

AGENDA

WILLIAMSON COUNTY BOARD OF COMMISSIONERS

Monday, July 8, 2024 – 7:00 p.m.

- I. OPEN COURT**

- II. INVOCATION & PLEDGE TO FLAG**

- III. ROLL CALL**

- IV. APPROVAL OF MINUTES** of the regular June 10, 2024, County Commission Meetings (Copies were mailed to each member of the County Commission)

APPROVAL OF MINUTES of the **Special Session** June 20, 2024 County Commission Meetings (Copies were mailed to each member of the County Commission)

APPROVAL OF MINUTES of the regular June 20, 2024 County Commission Meetings (Copies were mailed to each member of the County Commission)

- V. CITIZEN COMMUNICATION**

- VI. COMMUNICATIONS & MESSAGES**

- VII. REPORTS OF COUNTY OFFICES** – Department Heads should be prepared to make a verbal report and answer questions, upon request.
 - a. County Mayor – Rogers C. Anderson
 - b. W.C. Schools – Jason Golden, Director of Schools
 - c. Hospital Report – Phil Mazzuca, CEO, Williamson Medical Center
 - d. Health Report – Cathy Montgomery, County Health Director
 - e. Highway Report – Eddie Hood, Superintendent
 - f. Agriculture Report – Matt Horsman, Extension Leader
 - g. Parks & Recreation Report – Gordon Hampton, Director
 - h. Office of Public Safety – Bill Jorgensen, Director
 - i. Budget Committee – Chas Morton, Chairman
 - j. Education Committee – Tom Tunnicliffe, Chairman
 - k. Finance (Investment) Committee – Rogers Anderson, Chairman
 - l. Human Resources Committee – David O’Neil, Chairman
 - m. Law Enforcement/Public Safety Committee – Greg Sanford, Chairman
 - n. Municipal Solid Waste Board – Ricky Jones, Board Member
 - o. Parks & Recreation Committee – Paul Webb, Chairman
 - p. Property Committee – Pete Stresser, Chairman
 - q. Public Health Committee – Betsy Hester, Chairman
 - r. Purchasing & Insurance Committee – David Landrum, Chairman
 - s. Rules Committee – Mary Smith, Chairman
 - t. Steering Committee – Jennifer Mason, Chairman
 - u. Tax Study Committee – Sean Aiello, Chairman

Any other Committee wishing to report may do so at this time.

VIII. ELECTIONS & APPOINTMENTS

COUNTY MAYOR:

Budget Committee

Judy Herbert, Chair
 Meghan Guffee
 David O’Neil
 Mary Smith
 Rogers Anderson

Purchasing & Insurance

Jennifer Mason
 Pete Stresser
 Tom Tunnicliffe
 Paul Webb
 Rogers Anderson

Term Expiring

Judy Hayes

Nomination

Sharon Hatcher

Convention & Visitors Bureau

3 year term, expiring 6/27

**Emergency Communications Board
of Directors**

Districts 1 & 2
 4 Year term, expiring 3/28

Vacant

Nomination

Bill Jorgensen

Public Safety Director

Retiring Director

Bill Jorgensen

New Director

Connor Scott

COUNTY COMMISSION:

Board of Education-3rd District

Serves Until Next General Election
 (November, 2024)

RESIGNATION

Eliot Mitchell

NOMINATION

County Commissioner-10th District

Serves Until Next General Election
 (November, 2024)

David Landrum

Cheryl Brown

Judicial Commissioner

1 year term, expiring 7/25

Tahirih Amato

*Commission Members will take a brief recess to allow the paired districts to prepare nominations for the following Rotating Committees (*Reference Various Packet Inserts for Eligibility):

Rules

Steering

Human Resources

Parks and Recreation

IX. CONSENT AGENDA (Reference Attachment, if applicable)

X. UNFINISHED BUSINESS

XI. NEW BUSINESS

1) ZONING

2) APPROPRIATIONS

Resolution No. 7-24-1, Resolution Accepting a Donation on Behalf of Williamson County animal Center and Appropriating and Amending the 2024-25 Animal Center Budget by \$6,103-Revenues to Come From Donations – Commissioner Morton

Resolution No. 7-24-2, Resolution Appropriating and Amending the 2024-25 Capital Projects Budget by \$460,000 – Revenue to Come From Unappropriated Solid Waste/Sanitation Fund Balance – Commissioner Morton

Resolution No. 7-24-3, Resolution Authorizing the Williamson County Mayor to Enter into a Grant Contract with the State of Tennessee, Department of Agriculture on Behalf of the Williamson County Animal Center and Appropriating and Amending the 2024-25 animal Center Budget by \$1,300 – Revenues to Come From Grant Funds – Commissioner Morton

Appropriations (continued)

Resolution No. 7-24-4, Resolution Authorizing the Williamson County Mayor to Enter into an Interlocal Agreement with Middle Tennessee State University Concerning Opioid Abatement Grantee Data Tracking and Evaluation and Amending and Appropriating the 2024-25 Budget by \$61,860 for These Services – Revenues to Come From Opioid Settlement Funds – Commissioner Morton

Resolution No. 7-24-5, Resolution Appropriating and Amending the 2024-25 Capital Projects Budget by \$6,438,685 – Revenues to Come From County General Fund Balance – Commissioner Morton

Resolution No. 7-24-6, Resolution of the Intent to Fund Certain County General Projects Totaling \$34,711,427 in a 2024-25 Bond or Note Issue – Commissioner Morton

Resolution No. 7-24-7, Resolution Requesting an Intent to Fund for \$13,155,596 for the Williamson County Board of Education 2024-25 Capital Needs – Commissioner Morton

Resolution No. 7-24-8, Resolution Appropriating And Amending the 2024-25 Capital Projects Budget by \$351,651 for the Purchase of Fire Equipment – Revenues to Come from Fire Protection Privilege Tax Funds – Commissioner Morton

Resolution No. 7-24-9, Resolution Appropriating \$4,500 Education Privilege Tax and \$700,000 Adequate School Facilities Privilege Tax Funds and approving the Related Operating Transfers for the 2024-25 Rural Debt Service Expenditures – Commissioner Morton

Resolution No. 7-24-10, Resolution Appropriating \$3,800,000 Adequate School Facilities Privilege Tax Funds and Approving the Related Operating Transfers for 2024-25 General Debt Service Expenditures – Commissioner Morton

Resolution No. 7-24-11, Resolution amending the 2024-25 Capital Projects Budget and Appropriating up to \$2,700,000 for Major Corridor Study Projects and the Purchase of New Equipment – Revenues to Come From Unappropriated Highway Fund Balance – Commissioner Morton

Resolution No. 7-24-12, Resolution Authorizing the Williamson County Mayor to Enter Into a Grant Contract with the State of Tennessee, Department of Economic and Community Development and Appropriating and Amending the 2024-25 Capital Projects Budget by \$312,454.21 – Commissioner Morton

Resolution No. 7-24-13, Resolution Authorizing the Williamson County Mayor to Enter Into a Grant Contract with the State of Tennessee, Department of Economic and Community Development and Appropriating and Amending the 2024-25 Parks and Recreation Budget by \$100,000 – Commissioner Morton

Resolution No. 7-24-14, Resolution Appropriating and Amending the 2024-25 Register of Deeds' Budget by \$158,448 – Revenues to Come From Document Recording Fees – Commissioner Morton

Resolution No. 7-24-15, Resolution Appropriating and Amending the 2024-25 Capital Projects Budget by 4500,000 for the Purchase of Various Parks and Recreation Equipment – Revenues to Come From Recreation Privilege Tax Funds – Commissioner Morton

Resolution No. 7-24-16, Resolution Amending the 2024-25 Juvenile Services Budget in the Amount of \$192,000 – Revenues to Come From State Grant Funds – Commissioner Sanford

Resolution No. 7-24-17, Resolution Amending the 2024-25 Sheriff's Office Budget by \$1,368,796 for the Second Year Annual Lease Purchase with Axon, Inc. – Revenues to Come From General Fund Balance – Commissioner Sanford

Resolution No. 7-24-18, Resolution Appropriating and Amending the 2024-25 Circuit Court Clerk's Budget by \$25,000 – Revenues to Come From Reserve Account – Commissioner Morton

LATE FILED Resolution No. 7-24-31, Resolution Appropriating and Amending the 2024-25 Health Department Budget by \$5,500 – Revenues to Come From Donations – Commissioner Webb

LATE FILED Resolution No. 7-24-32, Resolution Appropriating and Amending the 2024-25 County Clerk's Budget by \$50,000 for Equipment and Maintenance Costs – Revenues to Come from Filing Fees – Commissioner Webb

LATE FILED Resolution No. 7-24-33, Resolution Appropriating and Amending the 2024-25 Parks and Capital Improvement Program by \$120,000 – Revenues to Come From Reserves – Commissioner Webb

3) OTHER

Resolution No. 7-24-19, Resolution Authorizing the Williamson County Mayor to Execute Memorandums of Understanding Concerning the Provisions of School Resource Officers – Commissioner Morton

Other, (continued)

Resolution No. 7-24-20, Resolution Amending the Rules, Regulations and Procedures of the Williamson County Board of Commissioners Concerning the Recording and Archiving of all Budget Committee Meetings – Commissioners Richards and Morton

Resolution No. 7-24-21, Resolution Authorizing the Williamson County Mayor to Enter into an Interlocal Agreement with the Participating Counties Through Their Chief Local Officials for Joint Participation in the Norther Middle Tennessee Local Workforce Board – Commissioner Morton

Resolution No. 7-24-22, Resolution Authorizing the Williamson County Mayor to Enter into an Interlocal Agreement with the Town of Thompson’s Station Concerning Law Enforcement Coverage – Commissioner Sanford

Resolution No. 7-24-23, Resolution to Surplus and Approve the Conveyance of a Black Labrador K-9 Officer from the Williamson County Sheriff’s Office to his Law Enforcement Handler – Commissioner Sanford

Resolution No. 7-24-24, Resolution Accepting the Donation of Law Enforcement Equipment from the 21st Judicial District Drug Task Force on Behalf of the Williamson County Sheriff’s Office – Commissioner Sanford

Resolution No. 7-24-25, Resolution Authorizing the Williamson County Mayor to Enter Into an Interlocal Agreement with the 21st Judicial District Drug Task Force – Commissioner Sanford

Resolution No. 7-24-26, Resolution Authorizing the Williamson County Mayor to Sign a Contract with the State of Tennessee Department of Children’s Services for the Provision and Reimbursement of Juvenile Detention Services – Commissioner Sanford

Resolution No. 7-24-27, Resolution Authorizing the Williamson County Mayor to Enter Into a Contract with Maury County, Tennessee on Behalf of the Juvenile Court of Williamson County, to House Juveniles in the Williamson County Juvenile Detention Center – Commissioner Sanford

Resolution No. 7-24-28, Resolution Authorizing the Williamson County Mayor to Enter into an Interlocal Agreement with the Town of Nolensville for the Provision of Periodic Road Work and Maintenance to Municipal Roads – Commissioner Morton

Resolution No. 7-24-29, Resolution Authorizing the Williamson County Mayor to Enter into an Interlocal Agreement with the Town of Thompson’s Station or the Provision of Periodic Road Work and Maintenance to Municipal Roads – Commissioner Morton

Resolution No. 7-24-30, Resolution to Authorize the Williamson County Clerk’s Office to Write Off the Attached List of Checks – Commissioner Morton

LATE FILED Resolution No. 7-24-34, Resolution Authorizing Williamson County to Join the State of Tennessee and Other Local Governments in Amending the Tennessee State-Subdivision Opioid Abatement Agreement and Approving the Relates Settlement Agreements – Commissioner Webb

XII. ADJOURNMENT

Anyone requesting accommodation due to disabilities should contact Williamson County Risk Management at (615) 790-5466. This request, if possible, should be made three (3) working days prior to the meeting.

Williamson Medical Center & Subsidiaries
Financial Statement Highlights
Month Ended May 31, 2024

Actuals	Month		Year to Date	
	Current	Budget	Current	Budget
Net Revenue	\$29,262,089	\$28,540,127	\$304,957,198	\$308,276,616
Total Operating Expenses	29,366,306	28,962,532	308,299,366	314,037,592
Net Non-Operating Rev/Exp	493,090	871,845	12,175,050	9,590,291
Net Income/Loss	\$388,873	\$449,440	\$8,832,881	\$3,829,316

Balance Sheet	Current Month	Prior Month	Increase (decrease)
Operating Account Balance	\$35,822,573	\$37,391,058	(\$1,568,485)
Available to Use Cash	121,422,562	127,786,999	(\$6,364,437)
Collections	28,804,279	27,181,624	\$1,622,655
Days Cash on Hand -all sources	143	152	(8.5)
Days Cash on Hand -excluding bond funds	93.0	95.4	(2.4)
Debt Coverage	2.14	2.19	(0.05)

Key Financial Stats/Indicators	Current Month	13 Month Average	Increase (decrease)
Admissions-Adults	767	729	38
Admissions-Pediatrics	26	23	3
Patient Days	2,951	2,803	148
Equivalent Patient Days	11,878	10,926	952
Surgeries	970	929	41
Emergency Room	3,860	3,575	285

WILLIAMSON MEDICAL CENTER & SUBSIDIARIES
STATEMENT OF CASH FLOWS
For the Period Ending May 31, 2024

NET INCOME (LOSS) FROM OPERATIONS	\$	388,873	
PLUS DEPRECIATION (Not a Cash Expense)		1,412,850	
SUB-TOTAL			\$ 1,801,722
CASH PROVIDED BY:			
INCREASE IN ACCRUED WAGES PAYABLE	\$	2,190,672	
INCREASE IN BOND INTEREST PAYABLE		621,434	
DECREASE IN ACCOUNTS RECEIVABLE		474,138	
INCREASE IN ACCRUED EMPLOYEE BENEFITS		338,194	
LEASE RECEIVABLE LESS CURRENT PORTION		259,059	
DECREASE IN MISC ASSETS		126,169	
INCREASE IN PAYROLL TAXES PAYABLE		97,607	
CURRENT PORTION OF LEASE RECEIVABLE		2,635	
			4,109,908
TOTAL SOURCES OF CASH			5,911,630.19
CASH USED FOR:			
INCREASE IN FIXED ASSETS	\$	9,997,617	
DECREASE IN OTHER CURRENT OBLIGATIONS		459,050	
DECREASE IN DEFERRED INFLOW OF RESOURCES		271,234	
FINANCE LEASE LIABILITIES LESS CURRENT		263,398	
DECREASE IN EMPLOYEE DED PAYABLE		255,808	
INCREASE IN INVENTORIES		244,375	
DECREASE IN ACCOUNTS PAYABLE		197,898	
INCREASE IN PREPAID EXPENSES		157,671	
DECREASE IN CURRENT PORTION OF LONG TERM DEBT		90,965	
DECREASE IN BONDS PAYABLE		74,615	
DECREASE IN SUBSCRIPTION LEASE LIABILITIES, LESS CURRENT PORTION		62,270	
DECREASE IN NOTES PAYABLE		60,952	
DECREASE IN CURRENT PORTION OF FINANCE LEASE LIABILITIES		41,179	
DECREASE IN THIRD PARTY SETTLEMENTS		39,371	
DECREASE IN OTHER LONG-TERM LIABILITIES		29,131	
DECREASE IN CURRENT PORTION OF SUBSCRIPTION LEASE LIABILITIES		22,198	
DECREASE IN SERP LIABILITY		8,333	
TOTAL USES OF CASH			12,276,067
INCREASE OR (DECREASE) IN CASH ACCOUNTS			(6,364,437)
BEGINNING TOTAL CASH BALANCE			127,786,999
ENDING TOTAL CASH BALANCE			\$ 121,422,562
OPERATING CASH			\$ 35,822,573
FUNDS RESTRICTED AS TO USE:			85,599,989
GRAND TOTAL OF ALL CASH ASSETS			\$ 121,422,562

WILLIAMSON MEDICAL CENTER & SUBSIDIARIES
BALANCE SHEET
For the Period Ending May 31, 2024

	CURRENT MONTH	PRIOR MONTH	INCREASE (DECREASE)	PERCENT CHANGE
CASH				
Funds Mgmt/General Fund	\$ 35,822,573	\$ 37,391,058	\$ (1,568,485)	-4.2%
TOTAL CASH	35,822,573	37,391,058	(1,568,485)	-4.2%
RECEIVABLES				
Patient Receivables	143,196,801	142,705,171	491,630	0.3%
Contractual Allowances	(104,674,267)	(103,551,204)	(1,123,062)	1.1%
Other Receivables	980,654	823,358	157,295	19.1%
TOTAL RECEIVABLES	39,503,187	39,977,325	(474,138)	-1.2%
INVENTORIES				
General Stores	608,947	575,529	33,418	5.8%
Pharmacy	779,349	726,047	53,302	7.3%
Surgery	5,163,278	5,005,623	157,655	3.1%
TOTAL INVENTORIES	6,551,574	6,307,199	244,375	3.9%
Prepaid Expenses	3,254,060	3,096,389	157,671	5.1%
Current portion of lease receivable	3,101,366	3,104,001	(2,635)	-0.1%
TOTAL CURRENT ASSETS	88,232,761	89,875,971	(1,643,211)	-1.8%
PROPERTY, PLANT & EQUIP				
Land and Land Imp.	16,691,095	16,691,095	0	0.0%
Building & Building Serv	406,710,769	396,862,519	9,848,250	2.5%
Equipment	127,857,774	127,708,407	149,367	0.1%
Less: Accum Depr	(217,420,841)	(216,439,070)	(981,771)	0.5%
TOTAL P,P & E	333,838,797	324,822,951	9,015,846	2.8%
OTHER ASSETS				
Funded Depreciation	37,695,175	37,695,175	0	0.0%
2018 Bond Fund	5,333,538	5,310,938	22,600	0.4%
2021B Bond Fund	13,107,607	17,951,486	(4,843,879)	-27.0%
2022 Bond Fund	1,522	1,522	0	0.0%
Bond Payment Fund	13,796,884	13,771,557	25,327	0.2%
Bond Escrow Fund	15,665,263	15,665,263	0	0.0%
Miscellaneous Assets/Investments	65,497,625	65,623,794	(126,169)	-0.2%
Capitalized Costs/Bond Issue Costs	707,381	721,817	(14,436)	-2.0%
Lease Receivable, less current portion	11,560,789	11,819,848	(259,059)	-2.2%
Finance Lease Right-to-Use Assets	19,717,622	20,049,329	(331,706)	-1.7%
Subscription Right-to-Use Assets	1,905,094	1,990,030	(84,936)	-4.3%
TOTAL OTHER ASSETS	184,988,500	190,600,760	(5,612,259)	-2.9%
TOTAL ASSETS	\$ 607,060,058	\$ 605,299,681	\$ 1,760,376	0.3%

WILLIAMSON MEDICAL CENTER & SUBSIDIARIES
BALANCE SHEET
For the Period Ending May 31, 2024

	CURRENT MONTH	PRIOR MONTH	INCREASE (DECREASE)	PERCENT CHANGE
CURRENT LIABILITIES				
Accounts Payable	\$ 18,842,030	\$ 19,039,929	\$ (197,898)	-1.0%
Due from BJIT	-	-	-	0.0%
Accrued Wages Payable	8,802,510	6,611,838	2,190,672	33.1%
Payroll Taxes Payable	384,076	286,469	97,607	34.1%
Employee Ded Payable	210,788	466,596	(255,808)	-54.8%
Accrued Employee Benefits	7,570,817	7,232,623	338,194	4.7%
Accrued Bond Interest	747,302	125,868	621,434	493.7%
Current Portion-Bonds Payable	7,085,379	7,085,379	-	0.0%
Current Portion of Long Term Debt	13,845,164	13,936,128	(90,965)	-0.7%
Estimated Third Party Settlements	846,074	885,445	(39,371)	-4.4%
Current portion of Finance Lease Liabilities	3,258,470	3,299,649	(41,179)	-1.2%
Current portion of Subscription Lease Liabilities	812,079	834,277	(22,198)	-2.7%
Other Current Obligations	3,354,684	3,813,734	(459,050)	-12.0%
TOTAL CURRENT LIAB	65,759,374	63,617,937	2,141,438	3.4%
LONG TERM LIABILITIES				
Hospital Expansion Bonds 2012	\$ -	\$ -	-	#DIV/0!
Hospital Expansion Bonds 2013	16,042,765	16,058,873	(16,108)	-0.1%
Hospital Expansion Bonds 2018	35,206,527	35,219,609	(13,082)	0.0%
Hospital Expansion Bonds 2021	79,285,345	79,318,607	(33,262)	0.0%
Hospital Expansion Bonds 2022	65,940,138	65,952,301	(12,163)	0.0%
INS Bank-Parking Deck	746,394	786,011.98	(39,618)	-5.0%
Deferred Comp Liability	5,127,720	5,127,720	-	0.0%
SERP Liability	-	8,333	(8,333)	0.0%
Franklin Synergy Bank-Curd Lane Property	1,613,959	1,626,466	(12,507)	-0.8%
1st Horizon Bank-Consolidated	-	-	-	0.0%
Promissory note-National Center for Pelvic Health	61,793	70,620.00	(8,828)	-12.5%
Other long-term liabilities	1,100,200	1,129,331	(29,131)	-2.6%
Finance Lease Liabilities, less current portion	17,534,699	17,798,097	(263,398)	-1.5%
Subscription Lease Liabilities, less current portion	1,171,795	1,234,065	(62,270)	-5.0%
Deferred Inflow of resources - lease obligations	13,629,732	13,900,966	(271,234)	-2.0%
TOTAL LONG TERM LIAB	237,461,066	238,231,000	(769,934)	-0.3%
FUND BALANCE	303,839,617	303,450,745	388,873	0.1%
TOTAL LIABILITY & FUND BALANCE	\$ 607,060,058	\$ 605,299,681	\$ 1,760,376	0.3%

Williamson Medical Center & Subsidiaries
Income Statement
For the Period Ending May 31, 2024
Comparison of Actual to Budget

	<u>Month To Date</u>				<u>Year To Date</u>			
	Actual	Budget	Variance	Var%	Actual	Budget	Variance	Var%
Net Patient Svc Revenue	\$ 28,080,973	\$ 27,707,256	373,718	1.3%	\$ 294,523,736	\$ 299,115,032	\$ (4,591,296)	-1.5%
Other Operating Revenue	\$ 1,181,115	\$ 832,871	\$ 348,244	41.8%	\$ 10,433,462	\$ 9,161,585	\$ 1,271,877	13.9%
Net Operating Revenue	\$ 29,262,089	\$ 28,540,127	721,961	2.5%	\$ 304,957,198	\$ 308,276,616	\$ (3,319,419)	-1.1%
Operating Expenses:								
Salaries & Benefits	\$ 17,712,133	\$ 16,378,682	\$ 1,333,451	8.1%	\$ 178,751,030	176,835,064	\$ 1,915,966	1.1%
Medical Prof. Fees	306,844	321,163	(14,319)	-4.5%	3,322,562	3,532,793	(210,231)	-6.0%
Supplies	5,003,311	5,740,435	(737,124)	-12.8%	57,349,526	62,262,457	(4,912,931)	-7.9%
Other Expenses	1,710,528	1,858,708	(148,180)	-8.0%	17,990,169	20,221,428	(2,231,259)	-11.0%
Purchased Services	1,785,149	1,880,999	(95,850)	-5.1%	19,936,200	20,582,656	(646,456)	-3.1%
Repair/Main Equipment	713,417	710,785	2,632	0.4%	7,467,051	7,813,393	(346,342)	-4.4%
Equipment Leases	80,805	19,607	61,198	312.1%	486,100	216,120	269,980	124.9%
Total Operating Expenses	\$ 27,312,187	\$ 26,910,379	\$ 401,808	1.5%	\$ 285,302,638	\$ 291,463,911	\$ (6,161,272)	-2.1%
Net Operating Income	\$ 1,949,902	\$ 1,629,748	\$ 320,154	19.6%	\$ 19,654,559	\$ 16,812,706	\$ 2,841,854	16.9%
Non-Operating Revenue	\$ 493,090	871,845	\$ (378,755)	-43.4%	\$ 12,175,050	9,590,291	\$ 2,584,758	27.0%
EBITDA	\$ 2,442,992	\$ 2,501,593	\$ (58,601)	-2.3%	\$ 31,829,609	\$ 26,402,997	\$ 5,426,612	20.6%
EBITDA %	8.2%	8.5%			10.0%	8.3%		
Interest	\$ 641,270	\$ 711,000	\$ (69,730)	-9.8%	\$ 7,217,032	\$ 7,820,998	\$ (603,966)	-7.7%
Depreciation & Amort.	1,412,850	1,341,153	71,697	5.3%	15,779,696	14,752,683	1,027,013	7.0%
Net Income/(Loss)	\$ 388,873	\$ 449,440	\$ (60,567)	-13.5%	\$ 8,832,881	\$ 3,829,316	\$ 5,003,565	130.7%
Net Income %	1.31%	1.53%			2.79%	1.20%		

Williamson County
Education Impact Fee

	COLLECTION DURING FYE 6/30/17	COLLECTION DURING FYE 6/30/18	COLLECTION DURING FYE 6/30/19	COLLECTION DURING FYE 6/30/20	COLLECTION DURING FYE 6/30/21	COLLECTION DURING FYE 6/30/22	COLLECTION DURING FYE 6/30/23	JULY 2023	AUGUST 2023	SEPTEMBER 2023	OCTOBER 2023	NOVEMBER 2023	DECEMBER 2023	JANUARY 2024	FEBRUARY 2024	MARCH 2024	APRIL 2024	MAY 2024	JUNE 2024	TOTAL COLLECTIONS	
IM100 - WCS																					
FEE	2,154,192.00	11,553,360.00	12,745,981.00	13,421,814.00	39,385,076.50	22,189,650.00	13,776,382.00	1,517,050.00	2,080,059.00	1,341,965.00	1,348,326.00	1,367,848.00	865,588.00	1,483,768.00	1,437,915.00	1,182,287.00	1,539,257.00	1,786,234.00	-	131,176,752.50	
PAID UNDER PROTEST	349,738.50	4,957,756.50	5,623,833.00	5,696,470.00	(16,627,798.00)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
INTEREST	10.00	91,466.58	508,762.89	709,023.96	194,397.41	146,643.91	1,941,663.67	232,208.33	247,584.50	268,076.05	270,830.34	290,862.33	287,300.59	303,896.03	311,442.23	296,477.07	323,925.97	315,690.29	-	6,740,262.15	
TR COMMISSION	25,145.08	166,039.97	188,718.89	198,331.96	229,484.03	223,362.98	157,180.46	17,492.58	23,276.44	16,100.41	16,191.56	16,587.10	11,528.89	17,876.64	17,493.58	14,787.64	18,631.83	21,019.25	-	1,379,249.29	
IM200 - FSSD																					
FEE	0.00	112,098.50	165,062.00	1,097,272.00	816,270.00	441,398.00	654,319.00	-	4,877.00	-	-	3,457.00	-	214,495.00	25,587.00	4,877.00	-	-	9,173.00	-	3,548,885.50
PAID UNDER PROTEST	0.00	193,385.00	18,366.00	4,506.00	(216,257.00)	-	-	-	-	-	-	-	-	-	-	-	7,305.00	-	-	-	7,305.00
INTEREST	0.00	2,137.13	8,639.74	15,302.53	5,457.92	3,412.23	39,444.80	5,392.37	7,562.63	7,961.79	7,755.96	8,059.47	7,832.22	8,128.15	8,175.00	7,737.92	9,143.63	8,910.74	-	-	161,054.23
TR COMMISSION	0.00	3,062.11	1,987.56	11,111.93	6,088.45	4,448.10	6,937.65	53.92	124.40	79.62	77.56	115.16	78.32	2,226.24	337.62	126.15	164.49	180.84	-	-	37,200.12
NET COLLECTIONS	2,478,795.42	16,741,101.63	18,879,938.18	20,734,944.60	23,321,574.35	22,553,293.06	16,247,691.36	1,737,104.20	2,316,682.30	1,601,822.81	1,610,643.18	1,653,524.53	1,149,113.60	1,990,184.30	1,765,288.03	1,476,465.20	1,860,835.28	2,098,807.94	0.00	140,217,809.97	

SUMMARY FOR IMPACT FEE COLLECTIONS

Total Collected to Date	140,217,809.97
Total Allocated for Projects	(64,498,538.48)
Total Net Collections	75,719,271.49
Total Paid under Protest	(7,305.00)
Total Available for Allocation	75,711,966.49



6/14/24

Phoebe Reilly
Budget Director, Williamson County, Tennessee
1320 West Main Street, Suite 125
Franklin, TN 37064

Dear Phoebe,

Please find enclosed the Consolidated Profit and Loss Statement for the Cool Springs Conference Center for period end May 31st, 2024.

