

CONTRACT FOR COURT FINES AND FEES COLLECTION SERVICES

STATE OF TENNESSEE
COUNTY OF ANDERSON

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SECTION I. PARTIES TO THE CONTRACT

1.01 This contract, hereinafter called "Contract," is made and entered into by and between the Anderson County Circuit Court Clerk, State of Tennessee, hereinafter called "the Client" and Perdue, Brandon, Fielder, Collins & Mott, L.L.P., hereinafter called "Perdue Brandon."

1.02 This Contract supersedes all prior oral and written agreements between the parties and can only be amended if done so in writing and signed by all parties. Furthermore, this Contract cannot be transferred or assigned by either party without the written consent of all parties.

1.03 The Client employs Perdue Brandon to enforce the collection of delinquent court fines, fees, and court costs pursuant to the terms and conditions described in this Contract.

1.04 Now, therefore, in consideration of the covenants, conditions and agreements hereinafter set forth, the adequacy of which is hereby acknowledged, the Client and Perdue Brandon agree as follows:

SECTION II. CLIENT'S COLLECTION OBLIGATIONS

2.01 The Client agrees to refer accounts to Perdue Brandon for collection, at minimum, on or about the first (1st) or the fifteenth (15th) of each month. The Client shall refer all delinquent accounts by electronic or magnetic medium, if available, or in any other way that is most favorable to the Client. All delinquent accounts should be in a specified format that will allow Perdue Brandon to process the account data.

2.02 An account can be referred to collection if not paid within 6 months from the adjudication date per TN Code 40-24-105.

SECTION III. PERDUE BRANDON'S COLLECTION OBLIGATIONS

3.01 Perdue Brandon agrees to use its best efforts to collect the delinquent accounts received from the Client and to comply with all provisions of state and federal law and regulations promulgated pursuant thereto in the rendition of collection services contemplated by this Contract.

3.02 Perdue Brandon will make its proprietary Automated Assistant program and all the reports therein and as developed, available to the Client's designated staff, at no charge during the term of this Contract.

3.03 Perdue Brandon may institute an action to collect fines and costs in a judicial proceeding upon the Client's request.

SECTION IV. COLLECTION FEE

4.01 The Client agrees to authorize an additional collection penalty and pay Perdue Brandon as set forth below. The Client agrees that this additional collection penalty is authorized under Tennessee law and the Client deems the fee listed below as reasonable in order to effect court collections owed to this entity.

4.02 _____ percent (____%) of the collected fines, fees, and court costs of any account referred to Perdue Brandon, regardless of whether payment on the account is received by the Client or received by Perdue Brandon on Client's behalf. The collection fee shall be added to the account, regardless of whether the payment is partial or in its entirety.

SECTION V. EXCEPTIONS TO THE COLLECTION FEE

5.01 The compensation to be paid to Perdue Brandon in Section IV. COLLECTION FEE does not apply where the defendant has been determined by the court of original jurisdiction to be indigent, or has insufficient resources or income, or is otherwise unable to pay all or part of the underlying fine or costs. Nor will the compensation apply to a case that has been dismissed by a court of competent jurisdiction or to any amount that has been satisfied through time-served credit or community service. The Client retains the sole discretion to remove any account from Perdue Brandon's possession for any reason, without recourse and regardless of whether an account is in a payment plan or litigation.

SECTION VI. METHOD OF PAYMENT

6.01 Perdue Brandon shall send to Client and in the format required by the Client, information regarding all monies collected. Within two days after availability of funds, Perdue Brandon will forward the monies due to the Client. After the Client receives full payment for the debt owed on an account, Perdue Brandon may retain the additional collected _____% Collection Fee.

6.02 In the case where a defendant makes a payment to the Client in response to collection efforts taken by Perdue Brandon, the payment shall be subject to the _____% Collection Fee, and the fee shall be remitted to Perdue Brandon monthly.

SECTION VII. COMMENCEMENT AND TERMINATION OF CONTRACT

7.01 This Contract is for an initial period beginning on the execution date in 2022 and ending on the same date in 2024. After the initial period, this Contract shall automatically renew and continue in full force and effect thereafter from year to year for additional twelve-month periods on the same terms and conditions unless either party delivers written notice to the other party of its intent to terminate this Contract at least 60 days prior to each renewal date of this Contract.

