensation**

- (i) State: Statutory
- (ii) Employer's Liability:
  - \$ 1,000,000 per Accident
  - \$ 1,000,000 Disease, Policy Limit
  - \$ 1,000,000 Disease Each Employee

**D. Leased Premises Coverage.** Tenant shall carry and maintain a policy or policies of property insurance in the name of Tenant covering the Leased Premises by providing protection against acts of Tenant, its members, manager, employees, agents, or invitees, and shall include all perils within the classification of fire, extended coverage, vandalism, malicious mischief, special extended peril, (all risk) and sprinkler leakage, in an amount equal to at least one hundred percent (100%) of the replacement cost thereof from time to time (including, without limitation, cost of debris removal), with an agreed amount endorsement, and providing protection against loss of income and extra expense. Any proceeds from such insurance shall be used for the repair or replacement of the property damaged or destroyed unless this Lease is terminated pursuant to the provisions hereof. If the Leased Premises are not repaired or restored following damage or destruction, Landlord shall receive any proceeds from such insurance.

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

**20. Health, Safety and Requirements of Law.**

**A.** Tenant shall, at Tenant's own expense, comply with all laws and ordinances, and all orders, rules, and regulations of all governmental authorities and of all insurance bodies and their fire prevention engineers at any time in force, applicable to the Leased Premises or to Tenant's particular use or manner of use of it, except that Tenant shall not be under any obligation to comply with any law, ordinance, rule, or regulation requiring any structural alteration of or in connection with the Leased Premises, unless the alteration is required by reason of Tenant's particular use or manner of use of the Leased Premises, or a condition which has been created by or at the sufferance of Tenant, or is required by reason of a breach of any of Tenant's covenants and agreements.

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

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

**21. Hazardous Materials.**

**A. General Prohibition.** Tenant and its employees, agents, or contractors (collectively "**Tenant Agents**") did not during its prior lease of the Leased Premises and shall not during the Term of this Lease cause or permit any Hazardous Material to be generated, produced, brought upon, used, stored, treated, discharged, released, spilled, or disposed of on, in, under, or about the Leased Premises, or the Property by Tenant or Tenant's Agents or any material or item that in the reasonable judgment of the Williamson County Property Manager might be dangerous to persons or property or otherwise incompatible with the structure, systems, and furnishings of the Leased Premises; provided, however, in no event shall Tenant be liable for Hazardous Materials located in, on, about, or adjacent to the Property and the Leased Premises prior to the Lease



Commencement Date, except to the extent that any condition or circumstance is a result of Tenant or Tenant Agents' actions, omissions, events, or circumstances or if resulting therefrom is exacerbated by Tenant or Tenant Agents. Tenant shall indemnify, defend, and hold Landlord, Landlord's managing agent, and all Mortgagees, including but not limited to those persons and entities holding such bonds, mortgages, deeds of trust, and similar security instruments, harmless from and against any and all actions (including, without limitation, remedial or enforcement actions of any kind, administrative or judicial proceedings, and orders or judgments arising out of or resulting therefrom), costs, claims, damages (including without limitation, attorneys', consultants', and experts' fees, court costs and amount paid in settlement of any claims or actions), fines, forfeitures, or other civil, administrative, or criminal penalties, injunctive or other relief (whether or not based upon personal injury, property damage, or contamination of, or adverse effects upon, the environment, water tables or natural resources), liabilities or losses arising from a breach of this prohibition by Tenant or Tenant's Agents.

**B. Notice.** In the event that Hazardous Materials are discovered upon, in, or under the Property, and any governmental agency or entity having jurisdiction over the Property requires the removal of such Hazardous Materials, Tenant shall be responsible for removing those Hazardous Materials arising out of or related to the use or occupancy of the Property by Tenant or Tenant's Agents but not those of its predecessors. Notwithstanding the foregoing, Tenant shall not take any remedial action in or about the Property or any portion thereof without first notifying Landlord of Tenant's intention to do so and affording Landlord the opportunity to protect Landlord's interest with respect thereto. Tenant immediately shall notify Landlord in writing of: (i) any spill, release, discharge or disposal of any Hazardous Material in, on or under the Property or any portion thereof; (ii) any enforcement, cleanup, removal or other governmental or regulatory action instituted, contemplated, or threatened (if Tenant has notice thereof) pursuant to any laws respecting Hazardous Materials; (iii) any claim made or threatened by any person against Tenant or the Property or any portion thereof relating to damage, contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Materials; and (iv) any reports made to any governmental agency or entity arising out of or in connection with any Hazardous Materials in, on under or about or removed from the Property or any portion thereof, including any complaints, notices, warnings, reports or asserted violations in connection therewith. Tenant also shall supply to Landlord as promptly as possible, and in any event within five (5) business days after Tenant first receives or sends the same, copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Leased Premises, the Property or Tenant's use or occupancy thereof.

**C. Landlord's Obligations:** In the event that Landlord receives written notice from a governmental agency of the presence of Hazardous Materials in or on the Leased Premises or in or on any of the Common Areas, which are utilized by Tenant in a quantity and of a nature that violates any applicable laws and that were not introduced to the Property or Leased Premises by or on behalf of Tenant or Tenant Agents, Landlord shall take such action, if any, as may be required to comply with such laws or governmental regulations; provided, however, that Landlord shall have the right to contest any such notice of violation, in which case Landlord's obligation to cure shall not arise until after the final adjudication of the validity of the violation notice.

**D. Survival.** The respective rights and obligations of Landlord and Tenant under this **Section 21** shall survive the expiration or earlier termination of this Lease.

**E. Hazardous Material.** As used in this Lease, "**Hazardous Materials**" means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including any substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "infectious wastes", "hazardous materials" or "toxic substances" now or subsequently regulated under any Laws, including, without limitation, oil, petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCBs and similar compounds, and including any different products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons. Hazardous substances, wastes or materials shall include those which are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 USC § 9601 *et seq*; the Resource Conservation and Recovery Act, as amended, 42 USC § 6901 *et seq*; the Toxic Substances Control Act, as amended, 15 USC § 2601 *et seq*; the Tennessee Hazardous Waste Management Act of 1983 at T.C.A. §§68-46-201 *et seq.*, and as further set forth in any state or local laws and ordinances, and their corresponding regulations.

**22. Employment Practices.** Tenant shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal, or laying-off of any individual due to race, creed, color, national origin, age, sex or which is in violation of applicable laws concerning the employment of individuals with disabilities. Tenant warrants and agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the provision of services or in the employment practices of Tenant on the grounds of handicap or disability,

age, race, color, religion, sex, national origin, or any other classification protected by Federal or State constitution or statutory law.

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

**24. Default.**

**A. Tenant's Default.** Tenant is in default under the terms of this Lease if: (i) Tenant defaults in the payment of Rent, or other amounts required when due; or (ii) if Tenant defaults in performing any of its other covenants, agreements or obligations under this Lease and fails to cure the default within thirty (30) days after receiving written notice of default by Landlord, or if such default will reasonably take more than thirty (30) days to cure, and Tenant has not commenced steps to cure such default within thirty (30) days and is not diligently pursuing such cure; or (iii) if Tenant is adjudicated bankrupt; or (iv) if a receiver is appointed for Tenant's property; or (v) if, whether voluntarily or involuntarily, Tenant takes advantage of any debtor relief proceedings under any present or future law; or (vi) if Tenant makes an assignment for benefit of creditors; or (vii) if any property of Tenant should be levied upon or attached under process against Tenant; or (viii) if a final judgment is rendered against Tenant and remains unpaid for thirty (30) days; or (ix) if Tenant causes a lien to be placed against the Leased Premises or the Property in violation of **Section 8** herein; or (x) if the Leased Premises is abandoned by Tenant during the Term or is vacant for more than ten (10) consecutive days during the Term (unless the vacancy is caused by damage to the Leased Premises or Property).

**B. Landlord's Default.** Landlord is in default under the terms of this Lease if it makes: (i) Intentional misrepresentations during the negotiation, execution, or Term of this Lease, regarding the Building or known conditions therein; or (ii) Any other material breach of the terms of this Lease by Landlord which is not adequately remedied within thirty (30) days of the date Landlord receives written notice from Tenant, which sets forth the specific breach, or if such default will reasonably take more than thirty (30) days to cure, and Landlord has not commenced steps to cure such default within thirty (30) days and is not diligently pursuing such cure.

**C. Remedies upon Default.**

**(i) Landlord's Remedies.** Upon Tenant's default pursuant to subparagraph (A) above, Landlord, at its option, may immediately terminate this Lease by written notice to Tenant, and Tenant shall immediately surrender possession of the Leased Premises to Landlord, and Landlord may immediately, and without further notice, or at any time thereafter, re-enter the Leased Premises and remove all persons and all or any property, by any suitable action or proceeding at law, or by force or otherwise, without being liable for any prosecution or damages, and repossess the Leased Premises. Landlord may, at its option, repair, alter, remodel, or change the character of the Leased Premises as it may deem appropriate. Landlord shall further be entitled to recover from and obtain judgment against Tenant for the amount of all loss and damage which Landlord may suffer by reason of the termination of this Lease, including an amount equal to the balance of the then current Rent due for the remainder of the Term, together with all other direct and consequential damages, including all costs and expenses incurred by Landlord in reletting or attempting to relet the Leased Premises, and reasonable attorney's fees and court costs, and to pursue any other remedies available to Landlord under Tennessee law. If Tenant breaches any of the provisions of this Lease, Landlord shall be entitled to obtain specific performance, and shall be further entitled to obtain any other remedies which it may have at law or equity.

**(ii) Tenant's Remedies.** Upon Landlord's default of this Lease pursuant to subparagraph (B) above, Tenant may, in its sole discretion, terminate this Lease by written notice to Landlord.

**D. Waiver of Notice.** Tenant expressly waives the service of any notice of intention to reenter or of the institution of legal proceedings to that end, and Tenant on behalf of itself and all persons claiming under Tenant, including any assignee or creditor of Tenant, also waives any right of redemption or reentry or repossession or to restore the operation of this Lease in case Tenant shall be dispossessed by summary proceedings or otherwise or in case of reentry or repossession by Landlord,

or in case of any expiration or termination of this Lease in accordance with its terms. The terms "enter," "entry," "reentry," and "reenter," as used in this Lease, are not restricted to their technical legal meaning.

**25. Appropriations.** All terms and conditions of this Lease are made subject to the approval and continued appropriations by the Williamson County Board of Commissioners.

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

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

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

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

**28. Codes.** The Tenant shall maintain the Leased Premises in accordance with all fire, building, and life safety codes and The Americans with Disabilities Act.

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

**30. Modifications to Lease.** If any of Landlord's insurance carriers or any Mortgagee requests modifications to this Lease, then Tenant shall execute a written amendment incorporating such requested modifications within thirty (30) days after the same has been submitted to Tenant by Landlord, provided that such modifications do not materially adversely affect Tenant's use of the Leased Premises as herein permitted or increase the rentals and other sums payable by Tenant hereunder. In the event that Tenant refuses or fails to execute such amendment within fifteen (15) days after Landlord's delivery of same to Tenant, then Landlord shall have the right, at its sole option, in addition to Landlord's other remedies for default, to terminate and cancel this Lease by written notice to Tenant specifying the date on which this Lease will terminate. From and after said termination date, both Landlord and Tenant shall be relieved of any and all further obligations hereunder, except liabilities arising prior to the date of termination.

**31. Transfer by Landlord.** Landlord (and any successor or affiliate of Landlord) may freely sell, assign, or transfer all or any portion of its interest in this Lease or the Leased Premises, the Building, or the Land and, in the event of any such sale, assignment or transfer, shall be relieved of any and all obligations under this Lease from and after the date of the sale, assignment, or transfer. From and after said date, Tenant shall be bound to such purchaser, assignee, or other transferee, as the case may be, as though the latter had been the original Landlord hereunder, provided that the purchaser, assignee, or transferee agrees to assume the obligations of Landlord hereunder.

**32. Notice.**

**A. Delivery.** Except as otherwise provided herein, any notice or other communication between the parties



I. **No Recordation.** Tenant shall not record or attempt to record this Lease or any memorandum hereof in any public records without the prior written approval of Landlord, which may be denied in Landlord's sole and absolute discretion. In the event that Landlord grants its approval to record this Lease or a memorandum hereof, Tenant shall pay all recordation fees, taxes and charges in connection with such recordation.

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

Landlord:  
**WILLIAMSON COUNTY, TENNESSEE**

Tenant:  
**PREMIERE MARKETING, INC.**

By: \_\_\_\_\_  
Rogers Anderson, Williamson County Mayor

By: \_\_\_\_\_

By: \_\_\_\_\_  
Jim Ruhl, Risk Manager

Name: \_\_\_\_\_

By: \_\_\_\_\_  
Kevin Benson, Property Manager


Title: \_\_\_\_\_

By: \_\_\_\_\_  
Williamson County Attorney for Form

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO EXECUTE A  
LICENSE AGREEMENT WITH MID-CUMBERLAND MEALS ON WHEELS FOR  
USE OF SPACE IN THE FAIRVIEW RECREATION CENTER**

- WHEREAS,** Williamson County, Tennessee ("County") is a governmental entity of the State of Tennessee and, as such, is authorized by Tennessee Code Annotated, Section 7-51-901 et. seq. to enter into agreements for the use of Williamson County owned property upon such terms as the Board of Commissioners deems appropriate; and
- WHEREAS,** Williamson County owns real property commonly referenced as the Williamson County Fairview Recreation Center located at 2714 Fairview Blvd., Fairview, Tennessee which is undergoing renovations; and
- WHEREAS,** Mid-Cumberland Meals on Wheels is a non-profit entity that provides meals to homebound seniors; and
- WHEREAS,** Mid-Cumberland Meals on Wheels previously used space in the Fairview Recreation Center; and
- WHEREAS,** the renovations include a new area that can be used by Mid-Cumberland Meals on Wheels to compile the meals and Mid-Cumberland Meals on Wheels has requested use of the space for a period not to exceed five (5) years or longer; and
- WHEREAS,** the Williamson County Board of Commissioners finds it in the interest of the citizens of Williamson County to enter into a license agreement with Mid-Cumberland Meals on Wheels for use of space in the Fairview Recreation Center to continue to provide meals to homebound seniors:

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session this the 10<sup>th</sup> day of June, 2024, authorizes the Williamson County Mayor to execute the license agreement with Mid-Cumberland Meals on Wheels, as well as all other related documents necessary to license the use of space in the Fairview Recreation Center to provide meals to homebound senior citizens.

  
\_\_\_\_\_  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Property Committee	For <u>5</u>	Against <u>0</u>	Pass <u>    </u>	Out <u>    </u>
Parks and Recreation Committee	For <u>    </u>	Against <u>    </u>	Pas <u>    </u>	Out <u>    </u>
Budget Committee	For <u>5</u>	Against <u>0</u>	Pass <u>    </u>	Out <u>    </u>
Commission Action Taken:	For <u>    </u>	Against <u>    </u>	Pass <u>    </u>	Out <u>    </u>

\_\_\_\_\_  
Jeff Whidby, County Clerk

\_\_\_\_\_  
Brian Beathard, Commission Chairman

\_\_\_\_\_  
Rogers Anderson, Williamson County Mayor

\_\_\_\_\_  
Date

**NONEXCLUSIVE LICENSE AGREEMENT**  
**USE OF SPACE FOR CHARITABLE PURPOSE**

THIS NONEXCLUSIVE LICENSE AGREEMENT ("Agreement") is made by and between WILLIAMSON COUNTY, TENNESSEE ("County"), a county governmental entity of the State of Tennessee, and MID-CUMBERLAND MEALS ON WHEELS, a non-profit entity ("User"), for use of space in the Williamson County Fairview Recreation Center ("Facility") which is located at 2714 Fairview Blvd., Fairview, Tennessee.

1. PREMISES.

A. County grants a non-exclusive revocable license to User and User accepts from County a portion of the Facility ("Premises") which is further described as specified in Exhibit A attached and made a part hereof. User accepts the Premises in "as is" condition. User acknowledges it has conducted a physical inspection of the Premises and accepts the same without representation or warranty, in fact or by law, by County. User shall not use nor shall User have any rights to use the Premises or any part of the Premises until User has paid the initial payment and annual payment as provided in Section 3 of this Agreement.

