

**Anderson County Board of Commissioners
Purchasing Committee Meeting Minutes
June 14, 2021
4:30 p.m. in Room 312 of the Courthouse**

Members Present: Tim Isbel (Committee Chair), Steve Mead, Phil Yager and Catherine Denenberg.

Member Absent: Denver Waddell

A. Contracts Approved by Law Director

1. **Trust Company of Tennessee, EMS, Contract #21-0121** – Two-year contract to lease building for EMS Station 5 on Arcadia Lane in Oak Ridge. Cost is \$2,200 per month.
2. **Comcast, Rocky Top Library, Contract #21-0129** – Contract for business internet, phone lines and basic TV for \$173.35 per month. Previous price was \$175.25 per month.

Commissioner Denenberg made a motion to approve as a group and to forward to County Commission with a recommendation for approval. Commissioner Mead seconded the motion. Motion passed unanimously.

B. Contracts Pending Law Director Approval

1. **Life Check Systems, Detention Facility, Contract #21-0136** – Two-year contract for technology that documents required inmate observation checks. Price is \$8,500 per year.
2. **Canon, Law Director, Contract #21-0137** - Five (5) year lease of copier. Pricing from State Wide Contract at \$57.62 per month plus copy charges.
3. **Comcast, Norris Library, Contract #21-0138** – Contract for business internet and phone lines for \$163.45 per month. Previous price was \$214.80 per month.

Commissioner Denenberg made a motion to approve as a group and to forward to County Commission with a recommendation for approval. Commissioner Mead seconded the motion. Motion passed unanimously.

C. Other Business

D. New Business

1. **BMC Office Technology, Dental Clinic, Contract #21-0143** – Sixty-month copier lease for \$26.20 per month plus copies. The Dental Clinic currently owns a desktop printer. This lease is expected to save between \$500 and \$600 per year on toner costs.

Commissioner Denenberg made a motion to approve and to forward to County Commission with a recommendation for approval. Commissioner Mead seconded the motion. Motion passed unanimously.

E. Old Business

SECOND AMENDED AND RESTATED COMMERCIAL LEASE

This Second Amended and Restated Commercial Lease (this "Second Amended Lease") is effective as of the date signed by the last of the parties to sign, and is between The Trust Company of Tennessee FBO Constance B. Norris Roth IRA ("Lessor") and Anderson County Emergency Medical Service ("Lessee").

RECITALS

A. The Trust Company of Tennessee FBO Seward B. Norris Roth IRA and Lessee previously entered into a Commercial Lease dated August 4, 2014 (the "Original Lease") whereby Lessor leased to Lessor and Lessee leased from Lessor certain property located at 124 Arcadia Lane (formerly referred to as 150 Arcadia Lane).

B. The Trust Company of Tennessee FBO Seward B. Norris Roth IRA and Lessee entered into an Amended and Restated Commercial Lease ("First Amended Lease") effective as of July 1, 2019.

C. The Trust Company of Tennessee FBO Seward B. Norris Roth IRA assigned its interest as Lessor in the First Amended Lease to The Trust Company of Tennessee FBO Constance B Norris Roth IRA, which assumed the lease, under an Assignment and Assumption dated October 14, 2019.

The parties now wish to extend the term and modify other provisions of the First Amended Lease as set forth in this Second Amended Lease.

The parties agree as follows:

1. **Premises.** By this Lease, Lessor leases to Lessee and Lessee leases from Lessor all of Lessor's right, title, and interest in and to the premises known as 124 Arcadia Lane, Oak Ridge, TN (the "Premises"), for the Term, as that term is defined in this Lease.
2. **Term of Lease.** The term of this Second Amended Lease shall begin on July 1, 2021 (the "Start Date"), and end one minute before midnight on June 30, 2023 unless terminated at an earlier date pursuant to the provisions of this Lease (the "Termination Date").
3. **Rent.** Beginning July 1, 2021, Lessee shall pay, without demand, annual base rent of \$26,400 per year payable in advance in consecutive monthly installments of \$2,200.00 each. Lessee shall pay rent on the 1st day of each month. If Lessor receives payment after the 5th day of the month, Lessee shall pay a late fee of \$200. If Lessee fails to pay rent by the last day of the month, Lessee shall also pay interest on the late rent in amount equal to the highest rate allowed under Tennessee law at the time of the default.

4. **Use.** Lessee shall use the Premises for the operation of an emergency ambulance service and for no other purpose without Lessor's prior written consent. Lessee shall not use the Premises for any illegal purpose, nor shall Lessee use it in such manner as to violate any applicable and valid law, rule or regulation of any governmental body, and shall use the Premises in a careful, safe and proper manner, and not permit waste therein.

5. **Alterations and Improvements.** Lessee may make, at its own expense, such alterations and improvements as necessary to bring the building into compliance with state and federal laws and City of Oak Ridge ordinances. Lessee will complete all such work in a good and workmanlike manner. Lessee shall pay for all work and materials in such work and shall hold Lessor harmless for any claims related to the work and materials. At the termination of the lease all alterations and improvements shall belong to the Lessor with no claim by the Lessee.

6. **Maintenance and Repair.** Lessor will be responsible for maintaining and repairing the roof, walls, footers/slab and other structural components in their current condition. Lessee will, at its sole expense, keep and maintain the remaining components of leased premises and appurtenances in good and sanitary condition and empty all garbage cans during the term of this Lease. Lessee shall be responsible for repairing any damage to the roof, walls, footers/slab and other structural components caused by Lessee's employees, agents, or invitees.

7. **Utilities.** Lessee shall be responsible for arranging for and paying for all utility services required on the Premises.

8. **Right of Inspection.** Lessor and its agents shall have the right at all reasonable times upon 24 hours advance notice to enter the Premises for the purpose of inspecting the Premises and all building and improvements, upon 24 hours advanced notice.

9. **Holdover by Lessee.** Should Lessee remain in possession of the Premises with the consent of Lessor after the natural expiration of this Lease, a new month-to-month tenancy shall be created between Lessor and Lessee that shall be subject to all the terms and conditions of this Lease but shall be terminated on 30 days' written notice served by either Lessor or Lessee.

10. **Insurance.** All property of Lessee or Lessee's employees, agents, or invitees kept or stored on the Premises shall be so kept at the risk of Lessee only. Lessee shall maintain insurance on Lessee's personal property and general liability insurance of at least \$1,000,000 with Lessor named as an additional insured. Lessor shall maintain any casualty insurance on the building that Lessor deems necessary at Lessor's expense.

11. **Environmental Covenants.** Lessee warrants that no hazardous substances will be used, manufactured, processed, generated, released, treated, stored, disposed of or managed on the premises other than in the ordinary course of the operation of an ambulance service. Lessee shall indemnify and hold Lessor harmless from and against any and all damages, penalties, fines, claims, liens, suits, liabilities, costs, judgments and expenses of every kind and

nature suffered by or asserted against Lessor as a direct or indirect result of Lessee using, producing, manufacturing, processing, generating, releasing, treating, storing, disposing of or managing hazardous substances on or in connection with the premises. "Hazardous Substances" shall include any solid or hazardous waste as defined in the Resource Conservation and Recovery Act or applicable state or local law or regulation; any hazardous substances as defined in the Comprehensive Environmental Compensation and Liability Act or applicable state or local law or regulation; any toxic substance as defined in the Toxic Substance Control Act or applicable state or local law or regulation; fungicide or rodenticide as defined in the Federal Insecticide, Fungicide or Rodenticide Act or any applicable state or local law or regulation; petroleum products including as defined in the Underground Storage Tank Act; and as defined in any amendment to all of the foregoing laws. Lessee shall be responsible for testing and abatement of asbestos containing materials within the Premises. The obligations and liabilities of Lessee under this Lease regarding Hazardous Substances shall survive the expiration, termination, and cancellation of this Agreement.

