

Anderson County Board of Commissioners
OPERATIONS COMMITTEE
AGENDA

July 8, 2024
6:00 p.m. Room 312

- 1. Call to Order**
- 2. Prayer / Pledge of Allegiance**
- 3. Approval of Agenda**
- 4. Appearance of Citizens**
- 5. ASAP Quarterly Update** – by Shayla Wilson, Executive Director
- 6. Issue of Senior Center Parking lot for overnight parking** – requested by Mayor Frank
- 7. Anderson County Veterans discussion** - requested by Commissioner Wandell
- 8. Departmental Spending 12-year review discussion** – requested by Commissioner Wandell
- 9. Law Director's Report**
 1. Resolution to Terminate the Nationwide 457(b) retirement plan
 2. Soccer Field Lease Amendment for East TN Futbol
 3. Temporary Use License and Release of Liability Form for additional users of the Soccer Field
 4. Fire Commission Bylaws – Amendment to include constables as non-voting associate members
 5. Historic Black Family Cemetery Gate Agreement – Revised by TVA
 6. Resolution to Establish Protocol and Procedures for the Disbursement of Opioid Abatement Funds
 7. Temporary Use Agreement for the Senior Center Parking lot – Go to Travel
- 10. Strategic Planning Discussion**

Unfinished Business

New Business

Adjourn

Anderson County, Tennessee
Board of Commissioners
RESOLUTION NO. 24-07-1176

RESOLUTION AUTHORIZING ANDERSON COUNTY TO TERMINATE THE 457(B) DEFERRED COMPENSATION PLAN PROVIDED THROUGH NATIONWIDE.

WHEREAS, in 1984 Anderson County Government, by and through the Employee Benefit Trust established an employee retirement account through a 457(b) deferred compensation plan offered through Nationwide Retirement Solutions; and

WHEREAS, in 2019 Anderson County, Tennessee, through the Anderson County Board of Trustees acting for the Employee Benefit Trust decided to consolidate and transfer all employee retirement accounts including employee assets in the Nationwide 457(b) Plan to the Tennessee Consolidated Retirement System that offered 401(k) and 457(b) plans in conjunction with the TCRS Defined Benefit Retirement Plan. At that time, Anderson County sent a letter of intent to Nationwide to terminate and freeze employee assets in the Nationwide Plan (Exhibit 1); and

WHEREAS, the five-year grace period has now expired and all employee retirement funds have been transferred to the Tennessee Consolidated Retirement Plans. Nationwide is requiring an Amendment, attached to this Resolution as Exhibit 2, to modify and terminate the Anderson County Tennessee 457(b) Deferred Compensation Plan to be executed by Anderson County, Tennessee, to effectively terminate the Plan.

NOW, THEREFORE, BE IT RESOLVED by the Anderson County Board of Commissioners meeting in regular session this 15th day of July 2024 that we hereby modify and terminate the 457(b) Deferred Compensation Plan provided through Nationwide and authorize the County Mayor and Chairman to execute all required documents needed to facilitate the termination of the Nationwide 457(b) Plan. This Resolution shall take effect immediately upon approval of the Anderson County Legislative Body.

RESOLVED this 15th day of July 2024.

H. Tyler Mayes, Chair, Bd. of Comm.

Terry Frank, County Mayor

ATTEST: Jeff Cole, County Clerk

CERTIFICATE OF ADOPTING RESOLUTION

The undersigned authorized representative of Anderson County Tennessee (the Employer) hereby certifies that the following resolutions were duly adopted by Employer on _____, _____, and that such resolutions have not been modified or rescinded as of the date hereof;

RESOLVED, the Amendment to modify and terminate the Anderson County Tennessee 457(b) Deferred Compensation Plan (the Amendment) is hereby approved and adopted and that an authorized representative of the Employer is hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more copies of the amendment.

The undersigned further certifies that attached hereto is a copy of the Amendment approved and adopted in the foregoing resolution.

Date: _____

Signed: _____

[print name/title]

AMENDMENT FOR TERMINATING DEFINED CONTRIBUTION PLAN

Anderson County Tennessee, (“Employer”), adopts this Amendment to the Anderson County Tennessee 457(b) Deferred Compensation Plan (“Plan”).

ARTICLE I PREAMBLE

- 1.1 **Adoption and effective date of Amendment.** The Employer adopts this Amendment to terminate the Plan effective as of the “Effective Date of Plan Termination” specified in Amendment Section 2.1 below.
- 1.2 **Superseding of inconsistent provisions.** This Amendment supersedes the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment.
- 1.3 **Construction.** Except as otherwise provided in this Amendment, any reference to “Section” in this Amendment refers only to sections within this Amendment and is not a reference to the Plan. The Article and Section numbering in this Amendment is solely for purposes of this Amendment, and does not relate to the Plan article, section or other numbering designations.

ARTICLE II EFFECTIVE DATE, CONTRIBUTIONS, AND DISTRIBUTION

The Employer must complete 2.1.a. below.

- 2.1 **Plan Termination.** The Plan is terminated as of the Effective Date of Plan Termination.
 - a. **The Effective Date of Plan Termination is:** August 14, 2024.
- 2.2 **Cessation of contributions.** No employees shall enter the Plan after the Effective Date of Plan Termination, and there will be no contributions for periods after such date. Furthermore, in determining any contributions prior to the Effective Date of Plan Termination, the Plan will not take into account Compensation paid after such Effective Date.
- 2.3 **Distributions.** The Plan Administrator shall direct that distributions be made to Participants and Beneficiaries within a reasonable period of time after the Effective Date of Plan Termination. Notwithstanding any provision in the Plan to the contrary, if the Plan is a Profit Sharing or 401(k) Plan that is not required to provide for distributions in the form of a qualified joint and survivor annuity pursuant to Code §§ 401(a)(11) and 417 and the Employer does not maintain another defined contribution Plan (other than an ESOP), then the Plan will distribute benefits to Participants and Beneficiaries in a lump-sum payment, regardless of the Participant's or Beneficiary's consent to such distribution.
- 2.4 **Plan Year.** The Plan Administrator will administer the Plan as though the Plan Year that includes the Effective Date of Plan Termination ends on the Effective Date of Plan Termination. This provision applies for all plan administration purposes, including the application of the Top-Heavy requirements under Code §416, the limitation year under Code §415, and any allocation conditions imposed by the Plan. However, the plan termination does not change the Plan Year for purposes of ERISA, including ERISA's reporting and disclosure requirements.

* * * * *

This Amendment has been executed this _____ day of _____,
_____.

Name of Plan: Anderson County Tennessee 457(b) Deferred Compensation

Name of Employer: Anderson County Tennessee

By: _____

[Print Name, Title]

AMENDMENT TO IMPLEMENT SECURE ACT PROVISIONS FOR TERMINATING PLAN**ARTICLE 1
PREAMBLE**

- 1.1 **Adoption and effective date of Amendment.** The Employer hereby adopts this Amendment to the Plan identified below. Except as otherwise specified in this Amendment, this Amendment is effective ("the Effective Date") on the first day of the first Plan Year beginning after December 31, 2019, or as soon as administratively feasible thereafter.
- 1.2 **Superseding of inconsistent provisions.** This Amendment supersedes the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment. Except as otherwise provided in this Amendment, terms defined in the Plan will have the same meaning in this Amendment. Most Articles include definitions which are specific to that Article.
- 1.3 **Construction.** Except as otherwise provided in this Amendment, any "Section" reference in this Amendment refers only to this Amendment and is not a reference to the Plan. The Article and Section numbering in this Amendment is solely for purposes of this Amendment, and does not relate to the Plan article, section, or other numbering designations.
- 1.4 **Intention; Construction.** The purpose of this amendment is to amend the Plan in accordance with pension related provisions of the Further Consolidated Appropriations Act of 2019 ("FCAA") in general, and Division O of that Act, the Setting Every Community Up for Retirement Enhancement Act of 2019 ("SECURE"), in specific. It also addresses a provision of the Bipartisan American Miners Act ("BAMA"), which is also part of FCAA. The provisions of this Amendment shall be interpreted and applied to be consistent with FCAA.

**ARTICLE 2
IDENTIFICATION; ELECTIONS****2.1 Identifying information.**

A. Name of Employer: Anderson County Tennessee

B. Name of Plan: Anderson County Tennessee 457(b) Deferred Compensation Plan

C. Type of Plan (*check one*)

- (1) ☐ 401(k) Plan
- (2) ☐ Profit-Sharing Plan (other than a 401(k) plan)
- (3) ☐ Money Purchase Pension Plan
- (4) ☐ Defined Benefit Plan (including a cash balance plan)
- (5) ☐ 403(b) Plan
- (6) ☒ 457(b) Plan (check one): ☒ Governmental employer ☐ Tax-exempt employer

2.2 **Plan Type Definitions.** "Qualified Plan" means a 401(k) Plan, Profit-Sharing Plan, Money Purchase Pension Plan or Defined Benefit Plan. "Defined Contribution Plan" means a Qualified Plan other than a Defined Benefit Plan.

2.3 **Default Provisions.** The following provisions apply except to the extent the Employer makes a different election in one or more of Sections 2.4 through 2.9.

- a. **The Plan does not make birth/adoption distributions described in Article 5.**
- b. **Distribution of RMDs will begin for Affected Participants no sooner than April 1 of the calendar year following the year the Participant attains age 72.**
- c. **Participants will not be able to take in-service distributions from Money Purchase Pension Plans, Defined Benefit Plans, or Governmental 457(b) Plans at age 59½.**

- d. **The Plan will not make distributions of Lifetime Income Investments as described in Article 9.**
- e. **If the Plan is a QACA, the automatic deferral percentage will not exceed 10%.**
- f. **The Plan (if a retirement income account plan described in Code §403(b)(9)) does not cover employees of organizations affiliated with the Employer (other than Participating Employers).**

Skip Sections 2.4 through 2.9 if you accept the default provisions listed in Section 2.3. Any entry in Sections 2.4 through 2.9 will override the corresponding default.