B. The Premises, including all portions thereof and all equipment provided for User's use, are provided "as is." County makes no representations, warranties, or guarantees, express or implied, including, without limitation, the warranty of merchantability and the warranty of fitness for a particular purpose, relating to the Premises, equipment or to User's use thereof. County makes no guarantee or representation that any particular equipment located in the Premises will be available for User's use at any particular time. User shall be responsible for any damage, injury, or loss, including personal injury and property damage, resulting from the improper use or cleaning of any equipment comprising the Premises by User and/or its employees, volunteers, and agents. After each use, and prior to User's departure, User will restore to a clean and sanitary condition any portion of the Premises used by User, including, without limitation, any floors, sinks, equipment, pots, pans, utensils, storage areas, and work surfaces.

C. User shall immediately notify County of the following:

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

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

E. User shall at all times maintain proper food handling and safe use of the equipment comprising the Premises in compliance with applicable provisions of this Section, this Agreement, and applicable law.

2. TERM. The initial term of this Agreement shall commence on July 1, 2024 conditioned on User paying the initial rental rate of Four Thousand Five Hundred and 00/100 Dollars (\$4,500.00) and shall end on June 30,

2025 with such rights of termination as are hereinafter expressly set forth. This Agreement may be extended for four (4) additional terms of one (1) year each, for a total period of less than five (5) years. In no event shall the total term of this Agreement extend beyond June 30, 2029. Renewals shall be exercised prior to the expiration of the term at the discretion of County. To be effective, amendment to extend this Agreement shall be approved for form by the Williamson County Attorney's Office and the Williamson County Department of Finance and signed by the Williamson County Mayor.

3. FEE. User shall pay County an initial annual rental rate of Four Thousand Five Hundred and 00/100 Dollars (\$4,500.00) and the annual payment of One Hundred and 00/100 Dollars (\$100.00) to be paid in one payment due within thirty (30) days of signing this Agreement. For each subsequent annual extension, User shall pay County a fee of One Hundred and 00/100 Dollars (\$100.00) per year in addition to the annual rental rate, payable in one annual installment. In addition to the annual rental rate, User shall be responsible for all Users' costs associated with use of the Premises unless otherwise specified herein.

4. GENERAL USE. User shall use the Premises for its non-profit activities and in a manner that does not prevent or inhibit other uses or quiet enjoyment of the Facility. User will not make or suffer any unlawful, improper, or offensive use of the Premises or any area of the Facility, or any use or occupancy thereof contrary to any law of the state or any ordinance of Williamson County or the City of Fairview, or which shall be injurious to any person or property, or which shall be liable to endanger or affect any insurance on the property or to increase the premium thereof.

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

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

7. ASSIGNMENT AND SUBLETTING. This Agreement cannot be assigned or subleased by either party.

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

9. ALTERATIONS. No addition, erection, installation, or other physical alteration of the Premises shall be made without the prior approval of County.

10. REPAIR AND MAINTENANCE. Unless otherwise provided herein, County shall maintain the Premises and appurtenances which it provides in good repair and condition including, but not limited to, the maintenance and repair of the elevator, if any, plumbing, heating, electrical, air conditioning and ventilating equipment and fixtures to the end that all such facilities are kept in good operating condition by the parties except in case of damage arising from a willful or negligent act of User, User's agent, invitee, or employee.

11. INDEMNIFICATION. County shall not be liable for any loss, damage, or injury to persons or property occurring, regardless of cause, in or about the Premises, and to the degree permissible by applicable law. User shall indemnify and hold County harmless from any and all such injuries and damages and shall defend any claims or legal action arising therefrom, and pay all judgments resulting therefrom and shall reimburse County for all costs and expenses, including attorney's fees, paid or incurred by County as a result, either indirectly or



directly of User's use of the Premises. However, this indemnity shall not apply to any loss or injury resulting from the negligent acts of User, its employees, or agents.

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

13. **PERMITS.** User, so long as it continues to use the Premises, shall maintain in good standing all permits, licenses, and other regulatory permissions that might be required for the conduct of User's food preparation and/or processing business and of User's lawful use of the Premises.

14. **EMPLOYMENT PRACTICES.** User 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.

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

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

17. **SERVICES AND UTILITIES.** County shall be responsible for the provision and furnishing of utilities. At the conclusion of each day User shall clean the Premises including, but not limited to, the floors, counter tops, and kitchen equipment. In addition, User shall dispose of all trash in the dumpster at the conclusion of each day's use.

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

19. **HAZARDOUS MATERIAL.** User shall not bring upon the Facility any exhibit, equipment, material, item, or vehicle which is defined by any law or any codes as hazardous material or any material or item that in the sole judgment of the Williamson County Property Manager might be dangerous to persons or property or otherwise incompatible with the structure, systems, and furnishings of the Premises.

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

21. SERVICE ANIMALS. No animals are permitted on the Premises except for service animals that are specifically trained to perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability.

22. ASSUMPTION OF RESPONSIBILITY. User assumes full responsibility for all persons acting on behalf of or through User with respect to User's use of the Premises, including User's employees, agents, and invitees. County assumes responsibility for all persons acting by or under direction of County with respect to its obligations of this Agreement, including County's employees, agents, and invitees.

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

**COUNTY:**

Williamson County, Tennessee

**USER:**

Mid-Cumberland Meals on Wheels

\_\_\_\_\_  
Rogers Anderson, Williamson County Mayor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Phoebe Reilly, Budget Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Gordon Hampton, Parks & Recreation Director

\_\_\_\_\_  
Jim Ruhl, Risk Manager

\_\_\_\_\_  
Williamson County Attorney for Form

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO A LEASE AGREEMENT WITH WAVES, INCORPORATED FOR USE OF OFFICE SPACE IN FRANKLIN, TENNESSEE**

**WHEREAS,** Williamson County, Tennessee is a governmental entity of the State of Tennessee and, as such, is authorized by Tennessee Code Annotated, Sections 5-7-116 and 7-51-901 et seq. to lease Williamson County owned property upon such terms as the Board of Commissioners deems appropriate; and

**WHEREAS,** Williamson County owns improved real property located at 1405 Brookwood Avenue, Franklin, Tennessee; and

**WHEREAS,** Waves, Incorporated currently uses Office B of 1405 Brookwood Avenue, Franklin, Tennessee, through a lease agreement which cannot be renewed; and

**WHEREAS,** Waves, Incorporated has requested a new lease agreement to be executed to provide for an initial one (1) year term with four (4) options to extend to permit it to continue to occupy Office B of 1405 Brookwood Avenue, Franklin, Tennessee; and

**WHEREAS,** the Williamson County Board of Commissioners finds it in the interest of the citizens of Williamson County to enter into a lease agreement with Waves, Incorporated for the continued use of Office B of 1405 Brookwood Avenue, Franklin, Tennessee:

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session, this the 10<sup>th</sup> day of June, 2024, hereby authorizes the Williamson County Mayor to execute a lease agreement with Waves, Incorporated, as well as all other related documents necessary for it to continue to lease Office B of 1405 Brookwood Avenue, Franklin, Tennessee.

  
\_\_\_\_\_  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Property Committee	For <u>6</u>	Against <u>0</u>		
Budget Committee	For <u>5</u>	Against <u>0</u>		
Commission Action Taken:	For _____	Against _____	Pass _____	Out _____

\_\_\_\_\_  
Jeff Whidby, County Clerk

\_\_\_\_\_  
Brian Beathard, Commission Chairman

\_\_\_\_\_  
Rogers Anderson, Williamson County Mayor

\_\_\_\_\_  
Date

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into as of this the \_\_\_\_ day of \_\_\_\_\_, 2024, by and between **WILLIAMSON COUNTY, TENNESSEE**, a governmental entity of the State of Tennessee ("Owner"), and **WAVES INCORPORATED**, a nonprofit entity ("Tenant").

**WHEREAS**, Tenant is currently leasing Office B ("Leased Premises") in a building owned by Williamson County, Tennessee and located at 1405 Brookwood Ave., Franklin, Tennessee ("Facility"); and

**WHEREAS**, the current lease agreement provided the parties may agree to extend the lease agreement for four (4) additional one (1) year terms; and

**WHEREAS**, the parties have exhausted the ability to extend the current lease agreement but have agreed to this new Lease for the same rental rate and under the same material terms; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, and not withstanding any contrary provisions of the current lease agreement, Owner and Tenant agree as follows:

- 1. Location.** Owner hereby leases to Tenant the Leased Premises. Tenant accepts the Leased Premises "as is." Notwithstanding the foregoing, Owner covenants and warrants that Owner is the true and lawful owner of the Leased Premises and has full power to let and lease the Leased Premises.
- 2. Description.** The Leased Premises is Office B, the same office that Tenant is currently leasing in the Facility. This Lease includes nonexclusive use of the parking area located at the Facility. Except as provided by this Lease, Tenant agrees that it shall have no right to use or ownership interest in the Leased Premises, real property, Facility, furniture, equipment, or supplies that are owned or leased by Owner.
- 3. Term.** The initial term of this Lease shall be for one (1) year and shall commence on July 1, 2024 and shall end on June 30, 2025 with such rights of termination as are hereinafter expressly set forth. This Lease may be extended for four (4) additional terms of one (1) year each. In no event shall this Lease extend to or exceed five (5) years. Renewals shall be exercised prior to the expiration of the term in the discretion of Owner which shall be evidenced by a fully executed amendment. To be effective, amendments to extend this Lease shall be approved for form by the Williamson County Attorney's Office and the Williamson County Department of Finance and signed by the Williamson County Mayor.
- 4. Rental.** The monthly rental rate shall be payable in equal monthly payments of Nine Hundred Eighty-Six and 00/100 Dollars (\$986.00) due in advance on the 1<sup>st</sup> day of each month payable to Owner at the address listed below or to such other address as Owner may designate by a notice in writing. Rent payable hereunder for any period of time less than one (1) month shall be determined by prorating the monthly rental herein specified, based on the actual number of days in the month. In addition to the annual rental rate, Tenant shall be responsible for all costs associated with use of the Leased Premises.
- 5. Possession.** Tenant shall be entitled to possession on the first day of the term of this Lease and shall yield possession to Owner on the last day of this Lease, unless otherwise terminated by Owner or as agreed in writing by the parties to extend the term of this Lease. At the expiration of this Lease, Tenant shall remove all personal property owned or leased by Tenant and peaceably yield up the Leased Premises to Owner. Tenant shall be entitled to reasonable nonexclusive use of the parking area. So long as Tenant is not in default in the performance of its covenants, agreements, and obligations under this Lease, Tenant shall be entitled to peaceful possession and quiet enjoyment of the Leased Premises during the term of this Lease.
- 6. Use.** Tenant shall use the Leased Premises for its non-profit activities and in a manner that does not prevent or inhibit other tenant's use or quiet enjoyment of the Leased Premises. Tenant will not make or suffer any unlawful, improper, or offensive use of the Leased Premises or any area of the Leased Premises, or

any use or occupancy thereof contrary to any law of the State or any ordinance of Williamson County or any other applicable law, rule, code or ordinance, or which shall be injurious to any person or property, or which shall be liable to endanger or affect any insurance on the Leased Premises or to increase the premium thereof.

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

8. **No Liens.** Tenant shall take all necessary steps to ensure that no mechanic's or materialmen's liens are filed against the Leased Premises as a result of any of Tenant's obligations or transactions. If any mechanic's lien is filed, Tenant shall discharge the lien within ten (10) days thereafter, at Tenant's expense, by paying off the lien. Tenant shall not engage in any financing or any other transactions creating any mortgages, mechanic's or materialman's liens, or any other encumbrances or liens or claims of any kind upon the Leased Premises or other property owned or controlled by Owner.

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

10. **Termination for Cause.**

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

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

11. **Notice.**

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

**B. Receipt.** Communications shall be deemed received, if by mail, on the earlier of receipt or the third calendar day after deposit in the mail with postage prepaid; if by courier, when delivered as evidenced by the courier's records; if by facsimile, upon confirmation of receipt by the sending telecopier; and if by electronic mail, when first available on the recipient's mail server. If received on a day other than a business day, or on a business day but after 4:30 p.m., recipient's local time, the communication will be deemed received at 9:00 a.m. the next business day.

C. Addresses.

- i. Owner: Williamson County, Tennessee  
Williamson County Mayor's Office  
1320 West Main Street, Suite 125  
Franklin, Tennessee 37064
  
- ii. Tenant: Waves, Incorporated  
1405 Brookwood Avenue, #B  
Franklin, Tennessee 37064

12. **Assignment and Subletting.** This Lease cannot be assigned or subleased by Tenant without the express written consent of Owner.

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

14. **Alterations.**

- A. No addition, erection, installation, or other physical alteration of the Leased Premises shall be made without the prior approval of Owner. Prior to making any changes to the Leased Premises, Tenant shall submit to Owner plans and layouts of such decorations or installations for approval by Owner. All approvals will be granted or denied in Owner's sole discretion which shall not be unreasonably withheld. Tenant shall remain solely responsible for obtaining all other approvals and permits from any other governmental entity under any existing fire regulations or other laws or regulations.
- B. In the event Owner approves of any addition, erection, installation, or other physical alteration, Tenant bears the sole responsibility and cost of restoring the Leased Premises to the same or better condition in which Tenant first accepted the Leased Premises.
- C. Tenant is prohibited from changing or removing locks or hardware on any door in the Leased Premises unless prior written consent is obtained by Owner.

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

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

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

18. **Repair and Maintenance.** During the Lease term, Owner shall maintain the Leased Premises and appurtenances which it provides in good repair and condition including, but not limited to, the maintenance and repair of the elevator, if any, plumbing, heating, electrical, air conditioning and ventilating equipment and fixtures to the end that all such facilities are kept in good operating condition by the parties except in case of

damage arising from a willful or negligent act of Tenant, Tenant's agent, invitee, or employee. In case Owner, after notice in writing from Tenant requiring Owner to comply with the requirements of this paragraph in regard to a specified condition, shall fail, refuse, or neglect to comply therewith within thirty (30) days of receipt of the notice, or in the event of an emergency constituting a hazard to the health or safety of Tenant's employees, property, or invitees, Tenant may perform such maintenance or make such repair at its own cost and may deduct the amount thereof from the rent that may then be or thereafter become due hereunder.

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

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

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

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

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

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

25. **Appropriations.** All terms and conditions of this Lease are made subject to the continued appropriations by the appropriate Legislative Body.

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

Premises as is reasonably possible. In the event such casualty shall render more than ten percent (10%) of such floor space unusable but not constitute total destruction in Owner's sole opinion, Owner shall forthwith give notice to Tenant of the specific number of days required to repair the same. If Owner under such circumstances shall not give such notice within thirty (30) calendar days after such destruction, or if such notice shall specify that such necessary repairs will require more than ninety (90) days to complete from date such notice is given, Tenant, in either such event, at its option, may terminate this Lease or, upon notice to Owner, may elect to undertake the necessary repairs itself, deducting the cost thereof from the rental to become due under this Lease. Repairs may only be conducted by Tenant after written authorization is granted by Owner. In the event Tenant remains in possession of the Leased Premises though partially destroyed, the rental as herein provided shall be reduced by the same ratio as the net square feet Tenant is thus precluded from occupying bears to the total net square feet in the Leased Premises. "Net square feet" shall mean actual inside dimensions and shall not include public corridors, stairwells, elevators, and restrooms.

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

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

29. **Health and Safety.**

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

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

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

31. **Hazardous Material.** Owner shall not bring upon the Leased Premises any exhibit, equipment, material, item, or vehicle which is defined by any law or any codes as hazardous material or any material or item that in the sole judgment of the Williamson County Property Manager might be dangerous to persons or property or otherwise incompatible with the structure, systems, and furnishings of the Leased Premises.

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



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

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

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

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

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

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

**IN WITNESS WHEREOF**, the parties hereto have caused this Lease to be executed by their duly authorized representatives as of the date recorded above.