12. **Default.** Lessee shall be in default if it fails to perform any of its obligations under this Lease, including payment of rent. Lessor may, but is not obligation to, provide written notice to Lessee specifying the cause for the default and the remedy(ies) required to cure the default. If Lessor provides notice and Lessee fails to cure the default within 10 days, Lessor may declare the Lease terminated and Lessee shall immediately surrender possession of the Premises to Lessor with all Lessee's personal property removed and the Premises left in proper order and repair.

13. **Remedies.** Upon the occurrence of an event of default, in addition to all other remedies available to Lessor in law or equity, Lessor shall have the right at its option to take any one or more of the following steps:

- a. Lessor may, at its option, declare all installments of annual base rent for the remainder of the then existing Term to be immediately due and payable, where upon the same shall become immediately due and payable. Lessee shall be entitled to a credit against such sum equal to the actual sums thereafter collected by Lessor from re-letting the Premises or any part thereof less all costs Lessor incurs in re-letting the Premises.
- b. Lessor may re-enter and take possession of the Premises and improvements without terminating this Lease, and sublease the same for the account of Lessee. Lessee shall be liable for all costs Lessor incurs in subleasing the space plus the difference in the rent and other amounts actually paid by such sub-lessee in such subleasing and the rent and other amounts payable by Tenant under this Lease.
- c. Lessor may take whatever action at law or in equity which may appear necessary or desirable to collect the rent and other amounts then due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of Lessee under this Lease, and in

connection with such actions to recover any or all damages to Lessor for Lessee's violation or breach of this Lease.

Nothing contained herein to the contrary, no termination of this Lease prior to the normal ending thereof by lapse of time or otherwise shall affect Lessee's obligation to pay and Lessor's right to collect the annual base rent.

Whether or not Lessor elects to terminate this Lease, Lessor may, in addition to any other remedies it may have, recover from Lessee all damages Lessor may incur by reason of such breach or event of default, including the cost of recovering the Premises, reasonable attorney's fees, and including the monetary value at the time of such termination of the excess, if any, of the amount of annual base rent for the remainder of the term over the then reasonable rental value of the Premises for the remainder of the Term, all of which amounts shall be immediately due and payable by Lessee to Lessor.

14. Limitation on Damages for Lessor Default. Lessor shall not be liable to Lessee for punitive, exemplary, or consequential damages. Further, if Lessor shall fail to perform any covenant, term or condition of this Lease, and if Lessee shall recover a money judgment against Lessor, the judgment shall be satisfied only out of the proceeds of sale received upon execution of the judgment and levy against the right, title and interest of Lessor in the Premises as the same may then be encumbered, and Lessor shall not be liable for any deficiency. It is understood that in no event shall Lessee have the right to levy execution against any property of Lessor other than its interest in the Premises. The right of execution shall be subordinate and subject to any mortgage or other encumbrance upon the Premises. No trustee, officer, employee, partner, or affiliate of Lessor shall in any event or at any time be personally liable for the payment or performance of any obligation required or permitted of Lessor under this Lease or under any document executed in connection with this Lease. No attachment, execution, writ or other process shall be sought or obtained, and no judicial proceeding shall be initiated by or on behalf of Lessee, against Lessor's assets other than Lessor's interest in the Premises as a result of any such failure, breach or default.

15. Notice. Any notice required under this Lease shall be given by US certified mail, return receipt requested, overnight delivery with receipt confirmed, or by hand delivery to the following:

If to Lessor:
Attn: Legal Department
The Trust Company of Tennessee
f/b/o Constance B. Norris Roth IRA
4823 Kingston Pike, Suite 100
Knoxville, TN 37919

With a copy to:
Holrob Properties

7741 S Northshore Dr, Suite 103
Knoxville, TN 37919

If to Lessee
Anderson County EMS
314 Public Safety Lane
Clinton, TN 37716

16. **Fire / Casualty.** Lessee shall give immediate notice to Lessor of any damage caused to the Premises by fire or other casualty ("Casualty Damage"). If all or any part of the Premises shall be damaged or destroyed by fire or other insured casualty, and Lessor does not elect to terminate this Lease as provided below, Lessor shall, to the extent of available insurance proceeds, repair and/or rebuild the same with reasonable diligence to a condition comparable to that existing prior to such damage or destruction. If the Premises shall (i) be destroyed or substantially damaged by a casualty not covered by Lessor's insurance; or (ii) be destroyed or rendered untenable to an extent in excess of 20% of the Premises; or (iii) be damaged to such extent that the remaining term of this Agreement (excluding options to extend) is not sufficient to amortize the cost of reconstruction, then Lessor may elect to either terminate this Lease or proceed to rebuild and repair the Premises. If Lessor elects to terminate this Lease for any of the foregoing reasons, Lessor shall give written notice of its election to terminate to Lessee within 90 days after the occurrence of such casualty. If there should be a substantial interference with the operation of the Premises as a result of such damage or destruction that requires Lessee to temporarily close or partially close, the rent shall abate, upon a fair and equitable basis according to the space which is unusable. Notwithstanding any other provision of this Lease, if the building on the Premises is totally destroyed or materially damaged by Casualty Damage, such that restoration cannot reasonably be completed within 180 days of the Casualty Damage, then in either event Lessee, at its option, may terminate this lease by giving Lessor written notice within 30 days of the date of the Casualty Damage, whereupon all rights and obligations hereunder shall cease effective as of the date of the Casualty Damage and all rents and other expenses paid or payable under this Lease shall be apportioned and paid as of such date.

17. **Indemnity.** If any person is injured or any property damaged on the Premises, Lessee will be solely liable and save and hold Lessor harmless from any claims and pay all of Lessor's attorney fees. Lessor shall not be liable to Lessee or to Lessee's employees, agents, or invitees or to any other person or entity for any injury to person or property caused by the negligence or misconduct of Lessee, its employees, agents, or invitees, or to any other person entering the Premises under the express or implied invitation of Lessee, or arising out of Lessee's use of the Premises and the conduct of Lessee's business, or arising out of any Lessee breach or default in the performance of its obligations under this Lease or resulting from any other cause except Lessor's negligence, and Lessee shall indemnify Lessor and hold Lessor harmless from any loss or expense (including attorney fees) for claims arising out of such damage or injury. Lessee waives all right of recovery against Lessor for, and shall indemnify Lessee against, any claims of any third party arising out of loss or damage to property or person

arising from fire or other hazard in or about the Premises or the use of the Premises by Lessee or its employees, agents, or invitees, regardless of cause.

18. **Costs and Attorney Fees.** If an action to enforce this Lease is brought by either party, the prevailing party shall be entitled to all costs, expenses, and reasonable attorney fees incurred in therewith including, without limitation, at the trial and appellate levels.

19. **Entire Agreement.** This Lease is the entire agreement of the parties and cannot be modified except as the parties in agree writing.

20. **Successors and Assigns.** This Agreement shall inure to the benefit of, and be binding upon, Lessor, Lessee, and their respective successors and assigns. Lessee shall not transfer, sublease, or assign any of its rights under this Lease without Lessor's consent, which Landlord may not unreasonably withhold. Lessor may assign its interest in this Lease without Lessee's consent. Any assignee, mortgagee, or lender of Landlord may perform the obligations of Lessor and Lessee shall accept such performance without regard to the identity of the party providing the performance.

IN WITNESS WHEREOF, the parties have executed this lease on the dates set forth beside their signatures below.

