

RESOLUTION 12-24

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY AND THE CITY OF FAIRVIEW FOR COOPERATION IN THE PROVISION OF A HEALTHCARE CLINIC

WHEREAS, by partnership between the City of Fairview and Williamson County the county operates the Fairview Health Clinic; and

WHEREAS, both agencies believe the Healthcare Clinic has significant value and benefits in the community and both agencies desire for this arrangement to continue; and

WHEREAS, the agreement will expire on June 30, 2026, with the option to extend for two (2) additional terms of one (1) year each.

NOW, THEREFORE, BE IT RESOLVED the City of Fairview Board of Commissioners hereby authorizes the Mayor to execute the Interlocal Agreement between Williamson County and the City of Fairview for cooperation in the provision of a Healthcare Clinic.

Passed and adopted this the **21st**, day of **March, 2024**.

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney

**INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY, TENNESSEE AND
THE CITY OF FAIRVIEW, TENNESSEE FOR COOPERATION IN THE PROVISION OF A HEALTHCARE CLINIC**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into by and between WILLIAMSON COUNTY, TENNESSEE ("County"), a political subdivision of the State of Tennessee located at 1320 West Main Street, Franklin, Tennessee 37064, and the CITY OF FAIRVIEW, TENNESSEE ("City"), a municipal government of the State of Tennessee located at 7100 City Center Circle, Fairview, Tennessee 37062, to establish the terms and financial responsibilities of the parties for the provision of a healthcare clinic.

RECITALS

WHEREAS, County and City are governmental entities of the State of Tennessee and, as such, are authorized to enter into interlocal agreements pursuant to *Tennessee Code Annotated, Section 12-9-104*;

WHEREAS, the County owns improved real property located at 2629 Fairview Boulevard, Fairview, Tennessee 37062 currently being used as a healthcare clinic facility ("Clinic");

WHEREAS, City and County are currently parties to an interlocal agreement concerning the operation of the Clinic which expired on June 30, 2021;

WHEREAS, City has agreed to continue to pay for janitorial, maintenance and repair of the facility as well as the upkeep of the surrounding area, County would provide the facility, and the State of Tennessee would provide the staff; and

WHEREAS, City and County have negotiated a new interlocal agreement to continue cooperating in the provision of the Clinic.

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

I. Purpose of Agreement. The purpose of this Agreement is to clearly define the obligations, responsibilities, and financial obligations of the City and County for the maintenance, repair, upkeep, and financial and contractual responsibilities of the parties for the provision of a Clinic.

II. Authority. This Agreement is made and entered into pursuant to the authority granted to the parties under the *Interlocal Cooperation Act*, Tennessee Code Annotated Sections 12-9-101, et seq. (the "Act"), and the parties agree that all approvals and filings required by the terms of the Act shall be achieved as soon as possible from and after the execution of this Agreement.

III. Property and Facility. The structure currently being used as the Clinic is located at 2629 Fairview Boulevard, Fairview, Tennessee shall be referred to herein as the "facility" and the lot shall be referred to herein as the "property" for the purpose of this Agreement.

IV. Term. The initial term of this Agreement shall be for a period of approximately three (3) years which will begin on June 1, 2023 (beginning date), and end on June 30, 2026. This Agreement may be extended by written agreement and signed by all parties for two (2) additional terms of one (1) year each.

V. Annual Payment by City. The City agrees to pay to the County the sum of Forty-Five Thousand and 00/100 Dollars (\$45,000.00) for the three (3) year period, to be paid to the County in three (3) equal annual payments of Fifteen Thousand and 00/100 Dollars (\$15,000.00) prior to July 31st of each year. The first payment of Fifteen Thousand and 00/100 Dollars (\$15,000.00) shall be made by the City to the County within thirty (30) from the execution of this Agreement. Should this Agreement be extended for additional terms as provided in Section IV, the City shall pay an annual payment of Fifteen Thousand and 00/100 Dollars (\$15,000.00) for each year the Agreement is extended, to be paid in the same manner as the previous payments.