**OWNER:**  
WILLIAMSON COUNTY, TENNESSEE

**TENANT:**  
WAVES, INCORPORATED

By: \_\_\_\_\_  
Rogers Anderson, Williamson County Mayor

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Kevin Benson, Property Manager

By: \_\_\_\_\_  
Name/Title

By: \_\_\_\_\_  
Jim Ruhl, Risk Manager

By: \_\_\_\_\_  
Williamson County Attorney for Form

Williamson County\Agts\Real Property Agts\LEASES\NONPROFIT LEASES\Waves Incorporated\Franklin\2024\2024.05.21 Lease Agt-Waves - Franklin -K24-331.doc

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR  
TO ENTER INTO A LEASE AGREEMENT WITH WAVES, INCORPORATED  
FOR USE OF OFFICE SPACE IN FAIRVIEW, TENNESSEE**

**WHEREAS,** Williamson County, Tennessee is a governmental entity of the State of Tennessee and, as such, is authorized by Tennessee Code Annotated, Sections 5-7-116 and 7-51-901 et seq. to lease Williamson County owned property upon such terms as the Board of Commissioners deems appropriate; and

**WHEREAS,** Williamson County owns improved real property located at 2714 Fairview Boulevard, Fairview, Tennessee;

**WHEREAS,** Waves, Incorporated currently uses Suite 213 of 2714 Fairview Boulevard, Fairview, Tennessee, through a lease agreement which cannot be renewed;

**WHEREAS,** Waves, Incorporated has requested a new lease agreement to be executed to provide for an initial one (1) year term with four (4) options to extend to permit it to continue to occupy Suite 213 of 2714 Fairview Boulevard, Fairview, Tennessee;

**WHEREAS,** the Williamson County Board of Commissioners finds it in the interest of the citizens of Williamson County to enter into a lease agreement with Waves, Incorporated for the continued use of Suite 213 of 2714 Fairview Boulevard, Fairview, Tennessee:

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session, this the 10<sup>th</sup> day of June, 2024, hereby authorizes the Williamson County Mayor to execute a lease agreement with Waves, Incorporated, as well as all other related documents necessary for it to continue to lease Suite 213 of 2714 Fairview Boulevard, Fairview, Tennessee.

  
\_\_\_\_\_  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Property Committee	For <u>6</u>	Against <u>0</u>		
Budget Committee	For <u>5</u>	Against <u>0</u>		
Commission Action Taken:	For _____	Against _____	Pass _____	Out _____

\_\_\_\_\_  
Jeff Whidby, County Clerk

\_\_\_\_\_  
Brian Beathard, Commission Chairman

\_\_\_\_\_  
Rogers Anderson, Williamson County Mayor

\_\_\_\_\_  
Date

## LEASE AGREEMENT

**THIS LEASE AGREEMENT** ("Lease") is entered into as of this the \_\_\_\_ day of \_\_\_\_\_, 2024, by and between **WILLIAMSON COUNTY, TENNESSEE**, a governmental entity of the State of Tennessee ("Owner"), and **WAVES INCORPORATED**, a nonprofit entity ("Tenant").

**WHEREAS**, Tenant is currently leasing Suite 213 ("Leased Premises") in a building owned by Williamson County, Tennessee located at 2714 Fairview Boulevard, Fairview, Tennessee ("Facility"); and

**WHEREAS**, the current lease agreement provided the parties may agree to extend the lease agreement for four (4) additional one (1) year terms; and

**WHEREAS**, the parties have exhausted the ability to extend the current lease agreement but have agreed to this new Lease for the same rental rate and under the same material terms; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, and not withstanding any contrary provisions of the current lease agreement, Owner and Tenant agree as follows:

- 1. Location.** Owner hereby leases to Tenant the Leased Premises. Tenant accepts the Leased Premises "as is." Notwithstanding the foregoing, Owner covenants and warrants that Owner is the true and lawful owner of the Leased Premises and has full power to let and lease the Leased Premises.
- 2. Description.** The Leased Premises is the same suite that Tenant is currently leasing, Suite 213, in Owner's Facility located at 2714 Fairview Blvd., Fairview, Tennessee. This Lease includes nonexclusive use of the parking area located at the Facility. Except as provided by this Lease, Tenant agrees that it shall have no right to use or ownership interest in the Leased Premises, real property, Facility, furniture, equipment, or supplies that are owned or leased by Owner.
- 3. Term.** The initial term of this Lease shall be for one (1) year and shall commence on July 1, 2024 and shall end on June 30, 2025 with such rights of termination as are hereinafter expressly set forth. This Lease may be extended for four (4) additional terms of one (1) year each. In no event shall this Lease extend to or exceed five (5) years. Renewals shall be exercised prior to the expiration of the term in the discretion of Owner which shall be evidenced by a fully executed amendment. To be effective, any amendment to extend this Lease shall be approved for form by the Williamson County Attorney's Office and the Williamson County Department of Finance and signed by the Williamson County Mayor.
- 4. Rental.** The annual rental rate shall be One and 00/100 dollars (\$1.00) payable in advance on the 1<sup>st</sup> day of August of each year payable to Owner at the address listed below or to such other address as Owner may designate by a notice in writing. In addition to the annual rental rate, Tenant shall be responsible for all costs associated with use of the Leased Premises. Rent shall be paid to Owner at the address specified in Paragraph 11, or to such other address as Owner may designate by a notice in writing.
- 5. Possession.** Tenant shall be entitled to possession on the first day of the term of this Lease and shall yield possession to Owner on the last day of this Lease, unless otherwise terminated by Owner or as agreed in writing by the parties to extend the term of this Lease. At the expiration of this Lease, Tenant shall remove all personal property owned or leased by Tenant and peaceably yield up the Leased Premises to Owner. Tenant shall be entitled to reasonable nonexclusive use of the parking area. So long as Tenant is not in default in the performance of its covenants, agreements, and obligations under this Lease, Tenant shall be entitled to peaceful possession and quiet enjoyment of the Leased Premises during the term of this Lease.
- 6. Use.** Tenant shall use the Leased Premises for its non-profit activities and in a manner that does not prevent or inhibit other tenants' use or quiet enjoyment of the Leased Premises. Tenant will not make or suffer any unlawful, improper, or offensive use of the Leased Premises or any area of the Leased Premises, or any use or occupancy thereof contrary to any law of the State or any ordinance of Williamson County or any

other applicable law, rule, code or ordinance, or which shall be injurious to any person or property, or which shall be liable to endanger or affect any insurance on the Leased Premises or to increase the premium thereof.

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

8. **No Liens.** Tenant shall take all necessary steps to ensure that no mechanic's or materialmen's liens are filed against the Leased Premises as a result of any of Tenant's obligations or transactions. If any mechanic's lien is filed, Tenant shall discharge the lien within ten (10) days thereafter, at Tenant's expense, by paying off the lien. Tenant shall not engage in any financing or any other transactions creating any mortgages, mechanic's or materialman's liens, or any other encumbrances or liens or claims of any kind upon the Leased Premises or other property owned or controlled by Owner.

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

10. **Termination for Cause.**

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

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

11. **Notice.**

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

**B. Receipt.** Communications shall be deemed received, if by mail, on the earlier of receipt or the third calendar day after deposit in the mail with postage prepaid; if by courier, when delivered as evidenced by the courier's records; if by facsimile, upon confirmation of receipt by the sending telecopier; and if by electronic mail, when first available on the recipient's mail server. If received on a day other than a business day, or on a business day but after 4:30 p.m., recipient's local time, the communication will be deemed received at 9:00 a.m. the next business day.

C. Addresses.

- i. Owner: Williamson County, Tennessee  
Williamson County Mayor's Office  
1320 West Main Street, Suite 125  
Franklin, Tennessee 37064
- ii. Tenant: Waves, Incorporated  
2714 Fairview Boulevard, Suite 213  
Fairview, Tennessee 37062

12. **Assignment and Subletting.** This Lease cannot be assigned or subleased by Tenant without the express written consent of Owner.

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

14. **Alterations.**

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

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

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

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

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

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

18. **Repair and Maintenance.** During the lease term, Owner shall maintain the Leased Premises and appurtenances which it provides in good repair and condition including, but not limited to, the maintenance and repair of the elevator, if any, plumbing, heating, electrical, air conditioning and ventilating equipment and fixtures to the end that all such facilities are kept in good operating condition by the parties except in case of damage arising from a willful or negligent act of Tenant, Tenant's agent, invitee, or employee. In case Owner,

after notice in writing from Tenant requiring Owner to comply with the requirements of this paragraph in regard to a specified condition, shall fail, refuse, or neglect to comply therewith within thirty (30) days of receipt of the notice, or in the event of an emergency constituting a hazard to the health or safety of Tenant's employees, property, or invitees, Tenant may perform such maintenance or make such repair at its own cost and may deduct the amount thereof from the rent that may then be or thereafter become due hereunder.

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

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

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

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

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

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

25. **Appropriations.** All terms and conditions of this Lease are made subject to the continued appropriations by the appropriate Legislative Body.

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

such floor space unusable but not constitute total destruction in Owner's sole opinion, Owner shall forthwith give notice to Tenant of the specific number of days required to repair the same. If Owner under such circumstances shall not give such notice within thirty (30) calendar days after such destruction, or if such notice shall specify that such necessary repairs will require more than ninety (90) days to complete from date such notice is given, Tenant, in either such event, at its option, may terminate this Lease or, upon notice to Owner, may elect to undertake the necessary repairs itself, deducting the cost thereof from the rental to become due under this Lease. Repairs may only be conducted by Tenant after written authorization is granted by Owner. In the event Tenant remains in possession of the Leased Premises though partially destroyed, the rental as herein provided shall be reduced by the same ratio as the net square feet Tenant is thus precluded from occupying bears to the total net square feet in the Leased Premises. "Net square feet" shall mean actual inside dimensions and shall not include public corridors, stairwells, elevators, and restrooms.

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

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

29. **Health and Safety.**

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

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

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

31. **Hazardous Material.** Owner shall not bring upon the Leased Premises any exhibit, equipment, material, item, or vehicle which is defined by any law or any codes as hazardous material or any material or item that in the sole judgment of the Williamson County Property Manager might be dangerous to persons or property or otherwise incompatible with the structure, systems, and furnishings of the Leased Premises.

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

33. **Holding Over.** In the event Tenant remains in possession of the Leased Premises after the expiration of the lease term, or any extension thereof, this Lease shall be automatically extended on a month-to-month

basis, subject to thirty (30) days termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable.

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

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

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

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

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

**IN WITNESS WHEREOF**, the parties hereto have caused this Lease to be executed by their duly authorized representatives as of the date recorded above.

**OWNER:**  
WILLIAMSON COUNTY, TENNESSEE

**TENANT:**  
WAVES, INCORPORATED

By: \_\_\_\_\_  
Rogers Anderson, Williamson County Mayor

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Kevin Benson, Property Manager

By: \_\_\_\_\_  
Name/Title

By: \_\_\_\_\_  
Jim Ruhl, Risk Manager

By: \_\_\_\_\_  
Williamson County Attorney for Form



Resolution No. 6-24-33  
Requested by: Williamson County Mayor's Office

FILED 5/24/24  
ENTERED 4:25 p.m.  
JEFF WHIDBY, COUNTY CLERK *JW*

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO A LEASE AGREEMENT WITH MID-CUMBERLAND HUMAN RESOURCE AGENCY**

**WHEREAS,** Williamson County, Tennessee is a governmental entity of the State of Tennessee and, as such, is authorized by Tennessee Code Annotated, Sections 5-7-116 and 7-51-901 et seq. to enter into lease agreements for property owned by Williamson County upon such terms as the Board of Commissioners deems appropriate; and

**WHEREAS,** Williamson County owns improved real property located at 129 West Fowlkes Street, Franklin, Tennessee commonly referenced as the County Community Services Building; and

**WHEREAS,** Mid-Cumberland Human Resource Agency is currently occupying Suites 130, 131, 151, and 152 in the County Community Services Building located at 129 West Fowlkes Street, Franklin, Tennessee through a lease agreement which cannot be renewed; and

**WHEREAS,** Mid-Cumberland Human Resource Agency has requested a new lease agreement to be executed to provide for an initial one (1) year term with four (4) options to extend to permit it to continue to use Suite 130, 131, 151, and 152 in the County Community Services Building; and

**WHEREAS,** the Williamson County Board of Commissioners finds it in the interest of the citizens of Williamson County to approve the new lease agreement with Mid-Cumberland Human Resource Agency:

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session, this the 10<sup>th</sup> day of June, 2024, hereby authorizes the Williamson County Mayor to execute a lease agreement with Mid-Cumberland Human Resource Agency, as well as all other related documents necessary for it to continue to lease Suite 130, 131, 151, and 152 in the County Community Services Building located at 129 West Fowlkes Street, Franklin, Tennessee.

*PS*  
\_\_\_\_\_  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Property Committee	For <u>6</u>	Against <u>0</u>		
Budget Committee	For <u>5</u>	Against <u>0</u>		
Commission Action Taken:	For _____	Against _____	Pass _____	Out _____

\_\_\_\_\_  
Jeff Whidby, County Clerk

\_\_\_\_\_  
Brian Beathard, Commission Chairman

\_\_\_\_\_  
Rogers Anderson, Williamson County Mayor

\_\_\_\_\_  
Date

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into as of this the \_\_\_\_ day of \_\_\_\_\_, 2024, by and between WILLIAMSON COUNTY, TENNESSEE, a governmental entity of the State of Tennessee ("Owner"), and MID-CUMBERLAND HUMAN RESOURCE AGENCY ("Tenant") concerning the lease of space in the Williamson County Community Services Building ("Facility").

**WHEREAS,** Tenant is currently leasing Suites 130, 131, 151, and 152 in the Williamson County Community Services building located at 129 West Fowlkes St., Franklin, Tennessee ("Leased Premises"); and

**WHEREAS,** the current lease agreement provided the parties may agree to extend the lease agreement for four (4) additional one (1) year terms; and

**WHEREAS,** the parties have exhausted the ability to extend the current lease agreement but have agreed to this new Lease for the same rental rate and under the same material terms:

- 1. Location.** Owner hereby leases to Tenant, Suites 130, 131, 151, and 152 in the Williamson County Community Services Building located at 129 West Fowlkes Street, Franklin, Tennessee 37064 ("Leased Premises"). Tenant accepts the Leased Premises "as is." Notwithstanding the foregoing, Owner covenants and warrants that Owner is the true and lawful owner of the Leased Premises and has full power to let and lease the Leased Premises.
- 2. Description.** The Leased Premises consists of office space. This Lease includes nonexclusive use of the parking area located at the Facility.
- 3. Term.** The initial term of this Lease shall be for one (1) year and shall commence on July 1, 2024 and shall end on June 30, 2025 with such rights of termination as are hereinafter expressly set forth. This Lease may be extended for four (4) additional terms of one (1) year each. In no event shall this Lease exceed beyond June 30, 2029 at 11:59 pm. Renewals shall be exercised prior to the expiration of the term in the discretion of Owner which shall be evidenced by a fully executed extension. To be effective, any extension to the Lease shall be approved for form by the Williamson County Attorney's Office and the Department of Finance and signed by the Williamson County Mayor.
- 4. Rental.** The annual rental rate of Sixteen Thousand Eight Hundred Eighty-Nine and 64/100 dollars (\$16,889.64) for Suites 130, 131, 151, and 152 is payable by Tenant in monthly payments of One Thousand Four Hundred Seven and 47/100 dollars (\$1,407.47) and is due in advance on the 1<sup>st</sup> day of each month or in one annual payment due each year prior to July 31 of each extended term. In addition to the rental rate, Tenant shall be responsible for all costs associated with use of the Leased Premises. Rent shall be paid to Owner at the address specified in Paragraph 10, or to such other address as Owner may designate by a notice in writing.
- 5. Possession.** Tenant shall be entitled to possession on the first day of the term of this Lease and shall yield possession to Owner on the last day of this Lease, unless otherwise terminated by Owner or as agreed in writing by the parties to extend the term of this Lease. At the expiration of this Lease, Tenant shall remove all personal property owned or leased by Tenant and peaceably yield up the Leased Premises to Owner. Tenant shall be entitled to reasonable nonexclusive use of the parking area. So long as Tenant is not in default in the performance of its covenants, agreements, and obligations under this Lease, Tenant shall be entitled to peaceful possession and quiet enjoyment of the Leased Premises during the term of this Lease.
- 6. Use.** Tenant shall use the Leased Premises for its non-profit activities and in a manner that does not prevent or inhibit other tenants' use or quiet enjoyment of the Leased Premises. Tenant will not make or suffer any unlawful, improper, or offensive use of the Leased Premises or any area of the Leased Premises, or any use or occupancy thereof contrary to any law of the state or any ordinance of Williamson County or any other applicable law, rule, code or ordinance, or which shall be injurious to any person or property, or which shall be liable to endanger or affect any insurance on the Leased Premises or to increase the premium thereof.
- 7. Warranty.** Tenant expressly assumes full responsibility for all persons connected with Tenant's use of the Leased Premises regardless of relationship, including all its employees, agents, members, invitees, visitors, paying customers, licensees, and participants in the provision of services. Tenant warrants that Tenant, its officers, employees, volunteers, agents, or anyone acting on behalf of Tenant will not make or suffer any unlawful, improper,

or offensive use of the Leased Premises or any use or occupancy thereof contrary to any law of the state or any ordinance of Williamson County or the City of Franklin, or which shall be injurious to any person or property, or which shall be liable to endanger or affect any insurance on the Leased Premises or to increase the premium thereof.