Lessor:

Constance B. Norris Roth IRA

By: The Trust Company of Tennessee, Trustee

By: _____

Date: _____

Lessee:

Anderson County EMS

By: _____

Date: _____

APPROVED AS TO LEGAL FORM


N. Jay Yeager
Anderson County Law Director

COMCAST BUSINESS

COMCAST BUSINESS SERVICE ORDER

Company Name: Rocky Top Public Library Order # 28439494

Service Location: _____ Billing Location: _____

Address 1 226 N MAIN ST Address 1 PO BOX 157

Address 2 _____ Address 2 _____

City LAKE CITY City Rocky Top

State TN State TN

Zip 37769 Zip 37769

Primary Contact Name Norma Day Billing Contact Name Norma Day

Primary Contact Phone (865) 426-6762 Billing Contact Phone (865) 426-6762

Primary Contact Email rockytoppubliclibrary@comcast.net Billing Contact Email rockytoppubliclibrary@comcast.net

Service Term 24 Tax Exempt Yes

Package Code: \$90DataVoicePackage_BI100_2yr Promo Code: _____

Package & Promotion Details

Data, Voice Package for discounted rate of \$90 for months 1-24, increasing to then regular rate in month 25. Package includes Business Internet 100/15 Mbps and 1 Mobility Line. 2 year term agreement required. Additional services may be added to qualifying bundles: Two or more Mobility Lines \$25 each/mo. After 24 months, monthly service charge increases to regular rate for each additional service. Pricing subject to change. All products in the package must be maintained to sustain the package rate. Additional \$10 MRC discount with enrollment in EcoBill paperless billing and automatic payments through Comcast's self-service online tool via <https://business.comcast.com/myaccount> within 30 days of service installation. If either EcoBill paperless billing or automatic payment service is cancelled during the promo, the monthly service charge automatically increases by \$10.00. Equipment, installation, taxes and fees, including Broadcast TV Fee, Regional Sports Fee, regulatory recovery fee and other applicable charges extra and subject to change.

Customer Initials _____

Package	Services Included	Qty	Package Monthly Service Charge ¹	Package Non-Recurring Charge ²
Data, Voice Package	Business Internet 100	1	\$ 90.00	\$ 0.00
	Mobility Lines	1		

Equipment and Additional Service(s)	Qty	Additional Monthly Service Charge ¹	Additional Non-Recurring Charge ²
Equipment Fee			
Package Equipment Fee	1	\$ 18.45	
Business Voice			
Mobility Lines	1	\$ 25.00	
Business Video			
TV Basic	1	\$ 29.95	
Equipment - TV Adaptor (DTA)	1	\$ 9.95	
Additional Fees			
Standard Installation Fee / Change of Service Fee	1		\$ 0.00
Total Additional Charge		\$ 83.35	\$ 0.00

	Monthly Service Charge ¹	Non-Recurring Charge ²
Total Charge for Service	\$ 173.35	\$ 0.00

COMCAST BUSINESS

COMCAST BUSINESS SERVICE ORDER

Company Name: Rocky Top Public Library Order # 28439494

¹ Charges identified in the Service Order Agreement are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated).

² Non-Recurring Charges in the Service Order Agreement reflect activation and installation fees for this order. This excludes any custom installation fees.

General Special Instructions

AGREEMENT

1. This Comcast Business Service Order Agreement sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide the Services to Customer. This Comcast Business Service Order Agreement consists of this document ("SOA"), the standard Comcast Business Terms and Conditions ("Terms and Conditions"), and any jointly executed amendments ("Amendments") entered under the Agreement. In the event of inconsistency among these documents, precedence will be as follows: (1) Amendments, (2) Terms and Conditions, and (3) this SOA. This Agreement shall commence and become a legally binding agreement upon Customer's execution of the SOA. The Agreement shall terminate as set forth in the Terms and Conditions (<http://business.comcast.com/terms-conditions/index.aspx>). All capitalized terms not defined in this SOA shall reflect the definitions given to them in the Terms and Conditions. Use of the Services is also subject to the then current High-Speed Internet for Business Acceptable Use Policy located at <http://business.comcast.com/terms-conditions/index.aspx> (or any successor URL), and the then current High-Speed Internet for Business Privacy Policy located at <http://business.comcast.com/terms-conditions/index.aspx> (or any successor URL), both of which Comcast may update from time to time.

2. Each Comcast Business Service ("Service") carries a 30 day money back guarantee. If within the first thirty days following Service activation Customer is not completely satisfied, Customer may cancel Service and Comcast will issue a refund for Service charges actually paid by Customer, custom installation, voice usage charges, and optional service fees excluded. In order to be eligible for the refund, Customer must cancel Service within thirty days of activation and return any Comcast-provided equipment in good working order. In no event shall the refund exceed \$500.00. If you use the service in the first 30 days, you will be refunded your subscription fees, but charged the applicable one-time fee.

3. Customer must provide thirty (30) days' prior notice to Comcast in order to terminate a Service Order or the Agreement. Any termination of a Service Order or the Agreement may be subject to early termination fees in accordance with the Business Services Customer Terms and Conditions.

4. To complete a Voice order, Customer must execute a Comcast Letter or Authorization ("LOA") and submit it to Comcast, or Comcast's third party order entry integrator, as directed by Comcast.

5. New telephone numbers are subject to change prior to the install. Customers should not print their new number on stationery or cards until after the install is complete.

6. Modifications: All modifications to the Agreement, if any, must be captured in a written Amendment, executed by an authorized Comcast Senior Vice President and the Customer. All other attempts to modify the Agreement shall be void and non-binding on Comcast. Customer by signing below, agrees and accepts the Terms and Conditions of this Agreement.

7. IF CUSTOMER IS SUBSCRIBING TO COMCAST'S BUSINESS DIGITAL VOICE SERVICE, CUSTOMER, BY SIGNING BELOW, ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE FOLLOWING 911 NOTICE:

911 Notice

911 Email Notification- If 911 is dialed using the Voice Service, Comcast will send a notification to the Customer designated email address, unless the Customer has opted out of receiving such notifications. Each notification will include the telephone number from which 911 was dialed, location information, and the time the call was placed. After installation of the Voice Service, Customer may change the designated email address and/or decision to receive notifications by calling Comcast at 1-888-824-8104.

Your Comcast voice service ("Voice Service") may have the following 911 limitations:

- For 911 calls to be properly directed to emergency services using the Voice Service, Customer must provide the correct address information ("Registered Service Location") for each telephone number used by Customer. The Registered Service Location may also include information such as floor and office number.
- If the Voice Service or any Voice Service device is moved to a different location without Customer providing an updated Registered Service Location, 911 calls may be directed to the wrong emergency authority, may transmit the wrong address, and/or the Voice Service (including 911) may fail altogether. Customer's use of a telephone number not associated with its geographic location, or a failure to allot sufficient time for a Registered Service Location change to be processed, may increase these risks.
- If a Registered Service Location is deemed to be in an area that is not supported for 911 calls, Customer 911 calls will be sent to an emergency call center where a trained agent will ask for the caller's name, telephone number, and location, and then will contact the local emergency authority.

COMCAST BUSINESS

COMCAST BUSINESS SERVICE ORDER

Company Name: Rocky Top Public Library Order # 28439494

• The Voice Service uses electrical power in the Customer's premises. If there is an electrical power outage, 911 calling may be interrupted if back-up power is not installed, fails, or is exhausted. Voice Services that rely on a broadband connection may also be interrupted if the broadband service fails.

• Calls using the Voice Service, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network equipment, and/or power failure, a broadband connection failure, or another technical problem.

Registered Service Location Updates- The Registered Service Location will be provided to Public Safety Answering Points to assist in responding to a 911 call. Customer may update or otherwise customize the Registered Service Location by:

- Calling Comcast at 1-888-824-8104

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE FOREGOING 911 NOTICE AND THE 911 LIMITATIONS OF THE VOICE SERVICE.