7.02 Upon the receipt of 60 days' notice of termination, Perdue Brandon shall have 30 days to cure any deficiencies stated by the client. After the opportunity to cure has expired, Perdue Brandon shall have the right to meet with the Client to determine if deficiencies have been cured to the Client's satisfaction. If deficiencies have been cured to client's satisfaction, this Contract will continue in full effect under the terms contained herein. If deficiencies have not been cured to client's satisfaction, this Contract shall be terminated.

7.03 Upon termination, Perdue Brandon shall have an additional six months to complete work on all delinquent accounts referred from the Client prior to the notice of termination and will be entitled to compensation on such accounts if collected.

SECTION VIII. NOTICES

8.01 For purposes of sending notice under the terms of this Contract, all notices from the Client shall be sent to Perdue Brandon by certified United States mail, or delivered by hand or courier, and addressed as follows:

Perdue, Brandon, Fielder, Collins & Mott, LLP
Attn: Mike Darlow
1235 North Loop West, Suite 600
Houston, Texas 77008
Telephone Number: 713-862-1860

8.02 All notices from Perdue Brandon shall be sent to the Client by certified United States mail, or delivered by hand or courier, and addressed as follows:

Anderson County Circuit Court Clerk

Attn: Name

Street

City, State, Zip Code

Telephone Number

SECTION IX. VENUE AND CONTROLLING LAW

9.01 This Contract is made and is to be interpreted under the laws of the State of Tennessee. Venue for any disputes involving this Contract shall be in the appropriate courts in Anderson County, Tennessee.

SECTION X. INDEPENDENT CONTRACTOR

10.01 In consideration of the terms and compensation herein stated, it is expressly agreed that Perdue Brandon is an independent contractor and not an employee, agent, partner or joint venturer with the Client.

SECTION XI. SEVERABILITY

11.01 Every provision of this Contract is intended to be severable. If any term or provision hereof is hereafter deemed by a court of competent jurisdiction to be illegal, invalid, void or unenforceable, for any reason or to any extent whatsoever, such illegality, invalidity, or unenforceability shall not affect the validity of the remainder of this Contract, it being intended that such remaining provisions shall be construed in a manner most closely approximating the intention of the parties with respect to the illegal, invalid, void or unenforceable provision or part thereof.

SECTION XII. INSURANCE PROVISION

12.01 During the Term, Perdue Brandon shall maintain insurance as needed to perform the requirements of this Contract.

SECTION XIII. ADVICE OF COUNSEL

13.01 The parties acknowledge, agree, represent, and warrant that they were advised to seek independent legal counsel before deciding to enter into this Contract and that they were provided an opportunity to do so and have done so and waive any claim or defense based upon their failure to seek advice of counsel.

SECTION XIV. CONSTRUCTION

14.01 This agreement was prepared after negotiations between the parties hereto, and if any ambiguity is contained herein, then in resolving such ambiguity no weight shall be given in favor of or against any party on account of its drafting this Contract. Every covenant, term, and provision of this Contract shall be construed simply according to its fair meaning.

SECTION XV. MISCELLANEOUS

15.01 Perdue Brandon and the Client shall indemnify, hold harmless and defend each other against claims of liability or loss incurred by the non-offending party to the extent caused by the offending party's acts or omissions in the performance of this Contract. Such acts or omissions are expressly limited to those that constitute negligent failure, contractual misrepresentations, or willful malfeasance in performance of obligations under this Contract. Such indemnity includes any judgment against non-offending party including reasonable attorney's fees, and necessary litigation expenses related to defending the matter.

15.02 This Contract is executed by a representative of the Client who is authorized to execute this instrument. The person executing said document attests that they have authority under Tennessee law to execute this document on behalf of the Client and that their signature allows Perdue Brandon to proceed with collections. This Contract may be executed in any number of counterparts, and each counterpart

shall be deemed an original for all purposes. Signed facsimiles or electronically signed Contracts shall be binding and enforceable.

WITNESS the signature of all parties hereto this ____ day of _____, 2022.