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

9. **Termination for Cause.**

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

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

10. **Notice.**

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

**B. Receipt.** Communications shall be deemed received, if by mail, on the earlier of receipt or the third calendar day after deposit in the mail with postage prepaid; if by courier, when delivered as evidenced by the courier's records; if by facsimile, upon confirmation of receipt by the sending telecopier; and if by electronic mail, when first available on the recipient's mail server. If received on a day other than a business day, or on a business day but after 4:30 p.m., recipient's local time, the communication will be deemed received at 9:00 a.m. the next business day.

**C. Addresses.**

i. Owner: Williamson County, Tennessee  
Williamson County Mayor's Office  
1320 West Main Street, Suite 125  
Franklin, TN 37064

ii. Tenant: Mid-Cumberland Human Resource Agency  
c/o Jane Hamrick  
1101 Kermit Drive, Suite 300  
Nashville, TN 37217

11. **Assignment and Subletting.** This Lease cannot be assigned or subleased by either party without the express written consent of Owner in the complete discretion of Owner..

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

13. **Alterations.**
- A. No addition, erection, installation, or other physical alteration of the Leased Premises shall be made without the prior approval of Owner. Prior to making any changes to the Leased Premises, Tenant shall submit to Owner plans and layouts of such decorations or installations for approval by Owner. All approvals will be granted or denied in Owner's sole discretion which shall not be unreasonably withheld. Tenant shall remain solely responsible for obtaining all other approvals and permits from any other governmental entity under any existing fire regulations or other laws or regulations.
- B. In the event Owner approves of any addition, erection, installation, or other physical alteration, Tenant bears the sole responsibility and cost of restoring the Leased Premises to the same or better condition in which Tenant first accepted the Leased Premises.
- C. Tenant is prohibited from changing or removing locks or hardware on any door in the Leased Premises unless prior written consent is obtained by Owner.
14. **Obligation to Secure the Leased Premises.** Tenant agrees that it will be solely responsible for ensuring that all equipment, computers, supplies, and any other material or items will be secured in the Leased Premises. Owner shall not be responsible for any loss or damage to any computers, equipment, documents, or other items owned, leased, or used by Tenant.
15. **Surrender of Possession.** Upon termination or expiration of this Lease, Tenant will peaceably surrender to Owner the Leased Premises in as good order and condition as when received, reasonable use and wear thereof and damage by earthquake, fire, public calamity, the elements, act of God, or circumstances over which Tenant has no control or for which Owner is responsible pursuant to this Lease excepted. Owner shall not be responsible for any items, fixtures, equipment, material, or any other item owned or leased by Tenant which remains in the Leased Premises beyond the termination of this Lease.
16. **Quiet Possession.** Owner agrees that Tenant, in keeping and performing covenants contained herein or on the part of Tenant to be kept and performed, shall at all times during the existence of this Lease peaceably and quietly have, hold, and enjoy the Leased Premises, without suit or hindrance from Owner, or any person claiming under Owner.
17. **Repair and Maintenance.** During the lease term, Owner shall maintain the Leased Premises and appurtenances which it provides in good repair and condition including, but not limited to, the maintenance and repair of the elevator, if any, plumbing, heating, electrical, air conditioning and ventilating equipment and fixtures to the end that all such facilities are kept in good operating condition by the parties except in case of damage arising from a willful or negligent act of Tenant, Tenant's agent, invitee, or employee. In case Owner, after notice in writing from Tenant requiring Owner to comply with the requirements of this paragraph in regard to a specified condition, shall fail, refuse, or neglect to comply therewith within thirty (30) days of receipt of the notice, or in the event of an emergency constituting a hazard to the health or safety of Tenant's employees, property, or invitees, Tenant may perform such maintenance or make such repair at its own cost and may deduct the amount thereof from the rent that may then be or thereafter become due hereunder.
18. **Indemnification.** Owner shall not be liable for any loss, damage, or injury to persons or property occurring, regardless of cause, in or about the Leased Premises, and to the degree permissible by applicable law, Tenant shall indemnify and hold Owner harmless from any and all such injuries and damages, and shall defend any claims or legal action arising therefrom, and pay all judgments resulting therefrom and shall reimburse Owner for all costs and expenses, including attorney's fees, paid or incurred by Owner as a result, either indirectly or directly of Tenant's use of the Leased Premises. However, this indemnity shall not apply to any loss or injury resulting from the negligent acts of Owner, its employees, or agents.
19. **Insurance.** Without limiting its liability under this Lease, Tenant will procure and maintain at Tenant's expense during the life of this Lease all applicable insurance types and in the minimum amounts stated as follows:
- A. Commercial General Liability
- |      |  |                             |
|------|--|-----------------------------|
| i.   | Per Occurrence limit of not less than  | \$ 2,000,000                |
| ii.  | General Aggregate will not be less than  | \$ 3,000,000                |
| iii. | Medical Expense Limit will not be less than  | \$ 5,000 on any one person. |
| iv.  | Completed Operations, including on-going operations in favor of the Additional Insured |                             |
| v.   | Contractual Liability  |                             |

- vi. Personal Injury
- B. Workers Compensation
  - i. State: Statutory
  - ii. Employer's Liability:
    - \$ 1,000,000 per Accident
    - \$ 1,000,000 Disease, Policy Limit
    - \$ 1,000,000 Disease Each Employee

The Commercial General Liability policy will name Williamson County, Tennessee Government as an Additional Insured with respect to this Lease only. Except for those policies for which Tenant is a Qualified Self-Insurer, the insurance will be written by a company or companies licensed to do business in the state of Tennessee and satisfactory to Williamson County Government Risk Management. At the time of execution of this Lease, Tenant shall provide Owner a Certificate of Insurance evidencing that maintenance of the insurance will be furnished to Williamson County Government Risk Management. All insurance provided in compliance with this Lease shall be primary as to any other insurance or self-insurance programs afforded to or maintained by Owner. Tenant is urged to purchase and maintain property insurance for its property

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

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

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

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

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

25. **Destruction.** If the Leased Premises is destroyed by fire or other casualty this Lease shall terminate with no further obligations from Owner. If such casualty shall render ten percent (10%) or less of the floor space of the Leased Premises unusable for the purpose intended, Owner shall effect restoration of the Leased Premises as is reasonably possible. In the event such casualty shall render more than ten percent (10%) of such floor space unusable but not constitute total destruction in Owner's sole opinion, Owner shall forthwith give notice to Tenant of the specific number of days required to repair the same. If Owner under such circumstances shall not give such notice within thirty (30) calendar days after such destruction, or if such notice shall specify that such necessary repairs will require more than ninety (90) days to complete from date such notice is given, Tenant, in either such event, at its option, may terminate this Lease or, upon notice to Owner, may elect to undertake the necessary repairs itself, deducting the cost thereof from the rent to become due under this Lease. Repairs may only be

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

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

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

28. **Health and Safety.**

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

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

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

30. **Hazardous Material.** Owner shall not bring upon the Leased Premises any exhibit, equipment, material, item, or vehicle which is defined by any law or any codes as hazardous material or any material or item that in the sole judgment of the Williamson County Property Manager might be dangerous to persons or property or otherwise incompatible with the structure, systems, and furnishings of the Leased Premises.

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

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

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

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

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

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

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

**IN WITNESS WHEREOF**, this Lease has been executed in triplicate by the parties hereto with each party to receive an original:

**OWNER:**  
WILLIAMSON COUNTY, TENNESSEE

**TENANT:**  
MID-CUMBERLAND HUMAN RESOURCE AGENCY

By: \_\_\_\_\_  
Rogers Anderson, Williamson County Mayor

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Kevin Benson, Property Manager

By: \_\_\_\_\_  
Name/Title

By: \_\_\_\_\_  
Jim Ruhl, Risk Manager

By: \_\_\_\_\_  
Williamson County Attorney for Form

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO A LEASE AGREEMENT WITH THE HILLSBORO SENIOR CITIZENS CENTER**

**WHEREAS,** Williamson County, Tennessee is a governmental entity of the State of Tennessee and, as such, is authorized by Tennessee Code Annotated, Sections 5-7-116 and 7-51-901 et seq. to lease Williamson County owned property upon such terms as the Board of Commissioners deems appropriate; and


**WHEREAS,** Williamson County owns improved real property located at 5335 Old Hillsboro Road, Franklin, Tennessee;

**WHEREAS,** the Hillsboro Senior Citizens Center currently uses part of the facility located at 5335 Old Hillsboro Road, Franklin, Tennessee, through a lease agreement which cannot be renewed;

**WHEREAS,** the Hillsboro Senior Citizens Center has requested a new lease agreement to be executed to provide for an initial one (1) year term with four (4) options to extend to permit it to continue to occupy part of the facility located at 5335 Old Hillsboro Road, Franklin, Tennessee;

**WHEREAS,** the Williamson County Board of Commissioners finds it in the interest of the citizens of Williamson County to enter into a lease agreement with Hillsboro Senior Citizens Center for the continued use of part of the facility located at 5335 Old Hillsboro Road, Franklin, Tennessee:

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session, this the 10<sup>th</sup> day of June, 2024, hereby authorizes the Williamson County Mayor to execute a lease agreement with the Hillsboro Senior Citizens Center, as well as all other related documents necessary for it to continue to lease part of the facility located at 5335 Old Hillsboro Road, Franklin, Tennessee.

  
\_\_\_\_\_  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Property Committee	For <u>6</u>	Against <u>0</u>		
Budget Committee	For <u>5</u>	Against <u>0</u>		
Commission Action Taken:	For _____	Against _____	Pass _____	Out _____

\_\_\_\_\_  
Jeff Whidby, County Clerk

\_\_\_\_\_  
Brian Beathard, Commission Chairman

\_\_\_\_\_  
Rogers Anderson, Williamson County Mayor

\_\_\_\_\_  
Date



## LEASE AGREEMENT

**THIS LEASE AGREEMENT** ("Lease") is entered into as of this the \_\_\_\_ day of \_\_\_\_\_, 2024, by and between **WILLIAMSON COUNTY, TENNESSEE**, a governmental entity of the State of Tennessee ("Owner"), and **HILLSBORO SENIOR CITIZENS CENTER**, a nonprofit entity ("Tenant"), concerning the lease of a portion of the facility located at 5335 Old Hillsboro Road, Franklin, Tennessee.

**WHEREAS**, Tenant is currently leasing from Owner a portion of the facility located at 5335 Old Hillsboro Road, Franklin, Tennessee ("Facility"); and

**WHEREAS**, for the purposes of this Lease, the Leased Premises is defined as the space in the Facility that is currently being used by Tenant which is more particularly described in the attachment which is made a part of this Lease; and

**WHEREAS**, the parties have exhausted the ability to extend the current Lease Agreement but have agreed to this new Lease for the same rental rate and under the same material terms:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and not withstanding any contrary provisions of the original lease agreement, Owner and Tenant agree as follows:

- 1. Location.** Owner hereby leases to Tenant the portion of the Leased Premises that is designated by Owner as further described herein. Tenant accepts the Leased Premises "as is." Notwithstanding the foregoing, Owner covenants and warrants that Owner is the true and lawful owner of the Leased Premises and has full power to let and lease the Leased Premises.
- 2. Description.** The Leased Premises consists of a portion of the Facility that Tenant is currently occupying which is described in the attachment. This Lease includes nonexclusive use of the parking area located at the Facility.
- 3. Term.** The initial term of this Lease shall be for one (1) year and shall commence on July 1, 2024 and shall end on June 30, 2025 with such rights of termination as are hereinafter expressly set forth. This Lease may be extended for four (4) additional terms of one (1) year each. In no event shall this Lease extend to or exceed five (5) years. Renewals shall be exercised prior to the expiration of the term in the discretion of Owner which shall be evidenced by a fully executed extension. To be effective, any extensions to this Lease shall be approved for form by the Williamson County Attorney's Office and the Williamson County Department of Finance and signed by the Williamson County Mayor.
- 4. Rental.** The annual rental rate shall be One and 00/100 dollars (\$1.00) payable in advance on the 1<sup>st</sup> day of August of each year payable to Owner at the address listed below or to such other address as Owner may designate by a notice in writing. In addition to the annual rental rate, Tenant shall be responsible for all costs associated with use of the Leased Premises. Rent shall be paid to Owner at the address specified in Paragraph 11, or to such other address as Owner may designate by a notice in writing.
- 5. Possession.** Tenant shall be entitled to possession on the first day of the term of this Lease and shall yield possession to Owner on the last day of this Lease, unless otherwise terminated by Owner or as agreed in writing by the parties to extend the term of this Lease. At the expiration of this Lease, Tenant shall remove all personal property owned or leased by Tenant and peaceably yield up the Leased Premises to Owner. Tenant shall be entitled to reasonable nonexclusive use of the parking area. So long as Tenant is not in default in the performance of its covenants, agreements, and obligations under this Lease, Tenant shall be entitled to peaceful possession and quiet enjoyment of the Leased Premises during the term of this Lease.
- 6. Use.** Tenant shall use the Leased Premises for its non-profit activities and in a manner that does not prevent or inhibit other tenants' use or quiet enjoyment of the Leased Premises. Tenant will not make or suffer any unlawful, improper, or offensive use of the Leased Premises or any area of the Leased Premises, or

any use or occupancy thereof contrary to any law of the state or any ordinance of Williamson County or any other applicable law, rule, code or ordinance, or which shall be injurious to any person or property, or which shall be liable to endanger or affect any insurance on the Leased Premises or to increase the premium thereof.

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

8. **No Liens.** Tenant shall take all necessary steps to ensure that no mechanic's or materialmen's liens are filed against the Leased Premises as a result of any of Tenant's obligations or transactions. If any mechanic's lien is filed, Tenant shall discharge the lien within ten (10) days thereafter, at Tenant's expense, by paying off the lien. Tenant shall not engage in any financing or any other transactions creating any mortgages, mechanic's or materialman's liens, or any other encumbrances or liens or claims of any kind upon the Leased Premises or other property owned or controlled by Owner.

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

10. **Termination for Cause.**

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

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

11. **Notice.**

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

**B. Receipt.** Communications shall be deemed received, if by mail, on the earlier of receipt or the third calendar day after deposit in the mail with postage prepaid; if by courier, when delivered as evidenced by the courier's records; if by facsimile, upon confirmation of receipt by the sending telecopier; and if by electronic mail, when first available on the recipient's mail server. If received on a day other than a business day, or on a business day but after 4:30 p.m., recipient's local time, the communication will be deemed received at 9:00 a.m. the next business day.