CUSTOMER SIGNATURE	
By signing below, Customer agrees and accepts the Terms and Conditions of this Agreement. General Terms and Conditions can be found at http://business.comcast.com/terms-conditions/index.aspx	
Signature _____	
Name _____	
Title _____	
Date _____	

FOR COMCAST USE ONLY	
Sales Representative	<u>Jeff Hewitt</u>
Sales Representative Code	_____
Sales Manager Name	<u>A Tst A Tst</u>
Sales Manager Approval	_____
Division	<u>Central</u>
SmartOffice License Number	_____

APPROVED AS TO LEGAL FORM


N. Jay Yeager
Anderson County Law Director

Company Name: Rocky Top Public Library Order # 28439494

BUSINESS INTERNET CONFIGURATION DETAILS

Transfer Existing Comcast.net	<input type="text" value="No"/>	Equipment	<input type="text" value="Business Wireless Gateway"/>
Number of Static Ips	<input type="text" value="0"/>	Business Web	<input type="text" value="No"/>

BUSINESS VIDEO CONFIGURATION DETAILS

Outlet Details	Location	Outlet Type
Outlet 1 - Primary	Outlet - 1	TV Adaptor (DTA)

Service Location Occupancy*	
<input type="text"/>	
* Occupancy required for public view	
Additional Comments	
<input type="text"/>	

OUTLETS 9 & UP	QUANTITY
TV Box + Remote	0
TV Adaptor (DTA)	0

BUSINESS VOICE CONFIGURATION DETAILS

Directory Listing Details	
Directory Listing (Published, Non-Published, Unlisted)	Published
Directory Listing Phone Number	8654266762
Directory Listing Display Name	ROCKY TOP PUBLIC LIBRARY
DA/DL Header Text Information	NONE
DA/DL Header Code Information	999001
Standard Industry Code	9999

Additional Voice Details	
Caller ID (Yes/No)	No
Caller ID Display Name(max 15 char.)	ROCKY TOP PUBLI
International Dialing (Yes/No)	Yes
Call Blocking (Yes/No)	No
Auto Attendant (Yes/No)	No

Hunt Group Configuration Details	
Hunt Group Features Requested	No
Hunt Group 1 Configuration Type	
Hunt Group 2 Configuration Type	
Hunt Group 1 Pilot Number	
Hunt Group 2 Pilot Number	

Company Name: Rocky Top Public Library Order # 28439494

Toll Free Phone #	Calling Origination Area	Associated TN



Service Contract
May 4, 2021

Anderson County Sheriff's Office
Attn: Tyler Mayes
Director of Administrative Services
101 South Main St., Ste. 400
Clinton, TN 37716
tmayes@tnacso.net

Contract Terms

This Contract is for the Anderson County Tennessee Sheriff's Office ("Anderson County"), and the following terms and any terms online apply to the implementation and use of the Life Check Systems ("LCS") technology at the detention facility specified below:

Anderson County Detention Facility
358 East Main Street
Newport, TN 37821
423-623-9043

Number of Beds: 499

1. **Contract Term.** The term of this contract shall be **2 years**, from July 1, 2021 to June 30, 2023.
2. **Annual Service Fee.** Anderson County shall pay LCS **\$8,500** in a lump sum as an annual service fee on or before July 1, 2021 and again on or before July 1, 2022. In exchange for these payments, LCS shall provide Anderson County with full access to its technology system for the full contract term.
3. **Equipment Costs.** LCS also sells this equipment at these per unit prices:
 - Location Tags - \$1.50
 - 3-Bay Wireless Charger - \$50
 - 1-Bay Wireless Charger - \$20
 - Magnetic Holsters - \$75
 - Belt-clip Holsters - \$35
 - Mobile Devices - \$675
4. **Location Tags.** Anderson County can order as many additional location tags as it wants to expand the system. Anderson County shall install and label the tags on its own with LCS' instructions.
5. **Warranty.** All mobile devices are warranted for one-year for any defects other than those caused by physical damage to the device. During the warranty period any defective devices will be replaced at no charge to customer. LCS disclaims all other warranties, express or implied.
6. **Wi-Fi Requirements & Information.** LCS requires a reliable internet connection to function. All mobile units will be programmed so that primary connectivity is to Anderson County's Wi-Fi network. LCS does not provide a Wi-Fi network. Anderson County is responsible for providing a reliable Wi-Fi



315 Deaderick St., Ste. 1700
Nashville, TN 37238-1700
(615) 975-8212
info@lifechecksystems.com

network. Anderson County will designate a Wi-Fi contact person who is the most knowledgeable of the Wi-Fi network.

7. Backup Cellular Connection. LCS will provide a cellular connection to Verizon's 4G and LTE Networks, but not its 5G network, to function only as a backup connection to Wi-Fi. In areas where Verizon service is available, LCS devices will automatically connect to Verizon and back to Wi-Fi when available again. It is Anderson County's responsibility to identify any areas where the Verizon signal is too weak to operate as a backup, and to install boosters in these areas if desired. LCS does not install boosters.

8. Offline Operation & Alerts. LCS cannot provide accurate alerts unless the devices are connected to the internet. The Special Watch function (e.g., suicide watches) will not function without a connection. The Security Inspection and General Observation functions will continue to operate if the connection is lost by locally storing data on the mobile devices and uploading it when a connection is restored. However, alerts will not operate properly without a connection and multiple devices assigned to these functions will not update without a connection. A dropped connection can lead to false alerts because the LCS server does not receive updates from unconnected devices.

9. Tech Support. LCS will provide technical support free of charge.

Approved:

A handwritten signature in black ink, appearing to read "Brandt McMillan".

Life Check Systems, LLC
Brandt McMillan, CEO

May 4, 2021

Approved:

Anderson County Sheriff's Office

By: _____ [print]

Date: _____



CANON SOLUTIONS AMERICA

State of Tennessee Contract Quote Sheet

Issued Under:

SWC 400 Multifunction Devices

Contract #: 62117

QUOTE AND PURCHASE ORDER DOCUMENT

Quote #: 1505

Date: 6/7/2021

BILL TO: ("Customer")

Customer Name: Anderson County

Dept: Anderson County Law Director

Address: 101 South Main Street, Suite 310

City/State/Zip: Clinton, TN 37716-3624

Phone: 865-457-6290

Email: nbrooks@aclawdirector.com

Fax #:

Name & Title: Nichole brooks

SHIP TO: (if different)

Customer Name:

Dept:

Address:

City/State/Zip:

Phone:

Email:

Fax:

CSA to Pick Up Current Copier if Completed:

Make:

Model:

Serial #:

Color Group III - IRADV DX C5840I (40 CPM)

Qty	Model Description - Base Configuration	Monthly Rental Price	Vendor Item ID
1	Canon IRADV DX C5840I MONTHLY RENTAL Cost Per Copy Charges apply		3827C002
Equipment Maintenance cost per copy/print includes toner and staples: B/W CPC: \$ 0.0040 Color CPC \$ 0.0350			
ACCESSORIES (INCLUDED WHEN QUANTITY NOTED):			
1	CABINET TYPE-N		1770C001
1	STAPLER/INNER FINISHER-H1		0615C002
	INNER 2/3 HOLE PUNCHER-D1		4002C002
1	SUPER G3 FAX BOARD-AS2		0166C007
1	HD CARD-SCANNER/FOLLOW-ME-PRINT		3575B678
1	TRACKING SOFTWARE		3575B436
	ADD'L INPUT TRAY (CASSETTE FEEDING UNIT-AM1)		0609C002
THE BELOW ITEMS ARE NOT AVAILABLE ON STATE CONTRACT #62117. CUSTOMER HEREBY ACKNOWLEDGES THE REQUISITE PURCHASING AUTHORITY IS CHAPTER 0690-3-1 OF THE DGS RULES, OR LOCAL PURCHASING REGS, AS APPLICABLE, NOTWITHSTANDING, THESE ITEMS ARE SUBJECT TO THE TERMS OF 62117, WHICH IS CONTROLLING.			

TOTAL: \$57.62

☒ Auto Toner Fulfillment **(Requires use of imageWare Remote)

Send Signed Purchase Canon Solutions America, Inc.