ANDERSON COUNTY CIRCUIT COURT CLERK

By: _____
Name

Title

APPROVED AS TO LEGAL FORM


N. Jay Yeager
Anderson County Law Director

PERDUE, BRANDON, FIELDER, COLLINS & MOTT, L.L.P.

By: _____
For the Firm



Anderson County Purchasing Department

Royden Crocker
Anderson County Courthouse
100 North Main Street, Room 214
Clinton, Tennessee 37716-3617

Phone - (865) 457-6251
Fax - (865) 264-6252
Email - rcrocker@andersoncountyttn.gov
Web - www.AndersonCountyTN.gov

Memorandum

Date: April 5, 2022

To: Jay Yeager, Law Director

From: Royden Crocker

Subject: CONTRACT AMENDMENT TWO (2)

- Waste Connections, Inc.
- Amend Wages and Hours of Operation
- Anderson County Solid Waste
- Term: 7/1/2022 to 6/30/2025

Please review the enclosed contract and approve to legal form. Thank you.



Contract Amendment

Anderson County Courthouse
Purchasing Department
100 North Main Street, Suite 214
Clinton, Tennessee 37716-3617

Phone - (865) 457-6218
Fax - (865) 264-6252
Email - purchasing@andersoncountyttn.gov
Web - www.AndersonCountyTN.gov

Date: April 5, 2022

Amendment: Two (2)

Vendor: Waste Connections, Inc., Bid 4566 – Refuse Collections

Contract Number: 15-0169

Anderson County Government issues Contract Amendment Two (2).

This amendment confirms that Anderson County will accept the increase of Convenience Center attendant wages to \$15.00 per hour as part of the Operations of Convenience Centers Cost (Exhibit 1, Pricing Response for Discrete Collection and Convenience Centers).

This amendment also confirms that Anderson County will change the Hours of Operation at all Anderson County Convenience Centers to 8 a.m. to 6 p.m. (10 hours per day) Monday through Saturday, beginning July 1, 2022.

Both of these changes are contingent upon Waste Connections agreement that the wage increase as part of the Operations of Convenience Centers Cost will not be subject to the annual CPI adjustment through the end of the current contract and future contract extensions.

Contractor

Signature Date

Printed Name

Title

Name of Company

Address

City, State Zip

Anderson County Government

Administrative Approval

Robert Holbrook, Finance Director Date

Terry Frank, County Mayor Date

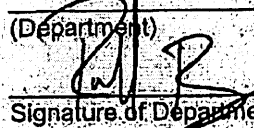
Approved as to Form

N. Jay Yeager, Law Director Date

ANDERSON COUNTY GOVERNMENT PROPERTY DISPOSITION AND SURPLUS RECORD

- Property declared to be surplus may be transferred to another Anderson County office or be sold at internet auction.
- The IT Department will manage the disposition of hard drives.
- The Vehicle Inspection Form is to be used to sell vehicles. A police report must accompany this form if the property was stolen.
- Transferring property to an Entity outside of Anderson County requires Purchasing Committee and County Commission approval.
- This form should be emailed to Surplus@andersontn.org

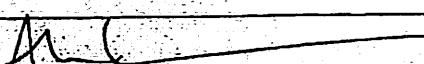
Sheriff's Department requests to surplus property as detailed below.
(Department)

 03/08/2022
Signature of Department Head/Elected Official Date

Asset Tag Number (N/A if no Tag)	Property Description (Vehicles: list Year, Make, Model and Location)	Serial Number/ VIN Number (N/A if no Serial No.)	Property Condition (Working, inoperable, unknown)
	See Attached List		

Attach additional sheet(s) if necessary.

Property Disposition Method (check applicable box)

Internet Auction Fund #: _____ Fund Description: _____ (Attach photos of item(s) to record)	Purchasing Office Use Only Govdeals ID#: _____ Date: _____ Sale Amount: \$ _____ Date removed from Asset Listing: _____
Transfer Property To: <u>F-911</u> (Department)  Signature of Receiving Department Head/Elected Official	
Date: <u>03/08/2022</u> Date	
Trade In Purchase Order Number of Trade in: _____	
Stolen or Lost (Attach copy of Police Report)	
Property Destroyed (Attach explanation)	

Received by Purchasing Office: _____
(Date)

Deputy Purchasing Agent Signature: _____

Make	Model	Equipment Description	Serial Number	Value	Department
		Antennas/Transmissions Lines		19,500	Law Enforcement
DBSpectra	DB3826-WP	RX Filter Windrock Mountain	H29388001-2	2,500	Law Enforcement
DBSpectra	DB4368-2B	TX Combiner Windrock Mountain	H29453002-1	5,000	Law Enforcement
DBSpectra	DB4368-4B	TX Combiner Cross Mountain	H29453001-1	5,000	Law Enforcement
DBSpectra	DBMORX-08LC	RX Multicoupler Cross Mountain	H29245001-1	1,600	Law Enforcement
DBSpectra	DBMORX-08LC	RX Multicoupler Windrock Mountain	H29245002-1	1,600	Law Enforcement
Midland	71-0150B	Lo Band A1	231400229	5,000	Law Enforcement
Midland	71-0150B	Lo Band A2	231400230	5,000	Law Enforcement
Motorola	SD 12	Repeater Bice Lane	512CEM0663	9,000	Law Enforcement
Motorola	FD North	Repeater Cross Mountain	512CDVv0461	9,000	Law Enforcement
Motorola	FD South	Repeater Windrock Mountain	512CDVv0462	9,000	Law Enforcement
Motorola	GR1225 Chan 15	Repeater Reservoir Hill		2,000	Law Enforcement
Motorola	GR1225 Chan 16	Repeater Black Oak Ridge		2,000	Law Enforcement
Motorola	Quantar Chanel 1	Repeater	448CGF0197	13,000	Law Enforcement
Motorola	Quantar Chanel 2	Repeater	448CGF0198	13,000	Law Enforcement
Motorola	SD 11	Repeater Cross Mountain	512CEM0662	9,000	Law Enforcement
Motorola	XPR8400 CIU North	RPTR Cross Mtn.	484TPA2893	2,900	Law Enforcement
Motorola	XPR8400 CIU South	RPTR Windrock Mtn.	484TPA2896	2,900	Law Enforcement
Raytheon/JPS	ACU-M Interop con	Radio		5,000	Law Enforcement
Raytheon/JPS	ACU-T Interop con	Radio		5,000	Law Enforcement
Raytheon/JPS	ACU1000 Interop c	Radio		25,000	Law Enforcement
TPL PA	1-IDEM-RXRP	Lo Band A2	1004	1,000	Law Enforcement
TPL PA	1-IDEM-RXRP	Lo Band A1	1003	1,000	Law Enforcement
DBspectra	DB3826-WP	UHF Dual Receive Window Filter	H29388001-1	2,500	Law Enforcement



Anderson County Purchasing Department

Royden Crocker
Anderson County Courthouse
100 North Main Street, Room 214
Clinton, Tennessee 37716-3617

Phone - (865) 457-6251
Fax - (865) 264-6252
Email - rcrocker@andersoncountyttn.gov
Web - www.AndersonCountyTN.gov

Memorandum

Date: April 5, 2022
To: Jay Yeager, Law Director
From: Royden Crocker
Subject: LEASE AGREEMENT

- BMC Office Technology
- Printer Machine
- Anderson County Clerk
- Term: 5/1/2022 to 4/30/2027

COPY

Please review the enclosed contract and approve to legal form. Thank you.



COST PER IMAGE AGREEMENT

GREATAMERICA FINANCIAL SERVICES CORPORATION
625 FIRST STREET SE, CEDAR RAPIDS IA 52401
PO BOX 609, CEDAR RAPIDS IA 52409-0609

AGREEMENT NO.: 1758657

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: Anderson, County Of DBA Anderson County Commission

ADDRESS: 100 N Main St

Clinton TN 37716-3815

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 MFP System	<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"/>						
	<input type="checkbox"/>						
TOTAL CONSOLIDATED MONTHLY IMAGE ALLOWANCE AND EXCESS PER IMAGE CHARGES (IF CONSOLIDATED)				0	0	.02	.06

EQUIPMENT LOCATION: As Stated Above

METER FREQUENCY: Monthly

TERM IN MONTHS: 60

MONTHLY BASE PAYMENT AMOUNT: \$43.16 (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)

CUSTOMER

SIGNATURE

PRINT NAME & TITLE

DATE

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

GreatAmerica Financial Services Corporation

OWNER

SIGNATURE

PRINT NAME & TITLE

DATE



Office Technology

Business Machines Company
3132 Morris Avenue
Knoxville, TN 37909

Service Agreement

Date 4/5/2022
Customer # AC26
Representative Allen Steele

Ship To	
Anderson County Commission	
100 N Main St suite 118	
Clinton, TN 37716	
Contact:	Annette Prewitt
Meter Contact:	Annette Prewitt
Meter Method:	KFS
E-Mail:	0 (865) -

BILL TO
Anderson County Commission
100 N Main St
Clinton, TN 37716

Installation and Service Agreement Options

Maintenance Type: FSM

Contract Start Date:

Contract Length (months):	60
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Notes:

	Base Rate	Base Allowance	Base Billed	Overage	Overage Billed
B/W	\$ 0.02	0	Monthly	\$ 0.0200	Monthly
Color Tier 3	\$ 0.06	0	Monthly	\$ 0.060	Monthly
Color Tier 2	\$ -	0		\$ -	
Color Tier 1	\$ -	0		\$ -	
Connection Support	\$ -	0		\$ -	
Solutions	\$ -	0		\$ -	

If wide-format, billing is per square foot

Make/Model	Serial Number	ID Number	B/W Start Meter	Color Start Meter
1 Epson WF-C579R MFP				

By executing this agreement, I acknowledge that I have read and understand this agreement and I certify that I am authorized to execute this agreement on behalf of customer. Authorized signature acknowledges terms, conditions and expiration dates or meter readings. The terms and conditions on the face and reverse side of this agreement correctly set forth the entire agreement between parties.

Customer Acceptance		Dealer Representative		
Authorized Signature/Date	Print Name	Title	Signature	Date

**OFFICE OF THE COUNTY LAW DIRECTOR
ANDERSON COUNTY, TENNESSEE**

101 South Main Street, Suite 310
CLINTON, TENNESSEE 37716

N. JAY YEAGER
Law Director

TELEPHONE: (865) 457-6290
FACSIMILE: (865) 457-3775
Email: jyeager@aclawdirector.com

April 6, 2022

VIA HAND DELIVERY

The Honorable Terry Frank
Anderson County Mayor
100 N. Main Street, Room 208
Clinton, TN 37716

Re: ETHRA Lease Agreement

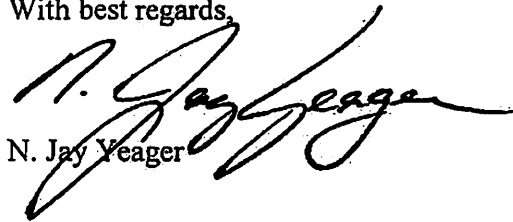
Dear Terry:

Pursuant to your request today, we have drafted a new lease agreement between Anderson County and ETHRA regarding office space in the Emory Valley Center. After review of this document, we are of the opinion that it meets all mandates under Tennessee law for contract formation and we have subsequently approved this lease as to legal form.

We have enclosed the original of the lease signed and approved by Mr. Yeager for your files.

If you have additional questions or concerns regarding this issue or any other legal issue, please feel free to call us at your earliest convenience.

With best regards,



N. Jay Yeager

Enclosures: 5 pages

LEASE AGREEMENT
(ETHRA)

This lease agreement, made and entered into on this the 1st day of April 2022, by and between Anderson County, (hereinafter referred to as Lessor), and East Tennessee Human Resource Agency (ETHRA) of Oak Ridge, Tennessee, (hereinafter referred to as Lessee).

WITNESSETH:

WHEREAS, Lessor desires to lease certain commercial office space located at 728 Emory Valley Road within the corporate limits of the City of Oak Ridge, in the Second Civil District of Anderson County, Tennessee, and more particularly described in Exhibit A, attached hereto, which is made a part of this lease; and

WHEREAS, Lessee desires to lease said office space upon the terms and conditions hereinafter set forth.