C. Addresses.

- i. Owner: Williamson County, Tennessee  
Williamson County Mayor's Office  
1320 West Main Street, Suite 125  
Franklin, Tennessee 37064
- ii. Tenant: Hillsboro Senior Citizens Center  
5335 Old Hillsboro Road  
Franklin, Tennessee 37064

12. **Assignment and Subletting.** This Lease cannot be assigned or subleased by Tenant without the express written consent of Owner in the complete discretion of Owner.

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

14. **Alterations.**

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

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

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

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

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

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

18. **Repair and Maintenance.** During the lease term, Owner shall maintain the Leased Premises and appurtenances which it provides in good repair and condition including, but not limited to, the maintenance and repair of the elevator, if any, plumbing, heating, electrical, air conditioning and ventilating equipment and fixtures to the end that all such facilities are kept in good operating condition by the parties except in case of

damage arising from a willful or negligent act of Tenant, Tenant's agent, invitee, or employee. In case Owner, after notice in writing from Tenant requiring Owner to comply with the requirements of this paragraph in regard to a specified condition, shall fail, refuse, or neglect to comply therewith within thirty (30) days of receipt of the notice, or in the event of an emergency constituting a hazard to the health or safety of Tenant's employees, property, or invitees, Tenant may perform such maintenance or make such repair at its own cost and may deduct the amount thereof from the rent that may then be or thereafter become due hereunder.

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

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

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

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Premises as is reasonably possible. In the event such casualty shall render more than ten percent (10%) of such floor space unusable but not constitute total destruction in Owner's sole opinion, Owner shall forthwith give notice to Tenant of the specific number of days required to repair the same. If Owner under such circumstances shall not give such notice within thirty (30) calendar days after such destruction, or if such notice shall specify that such necessary repairs will require more than ninety (90) days to complete from date such notice is given, Tenant, in either such event, at its option, may terminate this Lease or, upon notice to Owner, may elect to undertake the necessary repairs itself, deducting the cost thereof from the rental to become due under this Lease. Repairs may only be conducted by Tenant after written authorization is granted by Owner. In the event Tenant remains in possession of the Leased Premises though partially destroyed, the rental as herein provided shall be reduced by the same ratio as the net square feet Tenant is thus precluded from occupying bears to the total net square feet in the Leased Premises. "Net square feet" shall mean actual inside dimensions and shall not include public corridors, stairwells, elevators, and restrooms.

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

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

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**IN WITNESS WHEREOF**, the parties hereto have caused this Lease to be executed by their duly authorized representatives as of the date recorded above.

**OWNER:**  
WILLIAMSON COUNTY, TENNESSEE

By: \_\_\_\_\_  
Rogers Anderson, Williamson County Mayor

By: \_\_\_\_\_  
Kevin Benson, Property Manager

By: \_\_\_\_\_  
Jim Ruhl, Risk Manager

By: \_\_\_\_\_  
Williamson County Attorney for Form

**TENANT:**  
HILLSBORO SENIOR CITIZENS CENTER

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Name/Title

Resolution No. 6-24-35  
Requested by: Williamson County Mayor's Office

FILED 5/24/24  
ENTERED 4:25 p.m.  
JEFF WHIDBY, COUNTY CLERK JW

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO A LEASE AGREEMENT WITH THE BETHESDA SENIOR CITIZENS CENTER**

**WHEREAS,** Williamson County, Tennessee is a governmental entity of the State of Tennessee and, as such, is authorized by Tennessee Code Annotated, Sections 5-7-116 and 7-51-901 et seq. to lease Williamson County owned property upon such terms as the Board of Commissioners deems appropriate; and

**WHEREAS,** Williamson County owns improved real property located at 4905 Bethesda Road, Thompson's Station, Tennessee; and

**WHEREAS,** the Bethesda Senior Citizens Center currently uses part of the facility located at 4905 Bethesda Road, Thompson's Station, Tennessee, through a lease agreement which cannot be renewed; and

**WHEREAS,** the Bethesda Senior Citizens Center has requested a new lease agreement to be executed to provide for an initial one (1) year term with four (4) options to extend to permit it to continue to occupy part of the facility located at 4905 Bethesda Road, Thompson's Station, Tennessee; and

**WHEREAS,** the Williamson County Board of Commissioners finds it in the interest of the citizens of Williamson County to enter into a lease agreement with Bethesda Senior Citizens Center for the continued use of part of the facility located at 4905 Bethesda Road, Thompson's Station, Tennessee:

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session, this the 10<sup>th</sup> day of June, 2024, hereby authorizes the Williamson County Mayor to execute a lease agreement with the Bethesda Senior Citizens Center, as well as all other related documents necessary for it to continue to lease part of the facility that it is currently occupying at 4905 Bethesda Road, Thompson's Station, Tennessee.

\_\_\_\_\_  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Property Committee	For <u>6</u>	Against <u>0</u>		
Budget Committee	For <u>5</u>	Against <u>0</u>		
Commission Action Taken:	For _____	Against _____	Pass _____	Out _____

\_\_\_\_\_  
Jeff Whidby, County Clerk

\_\_\_\_\_  
Brian Beathard, Commission Chairman

\_\_\_\_\_  
Rogers Anderson, Williamson County Mayor

\_\_\_\_\_  
Date

## LEASE AGREEMENT

**THIS LEASE AGREEMENT** ("Lease") is entered into as of this the \_\_\_\_ day of \_\_\_\_\_, 2024, by and between **WILLIAMSON COUNTY, TENNESSEE**, a governmental entity of the State of Tennessee ("Owner"), and **BETHESDA SENIOR CITIZENS CENTER**, a nonprofit entity ("Tenant"), concerning the lease of a portion of the facility located at 4905 Bethesda Road, Thompson's Station, Tennessee 37179.

**WHEREAS**, Tenant is currently leasing from Owner, a portion of the Facility located at 4905 Bethesda Road, Thompson's Station, Tennessee 37179 ("Facility");

**WHEREAS**, for the purposes of this Lease, the Leased Premises is defined as the space in the Facility that is currently being used by Tenant which is more particularly described in the attachment which is made a part of this Lease; and

**WHEREAS**, the parties have exhausted the ability to extend the current lease agreement but have agreed to this new Lease for the same rental rate and under the same material terms:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and notwithstanding any contrary provisions of the original lease agreement, Owner and Tenant agree as follows:

- 1. Location.** Owner hereby leases to Tenant the portion of the Leased Premises that is designated by Owner as further described herein. Tenant accepts the Leased Premises "as is." Notwithstanding the foregoing, Owner covenants and warrants that Owner is the true and lawful owner of the Leased Premises and has full power to let and lease the Leased Premises.
- 2. Description.** The Leased Premises consists of a portion of the Facility that Tenant is currently occupying which is described in the attachment. This Lease includes nonexclusive use of the parking area located at the Facility.
- 3. Term.** The initial term of this Lease shall be for one (1) year and shall commence on July 1, 2024 and shall end on June 30, 2025 with such rights of termination as are hereinafter expressly set forth. This Lease may be extended for four (4) additional terms of one (1) year each. In no event shall this Lease extend to or exceed five (5) years. Renewals shall be exercised prior to the expiration of the term in the discretion of Owner which shall be evidenced by a fully executed extension. To be effective, any extensions to this Lease shall be approved for form by the Williamson County Attorney's Office and the Williamson County Department of Finance and signed by the Williamson County Mayor.
- 4. Rental.** The annual rental rate shall be One and 00/100 dollars (\$1.00) payable in advance on the 1<sup>st</sup> day of August of each year payable to Owner at the address listed below or to such other address as Owner may designate by a notice in writing. In addition to the annual rental rate, Tenant shall be responsible for all costs associated with use of the Leased Premises. Rent shall be paid to Owner at the address specified in Paragraph 11, or to such other address as Owner may designate by a notice in writing.
- 5. Possession.** Tenant shall be entitled to possession on the first day of the term of this Lease and shall yield possession to Owner on the last day of this Lease, unless otherwise terminated by Owner or as agreed in writing by the parties to extend the term of this Lease. At the expiration of this Lease, Tenant shall remove all personal property owned or leased by Tenant and peaceably yield up the Leased Premises to Owner. Tenant shall be entitled to reasonable nonexclusive use of the parking area. So long as Tenant is not in default in the performance of its covenants, agreements, and obligations under this Lease, Tenant shall be entitled to peaceful possession and quiet enjoyment of the Leased Premises during the term of this Lease.
- 6. Use.** Tenant shall use the Leased Premises for its non-profit activities and in a manner that does not prevent or inhibit other tenants' use or quiet enjoyment of the Leased Premises. Tenant will not make or suffer any unlawful, improper, or offensive use of the Leased Premises or any area of the Leased Premises, or



any use or occupancy thereof contrary to any law of the state or any ordinance of Williamson County or any other applicable law, rule, code or ordinance, or which shall be injurious to any person or property, or which shall be liable to endanger or affect any insurance on the Leased Premises or to increase the premium thereof.

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

8. **No Liens.** Tenant shall take all necessary steps to ensure that no mechanic's or materialmen's liens are filed against the Leased Premises as a result of any of Tenant's obligations or transactions. If any mechanic's lien is filed, Tenant shall discharge the lien within ten (10) days thereafter, at Tenant's expense, by paying off the lien. Tenant shall not engage in any financing or any other transactions creating any mortgages, mechanic's or materialman's liens, or any other encumbrances or liens or claims of any kind upon the Leased Premises or other property owned or controlled by Owner.

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

10. **Termination for Cause.**

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

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

11. **Notice.**

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

**B. Receipt.** Communications shall be deemed received, if by mail, on the earlier of receipt or the third calendar day after deposit in the mail with postage prepaid; if by courier, when delivered as evidenced by the courier's records; if by facsimile, upon confirmation of receipt by the sending telecopier; and if by electronic mail, when first available on the recipient's mail server. If received on a day other than a business day, or on a business day but after 4:30 p.m., recipient's local time, the communication will be deemed received at 9:00 a.m. the next business day.

C. Addresses.

- i. Owner: Williamson County, Tennessee  
Williamson County Mayor's Office  
1320 West Main Street, Suite 125  
Franklin, Tennessee 37064
- ii. Tenant: Bethesda Senior Citizens Center  
4905 Bethesda Road  
Thompson's Station, Tennessee 37179

12. **Assignment and Subletting.** This Lease cannot be assigned or subleased by Tenant without the express written consent of Owner in the complete discretion of Owner.

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

14. **Alterations.**

- A. No addition, erection, installation, or other physical alteration of the Leased Premises shall be made without the prior approval of Owner. Prior to making any changes to the Leased Premises, Tenant shall submit to Owner plans and layouts of such decorations or installations for approval by Owner. All approvals will be granted or denied in Owner's sole discretion which shall not be unreasonably withheld. Tenant shall remain solely responsible for obtaining all other approvals and permits from any other governmental entity under any existing fire regulations or other laws or regulations.
- B. In the event Owner approves of any addition, erection, installation, or other physical alteration, Tenant bears the sole responsibility and cost of restoring the Leased Premises to the same or better condition in which Tenant first accepted the Leased Premises.
- C. Tenant is prohibited from changing or removing locks or hardware on any door in the Leased Premises unless prior written consent is obtained by Owner.

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

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

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

18. **Repair and Maintenance.** During the lease term, Owner shall maintain the Leased Premises and appurtenances which it provides in good repair and condition including, but not limited to, the maintenance and repair of the elevator, if any, plumbing, heating, electrical, air conditioning and ventilating equipment and fixtures to the end that all such facilities are kept in good operating condition by the parties except in case of

damage arising from a willful or negligent act of Tenant, Tenant's agent, invitee, or employee. In case Owner, after notice in writing from Tenant requiring Owner to comply with the requirements of this paragraph in regard to a specified condition, shall fail, refuse, or neglect to comply therewith within thirty (30) days of receipt of the notice, or in the event of an emergency constituting a hazard to the health or safety of Tenant's employees, property, or invitees, Tenant may perform such maintenance or make such repair at its own cost and may deduct the amount thereof from the rent that may then be or thereafter become due hereunder.

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

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

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

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

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

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

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

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

Premises as is reasonably possible. In the event such casualty shall render more than ten percent (10%) of such floor space unusable but not constitute total destruction in Owner's sole opinion, Owner shall forthwith give notice to Tenant of the specific number of days required to repair the same. If Owner under such circumstances shall not give such notice within thirty (30) calendar days after such destruction, or if such notice shall specify that such necessary repairs will require more than ninety (90) days to complete from date such notice is given, Tenant, in either such event, at its option, may terminate this Lease or, upon notice to Owner, may elect to undertake the necessary repairs itself, deducting the cost thereof from the rental to become due under this Lease. Repairs may only be conducted by Tenant after written authorization is granted by Owner. In the event Tenant remains in possession of the Leased Premises though partially destroyed, the rental as herein provided shall be reduced by the same ratio as the net square feet Tenant is thus precluded from occupying bears to the total net square feet in the Leased Premises. "Net square feet" shall mean actual inside dimensions and shall not include public corridors, stairwells, elevators, and restrooms.

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

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

29. **Health and Safety.**

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

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

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

31. **Hazardous Material.** Owner shall not bring upon the Leased Premises any exhibit, equipment, material, item, or vehicle which is defined by any law or any codes as hazardous material or any material or item that in the sole judgment of the Williamson County Property Manager might be dangerous to persons or property or otherwise incompatible with the structure, systems, and furnishings of the Leased Premises.

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

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

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

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

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

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

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

**IN WITNESS WHEREOF**, the parties hereto have caused this Lease to be executed by their duly authorized representatives as of the date recorded above.

**OWNER:**  
WILLIAMSON COUNTY, TENNESSEE

**TENANT:**  
BETHESDA SENIOR CITIZENS CENTER

By: \_\_\_\_\_  
Rogers Anderson, Williamson County Mayor

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Kevin Benson, Property Manager

By: \_\_\_\_\_  
Name/Title

By: \_\_\_\_\_  
Jim Ruhl, Risk Manager

By: \_\_\_\_\_  
Williamson County Attorney for Form

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO A LEASE AGREEMENT WITH THE BOYS AND GIRLS CLUB OF MIDDLE TENNESSEE**

**WHEREAS,** Williamson County, Tennessee is a governmental entity of the State of Tennessee and, as such, is authorized by Tennessee Code Annotated, Sections 5-7-116 and 7-51-901 et seq. to lease county owned property upon such terms as the Board of Commissioners deems appropriate; and

**WHEREAS,** Williamson County owns improved real property at 129 West Fowlkes Street, Franklin, Tennessee, commonly known as the County Community Services Building; and

**WHEREAS,** the Boys and Girls Club of Middle Tennessee ("Boys and Girls Club") currently leases Suite 1000 located at 129 West Fowlkes Street, Franklin, Tennessee, through a lease agreement which cannot be renewed; and

**WHEREAS,** the Boys and Girls Club has requested a new lease agreement to be executed to provide for an initial one (1) year term with four (4) options to extend to permit it to continue to occupy Suite 1000 located at 129 West Fowlkes Street, Franklin, Tennessee; and

**WHEREAS,** the Williamson County Board of Commissioners finds it in the best interest of the citizens of Williamson County to enter into a lease agreement with the Boys and Girls Club for the continued use of Suite 1000 located at 129 West Fowlkes Street, Franklin, Tennessee:

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session, this the 10<sup>th</sup> day of June, 2024, hereby authorizes the Williamson County Mayor to execute a lease agreement with the Boys and Girls Club of Middle Tennessee as well as all other related documents for it to continue to lease Suite 1000 in the County Community Services Building located at 129 West Fowlkes Street, Franklin, Tennessee.

  
\_\_\_\_\_  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Property Committee            For   6              Against   0    
Budget Committee            For   5              Against   0    
Commission Action Taken:    For \_\_\_\_\_    Against \_\_\_\_\_    Pass \_\_\_\_\_    Out \_\_\_\_\_

\_\_\_\_\_  
Jeff Whidby, County Clerk

\_\_\_\_\_  
Brian Beathard, Commission Chairman

\_\_\_\_\_  
Rogers C. Anderson, County Mayor

\_\_\_\_\_  
Date

## LEASE AGREEMENT

**THIS LEASE AGREEMENT** ("Lease") is entered into as of this the \_\_\_\_ day of \_\_\_\_\_, 2024, by and between **WILLIAMSON COUNTY, TENNESSEE**, a governmental entity of the State of Tennessee ("Owner"), and the **BOYS AND GIRLS CLUB OF MIDDLE TENNESSEE**, a nonprofit entity ("Tenant"), concerning the lease of space in the Williamson County Community Services Building ("Facility").