VI. City Obligations. In addition to the annual payments to the County, City agrees to the following obligations:

a. Utilities. City agrees to be responsible for the cost and provision of all utilities including water, sanitation, sewer, electricity, phone, light, heat, gas, power, fuel, and other services incident to City's use of the facility.

b. Janitorial Services. City agrees to be responsible for the cost and provision of janitorial services associated with the operation of the Clinic. Janitorial services includes, but is not limited to, cleaning bathrooms, sweeping, cleaning, or vacuuming the floors, and cleaning common areas of the Clinic which shall be conducted two (2) days per week or as needed. Emptying trash containers and removal of all other trash from the Clinic and ensuring paper products are available in the restrooms, shall be conducted on a daily basis or, at a minimum, two (2) workdays per week. City shall also be responsible for providing and changing all light bulbs in the facility as needed. City shall ensure that all spaces used to provide medical services are maintained in a clean, sanitized condition. The Health Department shall be responsible for procuring and providing the needed cleaning supplies.

c. Outside Maintenance. City, at its sole expense, shall perform limited maintenance of outside areas. City's obligations shall include only the following:

1. Maintain the lawn in a clean, manicured condition including, without limitation, mowing and trimming the lawn;

2. Maintain the outside area in a clean and sanitary condition, promptly removing all rubbish, trash, and litter; and

d. Plumbing. City shall keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed.

e. Appliances. City shall be responsible for its appliances that are owned by City and that are not fixtures.

f. Limitation on Duty to Repair. The City's obligation to conduct repairs and maintenance to the facility expressly does not include any repairs or replacements required by reason of the negligent acts or omissions of the County, its agents, employees, or those acting for or under the County.

VII. County's Obligations. The County agrees to be solely responsible for the following obligations:

a. Land and Building. County agrees to continue to provide the facility and land located at 2629 Fairview Boulevard, Fairview, Tennessee to be used as the Clinic.

b. Structural Repair. County, at its own cost and expense, shall maintain and make all necessary structural repairs and replacements to the facility, including its roof and exterior walls, doorways, window glass and frames, floor slabs, exterior pipes, and foundation.

c. Mechanical Repair. County shall be responsible for the maintenance and repair needed to the plumbing, heating, electrical, air conditioning, and ventilating equipment and fixtures to the end that all such items are kept in good operating condition by the City except in case of damage arising from a willful or negligent act of the City's agent, invitee, or employee, in which case the City will be responsible for the cost of the repairs.

d. Limitation on Duty to Repair. The County's obligation to conduct repairs and maintenance to the facility expressly does not include any repairs or replacements required by reason of the negligent acts or omissions of the City, its agents, employees, or those acting for or under the City.

e. Weekly Janitorial Service. The County may, depending on the availability of janitorial staff, provide a janitor once a week to conduct a more thorough job within the Clinic.

VIII. Fire or Other Casualty. If the facility should be damaged or destroyed by fire or other casualty so as to cause a material alteration in the character of the facility which prevents its substantial use in the manner theretofore used, either party may terminate this Agreement upon giving written notice to the other party.

IX. Insurance.

a. County shall maintain amounts under its self-insured program needed to meet its obligations contained in this subsection. In the event all or any portion of the facility is damaged or destroyed by fire, windstorm, or any other insurable casualty, County, in its discretion, may repair, restore, or rebuild the facility to the condition as reasonably possible as existed immediately prior to such damage or destruction. However, if the damage or destruction is found to be a result of the action or inaction of the City, the City shall be solely responsible for all cost to repair, restore, and rebuild the facility to the same condition as reasonably possible as existed immediately prior to such damage or destruction.

b. City shall continue to maintain general public liability insurance against claims and liability for personal injury death, or property damage arising from the use, occupancy, disuse, or condition of the property, facility, and adjoining areas or ways. This insurance will provide coverage of at least \$130,000.00 for each occurrence and \$350,000.00 aggregate for bodily injury, \$50,000.00 each occurrence for property damage,

\$1,000,000.00 for all claims other than claims falling within the GTLA and \$1,000.00 per person and \$10,000 per occurrence for coverage prior to litigation for medical payments.