WHEREAS, the parties, in consideration of the mutual covenants and agreements contained herein, the sufficiency of which is hereby accepted, do hereby agree as follows:

1. Lessor shall lease to Lessee and Lessee does hereby agree to lease the office space located at 728 Emory Valley Road. The Lessor and Lessee agree that, for the purpose of calculating rental and leased floor space for the purposes of this agreement, the space leased hereunder shall be Three Thousand Eight Hundred Sixty Nine (3,869) square feet at a rate of Six Dollars and 15/100 (\$6.15) per square foot per year for the first three (3) year term of this lease, as shown to Lessee or Lessee's representatives by representatives of Lessor.
2. This lease shall commence effective the **1st day of April 2022**, continuing for a period of three (3) years, and expiring the **31st day of March 2025**, unless renewed under the provisions for such renewal as hereinafter set forth. Lessee shall pay an annual rental in the amount of Twenty Three Thousand Seven Hundred Ninety Four Dollars and 35/100 (\$23,794.35), to be paid in consecutive monthly installments, with each installment to be in the amount of One Thousand Nine Hundred Eighty Two Dollars and 86/100 (\$1,982.86), payable in advance. The payments of said monthly rental shall be due on the first day of each month during the term of this lease agreement.
3. Lessee shall be responsible for custodial services, to include interior cleaning and cleaning of interior windows, and agrees that it will maintain

the leased area in a reasonable state of cleanliness. Lessor shall provide exterior window cleaning.

4. Lessor will maintain and furnish custodial services for the elevator, elevator lobby, and center core corridor, the parking and driveway areas, and in the equipment rooms. Lessor will maintain all heating and cooling equipment and will repair defective electrical outlets within the leased areas. Lessee shall provide for all light bulbs and consumable maintenance supplies.
5. Lessee shall provide its own door signs, or other signs. However, all signs shall meet standards set by the Lessor and proposals for signs must be presented to Lessor prior to installation. Any modification of the area leased shall be subject to written approval by the Lessor. A directory of offices shall be provided to and maintained by the Lessor.
6. Lessee, its agents, employees, guests and invitees are permitted to use the parking area, but Lessor shall not be responsible for security in the parking area and shall not be responsible for losses to, or damage to vehicles in the parking area.
7. Payment for janitorial services within the demised premises shall be the responsibility of the Lessee. Lessor shall be responsible for all maintenance items for the entire building, including maintaining the heat and air conditioning systems.
8. Except as noted herein or as may otherwise be agreed in writing in any addendum to this lease, any alterations, additions or improvements made to the demised premises, whether with or without consent of the Lessor, shall become the property of the Lessor, with the exception of bookcases, and shall remain upon the premises and be surrendered with the premises upon the termination of this lease agreement and any renewals or extension thereof. The Lessor and Lessee agree that any specialized equipment that shall be placed within the demised premises by the Lessee, and being described as special electronic equipment, computer equipment, or specialized telephones, shall not become the property of the Lessor and shall be trade fixtures and as such be removable by the Lessee at the end of the term of this lease as provided herein; provided, however, that the Lessee shall make sufficient repairs to the building to return the demised premises to a reasonable state of repair consistent with the state of the premises as though such equipment had not been installed.