A summary of the financial and distribution data is as follows:

COOL SPRINGS CONFERENCE CENTER
May, 2024

	CURRENT MONTH			YEAR-TO-DATE		
	ACTUAL	BUDGET	LAST YR	ACTUAL	BUDGET	LAST YR
GROSS REVENUE	631,280	585,985	642,079	7,413,438	7,467,415	7,090,996
HOUSE PROFIT	90,712	72,494	131,386	1,478,316	1,434,671	1,563,874
Less: FIXED EXPENSES	38,625	41,594	38,541	426,349	457,534	437,880
NET INCOME	52,087	30,900	92,845	1,051,967	977,137	1,125,994
Less: FF&E RESERVE 5%	31,564	29,299	32,104	370,602	373,221	354,550
NET CASH FLOW	20,523	1,601	60,741	681,365	603,916	771,444

TOTAL CURRENT BALANCE DUE TO OWNERS

TOTAL DUE TO CITY OF FRANKLIN

TOTAL DUE TO WILLIAMSON COUNTY

The financial statements for the Cool Springs Conference Center, subject to routine year-end audit and adjustments, is true and correct in all material respects to the best of my knowledge.

Sincerely,



Brittany Cox
Accounting Manager



Matt Lahiff
General Manager

FRANKLIN MARRIOTT COOL SPRINGS
700 COOL SPRINGS BLVD
FRANKLIN, TENNESSEE 37067 USA
T: 615.261.6100
MARRIOTT.COM/BNACS

Cool Springs Conference Center
 County Profit / -Loss
 By Fiscal Year

	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>	<u>2012-2013</u>	<u>2013-2014</u>	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
July	-28,532.28	-46,497.94	-52,209.68	-7,691.22	-36,545.82	-28,542.26	-54,282.13	-17,511.50	-32,266.50	-29,761.00	-49,914.00	-63,264.00	-15,269.00	-21,002.00	-20,134.00	-19,158.00
August	57,702.78	-2,257.02	12,883.64	118,811.60	48,604.64	-18,101.32	16,435.07	-84,060.00	2,719.25	13,164.00	4,452.00	49,885.00	-14,794.00	52,329.00	16,689.00	79,690.00
September	24,071.74	-23,828.22	13,242.14	42,260.92	58,725.66	34,240.22	-45,234.55	-7,482.50	15,575.50	-2,501.00	40,369.00	68,500.00	-27,859.00	31,516.00	72,173.00	47,477.00
October	38,195.74	50,008.38	53,024.82	55,787.36	24,229.36	30,097.86	30,305.00	73,503.00	27,310.00	76,034.00	143,486.00	96,722.00	-28,058.00	88,432.00	87,654.00	77,488.00
November	17,167.38	2,607.48	61,641.12	5,322.02	4,962.94	-13,864.78	27,731.00	-1,435.50	-5,898.50	44,350.00	63,790.00	-6,258.00	-32,908.00	-13,698.00	41,869.00	20,515.00
December	103,200.30	29,329.56	39,646.60	63,430.36	54,577.16	91,933.14	-53,885.50	90,526.50	48,718.00	-43,578.00	9,187.00	18,602.00	-54,120.00	56,917.00	9,261.00	16,172.00
January	-33,427.76	-46,444.80	19,432.86	-34,983.82	-5,031.36	-12,669.10	-67,577.50	-15,958.50	-59,537.00	-32,369.00	16,722.00	35,126.00	-43,914.00	-15,337.00	-43,450.00	-39,437.00
February	57,358.50	353.00	23,411.50	-12,989.64	13,210.72	21,279.74	136,887.00	52.50	14,645.00	88,228.00	60,530.00	63,595.00	-41,564.00	25,780.00	66,912.00	70,311.00
March	44,238.36	-18,362.38	18,311.86	68,439.42	22,493.26	-633.34	-32,783.00	-2,379.50	30,608.00	38,448.00	-48,696.00	39,316.00	-39,257.00	51,904.00	41,313.00	-21,036.00
April	26,860.58	8,033.42	7,534.42	21,600.34	68,046.00	11,630.42	32,093.00	58,337.00	36,074.00	28,028.00	4,908.00	-32,937.00	43,488.00	109,510.00	83,065.00	97,693.00
May	33,395.54	-24,737.96	4,336.66	28,778.14	-19,740.92	-1,286.56	-4,720.50	972.00	-14,551.50	4,654.00	30,615.00	-43,893.00	-42,575.00	19,250.00	30,371.00	10,262.00
June	-22,410.26	23,554.94	1,394.46	18,276.76	12,929.40	-25,004.56	80,638.00	28,889.00	29,395.50	37,163.00	29,231.00	-13,204.00	163.00	29,256.00	-3,590.00	0.00
	317,820.62	-48,241.54	202,650.40	367,042.24	246,461.04	89,079.46	65,605.89	123,452.50	92,791.75	221,860.00	304,680.00	212,190.00	-296,667.00	414,857.00	382,133.00	339,977.00

Total profit/-loss since 1998 \$ 4,386,864.11

Undesignated Fund Balance
 FY 2023-2024

	Beginning Fund Balance July 1, 2023	Budget Amend. & Adjust.	Ending Fund Balance July 2023	Ending Fund Balance August 2023	Ending Fund Balance September 2023	Ending Fund Balance October 2023	Ending Fund Balance November 2023	Ending Fund Balance December 2023	Ending Fund Balance January 2024	Ending Fund Balance February 1, 2024	Ending Fund Balance March 2024	Ending Fund Balance April 2024	Budget Amend. & Adjust.	Ending Fund Balance May 2024
General Fund	82,260,580.81	-7,351,713.86	74,908,866.95	74,953,828.92	73,407,172.04	73,422,348.37	73,587,537.28	73,568,858.81	73,568,894.81	73,663,576.56	73,619,344.56	73,619,344.56	-964,590.00	72,654,754.56
Solid Waste Sanitation	10,432,949.01	-3,295,314.00	7,137,635.01	7,137,635.01	7,137,635.01	7,137,635.01	7,323,775.65	7,322,848.47	7,322,848.47	7,322,848.47	7,322,848.47	7,322,848.47	0.00	7,322,848.47
Highway/Public Works	14,868,052.77	-6,895,000.00	7,973,052.77	7,973,052.77	8,148,980.31	8,148,980.31	8,324,035.55	8,424,941.17	8,424,941.17	8,424,941.17	8,424,941.17	8,424,941.17	0.00	8,424,941.17
General Debt Service	39,634,289.61	0.00	39,634,289.61	39,634,289.61	39,634,289.61	39,634,289.61	39,634,289.61	39,576,254.06	39,576,254.06	39,576,254.06	39,576,254.06	39,576,254.06	0.00	39,576,254.06
Rural Debt Service	23,259,927.28	0.00	23,259,927.28	23,259,927.28	23,259,927.28	23,259,927.28	23,259,927.28	23,189,552.56	23,189,552.56	23,189,552.56	23,189,552.56	23,189,552.56	0.00	23,189,552.56

Williamson County
Privilege Tax Report

Month of MAY 2024

	Adequate School Facilities	Schools	Recreation	Fire	Highway
Previous Balance	5,127,562.98	5,135,199.53	525,049.79	614,845.45	113,190.77
Brentwood	35,183.61	32,368.92	2,814.69		
Franklin	77,740.74	71,521.48	6,219.26		
Fairview	58,374.36	53,704.41	4,669.95		
Spring Hill	66,117.15	60,827.78	5,289.37		
Thompson's Station	49,536.63	45,573.70	3,962.93		
Nolensville	23,984.73	22,065.95	1,918.78		
Unincorporated Williamson County	342,861.75	240,003.22	27,428.94	68,572.35	6,857.23
Interest	19,366.44	18,096.76	3,910.87	9,544.56	2,042.94
Commercial					
Monthly Total	673,165.41	544,162.22	56,214.79	78,116.91	8,900.17
Cumulative Total	5,800,728.39	5,679,361.75	581,264.58	692,962.36	122,090.94
FSSD Monthly Appropriations	24,607.15	28,923.30			
Monthly Appropriations	163,700.13				
Cumulative Appropriations	100,367,563.48	152,659,589.64	15,137,622.52	4,696,447.97	7,523,933.59
Net Revenue	5,612,421.11	5,650,438.45	581,264.58	692,962.36	122,090.94

Appropriations:

Adequate Schools/ APRIL '24 Cities payable	\$	163,700.13
Adequate Schools/APRIL '24 FSSD payable		24,607.15
Schools/APRIL '24 FSSD payable		28,923.30



Memorandum

To: Williamson County Board of Commissioners
From: Karen Paris, Williamson County Trustee
Date: June 4, 2024
Subject: Final Report - 2022 Property Tax Roll (per T.C.A. 67-5-1903)

Attached is the 2022 Tax Aggregate Report for Williamson County and the Franklin Special School District. This report reflects the opening property tax levy, additions and deletions to the tax roll, total taxes collected, and the remaining balance of real and personal property taxes turned over to the Williamson County Delinquent Tax Attorney. I am pleased to report that 99.66% of all property taxes were collected as of March 25, 2024.

cc: Rogers Anderson, Williamson County Mayor
Jeff Whidby, Williamson County Clerk
Phoebe Reilly, Williamson County Finance Director



Karen Paris
Williamson County Trustee
1320 West Main St., Suite 203
Franklin, TN 37064

2022 Williamson County Property Taxes

March 25, 2024

Williamson County Tax Roll	\$330,585,422.00
Franklin Spec. School Dist. Tax Roll	\$ 26,806,675.00
Public Utilities Tax Roll (County)	\$ 4,421,097.00
Public Utilities Tax Roll (FSSD)	<u>\$ 626,621.00</u>
Total Beginning Tax Aggregate	\$362,439,815.00
Tax Roll Increases (+)	\$ 1,971,620.00
Tax Roll Decreases (-)	\$ 733,145.00
TOTAL ADJUSTED TAX AGGREGATE	\$363,678,290.00
Taxes Collected* (99.66%)	\$362,435,068.65
Total Taxes Unpaid* (0.34%)	\$ 1,243,221.35
Unpaid Personal Property Taxes (-)	\$ 287,313.90
Unpaid Real Property Taxes Retained by Trustee (-)	<u>\$ 40,081.05</u>
Unpaid Real Property Taxes Turned Over to Del Tax Atty	\$ 915,826.40
2022 TOTAL PAID AND UNPAID TAXES	\$363,678,290.00

*Delinquent 2022 personal property taxes were turned over to the Delinquent Tax Attorney on September 1, 2023. Delinquent 2022 real property taxes were turned over on March 25, 2024

June 20, 2024

RULES COMMITTEE

(Meets on an "as needed basis; typically in October & November)

Eligible to Serve 2024-25:

District 1 - Ricky Jones
District 2 - Judy Herbert

District 3 - Jeff Graves
District 4 - Pete Stresser

District 5 - Gregg Sanford
District 6 - David O'Neal

District 7 - Tom Tunnickliffe
District 8 - Barb Sturgeon

District 9 - Chas Morton
District 9 - Matt Williams

District 12 - Sean Aiello
District 12 - Brian Clifford

NOT Eligible to Serve 2024-25:

District 1 - Lisa Hayes
District 2 - Betsy Hester

District 3 - Jennifer Mason
District 4 - Gregg Lawrence

District 5 - Mary Smith
District 6 - Paul Webb

District 7 - Chris Richards
District 8 - Drew Torres

District 10 - Landrum/Vacant
District 10 - Meghan Guffee

District 11 - Brian Beathard
District 12 - Steve Smith

June 20, 2024

STEERING COMMITTEE

(Typically only meets one time after the July or Sept. Cmsn Meetings)

Eligible to Serve 2024-25:

District 1 - Lisa Hayes
District 2 - Betsy Hester

District 4 - Jeff Graves
District 4 - Pete Stresser

District 5 - Mary Smith
District 6 - Paul Webb

District 7 - Chris Richards
District 8 - Barb Sturgeon

District 10 - Chas Morton
District 10 - Vacant

District 11 - Brian Beathard
District 12 - Steve Smith

NOT Eligible to Serve 2024-25:

District 1 - Ricky Jones
District 2 - Judy Herbert

District 3 - Jennifer Mason
District 4 - Gregg Lawrence

District 5 - Greg Sanford
District 6 - Nations/O'Neal

District 7 - Tom Tunncliffe
District 8 - Drew Torres

District 9 - Matt Williams
District 10 - Meghan Guffee

District 11 - Sean Aiello
District 12 - Brian Clifford

(C:\myfiles\ElgblR&S 2024-25)

June 20, 2024

HUMAN RESOURCES COMMITTEE

Regularly Scheduled Meetings on the 3rd Mondays @ 5:30pm

Eligible to Serve 2024-25:

District 2 - Betsy Hester
District 2 - Judy Herbert

District 3 - Jennifer Mason
District 4 - Gregg Lawrence

District 5 - Greg Sanford
District 6 - Paul Webb

District 7 - Tom Tunnicliffe
District 8 - Drew Torres

District 10 - Meghan Guffee
District 10 - Vacant

District 11 - Brian Beathard
District 12 - Brian Clifford

NOT Eligible to Serve 2024-25:

District 1 - Ricky Jones
District 1 - Lisa Hayes

District 3 - Jeff Graves
District 4 - Pete Stresser

District 5 - Mary Smith
District 6 - David O'Neal

District 7 - Chris Richards
District 8 - Barb Sturgeon

District 9 - Chas Morton
District 9 - Matt Williams

District 11 - Sean Aiello
District 12 - Steve Smith

(C:\myfiles\Misc\ElgblHR&PR 2024-25)

June 20, 2024

PARKS & RECREATION COMMITTEE

Regularly Scheduled Meeting Date - 1st Tuesdays @ 5:30pm

Eligible to Serve 2024-25:

District 1 - Ricky Jones
District 1 - Lisa Hayes

District 3 - Jennifer Mason
District 4 - Gregg Lawrence

District 5 - Mary Smith
District 6 - David O'Neal

District 7 - Chris Richards
District 8 - Drew Torres

District 9 - Matt Williams
District 10 - Meghan Guffee

District 11 - Sean Aiello
District 12 - Steve Smith

NOT Eligible to Serve 2024-25:

District 2 - Betsy Hester
District 2 - Judy Herbert

District 3 - Jeff Graves
District 4 - Pete Stresser

District 5 - Greg Sanford
District 6 - Paul Webb

District 7 - Tom Tunncliffe
District 8 - Barb Sturgeon

District 9 - Chas Morton
District 10 - Landrum/Vacant

District 11 - Brian Beathard
District 12 - Brian Clifford

(C:\myfiles\ElgblHR&PR 2024-25)

NOMINEE INFORMATION FOR ELECTIONS AND APPOINTMENTS

Title of position for election (or appointment): Convention & Visitors Bureau

Name of nominee: Sharon J. Hatcher

Address: **6561 Arno Road, College Grove, TN 37046**

Nominee's e-mail address: **ewetwo1958@gmail.com**

Voting district in which the nominee resides: 2

Term of position: 3 year term, expiring 6/27

Salary (if applicable):

Name(s) of person, organization or informal group recommending the nominee:

Mayor Rogers Anderson

Brief biographical information: **Sharon Hatcher resides in the College Grove community with her husband of 46 years, Dr. Charlie Hatcher and two children, Jennifer and Charles Hatcher. Sharon and Charlie own and operate Hatcher Family Dairy, Battle Mountain Farm and Rock N Country Veterinary Services. She enjoys spending time with her 3 grandchildren attending 4-H livestock shows and teaching fitness classes.**

County Commission meeting date: July 8, 2024

NOMINEE INFORMATION FOR ELECTIONS AND APPOINTMENTS

Title of position for election (or appointment): ECD Board – District 1 & 2

Name of nominee: William Jorgensen

Address: 3743 Sycamore Rd Thompson's Station, TN 37179

Phone #: 615-944-9111

Email Address: William.Jorgensen@williamsoncounty-tn.gov

Voting district in which the nominee resides: 1st District

Term of position: 4 Years (expiring 3/28)

Salary (if applicable):

Name(s) of person, organization or informal group recommending the nominee:

Mayor Rogers Anderson

Brief biographical information:

Involved in public safety for 40 years with 35 of those in 9-1-1 and Emergency Communications. As Public Safety Director for Williamson County (retired) responsibilities included Emergency Management, 911 Emergency Communications and the County's interest in fire and EMS services. Accomplishments include development of a P25 700MHz joint county wide public safety radio system between Williamson County, City's of Brentwood, Franklin and Nashville, successful consolidation of Williamson County, Franklin City 911 and Spring Hill dispatch centers. He also led the design and implementation of a, state of the art, mission critical facility to serve the community as emergency operations and 911 dispatch center.

Emergency service career started as a volunteer firefighter in Williamson County and remains active in the amateur radio community. Also served for three years as the Chairman of the Nashville Area Urban Area Security Initiative (UASI) Homeland Security Communications Committee.

Affiliations and Organizations:

Regional Emergency Communications Working Group FEMA Region 4
APCO and NENA member

County Commission meeting date: 7/8/2024

NOMINEE INFORMATION FOR ELECTIONS AND APPOINTMENTS

Title of position for election (or appointment): County Commissioner – 10th District

Name of nominee: Cheryl D. Brown

Address: 500 Kilburn Court Franklin TN 37067

Phone #: 615-870-6188

Email Address: cherylgop23@gmail.com

Voting district in which the nominee resides: 10

Term of position: Serves until next General Election 11/2024

Salary (if applicable): \$600 / month

Name(s) of person, organization or informal group recommending the nominee:

David Landrum & Meghan Guffee

Brief biographical information:

Cheryl Brown was raised in Birmingham, AL. During her time in college, she held a position at Boy Scouts of America. Her supervisor was a Black woman who was a devout Christian. It was through her guidance that Cheryl found her faith in Christ and became affiliated with the Republican Party. Her supervisor firmly believed that Ronald Reagan was the greatest President in history, and this conviction influenced Cheryl's decision to vote Republican for the first time. Since then, Cheryl has remained steadfast in her faith in Christ and involved in politics. In November 1999, Cheryl and her husband relocated to Franklin, along with their three children. Cheryl Brown, is the CEO of Good Neighbor Foundation, a Housing Urban and Development (HUD), a non-profit Housing Counseling agency dedicated to preserving homeownership for individuals and families of all income levels. Cheryl actively participates in her community and has served on various local non-profit organizations, Franklin Christian Academy, GraceWorks Ministries, BetterOptionsTN, Kings Hills House of Prayer, Franklin's Annual Big Backpack Giveaway and served as the Chairman of the WILCO Republican Party. Additionally, she holds board positions with the Wilco Foster Care Review Board, Williamson County Animal Shelter, and serves as the Area 6 Vice President of The Tennessee Federation of Republican Women. She enjoys serving people and her community.

County Commission meeting date: July 8, 2024

WILLIAMSON COUNTY GENERAL SESSIONS COURT
Williamson County Judicial Center
135 Fourth Avenue South, Franklin, Tennessee 37064
(615) 790-5455 Fax (615) 790-5837

Denise Andre
Judge, Division I

M.T. Taylor, Jr.
Judge, Division II

June 21, 2024

Honorable Chairman Brian Beathard
Honorable Board of Commissioners
1320 West Main Street
Franklin, Tennessee 37064

Re: Appointment as Judicial Commissioner

Dear Chairman Beathard:

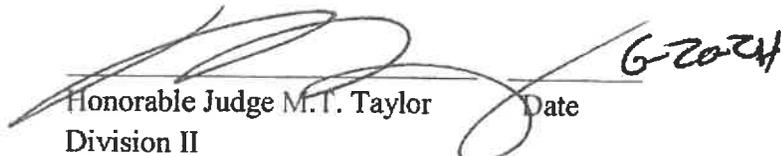
Please accept this correspondence as our recommendation for a one-year appointment for Tahirih Amato to the position of Judicial Commissioner. Ms. Amato has been serving as a temporary judicial commissioner by appointment of the General Sessions Judges pursuant to the provisions of Tennessee Code Annotated, Section 40-1-111, and based on her qualification and her performance during that temporary appointment, both General Sessions Judges recommend her for a full-time appointment for a one-year term, commencing July 9, 2024 and ending July 8, 2025.

Please feel free to contact either of us should you have any questions.

Sincerely,

Williamson County General Sessions Judges


Honorable Judge Denise Andre Date
Division I


Honorable Judge M.T. Taylor Date
Division II



WILLIAMSON COUNTY GOVERNMENT

PROCLAMATION HONORING THE BRENTWOOD HIGH SCHOOL BRUINS LACROSSE TEAM

WHEREAS, the Brentwood High School Boys Lacrosse Team, known as the Brentwood Lacrosse, won their third Division 1-AA state title at the Tennessee State Lacrosse Association championship, held at Nolensville High School on Saturday, May 18th, 2024; and

WHEREAS, in a much-anticipated championship game, the Brentwood Boys Lacrosse team defeated the 2023 Division 2 State Champions by the final score of 6-4. Hard-fought championship game, demonstrating their determination to succeed; and

WHEREAS, the Brentwood Boys Lacrosse team had the #1 strength of schedule amongst public high schools in the state of TN. They finished the season 9-9 overall, 9-2 in league play. The 2 league losses to Franklin and Nolensville were avenged when they faced Franklin in the semi-finals (9-8 final) and Nolensville in the final (6-4 final). This required grit and determination, excellent coaching and teamwork; and

WHEREAS, the 2024 season marks a historic milestone for the Bruins as they made their third state championship for the Tennessee State Lacrosse Association and are the 2024 State Champions, a testament to their dedication and competitive spirit; and

WHEREAS, the Brentwood Bruins boast 5 All Region players and 4 All State players, underscoring the individual and collective talents of the players and the outstanding coaching leadership; and

WHEREAS, In the of history Brentwood Boys Lacrosse, they have won three state titles - 2008, and back-to-back in 2023 and 2024. The head coach, Colin Hart, played on the 2008 state championship team, was assistant coach in 2023 and transitioned to head coach in 2024, being a part of all three championships; and

WHEREAS, the defensive MVP(s), with a save percentage average over 68% in the playoffs, are the two outstanding goalies, Shea Jeannetta (sophomore) and Owen Sheldon (junior). The offensive MVP, with over 150 career points, is Captain Brocks Petterson (senior). The overall team MVP, playing both offense and defense, Captain Matthew Hinkle (senior). The Coach's Award was given to Attackman Captain Jacob Morrison (senior); and

WHEREAS, the 2024 Brentwood High School Lacrosse team members and coaches include the following:

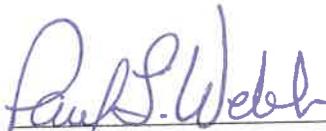
Offense players: Mason Baker (Captain), Jacob Morrison (Captain), Brocks Petterson (Captain), Matthew Hinkle (Captain), Carter Greene, Matthew Petterson, Dorsey Yates, Nathaniel Downer, Daniel Ward, Strat Dunn, Ty Young, David Van Dyke, Aneesh Sawardekar, Rex Abraham, Wesley Moore and Wales Burchell

Defense players: Ty Essenmacher (the only returning starter on defense this year), Davis Hamilton, Tyson Moody, Trey Dorris, Mac Baker, Owen Sheldon, Shea Jannetta, Jake Little, Mason Moreland, Will Hubbard, Carter Scott, Leo Bai, Sammy Yount, Ford Jones and Aiden Krauthamer

Coaches: Head Coach - Colin Hart, Assistant Head Coach - Conner Reed. Assistant coaches include Kevin Gleason, Will Haas, Bob Markunas and Hunter Walker.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners, meeting in regular session this 8th day of July, 2024, hereby congratulate the 2024 Brentwood High School Boys Lacrosse Team and recognize the level of excellence exemplified collectively as a team and that they be a source of inspiration for future generations of athletes.

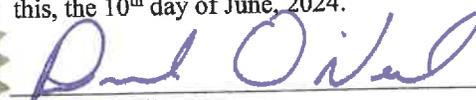
IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the County of Williamson to be affixed this, the 10th day of June, 2024.