X. Alterations. If City wishes to make any alterations or improvements to the property or facility, City shall pay for all such alterations or improvements. Prior to making any alterations or improvements, City shall provide plans to the County and obtain approval of the County prior to initiating the alteration or improvement.

XI. Limitation on Use. City shall use the facility for the provision of the Clinic. Tenant will not make or suffer any unlawful, improper, or offensive use of the facility or the surrounding property, or any use or occupancy thereof contrary to any law of the State or any ordinance of Williamson County, Tennessee or any other applicable law, rule, code, or ordinance, or which shall be injurious to any person or property, or which shall be liable to endanger or affect any insurance on the facility or to increase the premium thereof.

XII. Hazardous Material. City covenants, represents, and warrants that it will not install, use, generate, store, dispose of, or otherwise present in, on, or under the property any toxic or hazardous substance, including without limitation, asbestos, flammable explosives, cancer causing chemicals, pollutants, effluents, contaminants, or any substance ("Hazardous Material") deemed hazardous or toxic under any law relating to environmental conditions or industrial hygiene and which is stored or kept in a prohibited form or in excess of an allowable quantity.

XIII. Termination for Cause.

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

b. **County.** County may in its sole discretion terminate this Agreement at any time for any of the following causes: (a) City fails to pay any amounts due to County under this Agreement in the manner as provided in this Agreement; (b) Failure by City to maintain the property and facility in a clean and orderly manner; (c) City uses the facility or property in any unlawful manner; (d) City becomes insolvent or bankrupt; (e) City abandons the facility before the end of the term; or (F) Any other breach of the material terms of this Agreement by City which is not adequately remedied within thirty (30) days of the mailing of written notice thereof to City. Upon default by City, County may terminate this Agreement by giving City written notice of termination, which shall not excuse any breach of this Agreement by City. Upon termination based on breach of this Agreement, City shall pay the total rent due together with all other costs, expenses, or damages incurred by the County as a result of the breach of this Agreement

XIV. Termination for Convenience. Either party can terminate this Agreement by providing written notice no later than April 30th of each year to be effective on the following June 30 of the same year.

XV. Cooperation. The parties agree to cooperate fully in order to successfully execute the terms and conditions of this Agreement including obtaining all regulatory and governmental approvals required by this Agreement recognizing that the intent of each party to the other is to serve the individual interests of each party while respecting the conditions and obligations of this Agreement.

XVI. Limitation on Liability. Each party shall be responsible for its own actions and the actions of their employees, contractors, subcontractors, and agents conducted pursuant to this Agreement. Neither party shall be liable for claims against the other party unless liability is imposed under the Tennessee Governmental Tort Liability Act or other applicable law.

XVII. General Terms.

a. Choice of Law and Forum. This Agreement shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this Agreement, or any exhibits hereto, becomes subject to litigation, the venue for such action will be exclusively maintained in a court of competent jurisdiction sitting in Williamson County, Tennessee.

b. Notices. All notices, demands, and requests to be given hereunder by either party shall be in writing and must be sent by certified or registered mail and shall be deemed properly given if tendered at the address below or at such other address as either party shall designate by written notice to the other.

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

City: City of Fairview, Tennessee
City Hall
P.O. Box 69
7100 City Center Circle
Fairview, TN 37062
Attn: City Manager

c. Entire Agreement and Modifications in Writing. This Agreement and any exhibits included herewith at the time of execution of this Agreement contain the entire agreement between the parties, and no statement, promises, or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid or binding; and this Agreement may not be enlarged, modified, or altered except in writing and signed by the parties and attached hereto.

d. Dispute Resolution. The parties may agree to participate in non-binding mediation in an attempt to resolve any disputes. Notwithstanding the foregoing statement, any claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by a court of law.

e. Assignment. The rights and obligations of this Agreement are not assignable.

f. Waiver. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the parties against who charged.