9. Lessee shall not assign or sublet the demised premises without the expressed written approval of the Lessor, which shall not be unreasonably withheld.
10. Lessor shall have the option, on ten (10) days notice to terminate this agreement in the event that Lessee has filed against it, or voluntarily files, in either state or federal court any proceeding with respect to insolvency or bankruptcy of Lessee.
11. Condemnation proceedings resulting in the condemnation of a part of the premises leased herein, but leaving the remaining premises usable by Lessee for the purpose of its business will not terminate this lease unless Lessor, at its option, terminates the lease by giving written notice of termination to Lessee. The effect of any condemnation, where the option to terminate is not exercised, will be to terminate the lease as to that portion of the premises condemned, and the lease of the remainder of the demised premises shall remain intact. The rental for the remainder of the lease term shall be reduced proportionately to the area lost. This provision shall not be applicable to condemnation of a portion or all of the parking area. Lessee hereby assigns and transfers to Lessor any claim it may have to compensation for damages as a result of any condemnation.
12. Lessor covenants and represents that the premises at the time of occupancy by Lessee shall be in a fit condition for use by Lessee, subject to any installation by Lessee of specialized equipment as hereinbefore set forth. Acceptance of the premises by Lessee shall be construed as recognition that the premises are in good state of repair and in a sanitary condition. Lessee shall surrender the premises at the conclusion of the lease term, or any renewal or extension thereof, in the same condition as when Lessee took possession, reasonable use and fair wear and tear, and loss by acts of God, including fire and storms, excepted. Upon surrender, Lessee shall remove all business signs placed on the premises by Lessee and shall restore the portion of the premises on which such signs were placed to the same condition as when received.
13. If the premises are totally destroyed, or so substantially damaged as to be untenable by storm, fire, earthquake, or other casualty, this lease shall terminate as of the date of such destruction or damage, and rental shall be accounted for as between Lessor and Lessee as of that date. If the premises are damaged but not rendered wholly untenable by any such casualty, rental shall abate as determined by the Lessor and Lessee in proportion as the premises have been damaged, and Lessor shall restore as promptly as practicable, whereupon full rent shall recommence.

14. If suit is instituted for the collection of any rental due and owing under this lease, Lessee shall be responsible for reasonable attorney fees in addition to the amount of rent due and owing, and such attorney fees shall become a further part of the indebtedness owed by Lessee to Lessor.
15. Lessor shall, on default with respect to any of the provisions of this lease by Lessee, including payment of the rental as provided herein, provide Lessee written notice of any such breach. Following the date of the written notice, Lessee shall have fourteen (14) days to correct such deficiencies. If the condition cannot be corrected within fourteen (14) days, Lessee shall have a reasonable time to complete the correction, except that nothing contained herein shall extend the period of time for payment of any delinquent rental due under this agreement.
16. Lessee agrees that all personal property, trade fixtures and other articles taken upon the demised premises by Lessee, its agents, representatives, employees or assigns, shall be at the sole risk of Lessee. Lessor shall have no responsibility for the theft of same or any damages caused by the act of any co-tenant, or agent, employee or invitee of the Lessee or Lessor herein except for such as may be caused by willful acts of Lessor.
17. Any and all remedies provided by law for the enforcement of the provisions of this lease are not exclusive, and Lessor shall be entitled to pursue either the rights set forth in this agreement or remedies authorized by law or both. Lessee shall be liable for any costs or expenses incurred by Lessor in enforcing any terms of this lease agreement or in pursuing any legal action for the enforcement of Lessor's rights.
18. Lessor agrees hereunder and represents to Lessee that it is the owner of the property to be leased pursuant to this lease agreement and that the signing of this agreement by Lessor's authorized representative is with full authority to execute same on behalf of Anderson County. The undersigned person signing for Lessee acknowledges that he/she has full and complete authority to act on behalf of the leasing corporation, leasing partnership, or leasing individual, and that such lease agreement is, and shall be, binding upon the leasing entity and its assigns and successors in interest.
19. Lessor and Lessee agree that this lease agreement constitutes the entire agreement between the parties hereto and shall not be altered, modified, amended or deleted, except by a document executed in writing and signed by the parties hereto, either themselves or through their respective representatives.

IN WITNESS WHEREOF, the parties have executed this lease agreement

this _____ day of _____, 2022.

LESSOR:

ANDERSON COUNTY, TENNESSEE

By: _____
Terry Frank, County Mayor

By: _____
Robby Holbrook, Finance Director

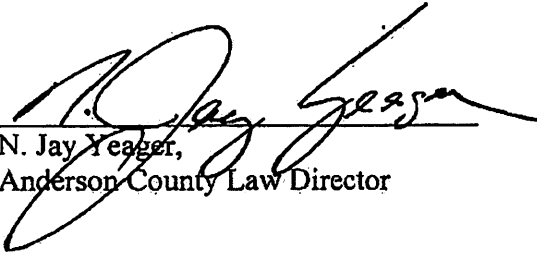
LESSEE:

EAST TENNESSEE HUMAN RESOURCE AGENCY
(ETHRA)

By: _____

Title: _____

APPROVED AS TO FORM:



N. Jay Yeager,
Anderson County Law Director