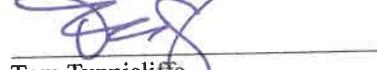
Paul Webb
6th District County Commissioner



Christopher Richards
7th District County Commissioner

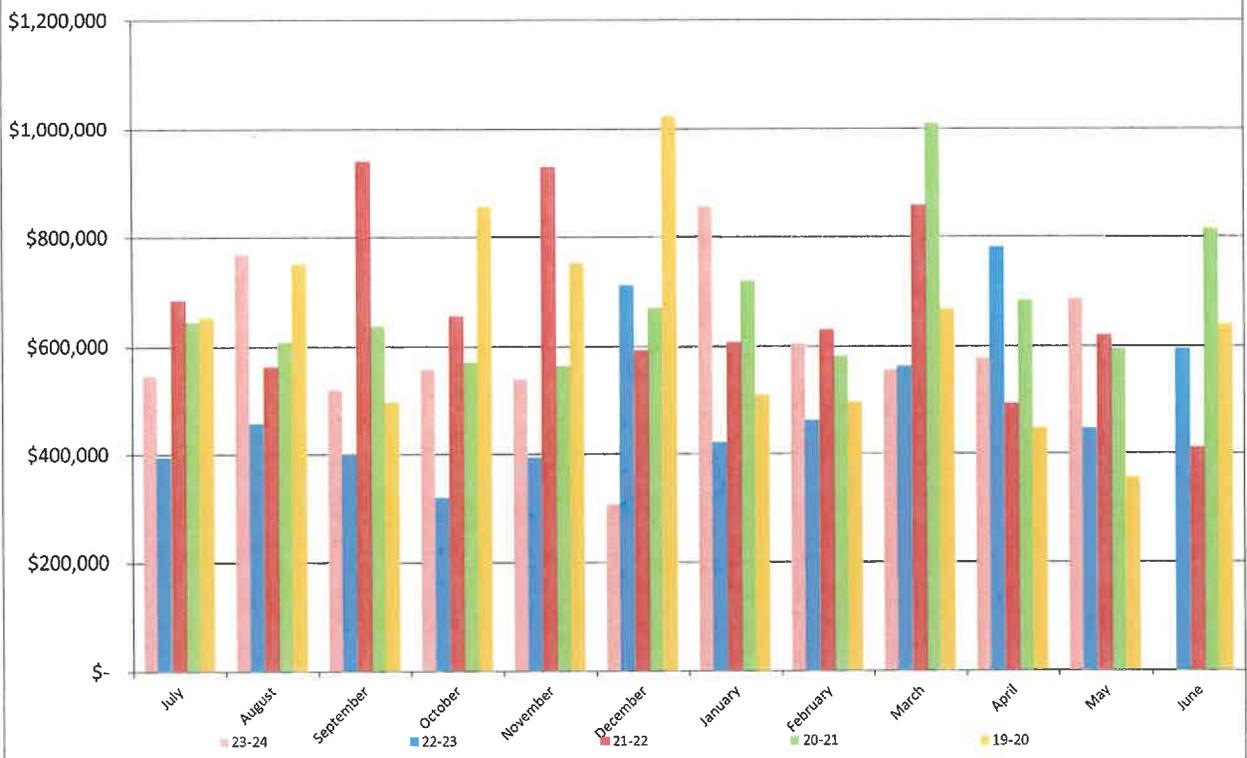


David O'Neil
6th District County Commissioner

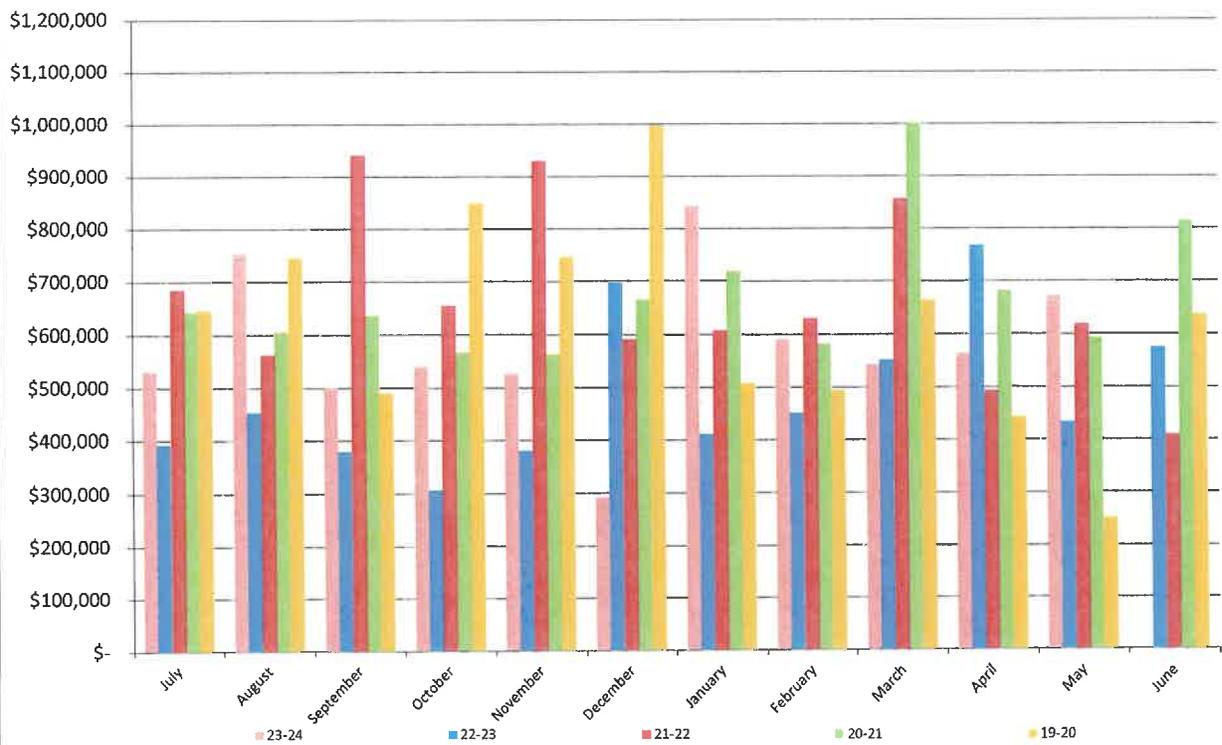


Tom Tunncliffe
7th District County Commissioner

WC Schools, Recreation, Highway and Fire Privilege Tax History



WC Adequate Schools Facilities Tax



Rogers C. Anderson
Williamson County Mayor



WILLIAMSON COUNTY GOVERNMENT

MEMORANDUM

TO: All County Commissioners

FROM: Rogers C. Anderson
County Mayor

DATE: July 2, 2024

During the 2005-06 budget, a new position was recommended and approved for a new Warrants Officer for the W. C. Sheriff's Department to be dedicated to the particular endeavor of pursuing the collections of delinquent personal property taxes.

It was estimated that with this new position approximately \$195,000 - \$300,000 in additional revenues could be derived. The 2023-24 budgeted salary for this position was approximately \$107,619, which included the additional 30% for benefits.

The annual report, in accordance with Tennessee Code Annotated 67-4-108, demonstrates that this Warrants Officer position, approved and dedicated for this purpose, directly resulted in an estimated \$1,080,065.57 (or 85.17%) additional revenues during the 2023-24 fiscal year of the total \$919,888.97 collected.

Additionally, in January 2009, the Williamson County Sheriff's Department warrants officer also began assisting with the collection of delinquent privilege and hotel/motel taxes. As of the end of June, 2021 \$169,519.13 delinquent privilege and hotel/motel tax revenues were collected with \$169,519.13 (or 100%) collected with the assistance of the Sheriff's Department.

As you can see, this position continues to prove a valuable role in the collection of revenues due Williamson County. Thank you for approving this position and allowing us the opportunity to continue to seek, and collect, all revenues due Williamson County Government.

RCA/dg

enclosure

xc: Sheriff Jeff Hughes

(mayor/shared/letters/delinquent tax-warrant officer report 2024)





RECEIVED

JUL 02 2024

WILLIAMSON CO. MAYOR'S OFFICE

July 1, 2024

Rogers C. Anderson
Williamson County Mayor
1320 West Main St.
Franklin, TN 37064

Re: Reporting Requested – Fiscal Year Tax Collections with the Assistance of the
Williamson County Sheriff's Department

Dear Mr. Anderson:

Enclosed you will find the 2023/2024 Fiscal Year Delinquent Property Tax Report and Delinquent Property Tax Collection by Fiscal Years Report.

Should you have any questions about the enclosed reports or need any further information, please do not hesitate to contact me or Mr. Weigel.

Sincerely yours,

WESTCOTT LAW PLLC

A handwritten signature in blue ink that reads "Melody Campbell".

Melody Campbell
Assistant to Wes Weigel,
Williamson County Delinquent Tax Attorney

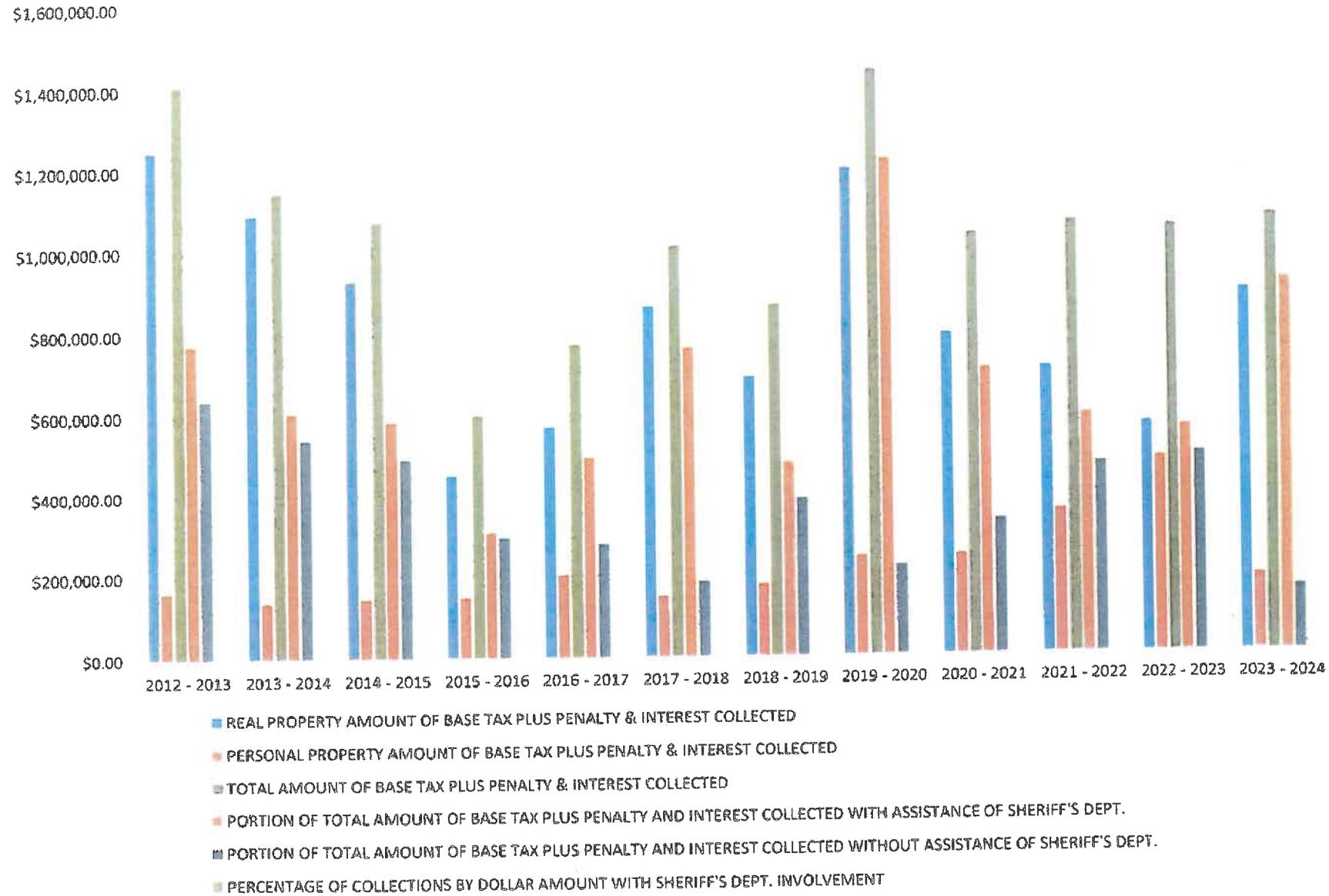
Enclosures

cc: Karen Paris, Williamson County Trustee (with enclosures)

DELINQUENT PROPERTY TAX COLLECTION BY FISCAL YEARS

FISCAL YEAR	REAL PROPERTY AMOUNT OF BASE TAX PLUS PENALTY & INTEREST COLLECTED	PERSONAL PROPERTY AMOUNT OF BASE TAX PLUS PENALTY & INTEREST COLLECTED	TOTAL AMOUNT OF BASE TAX PLUS PENALTY & INTEREST COLLECTED	PORTION OF TOTAL AMOUNT OF BASE TAX PLUS PENALTY AND INTEREST COLLECTED WITH ASSISTANCE OF SHERIFF'S DEPT.	PORTION OF TOTAL AMOUNT OF BASE TAX PLUS PENALTY AND INTEREST COLLECTED WITHOUT ASSISTANCE OF SHERIFF'S DEPT.	PERCENTAGE OF COLLECTIONS BY DOLLAR AMOUNT WITH SHERIFF'S DEPT. INVOLVEMENT
2012 - 2013	\$1,248,761.95	\$161,672.06	\$1,410,434.01	\$772,941.38	\$637,492.63	54.80%
2013 - 2014	\$1,090,894.68	\$136,001.13	\$1,145,901.24	\$806,437.40	\$539,463.84	52.92%
2014 - 2015	\$928,647.35	\$145,420.98	\$1,074,068.33	\$584,475.00	\$489,593.33	54.42%
2015 - 2016	\$450,292.46	\$147,604.45	\$597,896.91	\$307,328.54	\$293,708.63	51.10%
2016 - 2017	\$570,065.25	\$201,226.85	\$771,292.01	\$494,734.00	\$276,558.10	64.14%
2017 - 2018	\$863,270.36	\$148,682.26	\$1,012,042.62	\$762,679.52	\$184,134.65	75.36%
2018 - 2019	\$690,231.38	\$175,730.73	\$865,962.11	\$479,224.08	\$386,738.03	55.34%
2019 - 2020	\$1,200,328.67	\$243,252.08	\$1,443,580.75	\$1,223,117.90	\$218,065.93	84.73%
2020 - 2021	\$793,359.09	\$245,414.49	\$1,038,773.58	\$706,979.64	\$331,793.94	68.06%
2021 - 2022	\$711,102.45	\$354,939.61	\$1,066,042.06	\$594,206.18	\$471,817.88	55.74%
2022 - 2023	\$569,403.22	\$483,570.60	\$1,052,973.82	\$559,945.12	\$493,028.92	53.18%
2023 - 2024	\$893,577.34	\$186,488.23	\$1,080,065.57	\$919,888.97	\$160,176.60	85.17%
TOTALS	\$10,009,934.20	\$2,630,003.47	\$12,559,033.01	\$8,011,957.73	\$4,482,572.48	63.79%

DELINQUENT PROPERTY TAX COLLECTION BY FISCAL YEARS



**2023/2024 FISCAL YEAR
DELINQUENT PROPERTY TAX REPORT**

MONTH & YEAR	REAL PROPERTY AMOUNT OF BASE TAX PLUS PENALTY & INTEREST COLLECTED	PERSONAL PROPERTY AMOUNT OF BASE TAX PLUS PENALTY & INTEREST COLLECTED	TOTAL AMOUNT OF BASE TAX PLUS PENALTY & INTEREST COLLECTED	PORTION OF TOTAL AMOUNT OF BASE TAX PLUS PENALTY AND INTEREST COLLECTED WITH ASSISTANCE OF SHERIFF'S DEPT.	PORTION OF TOTAL AMOUNT OF BASE TAX PLUS PENALTY AND INTEREST COLLECTED WITHOUT ASSISTANCE OF SHERIFF'S DEPT.	PERCENTAGE OF COLLECTIONS BY DOLLAR AMOUNT WITH SHERIFF'S DEPT. INVOLVEMENT
JULY '23	\$95,480.60	\$3,526.59	\$99,007.19	\$94,507.98	\$4,499.21	95.46%
AUGUST '23	\$42,047.95	\$5,876.34	\$47,924.29	\$45,875.75	\$2,048.54	95.73%
SEPTEMBER '23	\$17,024.16	\$14,300.80	\$31,324.96	\$17,385.15	\$13,939.81	55.50%
OCTOBER '23	\$11,290.03	\$21,115.14	\$32,405.17	\$23,453.81	\$8,951.36	72.38%
NOVEMBER '23	\$7,979.58	\$20,504.61	\$28,484.19	\$17,054.51	\$11,429.68	59.87%
DECEMBER '23	\$32,218.84	\$24,094.78	\$56,313.62	\$48,340.15	\$7,973.47	85.84%
JANUARY '24	\$9,783.29	\$13,719.01	\$23,502.30	\$14,668.19	\$8,834.11	62.41%
FEBRUARY '24	\$1,354.42	\$44,965.38	\$46,319.80	\$44,134.97	\$2,184.83	95.28%
MARCH '24	\$26,964.03	\$15,936.67	\$42,900.70	\$27,562.18	\$15,338.52	64.25%
APRIL '24	\$246,240.57	\$10,261.76	\$256,502.33	\$193,212.79	\$63,289.54	75.33%
MAY '24	\$290,841.12	\$9,844.93	\$300,686.05	\$284,737.44	\$15,948.61	94.70%
JUNE '24	\$112,352.75	\$2,342.22	\$114,694.97	\$108,956.05	\$5,738.92	95.00%
TOTALS:	\$893,577.34	\$186,488.23	\$1,080,065.57	\$919,888.97	\$160,176.60	85.17%

CONSENT AGENDA
Williamson County Board of Commissioners
July 8, 2024 - 7:00 p.m.

NOTARIES

SECOND READINGS:

FUNDS IN-LIEU-OF AND ESCROW:

ACCEPTING ROADS:

OTHER:

NEW

ACHILLES, DINNEA CHATRISE
 ALANIS, JOHN JOSEPH
 BARNES, WILLIAM VICTOR
 BEARD, CLINTON W.
 BELL, BARBARA L.
 BENTON, AUSTIN TYLER
 BORNE, JESSICA NORTHCUTT
 BROOKS, DILLON HOWARD
 BUSCHO, MARILYN J.
 CARPER, ASHLEY PAIGE
 CORN, KRISTEN L.
 DOLAN, ANNA NICOLE
 DUTCHER, DEBRA ANN
 ELROD, JOHN C.
 HINTON, CYNTHIA H.
 HOFFMAN, ANDREW DIXON
 HONEYCUTT, ABIGAIL BROOKE
 IGLEHEART, ARDEN
 JAMIESON, MELISSA SUSAN
 JORDAN, JEREMY BRYAN
 KIM, FRANCESCA R.
 KORNGUTH, BRANDI
 McCRORY, SAMANTHA LOVELAND
 McPHERSON, MARIA M.
 MINELLA, JOSEPH BERNARD, JR.
 MINELLA, NANCY MURPHY
 MODESTE, CHARLES JOEL
 NGUYEN, MITAM ELIZABETH
 NICHOLSON, STEPHANIE L.
 OSBORN, KATHERINE ANN
 PADLY-JULIEN, STEPHANIE DANAE
 PATTON, WHITNEY N.
 PEPPERS, WORTH
 REED, MOLLIE KATHERINE
 RICHARDS, RYAN LEANNE
 ROBERTS, JAYMESHA AUBRIEL
 SALLY, HOPE E.
 SCHERR, DANIEL LESLIE
 SCHNEIDER, STEPHANIE MICHELLE
 SPENCE, TONIA
 STANFILL, ANNA RENAE
 STURGILL, KELLY KATHLEEN
 SWEET, MARCIE ANN
 THATCHANAMOORTHY, SELVAM
 TIPTON, SARAH LOUISE
 YODER, SEAN GREGORY

RENEWALS

ADAMS, BETHNEY S.
 ALLCORN, KIMBERLY KAY
 ANDERSON, LINDA J.
 ARGO, JANET A.
 BAGGETT, JACKIE
 BAKER, CARLOS D.
 BALMAS, ERIN L.
 BANNER, HEATHER
 BARNES, TRACY
 BENTLEY, JOHN D.
 BLACKWELL, MACY
 BLAKEBURN, ROY
 BOWERS, JERRY
 BRINSON, BRIAN D.
 BRUMLEY, TRACY H.
 BRYANT, GAYLE
 BUDD, DEANNA MARIE
 BUTLER, LISA V.
 CARMAN, JEFF
 CARSON, KIM HERNDON
 CATRON, GRETCHEN E.
 CHILDRESS, JAMES H.
 CHILDS, LINDA
 CHIMENTO, SUSAN J.
 CLARK, J. KAYE
 COFFEE, SUSAN
 COLEMAN-KELLEY, DONNA LYNN
 COMPTON, STEVEN C.
 CONE, JILL M.
 CORLEY, KELSEY
 CRYAR, MELANIE
 CURTIS, THOMAS M.
 DAVIS, VIVIAN A.
 DAY, CONNIE
 DECKER, WILLIAM S. IV.
 DELGADO, ALEXANDRIA L.
 DIETRICK, CASIE L.
 DIXON, COLEMAN R.
 DOWELL, ANGELA
 DOZIER, S. BRAD
 DREYER, HAROLD ALLEN
 DUNCAN, MARILYN
 DUNCAN, ROBIN
 ENGLAND, CYNTHIA
 FAULK, CATHERINE
 FLETCHER, SHARON
 FOLLIS, NORMAN J.
 GADBERRY, TERRY L.
 GALLEGOS, KARLA
 GARDNER, CHRIS E.
 GARRETT, ALESHIA D.
 GHALIOUNGUI-SIMS, KAITLYNN

RENEWALS

GILES, C. M.
 GILES, SEPTEMBER
 GLYNN, LYDIA C.
 GOSSETT, T. LeANNE
 GRANADOS, MONICA
 GUENARD, ARTHUR C.
 GWIN, EMILY
 HALL, CHARLOTTE B.
 HARDY, CLARISSA M.
 HEWETT, JACY
 HICKMAN, THOMAS R.
 HILDERBRAND, CHAD
 HILL, KATHERINE
 HIX, STEPHANIE
 HOLENSTEIN, DENNIS W.
 HOOPER, DAVID
 HOOPER, RENEE'
 HOOTEN, ASHLEY
 HOOVER, JENNIFER
 HUDDLESTON, ALLYSON A.
 HUDGINS, CINDY
 JACKSON, WAYNE
 JACOBY, KRISTEN
 JELKS, MAURICE L.
 JENNINGS, JEAN MARIE
 JERCINOVICH, AMANDA
 JOHNSON, CARYL H.
 JOHNSON, WHITNEY
 JONES, KEITH F.
 JOSEPH, CHERLI
 KLOTZ, AMY
 LACAS, MEGAN
 LaPRAD, RYAN R.
 LAYNE, STEPHENIE
 LEHMAN, W. BRAD
 LEPLEY, BRENDA H.
 LILLEY, ZACHARY H.
 LILLY, BRITTANY
 MACKEY, JEANNIE G.
 MALLEK, BRIDGET
 MAYS, DIANNE
 McCARTHY, MONICA
 McCREARY, MARY BLAIR
 McDUFFIE, KEITH D.
 McGEE, ELIZABETH W.
 McMULLEN, NATALIE R.
 McNAIR, HALI B.
 MEACHAM, RUTH
 MILLS, BRITTANY V.
 MOON, ANGELA
 MORRISSEY, LISA H.
 MORTON, DAVID BLAINE
 MOSES, JULIE
 MOSES, TRACY C.
 MOYER, BRIAN
 NAGLE, MICHELLE
 NICE, KRISTA M.
 NOWACK, MATTHEW
 OWENS, ANNA GRACE
 PARKER, MARY A.
 PETERS, WHITNEY G.
 PINCKARD, HEATHER MARIE
 PUCKETT, JEFFREY T.
 PUCKETT, WILLIAM D.
 RAGER, CYRIL A.
 RAMZY, AMANDA
 REECE, JENNA MICHELLE
 ROBERTS, BRYAN
 ROCHELLE, STEPHANIE P.
 RUSSELL, AMANDA
 SAGARAD, ANURADHA
 SAGARAD, MALLIK
 SCANNELL, JAMI W.
 SCOGGINS, TATIANA
 SCOVILLE, GEORGE S., III
 SHEETS, MICHAELA
 SLEEPER, HANNAH R.
 SMITH, JOAN M.
 SMITH, LEIGH S.
 SPAIN, MELVIN C., III
 SPICER, JACOB
 STAHLY, TERRI J.
 STEINER, KURT
 STEVENSON, ERIN D.
 STOVER, LINDA M.
 SULLIVAN, KATHERINE
 SWART, HUGH
 THAXTON, BRITTANY
 THOMPSON, EMILY
 TODD, MADISON
 TURBEVILLE, NATHAN
 VOURAZERIS, ASHLEY
 WEEKS, GEVEDEN, AMANDA H.
 WHEELER, CODY R.
 WILHITE, KRISTA
 WILSON, CHRISTY
 WRIGHT, WILLIAM G.
 YARBROUGH, TANYA M.
 YORK, CARMEN
 YOUNG, KATIE

RESOLUTION ACCEPTING A DONATION ON BEHALF OF WILLIAMSON COUNTY ANIMAL CENTER AND APPROPRIATING AND AMENDING THE 2024-25 ANIMAL CENTER BUDGET BY \$6,103.00 – 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, a generous donation has been received from Daniel Cuprill and Friends of WCAC, to be used for the sponsorship of two (2) Get Acquainted Rooms and,

WHEREAS, the Williamson County Animal Center has also received a donation of Two Hundred and 00/100 Dollars (\$200.00) from the Sexton Family Giving Fund in memory of Chris Dobrin;

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 8th day of July, 2024, on behalf of Williamson County Animal Control, accepts these generous donations; and

AND BE IT FURTHER RESOLVED that the 2024-25 Williamson County Animal Control budget be amended, and the funds be appropriated as follows:

<u>REVENUE:</u>	
Donation - Reserve	\$6,103
101.00000.351601.00000.00.00.00	
<u>EXPENDITURE:</u>	
Main. & Repair Services - Building	\$6,103
101.55120.533500.00000.00.00.00	



County Commissioner - Chas Morton

COMMITTEES REFERRED TO & ACTION TAKEN:

Public Health 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, County Mayor

Date

**RESOLUTION APPROPRIATING AND AMENDING THE 2024-25 CAPITAL PROJECT BUDGET BY
\$460,000 – REVENUE TO COME FROM UNAPPROPRIATED
SOLID WASTE/SANITATION FUND BALANCE**

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

WHEREAS, in an effort to maintain these operations, there is an ongoing need to provide efficient equipment, and to provide repairs or replacement for numerous items, as outlined below;

NOW, THEREFORE, BE IT RESOLVED, that the 2024-25 Solid Waste/Sanitation budget and Capital Projects budget be amended, as follows:

EXPENDITURES:

Roll-off Truck X 2
(171.91140.573300.00000.00.00.00 HW001) \$460,000

Transfer In
(171.00000.498000.00000.00.00.00) \$460,000

REVENUES:

Unappropriated Solid Waste/Sanitation Fund Balance
(116.00000.390000.00000.00.00.00) \$460,000

Transfer Out
(116.99100.559000.00000.00.00.00) \$460,000



Chas Morton, County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee For 5 Against 0 Pass _____ Out _____

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

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

Resolution No. 7-24-3
Requested by: Williamson County Animal Center

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO A GRANT CONTRACT WITH THE STATE OF TENNESSEE, DEPARTMENT OF AGRICULTURE ON BEHALF OF THE WILLIAMSON COUNTY ANIMAL CENTER AND APPROPRIATING AND AMENDING THE 2024-2025 ANIMAL CENTER BUDGET BY \$1,300.00 – REVENUES TO COME FROM GRANT FUNDS

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

WHEREAS, Williamson County received notice that it has been awarded a grant in the amount of One Thousand Three Hundred and 00/100 Dollars (\$1,300.00) from the State of Tennessee, Department of Agriculture for the provision of low cost sterilization of dogs and cats; and

WHEREAS, the grant does not require matching funds; and

WHEREAS, the Williamson County Board of Commissioners finds it in the interest of its citizens to authorize the Williamson County Mayor to enter into a grant contract with the State of Tennessee, Department of Agriculture for the provision of low cost dog and cat sterilization:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 8th day of July, 2024, hereby authorizes the Williamson County Mayor to enter into a grant contract with the State of Tennessee, Department of Agriculture on behalf of the Williamson County Animal Center as well as all other documents necessary to receive the grant funding and fulfill its contractual obligations;

AND BE IT FURTHER RESOLVED, that the 2024-25 Williamson County Animal Center budget be amended as follows:

REVENUES:
Other State Grant-Animal Control **\$1,300.00**
101.00000.469800.00000.00.00.00.G0004

EXPENDITURES:
Veterinary Services **\$1,300.00**
101.55120.541300.00000.00.00.00.G0004



County Commissioner – Chas Morton

COMMITTEES REFERRED TO & ACTION TAKEN:

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

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

Resolution No. 7-24-4
Requested by: Williamson County Opioid Task Force

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT WITH MIDDLE TENNESSEE STATE UNIVERSITY CONCERNING OPIOID ABATEMENT GRANTEE DATA TRACKING AND EVALUATION AND AMENDING AND APPROPRIATING THE 2024-25 BUDGET BY \$61,850 FOR THESE SERVICES – REVENUES TO COME FROM OPIOID SETTLEMENT FUNDS

WHEREAS, Williamson County (“County”) and Middle Tennessee State University (“MTSU”) are governmental entities of the State of Tennessee and, as such, are authorized to enter into an interlocal agreement pursuant to *Tennessee Code Annotated, Section 12-9-101, et. seq.*; and

WHEREAS, the Williamson County Opioid Task Force (“Task Force”) was established to accept and review applications from individuals and entities that desire to receive money from Williamson County’s portion of the National Opioid Settlements (“Opioid Abatement Funds”); and

WHEREAS, after their first grant cycle, the Task Force recognized a need for subject matter knowledge and support to aid in their review process in order to best review and understand each application to the Opioid Abatement Funds; and

WHEREAS, the Task Force also found a need for actionable data reports to allow them to assess the progress of opioid abatement efforts in the County and to better inform their decisions; and

WHEREAS, MTSU’s Center for Health and Human Services is able to provide this necessary knowledge, support, and data to the Task Force through grantee data tracking and evaluation services (“Services”); and