Order or Email Attn. Mark Choate

Acknowledgement to: 402 BNA Drive, Ste. 360

Nashville, TN. 37217

-- OR --

Fax: 615.360.5088 - Attn. Mark Choate

Email: jchoate@csa.canon.com

Send Payments To: Canon Financial Services, Inc.

14904 Collections Center Drive

Chicago, IL 60693

Company Name: THE LIBRARY NORRIS Order # 28592886

Promo Code:

Customer Initials

Equipment and Additional Service(s)	Qty	Additional Monthly Service Charge ¹	Additional Non-Recurring Charge ²
Equipment Fee			
Package Equipment Fee	1	\$ 18.45	
Business Voice			
Mobility Lines	1	\$ 25.00	
Additional Fees			
Standard Installation Fee / Change of Service Fee	1		\$ 0.00
Total Additional Charge		\$ 43.45	\$ 0.00

Page 1 of 5

COMCAST BUSINESS

COMCAST BUSINESS SERVICE ORDER

Company Name: THE LIBRARY NORRISOrder # 28592886

¹ Charges identified in the Service Order Agreement are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated).

² Non-Recurring Charges in the Service Order Agreement reflect activation and installation fees for this order. This excludes any custom installation fees.

General Special Instructions

AGREEMENT

1. This Comcast Business Service Order Agreement sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide the Services to Customer. This Comcast Business Service Order Agreement consists of this document ("SOA"), the standard Comcast Business Terms and Conditions ("Terms and Conditions"), and any jointly executed amendments ("Amendments") entered under the Agreement. In the event of inconsistency among these documents, precedence will be as follows: (1) Amendments, (2) Terms and Conditions, and (3) this SOA. This Agreement shall commence and become a legally binding agreement upon Customer's execution of the SOA. The Agreement shall terminate as set forth in the Terms and Conditions (<http://business.comcast.com/terms-conditions/index.aspx>). All capitalized terms not defined in this SOA shall reflect the definitions given to them in the Terms and Conditions. Use of the Services is also subject to the then current High-Speed Internet for Business Acceptable Use Policy located at <http://business.comcast.com/terms-conditions/index.aspx> (or any successor URL), and the then current High-Speed Internet for Business Privacy Policy located at <http://business.comcast.com/terms-conditions/index.aspx> (or any successor URL), both of which Comcast may update from time to time.

2. Each Comcast Business Service ("Service") carries a 30 day money back guarantee. If within the first thirty days following Service activation Customer is not completely satisfied, Customer may cancel Service and Comcast will issue a refund for Service charges actually paid by Customer, custom installation, voice usage charges, and optional service fees excluded. In order to be eligible for the refund, Customer must cancel Service within thirty days of activation and return any Comcast-provided equipment in good working order. In no event shall the refund exceed \$500.00. If you use the service in the first 30 days, you will be refunded your subscription fees, but charged the applicable one-time fee.

3. Customer must provide thirty (30) days' prior notice to Comcast in order to terminate a Service Order or the Agreement. Any termination of a Service Order or the Agreement may be subject to early termination fees in accordance with the Business Services Customer Terms and Conditions.

4. To complete a Voice order, Customer must execute a Comcast Letter or Authorization ("LOA") and submit it to Comcast, or Comcast's third party order entry integrator, as directed by Comcast.

5. New telephone numbers are subject to change prior to the install. Customers should not print their new number on stationery or cards until after the install is complete.

6. Modifications: All modifications to the Agreement, if any, must be captured in a written Amendment, executed by an authorized Comcast Senior Vice President and the Customer. All other attempts to modify the Agreement shall be void and non-binding on Comcast. Customer by signing below, agrees and accepts the Terms and Conditions of this Agreement.

7. IF CUSTOMER IS SUBSCRIBING TO COMCAST'S BUSINESS DIGITAL VOICE SERVICE, CUSTOMER, BY SIGNING BELOW, ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE FOLLOWING 911 NOTICE:

911 Notice

911 Email Notification- If 911 is dialed using the Voice Service, Comcast will send a notification to the Customer designated email address, unless the Customer has opted out of receiving such notifications. Each notification will include the telephone number from which 911 was dialed, location information, and the time the call was placed. After installation of the Voice Service, Customer may change the designated email address and/or decision to receive notifications by calling Comcast at 1-888-824-8104.

Your Comcast voice service ("Voice Service") may have the following 911 limitations:

- For 911 calls to be properly directed to emergency services using the Voice Service, Customer must provide the correct address information ("Registered Service Location") for each telephone number used by Customer. The Registered Service Location may also include information such as floor and office number.
- If the Voice Service or any Voice Service device is moved to a different location without Customer providing an updated Registered Service Location, 911 calls may be directed to the wrong emergency authority, may transmit the wrong address, and/or the Voice Service (including 911) may fail altogether. Customer's use of a telephone number not associated with its geographic location, or a failure to allot sufficient time for a Registered Service Location change to be processed, may increase these risks.
- If a Registered Service Location is deemed to be in an area that is not supported for 911 calls, Customer 911 calls will be sent to an emergency call center where a trained agent will ask for the caller's name, telephone number, and location, and then will contact the local emergency authority.

COMCAST BUSINESS

COMCAST BUSINESS SERVICE ORDER

Company Name: THE LIBRARY NORRIS Order # 28592886

• The Voice Service uses electrical power in the Customer's premises. If there is an electrical power outage, 911 calling may be interrupted if back-up power is not installed, fails, or is exhausted. Voice Services that rely on a broadband connection may also be interrupted if the broadband service fails.

• Calls using the Voice Service, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network equipment, and/or power failure, a broadband connection failure, or another technical problem.

Registered Service Location Updates- The Registered Service Location will be provided to Public Safety Answering Points to assist in responding to a 911 call. Customer may update or otherwise customize the Registered Service Location by:

- Calling Comcast at 1-888-824-8104

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE FOREGOING 911 NOTICE AND THE 911 LIMITATIONS OF THE VOICE SERVICE.

CUSTOMER SIGNATURE	
By signing below, Customer agrees and accepts the Terms and Conditions of this Agreement. General Terms and Conditions can be found at http://business.comcast.com/terms-conditions/index.aspx	
Signature	
Name	
Title	
Date	

FOR COMCAST USE ONLY	
Sales Representative	Jeff Hewitt
Sales Representative Code	
Sales Manager Name	A Tst A Tst
Sales Manager Approval	
Division	Central
SmartOffice License Number	

COMCAST BUSINESS SERVICE ORDER

Company Name: THE LIBRARY NORRIS Order # 28592886

BUSINESS INTERNET CONFIGURATION DETAILS

Transfer Existing Comcast.net	No	Equipment	Business Wireless Gateway
Number of Static Ips	0	Business Web	No

BUSINESS VOICE CONFIGURATION DETAILS

Directory Listing Details	
Directory Listing (Published, Non-Published, Unlisted)	Published
Directory Listing Phone Number	8654946800
Directory Listing Display Name	TheNorrisLibrary
DA/DL Header Text Information	Library Research Service
DA/DL Header Code Information	066590
Standard Industry Code	8711

Additional Voice Details	
Caller ID (Yes/No)	Yes
Caller ID Display Name(max 15 char.)	TheNorrisLibra r
International Dialing (Yes/No)	No
Call Blocking (Yes/No)	No
Auto Attendant (Yes/No)	No

Hunt Group Configuration Details	
Hunt Group Features Requested	No
Hunt Group 1 Configuration Type	
Hunt Group 2 Configuration Type	
Hunt Group 1 Pilot Number	
Hunt Group 2 Pilot Number	

Company Name: THE LIBRARY NORRIS

Order # 28592886

Toll Free Phone #	Calling Origination Area	Associated TN

Annette

Katherine Ajmeri

From: Virginia Couch <vcouch@thetrust.com>
Sent: Wednesday, June 9, 2021 11:07 AM
To: Katherine Ajmeri; ewolfe@holrob.onmicrosoft.com; mshipe@holrob.com
Cc: Nathan Sweet; Robby Holbrook
Subject: RE: Lease with Anderson County EMS
Attachments: Trust Company Lease with Revisions.docx

Katherine,

We look forward to EMS continuing as a tenant but we cannot agree to those changes. EMS being responsible for the non-structural elements of building is considered in the rental rate as is the length of the term of the lease.