**WHEREAS**, Tenant is currently leasing Suite 1000 in the Williamson County Community Services building located at 129 West Fowlkes St., Franklin, Tennessee ("Leased Premises"); and

**WHEREAS**, the current lease agreement provided the parties may agree to extend the lease agreement for four (4) additional one (1) year terms; and

**WHEREAS**, the parties have exhausted the ability to extend the current lease agreement but have agreed to this new Lease for the same rental rate and under the same material terms:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and not withstanding any contrary provisions of the original lease agreement, Owner and Tenant agree as follows:

- 1. Location.** Owner hereby leases to Tenant the Leased Premises. Tenant accepts the Leased Premises "as is." Notwithstanding the foregoing, Owner covenants and warrants that Owner is the true and lawful owner of the Leased Premises and has full power to let and lease the Leased Premises.
- 2. Description.** The Leased Premises consists of Suite 1000 which it is currently occupying. This Lease includes nonexclusive use of the parking area located at the Facility.
- 3. Term.** The initial term of this Lease shall be for one (1) year and shall commence on July 1, 2024 and shall end on June 30, 2025 with such rights of termination as are hereinafter expressly set forth. This Lease may be extended for four (4) additional terms of one (1) year each. In no event shall this Lease extend to or exceed five (5) years. Renewals shall be exercised prior to the expiration of the term in the discretion of Owner which shall be evidenced by a fully executed extension. To be effective, any extensions to this Lease shall be approved for form by the Williamson County Attorney's Office and the Williamson County Department of Finance and signed by the Williamson County Mayor.
- 4. Rental.** The annual rental rate shall be One and 00/100 dollars (\$1.00) payable in advance on the 1<sup>st</sup> day of August of each year payable to Owner at the address listed below or to such other address as Owner may designate by a notice in writing. In addition to the annual rental rate, Tenant shall be responsible for all costs associated with use of the Leased Premises. Rent shall be paid to Owner at the address specified in Paragraph 11, or to such other address as Owner may designate by a notice in writing.
- 5. Possession.** Tenant shall be entitled to possession on the first day of the term of this Lease and shall yield possession to Owner on the last day of this Lease, unless otherwise terminated by Owner or as agreed in writing by the parties to extend the term of this Lease. At the expiration of this Lease, Tenant shall remove all personal property owned or leased by Tenant and peaceably yield up the Leased Premises to Owner. Tenant shall be entitled to reasonable nonexclusive use of the parking area. So long as Tenant is not in default in the performance of its covenants, agreements, and obligations under this Lease, Tenant shall be entitled to peaceful possession and quiet enjoyment of the Leased Premises during the term of this Lease.
- 6. Use.** Tenant shall use the Leased Premises for its non-profit activities and in a manner that does not prevent or inhibit other tenants' use or quiet enjoyment of the Leased Premises. Tenant will not make or suffer any unlawful, improper, or offensive use of the Leased Premises or any area of the Leased Premises, or any use or occupancy thereof contrary to any law of the state or any ordinance of Williamson County or any other applicable law, rule, code or ordinance, or which shall be injurious to any person or property, or which shall be liable to endanger or affect any insurance on the Leased Premises or to increase the premium thereof.

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

8. **No Liens.** Tenant shall take all necessary steps to ensure that no mechanic's or materialmen's liens are filed against the Leased Premises as a result of any of Tenant's obligations or transactions. If any mechanic's lien is filed, Tenant shall discharge the lien within ten (10) days thereafter, at Tenant's expense, by paying off the lien. Tenant shall not engage in any financing or any other transactions creating any mortgages, mechanic's or materialman's liens, or any other encumbrances or liens or claims of any kind upon the Leased Premises or other property owned or controlled by Owner.

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

10. **Termination for Cause.**

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

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

11. **Notice.**

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

**B. Receipt.** Communications shall be deemed received, if by mail, on the earlier of receipt or the third calendar day after deposit in the mail with postage prepaid; if by courier, when delivered as evidenced by the courier's records; if by facsimile, upon confirmation of receipt by the sending telecopier; and if by electronic mail, when first available on the recipient's mail server. If received on a day other than a business day, or on a business day but after 4:30 p.m., recipient's local time, the communication will be deemed received at 9:00 a.m. the next business day.



C. Addresses.

- i. Owner: Williamson County, Tennessee  
Williamson County Mayor's Office  
1320 West Main Street, Suite 125  
Franklin, Tennessee 37064
- ii. Tenant: Boys and Girls Club of Middle Tennessee  
129 West Fowlkes St., Suite 1000  
Franklin, Tennessee 37064

12. **Assignment and Subletting.** This Lease cannot be assigned or subleased by Tenant without the express written consent of Owner in the complete discretion of Owner.

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

14. **Alterations.**

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

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

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

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

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

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

18. **Repair and Maintenance.** During the lease term, Owner shall maintain the Leased Premises and appurtenances which it provides in good repair and condition including, but not limited to, the maintenance and repair of the elevator, if any, plumbing, heating, electrical, air conditioning and ventilating equipment and fixtures to the end that all such facilities are kept in good operating condition by the parties except in case of damage arising from a willful or negligent act of Tenant, Tenant's agent, invitee, or employee. In case Owner,

after notice in writing from Tenant requiring Owner to comply with the requirements of this paragraph in regard to a specified condition, shall fail, refuse, or neglect to comply therewith within thirty (30) days of receipt of the notice, or in the event of an emergency constituting a hazard to the health or safety of Tenant's employees, property, or invitees, Tenant may perform such maintenance or make such repair at its own cost and may deduct the amount thereof from the rent that may then be or thereafter become due hereunder.

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

20. **Insurance.** Without limiting its liability under this Lease, Tenant will procure and maintain at Tenant's expense during the life of this Lease all applicable insurance types and in the minimum amounts stated as follows:

- A. Commercial General Liability
  - i. Per Occurrence limit of not less than \$ 2,000,000
  - ii. General Aggregate will not be less than \$ 3,000,000
  - iii. Medical Expense Limit will not be less than \$ 5,000 on any one person.
  - iv. Completed Operations, including on-going operations in favor of the Additional Insured
  - v. Contractual Liability
  - vi. Personal Injury
- B. Workers Compensation
  - i. State: Statutory
  - ii. Employer's Liability:
    - \$ 1,000,000 per Accident
    - \$ 1,000,000 Disease, Policy Limit
    - \$ 1,000,000 Disease Each Employee

The Commercial General Liability policy will name Williamson County, Tennessee Government as an Additional Insured with respect to this Lease only. Except for those policies for which Tenant is a Qualified Self-Insurer, the insurance will be written by a company or companies licensed to do business in the state of Tennessee and satisfactory to Williamson County Government Risk Management. At the time of execution of this Lease, Tenant shall provide Owner a Certificate of Insurance evidencing that maintenance of the insurance will be furnished to Williamson County Government Risk Management. All insurance provided in compliance with this Lease shall be primary as to any other insurance or self-insurance programs afforded to or maintained by Owner. Tenant is urged to purchase and maintain property insurance for its property.

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

22. **Choice of Law/Venue.** This Lease shall be exclusively governed by the laws of the state of Tennessee. In the event that any section and/or term of this Lease or its attachment becomes subject to

litigation, exclusive venue for such action will be in Williamson County, Tennessee or in a federal court with jurisdiction over Williamson County.

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

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

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

26. **Destruction.** If the Leased Premises is destroyed by fire or other casualty this Lease shall terminate with no further obligations from Owner. If such casualty shall render ten percent (10%) or less of the floor space of the Leased Premises unusable for the purpose intended, Owner shall effect restoration of the Leased Premises as is reasonably possible. In the event such casualty shall render more than ten percent (10%) of such floor space unusable but not constitute total destruction in Owner's sole opinion, Owner shall forthwith give notice to Tenant of the specific number of days required to repair the same. If Owner under such circumstances shall not give such notice within thirty (30) calendar days after such destruction, or if such notice shall specify that such necessary repairs will require more than ninety (90) days to complete from date such notice is given, Tenant, in either such event, at its option, may terminate this Lease or, upon notice to Owner, may elect to undertake the necessary repairs itself, deducting the cost thereof from the rental to become due under this Lease. Repairs may only be conducted by Tenant after written authorization is granted by Owner. In the event Tenant remains in possession of the Leased Premises though partially destroyed, the rental as herein provided shall be reduced by the same ratio as the net square feet Tenant is thus precluded from occupying bears to the total net square feet in the Leased Premises. "Net square feet" shall mean actual inside dimensions and shall not include public corridors, stairwells, elevators, and restrooms.

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

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

29. **Health and Safety.**

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

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

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

31. **Hazardous Material.** Owner shall not bring upon the Leased Premises any exhibit, equipment, material, item, or vehicle which is defined by any law or any codes as hazardous material or any material or item that in the sole judgment of the Williamson County Property Manager might be dangerous to persons or property or otherwise incompatible with the structure, systems, and furnishings of the Leased Premises.

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

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

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

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

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

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

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

**IN WITNESS WHEREOF**, the parties hereto have caused this Lease to be executed by their duly authorized representatives as of the date recorded above.

**OWNER:**  
WILLIAMSON COUNTY, TENNESSEE

**TENANT:**  
BOYS AND GIRLS CLUB OF MIDDLE TENNESSEE

By: \_\_\_\_\_  
Rogers Anderson, Williamson County Mayor

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Kevin Benson, Property Manager

By: \_\_\_\_\_  
Name/Title

By: \_\_\_\_\_  
Jim Ruhl, Risk Manager

By: \_\_\_\_\_  
Williamson County Attorney for Form

Williamson County\Agt\Real Property Agts\LEASES\NONPROFIT LEASES\Boys and Girls Club of Mid TN\2024\2024.05.21 Lease Agt-Boys and Girls -K24-324.doc

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO  
A LEASE AGREEMENT WITH COMMUNITY CHILD CARE, INC.**

**WHEREAS,** Williamson County, Tennessee is a governmental entity of the State of Tennessee and, as such, is authorized by Tennessee Code Annotated, Sections 5-7-116 and 7-51-901 et seq. to enter into lease agreements for property owned by Williamson County upon such terms as the Board of Commissioners deems appropriate; and

**WHEREAS,** Williamson County owns improved real property located at 129 West Fowlkes Street, Franklin, Tennessee commonly known as the County Community Services Building; and

**WHEREAS,** Community Child Care, Inc. currently leases Suite 1270 located at 129 West Fowlkes Street, Franklin, Tennessee, through a lease agreement which cannot be renewed; and

**WHEREAS,** Community Child Care, Inc. has requested a new lease agreement to be executed to provide for an initial one (1) year term with four (4) options to extend to permit it to continue to occupy Suite 1270 located at 129 West Fowlkes Street, Franklin, Tennessee; and

**WHEREAS,** the Williamson County Board of Commissioners finds it in the interest of the citizens of Williamson County to enter into a lease agreement with Community Child Care, Inc. for the continued use of Suite 1270 located at 129 West Fowlkes Street, Franklin, Tennessee:

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session, this the 10<sup>th</sup> day of June, 2024, hereby authorizes the Williamson County Mayor to execute a lease agreement with Community Child Care, Inc., as well as all other related documents necessary for it to continue to lease Suite 1270 in the County Community Services Building located at 129 West Fowlkes Street, Franklin, Tennessee.

  
\_\_\_\_\_  
County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Property Committee	For <u>6</u>	Against <u>0</u>		
Budget Committee	For <u>5</u>	Against <u>0</u>		
Commission Action Taken:	For _____	Against _____	Pass _____	Out _____

\_\_\_\_\_  
Jeff Whidby, County Clerk

\_\_\_\_\_  
Brian Beathard, Commission Chairman

\_\_\_\_\_  
Rogers Anderson, Williamson County Mayor

\_\_\_\_\_  
Date

## LEASE AGREEMENT

This Lease Agreement ("Lease") is entered into as of this the \_\_\_\_ day of \_\_\_\_\_, 2024, by and between **WILLIAMSON COUNTY, TENNESSEE**, a governmental entity of the State of Tennessee ("Owner"), and **COMMUNITY CHILD CARE, INC.**, a nonprofit corporation ("Tenant"), concerning the continued lease of Suite 1270 within the Williamson County Community Services Building located at 129 West Fowlkes Street, Franklin, Tennessee 37064 ("Property").

**WHEREAS**, Tenant is currently leasing Suite 1270 in the Williamson County Community Services Building owned by Owner and located at 129 West Fowlkes Street, Franklin, Tennessee; and

**WHEREAS**, the current lease agreement provided the parties may agree to extend the lease agreement for four (4) additional one (1) year terms; and

**WHEREAS**, the parties have exhausted the ability to extend the current lease agreement but have agreed to this new Lease for the same rental rate and under the same material terms:

Witnesseth:

- 1. Location.** Owner hereby leases to Tenant Suite 1270 ("Leased Premises") located in the Williamson County Community Services Building situated at 129 West Fowlkes Street, Franklin, Tennessee 37064. Tenant accepts the Leased Premises "as is." Notwithstanding the foregoing, Owner covenants and warrants that Owner is the true and lawful owner of the Leased Premises and has full power to let and lease the Leased Premises. Included as part of the Leased Premises is the right to use and enjoy the common area which consists of those areas of the Property available for the common use of occupants of the Property, including, but not limited to, the parking lots, driveways, walkways, landscaped areas, landscaping, lighting, curbing, signage, utility lines, and drainage areas, any and all amenity improvements constructed on the Property, and other facilities and areas available for the common use by or for the common benefit of tenants and/or their visitors or invitees.
- 2. Description.** The Leased Premises is the same suite that Tenant is currently leasing on the Property which consists of approximately 1500 square feet of space. This Lease includes nonexclusive use of the parking area located on the Property adjacent to the Lease Premises. Except as provided by this Lease, Tenant agrees that it shall have no right to use or ownership interest in the Leased Premises, the Property, furniture, equipment, or supplies that are owned or leased by Williamson County.
- 3. Term.** The initial term of this Lease shall commence on July 1, 2024 and shall end on June 30, 2025 with such rights of termination as are hereinafter expressly set forth. This Lease may be extended for four (4) additional terms of one (1) year each. In no event shall the total term of this Lease extend beyond the close of business on June 30, 2029. Renewals shall be exercised prior to the expiration of the term in the discretion of Owner which shall be evidenced by a fully executed extension. To be effective, extensions to this Lease shall be approved for form by the Williamson County Attorney's Office and the Williamson County Department of Finance, and signed by the Williamson County Mayor.
- 4. Rental.** The annual rental rate during the initial term and each renewal term shall be Eighteen Thousand and 00/100 Dollars (\$18,000.00) per year payable in equal monthly payments of One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) due in advance on the 1<sup>st</sup> day of each month payable to Owner at the address specified in Paragraph 10 or to such other address as Owner may designate by a notice in writing. Rent payable hereunder for any period of time less than one (1) month shall be determined by prorating the monthly rental herein specified, based on the actual number of days in the month. In addition to the annual rental rate, Tenant shall be responsible for all of Tenant's costs associated with the use of the Leased Premises. This covenant to pay Rent is independent of all other covenants under this Lease. Any payment of rent received by Owner more than thirty (30) days after the due date shall be subject to a late payment charge equal to one-and-one-half percent (1.5%) of the delinquent payment for each month the

payment is delinquent. Acceptance by Owner of said late fee shall not waive or release any other rights or remedies to which Owner may be entitled due to such late payment.

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

6. **Use.** Tenant shall use the Leased Premises for its non-profit activities and in a manner that does not prevent or inhibit other tenants' use or quiet enjoyment of the Property. Tenant will not make or suffer any unlawful, improper, or offensive use of the Leased Premises or any area of the Property, or any use or occupancy thereof contrary to any law of the state or any ordinance of Williamson County or the City of Franklin, or which shall be injurious to any person or property, or which shall be liable to endanger or affect any insurance on the Property or to increase the premium thereof.