- 2.4 ☐ **Birth/Adoption Distributions.** The provisions of Article 5, dealing with distributions following birth or finalized adoption APPLY as follows: *(Check (a) or (b). Check (c) if applicable.)*
- (a) ☐ The provisions apply effective January 1, 2020.
 - (b) ☐ The provisions apply effective _____, *(Enter date after December 31, 2019.)*
 - (c) ☐ Distributions are not available from the following accounts: _____ (e.g. matching contributions, or accounts in which the Participant is not fully vested).
- 2.5 ☐ **RMD Timing.** Distribution of RMDs to Affected Participants, as described in Article 6, will NOT be delayed on account of this Amendment (i.e., distributions will generally commence no later than April 1 of the calendar year following the year the Affected Participant attains age 70½), in accordance with Section 6.5.
- 2.6 ☐ **In-Service Distributions.** The provisions of Article 8, dealing with in-service distributions at age 59½ for pension plans and governmental 457(b) plans, APPLY as follows. If 2.6 is selected and 2.6(c) is not selected, in-service distributions are permitted at age 59½. *(Check (a) or (b). Check (c) if applicable.)*
- (a) ☐ The provisions apply effective on the first day of the first Plan Year beginning after December 31, 2019.
 - (b) ☐ The provisions apply effective _____ *(Enter date after the first day of the First Plan Year beginning after December 31, 2019.)*
 - (c) ☐ Age at which in-service distributions are permitted _____ *(Enter age greater than 59½.)*
- 2.7 ☐ **Distributions of Lifetime Income Investments.** The provisions of Article 9, dealing with distributions of Lifetime Income Investments, APPLY effective _____ *(Enter date after the first day of the First Plan Year beginning after December 31, 2019.)*
- 2.8 ☐ **QACA Maximum Automatic Deferrals.** The provisions of Article 11, dealing with the maximum automatic deferral percentage for a QACA, APPLY effective _____ *(Enter date after the first day of the First Plan Year beginning after December 31, 2019.)*
- 2.9 ☐ **Retirement Income Accounts.** The provisions of Article 13, dealing with retirement income account plans described in Code §403(b)(9), APPLY effective _____. *(Enter effective date.)*
For purposes of Section 13.2, the following individuals are Specified Individuals: *(Select any that apply.)*
- (a) ☐ A duly ordained, commissioned, or licensed minister of the Employer in the exercise of his or her ministry.
 - (b) ☐ An employee of one or more of the following organizations, each of which is exempt from tax under Code §501 and is controlled by or associated (as described in Code §414(e)(3)(D)) with a church or a convention or association of churches: _____
 - (c) ☐ A former Employee described in Code §414(e)(3)(B)(iii).
 - (d) ☐ Describe: _____, *(Describe or name one or more individuals or categories of individuals who will be treated as an Employee. Each such individual must be described in Code §414(e)(3)(B).)*

ARTICLE 3
ADP SAFE HARBOR NONELECTIVE PLANS – SECURE §103

- 3.1 **Application.** This Article 3 will apply only if the Plan is a 401(k) Plan. It is effective for Plan Years beginning after December 31, 2019.
- 3.2 **No need for safe harbor notice.** If the Employer makes a Safe Harbor Nonelective Contribution, then the Plan can use the ADP Safe Harbor, whether or not Participants receive a Safe Harbor Notice. However, the Plan is required to provide a Safe Harbor Notice if the plan utilizes the ACP safe harbor described in Code §401(m)(11) or (12).
- 3.3 **Retroactive adoption.** Unless the Plan at any time during the Plan Year is a Safe Harbor Match Plan, then the Employer may amend the Plan at any time within twelve months after the end of the Plan Year to provide (A) that the Employer will make a Safe Harbor Nonelective Contribution for the entire Plan Year, (B) that the Plan qualifies for the ADP Safe Harbor for the Plan Year, and (C) that the Plan will not be required to perform the ADP Test for the Plan Year. However, if the Employer adopts the amendment on or after the 30th day before the close of the Plan Year, the Safe Harbor Nonelective Contribution must be at least 4% of the Participant's Compensation.
- 3.4 **Definitions.** The following terms have the meaning set forth in this paragraph as more fully provided in the plan terms pertaining to the related subject matter. A “**Safe Harbor Nonelective Contribution**” means a contribution described in Code §401(k)(12)(C) or Code §401(k)(13)(D)(i)(II) of at least 3% of Compensation. The ADP Test means the test provided in Code §401(k)(3)(ii). The “**ADP Safe Harbor**” means the safe harbor provided by Code §401(k)(12)(A) or a Qualified Automatic Contribution Arrangement (QACA) described in Code §401(k)(13). A “**Safe Harbor Match Plan**” is a Plan which provided during the Plan Year that Participants would receive a matching contribution described in Treas. Reg. §1.401(k)-3(c) or Treas. Reg. §1.401(k)-3(k)(2). A “**Safe Harbor Notice**” is a notice described in Code §401(k)(12)(D) or Code §401(k)(13)(E).

ARTICLE 4
403(b) TERMINATION DISTRIBUTIONS – SECURE Act §110

- 4.1 **Application.** This Article 4 will apply only if the Plan is a 403(b) Plan.
- 4.2 **Custodial Accounts.** In connection with distributions upon termination of the Plan, the Plan may treat the delivery of a custodial account as a distribution, pursuant to IRS guidance required under SECURE Act §110.

ARTICLE 5
BIRTH/ADOPTION DISTRIBUTIONS – SECURE Act §113

- 5.1 **Application.** This Article 5 will apply only if (1) the Plan is a Defined Contribution Plan, a 403(b) Plan, or a Governmental 457(b) Plan, and (2) the Employer elects in Section 2.4 for this Article 5 to apply, effective on the date specified in Section 2.4.
- 5.2 **Distribution Authorized.** A Participant may request a distribution (other than from an account described in Section 2.4(c)) of up to \$5,000 (per child or Eligible Adoptee) as a QBAD. This \$5,000 limit shall be reduced by QBADs to the Participant made with respect to the same child or Eligible Adoptee by other plans maintained by the Employer or a related employer described in Code §414(b), (c), (m), or (o). However, if the Plan is a Money Purchase Pension Plan, and the Participant has not separated from service, the Participant may not take a QBAD prior to attaining the earlier of Normal Retirement Age or age 59½.
- 5.3 **Definitions.** A “**QBAD**” is Qualified Birth or Adoption Distribution described in Code §72(t)(2)(H)(iii). A QBAD must be made during the 1-year period beginning of the date on which a child of the Participant is born or on which the legal adoption of an Eligible Adoptee by the Participant is finalized. An “**Eligible Adoptee**” is an individual, other than a child of the Participant's spouse, who has not attained age 18 or is physically or mentally incapable of self-support. A individual is considered physically or mentally incapable

of self-support if that individual is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or to be of long-continued and indefinite duration. This provision shall be applied in a manner consistent with Part D of IRS Notice 2020-68.

- 5.4 **Rollover.** A Participant who received one or more QBADs from this Plan may, if the Plan then permits the Participant to make rollover contributions, make one or more contributions in an aggregate amount not to exceed the amount of such QBADs. The Plan will treat such a contribution as a rollover contribution made by direct trustee-to-trustee transfer within 60 days of distribution.
- 5.5 **Reliance.** The Plan Administrator may rely on an individual's reasonable representation that the individual is eligible to receive a QBAD unless the Plan Administrator has actual knowledge to the contrary.
- 5.6 **Status.** A QBAD is not an eligible rollover distribution for purpose of the obligation to permit a direct rollover under Code §401(a)(31), the notice requirement of Code §402(f), or the mandatory withholding rules of Code §3405(c)(1).

ARTICLE 6 REQUIRED BEGINNING DATE – SECURE Act §114

- 6.1 **Application.** This Article 6 will apply to all plans, regardless of type. It is effective with regard to RMDs required to be made after December 31, 2019.
- 6.2 **Delay of Required Beginning Date.** An Affected Participant's RBD shall not be earlier than April 1 of the calendar year following the year the Affected Participant attains age 72. For purposes of determining an Affected Participant's RBD, an Affected Participant will be treated as a more than 5% owner if he or she was a 5-percent owner (as defined in Code §416(i)(1)(B)) as to the Plan Year ending in the calendar year the Participant attains age 72.
- 6.3 **Spousal Distributions.** If an Affected Participant dies prior to the Participant's RBD, and the Participant's sole Designated Beneficiary is the Participant's surviving spouse, then the RMDs to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 72, if later.
- 6.4 **Definitions.** A Participant is an "Affected Participant" if the Participant was born after June 30, 1949. An "RMD" is a Required Minimum Distribution as described in Code §401(a)(9). A Participant's "RBD" is the Participant's Required Beginning Date as described in Code §401(a)(9)(C).
- 6.5 **Optional Distribution Timing.** If the Employer elects in Section 2.5 for this Section 6.5 to apply, the timing and form of distributions to an Affected Participant will determined as though this Article 6 had not been adopted. Distributions pursuant to this paragraph, which are not RMDs, will be treated as eligible rollover distributions for purposes of the direct rollover provisions of Code §401(a)(31).

ARTICLE 7 BENEFICIARY RMDS – SECURE Act §401

- 7.1 **Application.** This Article 7 will apply to all plans other than Defined Benefit Plans. This Article will not apply to qualified annuities described in SECURE Act §401(b)(4)(B).
- 7.2 **Effective Date.** Except as provided in Section 7.4, Article 7 will apply to Participants who die on or after the Effective Date of this Article. Generally, the Effective Date of this Article is January 1, 2020. In the case of a governmental plan (as defined in Code §414(d)), the Effective Date of this Article is January 1, 2022. The Effective Date of this Article 7 in the case of a collectively-bargained plan will be the date determined in SECURE Act §401(b)(2).