Thanks,

Virginia



Virginia Couch
Legal Counsel
4823 Old Kingston Pike, Suite 100
Knoxville, TN 37919
865-673-3571

Live Confidently - Wealth Management | Personal Trusts | Corporate Retirement

From: Katherine Ajmeri <kajmeri@andersoncountyttn.gov>
Sent: Wednesday, June 9, 2021 10:30 AM
To: ewolfe@holrob.onmicrosoft.com; mshipe@holrob.com; Virginia Couch <vcouch@thetrust.com>
Cc: Nathan Sweet <nsweet@andersonems.com>; Robby Holbrook <rhobbrook@andersoncountyttn.gov>
Subject: Lease with Anderson County EMS

Greetings.

I work in the Purchasing office for Anderson County and am responsible for obtaining approval of contracts from the Purchasing Committee and County Commission. Our Purchasing Committee requested a couple of revisions be made to the new lease we have with the Trust Company for the property on Arcadia Lane that EMS uses as substation. Attached is a copy of the lease with those 2 revisions for your review. The changes are in red. If these changes are agreeable please let me know.

Thank you very much,

Katherine Ajmeri
Anderson County
Deputy Purchasing Agent
865-463-6841

****Please note my new email address is kajmeri@andersoncountyttn.gov****

Attention: The information contained in this email may be confidential and privileged. It is intended for the individual or entity named above. If you are not the intended recipient, please be notified that any use, review, distribution or copying of this email is strictly prohibited. If you have received this email by error, please delete it and notify the sender immediately. Thank you.

SECOND AMENDED AND RESTATED COMMERCIAL LEASE

This Second Amended and Restated Commercial Lease (this "Second Amended Lease") is effective as of the date signed by the last of the parties to sign, and is between The Trust Company of Tennessee FBO Constance B. Norris Roth IRA ("Lessor") and Anderson County Emergency Medical Service ("Lessee").

RECITALS

A. The Trust Company of Tennessee FBO Seward B. Norris Roth IRA and Lessee previously entered into a Commercial Lease dated August 4, 2014 (the "Original Lease") whereby Lessor leased to Lessor and Lessee leased from Lessor certain property located at 124 Arcadia Lane (formerly referred to as 150 Arcadia Lane).

B. The Trust Company of Tennessee FBO Seward B. Norris Roth IRA and Lessee entered into an Amended and Restated Commercial Lease ("First Amended Lease") effective as of July 1, 2019.

C. The Trust Company of Tennessee FBO Seward B. Norris Roth IRA assigned its interest as Lessor in the First Amended Lease to The Trust Company of Tennessee FBO Constance B Norris Roth IRA, which assumed the lease, under an Assignment and Assumption dated October 14, 2019.

The parties now wish to extend the term and modify other provisions of the First Amended Lease as set forth in this Second Amended Lease.

The parties agree as follows:

1. **Premises.** By this Lease, Lessor leases to Lessee and Lessee leases from Lessor all of Lessor's right, title, and interest in and to the premises known as 124 Arcadia Lane, Oak Ridge, TN (the "Premises"), for the Term, as that term is defined in this Lease.
2. **Term of Lease.** The term of this Second Amended Lease shall begin on July 1, 2021 (the "Start Date"), and end one minute before midnight on June 30, 2023 unless terminated at an earlier date pursuant to the provisions of this Lease (the "Termination Date").
3. **Termination.** The Lessee reserves the right to end this lease by providing a sixty-day written notice. In the event of termination, the Lessor shall only be responsible for rental fees until the premises is vacated.
4. **Rent.** Beginning July 1, 2021, Lessee shall pay, without demand, annual base rent of \$26,400 per year payable in advance in consecutive monthly installments of \$2,200.00 each. Lessee shall pay rent on the 1st day of each month. If Lessor receives payment after the 5th day of the month, Lessee shall pay a late fee of \$200. If Lessee fails to pay rent by the last day of the month, Lessee shall also pay interest on the late rent in amount equal to the highest rate allowed under Tennessee law at the time of the default.

5. **Use.** Lessee shall use the Premises for the operation of an emergency ambulance service and for no other purpose without Lessor's prior written consent. Lessee shall not use the Premises for any illegal purpose, nor shall Lessee use it in such manner as to violate any applicable and valid law, rule or regulation of any governmental body, and shall use the Premises in a careful, safe and proper manner, and not permit waste therein.

6. **Alterations and Improvements.** Lessee may make, at its own expense, such alterations and improvements as necessary to bring the building into compliance with state and federal laws and City of Oak Ridge ordinances. Lessee will complete all such work in a good and workmanlike manner. Lessee shall pay for all work and materials in such work and shall hold Lessor harmless for any claims related to the work and materials. At the termination of the lease all alterations and improvements shall belong to the Lessor with no claim by the Lessee.

7. **Maintenance and Repair.** ~~Lessor will be responsible for maintaining and repairing the roof, walls, footers/slab and other structural components in their current condition. Lessee will, at its sole expense, keep and maintain the remaining components of leased premises and appurtenances in good and sanitary condition and empty all garbage cans during the term of this Lease. Lessee shall be responsible for repairing any damage to the roof, walls, footers/slab and other structural components caused by Lessee's employees, agents, or invitees.~~

Lessor will be responsible for maintaining and repairing all Structural, HVAC, Electrical, Plumbing and Mechanical components of the building including those repairs necessitated by Force Majeure. If the Lessor defaults in repairing any of these components within thirty (30) days after notice from Lessee, the Lessee may complete the repair and receive reimbursement from the Lessor any amount paid by the Lessee in so doing. If the Lessor does not reimburse the Lessee, the Lessee may deduct the cost of the repair from the next month's rent. The Lessor shall ensure compliance with all building, fire, and safety code regulations.

Lessee will keep and maintain the remaining components of leased premises and appurtenances in good and sanitary condition and empty all garbage cans during the term of this Lease. Lessee shall be responsible for repairing any damage to the roof, walls, footers/slab and other structural components caused by Lessee's employees, agents, or invitees.

8. **Utilities.** Lessee shall be responsible for arranging for and paying for all utility services required on the Premises.

9. **Right of Inspection.** Lessor and its agents shall have the right at all reasonable times upon 24 hours advance notice to enter the Premises for the purpose of inspecting the Premises and all building and improvements, upon 24 hours advanced notice.

10. **Holdover by Lessee.** Should Lessee remain in possession of the Premises with the consent of Lessor after the natural expiration of this Lease, a new month-to-month tenancy shall be created between Lessor and Lessee that shall be subject to all the terms and conditions of this Lease but shall be terminated on 30 days' written notice served by either Lessor or

Lessee.

11. **Insurance.** All property of Lessee or Lessee's employees, agents, or invitees kept or stored on the Premises shall be so kept at the risk of Lessee only. Lessee shall maintain insurance on Lessee's personal property and general liability insurance of at least \$1,000,000 with Lessor named as an additional insured. Lessor shall maintain any casualty insurance on the building that Lessor deems necessary at Lessor's expense.