WHEREAS, the cost of these Services is Sixty-One Thousand Eight Hundred Fifty and 00/100 Dollars (\$61,850.00), which the County intends to pay from Opioid Abatement Funds; and

WHEREAS, this is a permitted use of the Opioid Abatement Funds and the Task Force will still make the final recommendation to the Board of Commissioners regarding which opioid abatement projects to fund; and

WHEREAS, the Williamson County Board of Commissioners finds it in the best interest of the citizens of Williamson County to authorize the Williamson County Mayor to enter into an interlocal agreement with MTSU concerning opioid abatement grantee data tracking and evaluation services:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 8th day of July, 2024, hereby authorizes the Williamson County Mayor to execute an interlocal agreement and all other documents with MTSU to define the rights, obligations, and responsibilities of the parties concerning opioid abatement grantee data tracking and evaluation services and amends the 2024-25 budget, as follows:

REVENUES:

Opioid Settlement Reserve Account \$ 61,850
101.00000.341595.00000.00.00.00

EXPENDITURES:

Contracts w/Public Agencies \$ 61,850
101.58900.531000.00000.00.00.00.0P200


County Commissioner Chas Morton

COMMITTEES REFERRED TO & ACTION TAKEN:

Opioid Task Force	For <u> </u> Against <u> </u>	
Public Health Committee	For <u> </u> Against <u> </u>	
Budget Committee	For <u> 5 </u> Against <u> 0 </u>	
Commission Action Taken:	For <u> </u> Against <u> </u>	Pass <u> </u> Out <u> </u>

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

**RESOLUTION APPROPRIATING AND AMENDING THE 2024-25 CAPITAL PROJECTS
 BUDGET BY \$6,438,685 - REVENUES TO COME
FROM COUNTY GENERAL FUND BALANCE**

WHEREAS, the Budget Committee has recommended approval of various capital expenditure requests for the **2024-25** budget within various County General Departments; and,

WHEREAS, there are sufficient funds available in the **2024-25** projected County General Fund Balance which can be utilized for these purchases;

NOW, THEREFORE, BE IT RESOLVED, that the **2024-25** County General Fund be amended for Capital Expenditures, as follows:

REVENUES

County General Fund Balance \$6,438,685
 101.00000.390000.00000.00.00.00

Transfer Out \$6,438,685
 101.99100.559000.00000.00.00.00

EXPENDITURES

Transfer In \$6,438,685
 171.00000.498000.00000.00.00.00

101 General Fund		Fund Balance	Line item
51760 Information Technology			
	Fixed Satellite internet for the AOC	39,000.00	
	Dejaro Router Upgrade	33,000.00	
	PSC Access layer network switch refresh	286,000.00	
	Access Control upgrade PSC	150,000.00	
	Access Control Upgrade Historic Courthouse and Justice Center	210,000.00	
	Access Control Upgrade Station 24 Peytonsville Road	54,000.00	
	Cisco Wireless System	90,000.00	
	Cisco Wireless Expansion	5,881.00	
	Palo Alto firewall high availability pair	35,000.00	
	JPS ACU Z1 Linux based communications gateway. 2 devices	35,000.00	
	Anritsu MT9085B long range fiber optic test device.	15,000.00	
	Unitrends Backup appliances for Rec Center data backups.	60,000.00	
	AOC Network switch refresh	180,000.00	
	Fiber Ring Switch Refresh	90,000.00	
	10GB Fiber SFP module upgrades	94,000.00	
	Redundant Power Distribution Units	20,000.00	
	UPS 3000VA LCD RM 2U 120V with SmartConnect	57,000.00	
	Mitel Phones	23,000.00	
	Wireless backup path for fiber	28,000.00	
	6 Motorola Apex 900 Series Portable Radios	26,000.00	
	Professional Services implementing Multiprotocol label switching (MPLS)	75,000.00	
	Total IT County Wide Network Upgrades	1,605,881.00	171.91110.579900.00000.00.00.00.A0015
51800 Property Management			
	Various AC Replacements	75,000.00	171.91110.571200.00000.00.00.00.A0004
	Various Blacktop Replacements	80,000.00	171.91110.570700.00000.00.00.00.A0004
52100 Accounting			
	Time Clock System	1,249.00	171.91110.579900.00000.00.00.00.A0012
53500 Juvenile Court			

	Isilon DR Bundle Redundancy Project	200,000.00	171.91130.579900.00000.00.00.00.S0051
54110 Sheriff			
	New vehicles - (9) new approved positions	796,500.00	171.91130.571800.00000.00.00.00.S0037
	Sheriff - Master Core Switches replacement	77,000.00	
	Sheriff - Offsite Disaster Recovery Storage	368,000.00	
	Total Sheriff IT Network Equipment	445,000.00	171.91130.570900.00000.00.00.00.S0046
54210 WCSO - Detention & Litter			
	Vehicle - Replacement	133,000.00	171.91130.571800.00000.00.00.00.S0029
	Detention - Portable radios	600,000.00	171.91130.570800.00000.00.00.00.S0029
54240 Juvenile Services			
	IBM Server replacement	140,255.00	171.91130.570900.00000.00.00.00.S0050
54900 Public Safety			
	New vehicle and response equipment - new approved position	165,000.00	171.91130.571800.00000.00.00.00.S0075
	OPS-EMA Batteries	49,800.00	
	OPS-EMA UPS & Grounding	89,000.00	
	OPS-ECOMM Portable Radios	70,000.00	
	Total OPS Communication Equip.	208,800.00	171.91130.570800.00000.00.00.00.S0002
56500 Library			
	New Branch - Bethesda (partial funding source)	500,000.00	171.91150.570601.00000.00.00.00.C0052
	Furniture - Nolensville Branch	20,000.00	171.91150.571100.00000.00.00.00.C0051
	Updates to Community Meeting Room - Main Library	18,000.00	171.91150.570700.00000.00.00.00.C0051
56700 Parks & Recreation			
	Indoor Sports Complex	750,000.00	
	ISC Pool Deck & Locker Rooms	300,000.00	
	Total Indoor Sports Complex Improvements	1,050,000.00	171.91150.570700.00000.00.00.00.C0030
	York Property - Planning & Site Development	400,000.00	171.91150.572400.00000.00.00.00.C0003
	101 General Fund Total:	6,438,685.00	



Chas Morton, County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee For 5 Against 0 Pass _____ Out _____

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

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

**RESOLUTION OF THE INTENT TO FUND CERTAIN COUNTY GENERAL PROJECTS
 TOTALING \$34,711,427 IN A BOND OR NOTE ISSUE**

WHEREAS, during the annual budget review process, there are a number of capital expenditure items presented for funding approval from various departments; and,

WHEREAS, these items are reviewed individually and the Budget Committee makes recommendation on funding sources, based on availability of funding; and,

WHEREAS, the following items were determined to be funded through a bond issue:

Department	Bonds
101 - General Fund	
51800- Property Management	
AOC Wing Renovation (4th Floor)	800,000
54110-Sheriff	
Replacement Vehicles - 23 units	1,679,460
54900-Public Safety	
EMS Ambulance - (4) Replacement units	1,900,000
EMS Ambulance - (1) new unit Fairview	600,000
Fire - Tanker - Triune	700,000
Fire - Tanker - Pinewood Rd At South Harpeth Rd.	700,000
Fire - Tanker - College Grove	700,000
Fire - Ladder Truck - Grassland	2,500,000
EMS - Heart Monitors (40 replacements)	2,631,967
56500-Library	
New Branch - Bethesda	3,000,000
56700 - Parks & Recreation	
Bethesda Recreation Complex 2024-25 FY	10,000,000
2025-26 Fiscal Year	9,500,000
Total General Fund	34,711,427

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners, meeting in regular session this the 8th day of July, 2024, hereby expresses its intent to fund the aforementioned items in a bond or note issue;

AND BE IT FURTHER RESOLVED, that the County may fund the \$34,711,427 in anticipation of the issuance of tax exempt bonds, with the expectation that the county will reimburse itself for any funding with the proceeds of the tax-exempt bond issues; and that this resolution shall be placed in the minutes of the Williamson county Board of County Commissioners and made available for public inspection by the general public at the office thereof; and that this resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.



 County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

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

 Jeff Whidby - County Clerk

 Commission Chairman

 Rogers C. Anderson - County Mayor

 Date

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

FILED 6/24/24
ENTERED 11:50 a.m.
JEFF WHIDBY, COUNTY CLERK *JW*

RESOLUTION REQUESTING AN INTENT TO FUND FOR \$13,155,596 FOR THE WILLIAMSON COUNTY BOARD OF EDUCATION 2024-25 CAPITAL NEEDS

WHEREAS, there is a need for capital expenditures within the maintenance, technology, and other departments of the Board of Education beyond operational expenses and is being requested as follows:

	Rural Debt	General Debt
Total Maintenance Department	\$2,728,300	\$1,292,400
Total Technology Department	\$4,291,250	\$3,753,646
Total General Purpose Capital	\$1,090,000	
Total 2023-24 Capital Request	\$13,155,596	

NOW, THEREFORE BE IT RESOLVED, that the Williamson County Board of County Commissioners' meeting in regular session on July 8, 2023, approve \$13,155,596 as noted in the projects above and attached and take the appropriate actions necessary to fund this amount.

BE IT FURTHER RESOLVED, that the County may fund the \$13,155,596 in anticipation of the issuance of tax exempt bonds, with the expectation that the County will reimburse itself for any funding with the proceeds of the tax-exempt bond issues; and that this resolution shall be placed in the minutes of the Williamson County Board of County Commissioners and made available for inspection by the general public at the office thereof; and that this resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.


Chas Morton-County Commissioner

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> </u>	Against <u> </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 2024-25 CAPITAL PROJECTS BUDGET BY \$351,651 FOR THE PURCHASE OF FIRE EQUIPMENT REVENUES TO COME FROM FIRE PROTECTION PRIVILEGE TAX FUNDS

WHEREAS, the 2024-25 Office of Public Safety budget included capital funding requests for the purchase of various fire system personal protection equipment; and

WHEREAS, during the budget review process, funding was approved for the purchase of equipment, as follows:

EMS Supervisor Vehicle – Fleet Management	140,000
Fire System – Apparatus Fleet Management	211,651
Total:	\$351,651

WHEREAS, there are funds available from the Fire Protection Privilege Tax which can be utilized towards the purchase of fire equipment and other various equipment;

NOW, THEREFORE, BE IT RESOLVED, that 2024-25 Capital Projects budget be amended, as follows:

REVENUES:

County Privilege Tax/Fire **\$ 351,651**
171.00000.351300.00000.00.00.00

EXPENDITURES:

Other Capital Outlay - Fire **\$ 351,651**
171.91130.579900.00000.00.00.00 PR300



Chas Morton, County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

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

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers C. Anderson, County Mayor

Date

**RESOLUTION APPROPRIATING \$4,500,000 EDUCATION PRIVILEGE TAX
AND \$700,000 ADEQUATE SCHOOL FACILITIES PRIVILEGE TAX FUNDS
AND APPROVING THE RELATED OPERATING TRANSFERS FOR
THE 2024-25 RURAL DEBT SERVICE EXPENDITURES**

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

WHEREAS, to generate sufficient revenue within the Rural Debt Service for 2024-25, additional funds will be required;

NOW, THEREFORE, BE IT RESOLVED, that \$4,500,000 Education Privilege Tax and \$700,000 Adequate School Facilities Privilege Tax funds be appropriated, as follows:

REVENUES:

Education Privilege Tax Funds **\$4,500,000**
171.00000.351600.00000.00.00.00

Adequate Schools Facilities Privilege Tax **\$700,000**
171.00000.351900.00000.00.00.00

Transfer Out - Education Privilege Tax **\$4,500,000**
171.91300.559000.00000.00.00.00 PR600

Transfer Out - Adequate School Facilities Privilege Tax **\$700,000**
171.91300.559000.00000.00.00.00.PR900

EXPENDITURES:

Rural Debt Service - Principal on Bonds **\$5,200,000**
152.82130.560100.00000.00.00.00

Transfer In **\$5,200,000**
152.00000.498000.00000.00.00.00



Chas Morton, 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 \$3,800,000 ADEQUATE SCHOOL FACILITIES
PRIVILEGE TAX FUNDS AND APPROVING THE RELATED OPERATING
TRANSFERS FOR 2024-25 GENERAL DEBT SERVICE EXPENDITURES**

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

WHEREAS, to generate sufficient revenue within the General Debt Service for 2024-25, additional funds will be required;

NOW, THEREFORE, BE IT RESOLVED, that \$3,800,000 Adequate School Facilities Privilege Tax funds be appropriated, as follows:

REVENUES:

Adequate School Facilities Privilege Tax Funds
171.00000.3519000.00000.00.00.00 **\$ 3,800,000**

Transfer Out - Adequate School Facilities Privilege Tax
171.91300.559000.00000.00.00.00 PR900 **\$ 3,800,000**

EXPENDITURES:

General Debt Service - Principal on Bonds
151.82130.560100.00000.00.00.00 **\$ 3,800,000**

Transfer In
151.00000.498000.00000.00.00.00 **\$ 3,800,000**



Chas Morton, 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 AMENDING THE 2024-25 CAPITAL PROJECTS BUDGET AND APPROPRIATING UP TO \$2,700,000 FOR MAJOR CORRIDOR STUDY PROJECTS AND THE PURCHASE OF NEW EQUIPMENT – REVENUES TO COME FROM UNAPPROPRIATED HIGHWAY FUND BALANCE

WHEREAS, the Williamson County Highway Department completed the major corridors study within Williamson County; and

WHEREAS, project cost estimates for construction, right-of-way acquisition, construction easement, engineering and consulting fees, and project management and inspection are complete; and

WHEREAS, the cost of this work is beyond the scope and current annual operating budget of Williamson County Highway Department; and

WHEREAS, there is a need to replace certain highway equipment;

NOW, THEREFORE, BE IT RESOLVED, that the 2024-25 Capital Projects budget be amended as follows:

REVENUES:

Highway Fund Balance \$ 2,700,000
131.00000.390000.00000.00.00.00

EXPENDITURES:

Transfers to Other Funds \$ 2,700,000
131.99100.559000.00000.00.00.00

REVENUES:

Transfers In \$ 2,700,000
171.00000.498000.00000.00.00.00

EXPENDITURES:

Sneed Road Bridge \$400,000
171.91200.570500.00000.00.00.00.H0014

Corridor Study-Arno @ McDaniel Rd \$1,050,000
171.91200.571300.00000.00.00.00.H0010

Corridor Study-Henpeck @WCPS \$150,000
171.91200.571300.00000.00.00.00.H0011

Track Drill \$500,000
171.91200.571400.00000.00.00.00.H0001

Bushhogs (3) \$480,000
171.91200.571400.00000.00.00.00.H0001

Salt Boxes \$120,000
171.91200.571400.00000.00.00.00.H0001

\$2,700,000



Chas Morton, 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 No. 7-24-12
Requested by: Williamson County Mayor's Office

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO A GRANT CONTRACT WITH THE STATE OF TENNESSEE DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT AND APPROPRIATING AND AMENDING THE 2024-25 CAPITAL PROJECTS BUDGET BY \$312,454.21

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

WHEREAS, the County received a Connected Community Facilities ("CCF") grant from the State of Tennessee, Department of Economic and Community Development in an amount not to exceed Three Hundred Twelve Thousand Four Hundred Fifty-Four and 21/100 Dollars (\$312,454.21); and

WHEREAS, the CCF grant does require Williamson County to provide ten percent (10%) matching funds coming from existing budget; and

WHEREAS, the grant funds will be used to renovate the Burwood Community center, expand Wi-Fi service to public facilities and to provide digital literacy classes; 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 a grant contract with the State of Tennessee, Department of Economic and Community Development for the expansion of broadband connectivity and provision of digital literacy classes:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 8th day of July, 2024, hereby authorizes the Williamson County Mayor to enter into a grant contract with the State of Tennessee, Department of Economic and Community Development as well as all other documents necessary to receive the grant funding and fulfill its contractual obligations;

AND BE IT FURTHER RESOLVED, that the 2024-25 Williamson County Capital Projects budget be amended as follows:

REVENUES:

Federal through State Grant **\$312,454.21**
171.00000.475900.00000.00.00.00.G0083

EXPENDITURES:

Capital Projects **\$312,454.21**
171.91150.539900.00000.00.00.00.G0083



Chas Morton, 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 Anderson, Williamson County Mayor

Date

Resolution No. 7-24-13
Requested by: Williamson County Mayor's Office

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO A GRANT CONTRACT WITH THE STATE OF TENNESSEE DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT AND APPROPRIATING AND AMENDING THE 2024-25 PARKS AND RECREATION BUDGET BY \$100,000.00

- WHEREAS,** Williamson County ("County") is a governmental entity of the State of Tennessee and, as such, is authorized to enter into contracts with state agencies; and
- WHEREAS,** the County received a Broadband Ready Communities ("BRC") grant from the State of Tennessee, Department of Economic and Community Development in an amount not to exceed One Hundred Thousand and 00/100 Dollars (\$100,000.00); and
- WHEREAS,** the BRC grant does not require matching funds; and
- WHEREAS,** these grant funds will be used to expand Wi-Fi service to public facilities and to provide digital literacy classes; 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 a grant contract with the State of Tennessee, Department of Economic and Community Development for the expansion of broadband connectivity and provision of digital literacy classes:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 8th day of July, 2024, hereby authorizes the Williamson County Mayor to enter into a grant contract with the State of Tennessee, Department of Economic and Community Development as well as all other documents necessary to receive the grant funding and fulfill its contractual obligations;

AND BE IT FURTHER RESOLVED, that the 2024-25 Williamson County Park and Recreation budget be amended as follows:

REVENUES:

Federal through State Grant **\$100,000.00**
101.00000.475900.00000.00.00.00.G0082

EXPENDITURES:

Other Contracted Services **\$100,000.00**
101.567.539900.00000.00.00.00.G0082



Chas Morton, 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 Anderson, Williamson County Mayor

Date

**RESOLUTION APPROPRIATING AND AMENDING THE
2024-25 REGISTER OF DEEDS' BUDGET BY \$158,448 –
REVENUES TO COME FROM DOCUMENT RECORDING FEES**

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

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

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

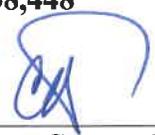
NOW, THEREFORE, BE IT RESOLVED, that the 2024-25 Register of Deeds Budget be amended as follows:

REVENUES:

Register of Deeds Document Recording Fees **\$158,448**
Reserve Account
(101.00000.341610.00000.00.00.00)

EXPENDITURES:

Part-time Pay \$ 15,000
(101.51600.516901.00000.00.00.00)
Lease Payments \$ 8,448
(101.51600.533001.00000.00.00.00)
Maintenance & Repairs \$ 35,000
(101.51600.533701.00000.00.00.00)
Data Processing Equipment \$ 100,000
(101.51600.570901.00000.00.00.00)
\$158,448



Chas Morton, 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. 7-24-15
Requested by: Parks & Rec Director

FILED 6/24/24
ENTERED 11:50 a.m.
JEFF WHIDBY, COUNTY CLERK *JW*

RESOLUTION APPROPRIATING AND AMENDING THE 2024-25 CAPITAL PROJECTS BUDGET BY \$500,000 FOR THE PURCHASE OF VARIOUS PARKS & RECREATION EQUIPMENT - REVENUES TO COME FROM RECREATION PRIVILEGE TAX FUNDS

WHEREAS, the Parks & Recreation Department continues to have increasing demands for services throughout the County; and,

WHEREAS, funds are expended for additional amenities at all parks and facilities which include, but not limited to:

Replace Fitness Equipment at Various Facilities	100,000
Facility Vehicle Replacement	140,000
Replacement Flooring at Various Facilities	25,000
Aqua Bikes for Classes	25,000
Replacement Slides for Outdoor Pools	25,000
Compact Mini-Excavator for Nature Trails	38,000
(7) Utility Vehicles for Parks Maintenance	72,000
(1) Dump Truck for Parks Maintenance	<u>75,000</u>
	\$500,000

NOW, THEREFORE, BE IT RESOLVED, that the 2024-25 Capital Projects budget be amended, as follows:

REVENUES:

Recreation Privilege Tax Funds **\$500,000**
171.00000.351400.00000.00.00.00

EXPENDITURES:

Parks & Facilities Amenities **\$500,000**
171.91150.579900.00000.00.00.00 PR412

Chas Morton, County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee: For 5 Against 0 Pass Out

Commission Action Taken: For Against Pass Out

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

Resolution No. 7-24-16
Requested by: Juvenile Services

FILED 6/24/24
ENTERED 11:50 a.m.
JEFF WHIDBY, COUNTY CLERK *sw*

RESOLUTION AMENDING THE 2024-2025 JUVENILE SERVICES BUDGET IN THE AMOUNT OF \$192,000.00 – REVENUES TO COME FROM STATE GRANT FUNDS

WHEREAS, Williamson County Juvenile Services received a grant (#77103) from the Tennessee Department of Children’s Services (“DCS”) to continue to expand community-based services and training to provide treatment options for the Williamson County Juvenile Court for the 2024-2025 fiscal year; and

WHEREAS, the Williamson County Board of Commissioners approved the Mayor’s execution of the grant amendment in May of 2024; and

WHEREAS, the Board of Commissioners must approve acceptance of the grant funds in the amount of \$192,000.00 for the 2024-2025 fiscal year:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this 8th day of July, 2024, hereby amends the 2024-2025 Juvenile Services budget to accept \$192,000.00 in grant funds to the provision of Juvenile Justice Prevention, Community Intervention Services for the 2024-2025 fiscal year as follows:

REVENUES:

State Grant- Juvenile Services \$192,000.00
101.00000.469800.00000.00.00.00.G0031

EXPENDITURES:

Contract w/ Government Agencies \$192,000.00
101.54240.530900.00000.00.00.00.G0031



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 C. Anderson, Williamson County Mayor

Date

RESOLUTION AMENDING THE 2024-25 SHERIFF'S OFFICE BUDGET BY \$1,368,796 FOR THE SECOND YEAR ANNUAL LEASE PURCHASE WITH AXON, INC. – 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, Comptroller's Office and the local legislative body approved the lease financing contract for the Williamson County Sheriff's Office 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 totals \$6,065,876.00 at an annual costs of \$1,368,796.00 to the County at an interest rate of zero percent (0%); and

WHEREAS, the 2023-24 budget was amended by \$590,691.55 in Resolution No. 6-24-27 to begin this process; and,

WHEREAS, the subsequent 2024-25 fiscal year payment was not included in the new fiscal year budget preparation process;

NOW, THEREFORE, BE IT RESOLVED, that the 2024-25 Williamson County Sheriff's Office budget be amended as follows:

REVENUES:

Unappropriated County General Fund Balance **\$1,368,796**
(101.00000.390000.00000.00.00.00)

EXPENDITURES:

Other Equipment **\$1,368,796**
(101.54110.579000.00000.00.00.00)



Greg Sanford-County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enforcement Public Safety For 5 Against 0 Abstain _____
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 APPROPRIATING AND AMENDING THE 2024-25 COUNTY CLERK'S
BUDGET BY \$50,000 FOR EQUIPMENT AND MAINTENANCE COSTS –
REVENUES TO COME FROM FILING FEES**

WHEREAS, Public Chapter 1003 of the 2022 General Assembly established an additional recording fee of \$3 for receiving and forwarding applications for certificates of title to the department of revenue; and,

WHEREAS, this additional fee is earmarked for the provision of services directly related to titling and registration in the County Clerk's Office; and,

WHEREAS, there is a need to provide funding for certain office equipment and related maintenance costs for the County Clerk's Office;

NOW, THEREFORE, BE IT RESOLVED, that the 2024-25 County Clerk's Office Budget be amended as follows:

REVENUES:

Title and Registration Fees - Reserve	
101.00000.3416920.00000.00.00.00	<u>\$ 50,000</u>
	\$ 50,000

EXPENDITURES:

Other Equipment	
101.52500.571902.00000.00.00.00	\$ 34,000
Maintenance & Repair - Equipment	
101.52500.533700.00000.00.00.00	<u>\$16,000</u>
	\$50,000



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 2024-25 PARKS AND CAPITAL IMPROVEMENT PROGRAM BY \$120,000.00- REVENUES TO COME FROM RESERVES

- WHEREAS,** the Parks and Recreation Department oversees numerous parks in the county, and;
- WHEREAS,** the Williamson County Nolensville Recreation Complex includes three (3) ballfields, which the Nolensville Youth Association offers youth sports, and;
- WHEREAS,** estimated renovations and the addition of one (1) ballfield total approximately \$120,000.00, and;
- WHEREAS,** the Town of Nolensville has contributed the funding for these upgrades, and;
- WHEREAS,** the funds were not anticipated during the budget preparation process:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners meeting this July 8th, 2024, amends the Parks & Recreation CIP Budget as follows:

REVENUES:

Reserves	
101.00000.351501.00000.00.00.00	\$ 120,000.00
Transfer Out	
101.99100.5599000.0000.00.00.00	\$ 120,000.00

EXPENDITURES:

Capital Projects-Parks Facilities Donation	
171.91150.579900.00000.00.00.00	\$ 120,000.00
Transfer In	
171.00000.498000.00000.00.00.00	\$ 120,000.00



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Parks & Recreation Committee:	For ___ Against ___
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

Resolution No. 7-24-19
Requested by: Williamson County Sheriff's Office

FILED 6/24/24
ENTERED 11:50 a.m.
JEFF WHIDBY, COUNTY CLERK JW

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO EXECUTE
MEMORANDUMS OF UNDERSTANDING CONCERNING THE
PROVISION OF SCHOOL RESOURCE OFFICERS**

- WHEREAS,** Williamson County, as a Tennessee governmental entity, has the authority to enter into memorandums of understanding for cooperation in providing services to its citizens; and
- WHEREAS,** the Williamson County Sheriff's Office provides school resource officers ("SROs") to certain schools operated by the Franklin Special School District ("FSSD") and the Williamson County Board of Education; and
- WHEREAS,** Williamson County has an opportunity to submit an application to request grant funding to assist in the cost of providing SROs in local schools; and
- WHEREAS,** as part of the application, Williamson County, through its Sheriff's Office, is required to adopt a form memorandum of understanding dictating each party's responsibilities; and
- WHEREAS,** to assist Williamson County with the cost of providing SROs within FSSD schools, FSSD agrees to dedicate all grant funds it receives for the reimbursement for the provision of SROs in FSSD schools; and
- WHEREAS,** the Williamson County Board of Commissioners finds it in the best interest of the citizens of Williamson County to enter into memorandums of understanding as approved by the Tennessee Department of Safety and Homeland Security concerning the provision of SROs:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 8th day of July, 2024, authorizes the Williamson County Mayor to enter into separate form memorandums of understanding and any subsequent amendments, with the Franklin Special School District and with Williamson County Public Schools for the purpose of providing school resource officers.



County Commissioner

COMMITTEES REFERRED TO AND 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

FILED 6/24/24
ENTERED 11:50 a.m.
JEFF WHIDBY, COUNTY CLERK JW

Resolution No. 7-24-20
Requested by: Commissioner Richards

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

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

WHEREAS, Rule 11 the Rules, Regulations and Procedures for the Williamson County Board of Commissioners ("Rules") provides that any amendment to the Rules requires a two-thirds majority vote if the proposed amendment is introduced at any regularly scheduled meeting other than the October or November meeting; and

WHEREAS, pursuant to Rule 11 of the Rules, a rule shall remain in effect until such time as it is appealed or amended; and

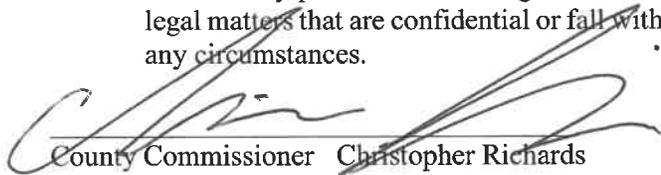
WHEREAS, the Board of Commissioners have determined that the recording and archiving of the Williamson County Budget Committee meetings where a quorum is present to take action will increase transparency of the budget process:

NOW THEREFORE, BE IT RESOLVED, that the Board of Commissioners, meeting in regular session this the 8th day of July 2024, by a two-thirds majority vote and upon recommendation of the Rules Committee, makes the following revisions to Rule 8.2. of the Rules, Regulations and Procedures for the Williamson County Board of Commissioners as follows:

Rule 8.2.

f. Recording and Archiving Budget Committee meetings:

1. All Budget Committee meetings where a quorum is present and the meeting is open to the public shall be recorded using audio/or video recording equipment.
2. The recordings shall capture the entire length of the Budget Committee meetings which are open to the public.
3. The Budget Committee meeting recordings shall not relinquish the committee's responsibility to maintain official minutes of each Budget Committee meeting. The video and/or audio recordings are provided as a convenience to the citizens of Williamson County.
4. Recordings shall be subject to the Tennessee Open Meetings Act and shall be maintained and archived for the period defined by the Williamson County Public Records Committee.
5. Recordings shall be available to Tennessee citizens within two (2) business days of the corresponding Budget Committee meeting.
6. The ability to record Budget Committee meetings shall be subject to the availability of the equipment needed to fulfill the intent of this Rule. In the event of technical difficulties or equipment malfunction, the County shall take reasonable steps to provide alternative means of recording the meeting to the Budget Committee.
7. Any necessary funding for the procurement, maintenance, or upgrade of recording equipment shall be allocated through the budgetary process or received through private donations.
8. Any portion of the Budget Committee meeting concerning medical, criminal, or pending legal matters that are confidential or fall within attorney-client privilege shall not be recorded under any circumstances.


County Commissioner Christopher Richards


County Commissioner Chas Morton

COMMITTEES REFERRED TO & ACTION TAKEN:

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

Jeff Whidby County Clerk

Brian Beathard - Commission Chairman

Rogers C. Anderson, Williamson County Mayor

Date

FILED 6/24/24
ENTERED 11:50 a.m.
JEFF WHIDBY, COUNTY CLERK *Jw*

Resolution No. 7-24-21
Requested by: County Mayor

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE PARTICIPATING COUNTIES THROUGH THEIR CHIEF LOCAL OFFICIALS FOR JOINT PARTICIPATION IN THE NORTHERN MIDDLE TENNESSEE LOCAL WORKFORCE BOARD

- WHEREAS,** the parties to the interlocal agreement are local governmental entities of the State of Tennessee and, as such, are authorized to enter into an interlocal agreement pursuant to *Tennessee Code Annotated, Section 12-9-101, et. seq.*; and
- WHEREAS,** the parties to the interlocal agreement are committed to providing and improving efficient and effective support for new and established businesses in the Northern Middle Tennessee Local Workforce Development Area; and
- WHEREAS,** Williamson County and the participating local municipalities see the benefit of continued participation in Northern Middle Tennessee Local Workforce Board; and
- WHEREAS,** the parties to the agreement wish to avail themselves as participants to the Local Workforce Board for the purpose of expanding business opportunities to the development area; and
- WHEREAS,** the parties have determined the interlocal agreement is beneficial to all parties and as such, authorizes the Williamson County Mayor to execute the interlocal agreement and all other documents relating to the establishment and participation in the Northern Middle Tennessee Local Workforce Board:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 8th day of July, 2024, hereby approves the terms of the interlocal agreement and authorizes the Williamson County Mayor to execute the interlocal agreement and all other amendments, extensions, and documents with the participating local agencies to define the parties' financial and contractual obligations and responsibilities concerning Williamson County's participation in the Northern Middle Tennessee Local Workforce Board.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

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

**INTERLOCAL AGREEMENT BY AND BETWEEN THE LOCAL ELECTED OFFICIALS OF THE
NORTHERN MIDDLE TENNESSEE LOCAL WORKFORCE DEVELOPMENT AREA OF
CHEATHAM, DAVIDSON, DICKSON, HOUSTON, HUMPHREYS, MONTGOMERY,
ROBERTSON, RUTHERFORD, STEWART, SUMNER, TROUSDALE, WILLIAMSON, AND
WILSON COUNTIES**

1) Purpose of This Agreement: Describe the purpose and the term of the Interlocal Agreement:

The Interlocal Agreement defines the duties and responsibilities and liabilities between the Local Elected Officials LEO's (County Mayors/County Executives) of the thirteen counties comprising the Northern Middle Tennessee Workforce Development Area (NMTWDA) Consortium of Mayors. This agreement provides an organized plan for the Chief Local Elected Official (CLEO) and Local Elected Officials (LEOs) to carry out how the local area will operate. The term of this agreement will be for two (2) years from July 1, 2024 through June 30, 2026.

2) Participating Local Elected Officials:
See Appendix A of this agreement.

3) Designation of a Chief Local Elected Official (CLEO):

The Northern Middle Tennessee Workforce Development Area consists of Cheatham, Davidson, Dickson, Houston, Humphreys, Montgomery, Robertson, Rutherford, Stewart, Sumner, Trousdale, Williamson and Wilson counties. Each county has a Local Elected Official (LEO) that is the County Mayor/Executive that is elected through popular vote from time to time. Each LEO is fiscally liable for the Workforce Innovation and Opportunity Act funds that flow from the state to the county mayors and to the fiscal agent for Northern Middle Tennessee Local Workforce Board (NMTWDB) and also provide guidance on a number of WIOA activities as outlined in 20 CFR 679.420. The thirteen county LEOs nominate and elect by voice or electronic vote a Chief Local Elected Official (CLEO) that can act on their behalf from time to time to ensure that oversight of workforce activities directed by the Northern Middle Tennessee Workforce Board is aligned with the intent, purpose and in agreement with the LEOs.

a. The LEOs will elect by majority vote (51%) a Chief Local Elected Official (CLEO) for the NMTWDA Consortium of Mayors. If the CLEO is not performing their function, then the LEO's may unseat the CLEO by a two-thirds (66%) majority vote. The decisions that can be made by the CLEO on behalf of the LEOs and to avoid conflicts of interest the duties of the CLEO are:

- Appoint the fiscal agent and the administrative entity
- The CLEO will serve for a term of 2 years
- The CLEO serves as the signatory for the LEO's and acts as local grant recipient and liable or funds allocated to the area according to Section 6 of this agreement.

- Appoint members to the NMTWDB and provide input to Board Bylaws
 - Submit regional and local plans
 - On behalf of the Consortium of Mayors develop a partnership agreement with the NMTWDB and oversee AJC system
 - Approve the recommendations of NMTWDB regarding the annual budget and the selection of the One Stop Operator
 - Negotiate local performance measures in conjunction with the NMTWDB and area designation and certification
- b. The Chief Local Elected Official (CLEO) for NMTWDA is Mayor Bob Rial of Dickson County(4 Court Square, Charlotte, TN 37036). The CLEO shall have signatory authority to execute all binding agreements pertaining to WIOA including plans, agreements and grants under Section 107 of WIOA.

4) Grant recipient and Signatory:

Pursuant to Section 107(d)(12)(B)(i)(I) of WIOA the consortium of Mayors (LEOs) of the NMTWDA assume the responsibility for receipt and disbursal of funds. It shall include the assumption of pro-rata responsibility for misuse of funds under Sections 128 and 133 of WIOA. Contracts of expenditure of WIOA funds will be signed by the CLEO.

5) Liability of Funds:

See Appendix C for percentage share of liability funds in the event of misuse or misappropriation. The LEOs retain responsibility for appropriate use and distribution of any and all funds allocated to the area through WIOA and shall be liable for any misuse of the funds in proportion to their representation. The current census population of the NMTWDA will be used for distribution of misuse of funds prorated based on those population estimates by county.

6) Fiscal Agent:

Workforce Essentials is the fiscal agent for the LWDA and shall be responsible of all funds and activities by the direction of the Board in agreement with the LEOs and pursuant to the requirements of WIOA.

7) Resolving Disallowed Costs:

Reconciling disallowed costs and liability for those costs will first rest with the entity incurring those costs. Members of this agreement will retain responsibility for the appropriate use and distribution of any and all funds allocated to the Northern Middle Tennessee Workforce Area through WIOA, and shall be liable for the misuse of the funds in proportion to their representation as documented in Appendix C.

8) LWDB Member Representation:

All board members approved by the CLEO should be in positions of optimum policy-making authority within each of the entities they are representing; even those representing more than one. The NMTWDB will have the following representation.

a. A majority of the members of the board shall be representatives of business in the local area, who-

(i) Are owners of businesses, chief executives, or operating officers of businesses, or other business executives or employers with optimum policymaking or hiring authority;

(ii) Represent businesses, including small businesses, or organizations representing businesses described in this clause, that provide employment opportunities that, at a minimum, include high-quality, work-relevant training and development in in-demand industry sectors or occupation in the local area; and

(iii) Are appointed from among individuals nominated by local business organizations and business trade associations;

b. Not less than 20 percent of the members of the NMTWDB shall be representatives of the workforce within the local area, who –

(i) Shall include representatives of labor organizations who have been nominated by local labor federations, or other representatives of employees;

(ii) Shall include a representative, who shall be a member of a labor organization or a training director, from a joint labor-management apprenticeship program;

(iii) May include representatives of community-based organizations that have demonstrated experience and expertise in addressing the employment needs of individuals with barriers to employment, including organizations that serve veterans or that provide or support competitive integrated employment for individuals with disabilities; and

(iv) May include representatives of organizations that have demonstrated experience and expertise in addressing the employment, training, or education needs of eligible youth, including representatives of organizations that serve out-of-school youth

c. The NMTWDB shall include representatives of entities administering education and training activities in the local area, who-

(i) Shall include a representative of eligible providers administering adult education and literacy activities under Title II;

(ii) Shall include a representative of institutions of higher education providing workforce investment activities (including community colleges);

(iii) May include representatives of local educational agencies, and of community based organizations with demonstrated experience and expertise in addressing the education or training needs of individuals with barriers to employment

d. The NMTWDB shall include representatives of governmental and economic and community development entities serving the local area, who-

(i) Shall include a representative of economic and community development entities;

(ii) Shall include an appropriate representative from the State employment service office under the Wagner-Peyser Act (29 U.S.C. 49 et seq.) serving the local area;

(iii) Shall include an appropriate representative of the programs carried out under Title I of

the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.), other than Section 112 or part C of that title (29 U.S.C. 732, 741), serving the local area;

(iv) May include representatives of agencies or entities administering programs serving the local area relating to transportation, housing, and public assistance; and

(v) May include representatives of philanthropic organizations serving the local area;
And

e. The NMTWDB may include such other individuals or representatives of entities as the local elected official in the local area may determine to be appropriate.

Special Rule - If there are multiple eligible providers serving the local area by administering adult education and literacy activities under Title II, or multiple institutions of higher education serving the local area by providing workforce investment activities, each representative on the local board described in clause (i) or (ii) of paragraph (2)(C), respectively, shall be appointed from among individuals nominated by local providers representing such providers or institutions, respectively (WIOA Section 107(b)(2)(A)-(E), and (b)(6)).

The CLEO and LEOs will follow the nomination guidelines of the state workforce policy for Local Governance and with assistance of NMTWDB staff, align the actual membership to meet WIOA requirements and demographic nature of both business and population. The CLEO will ensure board member selections, removed or reappointed, follow the guidelines outlined in article 5 of the Northern Middle Board By-Laws.

The CLEO, in conjunction with recommendations from the LEOs, will appoint members based upon a weighted percent population matrix to assure that all counties are represented on the NMTWDB. The Board size will be capped at 23 members to promote efficiency.

Counties with less than 10% of total population --1 member each

Counties with 10%-19% of total population - 2 members each

Counties with 20%-29% of total population -3 members each

Counties with 30% or more of the population -4 members each

*In addition-no more than 4 members are state appointments (TDL&WFD, VR, Higher Ed, Adult Ed, etc.) covering the entire area.

9) Communication:

The CLEO shall meet at a minimum annually with the LEOs to review and communicate activities of the Northern Middle Tennessee Workforce Board (NMTWDB). Additionally, LEOs are Ex-Officio members of the NMTWDB and attend NMTWDB meetings regularly, receive updates from Board staff and approve required actions. A joint meeting between the LEO's and the Northern Middle Board will be held annually. The provisions of this agreement notwithstanding, communication between NMTWDB members and LEOs are conducted through normal course of business as deemed necessary by the members.

10) LWDB Budget Approval:

The annual budget for the NMTWDB is prepared by staff to the NMTWDB, reviewed and amended by the Budget Committee of the NMTWDB before going before the full Board for a vote. This is done annually in accordance with WIOA Section 107(d)(12)(A) after notification from the TN Department of Labor and Workforce Development of allocations to be allotted to the NMTWDB. The NMTWDB will approve the budget by majority vote of 51% and submit to the CLEO for approval. The CLEO will approve the annual budget on

behalf of the LEO's. Fiscal monitoring by Board staff is conducted quarterly and results are reported to the Northern Middle Board during quarterly meetings.

11) LWDB Performance:

The CLEO and LEOs will monitor and review performance to assure a high level of services and staffing in all American Job Centers in the NMTWDA in order to meet the needs of the employers and job seekers according to the policies and procedures set forth by the Tennessee Department of Labor and Workforce Development in addition to the Workforce Innovation and Opportunity Act to include:

1. Communication with Board members from their County as outlined in Section 9 of this agreement;
2. Quarterly dashboard distribution of metrics and events to include goals and objective status by the One Stop Operator;
3. Attendance of quarterly NMTWDB quarterly meetings of which LEO's are Ex Officio members of the Board;
4. Individual requests to the Board staff from time to time;
5. Inclusion of State Workforce dashboards and State Workforce Board quarterly meetings;
6. Review and signature requirements, especially of the CLEO, of financial documents between the fiscal agent and the Tennessee Department of Labor and Workforce Development.

12) Dispute Resolution:

In carrying out their LEO responsibilities, in the event that an impasse should arise between the LEOs regarding terms, conditions, performance or administration of this agreement and in the Northern Middle Tennessee Workforce Area (NMTWDA), the parties agree to attempt to resolve disputes by mutually satisfactory negotiations in lieu of litigation. To this effect, they shall consult and negotiate with each other in good faith, and recognize their mutual interests, attempt to reach a just and equitable solution satisfactory to all parties. If that fails the CLEO will appoint a committee of informed individuals to hear the matter and make a recommendation to resolve the dispute. The committee shall report the results and resolution to all thirteen LEOs.

13) Election of a County Mayor: See Appendix D

Selection of the CLEO will be through election of the majority of the 13 county Mayors/Executives. When a new CLEO is elected for the NMTWDA, or if a LEO is elected in a county, (within 60 business days) they will submit a letter to the NMTWDB and State Workforce Board and placed on file with the Board that they have read and understand this agreement. They also reserve the right, after reading the agreement that they have options to conduct negotiations with the Board or with the CLEO or other LEO's to amend the Interlocal Agreement during the person's tenure as an official. The request for negotiations will be in writing to the CLEO, NMTWDB Chair and to the One Stop Operator stating their concern or change and the reasons for the proposed change. The CLEO, other LEO's, NMTWDB Chair and One Stop Operator will conduct negotiations in good faith to amend the agreement. If this fails in the negotiation process then the CLEO will adhere to Section 4 and 7 Dispute Resolution guidance to finalize the issue. Election of a new County Mayor/Executive requires the newly selected Mayor/Executive to submit a written statement to the NMTWDB and state workforce Board that they have read and understand this agreement and the letter must be kept on file by

the Board.

14) Amendment or Change to the Interlocal Agreement:

Any amendment or change to the Interlocal Agreement will be sent to the NMTWDB and the Tennessee Department of Labor and Workforce Development Program Integrity Unit upon final signage of the agreement. Amendments to this agreement can only be done in writing and be executed by the parties and their signatories. The written document must be executed with the same formality and of equal dignity herewith.

Appendix A: Signature of LEOS's

Name: Mr. Kerry McCarver
Representation: Cheatham County Mayor
Contact Information: Cheatham County Courthouse
100 Public Square
Ashland City, TN 37015
(615) 792-4316

Signature:

DocuSigned by:
Kerry McCarver
53DE88145C9E4AF...

Date: 6/17/2024

Name: Mr. Freddie O'Connell
Representation: Davidson County Mayor
Contact Information: 1 Public Square, Ste 100
Nashville, TN 37201
(615) 865-5000

Signature:

Date:

Name: Mr. Bob Rial
Representation: Dickson County Mayor (CLEO)
Contact Information: Dickson County Courthouse
P.O. Box 267: Courthouse Square
Charlotte, TN 37036
(615) 789-7003

Signature:

DocuSigned by:
Bob Rial
B1D42316DE2F418...

Date: 6/17/2024

Name: Mr. Joey Brake
Representation: Houston County Mayor
Contact Information: Houston County Courthouse, Room 101
4725 East Main Street
Erin, TN 37061
(931) 289-3633

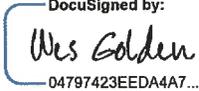
Signature:

Date:

Name: Mr. Mike Pogreba
Representation: Humphreys County Executive
Contact Information: Humphreys County Courthouse
Annex 102 Thompson Street
Waverly, TN 37185
(931) 296-7795

Signature: _____ **Date:** _____

Name: Mr. Wes Golden
Representation: Montgomery County Mayor
Contact Information: Montgomery County Courthouse
P.O. Box 368; One Millennium Plaza
Clarksville, TN 37041
(931) 648-5787

Signature:  _____ **Date:** 6/16/2024

Name: Mr. Billy Vogle
Representation: Robertson County Mayor
Contact Information: Robertson County Courthouse
Main Street, Room #108
Springfield, TN 37172
(615) 387-2476

Signature: _____ **Date:** _____

Name: Mr. Joe Carr
Representation: Rutherford County Mayor
Contact Information: Rutherford County Courthouse
One Public Square, Room 101
Murfreesboro, TN 37130
(615) 898-7745

Signature: _____ **Date:** _____

Name: Mr. Robert "Boo" Beecham
Representation: Stewart County Mayor
Contact Information: Stewart County Courthouse
P.O. Box 487; 226 Lakeview Drive
Dover, TN 37058
(931) 232-3100

Signature: _____ **Date:** _____

Name: Mr. John Isbell
Representation: Sumner County Mayor
Contact Information: Sumner County Administrative Building 355
Northern Belvedere Drive N Ste #102
Gallatin, TN 37066
(615) 452-3604

Signature: _____ **Date:** _____

Name: Mr. Jack McCall
Representation: Trousdale County Mayor
Contact Information: Trousdale County Courthouse
328 Broadway, Room 10
Hartsville, TN 37074
(615) 374-2461

Signature: _____ **Date:** _____

Name: Mr. Rogers Anderson
Representation: Williamson County Mayor
Contact Information: Williamson County Courthouse
1320 W. Main, Ste 125
Franklin, TN 37064
(615) 790-5700

Signature: _____ **Date:** _____

Name: Mr. Randall Hutto
Representation: Wilson County Mayor
Contact Information: Wilson County Courthouse
228 East Main Street, Room 104
Lebanon, TN 37087
(615) 444-1383

Signature:

_____ **Date:** _____

Appendix B: Designation of the Fiscal Agent

This document is to acknowledge the designation, by the Chief Local Elected Official, of the Fiscal Agent, Workforce Essentials to act on behalf of the grant sub recipient, Northern Middle Tennessee Workforce Development Board. By signing this document the Fiscal Agent has read and understood the responsibilities and liabilities of the role as sub recipient described in WIOA Section 107(d)(12)(B)(i)(II). This document is only an acknowledgement that the Fiscal Agent has been designated. Contacts between the Fiscal Agent and the CLEO should ensure that the Fiscal Agents roles and responsibilities are clearly outlined, and include the functions stated in 20 CFR 679.420.

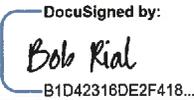
Fiscal Agent Name: **The Northern Middle Tennessee Workforce Board**

Name: Marla Rye
Representation: President of Workforce Essentials
Contact Information: 523 Madison Street, Suite A
Clarksville, TN 37040
(931) 905-3500

Signature:  **Date:** 6/14/2024

CLEO Name:

Name: Mr. Bob Rial
Representation: Dickson County Mayor (CLEO)
Contact Information: Dickson County Courthouse
P.O. Box 267: Courthouse Square
Charlotte, TN 37036
(615) 789-7003

Signature:  **Date:** 6/17/2024

AppendixC:

The LEOs must sign to acknowledge their responsibility of financial liability as the recipients of grant funds.

Utilize this section to describe the percentage or amount of liability assigned to each county or local unit of government in terms of fiscal responsibility in the event of misuse or misappropriations of WIOA funds. This is required under 20 CFR 683.710 (b)(2). Percentage is calculated through utilization of the most recent US Census data.

County: Cheatham

Percent Liability 2%

DocuSigned by:
Kerry McCarver
53DE88145C9E4AF...

Mr. Kerry McCarver

County: Davidson

Percent Liability 34.3%

Mr. Freddie O'Connell

County: Dickson

Percent Liability 2.6%

DocuSigned by:
Bob Rial
B1D42316DE2F418...

Mr. Bob Rial

County: Houston

Percent Liability 0.4%

Mr. Joey Brake

County: Humphreys

Percent Liability 0.9%

Mr. Mike Pogreba

County: Montgomery

Percent Liability 10.5%

DocuSigned by:
Wes Golden
04797423EEDA4A7...

Mr. Wes Golden

County: Robertson

Percent Liability 3.5%

Mr. Billy Vogle

County: Rutherford

Percent Liability 16.3%

Mr. Joe Carr

County: Stewart

Percent Liability 0.7%

Mr. Robert Beecham

County: Sumner

Percent Liability 9.4%

Mr. John Isbell

County: Trousdale

Percent Liability 0.5%

Mr. Jack McCall

County: Williamson

Percent Liability 11.9%

Mr. Rogers Anderson

County: Wilson

Percent Liability 7.1%

Mr. Randall Hutto

Appendix D.

I hereby acknowledge that I have read, understand, and will comply with:

- Interlocal Agreement By and Between the Local Elected Officials (LEO's) of the Northern Middle Tennessee Local Workforce Development Area of Cheatham, Davidson, Dickson, Houston, Humphreys, Montgomery, Robertson, Rutherford, Stewart, Sumner, Trousdale, Williamson, and Wilson Counties.
- The Partnership Agreement By and Between the Consortium of Local Elected Officials (LEO's) of Cheatham, Davidson, Dickson, Houston, Humphreys, Montgomery, Robertson, Rutherford, Stewart, Sumner, Trousdale, Williamson, and Wilson Counties.

Newly Selected LEO:

Name:

Representation:

Contact Information:

Signature: _____

Date: _____

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE TOWN OF THOMPSON'S STATION CONCERNING LAW ENFORCEMENT COVERAGE

WHEREAS, as Tennessee local governments, Williamson County ("County") and the Town of Thompson's Station ("Town") have the authority to enter into agreements for the joint cooperation in the provision of public services; and

WHEREAS, Tenn. Code Ann. § 12-9-104(a)(1) specifically authorizes the Town to contract with the County to provide for the enforcement of its ordinances by and through the County's general sessions court and the Sheriff's Office; and

WHEREAS, the Town has requested the Williamson County Sheriff's Office's assistance in the provision of additional law enforcement coverage within the jurisdiction of the Town; and

WHEREAS, it is the intent of the Board of Commissioners to request the parties to negotiate in good faith, the compensation amount related to the County's costs of providing the law enforcement services within the Town; and

WHEREAS, finding it to be in the best interest of the citizens of Williamson County, the Williamson County Board of Commissioners authorizes the County Mayor to enter into an interlocal agreement with the Town of Thompson's Station concerning the provision of dedicated law enforcement coverage to the Town:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 8th day of July, 2024, hereby authorizes the Williamson County Mayor to execute an interlocal agreement and all other documents with the Town of Thompson's Station to define the rights, obligations, and responsibilities of the parties concerning the provision of dedicated law enforcement coverage to the Town of Thompson's Station.



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

**INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY, TENNESSEE
AND THE TOWN OF THOMPSON'S STATION, TENNESSEE**

SUBJECT: Interlocal Agreement ("Agreement") between WILLIAMSON COUNTY, TENNESSEE ("County"), on behalf of the Williamson County Sheriff's Office ("Sheriff's Office"), and the TOWN OF THOMPSON'S STATION, TENNESSEE ("Town"), for the provision of dedicated law enforcement coverage within the Town's jurisdiction.

WHEREAS, as Tennessee local governments, the parties, upon approval of their respective legislative bodies, have the authority to enter into interlocal agreements for the joint cooperation in the provision of public services; and

WHEREAS, the parties to this Agreement are committed to providing and improving efficient and effective support of the delivery of law enforcement services to the citizens within their jurisdictions; and

WHEREAS, Tenn. Code Ann. § 12-9-104(a)(1) specifically authorizes Town to contract with County to provide for the enforcement of its ordinances by and through County's general sessions court and the Sheriff's Office; and

WHEREAS, Town has requested the Sheriff's Office's assistance in the provision of additional law enforcement coverage within the jurisdiction of the Town; and

WHEREAS, the parties agree that entering into this Agreement is to the mutual benefit of the parties and their citizens:

NOW THEREFORE BE IT RESOLVED, the parties agree as follows:

- 1. Purpose.** The parties agree that entering into this Agreement is to the mutual benefit of the parties. The objective of this Agreement is to provide a framework for cooperation between the parties for the provision and reimbursement of costs for increased law enforcement coverage including, but not limited to, the continued enforcement of Town's ordinances, within the Town's jurisdiction, by the Sheriff's Office as may be authorized pursuant to Tenn. Code Ann. 8-8-201(34). It is the intention of Town and County to supplement the state law and Town ordinance enforcement coverage currently provided by County and the Sheriff's Office and not to revoke Ordinance 08-004 of the Town.
- 2. Authority.** This Agreement is made and entered into pursuant to the authority granted by the parties under the *Interlocal Cooperation Act* ("Act"), Tennessee Code Annotated, Sections 12-9-101, et seq., and Tenn. Code Ann. 8-8-201(34), and the parties agree that all approvals and filings required by the terms of the Act shall be achieved as soon as possible from and after the execution of this Agreement.
- 3. Separate Entity.** This Agreement does not create a separate entity, nor shall it be interpreted as creating a separate entity under any circumstances.
- 4. Provision of Law Enforcement Coverage.** The Sheriff's Office will provide Town, within Town's municipal boundaries, customary law enforcement services at the same level and degree as is customarily provided by the Sheriff's Office in the surrounding unincorporated County. It is the intent of the Sheriff's Office to provide additional law enforcement coverage. The Sheriff's Office agrees that it shall provide law enforcement personnel to provide approximately forty (40) hours per week of law enforcement coverage within Town's jurisdiction. Town acknowledges and accepts that the Sheriff's Office shall have full and absolute control over scheduling of law enforcement personnel to provide the law enforcement coverage within Town's jurisdiction. The Sheriff's Office will use reasonable efforts, contingent on the availability of law enforcement personnel and financial resources, to provide the law enforcement coverage within Town's jurisdiction for approximately forty (40) hours per week to be averaged over the term of this Agreement. The provision of the additional law enforcement coverage services contemplated in this paragraph shall not adversely affect the continued provision of law enforcement personnel for Town sponsored community events, dependent on the availability of personnel and resources which shall be determined in the discretion of the Sheriff's Office. Assigned deputies or other Sheriff's Office personnel shall at all times remain employees of the Sheriff's Office and contingent on the availability of personnel and resources.

5. **Payment to County.** In consideration of the provision of the additional law enforcement coverage, Town agrees to make a one-time payment of One Hundred Twenty-Five Thousand and 00/100 Dollars (\$125,000.00) to be paid to County by August 31, 2024. Should the term of this Agreement be extended by the parties, Town agrees to make an additional payment of One-Hundred Twenty-Five Thousand and 00/100 Dollars (\$125,000.00) for each year this Agreement is extended, due no later than August 31 of the extended term.
6. **Term.** This Agreement shall become effective on the date it is fully executed and shall continue until June 30, 2025. The parties may agree in writing to extend the term of this Agreement and continue to be bound by its terms for two (2) additional terms of one (1) year each unless otherwise terminated as provided for herein.
7. **Termination for Convenience.** Any party may withdraw from this Agreement at any time and without cause upon providing the other party with a minimum of ninety (90) days' written notice. Should Town initiate termination for convenience, then County shall have no obligation to refund any portion of the amount previously paid to County by Town. Should County terminate this Agreement for convenience after Town has already made the annual payment to County as contemplated herein, County shall refund to Town an amount determined by prorating the actual number of days until the end of the term by multiplying the number of remaining workdays by One Hundred Thirty-Seven and 00/100 Dollars (\$137.00). This amount shall constitute the full refund owed to Town and County shall have no further obligations under this Agreement. Alternatively, this Agreement may be terminated at any time by agreement of the parties, in which case County shall be under no obligation to refund any portion of the amount received from Town. This Agreement shall terminate upon the provision of notice should either party's legislative body fail to appropriate the funds for the provision of the obligations provided herein.
8. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
9. **Conflict with Laws.** Nothing in this Agreement is intended to conflict with current applicable laws or regulations.
10. **Modification.** This Agreement may be modified upon the mutual written consent of the parties.
11. **Independent Entities.** The relationship of the parties shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this Agreement. The parties hereto shall not hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act, or omission of any other party to this Agreement contrary to the terms of this paragraph. Each party shall maintain its own identity in providing services. Each party is separately responsible for establishing its own policies.
12. **Nature of Agreement.** The parties expressly acknowledge and agree that this Agreement sets forth the terms and conditions governing the roles and responsibilities of each party.
13. **Force Majeure.** No party shall have any liability to any other party hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
14. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Agreement.
15. **Discriminatory Practices.** No party shall subscribe to any policy or practice which permits or allows the refusal of services to individuals in need due to the individual's race, creed, color, national origin, age, sex or which is in violation of any applicable laws.
16. **Assumption of Liability.** Each party shall be and remains liable for its actions as well as the actions

of the respective party's employees, volunteers, agents, or officers. Nothing in this Agreement shall be construed to limit any party's governmental immunity.

17. Assignment. Due to the nature of the obligations concerning the provision of law enforcement, the rights and obligations of this Agreement are not assignable.

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

19. Liability. No party shall have any liability to any other party hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

20. Required Approvals. Each party shall be responsible for receiving all approvals from the appropriate governing bodies prior to executing this Agreement as well as future required approvals in a diligent manner.

21. Miscellaneous. The complete understanding between the parties is set out in this Agreement, and this Agreement supersedes and voids all prior and contemporaneous understandings, except as herein contained. The headings in this Agreement are for convenience and reference and are not intended to define or limit the scope of any provisions of this Agreement. Unless otherwise limited by Tennessee law, this Agreement is not intended to be enforceable in any court of law or dispute resolution form. The remedy for non-performance under this Agreement shall be termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates recorded below.

Williamson County, Tennessee:

Town of Thompson's Station, Tennessee:

By: _____

By: _____

Date: _____

Date: _____

Approved as to form and legality:

Approved as to form and legality:

Williamson County Attorney

Town of Thompson's Station Attorney

Williamson County Sheriff's Office:

By: _____

Date: _____

Resolution No. 7-24-23
Requested by: Sheriff's Office

**RESOLUTION TO SURPLUS AND APPROVE THE CONVEYANCE OF A BLACK
LABRADOR K-9 OFFICER FROM THE WILLIAMSON COUNTY SHERIFF'S
OFFICE TO HIS LAW ENFORCEMENT HANDLER**

WHEREAS, pursuant to Tennessee Code Annotated § 5-14-108, the Williamson County Sheriff's Office requests the Board of Commissioners surplus and authorize Williamson County to transfer ownership of a black Labrador K-9 officer named Remi; and

WHEREAS, Detective Lee Eaves was the current handler for Remi, a K-9 officer who has served with the Williamson County Sheriff's Office; and

WHEREAS, Remi's service as a Sheriff K-9 to Williamson County for detecting and apprehension has come to a conclusion and as such is set to retire from service; and

WHEREAS, the Williamson County Board of Commissioners finds that it is in the interest of the citizens of Williamson County and Remi for Williamson County to transfer its ownership interest to Detective Lee Eaves; and

WHEREAS, Detective Lee Eaves is currently fostering Remi:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 8th day of July, 2024, on behalf of the Williamson County Sheriff's Office and recognizing Remi's service to the Williamson County Sheriff's Office and the citizens of Williamson County, surpluses and transfers all ownership rights in Remi to Detective Lee Eaves upon the K-9's retirement.

County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enforcement/Public Safety Committee: For 5 Against 0 Pass Out
Property Committee: For 5 Against 0 Pass Out
Commission Action Taken: For Against Pass Out

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

Resolution No. 7-24-24
 Requested by: Sheriff's Office

**RESOLUTION ACCEPTING THE DONATION OF LAW ENFORCEMENT EQUIPMENT
 FROM THE 21ST JUDICIAL DISTRICT DRUG TASK FORCE ON BEHALF OF THE
 WILLIAMSON COUNTY SHERIFF'S OFFICE**

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

WHEREAS, the 21st Judicial District Drug Task Force is a governmental entity who currently owns certain law enforcement equipment further described in the list below:

Item Description	Serial No.	DTF No.
LPR Mobile Processor w/Power Unit-GPS	2124010918	1188
LPR Camera – Raptor 3	VSR-15-8-075-N-14-0057	1189
LPR Mobile Processor w/Power Unit-GPS	2124010958	1197
LPR Camera – Raptor 3	VSR-15-8-075-N-14-0067	1203
LPR Camera – Raptor 3	VSR-15-8-075-N-14-0042	1204
LPR Camera – Raptor 3	VSR-15-8-075-N-14-0111	1208
LPR Mobile Processor w/Power Unit-GPS	167003711ARC05	1262
LPR Camera – Reaper	20975-81398	1263
LPR Camera – Reaper	20975-81397	1264

WHEREAS, the Williamson County Sheriff's Office desires Williamson County to accept the donation on its behalf; and

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 equipment from the 21st Judicial District Drug Task Force on behalf of the Williamson County Sheriff's Office:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 8th day of July 2024, on behalf of the Williamson County Sheriff's Office, accepts the generous donation of law enforcement equipment which is further described in the attached list.



 County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enforcement/Public Safety Committee For 4 Against 0 Pass 1 Out
 Property Committee For 5 Against 0 Pass Out
 Commission Action Taken: For Against Pass Out

 Jeff Whidby, County Clerk

 Brian Beathard, Commission Chairman

 Rogers Anderson, Williamson County Mayor

 Date

Resolution No. 7-24-25
Requested by: Sheriff's Office

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR
TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE
21st JUDICIAL DISTRICT DRUG TASK FORCE**

WHEREAS, both Williamson County ("County") and the 21st Judicial District Drug Task Force ("DTF") are public agencies of the State of Tennessee and, as such, are authorized to enter into an interlocal agreement pursuant to *Tennessee Code Annotated, Section 12-9-104*; and

WHEREAS, *Tennessee Code Annotated, Section 8-7-110* authorizes any law enforcement officer or assistant district attorney general or district attorney general criminal investigator, hired or assigned to a drug task force, to enforce the laws of the State of Tennessee related to the investigation and prosecution of drug cases by conferring the same rights, powers, duties, and immunities in every jurisdiction within the judicial district as such officer has within the officer's own jurisdiction; and

WHEREAS, the purpose of the DTF is to consolidate the efforts, information, experiences, and resources of the individual law enforcement agencies within the district in order to effectively investigate drug cases; and

WHEREAS, the interlocal agreement does not restrict the law enforcement agencies which are parties to this agreement from continuing to investigate drug cases within the jurisdiction in which such agency operates; and

WHEREAS, the Williamson County Board of Commissioners has determined that it is in the best interest of the citizens of Williamson County to authorize the Williamson County Mayor to execute the attached interlocal agreement and all other documents relating to the participation in the 21st Judicial District:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this 8th day of July, 2024, hereby authorizes the Williamson County Mayor to execute the attached interlocal agreement and all other documents with the 21st Judicial District Drug Task Force for the purposes stated in the agreement.

County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enforcement/Public Safety Committee	For <u>4</u>	Against <u>0</u>	Pass <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 C. Anderson, County Mayor

Date

Resolution No. 7-24-26
Requested by: Juvenile Court

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO SIGN A CONTRACT WITH THE STATE OF TENNESSEE DEPARTMENT OF CHILDREN'S SERVICES FOR THE PROVISION AND REIMBURSEMENT OF JUVENILE DETENTION SERVICES

WHEREAS, the Williamson County Juvenile Court has been successful in providing treatment, supervision, and support for at risk youth; and

WHEREAS, Williamson County Juvenile Services ("Juvenile Services") operates a juvenile detention facility located at 408 Century Court, Franklin, Tennessee; and

WHEREAS, the State of Tennessee Department of Children's Services provided a contract with the Williamson County Detention Center and is to reimburse Williamson County for the cost of housing juveniles in the Williamson County Juvenile Detention Center at a maximum rate of \$183.27 per child, per day; 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 contract with the State of Tennessee Department of Children's Services for the reimbursement of the cost to house juveniles at the Williamson County Juvenile Detention Center:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 8th day of July 2024, hereby authorizes the Williamson County Mayor to execute the contract with the State of Tennessee Department of Children's Services as well as all other documentation needed to receive reimbursement of the cost to house juveniles at the Williamson County Juvenile Detention Center.

Greg Sanford, County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enforcement/Public Safety	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

**CONTRACT HDT01772
BETWEEN THE STATE OF TENNESSEE,
Department of Children's Services
AND
Williamson County Detention Center**

This Contract, by and between the State of Tennessee, Department of Children's Services, hereinafter referred to as the "State" and Williamson County Detention Center, hereinafter referred to as the "Contractor," is for the provision of detention services, as further defined in the "SCOPE OF SERVICES."

Contractor Edison Registration ID # 0000002780

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. The Contractor shall maintain appropriate licensure required to provide the services covered by this contract. The Contractor must notify the Department of Children's Services (DCS) Contracts and Grants Management Division immediately, in writing, of any change in licensure status.
- A.3. The Contractor shall provide detention services as described in relevant DCS Policy and Procedure as well as the DCS Contract Provider Manual (CPM) as amended and attached herein by reference. The DCS CPM may be accessed at the following link:

<http://tn.gov/dcs/topic/DCS-Contract-Provider-Manual>

- A.4. The Contractor shall comply with the educational requirements outlined in T.C.A. §37-5-119.

B. TERM OF CONTRACT:

This Contract shall be effective on July 1, 2024 ("Effective Date"), and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed the authorized number of children/youth served times the number of days Services were provided times the level of service rate (youth served X number of days X rate). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. **Payment Methodology.** The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.

- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
- b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
Detention Services	\$ 183.27

** NOTICE: The amount(s) per compensable increment detailed above shall be contingent upon the State's receipt of an invoice (as required in section C.5., below) for said service(s) within thirty (30) days after the end of the calendar month in which the service(s) were rendered. At the sole discretion of the State, the amount per compensable increment of any service for which the State receives an invoice later than prescribed herein shall be subject to a reduction in amount of up to 100%. In the case of an untimely invoice, before any payment will be considered by the State, the Contractor must submit a written request regarding the untimely invoice, which shall detail the reason the invoice is untimely as well as the Contractor's plan for submitting all future invoices no later than prescribed herein, and it must be signed by an individual empowered to bind the Contractor to this Contract.*

- c. A "day" shall be defined as a minimum of eight (8) hours of service. If the Contractor provides fewer than eight hours of service in a standard twenty-four-hour day, the Contractor shall bill *pro rata* for only those portions of the day in which service was actually delivered. The Contractor shall not bill more than the daily rate even if the Contractor works more than eight hours in a day.

C.4. **Travel Compensation.** The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. **Invoice Requirements.** The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. All invoices shall be submitted through the Department of Children's Services Tennessee Family and Children Tracking System (TFACTS). The Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after Services have been provided.

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice Number (assigned by the Contractor)
 - (2) Invoice Date
 - (3) Contract Number (assigned by the State)
 - (4) Customer Account Name: Department of Children's Services, Network Development
 - (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
 - (6) Contractor Name
 - (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
 - (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
 - (9) Contractor Remittance Address

- (10) Description of Delivered Service
- (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (including name & title as applicable) of each service invoiced
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
 - iv. Amount Due by Service
 - v. Total Amount Due for the invoice period

b. The Contractor understands and agrees that an invoice under this Contract shall:

- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
- (2) only be submitted for completed service and shall not include any charge for future work;
- (3) not include sales tax or shipping charges; and
- (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.

- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
- b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not

limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*

- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create a employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.
- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

- D.21. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101 et. seq., addressing contracting with persons as defined at T.C.A. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.22. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law. The obligations set forth in this Section shall survive the termination of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Frank Mix, Executive Director Network Development/Provider Relations
 Department of Children's Services
 9th Floor, UBS Building
 315 Deaderick St.
 Nashville, TN 37243
Frank.Mix@tn.gov
 Phone: 615-741-9164
 Fax: 615-532-1130

The Contractor:

Zannie Martin, Executive Director
 Williamson County Detention Center
 408 Century Court, Franklin TN 37064
zannie.martin@williamsoncounty-tn.gov
 Telephone # 615-790-5812

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

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the

Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- E.4. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.
- a. Contractor warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract.
 - b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of the Contract so that both parties will be in compliance with HIPAA.
 - c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and Contractor in compliance with HIPAA. This provision shall not apply if information received by the State under this Contract is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.
- E.5. Printing Authorization. The Contractor agrees that no publication coming within the jurisdiction of *Tennessee Code Annotated*, Section 12-7-101, *et. seq.*, shall be printed pursuant to this contract unless a printing authorization number has been obtained and affixed as required by *Tennessee Code Annotated*, Section 12-7-103 (d).
- E.6. Public Accountability. If the Contractor is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4 or if this Contract involves the provision of services to citizens by the Contractor on behalf of the State, the Contractor agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Contractor shall display in a prominent place, located near the passageway through which the public enters in order to receive services pursuant to this Contract, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454
- E.7. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Contractor shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.
- E.8. Prison Rape Elimination Act (PREA). The Contractor must comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal law 42 U.S.C. 15601 *et. seq.*), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted.

E.9. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

- E.10. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's attention. Any such report shall be made by the Contractor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor.

Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Contract.

- E.11. State Ownership of Work Products. The State shall have ownership, right, title, and interest, including ownership of copyright, in all work products, including computer source code, created, designed, developed, derived, documented, installed, or delivered under this Contract subject to the next subsection and full and final payment for each "Work Product." The State shall have royalty-free and unlimited rights and license to use, disclose, reproduce, publish, distribute, modify, maintain, or create derivative works from, for any purpose whatsoever, all said Work Products.
- a. To the extent that the Contractor uses any of its pre-existing, proprietary or independently developed tools, materials or information ("Contractor Materials"), the Contractor shall retain all right, title and interest in and to such Contractor Materials, and the State shall acquire no right, title or interest in or to such Contractor Materials EXCEPT the Contractor grants to the State an unlimited, non-transferable license to use, copy and distribute internally, solely for the State's internal purposes, any Contractor Materials reasonably associated with any Work Product provided under the Contract.
 - b. The Contractor shall furnish such information and data as the State may request, including but not limited to computer code, that is applicable, essential, fundamental, or intrinsic to any Work Product and Contractor Materials reasonably associated with any Work Product, in accordance with this Contract and applicable state law.
 - c. Nothing in this Contract shall prohibit the Contractor's use for its own purposes of the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of providing the services requested under this Contract.
- c. Nothing in the Contract shall prohibit the Contractor from developing for itself, or for others, materials which are similar to and/or competitive with those that are produced under this Contract.
- E.12. Drug-Free Workplace. The Contractor shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.
- E.13. Title VI of the Civil Rights Act of 1964. The Contractor shall adhere to the requirements of Title VI of the Civil Rights Act of 1964, as codified in 42 U.S.C. 2000d, which states that "No person in the United States shall, on the ground of race, color or national origin be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance." The Contractor shall have in place or available a process to assist qualified persons of the provided service who may be limited in their English proficiency (LEP). The Contractor shall provide the language assistance service at no cost to qualified LEP individuals.
- E.14. Contractor Contact. The Contractor shall provide information to the Network Development unit relative to the Contractor's contact, who is empowered to make placement decisions on behalf of the Contractor, to allow access to placement 24 hours a day seven days a week to DCS. The information to be provided is as follows: gatekeeper/representative name(s); title; direct telephone number(s), cell phone number and/or pager number(s).

- E.15. Notification of Closure. The Contractor shall notify the State of the closure of its agency or facility no less than thirty (30) days prior to the actual date of closure. Failure to provide the State thirty (30) days written notice of the Contractor's intent to close its operations or any part of its operation shall be considered a breach of this Contract.
- E.16. Closure Transition. Within thirty (30) days from the closure notification date, the Contractor shall work with the State to transition all custodial youth placed with the Contractor, shall reconcile all records, transfer case files to DCS, and complete the Contract transition.
- E.17. State Ownership of Case Files. The State shall have ownership, right, title, and interest in all casefiles created, designed, developed, derived, documented, installed, or maintained on behalf of the State pursuant to this Contract. The State shall have unlimited rights to all said case files. The Contractor shall furnish such information and data upon the request of the State, in accordance with this Contract and applicable State law.

Both paper and electronic media shall be included. Records include, but are not limited to: institution academic transcripts, grade reports, records of grade changes, copies of GED Certificates or State issued diplomas/certificates of any kind, standardized examination reports, birth records, grade point average (GPA), class rank, letters of recommendation and related documentation and correspondence.

Records from closed Contractor schools shall be forwarded at least five (5) business days prior to closure to: DCS Records Management.

- E.18. Permanent Education Records. The Contractor shall maintain educational records permanently. These records shall be cut off at discharge or graduation. If the Contractor's school ceases operation, or the State ceases to contract with the Contractor, the permanent educational records for students who have been in State custody shall be forwarded to the State by the Contractor. The Contractor shall bear all costs for the transfer of all records. Both paper and electronic media shall be included. Records include, but are not limited to: institution academic transcripts, grade reports, records of grade changes, copies of GED Certificates or State issued diplomas/certificates of any kind, standardized examination reports, birth records, grade point average (GPA), class rank, letters of recommendation and related documentation and correspondence. Records from closed Contractor schools shall be forwarded at least five (5) business days prior to closure to: DCS Records Management.
- E.19. Mergers, Dissolutions, Partnerships & Joint Ventures. Prior to any dissolution, merger, or acquisition of the Contractor, the Contractor shall provide notification to the State ninety (90) days.
- E.20. Background Checks. Prior to the provision of any Services, all Contractor personnel that have direct contact with children shall comply with DCS Policy 4.1. Employee Background Checks.
- E.21. Not a DCS Employee. The Contractor shall inform the client in writing that the Contractor is a private provider and not an employee of the State.

IN WITNESS WHEREOF,

WILLIAMSON COUNTY DETENTION CENTER:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

Department of Children's Services:

Marjorie J. Quin, Commissioner

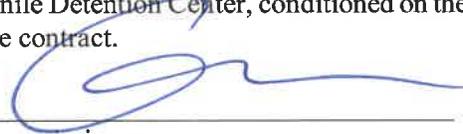
DATE

Resolution No. 7-24-27
Requested by: Juvenile Services

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO A CONTRACT WITH MAURY COUNTY, TENNESSEE ON BEHALF OF THE JUVENILE COURT OF WILLIAMSON COUNTY, TO HOUSE JUVENILES IN THE WILLIAMSON COUNTY JUVENILE DETENTION CENTER

- WHEREAS,** Chapter 408 of the 1983 Tennessee Public Acts, commonly referred to as the “Jail Removal Bill” now codified as part of Tennessee Code Annotated Sections 37-1-114, 37-1-116, and 37-1-149, prohibits the placement of children in adult jails on and after January 1, 1985; and
- WHEREAS,** there are a limited number of juvenile detention facilities to house juveniles in Tennessee; and
- WHEREAS,** Tennessee Code Annotated, Section 37-1-116(f) specifically provides that a county may contract with a juvenile court in another county to detain juveniles in a juvenile detention facility; and
- WHEREAS,** the Board of Commissioners directs that juvenile contracts receiving initial approval or amendments to existing contracts requiring approval by the Board that the County negotiate daily costs per day per juvenile associated with the costs of providing the services; and
- WHEREAS,** subject to the availability of space, the Williamson County Juvenile Court has agreed to house juveniles from Maury County, Tennessee on behalf of its juvenile court, in Williamson County’s Juvenile Detention Center located at 408 Century Court, Franklin at a rate of One Hundred Twenty-Five and 00/100 Dollars (\$125.00) per day for each juvenile housed; and
- WHEREAS,** in addition to the daily fee for each juvenile, the county in which the juvenile was transferred must reimburse Williamson County for any medical and dental services:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 8th day of July, 2024, hereby approves the terms contained in the attached contract and authorizes the Williamson County Mayor, on behalf of the Juvenile Court of Williamson County, to execute a contract and all other related documents with Maury County, Tennessee for the periodic housing of juveniles in the Williamson County Juvenile Detention Center, conditioned on the availability of space and at a per diem rate as provided in the contract.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enforcement Public Safety 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

CONTRACT BY AND BETWEEN
THE JUVENILE COURT OF WILLIAMSON COUNTY
AND
MAURY COUNTY

This CONTRACT (hereinafter referred to as "Contract") is made and entered into on the day and date last written by and between the GOVERNMENT OF WILLIAMSON COUNTY, TENNESSEE, a governmental entity created and existing under and by virtue of the constitution and the laws of the State of Tennessee, acting by and through the County Mayor for Williamson County, Tennessee on behalf of the JUVENILE COURT OF WILLIAMSON COUNTY, TENNESSEE (hereinafter referred jointly as "JUVENILE COURT"), and MAURY COUNTY, TENNESSEE a governmental entity created and existing under and by virtue of the constitution and the laws of the State of Tennessee, acting by and through the County Mayor for Maury County, Tennessee (hereinafter referred to as "COUNTY") concerning housing COUNTY's juveniles in the Williamson County Juvenile Detention Center (hereinafter referred to as "Juvenile Detention Center"), subject to the terms and restrictions provided herein.

WHEREAS, Chapter 408 of the 1983 Tennessee Public Acts, commonly referred to as the "Jail Removal Bill" now codified as part of Tennessee Code Annotated Sections 37-1-114, 37-1-116, and 37-1-149, prohibits the placement of juveniles in adult jails on and after January 1, 1985;

WHEREAS, Tennessee Code Annotated, Section 37-1-116(f) provides that a county may contract with a juvenile court in another county to detain juveniles in a juvenile detention facility; and

WHEREAS, the Judge of the JUVENILE COURT and COUNTY have agreed that JUVENILE COURT may detain juveniles from COUNTY in the Juvenile Detention Center located at 408 Century Court, Franklin, Tennessee or at such other address should the Juvenile Detention Center be relocated, subject to the following terms.

NOW, THEREFORE, JUVENILE COURT and COUNTY do hereby agree as follows, to-wit:

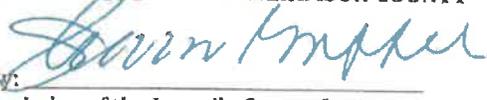
1. JUVENILE COURT shall provide detention care services in its Juvenile Detention Center for any juvenile ordered into its custody by the Juvenile Court of COUNTY, provided in the opinion of the JUVENILE COURT there is sufficient space available in the Juvenile Detention Center. Detention care services shall consist of detaining the juvenile in the Juvenile Detention Center and providing said juvenile with food, shelter, and supervision. The juvenile will be permitted to participate in any educational, recreational, or other programs which may be offered by the JUVENILE COURT, unless the safety and/or security of the Juvenile Detention Center or juvenile requires otherwise.

2. COUNTY shall, at its own expense, transport the juvenile to and from the Juvenile Detention Center. COUNTY agrees that it will reimburse the JUVENILE COURT for any medical expenses incurred on behalf of the juvenile during his/her detention at the Juvenile Detention Center. In the event prolonged medical care is anticipated, the JUVENILE COURT will notify COUNTY of such conditions and COUNTY shall assume responsibility for and make arrangements for such care. Should COUNTY request in writing and only if JUVENILE COURT agrees in writing, JUVENILE COURT shall exercise reasonable efforts to notify COUNTY of the expense prior to requesting non-emergency medical or dental services for a COUNTY juvenile. The notice provision only applies to non-emergency medical and dental services for COUNTY's juveniles. In addition to all other fees specified herein, COUNTY will be charged and shall pay to the JUVENILE COURT, a Fifty-Five and 00/100 Dollar (\$55.00) fee for each history and physical conducted on a COUNTY juvenile by a registered nurse while at the Juvenile Detention Center; a Fifty and 00/100 Dollar (\$50.00) fee for each medical call that is made by JUVENILE COURT for a COUNTY juvenile in which contracted medical staff is called to treat or assess a COUNTY juvenile; and a Twenty and 00/100 Dollar (\$20.00) fee for each daily check conducted on a COUNTY juvenile by contracted medical staff. In the event that the juvenile receives medical or mental health care from a provider other than the Juvenile Detention Center's contracted medical staff, any and all fees and expenses associated with such care will be the responsibility of COUNTY.
3. Williamson County juvenile offenders shall at all times have priority for space in the Juvenile Detention Center. In the event space that is provided to a juvenile sent to the Juvenile Detention Center by COUNTY becomes needed for a Williamson County juvenile offender, JUVENILE COURT is to notify COUNTY of such need, and COUNTY is to remove the juvenile from the Juvenile Detention Center within twelve (12) hours of the notification.
4. COUNTY shall pay JUVENILE COURT at the rate of One Hundred and Twenty-Five and 00/100 Dollars (\$125.00) per day for each COUNTY juvenile detained in its Juvenile Detention Center. A day shall be considered twenty-four (24) hours or any portion thereof, beginning when the juvenile enters the Juvenile Detention Center. In addition, COUNTY shall be responsible for any and all destructive actions of the COUNTY juvenile and/or visitors of the juvenile while the juvenile is detained in the Juvenile Detention Center. Should COUNTY fail to pay any sums set forth in this Contract within thirty (30) days after receiving an invoice, then JUVENILE COURT may terminate this Contract immediately. JUVENILE COURT may modify its monthly recurring fee subject to thirty (30) days' notice to COUNTY. The JUVENILE COURT shall provide the notice to COUNTY no later than forty-five (45) days prior to any annual automatic renewal date of this Contract. Should COUNTY decide not to renew this Contract for the new rate then COUNTY shall provide thirty (30) days' notice to JUVENILE COURT of its intent to terminate this Contract.
5. No juvenile shall be housed in the Juvenile Detention Center until, in the sole opinion of JUVENILE COURT, COUNTY has provided adequate proof of insurability against any and all damage including, but not limited to, damage caused by guests of such juveniles, and any injuries caused to any individuals or other juveniles while housed in the Juvenile Detention Center.
6. Each party shall be responsible for its own actions conducted under this Contract. Neither party's liability shall exceed any cap or limitation on damages or liability that exists pursuant to state or federal law. Should COUNTY carry liability insurance above the cap or limitation on damages or liability as established by state or federal law, COUNTY's liability to any party described herein shall be up to the amount of existing coverage afforded to COUNTY under the liability insurance policies for the events giving rise to a claim against COUNTY pursuant to this Contract.
7. JUVENILE COURT will not detain any juvenile for COUNTY after he/she has been transferred to another facility pursuant to Tenn. Code Ann. 37-1-134.

8. The term of this Contract is for a period of one (1) year and shall commence on May 1, 2024 and terminate on April 30, 2025. This Contract shall automatically renew for additional one (1) year terms subject to the termination clauses provided herein and conditioned on the Williamson County Board of Commissioners funding the operations of the Juvenile Detention Center for subsequent fiscal years. In the event that funds are not appropriated for the operation of the Juvenile Detention Center, this Contract shall terminate as of June 30 of the last fiscal year for which funds were last appropriated.
9. Either party may terminate this Contract at any time by providing the other party with thirty (30) days' written notice.
10. JUVENILE COURT agrees to adopt and comply with the standards of the Prison Rape Elimination Act (PREA). JUVENILE COURT shall provide evidence of PREA compliance if requested in writing by COUNTY.
11. This Contract expresses the entire agreement between the parties and the same shall not be changed, modified, and/or extended except in writing, signed by the parties and attached hereto.
12. In the event that any term of this Contract becomes subject to litigation, the venue for such action will be in Williamson County and Tennessee law will control.
13. All written notices, demands, and requests to be given hereunder by either party shall be in writing and must be sent by certified mail and shall be deemed properly given if tendered at the address below or at such other address as either party shall designate by written notice to the other.
14. In the event that any term of this Contract is found to be in contradiction of the Constitution of this state or of the United States, or any federal or state law, such term is to be severable from the remainder of this Contract and the remaining terms are to be fully enforceable.
15. The relationship of the parties shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this Contract. The parties hereto shall not hold themselves out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
16. The parties agree to cooperate in order to successfully execute the terms and conditions of this Contract including obtaining all regulatory and governmental approvals required by this Contract recognizing that the intent of each party to the other is to serve the individual interests of each party while respecting the conditions and obligations of this Contract.
17. There are no third-party beneficiaries to this Contract. No person or entity other than a party to this Contract shall have any rights hereunder or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Contract.
18. The parties agree to cooperate fully in order to successfully execute the terms and conditions of this Contract, including obtaining all regulatory and governmental approvals required to carry out the terms of this Contract, recognizing that the intent of each party to the other is to serve the individual interests of each party while respecting the conditions and obligations of this Contract.
19. If the Juvenile Detention Center or any part of the Juvenile Detention Center is destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence renders the fulfillment of this Contract by JUVENILE COURT impossible, then this Contract shall terminate upon provision of notice.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on this ____ day
of _____, 2024.

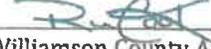
JUVENILE COURT OF WILLIAMSON COUNTY

By: 

Judge of the Juvenile Court of
Williamson County
408 Century Court
Franklin, TN 37064

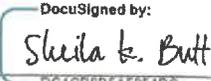
By: _____

County Mayor, Williamson County
Administrative Complex
1320 West Main Street, Suite 125
Franklin, TN 37064

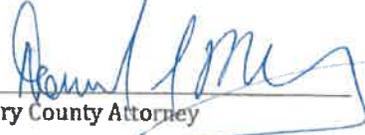
By: 

Williamson County Attorney

MAURY COUNTY

DocuSigned by:
By: 

County Mayor, Maury County
41 Public Square
Columbia, TN 38401

By: 

Maury County Attorney

Resolution No. 7-24-28
Requested by: Highway Department

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE TOWN OF NOLENSVILLE FOR THE PROVISION OF PERIODIC ROAD WORK AND MAINTENANCE TO MUNICIPAL ROADS

- WHEREAS,** both Williamson County (“County”) and the Town of Nolensville (“Town”) are governmental entities of the State of Tennessee and, as such, are authorized to enter into an interlocal agreement pursuant to *Tennessee Code Annotated, Section 12-9-101*, et. seq.; and
- WHEREAS,** Tennessee Code Annotated, Section 54-7-202 specifically authorizes incorporated cities to enter into agreements with counties for road work and road maintenance to the extent that the laws of such other states or the United States permit such joint contracts or agreements to furnish one another assistance with public roads; and
- WHEREAS,** Williamson County has periodically provided road work and maintenance to municipal roads within the Town’s jurisdiction conditioned on the Town reimbursing the County for its costs to conduct the work, including labor and materials; and
- WHEREAS,** the Town has requested the Williamson County Highway Department to continue to provide the periodic services dependent on the Highway Department’s available resources; and
- WHEREAS,** the parties have determined the interlocal agreement is beneficial to both parties and as such, authorize the Williamson County Mayor to execute the interlocal agreement and all other documents relating to the provision of periodic road work and maintenance assistance inside the Town’s jurisdiction:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 8th day of July, 2024, hereby approves the terms of the interlocal agreement and authorizes the Williamson County Mayor to execute the interlocal agreement and all other amendments, extensions, and documents with the Town of Nolensville to define the parties’ contractual obligations and responsibilities concerning the provision of periodic highway and road work maintenance inside the Town’s jurisdiction conditioned on the County being reimbursed for its costs and subject to the Highway Departments available resources.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Highway Commission	For _____	Against _____		
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

**INTERLOCAL AGREEMENT
BETWEEN WILLIAMSON COUNTY, TENNESSEE AND THE TOWN OF NOLENSVILLE, TENNESSEE
REGARDING PERIODIC ROAD WORK AND MAINTENANCE TO MUNICIPAL ROADS**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into by and between **WILLIAMSON COUNTY, TENNESSEE** (hereinafter called "County"), a political subdivision of the State of Tennessee located at 1320 West Main Street, Franklin, Tennessee 37064, on behalf of the Williamson County Highway Department (hereinafter called "Highway Department"), and the **TOWN OF NOLENSVILLE, TENNESSEE** (hereinafter called "Town") located at 7218 Nolensville Road, Nolensville, Tennessee 37135 to establish the terms and conditions regarding periodic assistance from the Highway Department as available for maintenance of municipal roads which are located within the established boundary of the Town (hereinafter referred to collectively as "municipal roads").

RECITALS

WHEREAS, Town has determined that it would be advantageous for it to periodically request assistance from the Highway Department for the maintenance of municipal roads located within the boundaries of the Town;

WHEREAS, pursuant to *Tennessee Code Annotated, Section 54-7-202*, the Highway Department is authorized to perform road work for other governmental entities if authorized by County's legislative body and if the cost for the work is reimbursed to the Highway Department;

WHEREAS, Town has agreed to reimburse the Highway Department for the cost of all projects so authorized to be reimbursed to the Highway Department; and

WHEREAS, County and Town have determined that it is beneficial to the citizens of County to establish terms defining the services and compensation concerning the maintenance of Town's roads:

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

- I. Purpose of Agreement.** The purpose of this Agreement is to set forth the obligations of the parties for the provision of road work and maintenance to municipal roads within the jurisdiction of the Town.
- II. Authority.** This Agreement is made and entered into pursuant to the authority granted by the parties under the *Interlocal Cooperation Act, Tennessee Code Annotated, Sections 12-9-101, et seq., and Section 54-7-202*. The parties agree that all approvals and filings required by the terms of said Act shall be achieved as soon as possible from and after the execution of this Agreement.
- III. Separate Entity.** This Agreement does not create a separate entity, nor shall it be interpreted as creating a separate entity under any circumstances.
- IV. Road Work.** County agrees to provide periodic road work and maintenance for any Town roads that are in the geographic area that is within the boundaries of Town at the discretion of the Williamson County Highway Superintendent ("Superintendent"). Before the Highway Department proceeds in the periodic road work and maintenance of any roads within the boundaries of Town, the Superintendent shall ensure that its employees, equipment, or materials are not needed for the maintenance, improvement, or construction of any County road before proceeding with Town's request.
- V. Division of Labor and Costs.** The precise scope of work under this Agreement cannot be determined; therefore, Town agrees to reimburse County for all direct costs relating to any road project which the Highway Department provides service. Town shall reimburse the Highway Department for the costs

of all aspects of conducting the road work and maintenance. Town shall make payment to the Highway Department no later than thirty (30) days after receipt of an invoice from the Highway Department. County shall provide Town with the total cost for a road once it is completed.

VI. Term & Termination.

A. *Initial Term.* The term of this Agreement will begin on the date this Agreement is signed by all required parties and delivered to the office of the County Mayor and shall expire on June 30, 2025.

B. *Extensions.* This Agreement may be extended for additional terms of one (1) year each. The option to extend this Agreement may be exercised only if both parties agree in writing to extend this Agreement. To be effective, any extensions to 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. In no event shall this Agreement exceed five (5) years.

C. *Termination for Convenience.* Any party may withdraw from this Agreement at any time and without cause upon providing the other party with a minimum of thirty (30) days' written notice. Should Town initiate termination for convenience, then Town shall reimburse the Highway Department for all costs associated with the provision of road work and maintenance including, but not limited to, labor, material, and equipment. The parties may agree to terminate this Agreement at any time.

D. *Termination for Funding.* Should funding for this Agreement be discontinued by either party's legislative body, said party shall have the right to terminate this Agreement immediately upon notice to the other party.

VII. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

VIII. General Provisions.

A. *Assignment.* The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Neither this Agreement nor any of the rights and obligations of the parties hereunder shall be assigned or transferred in whole or in part without the prior written consent to the non-assigning party. Any such assignment or transfer shall not release the assigning party of its obligations hereunder.

B. *Modification & Amendment.* This document constitutes the entire understanding of the parties. This Agreement may be modified only by written amendment executed by all parties and their signatories thereto.

C. *Force Majeure.* No party shall have any liability to any other party hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

D. *No Warranties.* County, as the entity performing the road work, states that it offers no warranties of any kind, express or implied, including, but not limited to, fitness for use.

E. *Assumption of Liability.* Each party shall be and remain liable for its actions as well as the actions of the respective party's employees, volunteers, agents, or officers. Nothing in this Agreement shall be construed to limit any party's governmental immunity.

F. *Compliance with Law.* Both parties agree to comply with any applicable federal, state, or local laws and regulations. Both parties agree not to 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, gender, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

G. *Notices.* Notices to County shall be sent to:

Attn: Office of the Williamson County Mayor
Address: 1320 West Main, Suite 125
Franklin, TN 37064

Notices to the Highway Department shall be sent to:

Attn: Superintendent Eddie Hood
Address: 302 Beasley Drive
Franklin, TN 37064

Notices to Town shall be sent to:

Office of the Town of Nolensville Mayor
Nolensville Town Hall
7218 Nolensville Rd.
Nolensville, TN 37135

H. *Partnership Joint Venture.* Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create a relationship of principal and agent between or among any of the parties. Neither party shall hold itself out in a manner contrary to the terms of this paragraph. Neither party shall become liable for any representation, act, or omission of the other party contrary to the terms of this paragraph.

I. *Waiver.* No waiver of any provision of this Agreement shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any default.

J. *Entire Agreement.* This Agreement sets forth the entire agreement between these two parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

K. *Severability.* Should any provision of this Agreement be declared invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of the Agreement.

L. *Required Approvals.* Each party shall be responsible for receiving all approvals from the appropriate governing bodies prior to executing this Agreement as well as future required approvals in a diligent manner.

M. *Maintenance of Records.* The books, records, and documents of the parties in so far as they relate to work performed or monies received under this Agreement shall be maintained for the period required by the Tennessee Open Records Act and may be audited by either party at its expense at any reasonable time and upon reasonable notice with generally accepted accounting principles.

N. *Effective Date.* This Agreement shall not be binding upon the parties until it has received the required legislative approvals and has first been signed by an authorized representative(s) of Town and then by the authorized representatives of County and has been filed in the office of the County Mayor. When it has been so signed and filed, this agreement shall be effective as of the date this Agreement is fully executed by all required parties.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by an authorized person effective as of the date and year written below.

WILLIAMSON COUNTY, TENNESSEE:

By: _____
Rogers Anderson, Williamson County Mayor

By: _____
Phoebe Reilly, Budget Director

By: _____
Eddie Hood, Highway Superintendent

Date: _____

APPROVED AS TO LEGALITY OF FORM AND
COMPOSITION:



Williamson County Attorney

TOWN OF NOLENSVILLE, TENNESSEE:

By: _____

Date: _____

APPROVED AS TO LEGALITY OF FORM AND
COMPOSITION:

Town of Nolensville Attorney

Resolution No. 7-24-29
Requested by: Highway Department

FILED 6/24/24
ENTERED 11:50 a.m.
JEFF WHIDBY, COUNTY CLERK JW

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE TOWN OF THOMPSON’S STATION FOR THE PROVISION OF PERIODIC ROAD WORK AND MAINTENANCE TO MUNICIPAL ROADS

- WHEREAS, both Williamson County (“County”) and the Town of Thompson’s Station (“Town”) are governmental entities of the State of Tennessee and, as such, are authorized to enter into an interlocal agreement pursuant to *Tennessee Code Annotated, Section 12-9-101, et. seq.*; and
- WHEREAS, Tennessee Code Annotated, Section 54-7-202 specifically authorizes incorporated cities to enter into agreements with counties for road work and road maintenance to the extent that the laws of such other states or the United States permit such joint contracts or agreements to furnish one another assistance with public roads; and
- WHEREAS, Williamson County has periodically provided road work and maintenance to municipal roads within the Town’s jurisdiction conditioned on the Town reimbursing the County for its costs to conduct the work, including labor and materials; and
- WHEREAS, the Town has requested the Williamson County Highway Department to continue to provide the periodic services dependent on the Highway Department’s available resources; and
- WHEREAS, the parties have determined the interlocal agreement is beneficial to both parties and as such, authorize the Williamson County Mayor to execute the interlocal agreement and all other documents relating to the provision of periodic road work and maintenance assistance inside the Town’s jurisdiction:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 8th day of July, 2024, hereby approves the terms of the interlocal agreement and authorizes the Williamson County Mayor to execute the interlocal agreement and all other amendments, extensions, and documents with the Town of Thompson’s Station to define the parties’ contractual obligations and responsibilities concerning the provision of periodic highway and road work maintenance inside the Town’s jurisdiction conditioned on the County being reimbursed for its costs and subject to the Highway Departments available resources.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Highway Commission	For _____	Against _____		
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

**INTERLOCAL AGREEMENT
BETWEEN WILLIAMSON COUNTY, TENNESSEE AND THE TOWN OF THOMPSON' STATION, TENNESSEE
REGARDING PERIODIC ROAD WORK AND MAINTENANCE TO MUNICIPAL ROADS**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into by and between **WILLIAMSON COUNTY, TENNESSEE** (hereinafter called "County"), a political subdivision of the State of Tennessee located at 1320 West Main Street, Franklin, Tennessee 37064, on behalf of the Williamson County Highway Department (hereinafter called "Highway Department"), and the **TOWN OF THOMPSON'S STATION, TENNESSEE** (hereinafter called "Town") located at 1110 Fountain View Blvd., Thompson's Station, Tennessee 37179 to establish the terms and conditions regarding periodic assistance from the Highway Department, as available, for maintenance of municipal roads which are located within the established boundary of the Town (hereinafter referred to collectively as "municipal roads").

RECITALS

WHEREAS, Town has determined that it would be advantageous for it to periodically request assistance from the Highway Department for the maintenance of municipal roads located within the boundaries of the Town;

WHEREAS, pursuant to *Tennessee Code Annotated, Section 54-7-202*, the Highway Department is authorized to perform road work for other governmental entities if authorized by County's legislative body and if the cost for the work is reimbursed to the Highway Department;

WHEREAS, Town has agreed to reimburse the Highway Department for the cost of all road projects so authorized to be reimbursed to the Highway Department; and

WHEREAS, County and Town have determined that it is beneficial to the citizens of County to establish terms defining the services and reimbursement of costs concerning the maintenance of Town's roads:

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

- I. **Purpose of Agreement.** The purpose of this Agreement is to set forth the obligations of the parties for the periodic provision of road work and maintenance to municipal roads within the jurisdiction of the Town.
- II. **Authority.** This Agreement is made and entered into pursuant to the authority granted by the parties under the *Interlocal Cooperation Act, Tennessee Code Annotated, Sections 12-9-101, et seq., and Section 54-7-202*. The parties agree that all approvals and filings required by the terms of said Act shall be achieved as soon as possible from and after the execution of this Agreement.
- III. **Separate Entity.** This Agreement does not create a separate entity, nor shall it be interpreted as creating a separate entity under any circumstances.
- IV. **Road Work.** County agrees to provide periodic road work and maintenance for any Town roads that are in the geographic area that is within the boundaries of Town at the discretion of the Williamson County Highway Superintendent ("Superintendent"). Before the Highway Department proceeds in the periodic road work and maintenance of any roads within the boundaries of Town, the Superintendent shall ensure that its employees, equipment, or materials are not needed for the maintenance, improvement, or construction of any County road before proceeding with Town's request.
- V. **Division of Labor and Costs.** The precise scope of work under this Agreement cannot be determined; therefore, Town agrees to reimburse County for all direct costs relating to any road project which the

Highway Department provides service. Town shall reimburse the Highway Department for the costs of all aspects of conducting the road work and maintenance. Town shall make payment to the Highway Department no later than thirty (30) days after receipt of an invoice from the Highway Department. County shall provide Town with the total cost for any road project once it is completed.

VI. Term & Termination.

A. *Initial Term.* The term of this Agreement will begin on the date this Agreement is signed by all required parties and delivered to the office of the County Mayor and shall expire on June 30, 2025.

B. *Extensions.* This Agreement may be extended for additional terms of one (1) year each. The option to extend this Agreement may be exercised only if both parties agree in writing to extend this Agreement. To be effective, any extensions to 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. In no event shall this Agreement exceed five (5) years.

C. *Termination for Convenience.* Any party may withdraw from this Agreement at any time and without cause upon providing the other party with a minimum of thirty (30) days' written notice. Should Town initiate termination for convenience, then Town shall reimburse the Highway Department for all costs associated with the provision of road work and maintenance including, but not limited to, labor, material, and equipment. The parties may agree to terminate this Agreement at any time.

D. *Termination for Funding.* Should funding for this Agreement be discontinued by either party's legislative body, said party shall have the right to terminate this Agreement immediately upon notice to the other party.

VII. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

VIII. General Provisions.

A. *Assignment.* The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Neither this Agreement nor any of the rights and obligations of the parties hereunder shall be assigned or transferred in whole or in part without the prior written consent to the non-assigning party. Any such assignment or transfer shall not release the assigning party of its obligations hereunder.

B. *Modification & Amendment.* This document constitutes the entire understanding of the parties. This Agreement may be modified only by written amendment executed by all parties and their signatories thereto.

C. *Force Majeure.* No party shall have any liability to any other party hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

D. *No Warranties.* County, as the entity performing the roadwork, states that it offers no warranties of any kind, express or implied, including, but not limited to, fitness for use.

E. *Assumption of Liability.* Each party shall be and remain liable for its actions as well as the actions of the respective party's employees, volunteers, agents, or officers. Nothing in this Agreement shall be construed to limit any party's governmental immunity.

F. *Compliance with Law.* Both parties agree to comply with any applicable federal, state, or local laws and regulations. Both parties agree not to 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, gender, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

G. *Notices.* Notices to County shall be sent to:

Attn: Office of the Williamson County Mayor
Address: 1320 West Main, Suite 125
Franklin, TN 37064

Notices to the Highway Department shall be sent to:

Attn: Superintendent Eddie Hood
Address: 302 Beasley Drive
Franklin, TN 37064

Notices to Town shall be sent to:

Attn: Office of the Town of Thompson's Station
Address: Thompson's Station Town Hall
1110 Fountain View Blvd.
Thompson's Station, TN 37179

H. *Partnership Joint Venture.* Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create a relationship of principal and agent between or among any of the parties. Neither party shall hold itself out in a manner contrary to the terms of this paragraph. Neither party shall become liable for any representation, act, or omission of the other party contrary to the terms of this paragraph.

I. *Waiver.* No waiver of any provision of this Agreement shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any default.

J. *Entire Agreement.* This Agreement sets forth the entire agreement between these two parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

K. *Severability.* Should any provision of this Agreement be declared invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of the Agreement.

L. *Required Approvals.* Each party shall be responsible for receiving all approvals from the appropriate governing bodies prior to executing this Agreement as well as future required approvals in a diligent manner.

M. *Maintenance of Records.* The books, records, and documents of the parties in so far as they relate to work performed or monies received under this Agreement shall be maintained for the period required by the Tennessee Open Records Act and may be audited by either party at its expense at any reasonable time and upon reasonable notice with generally accepted accounting principles.

N. *Effective Date.* This Agreement shall not be binding upon the parties until it has received the required legislative approvals and has first been signed by an authorized representative(s) of Town and then by the authorized representatives of County and has been filed in the office of the County Mayor. When it has been so signed and filed, this agreement shall be effective as of the date this Agreement is fully executed by all required parties.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by an authorized person effective as of the date and year written below.

WILLIAMSON COUNTY, TENNESSEE:

TOWN OF THOMPSON'S STATION, TENNESSEE:

By: _____
Rogers Anderson, Williamson County Mayor

By: _____

By: _____
Phoebe Reilly, Budget Director

Date: _____

By: _____
Eddie Hood, Highway Superintendent

Date: _____

APPROVED AS TO LEGALITY OF FORM AND COMPOSITION:

APPROVED AS TO LEGALITY OF FORM AND COMPOSITION:



Williamson County Attorney

Town of Thompson's Station Attorney

Resolution No. 7-24-30
Requested by: County Clerk's Office

**RESOLUTION TO AUTHORIZE THE WILLIAMSON COUNTY CLERK'S OFFICE TO
WRITE OFF THE ATTACHED LIST OF CHECKS**

- WHEREAS,** the Williamson County Clerk's Office collects fees and other costs for a number of different services authorized by the Tennessee Code Annotated; and
- WHEREAS,** the County Clerk's Office has made all reasonable efforts to collect the debts; and
- WHEREAS,** after several attempts, it appears clear that the debts are uncollectable; and
- WHEREAS,** the Tennessee Comptroller's Office has opined that local legislative bodies are required to take an affirmative action to remove uncollectable debt from the County Clerk's records:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners meeting on this the 8th day of July, 2024, by a majority vote, authorize the Williamson County Clerk's Office to write-off the attached list of bad checks as uncollectable debt.



County Commissioner

COMMITTEE REFERRED TO AND ACTION TAKEN:

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

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers Anderson, County Mayor

Date



WILLIAMSON COUNTY

Jeff Whidby
County Clerk
P.O. Box 624
Franklin, TN 37065-0624

Name	Date Returned	Amount of check
Kevin Gentile	2/3/2021	\$11.00
Triout Fitness LLLC	5/11/2021	\$15.00
Debi Fletcher	7/19/2021	\$145.50
Misty Rush	9/2/2021	\$54.75
Felipe DeJesus Galvan Llamas	10/26/2021	\$54.75
Sonia Adams Osborne	2/2/2022	\$65.75
JCPA LLC	2/8/2022	\$51.00
Dianne Ford	3/18/2022	\$54.75
H&H Automotive LLC	4/4/2022	\$11.00
James A. Robison	4/22/2022	\$434.75
Rita/Wesley Oakley	6/2/2022	\$109.50
Pamela Riddle	7/7/2022	\$54.75
Dana C Harris	7/21/2022	\$51.50
Navan Global LLC	8/29/2022	\$2,007.50
Healthcare Enhancement Systems LLC	10/10/2022	\$103.00
Maragret Luttrell	11/4/2022	\$67.00
Felipe DeJesus Galvan Llamas	12/16/2022	\$181.00
Total		\$3,472.50

Returned checks 3-8-21 through 12-30-2022

**A RESOLUTION AUTHORIZING WILLIAMSON COUNTY TO JOIN THE STATE OF
TENNESSEE AND OTHER LOCAL GOVERNMENTS IN AMENDING THE TENNESSEE STATE-
SUBDIVISION OPIOID ABATEMENT AGREEMENT AND APPROVING
THE RELATED SETTLEMENT AGREEMENTS**

- WHEREAS,** the opioid epidemic continues to impact communities in the State of Tennessee, and Williamson County, Tennessee;
- WHEREAS,** Williamson County has suffered harm from the opioid epidemic and will continue to suffer as a result of the ongoing opioid abuse; and
- WHEREAS,** Williamson County, along with other Tennessee counties have filed federal lawsuits against distributors, manufacturers, and retailers of opioid medications and those lawsuits are pending in the litigation captioned In re: National Prescription Opiate Litigation, MDL No. 2804 (N.D. Ohio) (the MDL case is referred to as the “Opioid Litigation”); and
- WHEREAS,** Williamson County has previously joined settlements with multiple pharmaceutical distributors, manufacturers, and retail pharmacies; and
- WHEREAS,** Kroger Co., a retail pharmacy and grocery chain, has proposed a settlement that Williamson County finds acceptable and in the best interest of the community; and
- WHEREAS,** the Tennessee legislature enacted Public Chapter No. 491 during the 2021 Regular Session of the 112th Tennessee General Assembly and was signed into law by Governor Bill Lee on May 24, 2021, which addresses the allocation of funds from certain opioid litigation settlements; and
- WHEREAS,** the Tennessee legislature enacted Public Chapter No. 568 during the 2024 Regular Session of the 113th Tennessee General Assembly and was signed into law by Governor Bill Lee on March 15, 2024, which would apply the statutory provisions passed in 2021 to the new settlement with Kroger Co., if it becomes effective; and
- WHEREAS,** the State of Tennessee, non-litigating counties, and representatives of various local governments involved in the Opioid Litigation have adopted a unified plan for the allocation and use of certain prospective settlement and bankruptcy funds from opioid-related litigation (“Settlement Funds”); and
- WHEREAS,** the Tennessee State-Subdivision Opioid Abatement Agreement (the “Tennessee Plan”), attached hereto as “Exhibit A,” sets forth the framework of a unified plan for the proposed allocation and use of the Settlement Funds; and
- WHEREAS,** amendments to the Tennessee Plan, attached hereto as “Exhibit B,” would extend its terms to the proposed Kroger Co. settlement and would clarify some language concerning the allocation of certain Settlement Funds; and
- WHEREAS,** participation in the settlement by a large majority of Tennessee cities and counties will materially increase the amount of settlement funds that Tennessee will receive from the pending proposed opioid settlement;
- NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners, meeting in regular session this the 8th day of July, 2024, finds that the amendments to the Tennessee Plan are in the interest of Williamson County and its citizens, hereby expresses its support for the amendment of the Tennessee Plan, and that such a plan would ensure that Settlement Funds would serve to abate and seek to resolve the impacts of the opioid epidemic; and
- BE IT FURTHER RESOLVED,** that Williamson County hereby expresses its support for a unified plan for the allocation and use of Settlement Funds as generally described in the Tennessee Plan.
- BE IT FURTHER RESOLVED,** that the County Mayor is hereby expressly authorized to execute the amendments to the Tennessee Plan in substantially the form attached as “Exhibit B” and that the County Mayor is hereby authorized to execute any formal agreements and related documents implementing a unified plan for the allocation and use of opioid litigation settlement proceeds that is substantially consistent with the Tennessee Plan and this Resolution.

BE IT FURTHER RESOLVED, that the County Mayor is hereby authorized to execute any formal agreement and related documents evidencing Williamson County's agreement to the settlement of claims and litigation specifically related to **Kroger Co.**, and any other settlement of opioid-related claims that Tennessee has joined.

BE IT FURTHER RESOLVED, that the County Mayor is authorized to take such other action as necessary and appropriate to effectuate Williamson County's participation in the Tennessee Plan and this settlement.