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

8. **No Liens.** Tenant shall take all necessary steps to ensure that no mechanic's or materialmen's liens are filed against the Leased Premises as a result of any of Tenant's obligations or transactions. If any mechanic's lien is filed, Tenant shall discharge the lien within ten (10) days thereafter, at Tenant's expense, by paying off the lien. Tenant shall not engage in any financing or any other transactions creating any mortgages, mechanic's or materialman's liens, or any other encumbrances or liens or claims of any kind upon the Leased Premises or other property owned or controlled by Owner.

9. **Termination for Convenience.** Either Tenant or Owner may terminate this Lease at any time by giving written notice to the other party at least sixty (60) days prior to the date when such termination becomes effective. Said notice shall commence on the day after the date of mailing.

10. **Termination for Cause.**

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

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



11. **Notice.**

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

**B. Receipt.** Communications shall be deemed received, if by mail, on the earlier of receipt or the third calendar day after deposit in the mail with postage prepaid; if by courier, when delivered as evidenced by the courier's records; if by facsimile, upon confirmation of receipt by the sending telecopier; and if by electronic mail, when first available on the recipient's mail server. If received on a day other than a business day, or on a business day but after 4:30 p.m., recipient's local time, the communication will be deemed received at 9:00 a.m. the next business day.

**C. Addresses.**

i. Owner: Williamson County, Tennessee  
Williamson County Mayor's Office  
1320 West Main Street, Suite 125  
Franklin, Tennessee 37064

ii. Tenant: Community Child Care, Inc.  
129 West Fowlkes St, Suite 1270  
Franklin, Tennessee 37064

12. **Assignment and Subletting.** This Lease cannot be assigned or subleased by Tenant without the express written consent of Owner in the complete discretion of Owner.

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

14. **Alterations.**

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

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

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

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

16. **Surrender of Possession.** Upon termination or expiration of this Lease, Tenant will peaceably surrender to Owner the Leased Premises in as good order and condition as when received, reasonable use and wear thereof and damage by earthquake, fire, public calamity, the elements, act of God, or circumstances over which Tenant has no control or for which Owner is responsible pursuant to this Lease excepted. Owner

shall not be responsible for any items, fixtures, equipment, material, or any other item owned or leased by Tenant which remains in the Leased Premises beyond the termination of this Lease.

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

18. **Repair and Maintenance.** During the lease term, Owner shall maintain the Leased Premises and appurtenances which it provides in good repair and condition including, but not limited to, the maintenance and repair of the elevator, if any, plumbing, heating, electrical, air conditioning and ventilating equipment and fixtures to the end that all such facilities are kept in good operating condition by the parties except in case of damage arising from a willful or negligent act of Tenant, Tenant's agent, invitee, or employee. In case Owner, after notice in writing from Tenant requiring Owner to comply with the requirements of this paragraph in regard to a specified condition, shall fail, refuse, or neglect to comply therewith within thirty (30) days of receipt of the notice, or in the event of an emergency constituting a hazard to the health or safety of Tenant's employees, property, or invitees, Tenant may perform such maintenance or make such repair at its own cost and may deduct the amount thereof from the rent that may then be or thereafter become due hereunder.

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

20. **Insurance.** Without limiting its liability under this Lease, Tenant will procure and maintain at Tenant's expense during the life of this Lease all applicable insurance types and in the minimum amounts stated as follows:

- A. Commercial General Liability
  - iv. Completed Operations, including on-going operations in favor of the Additional Insured
  - v. Contractual Liability
  - vi. Personal Injury
- B. Workers Compensation
  - i. State: Statutory
  - ii. Employer's Liability:
    - \$ 1,000,000 per Accident
    - \$ 1,000,000 Disease, Policy Limit
    - \$ 1,000,000 Disease Each Employee

The Commercial General Liability policy will name Williamson County, Tennessee Government as an Additional Insured with respect to this Lease only. Except for those policies for which Tenant is a Qualified Self-Insurer, the insurance will be written by a company or companies licensed to do business in the state of Tennessee and satisfactory to Williamson County Government Risk Management. At the time of execution of this Lease, Tenant shall provide Owner a Certificate of Insurance evidencing that maintenance of the insurance will be furnished to Williamson County Government Risk Management. All insurance provided in compliance with this Lease shall be primary as to any other insurance or self-insurance programs afforded to or maintained by Owner. Tenant is urged to purchase and maintain property insurance for its property.

21. **Copyrights, Royalties, and Trademarks.** Tenant warrants that no music, visual displays, video, DVDs, literary or artistic work, or other property protected by copyright will be performed, reproduced, provided, or used, nor will the name of any entity protected by trademark be reproduced or used during Tenant's use of the Leased Premises unless Tenant has obtained written permission from the copyright or

trademark holder and has satisfied all copyright and trademark laws. Tenant shall comply strictly with all laws respecting copyright, royalties, and trademarks, and warrants that it will not infringe any related statutory, common law, or other right of any person during its use of the Leased Premises. To the degree permissible by applicable law, Tenant shall indemnify and hold Owner and its officers, agents, and employees harmless from all claims, losses and damages (including court costs and attorney fees) with respect to such copyright, royalty or trademark rights.

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

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

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

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

26. **Destruction.** If the Leased Premises is destroyed by fire or other casualty this Lease shall terminate with no further obligations from Owner. If such casualty shall render ten percent (10%) or less of the floor space of the Leased Premises unusable for the purpose intended, Owner shall effect restoration of the Leased Premises as is reasonably possible. In the event such casualty shall render more than ten percent (10%) of such floor space unusable but not constitute total destruction in Owner's sole opinion, Owner shall forthwith give notice to Tenant of the specific number of days required to repair the same. If Owner under such circumstances shall not give such notice within thirty (30) calendar days after such destruction, or if such notice shall specify that such necessary repairs will require more than ninety (90) days to complete from date such notice is given, Tenant, in either such event, at its option, may terminate this Lease or, upon notice to Owner, may elect to undertake the necessary repairs itself, deducting the cost thereof from the rental to become due under this Lease. Repairs may only be conducted by Tenant after written authorization is granted by Owner. In the event Tenant remains in possession of the Leased Premises though partially destroyed, the rental as herein provided shall be reduced by the same ratio as the net square feet Tenant is thus precluded from occupying bears to the total net square feet in the Leased Premises. "Net square feet" shall mean actual inside dimensions and shall not include public corridors, stairwells, elevators, and restrooms.

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

28. **Time of Essence.** Time is of the essence of this Lease, and the terms and provisions of this Lease shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns to the respective parties hereto.
29. **Health and Safety.**
- A. Tenant shall conform to the following Health and Safety provisions: U.S. Department of Labor, Occupational Safety and Health Act, all other applicable Federal, State, County and local laws, ordinances, codes, landfill regulations, and any other regulations as may be cited in this Lease. When any of these authorities are in conflict, the more stringent regulation/requirement will be followed. Tenant's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve its responsibility to comply with the safety provisions.
- B. If death, serious injuries, or serious property damage are caused, Tenant agrees to immediately report such incident to Williamson County Government Risk Management at (615) 790-5466 during business hours, or at (615) 791-6200 (requesting dispatch), after business hours, holidays, and weekends.
30. **Severability.** In the event that any section and/or term of this Lease is found by a court of competent jurisdiction to be in contravention of the Constitution of this State or of the United States, or any law of this State, such section and/or term is to be severable from the remainder of this Lease, and the remaining sections and/or terms are to be fully enforceable.
31. **Hazardous Material.** Owner shall not bring upon the Leased Premises any exhibit, equipment, material, item, or vehicle which is defined by any law or any codes as hazardous material or any material or item that in the sole judgment of the Williamson County Property Manager might be dangerous to persons or property or otherwise incompatible with the structure, systems, and furnishings of the Leased Premises.
32. **Compliance with Laws.** Tenant shall at all times keep and maintain the Leased Premises in compliance with all applicable laws, ordinances, statutes, rules, regulations, orders, and requirements of all federal, state, county and municipal governments and of all other governmental agencies or authorities having or claiming jurisdiction over the Leased Premises or the business activities conducted thereon or therein.
33. **Holding Over.** In the event Tenant remains in possession of the Leased Premises after the expiration of the Lease term, or any extension thereof, this Lease shall be automatically extended on a month-to-month basis, subject to thirty (30) days termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable.
34. **Prohibition of Encumbrances.** The parties shall not engage in any financing or any other transactions creating any mortgages, mechanic's or materialman's liens, or any other encumbrances or liens or claims of any kind upon the Leased Premises or other property owned or controlled by Owner.
35. **Americans with Disabilities Act.** Tenant shall, at its sole expense, maintain the Leased Premises in full compliance with all applicable federal, state or municipal laws, ordinances, rules and regulations currently in existence or hereafter enacted or rendered governing accessibility for the disabled or handicapped, including, but not limited to, any applicable provisions of The Americans With Disabilities Act, and all regulations and guidelines promulgated under any and all of the foregoing, as the same may be amended from time to time.
36. **Service Animals.** No animals are permitted in the Property except for service animals that are specifically trained to perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability.
37. **Waiver of Default.** No failure by either party to insist upon the strict performance of any term or condition of this Lease or to exercise any right or remedy available on a breach thereof, and no acceptance of full or partial rent during the continuance of any breach shall constitute a waiver of any breach of any term or

condition. No obligation of this Lease which either party is required to perform, and no breach thereof, shall be waived, altered, or modified, except by a written instrument executed by the parties. No waiver of any breach shall affect or alter any term or condition in full force and effect with respect to any other then existing or subsequent breach.

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

**IN WITNESS WHEREOF**, the parties hereto have caused this Lease to be executed by their duly authorized representatives as of the date recorded above.

**OWNER:**  
WILLIAMSON COUNTY, TENNESSEE

**TENANT:**  
COMMUNITY CHILD CARE, INC.

By: \_\_\_\_\_  
Rogers Anderson, Williamson County Mayor

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Phoebe Reilly, Budget Director

By: \_\_\_\_\_

By: \_\_\_\_\_  
Kevin Benson, Property Manager

By: \_\_\_\_\_  
Name/Title


By: \_\_\_\_\_  
Jim Ruhl, Risk Manager

By: \_\_\_\_\_  
Williamson County Attorney for Form

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO A LEASE AGREEMENT WITH COMMUNITY HOUSING PARTNERSHIP OF WILLIAMSON COUNTY**

- WHEREAS,** Williamson County, Tennessee is a governmental entity of the State of Tennessee and, as such, is authorized by Tennessee Code Annotated, Sections 5-7-116 and 7-51-901 et seq. to lease county owned property upon such terms as the Board of Commissioners deems appropriate; and
- WHEREAS,** Williamson County owns improved real property located at 129 West Fowlkes Street, Franklin, Tennessee, commonly known as the County Community Services Building; and
- WHEREAS,** Community Housing Partnership of Williamson County currently uses Suite 124 in the County Community Services Building, through a lease agreement which cannot be renewed; and
- WHEREAS,** Community Housing Partnership of Williamson County provides assistance with affordable housing in Williamson County to the citizens of Williamson County; and
- WHEREAS,** Community Housing Partnership of Williamson County has requested a new lease agreement to be executed to provide for an initial one (1) year term with four (4) options to extend to permit it to continue to occupy Suite 124 located at 129 West Fowlkes Street, Franklin, Tennessee; and
- WHEREAS,** the Williamson County Board of Commissioners finds it in the best interest of the citizens of Williamson County to enter into a lease agreement with Community Housing Partnership of Williamson County for the continued use of Suite 124 located at 129 West Fowlkes Street, Franklin, Tennessee:

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session, this the 10<sup>th</sup> day of June, 2024, hereby authorizes the Williamson County Mayor to execute a lease agreement with Community Housing Partnership of Williamson County, as well as all other related documents for it to continue to lease Suite 124 in the County Community Services Building located at 129 West Fowlkes Street, Franklin, Tennessee to provide assistance concerning affordable housing in Williamson County.

  
\_\_\_\_\_  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Property Committee	For <u>6</u>	Against <u>0</u>		
Budget Committee	For <u>5</u>	Against <u>0</u>		
Commission Action Taken:	For _____	Against _____	Pass _____	Out _____

\_\_\_\_\_  
Jeff Whidby, County Clerk

\_\_\_\_\_  
Brian Beathard, Commission Chairman

\_\_\_\_\_  
Rogers Anderson, Williamson County Mayor

\_\_\_\_\_  
Date

## LEASE AGREEMENT

**THIS LEASE AGREEMENT** ("Lease") is entered into as of this the \_\_\_\_ day of \_\_\_\_\_, 2024, by and between **WILLIAMSON COUNTY, TENNESSEE**, a governmental entity of the State of Tennessee ("Owner"), and **COMMUNITY HOUSING PARTNERSHIP OF WILLIAMSON COUNTY** ("Tenant"), concerning the lease of space in the Williamson County Community Services Building ("Facility").

**WHEREAS**, Tenant is currently leasing Suite 124 in the Williamson County Community Services building located at 129 West Fowlkes St., Franklin, Tennessee ("Leased Premises"); and

**WHEREAS**, the current lease agreement provided the parties may agree to extend the lease agreement for four (4) additional one (1) year terms; and

**WHEREAS**, the parties have exhausted the ability to extend the current lease agreement but have agreed to this new Lease for the same rental rate and under the same material terms; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and notwithstanding any contrary provisions of the original lease agreement, Owner and Tenant agree as follows:

- 1. Location.** Owner hereby leases to Tenant the Leased Premises. Tenant accepts the Leased Premises "as is." Notwithstanding the foregoing, Owner covenants and warrants that Owner is the true and lawful owner of the Leased Premises and has full power to let and lease the Leased Premises.
- 2. Description.** The Leased Premises consists of Suite 124 which it is currently occupying. This Lease includes nonexclusive use of the parking area located at the Facility.
- 3. Term.** The initial term of this Lease shall be for one (1) year and shall commence on July 1, 2024 and shall end on June 30, 2025 with such rights of termination as are hereinafter expressly set forth. This Lease may be extended for four (4) additional terms of one (1) year each. In no event shall this Lease extend to or exceed five (5) years. Renewals shall be exercised prior to the expiration of the term in the discretion of Owner which shall be evidenced by a fully executed extension. To be effective, any extensions to this Lease shall be approved for form by the Williamson County Attorney's Office and the Williamson County Department of Finance and signed by the Williamson County Mayor.
- 4. Rental.** The annual rental rate shall be One and 00/100 dollars (\$1.00) payable in advance on the 1<sup>st</sup> day of August of each year payable to Owner at the address listed below or to such other address as Owner may designate by a notice in writing. In addition to the annual rental rate, Tenant shall be responsible for all costs associated with use of the Leased Premises. Rent shall be paid to Owner at the address specified in Paragraph 11, or to such other address as Owner may designate by a notice in writing.
- 5. Possession.** Tenant shall be entitled to possession on the first day of the term of this Lease and shall yield possession to Owner on the last day of this Lease, unless otherwise terminated by Owner or as agreed in writing by the parties to extend the term of this Lease. At the expiration of this Lease, Tenant shall remove all personal property owned or leased by Tenant and peaceably yield up the Leased Premises to Owner. Tenant shall be entitled to reasonable nonexclusive use of the parking area. So long as Tenant is not in default in the performance of its covenants, agreements, and obligations under this Lease, Tenant shall be entitled to peaceful possession and quiet enjoyment of the Leased Premises during the term of this Lease.
- 6. Use.** Tenant shall use the Leased Premises for its non-profit activities and in a manner that does not prevent or inhibit other tenants' use or quiet enjoyment of the Leased Premises. Tenant will not make or suffer any unlawful, improper, or offensive use of the Leased Premises or any area of the Leased Premises, or any use or occupancy thereof contrary to any law of the state or any ordinance of Williamson County or any other applicable law, rule, code or ordinance, or which shall be injurious to any person or property, or which shall be liable to endanger or affect any insurance on the Leased Premises or to increase the premium thereof.