12. **Environmental Covenants.** Lessee warrants that no hazardous substances will be used, manufactured, processed, generated, released, treated, stored, disposed of or managed on the premises other than in the ordinary course of the operation of an ambulance service. Lessee shall indemnify and hold Lessor harmless from and against any and all damages, penalties, fines, claims, liens, suits, liabilities, costs, judgments and expenses of every kind and

nature suffered by or asserted against Lessor as a direct or indirect result of Lessee using, producing, manufacturing, processing, generating, releasing, treating, storing, disposing of or managing hazardous substances on or in connection with the premises. "Hazardous Substances" shall include any solid or hazardous waste as defined in the Resource Conservation and Recovery Act or applicable state or local law or regulation; any hazardous substances as defined in the Comprehensive Environmental Compensation and Liability Act or applicable state or local law or regulation; any toxic substance as defined in the Toxic Substance Control Act or applicable state or local law or regulation; fungicide or rodenticide as defined in the Federal Insecticide, Fungicide or Rodenticide Act or any applicable state or local law or regulation; petroleum products including as defined in the Underground Storage Tank Act; and as defined in any amendment to all of the foregoing laws. Lessee shall be responsible for testing and abatement of asbestos containing materials within the Premises. The obligations and liabilities of Lessee under this Lease regarding Hazardous Substances shall survive the expiration, termination, and cancellation of this Agreement.

13. **Default.** Lessee shall be in default if it fails to perform any of its obligations under this Lease, including payment of rent. Lessor may, but is not obligation to, provide written notice to Lessee specifying the cause for the default and the remedy(ies) required to cure the default. If Lessor provides notice and Lessee fails to cure the default within 10 days, Lessor may declare the Lease terminated and Lessee shall immediately surrender possession of the Premises to Lessor with all Lessee's personal property removed and the Premises left in proper order and repair.

14. **Remedies.** Upon the occurrence of an event of default, in addition to all other remedies available to Lessor in law or equity, Lessor shall have the right at its option to take any one or more of the following steps:

- a. Lessor may, at its option, declare all installments of annual base rent for the remainder of the then existing Term to be immediately due and payable, where upon the same shall become immediately due and payable. Lessee shall be entitled to a credit against such sum equal to the actual sums thereafter collected by Lessor from re-letting the Premises or any part thereof less all costs Lessor incurs in re-letting the Premises.
- b. Lessor may re-enter and take possession of the Premises and improvements without terminating this Lease, and sublease the same for the account of Lessee. Lessee shall be liable for all costs Lessor incurs in subleasing the space plus the difference in the rent and other amounts actually paid by such sub-lessee in such subleasing and the rent and other amounts payable by Tenant under this Lease.
- c. Lessor may take whatever action at law or in equity which may appear necessary or desirable to collect the rent and other amounts then due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of Lessee under this Lease, and in

connection with such actions to recover any or all damages to Lessor for Lessee's violation or breach of this Lease.

Nothing contained herein to the contrary, no termination of this Lease prior to the normal ending thereof by lapse of time or otherwise shall affect Lessee's obligation to pay and Lessor's right to collect the annual base rent.

Whether or not Lessor elects to terminate this Lease, Lessor may, in addition to any other remedies it may have, recover from Lessee all damages Lessor may incur by reason of such breach or event of default, including the cost of recovering the Premises, reasonable attorney's fees, and including the monetary value at the time of such termination of the excess, if any, of the amount of annual base rent for the remainder of the term over the then reasonable rental value of the Premises for the remainder of the Term, all of which amounts shall be immediately due and payable by Lessee to Lessor.

15. Limitation on Damages for Lessor Default. Lessor shall not be liable to Lessee for punitive, exemplary, or consequential damages. Further, if Lessor shall fail to perform any covenant, term or condition of this Lease, and if Lessee shall recover a money judgment against Lessor, the judgment shall be satisfied only out of the proceeds of sale received upon execution of the judgment and levy against the right, title and interest of Lessor in the Premises as the same may then be encumbered, and Lessor shall not be liable for any deficiency. It is understood that in no event shall Lessee have the right to levy execution against any property of Lessor other than its interest in the Premises. The right of execution shall be subordinate and subject to any mortgage or other encumbrance upon the Premises. No trustee, officer, employee, partner, or affiliate of Lessor shall in any event or at any time be personally liable for the payment or performance of any obligation required or permitted of Lessor under this Lease or under any document executed in connection with this Lease. No attachment, execution, writ or other process shall be sought or obtained, and no judicial proceeding shall be initiated by or on behalf of Lessee, against Lessor's assets other than Lessor's interest in the Premises as a result of any such failure, breach or default.

16. Notice. Any notice required under this Lease shall be given by US certified mail, return receipt requested, overnight delivery with receipt confirmed, or by hand delivery to the following:

If to Lessor:
Attn: Legal Department
The Trust Company of Tennessee
f/b/o Constance B. Norris Roth IRA
4823 Kingston Pike, Suite 100
Knoxville, TN 37919

With a copy to:
Holrob Properties

7741 S Northshore Dr, Suite 103
Knoxville, TN 37919

If to Lessee
Anderson County EMS
314 Public Safety Lane
Clinton, TN 37716

17. **Fire / Casualty.** Lessee shall give immediate notice to Lessor of any damage caused to the Premises by fire or other casualty ("Casualty Damage"). If all or any part of the Premises shall be damaged or destroyed by fire or other insured casualty, and Lessor does not elect to terminate this Lease as provided below, Lessor shall, to the extent of available insurance proceeds, repair and/or rebuild the same with reasonable diligence to a condition comparable to that existing prior to such damage or destruction. If the Premises shall (i) be destroyed or substantially damaged by a casualty not covered by Lessor's insurance; or (ii) be destroyed or rendered untenable to an extent in excess of 20% of the Premises; or (iii) be damaged to such extent that the remaining term of this Agreement (excluding options to extend) is not sufficient to amortize the cost of reconstruction, then Lessor may elect to either terminate this Lease or proceed to rebuild and repair the Premises. If Lessor elects to terminate this Lease for any of the foregoing reasons, Lessor shall give written notice of its election to terminate to Lessee within 90 days after the occurrence of such casualty. If there should be a substantial interference with the operation of the Premises as a result of such damage or destruction that requires Lessee to temporarily close or partially close, the rent shall abate, upon a fair and equitable basis according to the space which is unusable. Notwithstanding any other provision of this Lease, if the building on the Premises is totally destroyed or materially damaged by Casualty Damage, such that restoration cannot reasonably be completed within 180 days of the Casualty Damage, then in either event Lessee, at its option, may terminate this lease by giving Lessor written notice within 30 days of the date of the Casualty Damage, whereupon all rights and obligations hereunder shall cease effective as of the date of the Casualty Damage and all rents and other expenses paid or payable under this Lease shall be apportioned and paid as of such date.

18. **Indemnity.** If any person is injured or any property damaged on the Premises, Lessee will be solely liable and save and hold Lessor harmless from any claims and pay all of Lessor's attorney fees. Lessor shall not be liable to Lessee or to Lessee's employees, agents, or invitees or to any other person or entity for any injury to person or property caused by the negligence or misconduct of Lessee, its employees, agents, or invitees, or to any other person entering the Premises under the express or implied invitation of Lessee, or arising out of Lessee's use of the Premises and the conduct of Lessee's business, or arising out of any Lessee breach or default in the performance of its obligations under this Lease or resulting from any other cause except Lessor's negligence, and Lessee shall indemnify Lessor and hold Lessor harmless from any loss or expense (including attorney fees) for claims arising out of such damage or injury. Lessee waives all right of recovery against Lessor for, and shall indemnify Lessee against, any claims of any third party arising out of loss or damage to property or person

arising from fire or other hazard in or about the Premises or the use of the Premises by Lessee or its employees, agents, or invitees, regardless of cause.

19. **Costs and Attorney Fees.** If an action to enforce this Lease is brought by either party, the prevailing party shall be entitled to all costs, expenses, and reasonable attorney fees incurred in therewith including, without limitation, at the trial and appellate levels.