- 7.3 **10-Year Rule.** If the distributee of a deceased Participant's account is a Designated Beneficiary who is not an "Eligible Designated Beneficiary," then the Plan will distribute the account in full no later than December 31 of the 10th year following the year of the Participant's death.
- 7.4 **Beneficiary Death.** If an Eligible Designated Beneficiary dies before receiving distribution of the Beneficiary's entire interest in the Participant's account, the Plan will distribute that interest in full no later than December 31 of the 10th year following the year of the Eligible Designated Beneficiary's death. Similarly, if a Participant died before the Effective Date of this Article 7, the limitations of this Article 7 shall apply to distributions to the beneficiary of the Participant's Designated Beneficiary if the Designated Beneficiary died after the Effective Date of this Article 7.
- 7.5 **Definitions.** A distributee is a "**Designated Beneficiary**" if the individual is described under Treas. Reg. §1.401(a)(9)-4. An individual is an "**Eligible Designated Beneficiary**" of a Participant if the individual qualifies as a Designated Beneficiary and is (1) the Participant's spouse, (2) the Participant's child who has not reached the age of majority (as defined for purposes of Code §401(a)(9)(F)), (3) an individual not more than 10 years younger than the Participant, (4) a disabled individual, as defined in Code §72(m)(7), or (5) an individual who has been certified to be chronically ill (as defined in Code §7702B(c)(2)) for a reasonably lengthy period, or indefinitely. Certain trusts may be treated as Eligible Designated Beneficiaries pursuant to Code §401(a)(9)(H)(iv) and (v). When a child of the Participant reaches the age of Majority, the Plan will distribute the child's account in full no later than 10 years after that date.

ARTICLE 8 IN-SERVICE PENSION DISTRIBUTIONS – BAMA §104

- 8.1 **Application.** This Article 8 will apply only if (1) the Plan is a Money Purchase Pension Plan, a Defined Benefit Plan, or a Governmental 457(b) Plan, or, as described in 8.3 a 401(k) or Profit Sharing Plan, and (2) the Employer elects in Section 2.6 for this Article 8 to apply, effective on the date specified in Section 2.6.
- 8.2 **Distribution at 59½.** A Participant can take an in-service distribution at age 59½, or, if later, the age (if any) specified in Section 2.6(c). Such a distribution will be limited to the vested portion of Participant's accrued benefit or account and will be subject to all Plan provisions related to in-service distributions. If the Plan is a Governmental 457(b) Plan, the Plan can operationally permit distributions as early as January 1 of the calendar year the Participant attains 59½ (or such later age).
- 8.3 **Limited application to profit sharing plans.** If the Employer elects in Section 2.6 for this Article 8 to apply, this Article 8 will apply to an account in a 401(k) Plan or a Profit Sharing Plan which holds assets transferred from a Money Purchase Pension Plan or a Defined Benefit Plan.

ARTICLE 9 DISTRIBUTIONS OF LIFETIME INCOME INVESTMENTS – SECURE §109

- 9.1 **Application.** This Article 9 will apply only if (1) the Plan is a Defined Contribution Plan, a 403(b) Plan, or a Governmental 457(b) Plan, and (2) the Employer elects in Section 2.7 for this Article 9 to apply, effective on the date specified in Section 2.7.
- 9.2 **Distributions authorized.** A Participant may request, and as soon as practical after the request the Plan will make, a distribution of a Lifetime Income Investment on or after the date that is 90 days prior to the date on which the Lifetime Income Investment is no longer authorized to be held as an investment option under the Plan. Such distribution will be in the form of a Qualified Distribution, or, if the Employer elects in Section 2.7(c), in the form of a Qualified Plan Distribution Annuity Contract.
- 9.3 **Definitions.** The terms "**Lifetime Income Investment**," "**Qualified Distribution**" and "**Qualified Plan Distribution Annuity Contract**" have the meanings defined in Code §401(a)(38)(B).

ARTICLE 10
ADOPTION OF PLAN AFTER YEAR END – SECURE §201

- 10.1 **Application.** This Article 10 will apply only if the Plan is a Qualified Plan. It is effective for Plan Years beginning after December 31, 2019.
- 10.2 **Retroactive Plan Adoption.** If the Employer adopted the underlying Plan to which this Amendment relates after the close of a taxable year, but prior to the due date (including extensions) of the Employer's federal income tax return for that taxable year, the Plan is treated as having been adopted as of the last day of the taxable year if the Plan's initial effective date is any date within that taxable year. However, no Participant may make elective deferrals to the Plan prior to the date it was adopted.

ARTICLE 11
QACA MAXIMUM AUTOMATIC DEFERRAL – SECURE §102

- 11.1 **Application.** This Article 11 will apply only if (1) the Plan is a 401(k) Plan or a 403(b) Plan and (2) the Employer elects in Section 2.8 for this Article 11 to apply, effective on the date specified in Section 2.8.
- 11.2 **Higher Maximum Contribution.** If the Plan includes a Qualified Automatic Contribution Arrangement (QACA) described in Code §401(k)(13), then the automatic deferral percentage which applies to a Participant (referred to as the "qualified percentage" in Treas. Reg. §1.401(k)-12(j)(2)) shall not exceed 10% of the Participant's Compensation during the Initial Period, and shall not exceed 15% of the Participant's Compensation after the Initial Period. The Initial Period for a Participant begins when the Participant first has contributions made pursuant to a default election under the QACA for a Plan Year and ends on the last day of the following Plan Year.
- 11.3 **Validation.** If the Employer amends or has amended the plan (effective for a Plan Year beginning on or after the effective date specified in Section 2.8) to provide for an automatic deferral percentage which does not exceed the limitations of Section 11.2, the amendment is valid notwithstanding any limitations contained in any provision of the Plan which would limit the automatic deferral percentage to 10%.

ARTICLE 12
DIFFICULTY OF CARE PAYMENTS – SECURE §116

- 12.1 **Application.** This Article 12 will apply only if the Plan is a Defined Contribution Plan or a 403(b) Plan. It is effective for Plan Years beginning after December 31, 2015.
- 12.2 **Inclusion in 415 Compensation.** The amount of a Participant's Compensation for purposes of determining the annual addition limit under Code §415(c)(1)(B) is increased by the amount of Difficulty of Care Payments the Employer makes to the Participant.
- 12.3 **Definition.** A Difficulty of Care Payment is a payment described in Code §131(c)(1) made in connection with qualified foster individuals.

ARTICLE 13
EMPLOYEES PARTICIPATING IN RETIREMENT INCOME ACCOUNT PLAN – SECURE §111

- 13.1 **Application.** This Article 13 will apply only if (1) the Plan is a 403(b) Plan, (2) Plan assets are held in retirement income accounts described in Code §403(b)(9), and (3) the Employer elects in Section 2.9 for this Article 13 to apply. It is effective as of the date specified in Section 2.9.
- 13.2 **Employee.** For all Plan purposes, the term "Employee" includes Specified Individuals as elected in Section 2.9.

This Amendment has been executed this _____ day of _____.

Name of Employer: Anderson County Tennessee

By: _____

AMENDMENT TO IMPLEMENT SECURE 2.0

ARTICLE 1 PREAMBLE

- 1.1 **Adoption and effective date of Amendment.** The Employer hereby adopts this Amendment to the Plan identified below. Unless otherwise stated, the effective date of each Article of this Amendment is the first day of the first Plan Year beginning in 2023.
- 1.2 **Superseding of inconsistent provisions.** This Amendment supersedes the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment. Except as otherwise provided in this Amendment, terms defined in the Plan will have the same meaning in this Amendment. Most Articles include definitions which are specific to that Article.
- 1.3 **Numbering.** Except as otherwise provided in this Amendment, any “Section” reference in this Amendment refers only to this Amendment and is not a reference to the Plan. The Article and Section numbering in this Amendment is solely for purposes of this Amendment, and does not relate to the Plan article, section, or other numbering designations.
- 1.4 **Intention; Construction.** The purpose of this amendment is to amend the Plan in accordance with SECURE 2.0 Act of 2022, enacted by Congress as Division T of the Consolidated Appropriations Act of 2023, and shall be interpreted and applied accordingly.

ARTICLE 2 IDENTIFICATION; ELECTIONS

2.1 Identifying information.

A. Name of Employer: Anderson County Tennessee

B. Name of Plan: Anderson County Tennessee 457(b) Deferred Compensation Plan

ARTICLE 3 QACA PLANS – SECURE 2.0 §401

- 3.1 **Application.** This Article 3 will apply only if the Plan is a Qualified Automatic Contribution Arrangement (“QACA”) described in Code §401(k)(13). This Article is effective as of the first day of the first plan year beginning in 2020, or such later date as the Plan is a QACA.
- 3.2 **Safe harbor notice required to use ACP safe harbor.** The Plan is required to provide a safe harbor notice, as described in Code §401(k)(13)(E), if the plan utilizes the ACP safe harbor described in Code §401(m)(12).

ARTICLE 4 BIRTH/ADOPTION DISTRIBUTIONS – SECURE 2.0 §311

- 4.1 **Application.** This Article 4 will apply only if the Plan permits Qualified Birth and Adoption Distributions (“QBADs”) as described in Code §72(t)(2)(H).
- 4.2 **Rollover Deadline.** A Participant who received one or more QBADs from this Plan may, if the Plan then permits the Participant to make rollover contributions, make one or more contributions in an aggregate amount not to exceed the amount of such QBADs. The Plan will treat such a contribution in the same manner as a rollover contribution made by direct trustee-to-trustee transfer within 60 days of distribution. However, any such contribution must be received by the Plan no later than December 31, 2025, or prior to Plan termination (if earlier than December 31, 2025).

**ARTICLE 5
REQUIRED BEGINNING DATE – SECURE 2.0 §107**

- 5.1 **Application.** This Article 5 will apply to all plans, regardless of type. It is effective with regard to RMDs required to be made after December 31, 2022.
- 5.2 **Delay of Required Beginning Date.** An Affected Participant's RBD shall not be earlier than April 1 of the calendar year following the year the Affected Participant attains age 73. For purposes of determining an Affected Participant's RBD, an Affected Participant will be treated as a more than 5% owner if the Participant was a 5-percent owner (as defined in Code §416(i)(1)(B)) as to the Plan Year ending in the calendar year the Participant attains age 73.
- 5.3 **Spousal Distributions.** If an Affected Participant dies prior to the Participant's RBD, and the Participant's sole Designated Beneficiary is the Participant's surviving spouse, then the RMDs to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 73, if later. However, this Section will apply only if the Plan, prior to this Amendment, permitted a surviving spouse to delay RMD distributions to December 31 of the calendar year in which the Participant would have attained age 72.
- 5.4 **Definitions.** The following definitions apply for this Article 5:
- (a) A Participant is an "**Affected Participant**" if the Participant was born after December 31, 1950.
- (b) An "**RMD**" is a Required Minimum Distribution as described in Code §401(a)(9).
- (c) A Participant's "**RBD**" is the Participant's Required Beginning Date as described in Code §401(a)(9)(C), as amplified by Section 5.2.

**ARTICLE 6
COLLECTION OF PEP CONTRIBUTIONS – SECURE 2.0 §105**

- 6.1 **Application.** This Article 6 will apply only if the Plan is a Pooled Employer Plan ("PEP") described in ERISA §3(43).
- 6.2 **Named Fiduciary.** The Pooled Plan Provider ("PPP") of the Plan or another Named Fiduciary, other than an Employer in the Plan, to be responsible for collecting contributions to the Plan. The PPP or other Named Fiduciary shall implement written contribution collection procedures that are reasonable, diligent, and systematic.

This Amendment has been executed this _____ day of _____, _____.

Name of Employer: Anderson County Tennessee

By: _____

CERTIFICATE OF ADOPTING RESOLUTION

The undersigned authorized representative of Anderson County Tennessee (the Employer) hereby certifies that the following resolution was duly adopted by Employer on _____, and that such resolution has not been modified or rescinded as of the date hereof:

RESOLVED, the Amendment to the Anderson County Tennessee 457(b) Deferred Compensation Plan Plan for the CARES Act (the Amendment) is hereby approved and adopted and that an authorized representative of the Employer is hereby authorized and directed to execute and deliver to the Plan Administrator the Amendment and to take any and all actions as it may deem necessary to effectuate this resolution.

The undersigned further certifies that attached hereto is a copy of the Amendment approved and adopted in the foregoing resolution.

Date: _____

Signed: _____

[print name/title]

AMENDMENT FOR CARES ACT

ARTICLE 1 PREAMBLE; DEFINITIONS

- 1.1 **Adoption of Amendment.** The Employer adopts this Amendment to implement provisions of the Act which affect the Plan. All references to the Plan include the Plan's loan program, policy, or procedure to the extent applicable.
- 1.2 **Superseding of inconsistent provisions.** This Amendment supersedes the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment.
- 1.3 **Construction.** Except as otherwise provided in this Amendment, any Article or Section reference in this Amendment refers only to this Amendment and is not a reference to the Plan. The Article and Section numbering in this Amendment is solely for purposes of this Amendment and does not relate to the Plan article, section, or other numbering designations.
- 1.4 **Effect of restatement of Plan.** If the Employer restates the Plan then this Amendment shall remain in effect after such restatement unless the provisions in this Amendment are restated or otherwise become obsolete (e.g., if the Plan is restated onto a plan document which incorporates these provisions).
- 1.5 **Definitions.** Except as otherwise provided in this Amendment, terms defined in the Plan will have the same meaning in this Amendment. The following definitions apply specifically to this Amendment:
 - A. The "Act" is the Coronavirus Aid, Relief, and Economic Security Act, also known as the CARES Act. This Amendment shall be interpreted and applied to comply with the Act.
 - B. A "Qualified Individual" means any individual who meets one or more of the criteria described in paragraphs (1), (2), (3), or (4). Participants, alternate payees and beneficiaries of deceased participants can be treated as Qualified Individuals. The Plan Administrator may rely on an individual's certification that the individual satisfies a condition to be a Qualified Individual unless the Plan Administrator has actual knowledge to the contrary. In applying the criteria, "COVID-19" means either the virus SARS-CoV-2 or coronavirus disease 2019; "an approved test" means a test approved by the Centers for Disease Control and Prevention (including a test authorized under the Federal Food, Drug, and Cosmetic Act); and a "member of the individual's household" means someone who shares the individual's principal residence. The criteria are as follows:
 - (1) The individual was diagnosed with COVID-19 by an approved test;
 - (2) The individual's spouse or dependent (as defined in Code §152) was diagnosed with COVID-19 by an approved test;
 - (3) The individual has experienced adverse financial consequences because: (a) the individual or the individual's spouse, or a member of the individual's household was quarantined, furloughed or laid off, or had work hours reduced due to COVID-19; (b) the individual, the individual's spouse, or a member of the individual's household was unable to work due to lack of childcare due to COVID-19; (c) A business owned or operated by the individual, the individual's spouse, or a member of the individual's household closed or reduced hours due to COVID-19; or (d) the individual, the individual's spouse, or a member of the individual's household had a reduction in pay (or self-employment income) due to COVID-19 or had a job offer rescinded or start date for a job delayed due to COVID-19; or
 - (4) The individual satisfies any other criteria determined by the Treasury or the IRS.

ARTICLE 2

IDENTIFYING INFORMATION; EMPLOYER ELECTIONS

2.1 **Reserved.**

2.2 **Employer identifying information.**

A. Name of Employer: Anderson County Tennessee

B. Name of Plan: Anderson County Tennessee 457(b) Deferred Compensation Plan

C. Type of Plan (check one)

- (1) ☐ 401(k) Plan
- (2) ☐ Profit-Sharing Plan (other than a 401(k) plan)
- (3) ☐ Money Purchase Pension Plan
- (4) ☐ Defined Benefit Plan (including a cash balance plan)
- (5) ☐ 403(b) Plan
- (6) ☒ 457(b) Plan sponsored by a governmental employer

2.3 **Relief for Qualified Individuals.** Will the Plan provide any or all of the following relief for Qualified Individuals: (1) Coronavirus-Related Distributions described in Article 3, (2) increased loan limits described in Section 4.2, (3) the loan repayment extension described in Section 4.3. *(Select one of (a), (b), or (c). If (c) is selected, then select one or more of (d), (e), and/or (f))*

- (a) ☐ **No.** The Plan will not provide any of these relief provisions.
- (b) ☐ **Yes.** The Plan will provide all of these relief provisions. The limitations on distributions described in Sections 2.3(d)(1) – (4) and the limitations on loans in Section 2.3(e)(1) – (3) and 2.3(f)(1)–(3) do not apply.
- (c) ☐ **Some.** The Plan will provide those relief provisions selected in (d), (e), or (f) below.
 - (d) ☐ **The Coronavirus-Related Distribution provisions described in Article 3** *(If (d) is selected, the Employer may optionally select one or more of (1), (2), (3), (4), or (5).)*
 - (1) ☐ Coronavirus-Related Distributions are not available from an account in which the Participant is not 100% vested.
 - (2) ☐ Coronavirus-Related Distributions may be made only from the following accounts:

 - (3) ☐ The maximum amount of Coronavirus-Related Distributions from the Plan to a Qualified Individual will not exceed: \$ _____. *(Enter amount less than \$100,000.)*
 - (4) ☐ The following additional provisions apply to Coronavirus-Related Distributions:

(Enter limitations or restrictions which are nondiscriminatory and not subject to Employer discretion.)
 - (e) ☐ **The increased loan limit described in Section 4.2** *(If (e) is selected, the Employer may optionally select any one or more of (1), (2), or (3).)*
 - (1) ☐ The maximum dollar amount of loans pursuant to Section 4.2 will not exceed: \$ _____. *(Enter amount less than \$100,000.)*
 - (2) ☐ The maximum percentage of the present value of the nonforfeitable accrued benefit that may be loaned pursuant to Section 4.2 will not exceed: _____%. *(Enter percentage less than 100%.)*
 - (3) ☐ The following additional provisions apply to the increased loan limit:

(Enter limitations or restrictions which are nondiscriminatory.)
 - (f) ☐ **The loan repayment extension described in Section 4.3** *(If (f) is selected, the Employer may optionally select and one or more of (1), (2), or (3).)*
 - (1) ☐ The Suspension Period will begin _____ *(Enter date not before March 27, 2020)* and end _____. *(Enter date not later than December 31, 2020.)*
 - (2) ☐ The Extension Period will be _____. *(Enter period, up to one year, the due date of the loan will be extended, such as "six months.")*

- (3) ☐ The following additional provisions apply to the loan repayment extension:

(Enter limitations or restrictions which are nondiscriminatory.)

- 2.4 **RMD waivers for 2020.** Unless the Employer elects otherwise below, the provisions of Section 5.2 apply and a Participant or Beneficiary who would have been required to receive a 2020 RMD or Extended 2020 RMD will receive the distribution unless the Participant or Beneficiary chooses not to receive the distribution.
- (a) ☒ The provisions of Section 5.2 apply and a Participant or Beneficiary who would have been required to receive a 2020 RMD or Extended 2020 RMD will not receive the distribution unless the Participant or Beneficiary chooses to receive the distribution.
- (b) ☐ Payment of RMDs or Extended 2020 RMDs will be governed by the terms of the Plan without regard to this Amendment (i.e., no election is available to Participants or Beneficiaries).
- (c) ☐ Other: _____

For purposes of Section 5.3, the Plan will also treat the following as eligible rollover distributions in 2020: *(Choose one or none of (d), (e), or (f)): If no election is made, then a direct rollover will be offered only for distributions that would be eligible rollover distributions without regard to Code §401(a)(9)(I):*

- (d) ☐ 2020 RMDs.
- (e) ☐ 2020 RMDs and Extended 2020 RMDs.
- (f) ☒ 2020 RMDs but only if paid with an additional amount that is an eligible rollover distribution without regard to Code §401(a)(9)(I).

The provisions of Article 5, and the election in this Section 2.4, will be effective on the date specified in Section 2.5, unless a different date is entered here: _____ *(Optional. Enter a date between March 27, 2020 and December 31, 2020. RMD distributions before the selected effective date should have followed plan terms in effect before this amendment.)*

- 2.5 **Effective Date.** This Amendment is effective March 27, 2020, or as soon as practical thereafter, or, if later, the following date: _____. *(Optional. Enter a date not later than December 31, 2020.)*

ARTICLE 3 CORONAVIRUS-RELATED DISTRIBUTIONS

- 3.1 **Application.** This Article 3 will apply if Section 2.3(b) or Section 2.3(d) is selected.
- 3.2 **Coronavirus-Related Distribution(s).** Subject to the provisions described in Section 2.3(d)(4), if any, a Qualified Individual may take one or more Coronavirus-Related Distributions. The accounts from which the amount may be distributed shall be limited if selected in Sections 2.3(d)(1) and (2). However, if the Plan is a Money Purchase Pension Plan or a Defined Benefit Plan, and the Qualified Individual has not separated from service, the Qualified Individual may not take a Coronavirus-Related Distribution prior to attaining the earlier of Normal Retirement Age or age 59½. The provisions of this Section will apply notwithstanding any limitation in the Plan on partial distributions or any otherwise applicable plan or administrative limits on the number of allowable distributions.
- 3.3 **Repayment of distribution.** If the Plan permits rollover contributions, then a Participant who receives a Coronavirus-Related Distribution (from this Plan and/or another eligible retirement plan as defined in Code §402(c)(8)(B)), at any time during the 3-year period beginning on the day after receipt of the distribution, may make one or more contributions to the Plan, as rollover contributions, in an aggregate amount not to exceed the amount of such distribution.
- 3.4 **Definition of Coronavirus-Related Distribution.** A "Coronavirus-Related Distribution" means a distribution to a Qualified Individual during the period beginning January 1, 2020 and ending December 30, 2020. The total amount of Coronavirus-Related Distributions to a Qualified Individual pursuant to this Amendment from all plans maintained by the Employer, or any related employer described in Code §414(b), (c), (m), or (o), shall not exceed \$100,000, (or such lesser amount specified in Section 2.3(d)(3)). The

Coronavirus-Related Distributions from the Plan to a Qualified Individual will not exceed the amount of the individual's vested account balance or the present value of the individual's vested accrued benefit.

ARTICLE 4 PARTICIPANT LOAN RELIEF

- 4.1 **Application.** This Article 4 will apply only if the Plan permits participant loans. Section 4.2 will apply if Section 2.3(b) or Section 2.3(e) is selected. Section 4.3 will apply if Section 2.3(b) or Section 2.3(f) is selected.
- 4.2 **Increased loan limit.** Notwithstanding the loan limitation that otherwise would apply, the Plan will determine the loan limit under Code §72(p)(2)(A) for a loan to a Qualified Individual, made during the period beginning March 27, 2020 and ending September 22, 2020, by substituting "\$100,000" (or such lesser amount specified in Section 2.3(e)(1)) for "\$50,000," and by substituting "100% (or such lesser percentage specified in Section 2.3(e)(2)) of the present value of the nonforfeitable accrued benefit of the employee under the Plan" for "one-half of the present value of the nonforfeitable accrued benefit of the employee under the Plan" (or its equivalent). The provisions described in Section 2.3(e)(3), if any, will apply in connection with loans to Qualified Individuals.
- 4.3 **Extension of certain repayments.** If a Qualified Individual has an outstanding loan from the Plan on or after March 27, 2020, then: (1) if the date for any repayment of such loan occurs during the Suspension Period, the due date is extended for the Extension Period; (2) the due date of the loan will be extended by the Extension Period; (3) the Plan will adjust any subsequent repayments to reflect the extension of the due date and any interest accrued during the Suspension Period; and (4) the Plan will disregard the Extension Period in determining the 5-year period and the loan term under Code §72(p)(2)(B) or (C). The provisions described in Section 2.3(f)(3), if any, will apply in connection with the suspension and extension described in this Section. The Suspension Period, unless otherwise specified in Section 2.3(f)(1), will begin March 27, 2020 and end December 31, 2020. The Extension Period, unless otherwise specified in Section 2.3(f)(2) will be one year. The provisions of this Section 4.3 will be applied in accordance with Section 5.B. of Notice 2050-50, or any subsequent applicable guidance, and the adjustment described in (3) may reflect the "safe harbor" described therein.

ARTICLE 5 WAIVER OF 2020 REQUIRED MINIMUM DISTRIBUTIONS (RMDs)

- 5.1 **Application.** This Article 5 will apply only to defined contribution plans, including 401(k) Plans, Profit-Sharing Plans, Money Purchase Pension Plans, 403(b) Plans, and 457(b) Plans sponsored by governmental employers. The definitions in Section 5.4 will apply in interpreting Section 2.4.
- 5.2 **Waiver; default provision.** This Section 5.2 will apply unless the Employer has selected Section 2.4(b) or (c). Notwithstanding the provisions of the Plan relating to RMDs, whether a Participant or Beneficiary who would have been required to receive 2020 RMDs, and who would have satisfied that requirement by receiving distributions that are (1) equal to the 2020 RMDs, or (2) Extended 2020 RMDs will receive those distributions is determined in accordance with the option chosen by the Employer in Section 2.4. Notwithstanding the option chosen by the employer in Section 2.4, a Participant or Beneficiary will be given an opportunity to make an election as to whether or not to receive those distributions. If the Plan permits a Beneficiary of a deceased Participant to make the election to use the 5-year rule or the life expectancy rule, the deadline to make the election shall be extended to reflect the adoption of Code §401(a)(9)(I).
- 5.3 **Direct rollovers.** Notwithstanding the provisions of the Plan relating to required minimum distributions under Code §401(a)(9), and solely for purposes of applying the direct rollover provisions of the Plan, certain additional distributions in 2020, as elected by the Employer in Section 2.4, will be treated as eligible rollover distributions. If no election is made by the Employer in Section 2.4, then a direct rollover will be

offered only for distributions that would be eligible rollover distributions without regard to Code §401(a)(9)(I).

- 5.4 **Definitions. "RMDs"** means required minimum distributions described in Code §401(a)(9). **"2020 RMDs"** means required minimum distributions the Plan would have been required to distribute in 2020 (or permitted to pay in 2021 for the 2020 calendar year for a Participant with a required beginning date of April 1, 2021) but for the enactment of Code §401(a)(9)(I). **"Extended 2020 RMDs"** means one or more payments in a series of substantially equal distributions (that include the 2020 RMDs) made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancy) of the Participant and the Participant's designated Beneficiary, or for a period of at least 10 years.
- 5.5 **Installment payments.** A Participant or Beneficiary receiving payment of 2020 RMDs or 2020 Extended RMDs pursuant to this Article 5 may receive them in any method (including installments or partial distributions) which would have been permitted under the terms of the Plan if the amounts would have been RMDs but for the enactment of Code §401(a)(9)(I).

* * * * *

This Amendment has been executed this _____ day of _____,

Name of Plan: Anderson County Tennessee 457(b) Deferred Compensation Plan

Name of Employer: Anderson County Tennessee

By: _____
EMPLOYER

SOCCER FIELD LEASE AGREEMENT

This Non-Exclusive Lease Agreement is made on this the ____ day of _____, 2024 between the parties of Anderson County, Tennessee, Lessor, a governmental entity and political subdivision of the State of Tennessee (hereinafter, "County") and East TN Futbol Club, Lessee (hereinafter, "East TN").

WHEREAS, the Parties wish to jointly agree to provide recreational soccer activities to the citizens of Anderson, County.

WHEREAS, primarily the County will supply the soccer fields, including all hereditaments and appurtenances for the joint project, and East TN will provide the daily operations, maintenance, supplies and supervision of the facility.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained in this Non-Exclusive Lease Agreement, the sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound by this Lease Agreement hereby, covenant and agree as follows:

SECTION 1. DEMISED PREMISES

County hereby demises and lets to East TN all that property indicated on the map attached hereto (Exhibit 1), and further identified as a portion of Map 65, Parcel 83 of the Anderson County land records and being a certain tract of land known as the "Soccer Fields" located at the intersection of State Highway 61 and Public Safety Drive in the City of Clinton, TN.

SECTION 2. LEASE TERM

This Lease shall be valid and in effect from the date indicated above and for a period of one (1) year. Lease is subject to four (4) future renewals of one (1) year each contingent upon approval by the Anderson County Board of Commissioners and execution of a subsequent renewed Lease Agreement.

SECTION 3. RENT

East TN shall pay the County, as annual rent for the premises, the sum of One Dollar (\$1.00) per year, for a total of One Dollar (\$1.00) contemporaneous with the execution of this Lease Agreement and for each renewal period, as approved by the Anderson County Board of Commissioners, thereafter.

SECTION 4. UTILITIES

County shall pay all power, sewer, and water utilities for the premises. All other fees, utilities and maintenance supplies, not specifically contemplated under the terms of this Lease Agreement shall be the responsibility of East TN.

SECTION 5. REVENUES

East TN will receive all revenues generated from the use of Soccer Fields, including, but not limited to, concessions, tournament fees, registration fees, entrance fees and all other sources of revenue deemed necessary to support the activities of East TN.

SECTION 6. MAINTENANCE

East TN will provide all maintenance for the premises except for mowing and associated mowing equipment. Directions for mowing shall be provided by East TN to the Chief Jailor. East TN shall provide for all other maintenance and supplies, including, but not limited to, trash removal, field striping, restroom facility cleaning and supplies, light bulbs, fertilizer and the like. East TN agrees it will maintain the premises at a reasonable standard of care, and will clean and inspect facility after each use, including, checking for water leaks from toilets and faucets, cleanliness, hazards, and dangerous conditions before each use. East TN agrees to lock all doors and windows after each use.

SECTION 7. USE OF PROPERTY

East TN agrees that the sole purpose of the premises shall be for use as a recreational facility. At no time shall East TN use the premises for purposes other than recreational activities. East TN has permission to issue a temporary license to other youth organizations. Any youth organization that is so licensed must execute a Release of Liability (Exhibit 2). East TN shall remain responsible for the premises while temporarily licensed to another youth organization. East TN shall not use the premises for any purpose other than the purposes set forth herein, and will not permit the property to be used for any purpose contrary to the terms of this Lease Agreement. East TN warrants that it will not utilize the premises in a manner injurious to the public health, safety and welfare and shall keep the property free from defects. East TN agrees that it will maintain a reasonable standard of maintenance for the premises. East TN agrees that youth recreational soccer clubs may use the soccer fields when not in use by East TN, provided that, permission is obtained from County or East TN. Additionally, County reserves the right to utilize the parking area when needed and to expand the existing Anderson County Detention Facility or construct a future Justice Center adjacent to the demises premises with one hundred and twenty (120) days' notice given to East TN of such intent to expand. In case of an emergency, East TN agrees to contact 911 immediately without delay.

SECTION 8. OPTION TO CANCEL

Either party shall have the option to cancel Lease with one hundred and twenty (120) days' written notice to the other party. East TN shall not be entitled to any reimbursement of annual rent payments if either party decides to cancel Lease. East TN agrees that if it fails to perform any of the terms and conditions of this Lease Agreement, County shall have the right to declare this Lease null and void and upon so declaring County shall have the right to forthwith re-enter and repossess the premises. Upon cancellation of the Lease Agreement, East TN agrees that all improvements to the premises shall become property of County.

SECTION 9. INSURANCE

East TN will provide insurance coverage in the following amounts and sufficient to cover any and all claims that may arise from its activities and use of leased premises. East TN shall furnish certified copies of such policy or policies to the County Mayor with each renewed lease.

(A) Property Loss or Damage. Insurance against loss or damage to the land, buildings and improvements, now and hereafter located on the premises sustained by fire, theft, vandalism, weather occurrence, or any act that results in property damage or loss to the premises in the amount not less than Two Million Dollars (\$2,000,000.00); and

(B) Personal Injury or Death. Insurance against claims for personal injury liability (including death), under policies of general public umbrella coverage, and excess third party liability insurance, with limits of liability of not less than Two Million Dollars (\$2,000,000.00) in respect to bodily injury including death.

(C) Evidence of Coverage and Payment If East TN shall fail or refuse, or neglect to maintain such insurance or to furnish County with satisfactory evidence of payment of the insurance premium of any policy, within sixty (60) days of the execution of this Lease Agreement or any subsequent renewal Lease Agreement, County shall have the right at County's option to purchase such insurance and to pay the premiums hereon or to pay the premiums on insurance East TN should have obtained. All such payment made by County, shall be recoverable by County from East TN on demand as additional consideration hereunder together with interest, at the rate of ten percent (10%) per annum from the prospective date of County's making of the insurance payments. A policy of insurance so procured by County shall be written for the shortest period of time available from comparable insurers in the area and East TN shall be given prompt notice of the payment of insurance premiums by County, the amount paid, the name of the insurer, or insurers, and the duration of the coverage obtained. East TN shall have the right to replace said insurance coverage as of any expiration date, and East TN shall duly notify County of such replacement.

SECTION 10. EAST TN BUDGET

East TN agrees to submit a yearly budget and/or financial statement, showing all revenues and expenses, to the County Mayor on or before January 1st of each calendar year.

SECTION 11. EAST TN MEMBERS AND STAFF

East TN agrees to submit the names and office addresses of all members and staff, including but not limited to, the Director, Secretary, Financial Officer, Coaches, Assistant Coaches, and all administrative staff members, to the County Mayor on an annual basis, and upon any change in the members or staff. East TN agrees that all members and staff will receive first aid, cardiopulmonary resuscitation (CPR) and concussion protocol training. East TN may obtain this training free of charge from Anderson County EMS by contacting Nathan Sweet, Director of

Anderson County EMS, at (865) 457-8609. East TN agrees to provide certification for all members and staff to County.

SECTION 12. NOTICE

Any notice required or provided to this Agreement shall be in writing and sent or delivered to the parties at the following addresses:

COUNTY: Anderson County Government
Office of the County Mayor
208 Anderson County Courthouse
100 N. Main Street
Clinton, TN 37716

LESSEE: East TN Futbol Club
104 Mohawk Rd
Oak Ridge, TN 37830

In the event of any change to the Director of East TN, notice to the County regarding change is required. All notices and written communications hereunder shall be sent by certified return receipt or registered return receipt mail.

SECTION 13. DEFAULT

In the event of default by East TN hereto, the County may bring suit against East TN to enforce the terms of this Lease Agreement. In such event, the prevailing party shall be entitled to recover any remedies available at law and/or equity including reasonable attorney's fees and costs associated with the default.

SECTION 14. NO ORAL MODIFICATION

No modification, amendment, supplement to or waiver of this Lease Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by all parties.

SECTION 15. WAIVER

A failure of any party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

SECTION 16. ENTIRE AGREEMENT

This Lease Agreement sets forth the entire understanding of the parties as to the subject matter and may not be modified except in a writing executed by all parties.

SECTION 17. SEVERABILITY

In the event any one or more of the provisions of this Lease Agreement is invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired.

SECTION 18. EXHIBITS

Any Exhibits attached hereto or incorporated herein are made a part of this Lease Agreement for all purposes. The expression "this Agreement" means the body of this Lease Agreement and the Exhibits.

SECTION 19. MULTIPLE COUNTERPARTS; EFFECTIVENESS

This Lease Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively as one Lease Agreement. This Lease Agreement shall become effective when executed and delivered by all the parties.

SECTION 20. JURISDICTION; CHOICE OF LAW

Each party hereby irrevocably consents to the jurisdiction of all state courts sitting in Tennessee or all federal courts sitting in Knoxville, TN and agrees that venue for all legal actions brought in connection with this Lease Agreement shall lie exclusively in such courts. This Lease Agreement shall be governed and construed in accordance with the laws of the State of TN.

SECTION 21. EFFECT OF CAPTIONS, TITLES AND SUBTITLES

Titles of paragraphs and subparagraphs are for convenient reference only and shall not have the effect of modifying, amending, or changing the express terms of this Lease Agreement.

SECTION 22. ASSIGNMENT

This Lease Agreement shall be non-assignable. Any attempt to assign this Lease Agreement shall be deemed a material breach of the terms of this Agreement and County shall have the right to declare this Lease null and void upon proper written notice to East TN.

SECTION 23. FURTHER DOCUMENTATION

The parties agree to execute any and all instruments in writing which are or may become necessary or proper to carry out the purpose and intent of this Lease Agreement.

SECTION 24. GOOD FAITH

The parties, their agents and employees agree to cooperate in good faith while fulfilling the terms of this Lease Agreement. Unforeseen difficulties shall be resolved by the County Mayor.

IN WITNESS WHEREOF, the parties have hereto, each acting under due and proper legal authority, execute this Lease Agreement as of the day and year first written above.

ACCEPTANCE BY LESSEE:
East TN Futbol Club

ACCEPTANCE BY LESSOR:
Anderson County Government

By: _____
Signature and Title

By: _____
County Mayor

County Commission Chair

Date: _____

Date: _____

Approved as to Form:

County Attorney

Attest:

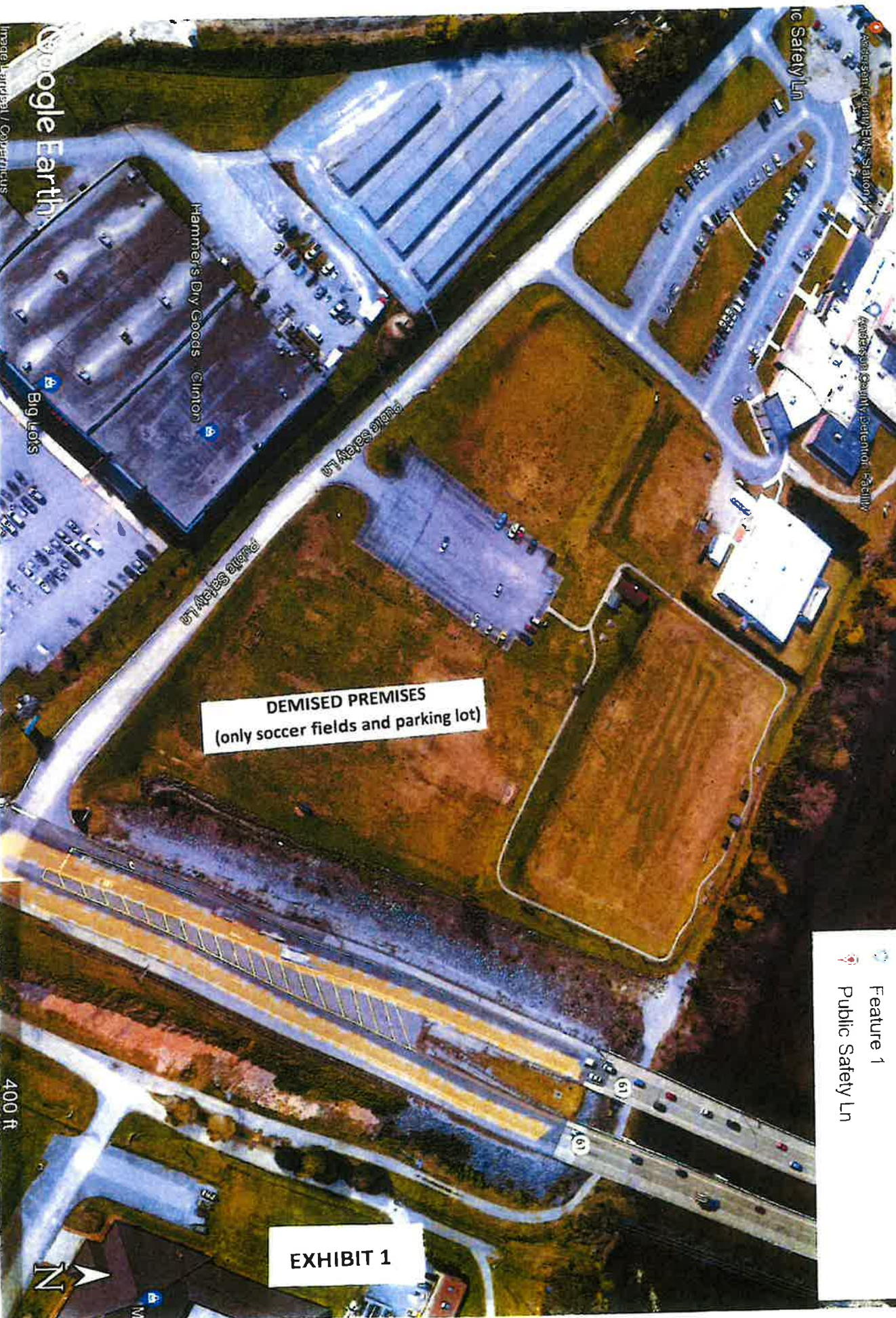
County Clerk

Anderson County Soccer Fields

- Legend**
- Anderson County Detention Facility
 - Anderson County EMS Station 1
 - Feature 1
 - Public Safety Ln

DEMISED PREMISES
(only soccer fields and parking lot)

EXHIBIT 1



Google Earth

Image Landsat / Copernicus

400 ft

TEMPORARY USE LICENSE AND RELEASE OF ALL CLAIMS

East TN Futbol Club and _____
(Licensee - Organization Name)

East TN Futbol Club has permission from Anderson County Government to grant the undersigned a temporary license to use the property indicated on the map attached hereto (Exhibit 1), and further identified as a portion of Map 65, Parcel 83 of the Anderson County land records and being a certain tract of land known as the "Soccer Fields" located at the intersection of State Highway 61 and Public Safety Drive in the City of Clinton, TN.

That in consideration of the mutual promises made between East TN Futbol Club and the undersigned organization representative does hereby and for the organization, its administrators, successors, employees, volunteers, all participants and assigns, do release, acquit, and forever discharge East TN Futbol Club and Anderson County, Tennessee, a governmental entity and political subdivision of the State of Tennessee, and/or its officials, appointed or elected, all employees and volunteers, from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, which the undersigned now has or may hereafter accrue on account of or in any way growing out of damages or injuries incurred on the Soccer Fields while the temporary Licensee has use and enjoyment of the stated property.

This release is intended only to operate only as a release and discharge of whatever claims the undersigned may have against East TN Futbol Club and Anderson County Government related to the above described temporary license and use of the Soccer Fields.

The undersigned further declares and represents that no promise, inducement, or agreement not herein expressed has been made to the undersigned, and that this Release between the parties contains the entire agreement between the parties hereto, and that the terms of this document are contractual and not a mere recital.

THE UNDERSIGNED HAS READ THE FOREGOING TEMPORARY USE LICENSE AND RELEASE AND FULLY UNDERSTANDS IT.

Signed, sealed, and delivered this _____ day of _____, 20_____.

CAUTION: READ BEFORE SIGNING BELOW

Organization Name: _____

Representative: _____

Address: _____

Witnessed:

For East TN Futbol Club:

Anderson County, Tennessee

FIRE COMMISSION

BYLAWS

I. Organizational Name

This committee of Anderson County Government shall be known as the “Anderson County Fire Commission.”

II. Mission

It is the declared mission of the Anderson County Fire Commission to improve emergency services to Anderson County residents by working together to coordinate training opportunities, ensure equipment interoperability, establish relationships, to enhance mutual aid with all emergency response agencies in Anderson and surrounding counties, and present to the Anderson County Legislative Body issues concerning future development of emergency response in Anderson County.

III. Membership

A. Agency Membership (Voting Status) shall be comprised of the following:

Andersonville Volunteer Fire Department;
Briceville Volunteer Fire Department;
Claxton Volunteer Fire Department;
Marlow Volunteer Fire Department;
Medford Volunteer Fire Department;
Anderson County Rescue Squad;
Clinton Fire Department;
Lake City Fire Department;
Norris Public Safety;
Oak Ridge Fire Department;
Oliver Springs Fire Department; and
Two sitting Anderson County Commission representatives appointed by the Anderson County Legislative Body.

B. Associate Members (Non-Voting Status) shall be:

Anderson County Emergency Management;
Anderson County Emergency Medical Service;
Anderson County Sheriff's Office;
Anderson County Constables; and
American Red Cross.

IV. Voting Rights

A. Each member agency shall have one vote.

- B. The Chief of each fire department has priority voting status for his/her agency; however, the Chief may appoint a designee to cast the agency's vote on any matter. The Chief shall submit a list of designees in order of priority that can vote in his/her absence for their respective agency. The list may be amended by the Chief at any time, but must be submitted in advance and maintained by the Fire Commission Secretary. In the Chief's absence, the appointed designee shall cast the member agency's vote on any matter brought before the Fire Commission.
- C. Associate Members shall not vote.
- D. The Chair and Vice-Chair shall be allowed to vote on any matter coming before the Fire Commission.
- E. A quorum is considered a majority of the Fire Commission voting membership and all measures shall pass by a majority of the membership present at the meeting. Members shall abstain for cause for matters that involve a direct personal benefit.

V. Membership Terms

- A. Department Chiefs shall serve throughout their term of office.
- B. County Commissioners shall be appointed by the Anderson County Legislative Body to serve a two (2) year term, with the Legislative Body filling any vacancy as may occur.

VI. Officers

- A. Officers of the Anderson County Fire Commission shall be:

Chair:	County Commissioner
Vice-Chair:	Fire Chief
Secretary:	Fire Chief or other non-voting member
- B. Officers Responsibilities:
 - 1) Chair: The Chair shall conduct the meetings, set the agenda and report to the County Commission on meeting outcomes. The agenda shall be comprised of input from Fire Commission Membership and published to Membership three days in advance of the meeting date.
 - 2) Vice-Chair: The Vice-Chair shall conduct the meetings in the absence of the Chair. The Vice-Chair shall serve in any other capacity as directed by the Chair.
 - 3) Secretary: The Secretary shall prepare for publication to the Membership and County Commission minutes of all meetings. The Secretary shall also prepare other correspondence including meeting agendas and public notices of meeting dates as directed by the Chair.

VII. Election of Officers

- A. Officers shall be elected in September of each year.

- B. In the event a vacancy occurs in one of the commission representative appointments, the County Legislative Body shall elect a qualified Member to serve the remaining term of office.

VIII. Meetings

- A. Meetings shall be held on the first Tuesday of every other month at 6:30 PM in the Anderson County Courthouse, or other designated location. The meetings shall be limited in length to ninety (90) minutes. Meeting time length may be extended by majority vote during the meeting. Meeting agenda requests must be submitted to the Chair by noon on the second Wednesday in each month a meeting is held.
- B. All regular meeting shall be publicly noticed in a newspaper of general circulation in the county at least five (5) days prior to the meeting date.
- C. The Fire Commission may vote to call additional special called meetings to discuss and vote on timely issues, with all Members and the public notified at least five (5) days in advance of such called meetings.

IX. Reports/Requests to County Commission

- A. Any issue brought to the Anderson County Legislative Body by an Anderson County Fire Commission Member shall be heard in advance and approved by vote of the Fire Commission Membership if said issue affects more than one Member Department.
- B. Any Fire Commission Member may address County Commission regarding issues affecting only that Member's individual department, provided that the issue does not involve county monetary appropriation or in-kind contribution. All requests for county funding or in-kind contributions shall be brought before the Fire Commission for approval.

X. Robert's Rules of Order

The most recent edition of Robert's Rules of Order shall govern any issue not covered by these Bylaws.

XI. Modification of Bylaws

Any modifications, amendments or changes to these Bylaws must be placed on the meeting agenda in advance and shall be approved by majority vote of the membership at two consecutive regularly scheduled monthly meetings.

Approved by the Anderson County Legislative Body this 15th day of July, 2024.

COOPERATIVE AGREEMENT

Cemetery Gate Agreement Revised

This Cooperative Agreement ("Agreement"), effective _____, 2024, is entered into between the Parties of Anderson County Government, a governmental entity and political subdivision of the State of Tennessee ("County") and the Tennessee Valley Authority ("TVA"), a corporate agency and instrumentality of the United States created and existing under the Tennessee Valley Authority Act of 1933.

The parties agree as follows:

1. TVA agrees to provide and install a steel gate ("Gate") to provide ingress and egress to the Historic Black Family Cemetery located on an unnamed abandoned county roadbed off Old Blacksberry Lane in the Claxton Community of Anderson County, Tennessee on or about a location identified by the following GPS coordinates:

Post 1 – Northing - 594595.978, Easting – 2547502.529, Elevation – 844.579

Post 2 – Northing – 594618.693, Easting – 2547495.679, Elevation – 847.753

A map showing the location is attached as Exhibit 1.

2. County hereby grants TVA the right to access the above-described property for the purpose of installing the Gate, including the right to access the property in advance of installation for the purpose of conducting any project planning and placement of materials that TVA deems necessary. County represents and warrants to TVA that it has the necessary rights in the property to grant TVA the access rights described in this Section.
3. County agrees to provide TVA with such cooperation and assistance with regard to TVA's installation of the Gate as TVA may reasonably request.
4. County agrees that TVA has no obligation to maintain, repair, or replace the Gate once installed.
5. TVA assumes no responsibility for any liability that may arise from installation of the Gate or use of the gate by the County or others. COUNTY SHALL INDEMNIFY AND HOLD HARMLESS TVA AND ITS EMPLOYEES WITH REGARD TO ANY CLAIMS ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THE INSTALLATION OR USE OF THE GATE.
6. IT IS EXPRESSLY UNDERSTOOD THAT TVA MAKES NO GUARANTY, WARRANTY, OR REPRESENTATION, EXPRESS OR IMPLIED, (A) AS TO THE CHARACTER OR QUALITY OF THE GATE OR ITS INSTALLATION, AND (B) AS TO THE MERCHANTABILITY OR THE FITNESS FOR ANY USE OR PURPOSE OF THE GATE OR ITS INSTALLATION. COUNTY AGREES THAT THE GATE IS BEING PROVIDED AND INSTALLED BY TVA IN "AS IS" CONDITION.
7. Any notice required or permitted to be given by either party under this Agreement shall be in writing and shall be personally delivered or sent by a reputable overnight mail service (e.g., Federal Express), or by first class mail (certified or registered), or by electronic mail, to the other party. Notices will be deemed effective: (i) three (3) working days after deposit, postage prepaid, if mailed, (ii) the next day if sent by overnight mail, or (iii) the same day if sent by electronic mail. A copy of any notice shall be sent to the contacts and addresses set forth below:

For TVA:

Phone: (____) _____
E-Mail: _____@tva.gov

For County:

Phone: (____) _____
E-Mail: _____@____.

8. In the event of a breach of this Agreement by County, County shall pay to TVA any reasonable attorneys' fees and other costs and expenses incurred by TVA in connection with the enforcement of any provisions of this Agreement.
9. Neither party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other party or bind the other party in any respect whatsoever.
10. No waiver of rights under this Agreement by either party shall constitute a subsequent waiver of this or any other right under this Agreement.
11. This Agreement shall not be assigned or otherwise transferred by County without the prior written consent of TVA. This Agreement shall bind and inure to the benefit of the successors and permitted assigns of the parties.
12. In the event that any of the terms of this Agreement become or are declared to be illegal by any court of competent jurisdiction, such term(s) shall be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect.
13. This Agreement shall be construed in accordance with the Federal laws of United States. The parties agree that any lawsuit between them that asserts a claim or claims arising out of or related to this Agreement (whether sounding in contract, tort, or otherwise) shall be filed and litigated to conclusion only in the United States District Court for the Eastern District of Tennessee, and each party hereby consents to the jurisdiction and venue of that court for all such lawsuits. The parties further agree that in any litigation each will waive any right it may have to a trial by jury.
14. No member of or delegate to Congress; or Resident Commissioner; or any officer, employee, special Government employee; or agent of TVA shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. The parties shall not construe this provision to extend to a corporation or unit of Government contracting for its or for the public's general benefit. Recipients shall not offer or give, directly or indirectly, to any officer, employee, special Government employee, or agent of TVA, any gift, gratuity, favor, entertainment, loan, or any other thing of monetary value, except as provided in 5 CFR pt. 2635, subpt. B, as such provisions may subsequently be amended, supplemented, or replaced. Breach of this provision shall constitute a material breach of this Agreement.
15. To the extent applicable, this agreement incorporates by reference the Equal Opportunity clause, 41 C.F.R. § 60-1.4
16. The foregoing contains the full agreement among the parties and supersedes any prior oral or written agreements, commitments, understandings, or communications with respect to the subject matter of the Agreement. No amendment or modification of this Agreement shall be effective unless set forth in writing executed by duly authorized representatives of each party.

In witness whereof, the parties hereto have executed this agreement by their respective duly authorized representative as of the day and year first above written.

**PARTIES OF ANDERSON COUNTY
GOVERNMENT**

By: _____

Title: _____

Date: _____

TENNESSEE VALLEY AUTHORITY

By: _____

Title: _____

Date: _____

This agreement prepared by:
Office of the County Law Director
Anderson County, Tennessee
101 S. Main Street, STE 310
Clinton, TN 37716
865-457-6290

TVA LICENSE TO ERECT GATE

Historic Black Family Cemetery

This Agreement made this 21 day of June 2021 by and between the Parties of Anderson County Government, a governmental entity and political subdivision of the State and Tennessee (Licensor) and the Tennessee Valley Authority (TVA) a United States Governmental Corporation formed under the Tennessee Valley Authority Act of 1933 (Licensee). In consideration of the terms and conditions recited below, the receipt and sufficiency of such is hereby accepted, the Parties hereto agree as follows:

WITNESSETH

Section 1: LICENSE AGREEMENT

Licensor grants Licensee and Licensee accepts License to construct a steel gate across real property owned, or granted to, or otherwise legally controlled by the Licensor in an effort to provide safe public ingress/egress and security to the Historic Black Family Cemetery.

Section 2: CONSTRUCTION EASEMENT

Licensor grants Licensee a temporary construction easement across real property and roadways, including rights-of-way owned by, or granted to, or otherwise legally controlled, by Licensor for the purpose of erection and construction of said gate by Licensee. Licensee shall at all times have permission to enter upon the lands and property owned, or controlled, by Licensor to provide repairs and maintenance to gate and other fixtures installed necessary to the erection and construction of gate on Licensor's property. Licensee shall at all times proceed with due care with regard to pedestrians and traveling motorists on adjacent county roads.

Section 3: LOCATION

The Parties agree that Licensee will erect, construct and provide maintenance to, a steel gate sufficient to provide safe and secure ingress/egress to the Historic Black Family Cemetery located on an unnamed abandoned county roadbed off Old Blacksberry Lane in the Claxton Community of Anderson County, Tennessee on or about a location identified by GPS Coordinates:

Post 1 – Northing - 594595.978, Easting – 2547502.529, Elevation – 844.579.

Post 2 – Northing - 594618.693, Easting - 2547495.679, Elevation – 847.753.

(See attached Exhibit 1)

Section 4: TERM OF LICENSE

This license shall be effective from the date stated above and shall remain effective until such time as the gate is removed by agreement of the Parties.

Section 5: INDEMNITY

The Parties agree to defend and hold harmless one another from and against any and all claims of, or damage to property, or injury to, or death of person or persons resulting from or arising out of this Agreement or the public being served by this Agreement, where such injury, property damage, or death occurs as a proximate cause of the negligence of either Licensee or Licensors. The Parties agree to provide adequate insurance coverage sufficient to cover all claims, individual and per aggregate, or other required and additional sums sufficient to cover any and all claims arising from property damages, injuries, illness or death related to this Agreement. Insurance certifications shall be provided upon request.

Section 6: DEFAULT

In the event of default of any party hereto, any non-defaulting party may bring suit against the other to enforce the terms of this Agreement. In such event, the prevailing party shall be entitled to any remedies available at law and/or equity, including reasonable attorney's fees and the costs associated with the default. If the Parties fail to comply with any provision embodied herein, this lease shall be cancelled, declared null and void, and premises automatically restored to the former condition without demand for re-entry.

Section 7: NO ORAL MODIFICATION

No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the Parties hereto unless made in writing and duly signed by all Parties.

Section 8: CANCELLATION

In the event any party materially breaches, defaults or fails to perform hereunder, this Agreement may be canceled by the other party with cause on thirty (30) days written notice to the other in the event the breach, default or failure is not cured during that time. Licensors may cancel Agreement if unforeseen circumstances occur with thirty (30) days written notice to Licensee and all premises, structures and fixtures shall revert to Licensee with due compensation awarded by Licensors for improvements made by Licensee.

Section 9: WAIVER

A failure of any party to exercise any right provided for herein, shall not be deemed to be a waiver of any and all rights hereunder.

Section 10: ENTIRE AGREEMENT

This Agreement sets forth the entire understanding of the Parties as to the subject matter and may not be modified except in a writing executed by all Parties.

Section 11: SEVERABILITY

In the event any one or more of the provisions of this Agreement is invalid or otherwise unenforceable, the enforceability of remaining provisions shall be unimpaired.

Section 12: EXHIBITS

Any Exhibits attached hereto or incorporated herein are made a part of this Agreement for all purposes. The expression "this Agreement" means the body of this Agreement and the Exhibits.

Section 13: MULTIPLE COUNTERPARTS; EFFECTIVENESS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one Agreement. This Agreement shall become effective when executed and delivered by all the parties.

Section 14: JURISDICTION

Each party hereby irrevocably consents to the jurisdiction of all courts sitting in Anderson County, Tennessee or all federal courts sitting in Knoxville, Tennessee and agrees that venue for any legal action brought in connection with this Agreement shall lie exclusively in such courts.

Section 15: BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the Parties and upon their respective successors, heirs or assigns.

Section 16: CHOICE OF LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee.

Section 17: NOTICE

Any notice required or provided pursuant to this Agreement shall be in writing and sent or delivered to the Parties and counsel.

Section 18: TITLES AND SUBTITLES

Titles of paragraphs and subparagraphs are for convenient reference only and shall not have the effect of modifying, amending or changing the express terms of this Agreement.

Section 19: ASSIGNMENT

This Agreement shall be assignable only upon the written consent of the non-assigning party. Consent to an assignment shall not be unreasonably withheld. In the event of assignment or succession, the terms and conditions of this Agreement shall be binding upon the Parties and their successors, assigns, heirs, executors and/or administrators.

Section 20: FURTHER DOCUMENTATION

The Parties agree for themselves and their successors and assigns to hold this agreement as valid and to execute any and all instruments in writing, which are or may become necessary or proper to carry out the purpose and intent of this Agreement.

Section 21: RELEASE AND HOLD HARMLESS

The Parties mutually agree that they shall and do hereby release, forever discharge and hold harmless one another as well as the employees, agents and counsel for one another from any and all claims whatsoever, both known and unknown that may have existed prior to the execution of this Agreement or that may arise in the future related to this Agreement. The only claim that shall survive this Agreement is compliance with this Agreement.

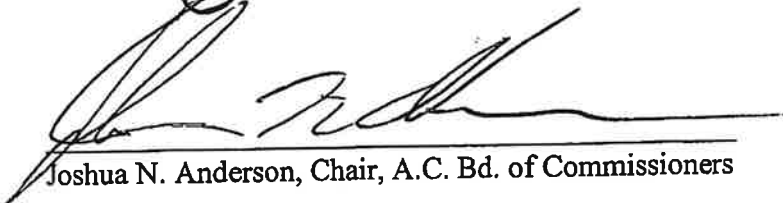
IN WITNESS WHEREOF, the Parties hereto, each acting under due and proper authority and counsel have accepted the terms and executed this Agreement on or about the date listed above.

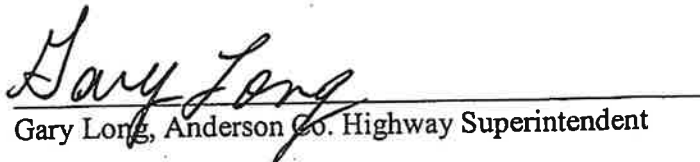
APPROVED by the Anderson County Board of Commissioners on June 21, 2021.

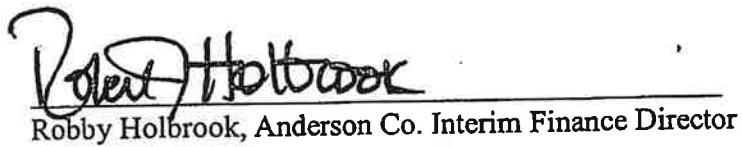
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ACCEPTANCE BY ANDERSON COUNTY (LICENSOR):

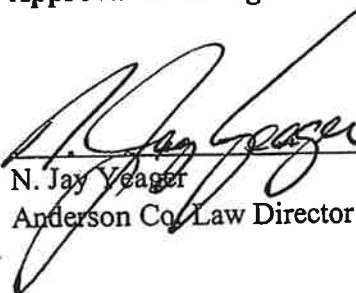

Terry Frank, Anderson Co. County Mayor


Joshua N. Anderson, Chair, A.C. Bd. of Commissioners


Gary Long, Anderson Co. Highway Superintendent


Robby Holbrook, Anderson Co. Interim Finance Director

Approval as to Legal Form:


N. Jay Yeager
Anderson Co. Law Director



ATTEST:


Jeff Cole, Anderson County Clerk

<Remainder of page intentionally left blank>

ACCEPTANCE BY TENNESSEE VALLEY AUTHORITY (LICENSEE):

Signature

Print Name

Position

Address

Phone