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

8. **No Liens.** Tenant shall take all necessary steps to ensure that no mechanic's or materialmen's liens are filed against the Leased Premises as a result of any of Tenant's obligations or transactions. If any mechanic's lien is filed, Tenant shall discharge the lien within ten (10) days thereafter, at Tenant's expense, by paying off the lien. Tenant shall not engage in any financing or any other transactions creating any mortgages, mechanic's or materialman's liens, or any other encumbrances or liens or claims of any kind upon the Leased Premises or other property owned or controlled by Owner.

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

10. **Termination for Cause.**

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

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

11. **Notice.**

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

**B. Receipt.** Communications shall be deemed received, if by mail, on the earlier of receipt or the third calendar day after deposit in the mail with postage prepaid; if by courier, when delivered as evidenced by the courier's records; if by facsimile, upon confirmation of receipt by the sending telecopier; and if by electronic mail, when first available on the recipient's mail server. If received on a day other than a business day, or on a business day but after 4:30 p.m., recipient's local time, the communication will be deemed received at 9:00 a.m. the next business day.

**C. Addresses.**

i. Owner: Williamson County, Tennessee  
Williamson County Mayor's Office  
1320 West Main Street, Suite 125  
Franklin, Tennessee 37064



ii. Tenant: Community Housing Partnership of Williamson County  
129 West Fowlkes Street, Suite 124  
Franklin, TN 37064

12. **Assignment and Subletting.** This Lease cannot be assigned or subleased by Tenant without the express written consent of Owner in the complete discretion of Owner.

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

14. **Alterations.**

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

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

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

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

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

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

18. **Repair and Maintenance.** During the lease term, Owner shall maintain the Leased Premises and appurtenances which it provides in good repair and condition including, but not limited to, the maintenance and repair of the elevator, if any, plumbing, heating, electrical, air conditioning and ventilating equipment and fixtures to the end that all such facilities are kept in good operating condition by the parties except in case of damage arising from a willful or negligent act of Tenant, Tenant's agent, invitee, or employee. In case Owner, after notice in writing from Tenant requiring Owner to comply with the requirements of this paragraph in regard to a specified condition, shall fail, refuse, or neglect to comply therewith within thirty (30) days of receipt of the notice, or in the event of an emergency constituting a hazard to the health or safety of Tenant's employees, property, or invitees, Tenant may perform such maintenance or make such repair at its own cost and may deduct the amount thereof from the rent that may then be or thereafter become due hereunder.

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

20. **Insurance.** Without limiting its liability under this Lease, Tenant will procure and maintain at Tenant's expense during the life of this Lease all applicable insurance types and in the minimum amounts stated as follows:

- A. Commercial General Liability
  - i. Per Occurrence limit of not less than \$ 2,000,000
  - ii. General Aggregate will not be less than \$ 3,000,000
  - iii. Medical Expense Limit will not be less than \$ 5,000 on any one person.
  - iv. Completed Operations, including on-going operations in favor of the Additional Insured
  - v. Contractual Liability
  - vi. Personal Injury
- B. Workers Compensation
  - i. State: Statutory
  - ii. Employer's Liability:
    - \$ 1,000,000 per Accident
    - \$ 1,000,000 Disease, Policy Limit
    - \$ 1,000,000 Disease Each Employee

The Commercial General Liability policy will name Williamson County, Tennessee Government as an Additional Insured with respect to this Lease only. Except for those policies for which Tenant is a Qualified Self-Insurer, the insurance will be written by a company or companies licensed to do business in the state of Tennessee and satisfactory to Williamson County Government Risk Management. At the time of execution of this Lease, Tenant shall provide Owner a Certificate of Insurance evidencing that maintenance of the insurance will be furnished to Williamson County Government Risk Management. All insurance provided in compliance with this Lease shall be primary as to any other insurance or self-insurance programs afforded to or maintained by Owner. Tenant is urged to purchase and maintain property insurance for its property.

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

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

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

with disabilities.

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

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

26. **Destruction.** If the Leased Premises is destroyed by fire or other casualty this Lease shall terminate with no further obligations from Owner. If such casualty shall render ten percent (10%) or less of the floor space of the Leased Premises unusable for the purpose intended, Owner shall effect restoration of the Leased Premises as is reasonably possible. In the event such casualty shall render more than ten percent (10%) of such floor space unusable but not constitute total destruction in Owner's sole opinion, Owner shall forthwith give notice to Tenant of the specific number of days required to repair the same. If Owner under such circumstances shall not give such notice within thirty (30) calendar days after such destruction, or if such notice shall specify that such necessary repairs will require more than ninety (90) days to complete from date such notice is given, Tenant, in either such event, at its option, may terminate this Lease or, upon notice to Owner, may elect to undertake the necessary repairs itself, deducting the cost thereof from the rental to become due under this Lease. Repairs may only be conducted by Tenant after written authorization is granted by Owner. In the event Tenant remains in possession of the Leased Premises though partially destroyed, the rental as herein provided shall be reduced by the same ratio as the net square feet Tenant is thus precluded from occupying bears to the total net square feet in the Leased Premises. "Net square feet" shall mean actual inside dimensions and shall not include public corridors, stairwells, elevators, and restrooms.

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

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

29. **Health and Safety.**

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

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

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

31. **Hazardous Material.** Owner shall not bring upon the Leased Premises any exhibit, equipment, material, item, or vehicle which is defined by any law or any codes as hazardous material or any material or item that in the sole judgment of the Williamson County Property Manager might be dangerous to persons or property or otherwise incompatible with the structure, systems, and furnishings of the Leased Premises.

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

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

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

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

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

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

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

**IN WITNESS WHEREOF**, the parties hereto have caused this Lease to be executed by their duly authorized representatives as of the date recorded above.

**OWNER:**  
WILLIAMSON COUNTY, TENNESSEE

**TENANT:**  
COMMUNITY HOUSING PARTNERSHIP OF  
WILLIAMSON COUNTY

By: \_\_\_\_\_  
Rogers Anderson, Williamson County Mayor

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Kevin Benson, Property Manager

By: \_\_\_\_\_  
Name/Title

By: \_\_\_\_\_  
Jim Ruhl, Risk Manager

By: \_\_\_\_\_  
Williamson County Attorney for Form

Williamson County\Agts\Real Property Agts\LEASES\NONPROFIT LEASES\Community Housing Partnership of WC\2024\2024.05.21 Lease Agt-Community Housing Partnership-K24-326.doc

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO A LEASE AGREEMENT WITH THE ARC OF WILLIAMSON COUNTY, INC.**

**WHEREAS,** Williamson County, Tennessee is a governmental entity of the State of Tennessee and, as such, is authorized by Tennessee Code Annotated, Sections 5-7-116 and 7-51-901 et seq. to enter into lease agreements for property owned by Williamson County upon such terms as the Board of Commissioners deems appropriate; and


**WHEREAS,** Williamson County owns improved real property located at 129 West Fowlkes Street, Franklin, Tennessee commonly referenced as the County Community Services Building; and

**WHEREAS,** The ARC of Williamson County, Inc. ("ARC") is currently occupying Suite 143 in the County Community Services Building located at 129 West Fowlkes Street, Franklin, Tennessee; and

**WHEREAS,** ARC has requested a new lease agreement to be executed to provide for an initial one (1) year term with four (4) options to extend to permit it to continue to occupy Suite 143 in the County Community Services Building; and

**WHEREAS,** the Williamson County Board of Commissioners finds it in the interest of the citizens of Williamson County to enter into a lease agreement with The ARC of Williamson County, Inc. for occupation of Suite 143:

**NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session, this the 10<sup>th</sup> day of June, 2024, hereby authorizes the Williamson County Mayor to execute a lease agreement with The ARC of Williamson County, Inc., as well as all other related documents necessary for it to lease Suite 143 in the Community Services Building located at 129 West Fowlkes Street, Franklin, Tennessee.

  
\_\_\_\_\_  
County Commissioner

**COMMITTEES REFERRED TO & ACTION TAKEN:**

Property Committee	For <u>6</u>	Against <u>0</u>		
Budget Committee	For <u>5</u>	Against <u>0</u>		
Commission Action Taken:	For _____	Against _____	Pass _____	Out _____

\_\_\_\_\_  
Jeff Whidby, County Clerk

\_\_\_\_\_  
Brian Beathard, Commission Chairman

\_\_\_\_\_  
Rogers C. Anderson, Williamson County Mayor

\_\_\_\_\_  
Date

## LEASE AGREEMENT

This Lease Agreement ("Lease Agreement") is entered into as of this the \_\_\_\_ day of \_\_\_\_\_, 2024, by and between **WILLIAMSON COUNTY, TENNESSEE**, a governmental entity of the State of Tennessee ("Owner"), and **THE ARC OF WILLIAMSON COUNTY, INC.** ("Tenant") concerning the lease of Suite 143 located in the County Community Services Building.

Witnesseth:

1. **Location.** Owner hereby leases to Tenant, Suite 143 in the County Community Services Building located at 129 West Fowlkes Street, Franklin, Tennessee 37064 ("Leased Premises"). Tenant accepts the Leased Premises "as is." Notwithstanding the foregoing, Owner covenants and warrants that Owner is the true and lawful owner of the Leased Premises and has full power to let and lease the Leased Premises.
2. **Description.** The Leased Premises consists of office space. This Lease Agreement includes nonexclusive use of the parking area located on the property.
3. **Term.** The initial term of this Lease Agreement shall be for one (1) year and shall commence on July 1, 2024 and shall end on June 30, 2025 with such rights of termination as are hereinafter expressly set forth. This Lease Agreement may be extended for four (4) additional terms of one (1) year each. In no event shall this Lease Agreement exceed beyond June 30, 2029 at 11:59 pm. Renewals shall be exercised prior to the expiration of the term in the discretion of Owner which shall be evidenced by a fully executed amendment. To be effective, any amendment to extend the Lease Agreement shall be approved for form by the Williamson County Attorney's Office and the Department of Finance and signed by the Williamson County Mayor.
4. **Rental.** The annual rental rate of Twelve Thousand Four Hundred Eighty 00/100 dollars (\$12,480.00) for Suite 143 payable by Tenant in monthly payments of One Thousand Forty and 00/100 dollars (\$1,040.00) is due in advance on the first of each month or in one annual payment due each year prior to July 31 of each extended term. In addition to the rental rate, Tenant shall be responsible for all costs associated with use of the Leased Premises. Rent shall be paid to Owner at the address specified in Paragraph 9, or to such other address as Owner may designate by a notice in writing.
5. **Possession.** Tenant shall be entitled to possession on the first day of the term of this Lease Agreement and shall yield possession to Owner on the last day of this Lease Agreement, unless otherwise terminated by Owner or as agreed in writing by the parties to extend the term of this Lease Agreement. At the expiration of this Lease Agreement, Tenant shall remove all personal property owned or leased by Tenant and peaceably yield up the Leased Premises to Owner at the expiration of this Lease Agreement. Tenant shall be entitled to reasonable nonexclusive use of the parking area.
6. **Warranty.** Tenant expressly assumes full responsibility for all persons connected with Tenant's use of the Leased Premises regardless of relationship, including all its employees, agents, members, invitees, visitors, paying customers, licensees, and participants in the provision of services. Tenant warrants that Tenant, its officers, employees, volunteers, agents, or anyone acting on behalf of Tenant will not make or suffer any unlawful, improper, or offensive use of the Leased Premises or any use or occupancy thereof contrary to any law of the state or any ordinance of Williamson County or the City of Franklin, or which shall be injurious to any person or property, or which shall be liable to endanger or affect any insurance on the property or to increase the premium thereof.
7. **Termination for Convenience.** Either Tenant or Owner may terminate this Lease Agreement at any time by giving written notice to the other party at least thirty (30) days prior to the date when such termination becomes effective. Said notice shall commence on the day after the date of mailing.
8. **Termination for Cause.**
  - A. **Tenant.** Tenant may in its sole discretion terminate this Lease Agreement at any time for any of the following causes: (a) Misrepresentations committed during the negotiation, execution, or

term of this Lease Agreement; or (b) Any other material breach of the terms of this Lease Agreement by Owner which is not adequately remedied within thirty (30) days of the mailing of written notice thereof to Owner.

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

**9. Notice.**

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

**B. Receipt.** Communications shall be deemed received, if by mail, on the earlier of receipt or the third calendar day after deposit in the mail with postage prepaid; if by courier, when delivered as evidenced by the courier's records; if by facsimile, upon confirmation of receipt by the sending telecopier; and if by electronic mail, when first available on the recipient's mail server. If received on a day other than a business day, or on a business day but after 4:30 p.m., recipient's local time, the communication will be deemed received at 9:00 a.m. the next business day.

**C. Addresses.**

- i. Owner: Williamson County, Tennessee  
Williamson County Mayor's Office  
1320 West Main Street, Suite 125  
Franklin, TN 37064
- ii. Tenant: The ARC of Williamson County, Inc.  
129 West Fowlkes Street, Suite 143  
Franklin, TN 37064

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

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

**12. Alterations.**

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



permits from any other governmental entity under any existing fire regulations or other laws or regulations.

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

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

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

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

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

16. **Repair and Maintenance.** During the lease term, Owner shall maintain the Leased Premises and appurtenances which it provides in good repair and condition including, but not limited to, the maintenance and repair of the elevator, if any, plumbing, heating, electrical, air conditioning and ventilating equipment and fixtures to the end that all such facilities are kept in good operating condition by the parties except in case of damage arising from a willful or negligent act of Tenant, Tenant's agent, invitee, or employee. In case Owner, after notice in writing from Tenant requiring Owner to comply with the requirements of this paragraph in regard to a specified condition, shall fail, refuse, or neglect to comply therewith within thirty (30) days of receipt of the notice, or in the event of an emergency constituting a hazard to the health or safety of Tenant's employees, property, or invitees, Tenant may perform such maintenance or make such repair at its own cost and may deduct the amount thereof from the rent that may then be or thereafter become due hereunder.

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

18. **Insurance.** Without limiting its liability under this Lease Agreement, Tenant will procure and maintain at Tenant's expense during the life of this Lease Agreement all applicable insurance types and in the minimum amounts stated as follows:

**A. General Liability** - Must be on an Occurrence Form, Claims Made is Not Acceptable, and will include:

- |      |  |                             |
|------|--|-----------------------------|
| i.   | Per Occurrence limit of not less than  | \$ 1,000,000                |
| ii.  | General Aggregate will not be less than  | \$ 1,000,000                |
| iii. | Medical Expense Limit will not be less than  | \$ 5,000 on any one person. |
| iv.  | Completed Operations, including on-going operations in favor of the Additional Insured |                             |

- v. Contractual Liability
- vi. Personal Injury
- B. Umbrella Excess Liability
  - i. \$ 1,000,000 over primary insurance
- C. Workers Compensation
  - i. State: Statutory
  - ii. Employer's Liability:
    - \$ 1,000,000 per Accident
    - \$ 1,000,000 Disease, Policy Limit
    - \$ 1,000,000 Disease Each Employee

The Commercial General Liability policy will name Williamson County, Tennessee Government as an Additional Insured with respect to this Lease Agreement only. The insurance will be written by a company or companies licensed to do business in the State of Tennessee and satisfactory to Williamson County Government Risk Management. At the time of execution of this Lease Agreement, Tenant shall provide Owner a Certificate of Insurance evidencing that maintenance of the insurance will be furnished to Williamson County Government Risk Management. All insurance provided in compliance with this Lease Agreement shall be primary as to any other insurance or self-insurance programs afforded to or maintained by Owner. Tenant is urged to purchase and maintain property insurance for its property.

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

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

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

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

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

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

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

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

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

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

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

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**IN WITNESS WHEREOF**, this Lease Agreement has been executed by the parties hereto as of the date first written above.

**OWNER:**

Williamson County, Tennessee

\_\_\_\_\_  
Rogers Anderson, Williamson County Mayor

\_\_\_\_\_  
Phoebe Reilly, Budget Director

\_\_\_\_\_  
Kevin Benson, Property Manager

\_\_\_\_\_  
Jim Ruhl, Risk Manager

\_\_\_\_\_  
Williamson County Attorney

**TENANT:**

The ARC of Williamson County, Inc.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/Title