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

h. Severability. If any one or more of the covenants, agreements, or provisions of this Agreement shall be held contrary to any expressed provisions of law or contrary to any policy of expressed law, although not expressly prohibited, contrary to any express provision of public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements, or provisions of this Agreement.

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

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

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

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

m. Assumption of Responsibility. City assumes full responsibility for all persons acting on behalf of or through City with respect to City's use of the facility, including City's employees, agents, and contractors. The County assumes responsibility for all persons acting by or under direction of the County with respect to its obligations of this Agreement, including County's employees, agents, and invitees.

n. No Representations. Except as otherwise expressly set forth in this Agreement, City acknowledges that County has made no representations with respect to the physical condition of the property or facility, the condition of any improvements thereon, or the laws, rules, orders, zoning and building ordinances, regulations, and requirements of any authority applicable thereto.

o. Compliance with Laws. The parties shall comply with all laws of the United States of America, the State of Tennessee, and local laws and shall secure all required permits and licenses and keep the same in force during the term of this Agreement.

IN WITNESS WHEREOF, County and City have executed this Agreement effective as of the date and year written below.

ATTEST:

WILLIAMSON COUNTY, TENNESSEE

BY:

BY: Rogers Anderson, Williamson County Mayor

DATE: _____

DATE: _____

APPROVED AS TO FORM AND LEGALITY:


Williamson County Attorney

ATTEST:

CITY OF FAIRVIEW

BY:

BY: Lisa Anderson, City of Fairview Mayor

DATE: _____

DATE: _____

APPROVED AS TO FORM AND LEGALITY:

Fairview City Attorney

THOMAS B. CAHILL ATTORNEY AT LAW, P.C.

MARIA LISA FRANO
847.888.9730
847.931.3658 (Fax)
maria@tbclaw.com

February 29, 2024

VIA EMAIL (tdaugherty@fairview-tn.org)

Tom Daugherty
City Manager
City of Fairview
7111 Bowie Lake Road
Fairview, TN 37062

Re: Schmitt Koffee Inc. ("**Purchaser**") of 2387 Fairview Boulevard, Fairview, Tennessee ("**Premises**")

Dear Mr. Daugherty:

We have been asked to assist Purchaser in possibly coming to an agreement with the City of Fairview ("**City**") regarding the necessity of a center turn lane to access the Premises from Fairview Boulevard.

On May 30, 2023, Purchaser's engineers had a pre-application meeting with Ms. Totty (former City engineer) regarding the proposed use at the Premises and the requirements for permitting. At said meeting there was no mention of a center turn lane being needed for Purchaser's intended use, nor the requirement of a traffic study. With the information that was given to Purchaser's engineers, Purchaser moved forward in good faith with engineering studies, planning, environmental studies, title and survey, which cost Purchaser approximately \$67,000.

On September 13, 2023, as Purchaser was preparing its plans and applications for submittal to the City for permits the new City Planner, Ethan Greer, informed Purchaser that a traffic study would be required before proceeding with Purchaser's plan approval and permit application. After such notification, Purchaser delayed submitting its plans for approval and engaged a traffic study vendor. The data acquired in said study indicated that, according to the Tennessee Department of Transportation requirements, a center turn lane must be installed for a business at the Premises. The data from our client's study along with physical traffic observations would indicate that the traffic conditions requiring a center turn lane already exist among the existing businesses along this road. This along with the studies done by the City of Fairview in 2022 would offer further proof of the existing traffic issue that our client is being required to pay for in order to proceed with the land purchase and bringing his business to the City of Fairview.

Purchaser is unable to absorb the \$300,000 plus cost of making the road corrections to address this existing issue and is seeking a response from the City as to whether they would fund the road improvements to allow Purchaser to continue with its purchase of and subsequent improvement of the Premises.

Should you have any questions regarding the above or if you would like to discuss the same, please do not hesitate to contact me.

The courtesy of a reply by March 6, 2024, would be greatly appreciated.

Very truly yours,

THOMAS B. CAHILL, P.C.



By: Maria Lisa Frano

/mlf

cc: John Schmitt (email)