AND BE IT FURTHER RESOLVED, that this Resolution is effective upon adoption, the welfare of Williamson County, Tennessee requiring it.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Opioid Task Force	For <u>5</u>	Against <u>0</u>		
Public Health Committee	For <u> </u>	Against <u> </u>		
Budget Committee	For <u>5</u>	Against <u>0</u>		
Commission Action Taken:	For <u> </u>	Against <u> </u>	Pass <u> </u>	Out <u> </u>

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

Tennessee State-Subdivision Opioid Abatement Agreement

I. Definitions

For all sections of this Agreement, the definitions for terms set out in this Section I apply. The Agreement also uses additional terms that are defined in the Distributor/J&J Settlements and other agreements. In such instances, which are clearly stated, those terms are defined by those agreements.

A. “2021 Legislation.” Public Chapter No. 491 passed during the 2021 Regular Session of the 112th Tennessee General Assembly and signed into law by Governor Bill Lee on May 24, 2021. For ease of reference purposes only, a copy of Public Chapter No. 491 is attached.

B. “Agreement.” This document, the Tennessee State-Subdivision Opioid Abatement Agreement, a “state-subdivision opioid abatement agreement” as defined in the 2021 Legislation, Section 5(7) and Section 13(6). This Agreement is also a “State-Subdivision Agreement” as defined in the Distributor/J&J Settlement Agreements and a “Statewide Abatement Agreement” as defined in the Purdue Pharma L.P. and Mallinckrodt PLC bankruptcy plans.

C. “Distributor/J&J Settlements.” The settlements consisting of the joint settlement agreement with distributors McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation and their subsidiaries and other related entities and the settlement agreement with manufacturer Johnson & Johnson, its Janssen subsidiaries and other subsidiaries and related entities. Both settlements qualify as Statewide Opioid Settlement Agreements.

D. “Joint Abatement Bankruptcy Plan.” A plan confirmed in federal bankruptcy court under Title 11 of the United States Code that resolves state and subdivision claims related to the manufacture, marketing, distribution, dispensing, or sale of opioids in a manner that allocates funds for abatement jointly to the state and its subdivisions. The plans in the Purdue Pharma L.P. and Mallinckrodt PLC bankruptcy cases are examples of Joint Abatement Bankruptcy Plans.

E. “Opioid Abatement Council.” The council created by the 2021 Legislation, Sections 3-9.

F. “Relevant Funds.” Funds that, pursuant to a Joint Abatement Bankruptcy Plan, are allocated to the State for the claims of the State and its Subdivisions and that must be dedicated to opioid abatement programs.

G. “State.” The State of Tennessee.

H. “State-Only Opioid Settlement Agreement.” A settlement agreement entered into by the State and one or more entities involved in activities related to the manufacture, marketing, distribution, dispensing, or sale of opioids in which there are not provisions for Subdivision joinder.

I. “State Opioid Judgment.” A judgment obtained by the State against one or more entities involved in activities related to the manufacture, marketing, distribution, dispensing, or sale of opioids.

J. “Statewide Opioid Settlement Agreement.” A settlement agreement entered into by the State and one or more entities involved in activities related to the manufacture, marketing, distribution, dispensing, or sale of opioids in which subdivision claims are addressed.

K. “Statutory Bar.” A law barring all subdivisions (not limited to counties and municipalities) in the state from maintaining released claims against released entities, either through a direct bar or through a grant of authority to release claims. The 2021 Legislation, Sections 10-19 establishes a grant of authority process for a statutory bar to be enacted for the entities addressed in the Distributor/J&J Settlements.

L. “Subdivision.” A Tennessee county or municipality.

M. “Subdivision-Only Opioid Settlement Agreement” A settlement agreement between one or more Subdivisions and one or more entities involved in activities related to the manufacture, marketing, distribution, dispensing, or sale of opioids that does not include the State as a party.

N. “Subdivision Opioid Judgment.” A judgment obtained by one or more Subdivisions against one or more entities involved in activities related to the manufacture, marketing, distribution, dispensing, or sale of opioids.

O. “Tennessee Opioid Abatement Fund.” The opioid abatement trust fund established by the 2021 Legislation, Sections 1-2.

II. Interaction of this Agreement with Settlements, Bankruptcy Plans and Legislation

This Agreement replaces certain default provisions in specified State Opioid Settlement Agreements and Joint Abatement Bankruptcy Plans. Certain default provisions are also replaced by the 2021 Legislation and consent judgments will be filed for State Opioid Settlement Agreements. Thus, there will be multiple sources of authority for the application of each settlement agreement or bankruptcy plan. While parts of the 2021 Legislation are described in this Agreement, such descriptions do not supersede the statutory language, which is controlling.

III. Allocation of Funds in the Distributor/J&J Settlements

The Distributor/J&J Settlements allow for payment and allocation default provisions to be replaced by state-subdivision agreements, by statute, and other means. As referenced below, the 2021 Legislation addressed some of the default provisions in these settlements. This Agreement makes a few additional changes to the default provisions. As described below, some default provisions remain in place.

A. Allocation among three sub-funds. The Distributor/J&J Settlements initially allocate the vast majority of settlement funds among three sub-funds for each state: the “State Fund,” the “Abatement Accounts Fund,” and the “Subdivision Fund.”¹ Subject to the terms of the specific settlement agreements and assuming full subdivision participation and maximum payments, allocation among the three Tennessee sub-funds shall remain the same as with the default provision: 15% to the State Fund, 70% to the Abatement Accounts Fund, and 15% to the Subdivision Fund.

B. Use of funds. The Distributor/J&J Settlements have provisions concerning the use of funds and those are controlling.² Generally they require that money from all three sub-funds be used for “Opioid Remediation” as that term is defined in those agreements. Such definitions include restitution for past abatement within the definition of remediation.

C. State Fund. The 15% State Fund shall be directed to the State’s general fund unless directed to the Tennessee Opioid Abatement Fund by future legislation.

D. Abatement Accounts Fund.

1. The 70% Abatement Accounts Fund shall be directed to the Tennessee Opioid Abatement Fund.

2. The 2021 Legislation fully replaces the default provisions for the Abatement Accounts Fund.³ Among the legislative provisions is the requirement that for the Distributor/J&J Settlements funds deposited into the Tennessee Opioid Abatement Fund, the Opioid Abatement Council shall disburse 35% of these proceeds to counties that join the settlements to be spent on opioid abatement and remediation pursuant to Subsections 6(q)-(s). 2021 Legislation Section 6(p).

3. The 2021 Legislation allows for a state-subdivision agreement to determine the metrics used in allocating certain funds among participating counties. 2021 Legislation, Section (6)(q). It is agreed that the allocation formula shall use data for fatal and non-fatal opioid overdoses, opioid sales measured by morphine milligram equivalents, and population. Details and agreed terms regarding the metrics, the updating of allocation percentages, and the initial allocation percentages for each county is set out in Exhibit A.

E. Subdivision Fund.

1. The 15% Subdivision Fund shall generally be directed to the Subdivisions participating in the Distributor/J&J Settlements pursuant to the default provisions of those agreements, including the allocation of funds for non-litigating municipalities with populations under 10,000 to their respective counties.

¹ “State Fund,” Abatement Accounts Fund,” and “Subdivision Fund” are all defined terms in the Distributor/J&J Settlement agreements. They are sub-funds of the settlements’ “Settlement Fund” into which the companies make base and incentive payments pursuant to the settlement agreements.

² Some examples are distributor agreement Subsections V.B.1-2 and J&J agreement Subsections VI.B. 1-2.

³ These are mainly found in distributor agreement Section V.E and J&J agreement Section VI.E.

2. The default provisions are adjusted for non-litigating municipalities in participating counties that both (1) have populations of 10,000 to 30,000 per the 2019 U.S. Census estimate and (2) have a Subdivision Fund allocation percentage less than 0.5%.⁴ The allocations for such municipalities shall be directed to their respective counties if the county is a participating subdivision. (If the county is not a participating subdivision, the funds are not redirected to the county.) The reallocation for such municipalities located in multiple counties will be divided among those counties pursuant to the data used in Exhibit G of the Distributor/J&J Settlements. These redirected funds to certain counties shall be spent on future opioid abatement and shall be subject to the same statutory requirements as the Abatement Accounts Fund money the county receives from the Tennessee Opioid Abatement Fund. These redirected funds to certain counties are in addition to the funds allocated to participating counties pursuant to 2021 Legislation Section 6(p) and should not be included in calculating or disbursing the 35% amount allocated to participating counties. Such redirected funds should also not be viewed as an additional recovery by the county for purposes of calculating any contingency fees agreements.

F. Attorneys' fees and costs. The Distributor/J&J Settlements have provisions for funds dedicated to or related to attorneys' fees, costs, and/or expenses. There are also funds for states without outside counsel, identified as "Additional Restitution Funds." Such funds shall be allocated pursuant to such agreements and are not addressed by this Agreement.

IV. Allocation of Funds for other Statewide Opioid Settlement Agreements

A. Application to future settlements. To the extent allowed by such agreement and subject to IV.B.2 of this Agreement, the provisions in Section III above shall replace default provisions in, and apply to, any future Statewide Opioid Settlement Agreement in which Tennessee counties and municipalities are able to join and receive benefits, either directly or indirectly, in exchange for a release of claims.⁵ Not all municipalities need to be eligible to join such a settlement for the provisions of this Section IV to apply. Indirect benefits include funds being allocated to counties and/or the Tennessee Opioid Abatement Fund.

B. Exceptions. The application of Section IV.A. is limited, as follows:

1. The directing of 35% of Abatement Funds to the counties pursuant to the 2021 Legislation Section 6(p) shall not apply to any Statewide Opioid Settlement Agreement that includes an incentive or other benefit for a Statutory Bar unless (a) Section 19 of the 2021 Legislation is amended to specifically allow a Statewide Opioid Settlement Agreement release for the settling entity or entities or (b) another statute that qualifies as a Statutory Bar for such settlement is enacted. Should such settlement become effective prior

⁴ For the avoidance of doubt, a non-litigating municipality with a population between 10,000 and 30,000 that has a Subdivision Fund allocation percentage of 0.5% or greater is not affected by this subsection and receives its direct allocation from the Subdivision Fund.

⁵ For the avoidance of doubt, the Section III provisions include the 15%/70%/15% allocation of settlement funds among the three sub-funds.

to the enactment of a Statutory Bar addressing claims against the settling entity or entities, 35% of the funds directed to the Tennessee Opioid Abatement Fund shall be withheld and not allocated until the earlier of (1) the enactment of such a Statutory Bar or (2) a full regular session of the Tennessee General Assembly has occurred.

2. Section IV.A shall not apply to any Statewide Opioid Settlement Agreement unless the application of this Agreement to such settlement is approved by a majority of (a) counties and (b) municipalities having a population over 30,000 after such settlement is negotiated and provided to such subdivisions. Whether there is majority approval shall be measured by population of the relevant subdivisions. Population figures shall be from the most recently published U.S. Census population figures (actual count or estimate) for a year for which data is available for both counties and municipalities.

3. Section IV.A shall not apply to any Statewide Opioid Settlement Agreement with Endo International plc. or its subsidiaries.

C. Statutory provisions. The language in this section does not address or control whether any default provisions in a Statewide Opioid Settlement Agreement are replaced by the 2021 Legislation or any other statutory provision if Section IV.A does not apply to such settlement.

V. Allocation of Funds for Opioid-Related Claims in Joint Abatement Bankruptcy Plans

A. Relevant Funds. Multiple opioid manufacturers have filed for bankruptcy in actions for which the State and many Subdivisions are creditors for opioid-related claims. These companies include Purdue and Mallinckrodt. It is anticipated that other entities involved in activities related to the manufacture, marketing, distribution, dispensing, or sale of opioids may also file for bankruptcy and that the State and one or more Subdivisions will pursue opioid-related claims in those actions. Funds allocated to the State and Subdivisions for such claims shall be disbursed pursuant to the confirmed bankruptcy plan for the relevant entity, including requirements for funds to be used for future abatement. It is anticipated that one or more of such plans shall include the allocation of Relevant Funds that must be dedicated to opioid abatement programs. All Relevant Funds shall be placed in the Tennessee Opioid Abatement Fund and allocated pursuant to Sections V.B. Relevant Funds do not include funds disbursed through bankruptcy plans that are not restricted to abatement or that are disbursed for claims that are unrelated to the opioid crisis.

B. Allocation of Relevant Funds. To the extent permissible under the subject bankruptcy plan, Relevant Funds from Joint Abatement Bankruptcy Plans shall be allocated in the same manner as the Abatement Account Funds from the Distributor/J&J Settlements are disbursed under Section III.D and the 2021 Legislation. Thus, the Opioid Abatement Council shall disburse 35% of the proceeds from such bankruptcy plans to the counties subject to 2021 Legislation

Subsections 6(q)-(s). All default provisions related to Relevant Funds in such bankruptcy plans are replaced by this Agreement.⁶

C. Exception. Section V shall not apply to any bankruptcy plan for Endo International plc. or its subsidiaries.

D. Statutory provisions. The language in this section does not address or control whether any default provisions in a Joint Abatement Bankruptcy Plan are replaced by the 2021 Legislation or any other statutory provision if Sections V.A-B do not apply to such bankruptcy plans.

VI. No Application to Other Funds

A. State-Only Opioid Settlement Agreements and State Opioid Judgments. The Attorney General may direct funds from a State-Only Opioid Settlement Agreement or a State Opioid Judgment to the Tennessee Opioid Abatement Fund. Subject to the terms of specific agreements and any conditions placed on the funds prior to their being placed in the Tennessee Opioid Abatement Fund, the funds shall be allocated by the Opioid Abatement Council pursuant to the 2021 Legislation. The allocation and other provisions in this Agreement that apply to certain Statewide Opioid Settlement Agreements and to certain funds from Joint Abatement Bankruptcy Plans do not apply to funds from State-Only Opioid Settlement Agreements or State Opioid Judgments.

B. Subdivision-Only Settlement Agreements and Subdivision Judgments. The allocation and other provisions in this Agreement that apply to certain Statewide Opioid Settlement Agreements and to certain funds from Joint Abatement Bankruptcy Plans do not apply to funds from Subdivision-Only Opioid Settlement Agreements or Subdivision Opioid Judgments.

VII. Adoption and Amendment of Agreement

A. Controlling Authority. For this Agreement to replace default provisions in the Distributor/J&J Settlements, it must be adopted by statute or approved by the State and a sufficient number of Subdivisions as set forth in Exhibit O of those settlements. For this Agreement to replace default provisions in the Purdue and other bankruptcy plans, it is anticipated that it will need to be approved by the State and a sufficient number of Subdivisions as set forth in the specific bankruptcy plans. There are similar requirements for amending state-subdivision agreements such as this Agreement. It is understood that the approval process and participation requirements set out in this Section VII meet the requirements of these settlement agreements and anticipated bankruptcy plans. For any settlement agreement or bankruptcy plan that allows for a state-subdivision agreement to determine the requirements for amendment of a state-subdivision

⁶ For example, the provisions related to the default “Government Participation Mechanism” in the Purdue bankruptcy plan are not applicable with the adoption of this Agreement (which incorporates the Opioid Abatement Council).

agreement, the approval process and participation requirements set out in this Section VII for an amended agreement shall control. Similarly, if this Agreement is adopted by statute, the approval process and participation requirements set out in this Section VII for an amended agreement shall control.

B. Adoption of Agreement. This Agreement is adopted if it is approved by the Attorney General, on behalf of the State, and either (1) Subdivisions whose aggregate “Population Percentages,” determined as set forth below, total more than 60%, or (2) Subdivisions whose aggregate Population Percentages total more than 50%, provided that these Subdivisions also represent 15% or more of the counties, by number.

C. Population Percentage Calculation. Population Percentages shall be determined as follows: The Population Percentage of each county shall be deemed to be equal to (1) (a) 200% of the population of such county minus (b) the aggregate population of all Primary Municipalities located in such county, divided by (2) 200% of the state’s population. A Primary Municipality means a municipality with a population of at least 25,000. The Population Percentage of each Primary Municipality shall be equal to its population divided by 200% of the state’s population. (The result of these calculations is that every person is counted twice: everyone in a Primary Municipality is counted once for that municipality; everyone is counted at least once for their county; and those not in a Primary Municipality are counted a second time for their county.) Except as required by a specific settlement agreement or bankruptcy plan, the population figures for these calculations shall be the 2020 U.S. Census counts for the initial adoption of the Agreement and, for adoption of an amended agreement, the most recently published U.S. Census population figures (actual count or estimate) for a year for which data is available for both counties and municipalities.

D. Amendment of Agreement. This Agreement may be amended if that amended agreement is approved by the Attorney General, on behalf of the State, and either (1) Subdivisions whose aggregate Population Percentages, determined as set forth above, total more than 60%, or (2) Subdivisions whose aggregate Population Percentages total more than 50% provided that these Subdivisions also represent 15% or more of the counties, by number.

VIII. Effect of Agreement

Nothing in this Agreement is intended to abridge or enlarge the authority of the Attorney General, the State, or the subdivisions, except as expressly stated herein.

Exhibit A: County Allocation for Opioid Abatement Fund

Certain abatement funds are allocated by county pursuant to the 2021 Legislation and/or the provisions of this Agreement. The allocations shall be set consistent with the 2021 Legislation and as set forth below.

A. County Allocation Data. The following data shall be used in the county allocation calculations:

1. Fatal opioid overdose data collected by the Tennessee Department of Health. The aggregate figures for the most recent three years of available data shall be used when allocation calculations are performed.

2. Non-fatal opioid overdose data collected by the Tennessee Department of Health. The aggregate figures for the most recent three years of available data shall be used when allocation calculations are performed.

3. Opioid sales as measured by morphine milligram equivalents (“MME”). The aggregate figures for the most recent three years of available data shall be used when allocation calculations are performed.

4. County population. The 2020 U.S. Census counts will be used for the initial allocations. For future allocation calculations, the most recent population estimate or actual count data published by the U.S. Census shall be used.

B. Weighting of Data. In calculating the county allocation percentages, the data shall be weighted as follows:

1. Fatal opioid overdose data shall be weighted at 12.5%.

2. Non-fatal opioid overdose data shall be weighted at 12.5%.

3. Opioid sales as measured by MME shall be weighted at 25%.

4. Population shall be weighted at 50%.

C. Updating of Allocations. The county allocations shall be updated pursuant to statute. The 2021 Legislation requires updating every four years and addresses what happens if a data set used in the initial allocations is unavailable.

D. Allocation Process. The State shall make the initial data and allocable share calculations available to the counties to review for 30 days in order to identify and correct any mathematical or data entry errors. The Opioid Abatement Council will allow for similar review for future reallocations.

E. Holdback Share. It is recognized that, particularly for some very small counties, there could be limits on the ability of the data to capture the scope of the opioid crisis in the county. For example, a large segment of a county’s population may fill prescriptions in a neighboring county, resulting in MME data that dramatically underrepresents the level of opioids prescribed to the residents of the county. To address limited situations such as this, 2% of the abatement funds

allocated to counties shall be initially held back until the Opioid Abatement Council can consider county requests for adjustments to their allocation percentages due to such data issues. However, such requests will only be granted when there is a finding that the data limitations substantially affected the county's overall allocation. The Council may only adjust allocation percentages upwards through the use of the 2% holdback fund and may find that no adjustments are needed. Any portion of the 2% holdback fund not used to adjust county allocations pursuant to this process will be released to the counties pursuant to their allocations, including any adjusted allocation percentages.

F. Initial County Allocation Percentages.

[TABLE TO BE INSERTED ONCE UPDATED DATA AVAILABLE]

Tennessee Opioid Abatement Fund
Initial County Allocation Percentages

Posted 11/5/21

County	Allocation without 2% holdback	Allocation with 2% holdback
Anderson	1.35%	1.33%
Bedford	0.71%	0.70%
Benton	0.26%	0.25%
Bledsoe	0.22%	0.22%
Blount	2.05%	2.01%
Bradley	1.46%	1.44%
Campbell	0.75%	0.73%
Cannon	0.28%	0.28%
Carroll	0.38%	0.38%
Carter	0.81%	0.80%
Cheatham	0.92%	0.91%
Chester	0.22%	0.21%
Claiborne	0.54%	0.53%
Clay	0.14%	0.14%
Cocke	0.65%	0.63%
Coffee	0.93%	0.91%
Crockett	0.17%	0.16%
Cumberland	0.94%	0.92%
Davidson	10.90%	10.68%
Decatur	0.18%	0.17%
DeKalb	0.38%	0.37%
Dickson	0.97%	0.95%
Dyer	0.48%	0.47%
Fayette	0.52%	0.51%
Fentress	0.37%	0.36%
Franklin	0.62%	0.60%
Gibson	0.64%	0.63%
Giles	0.45%	0.44%
Grainger	0.36%	0.35%
Greene	1.06%	1.04%
Grundy	0.27%	0.26%
Hamblen	0.93%	0.91%
Hamilton	4.79%	4.69%
Hancock	0.11%	0.11%
Hardeman	0.33%	0.33%
Hardin	0.43%	0.42%
Hawkins	0.92%	0.90%
Haywood	0.20%	0.19%

Tennessee Opioid Abatement Fund
Initial County Allocation Percentages

Posted 11/5/21

Henderson	0.39%	0.38%
Henry	0.47%	0.46%
Hickman	0.48%	0.47%
Houston	0.16%	0.15%
Humphreys	0.29%	0.28%
Jackson	0.22%	0.22%
Jefferson	0.77%	0.76%
Johnson	0.22%	0.22%
Knox	8.00%	7.84%
Lake	0.11%	0.11%
Lauderdale	0.32%	0.32%
Lawrence	0.67%	0.66%
Lewis	0.21%	0.21%
Lincoln	0.48%	0.47%
Loudon	0.78%	0.76%
Macon	0.37%	0.37%
Madison	1.17%	1.15%
Marion	0.46%	0.45%
Marshall	0.54%	0.52%
Maury	1.38%	1.35%
McMinn	0.82%	0.80%
McNairy	0.35%	0.34%
Meigs	0.19%	0.19%
Monroe	0.68%	0.66%
Montgomery	3.12%	3.06%
Moore	0.10%	0.09%
Morgan	0.39%	0.38%
Obion	0.43%	0.42%
Overton	0.38%	0.37%
Perry	0.14%	0.14%
Pickett	0.08%	0.08%
Polk	0.25%	0.24%
Putnam	1.12%	1.09%
Rhea	0.51%	0.50%
Roane	0.97%	0.95%
Robertson	1.21%	1.19%
Rutherford	4.82%	4.72%
Scott	0.34%	0.33%
Sequatchie	0.25%	0.24%
Sevier	1.58%	1.55%
Shelby	11.39%	11.16%
Smith	0.35%	0.34%
Stewart	0.26%	0.25%

Tennessee Opioid Abatement Fund
Initial County Allocation Percentages

Posted 11/5/21

Sullivan	2.34%	2.30%
Sumner	2.87%	2.81%
Tipton	0.85%	0.83%
Trousdale	0.20%	0.20%
Unicoi	0.29%	0.29%
Union	0.33%	0.33%
Van Buren	0.09%	0.09%
Warren	0.65%	0.63%
Washington	1.69%	1.65%
Wayne	0.25%	0.25%
Weakley	0.47%	0.46%
White	0.44%	0.43%
Williamson	2.48%	2.43%
Wilson	2.17%	2.13%
2% Hold Back	0.00%	2.00%
Total Tennessee	100.00%	100.00%

Tennessee State-Subdivision Opioid Abatement Agreement – 2023 Amendments

The Tennessee State-Subdivision Opioid Abatement Agreement is amended as follows:

Amendment 1:

Pursuant to Section IV.A, this Agreement shall apply to the following Statewide Opioid Settlement Agreements, should they become effective:

- A. Allergan Public Global Opioid Settlement Agreement
- B. CVS Settlement Agreement
- C. Teva Global Opioid Settlement Agreement
- D. Walgreens Settlement Agreement
- E. Walmart Settlement Agreement

Amendment 2:

To allow for efficiency and more streamlined accounting, the fifth sentence in Section III.E.2 of the Agreement (“These redirected funds to certain counties shall be spent on future opioid abatement and shall be subject to the same statutory requirements as the Abatement Accounts Fund money the county receives from the Tennessee Opioid Abatement Fund.”) shall be considered deleted and given no effect.

Amendment 3:

Notwithstanding the exception provisions in Section IV.B.3 and Section V.C. of the Agreement, Section V shall apply to funds from the Endo International plc bankruptcy (*In re Endo International plc, et al.*, U.S. Bankruptcy Court, S.D.N.Y, No. 22-22549). As they have received funds from a prior settlement with Endo, the following counties shall not receive a share of the 35% of proceeds directed to counties pursuant to Section V.B: Carter, Greene, Hamblen, Hancock, Hawkins, Johnson, Sullivan, Unicoi and Washington. However, nothing in this agreement shall limit the Opioid Abatement Council’s discretion in whether or not to approve any requested allocation from the remaining Endo proceeds or other funds to these counties or the municipalities participating in that prior settlement.

Note on adoption of amendments:

Amendment 1 shall be effective if approved as set forth in Section IV.B.2 of the Agreement. Amendments 2 and 3 shall be effective if approved as set forth in Section VII.D of the Agreement.

Tennessee State-Subdivision Opioid Abatement Agreement – 2024 Amendments

In addition to being asked to join the new Kroger settlement, Tennessee local governments are also being asked to approve two amendments to the Tennessee State-Subdivision Opioid Abatement Agreement. We summarize these proposed amendments below. The settlement participation packet being sent to counties and qualifying municipalities by the national administrator will also include a form to approve the two amendments. This is the same process used to approve Amendments 1-3 last year.

The full text of the proposed amendments can be found on the following page.

Summary of Amendment 4:

This amendment applies the terms of the State-Subdivision Agreement to the new settlement with Kroger. This amendment ensures the structure and procedures that apply to prior opioid settlements with the three national pharmaceutical distributors, pharmacy chains, and manufacturers will be the same for the new settlement. For example, the formula for using overdose and other data to allocate funds among the counties would be the same for the new agreements as with the existing ones.

Summary of Amendment 5:

This amendment adds language in the State-Subdivision Agreement to directly address what happens when a settlement uses the subdivision allocation list in the Janssen Settlement's Exhibit G or another prior opioid agreement. The current language in Section III.E.2, which involves reallocating settlement funds from certain municipalities to their respective counties, could potentially be misinterpreted to apply when allocation lists from prior agreements are used in new settlements. (The Janssen Exhibit G subdivision allocation list is used in the Kroger agreement and in the five settlements approved last year.) This amendment clarifies that when a settlement adopts Janssen Exhibit G or another prior opioid allocation list, there is no need for additional adjustments based on Section III.E.2. (The amendment does not limit a municipality's ability to direct its payments to its county if it chooses to do so.)

Following Page: Text of Amendments

On the next page is the text of the amendments, which are set out as they should appear in the settlement packets from the national administrator.

Tennessee State-Subdivision Opioid Abatement Agreement – 2024 Amendments

The Tennessee State-Subdivision Opioid Abatement Agreement, initially amended in 2023 with three amendments, is further amended as follows:

Amendment 4:

Pursuant to Section IV.A, this Agreement shall apply to the following Statewide Opioid Settlement Agreements, should it become effective:

- A. Kroger Settlement Agreement

Amendment 5:

To clarify that when a future settlement adopts the subdivision allocation in Exhibit G from the J&J/Janssen Settlement Agreement or another prior settlement there is no need to make additional adjustments pursuant to Section III.E.2, the following sentence shall apply as if it were added to the end of footnote 5 on page 4 of the agreement:

Additionally, should a future settlement adopt, as a default provision, the subdivision allocation list in Exhibit G from the J&J/Janssen Settlement Agreement or another prior opioid settlement agreement, then such list of Tennessee subdivisions shall be the default subdivision allocation list for that future settlement, and there is no need to make additional adjustments pursuant to Section III.E.2.

Note on adoption of amendments:

Amendment 4 shall be effective if approved as set forth in Section IV.B.2 of the Agreement. Amendment 5 shall be effective if approved as set forth in Section VII.D of the Agreement.