20. **Entire Agreement.** This Lease is the entire agreement of the parties and cannot be modified except as the parties in agree writing.

21. **Successors and Assigns.** This Agreement shall inure to the benefit of, and be binding upon, Lessor, Lessee, and their respective successors and assigns. Lessee shall not transfer, sublease, or assign any of its rights under this Lease without Lessor's consent, which Landlord may not unreasonably withhold. Lessor may assign its interest in this Lease without Lessee's consent. Any assignee, mortgagee, or lender of Landlord may perform the obligations of Lessor and Lessee shall accept such performance without regard to the identity of the party providing the performance.

IN WITNESS WHEREOF, the parties have executed this lease on the dates set forth beside their signatures below.

Lessor:

Constance B. Norris Roth IRA
By: The Trust Company of Tennessee, Trustee

By: _____

Date: _____

Lessee:

Anderson County EMS

By: _____

Date: _____



COST PER IMAGE AGREEMENT

GREATAMERICA FINANCIAL SERVICES CORPORATION
625 FIRST STREET SE, CEDAR RAPIDS IA 52401
PO BOX 609, CEDAR RAPIDS IA 52406-0609

AGREEMENT NO.: 1654339

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: Anderson, County Of

ADDRESS: 100 N Main St

Clinton TN 37716-3615

VENDOR (VENDOR IS NOT OUR AGENT AND IS NOT AUTHORIZED BY US TO ACT ON OUR BEHALF OR TO WAIVE OR ALTER ANY PROVISION OF THIS AGREEMENT)

Business Machines Company

Knoxville, TN

EQUIPMENT AND PAYMENT TERMS

☐ SEE ATTACHED SCHEDULE

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES	NOT FINANCED UNDER THIS AGREEMENT	BEGINNING METER READING		MONTHLY IMAGE ALLOWANCE		EXCESS PER IMAGE CHARGE (PLUS TAX)	
		B&W	COLOR	B&W	COLOR	B&W	COLOR
1 Epson WF-C579R Systems	<input type="checkbox"/>						
	<input type="checkbox"/>						
	<input type="checkbox"/>						
	<input type="checkbox"/>						
	<input type="checkbox"/>						
	<input type="checkbox"/>						
	<input type="checkbox"/>						
	<input type="checkbox"/>						
	<input type="checkbox"/>						
	<input type="checkbox"/>						
TOTAL CONSOLIDATED MONTHLY IMAGE ALLOWANCE AND EXCESS PER IMAGE CHARGES (IF CONSOLIDATED)				0	0	.0201	.06

EQUIPMENT LOCATION: As Stated Above

METER FREQUENCY: Monthly

TERM IN MONTHS: 60

MONTHLY BASE PAYMENT AMOUNT*: \$26.20 (*PLUS TAX)

PURCHASE OPTION*: Fair Market Value

CONTRACT

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING. THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF IOWA. ANY DISPUTE WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN LINN COUNTY, IOWA. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

CUSTOMER'S AUTHORIZED SIGNATURE

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING WHEN WE EXECUTE THIS AGREEMENT AND PAY FOR THE EQUIPMENT.

(As Stated Above)

X

CUSTOMER

SIGNATURE

PRINT NAME & TITLE

DATE

OWNER ("WE", "US", "OUR")

GreatAmerica Financial Services Corporation

OWNER

SIGNATURE

PRINT NAME & TITLE

DATE

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to now pay your Vendor for the equipment and/or software referenced herein, excluding equipment marked as not financed under this Agreement ("Equipment") and the amounts your Vendor included on the invoice to us for the Equipment for related installation, training, and/or implementation costs, and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement will begin on the date the Equipment is delivered to you or any later date we designate. We may charge you a one-time origination fee of \$89.50. If any amount payable to us is past due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less.

NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU UNDERSTAND WE ARE PAYING FOR THE EQUIPMENT BASED ON YOUR UNCONDITIONAL ACCEPTANCE OF IT AND YOUR PROMISE TO PAY US UNDER THE TERMS OF THIS AGREEMENT, WITHOUT SET-OFFS FOR ANY REASON, EVEN IF THE EQUIPMENT DOES NOT WORK OR IS DAMAGED, EVEN IF IT IS NOT YOUR FAULT.

IMAGE CHARGES AND OVERAGES. You are entitled to make the total number of images shown under Image Allowance (or Total Consolidated Image Allowance, if applicable) each period during the term of this Agreement. If you make more than the allowed images in any period, you will pay us an additional amount equal to the number of the excess images made during such period multiplied by the applicable Excess Per Image Charge. Regardless of the number of images made in any period, you will never pay less than the Base Payment Amount. You agree to provide us or the Vendor with the actual meter readings on any business day as designated by us or the Vendor, provided that we may estimate the number of images used if such meter readings are not received within five days after being requested. We will adjust the estimated charge for excess images upon receipt of actual meter readings. You agree that the Base Payment Amount and the Excess Per Image Charges may be proportionately increased at any time if Vendor's estimated average page coverage is exceeded. After the end of the first year of this Agreement and not more than once each successive twelve-month period thereafter, the Base Payment Amount and the Excess Per Image Charges (and, at our election, the Base Payment Amount and Excess Per Image Charges under any subsequent agreements between you and us that incorporate the terms hereof) may be increased by a maximum of 10% of the then existing payment or charge. Images made on equipment marked as not financed under this Agreement will be included in determining your image and overage charges.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only, not modify or move it from its initial location without our consent, and bear the risk of its non-compliance with applicable laws. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You must resolve any dispute you may have concerning the Equipment with the manufacturer or Vendor. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment.

VENDOR SERVICES. Payments under this Agreement may include amounts you owe your Vendor under a separate arrangement (for maintenance, service, supplies, etc.), which amounts may be invoiced by us on your Vendor's behalf for your convenience. You will look solely to your Vendor for performance under any such arrangement or to address any disputes arising thereunder.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

NO WARRANTY. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU HAVE ACCEPTED THE EQUIPMENT "AS-IS". YOU CHOSE THE EQUIPMENT, THE VENDOR AND ANY/ALL SERVICE PROVIDER(S) BASED ON YOUR JUDGMENT. YOU MAY CONTACT YOUR VENDOR FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER OR VENDOR IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

ASSIGNMENT. You may not sell, assign or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement or our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, the assignee will have our rights but will not be subject to any claim, defense, or set-off assertable against us or anyone else.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. We are not responsible for, and you will indemnify us against, any claims, losses or damages, including attorney fees, in any way relating to the Equipment or data stored on it. In no event will we be liable for any consequential or indirect damages.

INSURANCE. You agree to maintain commercial general liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 3% per annum.

TAXES. We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. Sales or use tax due upfront will be payable over the term with a finance charge.

END OF TERM. At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew month to month unless a) we receive written notice from you, at least 30 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If a Purchase Option is indicated above and you are not in default on the End Date, you may purchase the Equipment from us "AS IS" for the Purchase Option price. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the amount we paid for the Equipment.

DEFAULT/REMEDIES. If a payment becomes 10+ days past due, or if you otherwise breach this Agreement, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, discounted at 3% per annum; and we may disable or repossess the Equipment and use all other legal remedies available to us. You agree to pay all costs and expenses (including reasonable attorney fees) we incur in any dispute with you related to this Agreement. You agree to pay us 1.5% interest per month on all past due amounts.

UCC. You agree that this Agreement is (and/or shall be treated as) a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

MISCELLANEOUS. This Agreement is the entire agreement between you and us relating to the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature. If a court finds any provision of this Agreement unenforceable, the remaining terms of this Agreement shall remain in effect. You authorize us to either insert or correct the Agreement number, serial numbers, model numbers, beginning date, and signature date, and acknowledge that if your Vendor filled in any blanks above, they did so on your behalf. All other modifications to the Agreement must be in writing signed by each party.

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation.