

# FAYETTE COUNTY COMMISSION

## COMMITTEE AGENDAS

November 2018

### November 12, Monday (Veteran's Day)

**Development** **5:30 pm**

1. Contractor Permit Fees
2. Flood Damage Prevention District
3. Petition in support of naming a bridge in memory of Charles Brewer, Sr.

**Health & Welfare** **6:15 pm**

1. Ambulance Reports
  - Runs Report
  - Unavailable Report
  - Collections Report
  - 90% Response Time Report
  - Budget Report
2. Spirit Architecture – Animal Shelter Study Contract
3. Referendum Discussion

**Personnel** **(Not Meeting)**

### November 13, Tuesday

**Education** **5:30 pm**

1. Resolution Recognizing Prior Establishment & Existence of the Somerville-Fayette County Library
2. School Resource Officers
3. STEM Academy Presentation – Dr. King

**Criminal Justice and Public Safety** **6:15 pm**

1. Sheriff's Activity Report
2. School Resource Officers
3. Budget Amendment – 101 – Circuit Court Reserve Request
4. Budget Amendment – 101 – Juvenile Court Request from October

**Budget** **7:00 pm**

1. Budget Amendment – 101 – Misc. No Fund Balance Changes
2. Budget Amendment – 101 – County Clerk Reserve Request
3. Budget Amendment – 101 – Circuit Court Reserve Request
4. Budget Amendment – 101 – Juvenile Court Request from October
5. Contractor Permit Fees
6. Spirit Architecture – Animal Shelter Study Contract
7. Referendum Discussion
8. School Resource Officers

# **Contractor Permit Fees**

## RESOLUTION

### A RESOLUTION TO REVISE WHAT FEE AMOUNTS ARE CHARGED TO OFFSET THE COSTS OF SITE PLAN AND REZONING REVIEW UNDER THE ZONING LAW

WHEREAS, pursuant to Tennessee Code Annotated Sections 13-7-101 and 13-7-102 the Fayette County Board of Commissioners has adopted a Zoning Resolution and Zoning Map for Fayette County; and

WHEREAS, pursuant to Tennessee Code Annotated Section 13-7-105 the Fayette County Board of Commissioners is empowered to amend the number, shape, boundary, area, or any regulation of or within any district or districts or any other provision of the zoning resolution; and

WHEREAS, pursuant to Article IV of the Fayette County Zoning Resolution a public hearing was held on the proposed Amendment by the Fayette County Regional Planning Commission on November 5, 2018, the time and place of which was published with at least five (5) days advance notice in the Fayette Falcon newspaper of general circulation in Fayette County; and

WHEREAS, pursuant to Tennessee Code Annotated Section 13-7-105 and Article IV of the Fayette County Zoning Resolution a public hearing was held before the Fayette County Board of Commissioners on November 27, 2018, the time and place of which was published with at least fifteen (15) days advance notice in the Fayette Falcon newspaper of general circulation in Fayette County;

NOW, THEREFORE, BE IT RESOLVED BY THE FAYETTE COUNTY BOARD OF COMMISSIONERS, IN REGULAR SESSION ASSEMBLED THIS 27th DAY OF NOVEMBER, 2018:

SECTION 1. That there be revised Section 4 of "Appendix A – Schedule of Fees," which reads: "Site Plans. For a site plan there shall be levied a nonrefundable review fee of \$100.00 per acre, or fraction of an acre, to a maximum fee of \$1,000.00."

To read: "Site Plans. For a site plan there shall be levied a nonrefundable review fee of \$100.00 for the first plan sheet plus \$300.00 for each additional plan sheet required by the building commissioner to a maximum fee of \$3,100.00."

SECTION 2. That there be revised Section 5.1 of "Appendix A – Schedule of Fees," which reads: "Tracts of land containing not more than ten (10) acres – \$650.00."

To read: "\$300.00 plus \$20.00 per acre, or fraction of an acre, to a maximum fee of \$2,000.00 for an application to a residential district."

SECTION 3. That there be revised Section 5.2 of "Appendix A – Schedule of Fees," which reads: "Tracts of land containing more than ten (10) acres – \$650.00 for the first ten (10) acres then \$20.00 per acre or fraction of an acre for a maximum fee of \$1,100.00."

To read: "\$300.00 plus \$200.00 per acre, or fraction of an acre, to a maximum fee of \$3,100.00 for an application to a commercial district."

SECTION 4. That there be added a Section 5.3 of "Appendix A – Schedule of Fees," which reads: "\$300.00 plus \$300.00 per acre, or fraction of an acre, to a maximum fee of \$3,000.00 for an application to a special activity district."

SECTION 5. That there be added a Section 5.4 of "Appendix A – Schedule of Fees," which reads: "\$300.00 plus \$300.00 per acre, or fraction of an acre, to a maximum fee of \$3,000.00 for an application to an industrial district."

# **Flood Damage Prevention District**

## RESOLUTION

### A RESOLUTION RESPONSIVE TO THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION'S DEMAND FOR CERTAIN AMENDMENTS OF FAYETTE COUNTY'S FLOOD REGULATIONS AND TO BETTER DETER THE UNLAWFUL FILLING OF A FLOODWAY

WHEREAS, pursuant to Tennessee Code Annotated Sections 13-7-101 and 13-7-102 the Fayette County Board of Commissioners has adopted a Zoning Resolution and Zoning Map for Fayette County; and

WHEREAS, pursuant to Tennessee Code Annotated Section 13-7-105 the Fayette County Board of Commissioners is empowered to amend the number, shape, boundary, area, or any regulation of or within any district or districts or any other provision of the zoning resolution; and

WHEREAS, pursuant to Article IV of the Fayette County Zoning Resolution a public hearing was held on the proposed Amendment by the Fayette County Regional Planning Commission on November 5, 2018, the time and place of which was published with at least five (5) days advance notice in the Fayette Falcon newspaper of general circulation in Fayette County; and

WHEREAS, pursuant to Tennessee Code Annotated Section 13-7-105 and Article IV of the Fayette County Zoning Resolution a public hearing was held before the Fayette County Board of Commissioners on November 27, 2018, the time and place of which was published with at least fifteen (15) days advance notice in the Fayette Falcon newspaper of general circulation in Fayette County;

NOW, THEREFORE, BE IT RESOLVED BY THE FAYETTE COUNTY BOARD OF COMMISSIONERS, IN REGULAR SESSION ASSEMBLED THIS 27th DAY OF NOVEMBER, 2018:

SECTION 1. That there be revised "Article III – Board of Appeals" by redesignating as Section "4.3.3" the current Section "4.3.2," which reads: "in issuing a variance, the Board of Appeals may impose such conditions regarding the siting, character and other features of the proposed lot or building as it may deem necessary in furtherance of the intents and purposes of this Resolution."

SECTION 2. That there be revised "Article III – Board of Appeals" by inserting the following new provision as Section "4.3.2": "additionally, where the variance sought arises from the provisions of Article IX, Section A, of this Resolution:

(a) the Board of Appeals shall consider all technical evaluations, all relevant factors, all standards specified in other sections of the Resolution, and: (1) the danger that materials may be swept onto other property to the injury of others; (2) the danger to life and property due to flooding or erosion; (3) the susceptibility of the proposed facility and its contents to flood damage; (4) the importance of the services provided by the proposed facility to the community; (5) the necessity of the facility to a waterfront location, in the case of a functionally dependent use; (6) the availability of alternative locations, not subject to flooding or erosion damage, for the proposed use; (7) the relationship of the proposed use to the comprehensive plan and floodplain management program for that area; (8) the safety of access to the property in times of flood for ordinary and emergency vehicles; (9) the expected heights, velocity, duration, rate of rise and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site; and (10) the costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, water systems, and streets and bridges.

(b) a variance may be issued for the repair or rehabilitation of historic structures as defined herein, upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary deviation from the requirements of Article IX, Section A.

(c) a variance shall only be issued upon a showing of good and sufficient cause and a determination that to not issue the variance would result in exceptional hardship as well as a determination that to issue the

variance would not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisance, cause fraud or victimization of the public, or conflict with existing local laws; and in no case shall a variance be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

(d) any applicant to whom a variance is granted shall be given written notice that the issuance of a variance to construct a structure below the Base Flood Elevation will result in increased premium rates for flood insurance (as high as \$25.00 per \$100.00 coverage), and that such construction below the Base Flood Elevation increases risks to life and property.”

SECTION 3. That there be revised “Article IX – Overlay Districts” by redesignating as Section “A.6.3(c)” the current Section “A.6.3(b),” which reads: “new construction or substantial improvements of buildings shall comply with all applicable flood hazard reduction provisions of Section A.6.1 and A.6.2.”

SECTION 4. That there be revised “Article IX – Overlay Districts” by inserting the following new provision as Section “A.6.3(b)”: “in addition to the measures authorized by Article II, Section 2.2, of this Resolution, enforcement of Section A.6.3(a), preceding, may include the withholding and/or revocation of approvals and/or permits to the subject land and/or to any adjacent land(s) intended to be advantaged by the prohibited activity, as well as performance of such corrective action as required by the Fayette County Regional Planning Commission, including specified engineering evaluations and studies at no cost to Fayette County along with complete reversal of the prohibited activity and full restoration of conditions as they existed previous to the work.”

SECTION 5. That this Resolution shall become effective the day following its adoption, THE PUBLIC WELFARE REQUIRING IT.

# Bridge Naming Petition

FAYETTE COUNTY, TENNESSE

PETITION TO NAME BRIDGE IN MEMORY OF CHARLES DUDLEY BREWER, SR.

We the undersigned registered voters in Commission District 3, Fayette County, Tennessee, hereby request that the Fayette County Board of Commissioners adopt a resolution recommending that the State of Tennessee name a bridge at mile marker 8 on State Highway 59 in District 3, Fayette County, in memory of

CHARLES DUDLEY BREWER, SR. (1937 – 2015)

PETITIONING SIGNATURES

(must be registered voters in District 3 – address as listed on registration – no P. O. boxes)

- 1. Sign here Walter Brewer Street address 6535 Hwy 59  
 Print here Walter Brewer City, state, zip Somerville, TN 38068
- 2. Sign here Clara Brewer Street address 6535 Hwy. 59  
 Print here Clara Brewer City, state, zip Somerville, TN. 38068
- 3. Sign here Earnesteen Brewer Street address 6515 Hwy. 59  
 Print here Earnesteen Brewer City, state, zip Somerville, Tenn, 38068
- 4. Sign here Alberta Williams Street address 50 Wagon Wheel Rd.  
 Print here Alberta Williams City, state, zip Somerville Tenn 38068
- 5. Sign here Alexis S. Douglas Street address 2970 Wagon Wheel Dr  
 Print here Alexis S. Douglas City, state, zip Somerville, TN 38068
- 6. Sign here Dallis L. Douglas Street address 2970 Wagon Wheel Rd  
 Print here Dallis L. Douglas City, state, zip Somerville, TN, 38068
- 7. Sign here Cynthia A. Douglas Street address 2970 Wagon Wheel Rd.  
 Print here Cynthia A. Douglas City, state, zip Somerville, TN, 38068
- 8. Sign here Richard Smith Street address 2970 Wagon Wheel Dr  
 Print here Richard Smith City, state, zip Somerville TN 38068
- 9. Sign here Floyd Bonner Street address 130 Belmont Rd  
 Print here Floyd Bonner City, state, zip Mason, TN. 38049
- 10. Sign here Ernestine Bonner Street address 130 Belmont Rd  
 Print here Ernestine Bonner City, state, zip Mason, TN 38049
- 11. Sign here Gloria Nelson Street address 16315 Hy 76 N  
 Print here Gloria J Nelson City, state, zip Somerville, TN 38068



12.	Sign here	<u>Mae Douglas</u>	Street address	<u>3045 Wagon Wheel Somerville TN</u>
	Print here	<u>Mae Douglas</u>	City, state, zip	<u>Somerville TN 38068</u>
13.	Sign here	<u>Estra Buford</u>	Street address	<u>720 Bernard Rd Mason, TN</u>
	Print here	<u>Estra Buford</u>	City, state, zip	<u>2740 Hwy 222 Somerville TN</u>
14.	Sign here	<u>Lue Hall</u>	Street address	<u>4845 Old Fifty Nine Dr.</u>
	Print here	<u>LUE HALL</u>	City, state, zip	<u>Mason, TN 38049</u>
15.	Sign here	<u>Freddie J Hall</u>	Street address	<u>4845 Old Fifty-Nine Drive</u>
	Print here	<u>Freddie J. Hall</u>	City, state, zip	<u>Mason, TN 38049</u>
16.	Sign here	<u>Belinda Springfield</u>	Street address	<u>4535 Thorpe Drive</u>
	Print here	<u>Belinda Springfield</u>	City, state, zip	<u>Mason TN 38049</u>
17.	Sign here	<u>Ike Springfield</u>	Street address	<u>4535 Thorpe Drive</u>
	Print here	<u>Ike Springfield</u>	City, state, zip	<u>Mason TN 38049</u>
18.	Sign here	<u>Willie J. Washington</u>	Street address	<u>4535 Thorpe Drive</u>
	Print here	<u>Willie J. Washington</u>	City, state, zip	<u>Mason TN 38049</u>
19.	Sign here	<u>Charles D. Brewer Jr.</u>	Street address	<u>6515 Hwy 59W</u>
	Print here	<u>CHARLES D. BREWER JR.</u>	City, state, zip	<u>SOMERVILLE TN. 38068</u>
20.	Sign here	<u>Clyde Neal</u>	Street address	<u>6540 Hwy 59</u>
	Print here	<u>CLYDE NEAL</u>	City, state, zip	<u>SOMERVILLE, TN 38068</u>
21.	Sign here	<u>Imodity Neal</u>	Street address	<u>7715 Hwy 59</u>
	Print here	<u>IMODITY NEAL</u>	City, state, zip	<u>SOMERVILLE, TN. 38068</u>
22.	Sign here	<u>Arthur White</u>	Street address	<u>900 Max 222</u>
	Print here	<u>ARTHUR WHITE</u>	City, state, zip	<u>SOMERVILLE TN.</u>
23.	Sign here	<u>Volanda Neal</u>	Street address	<u>6495 Hwy 59</u>
	Print here	<u>YOLANDA NEAL</u>	City, state, zip	<u>SOMERVILLE, TN 38068</u>
24.	Sign here	<u>Othine Davis</u>	Street address	<u>240 Brewer Rd.</u>
	Print here	<u>Othine Davis</u>	City, state, zip	<u>Somerville, TN 38068</u>
25.	Sign here	<u>Angela D. Davis</u>	Street address	<u>240 Brewer Rd.</u>
	Print here	<u>Angela D. Davis</u>	City, state, zip	<u>Somerville, TN. 38068</u>
26.	Sign here	<u>Chester Davis</u>	Street address	<u>140 Galen Rod Wax</u>
	Print here	<u>CHESTER DAVIS</u>	City, state, zip	<u>Somerville TN 38068</u>
27.	Sign here	<u>Mary Davis</u>	Street address	<u>140 Holden Rod Wax Somerville TN</u>
	Print here	<u>MARY DAVIS</u>	City, state, zip	<u>Somerville TN. 38068</u>

- |     |   |   |
|-----|---|---|
| 28. | Sign here <u>Michael Whitaker</u>       | Street address <u>855 Sunai Dr.</u>         |
|     | Print here <u>Michael Whitaker</u>      | City, state, zip <u>Mason TN 38049</u>      |
| 29. | Sign here <u>Sharon N Whitaker</u>      | Street address <u>855 Sunai Dr.</u>         |
|     | Print here <u>Sharon N Whitaker</u>     | City, state, zip <u>Mason, TN 38049</u>     |
| 30. | Sign here <u>John C. Rice III</u>       | Street address <u>375 Hwy 59</u>            |
|     | Print here <u>JOHN C. RICE III</u>      | City, state, zip <u>MASON TN 38049</u>      |
| 31. | Sign here <u>Elizabeth J. Rice</u>      | Street address <u>375 Hwy 59</u>            |
|     | Print here <u>Elizabeth T. Rice</u>     | City, state, zip <u>Mason, TN 38049</u>     |
| 32. | Sign here <u>Alida H. Gover</u>         | Street address <u>905 Gray Dr.</u>          |
|     | Print here <u>Alida H Gover</u>         | City, state, zip <u>Mason TN 38049</u>      |
| 33. | Sign here <u>Linda M. Dolabite</u>      | Street address <u>8675 Highway 59</u>       |
|     | Print here <u>Linda McNabb Dolabite</u> | City, state, zip <u>Somerville TN 38068</u> |
| 34. | Sign here <u>Bill Walker</u>            | Street address <u>2180 Yum Yum Rd</u>       |
|     | Print here <u>Bill A Walker</u>         | City, state, zip <u>Somerville TN 38068</u> |
| 35. | Sign here <u>John S. Wilder III</u>     | Street address <u>4770 Hwy 59</u>           |
|     | Print here <u>John S. Wilder III</u>    | City, state, zip <u>Mason, TN 38049</u>     |
| 36. | Sign here <u>John S. Wilder Jr</u>      | Street address <u>4775 Hwy 59</u>           |
|     | Print here <u>John S. Wilder Jr</u>     | City, state, zip <u>Mason TN 38049</u>      |
| 37. | Sign here _____                         | Street address _____                        |
|     | Print here _____                        | City, state, zip _____                      |
| 38. | Sign here _____                         | Street address _____                        |
|     | Print here _____                        | City, state, zip _____                      |
| 39. | Sign here _____                         | Street address _____                        |
|     | Print here _____                        | City, state, zip _____                      |
| 40. | Sign here _____                         | Street address _____                        |
|     | Print here _____                        | City, state, zip _____                      |
| 41. | Sign here _____                         | Street address _____                        |
|     | Print here _____                        | City, state, zip _____                      |
| 42. | Sign here _____                         | Street address _____                        |
|     | Print here _____                        | City, state, zip _____                      |

## **Ambulance Reports**

- **Run Report**
- **Unavailable Report**
- **Collections Report**
- **90% Response Time Report**
- **Budget Report**



ZONE BREAKDOWN 2018-2019	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
DISTRICT 1 SOMERVILLE	111	117	108	115									451
DISTRICT 2 BRADEN	8	15	20	12									55
DISTRICT 3 PIPERTON	11	12	12	15									50
DISTRICT 4 OAKLAND	98	84	80	68									330
DISTRICT 5 GALLAWAY	19	20	28	13									80
DISTRICT 6 ROSSVILLE	14	23	17	11									65
DISTRICT 7 WILLISTON	16	10	6	4									36
DISTRICT 8 LAGRANGE	11	2	5	2									20
DISTRICT 9 MOSCOW	24	18	24	21									87
DISTRICT 10 WEST FAYETTE	14	14	9	9									46
DISTRICT 11 MACON	17	15	13	20									65
DISTRICT 12 NORTH FAYETTE	14	17	14	18									63
DISTRICT 13 NORTHEAST FAYETTE	9	7	7	11									34
DISTRICT 14 HICKORY WITH	29	20	25	19									93
DISTRICT 15 STATION 15	10	8	2	8									28
HARDEMAN COUNTY	0	1	4	0									5
SHELBY COUNTY	0	0	0	0									0
TIPTON COUNTY	0	0	0	1									1
OTHER	0	0	0	0									0
HAYWOOD COUNTY	0	0	0	2									2
<b>Totals</b>	<b>405</b>	<b>383</b>	<b>374</b>	<b>349</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1511</b>
ZONE BREAKDOWN 2017-2018	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
DISTRICT 1 SOMERVILLE	117	117	97	108	113	102	95	89	119	99	93	112	1261
DISTRICT 2 BRADEN	24	19	26	26	30	24	14	13	29	19	10	22	256
DISTRICT 3 PIPERTON	14	6	8	10	9	17	14	10	13	23	9	7	140
DISTRICT 4 OAKLAND	85	98	90	102	82	99	99	91	74	77	63	70	1030
DISTRICT 5 GALLAWAY	20	15	20	11	16	21	22	19	26	17	22	19	228
DISTRICT 6 ROSSVILLE	27	20	24	20	18	19	26	15	15	17	11	27	239
DISTRICT 7 WILLISTON	9	4	6	11	14	15	10	9	5	11	9	6	109
DISTRICT 8 LAGRANGE	6	3	5	3	3	7	6	5	5	3	2	1	49
DISTRICT 9 MOSCOW	24	18	20	15	16	20	21	23	23	23	14	17	234
DISTRICT 10 WEST FAYETTE	16	9	19	16	11	24	24	16	10	14	13	13	185
DISTRICT 11 MACON	10	19	20	11	12	12	18	11	18	11	15	13	170
DISTRICT 12 NORTH FAYETTE	5	8	7	8	7	6	6	6	9	4	7	4	77
DISTRICT 13 NORTHEAST FAYETTE	4	10	10	4	10	8	11	4	12	9	9	8	99
DISTRICT 14 HICKORY WITH	27	27	32	24	29	22	23	12	22	18	24	21	281
DISTRICT 15 STATION 15	8	6	3	7	9	2	4	4	4	8	7	5	67
HARDEMAN COUNTY	1	2	1	1	3	2	1	1	1	0	0	2	15
SHELBY COUNTY	0	0	1	0	0	2	2	0	0	0	0	0	5
TIPTON COUNTY	0	0	1	1	2	0	0	0	0	0	0	0	4
OTHER	1	1	1	2	0	1	1	0	0	1	0	1	9
HAYWOOD COUNTY	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Totals</b>	<b>398</b>	<b>382</b>	<b>391</b>	<b>380</b>	<b>384</b>	<b>403</b>	<b>397</b>	<b>328</b>	<b>385</b>	<b>354</b>	<b>308</b>	<b>348</b>	<b>4458</b>

FIRE DISTRICT	JUL 2018			AUG 2018			SEP 2018			OCT 2018			NOV 2018			DEC 2018		
AVERAGE ROLLING RESPONSE	90TH %	AVE	CALLS	90TH %	AVE	CALLS	90TH %	AVE	CALLS	90TH %	AVE	CALLS	90TH %	AVE	CALLS	90TH %	AVE	CALLS
SOMERVILLE	12.51	6.36	94	15.22	7.31	90	18.26	8.30	85	15.09	8.00	83						
BRADEN	16.49	15.16	5	19.36	14.49	9	21.33	19.26	30	23.00	20.31	9						
PIPERTON	9.00	6.52	9	11.50	8.29	10	13.00	10.59	8	17.00	10.05	12						
OAKLAND	15.40	7.05	59	14.00	7.00	58	14.57	8.41	51	15.15	7.46	46						
GALLAWAY	23.00	18.14	13	23.00	16.43	12	20.00	16.59	19	19.28	17.29	8						
ROSSVILLE	11.00	7.31	11	7.58	5.20	18	16.00	6.29	11	7.05	4.46	8						
WILLISTON	21.34	12.32	15	21.00	16.45	8	18.36	15.10	6	14.55	12.56	4						
LAGRANGE	24.00	18.27	10	23.18	21.51	2	19.00	17.51	2	13.00	13.00	1						
MOSCOW	15.00	11.12	17	20.04	14.32	17	21.05	13.58	16	18.39	14.06	17						
WEST FAYETTE	10.00	5.23	10	14.32	9.33	9	13.00	10.37	8	12.27	10.37	8						
MACON	10.34	9.47	6	14.05	9.49	8	13.31	10.03	11	19.00	11.29	15						
NORTH FAYETTE	13.55	10.54	10	17.28	15.12	10	24.00	15.56	7	27.00	14.48	15						
NORTH EAST	14.48	14.26	7	33.19	20.44	3	23.11	18.31	6	17.18	14.57	8						
HICKORY WITH	17.47	12.05	25	20.00	13.20	14	17.00	12.48	20	14.26	10.33	12						
DISTRICT 15	19.13	19.53	8	17.45	15.48	5	11.07	11.07	1	16.31	15.15	7						
HARDEMAN COUNTY	0.00	0.00	0	0.00	0.00	0	28.40	16.43	4	0.00	0.00	0						
SHELBY COUNTY	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0.00	0.00	0.00	0						
TIPTON COUNTY	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0.00	39.00	39.00	1						
OTHER	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0.00	0.00	0.00	0						
HAYWOOD COUNTY	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0.00	23.24	23.24	2						
FIRE DISTRICT	JAN 2019			FEB 2019			MAR 2019			APR 2019			MAY 2019			JUN 2019		
AVERAGE ROLLING RESPONSE	90TH %	AVE	CALLS	90TH %	AVE	CALLS	90TH %	AVE	CALLS	90TH %	AVE	CALLS	90TH %	AVE	CALLS	90TH %	AVE	CALLS
SOMERVILLE																		
BRADEN																		
PIPERTON																		
OAKLAND																		
GALLAWAY																		
ROSSVILLE																		
WILLISTON																		
LAGRANGE																		
MOSCOW																		
WEST FAYETTE																		
MACON																		
NORTH FAYETTE																		
NORTH EAST																		
HICKORY WITH																		
DISTRICT 15																		
HARDEMAN COUNTY																		
SHELBY COUNTY																		
TIPTON COUNTY																		
OTHER																		
HAYWOOD COUNTY																		

FAYETTE COUNTY AMBULANCE SERVICE

Revenues/Expenditures Report

2018-19

YTD%: 33.33%

CODE	DESCRIPTION	Actual Budget 2017-18	Amended Budget 2018-19	October Year-To-Date 2017-18	October Year-To-Date 2018-19	YTD percent of Budget
<b>REVENUE</b>						
43120	Patient Charges	\$ 1,250,000	\$ 1,450,000	\$ 362,730	\$ 555,172	38.29%
	<b>TOTAL</b>	\$ 1,250,000	\$ 1,450,000	\$ 362,730	\$ 555,172	
<b>EXPENSES</b>						
<b>55130 Ambulance Service</b>						
105	Director	\$ 77,646	\$ 73,542	\$ 23,490	\$ 21,214	28.85%
109	Captain(s)	\$ 61,487	\$ 58,922	\$ 13,725	\$ 12,562	21.32%
110	Lieutenant(s)	\$ 115,735	\$ 112,241	\$ 24,624	\$ 22,867	20.37%
161	Secretary	\$ 35,135	\$ 35,838	\$ 11,446	\$ 11,689	32.61%
164	Attendants	\$ 629,225	\$ 639,022	\$ 187,217	\$ 174,469	27.30%
169	Part-time Personel	\$ 92,085	\$ 105,060	\$ 27,084	\$ 16,031	15.26%
187	Overtime Pay	\$ 423,084	\$ 376,380	\$ 124,666	\$ 126,846	33.70%
196	In -Service Training	\$ 3,000	\$ 3,150	\$ -	\$ -	0.00%
201	Social Security	\$ 80,753	\$ 87,058	\$ 26,435	\$ 24,690	28.36%
204	State Retirement	\$ 48,202	\$ 52,094	\$ 9,310	\$ 11,099	21.31%
205	Employee & Dep. Insurance	\$ 175,816	\$ 233,640	\$ 51,144	\$ 54,293	23.24%
210	Unemployment Compensation	\$ -	\$ -	\$ -	\$ -	0.00%
212	Employer Medicare	\$ 18,886	\$ 20,361	\$ 6,182	\$ 5,774	28.36%
302	Advertising	\$ -	\$ 2,000	\$ -	\$ 219	10.95%
307	Communication	\$ 11,500	\$ 11,622	\$ 2,922	\$ 3,141	27.03%
312	Contracts w/ Private Agencies	\$ 15,000	\$ 15,000	\$ -	\$ 15,000	100.00%
318	Debt Collections	\$ 115,251	\$ 96,588	\$ 18,143	\$ 30,602	31.68%
320	Dues & Memberships	\$ 600	\$ 600	\$ 590	\$ -	0.00%
333	Licenses	\$ 3,000	\$ 3,000	\$ -	\$ 415	13.83%
335	Main & Repair - Bldg	\$ 3,000	\$ 3,000	\$ 1,154	\$ 2,308	76.93%
337	Maint & Repair-Equipment	\$ 2,000	\$ 2,000	\$ 672	\$ 747	37.35%
338	Maint & Repair-Vehicles	\$ 75,000	\$ 79,556	\$ 18,113	\$ 33,379	41.96%
348	Postage	\$ 2,300	\$ 2,300	\$ -	\$ 122	5.29%
349	Stationary and Forms	\$ -	\$ 1,000	\$ -	\$ -	0.00%
351	Rentals	\$ 900	\$ 900	\$ 224	\$ 224	24.90%
355	Travel	\$ 2,000	\$ 2,000	\$ 423	\$ -	0.00%
410	Custodial Supplies	\$ 1,750	\$ 2,500	\$ 424	\$ 686	27.46%
412	Diesel Fuel	\$ 55,000	\$ 55,000	\$ 14,794	\$ 20,183	36.70%
413	Drugs & Medical Supplies	\$ 80,000	\$ 80,000	\$ 30,772	\$ 38,837	48.55%
425	Gasoline	\$ 2,400	\$ 2,400	\$ 811	\$ 799	33.29%
435	Office Supplies	\$ 3,300	\$ 3,300	\$ 773	\$ 860	26.06%
451	Uniforms	\$ 5,000	\$ 5,000	\$ -	\$ 1,293	25.86%
452	Utilities	\$ 10,000	\$ 10,000	\$ 2,256	\$ 2,876	28.76%
499	Other Supplies and Materials	\$ 20,000	\$ -	\$ 67	\$ -	0.00%
502	Building & Contents Insurance	\$ -	\$ 712	\$ -	\$ -	0.00%
511	Vehicle Insurance	\$ 44,000	\$ 44,222	\$ 37,378	\$ 44,222	100.00%
708	Communication Equipment	\$ 2,200	\$ 2,200	\$ -	\$ -	0.00%
709	Data Processing Equipment	\$ -	\$ 2,000	\$ -	\$ 452	22.59%
711	Furniture and Fixtures	\$ 700	\$ 3,700	\$ -	\$ -	0.00%
718	Motor Vehicles	\$ 195,000	\$ -	\$ -	\$ -	0.00%
	<b>Total Ambulance Service</b>	\$ 2,410,955	\$ 2,227,908	\$ 634,838	\$ 677,898	30.43%
	<b>Over/(Under)</b>	\$ (1,160,955)	\$ (777,908)	\$ (272,109)	\$ (122,726)	
	<b>Number of Transports YTD</b>			1223	1229	
	<b>Total Ambulance Service Cost/Transport</b>			\$ 519.08	\$ 551.59	

# **Spirit Architecture – Animal Shelter Study Contract**



October 23, 2018

Fayette County Mayor's Office  
13095 N. Main St.  
Somerville, TN 38068

**ATTN: Mayor Rhea "Skip" Taylor**

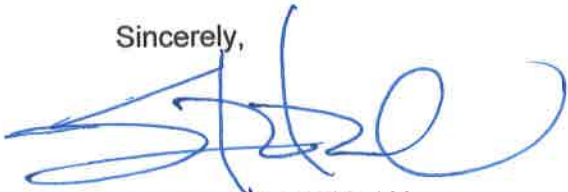
**RE: Fayette County Animal Shelter (FCAS)  
Owner-Architect Contract**

Dear Mayor Taylor,

You will find enclosed two copies of the Owner-Architect contract we discussed last week. Please review and let me know if you have any questions or concerns. Upon execution, please return one copy to our office.

We appreciate the opportunity to serve.

Sincerely,



Scott R. Rozanski, AIA  
Vice President/COO

jd

Enclosures





# AIA® Document B101™ – 2007

## Standard Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the twenty-second day of October in the year two thousand eighteen (October 22, 2018)  
*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:  
*(Name, legal status, address and other information)*

Fayette County Tennessee Government  
c/o Mayor Rhea "Skip" Taylor  
13095 N. Main Street  
Somerville, Tennessee 38068

and the Architect:  
*(Name, legal status, address and other information)*

SpiritArchitecture Group, LLC  
134 West South Street  
Collierville, TN 38017

for the following Project:  
*(Name, location and detailed description)*

New Fayette County Animal Shelter

The Owner and Architect agree as follows.

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

## TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

### EXHIBIT A INITIAL INFORMATION

#### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

*(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)*

See Attachment Exhibit 'A'

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

To be determined

.2 Substantial Completion date:

To be determined

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

#### ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

Init.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

.1 General Liability

\$1,000,000

.2 Automobile Liability

\$1,000,000

.3 Workers' Compensation

\$100,000

.4 Professional Liability

\$1,000,000

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, plumbing, fire protection, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### § 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and

such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

**§ 3.3.2** The Architect shall update the estimate of the Cost of the Work.

**§ 3.3.3** The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

#### **§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES**

**§ 3.4.1** Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

**§ 3.4.2** The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

**§ 3.4.3** During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

**§ 3.4.4** The Architect shall update the estimate for the Cost of the Work.

**§ 3.4.5** The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

#### **§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES**

##### **§ 3.5.1 GENERAL**

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

##### **§ 3.5.2 COMPETITIVE BIDDING**

**§ 3.5.2.1** Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

**§ 3.5.2.2** The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

**§ 3.5.2.3** The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### **§ 3.5.3 NEGOTIATED PROPOSALS**

**§ 3.5.3.1** Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

**§ 3.5.3.2** The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

**§ 3.5.3.3** The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

### **§ 3.6 CONSTRUCTION PHASE SERVICES**

#### **§ 3.6.1 GENERAL**

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

**§ 3.6.1.2** The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

**§ 3.6.1.3** Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### **§ 3.6.2 EVALUATIONS OF THE WORK**

**§ 3.6.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

**§ 3.6.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations

Init.

and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### **§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR**

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 3.6.3.3** The Architect shall maintain a record of the Applications and Certificates for Payment.

### **§ 3.6.4 SUBMITTALS**

**§ 3.6.4.1** The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

**§ 3.6.4.2** In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 3.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

**§ 3.6.4.4** Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with



reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

**§ 3.6.5 CHANGES IN THE WORK**

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

**§ 3.6.6 PROJECT COMPLETION**

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

**ARTICLE 4 ADDITIONAL SERVICES**

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

*(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™-2009)	Architect	See attached Exhibit 'A'
§ 4.1.2 Multiple preliminary designs	Not Provided	
§ 4.1.3 Measured drawings	Not Provided	
§ 4.1.4 Existing facilities surveys	Not Provided	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	Not Provided	
§ 4.1.6 Building Information Modeling (E202™-2008)	Not Provided	

§ 4.1.7	Civil engineering	Architect	See Article 4.2
§ 4.1.8	Landscape design	Not Provided	See Article 4.2 (if required)
§ 4.1.9	Architectural Interior Design (B252™-2007)	Not Provided	
§ 4.1.10	Value Analysis (B204™-2007)	Not Provided	
§ 4.1.11	Detailed cost estimating	Not Provided	
§ 4.1.12	On-site Project Representation (B207™-2008)	Not Provided	
§ 4.1.13	Conformed construction documents	Not Provided	
§ 4.1.14	As-Designed Record drawings	Not Provided	
§ 4.1.15	As-Constructed Record drawings	Not Provided	
§ 4.1.16	Post occupancy evaluation	Not Provided	
§ 4.1.17	Facility Support Services (B210™-2007)	Not Provided	
§ 4.1.18	Tenant-related services	Not Provided	
§ 4.1.19	Coordination of Owner's consultants	Not Provided	
§ 4.1.20	Telecommunications/data design	Not Provided	
§ 4.1.21	Security Evaluation and Planning (B206™-2007)	Not Provided	
§ 4.1.22	Commissioning (B211™-2007)	Not Provided	
§ 4.1.23	Extensive environmentally responsible design	Not Provided	
§ 4.1.24	LEED® Certification (B214™-2012)	Not Provided	
§ 4.1.25	Fast-track design services	Not Provided	
§ 4.1.26	Historic Preservation (B205™-2007)	Not Provided	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™-2007)	Not Provided	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

Civil Engineering, Project Cost Estimating, and Landscape Design services will be billed as reimbursable expenses.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or

Init.

- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 One/month ( 1/month ) visits to the site by the Architect over the duration of the Project during construction
- .3 One ( 1 ) inspection for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One ( 1 ) inspection for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within twenty-four ( 24 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and

contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work

to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

**§ 6.4** If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

**§ 6.5** If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

**§ 6.6** If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

**§ 6.7** If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## **ARTICLE 7 COPYRIGHTS AND LICENSES**

**§ 7.1** The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

**§ 7.2** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

**§ 7.3** Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

**§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### § 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)*

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other (Specify)

Init.

### **§ 8.3 ARBITRATION**

**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

**§ 8.3.2** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### **§ 8.3.4 CONSOLIDATION OR JOINDER**

**§ 8.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 8.3.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

**§ 8.3.4.3** The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

## **ARTICLE 9 TERMINATION OR SUSPENSION**

**§ 9.1** If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.2** If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.3** If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

#### **ARTICLE 10 MISCELLANEOUS PROVISIONS**

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.



**ARTICLE 11 COMPENSATION**

§ 11.1 For the Architect’s Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

Master Plan Phase: Fixed Fee \$4,500.00 plus reimbursable expenses. Reimbursable expenses shall not exceed \$500 for standard items during the Master Plan Phase of this work.

Design Phase: 7% of cost of work including appropriate contingencies plus reimbursable expenses.

Cost of Work Per 6.1 shall be established by Owner’s CMA and agreed upon by Owner and Architect. This will be done after Architect completes Master Plan and before start of Schematic Design.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Standard Hourly Rates. Prior written approval required. See attached SpiritArchitecture Group, LLC Exhibit ‘B’.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

Standard Hourly Rates. Prior written approval required. See attached SpiritArchitecture Group LLC Exhibit ‘B’.

§ 11.4 Compensation for Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent ( 15 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Master Plan Phase	Fixed Rate		\$4,500.00	
Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Thirty	percent (	30	%)
Construction Documents Phase	Thirty-Five	percent (	35	%)
Bidding or Negotiation Phase	Five	percent (	5	%)
Construction Phase	Fifteen	percent (	15	%)
<b>Total Basic Compensation</b>	<b>one hundred</b>	<b>percent (</b>	<b>100</b>	<b>%)</b>

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See attached SpiritArchitecture Group, LLC Standard Hourly Rate Sheet – Exhibit ‘B’

Employee or Category	Rate
See attached Exhibit ‘B’	See attached Exhibit ‘B’

Init.

## § 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus fifteen percent ( 15 %) of the expenses incurred.

## § 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

Portion of work completed to date plus 10%

## § 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero dollars (\$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

12% per annum

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

- 12.1 Civil Engineer services will be billed as a reimbursable expense.
- 12.2 Landscape Design services will be billed as a reimbursable expense.
- 12.3 Project Cost Estimating will be billed as a reimbursable expense.

Init.

- 12.4 The design phase of this contract is contingent upon the owner's successful funding of that portion of the project.
- 12.5 Upon execution of this agreement, SpiritArchitecture will conduct a two day Work Session at SpiritArchitecture's office, which will consist of two 2-3 hour sessions with selected Committee Members.

**ARTICLE 13 SCOPE OF THE AGREEMENT**

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:

N/A

.3 Other documents:

*(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)*

- 1. SpiritArchitecture Group, LLC Preliminary Design Proposal – Exhibit 'A' dated October 22, 2018
- 2. SpiritArchitecture Group, LLC 2018 Standard Hourly Rate Sheet – Exhibit 'B'

This Agreement entered into as of the day and year first written above.

**OWNER Fayette County Tennessee Government**

**ARCHITECT SpiritArchitecture Group, LLC**

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Signature)*

Rhea "Skip" Taylor, Mayor  
\_\_\_\_\_  
*(Printed name and title)*

Scott R. Rozanski, VP/COO  
\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*(Date)*

10/22/18  
\_\_\_\_\_  
*(Date)*

Init.

**EXHIBIT 'A'**

October 22, 2018

Fayette County Government  
Attn: Mayor Taylor on behalf of  
Friends of Fayette County Animal Shelter  
13095 N. Main St.  
Somerville, TN 38068

**ATTN: Mayor Rhea "Skip" Taylor and Maria Prince – FCAS Co-Director**

**RE: Fayette County Animal Shelter (FCAS)  
Master Design Proposal**

Mayor Taylor and Maria,

We appreciate the opportunity to submit this preliminary plan proposal based on our meeting of May 4, 2018.

**Summary**

Fayette County and FCAS are currently looking to build a new facility adjacent to the current Fayette County Jail. The main points of the meeting were as follows:

1. Site: 5 acres Adjacent to the Fayette County Jail's east side.
2. Schedule: Start Construction as early as Summer of 2019.
3. Budget: TBD--\$500,000 collected to date
4. Scope: the long-range plan is to have the capacity to provide Animal Shelters services to the Fayette County community similar to Collierville's.
  - a. Surgery
  - b. Kennels
  - c. Cat Area
  - d. Meet and Greet
  - e. Lobby
  - f. Training – Education
  - g. Isolation
  - h. Breakroom
  - i. Office area
  - j. Animal Holding
  - k. Animal quite area.
  - l. General Areas – Toilets, Mech, Minor Storage (never enough), etc.
  - m. Façade - Nice building with pleasant street appeal but not fancy.
  - n. Parking & service areas.

This preliminary planning will assist the FCAS to make decisions regarding time, money and other resources needed to build and operate the facilities.

### **Preliminary Plan Scope of Services**

We will conduct a two-day work session at our office, which will consist of two 2-3 hour sessions with your selected committee members. The morning of the first day will be used to define scope. The second day, we will present modified floor plans for your review and comment.

- A. Use existing (7,900 sf.) Collierville shelter layout as a point of departure to develop a specific plan for FCAS. This will include utilizing the plan diagram and program requirements provided by the Friends.
  - B. Meet with the committee to review the Site Master-planning recommendations.
  - C. Generate summary Program identifying both short and long-term needs.
  - D. Prepare Graphic Presentation for community and attend one group presentation meeting.
- \*\* Two options and one plan revision are included in the base fee. Additional Services will be required for revisions in excess of those listed. The charges will be in accordance with our standard hourly rates (see attachment). No additional charges will accrue without your prior written approval.**

### **Fee Proposal – Master Plan Services**

Our fee for the above services is \$4,500.00 plus standard reimbursable expenses. This amount amount will not cover the cost of our time for the provided services; however, we hope it indicates our earnest desire to develop an ongoing relationship with Fayette County and FCAS. Please see below for reimbursable expenses.

Deliverables for the above fee will include to-scale plans showing:

- Facility Plan.
- Master Site Plan based on aerial and owner provided survey
- Program Summary spread sheet.
- One elevation sketch based on the final approved concept.

### **Schedule**

This proposal assumes that the Master plan process will begin upon receipt of signed agreement and be completed within 30 days. This assumes receiving timely feedback from the Owner.

### **Exclusions from Master Plan Service Fees**

Please note that the proposed plans are only intended for public education, fund raising, budgeting and planning purposes only. They are not intended for permitting or construction. These services will be provided once a final direction is determined.

**Main Project Fees**

Main Project Fees will be established based on an agreement of budget established by Fayette County's CMA. The County has indicated its intent to hire a CMA "light" to oversee and consult on behalf of the County throughout the project. SpiritArchitecture expects this entity to be selected after the Master Plan Phase is completed and before full Schematic Design is completed.

**Budget**

Budget and projected potential projects cost were discussed. We recommend budgeting \$150 per square foot minimum for building only. This would not typically include any site work, landscaping, fixtures, furnishings or contingencies. The preliminary information can be provided to a local Construction Manager for more specific projected costing.

**Reimbursable Expenses**

Reimbursable expenses such as excluded services, drawing reproduction costs, printing, plotting, photography, filing fees, travel time and mileage will be provided on an as needed basis and will be billed at cost plus 15%.

**Limitation of Liability**

In recognition of the relative risks and benefits of the project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect for any and all claims, losses, costs, damages of any nature whatsoever and all claims or claims expenses from any cause or causes, so that the total aggregate liability of the Architect shall not exceed 50% (\_\_\_\_)(initial) of the total fee for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

*I agree to the above Limitation of Liability.*

\_\_\_\_\_ *Dated* \_\_\_\_\_  
Print Name

**Acceptance**

The description of services and terms for above are satisfactory and are hereby accepted. Authorization to proceed with the work is granted.

\_\_\_\_\_  
Authorized Owner's Representative Date

Should you have any questions concerning any of the above, please call. We appreciate the opportunity to serve.

Sincerely,

Scott R Rozanski, AIA  
Vice President/COO

H:\Active Marketing\Fayette Co TN Animal Shelter\Prop Fayette Co Masterplan 18.1022.doc

**EXHIBIT 'B'**

***SpiritArchitecture Group, L.L.C.***

**Standard Hourly Rates  
January 2018**

<b><u>Employee Classification</u></b>	<b><u>Hourly Billing Rate **</u></b>
<b>President – CEO</b>	<b>\$215.00</b>
<b>Vice President</b>	<b>\$185.00</b>
<b>Senior Project Manager</b>	<b>\$155.00</b>
<b>Project Manager/Architect</b>	<b>\$135.00</b>
<b>Project Coordinator/Architect</b>	<b>\$115.00</b>
<b>Architectural Designer</b>	<b>\$ 95.00</b>
<b>Graphic Designer/Technician</b>	<b>\$ 90.00</b>
<b>Travel Time</b>	<b>\$ 85.00</b>
<b>Administration/Clerical</b>	<b>\$ 80.00</b>

\*\* or as agreed to in writing by owner



**Resolution Recognizing Prior Establishment  
& Existence of the Somerville-Fayette  
County Library**

# RESOLUTION

## County of Fayette, Tennessee, Board of Mayor and Commissioners Resolution Recognizing Prior Establishment and Existence of the Somerville-Fayette County Library

**WHEREAS**, on February 3, 1931, a small free and public library opened its doors through the vision and efforts of Mrs. G. W. Locke, the ladies of the Craddock Book Club, and Miss Eula Kestler, editor of the Fayette Falcon newspaper. Miss Kestler offered to house a small collection of 50 volumes in the newspaper office in Somerville. Mrs. G.W. Locke volunteered to help operate the library with Miss Kestler and by September 1931, the collection of books had grown to 1200 volumes; and

**WHEREAS**, on July 7, 1931, in response to a petition presented to the County Court giving the County of Fayette the authority to establish the Fayette County Free Library under the County Library Law passed by the Tennessee General Assembly earlier that same month, gave this library the distinction of being the first library in Tennessee to be established under this new law; and

**WHEREAS**, from these modest beginnings the library's collections and services grew. The library moved from the Falcon office to the Courthouse second floor, to a small building on the Square's south side, and in 1978 into a new building built by the County on property given by the Town of Somerville; and

**WHEREAS**, through times of recession, prosperity, war and peace, the Fayette County Free Library, now the Somerville-Fayette County Library, has for years existed in the Town of Somerville, County of Fayette, Tennessee, in which public funds have been dedicated by Fayette County and the Town of Somerville legislative bodies for the operations and maintenance and capital expenditures of this library; and

**WHEREAS**, despite an extensive review of the minutes of the Fayette County Board of Commissioners and a review of resolutions adopted by Fayette County's legislative body, no record of formal legislative action establishing a free public library in the town of Somerville, County of Fayette, Tennessee, can be located; and

**WHEREAS**, the Board of Mayor and County Commissioners have regularly appointed individuals to serve on a library board and has historically appropriated funds to the library, all as set forth in such minutes and resolutions of the County's legislative body; and

**WHEREAS**, the Board of Mayor and County Commissioners of Fayette, Tennessee, endeavor to adopt a resolution to recognize the previous establishment and ongoing existence of the Somerville-Fayette County Library.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Mayor and County Commissioners of the County of Fayette, Tennessee, hereby formally recognize the historical and current existence of the Somerville-Fayette County Library, a free and public library, and do hereby formally establish, by legislative action, the Somerville-Fayette County Library in accordance with T.C.A. § 10-3-101, et. seq. The operation of this library shall be exclusively the library board of which members shall be composed of seven members and appointed by the Mayor and Board of County Commissioners.

**BE IT FURTHER RESOLVED** that the County of Fayette, Tennessee, Board of Mayor and County Commissioners hereby approves, ratifies, and confirms the past and previous action taken by the library board and/or current or past members of the library board appointed by the County's legislative body.

This Resolution shall take effect upon its passage, the public welfare requiring it.

**Passed this 27<sup>th</sup> day of November, 2018.**

\_\_\_\_\_  
Rhea "Skip" Taylor, County Mayor

ATTEST:

\_\_\_\_\_  
Sue Culver, County Court Clerk

# **School Resource Officers**

# AGREEMENT

THIS AGREEMENT made and entered into on January 1, 2019, by and between the SCHOOL BOARD OF FAYETTE COUNTY, TENNESSEE, hereinafter referred to as the "Board" and the FAYETTE COUNTY SHERIFF'S OFFICE, hereinafter referred to as the "Sheriff".

1. The Sheriff agrees to hire four (4) full-time certified deputy sheriffs to act in the capacity of full-time school resource officers for the 2018-2019 school year.
2. The Board shall pay the Sheriff the sum of \$120,000.00 (estimated) per year and the Sheriff shall be responsible for paying the salaries and all other benefits to such resource officers. The school resource officers shall remain employees of the Sheriff and are not employed by the Board in any capacity. In the event, the school resource officers are not available to the Board for the entire school year, the Board shall only have to pay a pro-rata portion of the annual fee.

*ATTEST:*

\_\_\_\_\_  
**Dr. Marlon D. King**

\_\_\_\_\_  
**Bobby Riles, Sheriff**

\_\_\_\_\_  
**Bob Doll, Chairman, Board of Education**

\_\_\_\_\_  
**Rhea Taylor, County Mayor**



# Fayette County Public Schools

Family – Optimism – Courage – Unity – Service

---

Dr. Marlon D. King  
Superintendent

TO: Rhea "Skip" Taylor, Fayette County Mayor  
FROM: Dr. Marlon D. King, Superintendent  
Re: School Safety - School Resource Officers  
DATE: October 23, 2018

In thinking around the importance of school safety, I am very concerned about the unarmed security we have in our schools. Considering the incidents that have occurred throughout our nation, we have to continue to strategically plan around ways to ensure that we institute plans to promote a safe school environment.

Having that context, I am requesting a partnership with the Fayette County Sheriff's office. This partnership would include the use of four (4) school resource officers (i.e. SRO) to be housed in our middle and high schools. Also, we will use these officers to support our elementary schools on an as needed basis.

As for the compensation, we are willing to budget \$120,000 to support the matching efforts as discussed in a preliminary conversation with the Sheriff's Office. It is our desire and hope that we can start SROs in January 2019. A Memorandum of Understanding will be agreed upon between the Board of Education and the Sheriff's Office.

On behalf of the Board of Education and the Office of the Superintendent, I would like to express my most sincere appreciation for your continued support of the public school system, as we strive to make a positive impact on the students and families in our community.



# Fayette County SRO'S

## **Nature of Work**

The School Resource Officer supports and facilitates the educational process within the Fayette County School System by providing a safe and secure environment through building and establishing meaningful relationships with students and staff and proactively interacting with the school community to ensure the enforcement of county and state laws, preservation of public order, protection of life and the prevention, detection, or investigation of crime. The SRO will work effectively with students, parents, school personnel and community agencies to support teaching and learning in the schools. The School Resource Officer will patrol district property to protect students, staff and visitors from physical harm and prevent loss to district property resulting from criminal activity.

## **Illustrative Examples of Work**

- Provide law enforcement and police services to the school, school grounds and areas adjacent to the school. Investigate allegations of criminal incidents per police department policies and procedures. Enforce state and local laws and ordinances. Make appropriate referrals to juvenile authorities or other governmental agencies.
- Work to prevent juvenile delinquency through close contact and positive relationships with students. In addition the SRO shall develop crime prevention programs and conduct security inspections to deter criminal or delinquent activities. The SRO should monitor crime statistics and work with local patrol officers and students together to design crime prevention strategies
- Establish and maintain a close partnership with school administrators in order to provide for a safe school environment. Assist school officials with their efforts to enforce Board Of Education policies and procedures. Ensure school administrator safety by being present during school searches, which may involve weapons, controlled dangerous substances or in such cases that the student's emotional state may present a risk to the administrator. Assist school administrators in emergency crisis planning and building security matters. Provide a course of training for school personnel in handling crisis situations, which may arise at the school.
- Be visible within the school community. Attend and participate in school functions. Build working relationships with the school's staff as well as with student and parent groups.

-Develop and implement classes in law related education to support the educational efforts of the faculty. Work closely with teachers in designing and presenting law-related topics and the role of police in our society.

-Work with guidance counselors and other student support staff to assist students and to provide services to students involved in situations where referrals to service agencies are necessary. Assist in conflict resolution efforts.

-Initiate interaction with students in the classroom and general areas of the school building. Promote the profession of police officer and be a positive role model. Increase the visibility and accessibility of police to the school community.

### **School Resource Officers Duties and Responsibilities:**

1. The efficient performance of duties in conformance with the policies and procedures of the FCSO.
2. Exercising authority consistent with the obligations imposed by the oath of office and being directly accountable to their assigned supervisor.
4. Keeping all non-school faculty or students off school campuses, unless on business and signed into the main office of the school.
5. Exercising prevention and suppression of criminal activity and disturbances on Campus.
6. Providing assistance in the apprehension and prosecution of offenders.
7. Submitting a weekly report to the unit supervisor on all activities from his/her assigned school. This report will include: arrests, misdemeanor citations, and juvenile summons.
8. Enforcing all Federal laws, State laws, and County Ordinances.
9. Acting as a resource for the school with respect to delinquency and truancy prevention.
10. Serving as a liaison between law enforcement and student body to promote a better understanding between the two.
11. Giving lectures pertaining to law enforcement to schools as requested.
12. Promoting child safety in schools.
13. Working all home varsity football and basketball games.



14. Working on all regularly scheduled school days.
15. SRO Hours will be according to the school in which they are assigned.
16. Depending on the number of students enrolled in Summer School will determine whether or not any SRO's will be assigned during summer break.
17. During school breaks, (Summer Break, Fall Break, Spring Break, and Christmas Break) SRO's will work regular patrol. Hours will be adjusted to cover any special events during breaks.

Cameras-

All SRO's will be provided a camera and training for the camera when assigned to the SRO program.

SRO's are responsible for ensuring that their camera is in working order at all times and turned on at appropriate times.

Cameras must be turned on to record any/all incidents. If unable to do so initially, the camera must be activated as soon as possible after the incident begins. Failure to do so will result in disciplinary actions.

## Functions-

The following is a summary of the duties and responsibilities that the SRO will not be assigned while on campus. This summary should not be considered inclusive. The sheriff retains the authority to expand or reduce responsibilities at his discretion.

The SRO will not perform any duties regularly assigned to school personnel such as:

Lunchroom, hallway duty, study hall, in school suspension or classrooms as a substitute teacher.

Nothing herein prohibits the SRO from being present in these areas in order to interact with students or faculty.

The SRO is not allowed to handle any funds belonging to the Fayette County School System.

The SRO will not serve as a driveway or parking lot attendant.

The SRO will not be sent to classrooms to escort students for the staff unless the student in question is involved in potential criminal activity.

**MEMORANDUM OF UNDERSTANDING**  
**SCHOOL RESOURCE OFFICER PROGRAM**  
**AT FAYETTE COUNTY TENNESSEE SCHOOLS**

**FAYETTE COUNTY SHERIFF'S OFFICE**  
**FAYETTE COUNTY TENNESSEE SCHOOL SYSTEM**

We do hereby agree that it is mutually beneficial to all parties for Fayette County Sheriff's Deputies to be assigned as School Resource Officers to schools within the County of Fayette. It is understood by all parties that officers are employees of the Fayette County Sheriff's Office.

The purpose of this document is to facilitate a clear understanding of roles, duties, and responsibilities. This Memorandum of Understanding (MOU) is being set forth on this \_\_\_\_\_ day of \_\_\_\_\_, 2018 with full recognition that the agreement and document must be a living document to allow for program evolution and provide for some Fayette County Sheriff's Office and Fayette County School System variances, needs, and future changes. This MOU is being set forth to provide universal clarification of expectations, to minimize confusion, and to provide for consistency between officers, schools, principals, and directors.

The Fayette County Sheriff's Office recognizes and supports the need for safe schools and a safe learning environment for our youth. In furtherance of that goal, the Fayette County Sheriff's Office School Resource Officers shall work in partnership with school officials toward this end. The schools will provide a private office, office furnishings, telephone, and a computer to the SRO for his/her use in the school. The Sheriff's Office will provide any required police equipment, including radios, cameras and motorized and non-motorized vehicles to the SROs.

## MISSION STATEMENT - SCHOOL RESOURCE OFFICER PROGRAM

*Through education and enforcement and by cooperative efforts with the school staff, the students, the parents, the courts, the surrounding neighborhood, and the community's social service organizations, the SRO program strives to assist the schools with providing a safe school and neighborhood environment, and strives to hold juveniles responsible for their actions and prevent individual problems from developing into patterns of delinquency.*

**FAYETTE COUNTY SHERIFF'S OFFICE**  
**SCHOOL RESOURCE OFFICER PROGRAM**  
**PROGRAM OBJECTIVES**

1. Friendly contact between the Fayette County Sheriff's Office and the County's youth.
  
2. Assistance and information sharing concerning problems and issues affecting the schools and students.
  
3. Education of children regarding the role of laws, courts, and Police in society.
  
4. Protection and education of children involving molestation, involvement with older law violators, and other harmful influences.
  
5. Investigation of cases involving juveniles and use of effective alternatives to court whenever possible.
  
6. Prevention of crime or delinquent behavior by juveniles within the School Resource Officers' areas of assignment.
  
7. Effective problem solving and liaison with neighborhoods surrounding the schools, which are affected negatively by the conduct of students.

It should be recognized that School Resource Officers:

- ◆ are encouraged to work as a team with other school officials for the betterment of students and the school and neighborhood environment as a whole;
  
- ◆ are encouraged to work extracurricular activities as requested by the school administrator. It is recognized by all parties that these assignments provide further opportunities for crime prevention and crime detection. Any work by the SRO in this capacity will be approved by the assigned Fayette County Sheriff's Office Supervisor. The SRO will not be used as a replacement officer for off-duty/special duty assignments. It will not relieve the School District of the need to provide adequate security at special events. All after hours work shall be approved by the SRO supervisor in advance;
  
- ◆ are expected to keep the school principal or his designee informed about law enforcement action which occurs on school property and/or which may involve a student. This, of course, will occur consistent with the laws of the State of Tennessee.
  
- ◆ are assigned as Uniform Patrol Officers of the Fayette County Sheriff's Office. As such, their primary responsibilities are to investigate criminal cases involving youth, maintain order through the enforcement of local, state and federal laws, and enforcement of the school code of conduct for the purpose of maintaining a safe and effective learning environment in the schools;
  
- ◆ are to be involved in preventing a disruption that would, if ignored, place students, faculty and staff at risk of harm, the SRO will resolve the problem to preserve the school climate. IN ALL OTHER CASES, disciplining students is a School District responsibility.

◆ are governed by the rules, policies, shifts, schedules, procedures and practices of the Fayette County Sheriff's Office, under the supervision of an assigned supervisor;

◆ are expected to attend all training, meetings and appointments assigned by the Sheriff's Office. It is recognized that some of these will conflict with officer availability at the school during normal school hours. These conflicts will be minimized as much as possible but the potential exists that such requirements will take precedence over school presence. The officer shall strive to keep the school principal or his/her representative informed about his/her absences and/or activities as appropriate on a need to know basis;

◆ are police officers and not school teachers, school administrators, nor school counselors. The officers will assist teachers with classroom presentations on relative topics when requested and able. They will also work with families, individual students and other school staff members with counseling and guidance efforts when requested and appropriate. We, the undersigned, encourage team work, partnerships, cooperation and coordination between the officers, their supervisors and the school administrators and their staff, as well as with the surrounding neighborhood;

◆ SROs, School Administration for the respective schools and the assigned Sheriff's Office Supervisor will meet at the beginning of each school year to determine the goals and objectives of the SRO for the respective school. An assessment mechanism will be developed jointly, in an effort to determine the effectiveness of the SRO program.

Quarterly and year end meetings will be held to determine progress and to make adjustments as needed.



## SELECTION

Selection of each School Resource Officer is within the sole discretion of the Fayette County Sheriff pursuant to Fayette County Sheriff's Office policy.

## PROGRAM ASSESSMENT

The School Resource Officer Program will be assessed annually, and the evaluation will be conducted jointly between the Fayette County Sheriff's Office and Fayette County School System. The following areas, at a minimum, will be used to evaluate the program:

- ◆ Success of established goals and objectives.
- ◆ An internal survey of school administration, faculty and student council members, primarily concerning perceptions of safety and security.
- ◆ Traditional police-citizen contacts (citations, arrests, field interview reports, etc.)
- ◆ Non-traditional police-citizen contacts (meetings attended, problem areas addressed, student or family interviews, etc.).
- ◆ Surrounding neighborhood feedback and reaction to police efforts to address issues concerning the schools and students.
- ◆ Accomplishment of tasks agreed upon as part of any work plan written in conjunction with the Principal.

Each officer's effectiveness in the program will be evaluated at the end of each school term. The Principal will provide input into the evaluation. This may include a recommendation to the Sheriff that the officer not be assigned to that school the following year. The Sheriff will seriously consider the evaluation and the input of the Superintendent when assigning an officer to a building, and will make a good faith effort to address any concerns raised. Ultimately, however, the final decision on which officer will be assigned as a school resource officer is within the sole discretion of the Fayette County Sheriff.

**EFFECTIVE DATE**

This Memorandum of Understanding is effective \_\_\_\_\_, and shall remain in effect through \_\_\_\_\_ unless renewed by agreement of both parties or terminated as provided herein.

**TERMINATION OF AGREEMENT** Either party may terminate this agreement upon sixty (60) days written notice to the other party.

**MODIFICATION; ENTIRE AGREEMENT OF PARTIES EXPRESSED**

No modification of this Agreement shall be valid or binding unless the modification is in writing, duly dated and signed by both parties.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2018.

FAYETTE COUNTY SCHOOL SYSTEM

By: \_\_\_\_\_

SUPERINTENDENT

FAYETTE COUNTY SHERIFF'S OFFICE

By: \_\_\_\_\_

# **Sheriff's Activity Report**



# Fayette County Sheriff's Office

James R. "Bobby" Riles, Sheriff

## Monthly Report

Jail Population	
Highest Daily Population	174
Lowest Daily Population	150
Jail Intakes	
Booked in & Held	138
Booked in & Released	15
Jail Releases	
	177
Avg Daily Population	61

Miles Driven FCSO
126,395

Warrants / Civil Process		
	Handed Down	Served
Civil Process	313	209
Criminal Warrants	99	139

DUI Arrests	
FCSO	
THP	2
OAKLAND	0
MOSCOW	0
SOMERVILLE	0
ROSSVILLE	0
GALLAWAY	3
PIPERTON	1
TOTAL	6



## Response Volume per Response Type

From : null 00:00:00 To : null 23:59:59  
Agency: Fayette Co SO

Number of Responses : 2,554

<u>Response Type</u>	<u>Number of Responses</u>	<u>Percentage (%)</u>	<u>Cumulative (%)</u>
401 Patient	9	0.35	0.35
911 Hang up	231	9.04	9.40
Abandoned Vehicle	13	0.51	9.91
Accident - Injury	11	0.43	10.34
Accident - No Injury	18	0.70	11.04
Alarm - Burglar	82	3.21	14.25
Alarm - Fire	1	0.04	14.29
Animal Call Law Enforcement	17	0.67	14.96
Animal Control Response	87	3.41	18.36
Armed Robbery	1	0.04	18.40
Arrest & Hold	1	0.04	18.44
Assault	12	0.47	18.91
Assist - Non-Criminal	7	0.27	19.19
Assist other Agency	94	3.68	22.87
Attempt Pickup	35	1.37	24.24
Attempted Auto Burglary	1	0.04	24.28
B.O.L.O	2	0.08	24.35
Burglary	4	0.16	24.51
Burglary of Auto	1	0.04	24.55
Child Abuse/Neglect	1	0.04	24.59
Child Custody	3	0.12	24.71
Civil Matter	21	0.82	25.53
Complaint	5	0.20	25.72
Counterfeit Money	1	0.04	25.76
D.L. Query	9	0.35	26.12
Dead on Arrival	1	0.04	26.16
Disabled Vehicle	4	0.16	26.31
Disturbing The Peace	32	1.25	27.56
Escort	3	0.12	27.68
Extra Patrol Request	3	0.12	27.80
Fire Call	1	0.04	27.84
Fire Drill	1	0.04	27.88
Fireworks Complaint	1	0.04	27.92
Follow Up	48	1.88	29.80
Fraud	5	0.20	29.99
Get Personal Items	5	0.20	30.19
Harassment	10	0.39	30.58
House Watch	9	0.35	30.93
Illegal Dumping	1	0.04	30.97
Information	125	4.89	35.87
Injury - Accidental	4	0.16	36.02
Juvenile Complaint	5	0.20	36.22
Lifting Asst	1	0.04	36.26
Lock-Out	52	2.04	38.29
Lost / Found	14	0.55	38.84
Loud Music	2	0.08	38.92
Loud Noise	6	0.23	39.15
Missing Person	4	0.16	39.31
Narcotics/Undercover	2	0.08	39.39

<b>Response Type</b>	<b>Number of Responses</b>	<b>Percentage (%)</b>	<b>Cumulative (%)</b>
NCIC Query	1	0.04	39.43
Poss Break In	1	0.04	39.47
Property Damage	4	0.16	39.62
Prowler	1	0.04	39.66
Reckless Driver	20	0.78	40.45
Registration Query	30	1.17	41.62
Repossession	6	0.23	41.86
Runaway Juvenile	2	0.08	41.93
Security Check	736	28.82	70.75
Serving Papers	271	10.61	81.36
Sexual Assault	1	0.04	81.40
Shots Fired	3	0.12	81.52
Stolen Vehicle	5	0.20	81.71
Stranded Motorist	21	0.82	82.54
Suicidal Party	4	0.16	82.69
Suicide	1	0.04	82.73
Suspicious Activity	21	0.82	83.56
Suspicious Person	15	0.59	84.14
Suspicious Vehicle	25	0.98	85.12
Theft of Property	6	0.23	85.36
Threats Made	7	0.27	85.63
Traffic Contr/Hazard	33	1.29	86.92
Traffic Stop	191	7.48	94.40
Traffic Violation	2	0.08	94.48
Transporting	83	3.25	97.73
Trespassing	2	0.08	97.81
Unruly Juvenile	12	0.47	98.28
Unsecure Building	1	0.04	98.32
Unwanted Person	11	0.43	98.75
Vandalism	9	0.35	99.10
Welfare Check	23	0.90	100.00
	2,554	100.00	



## Response Volume per Response Type

**From :** null 00:00:00      **To :** null 23:59:59  
**Agency:** Piperton Police Dept

Number of Responses : 449

<u>Response Type</u>	<u>Number of Responses</u>	<u>Percentage (%)</u>	<u>Cumulative (%)</u>
911 Hang up	21	4.68	4.68
Abandoned Vehicle	9	2.00	6.68
Accident - Injury	1	0.22	6.90
Accident - No Injury	5	1.11	8.02
Alarm - Burglar	18	4.01	12.03
Animal Call Law Enforcement	1	0.22	12.25
Assault	1	0.22	12.47
Assist other Agency	20	4.45	16.93
Civil Matter	1	0.22	17.15
Complaint	3	0.67	17.82
D.L. Query	4	0.89	18.71
Disturbing The Peace	2	0.45	19.15
Follow Up	5	1.11	20.27
Information	6	1.34	21.60
Missing Person	1	0.22	21.83
Poss Overdose	1	0.22	22.05
Reckless Driver	3	0.67	22.72
Registration Query	13	2.90	25.61
Stranded Motorist	8	1.78	27.39
Suspicious Activity	2	0.45	27.84
Suspicious Person	9	2.00	29.84
Suspicious Vehicle	4	0.89	30.73
Theft of Property	1	0.22	30.96
Traffic Contr/Hazard	5	1.11	32.07
Traffic Stop	299	66.59	98.66
Transporting	1	0.22	98.89
Unauthorized Use Veh	1	0.22	99.11
Unsecure Building	1	0.22	99.33
Welfare Check	3	0.67	100.00
	<b>449</b>	<b>100.00</b>	



## Response Volume per Response Type

**From :** null 00:00:00      **To :** null 23:59:59  
**Agency:** Somerville Police Dept

Number of Responses : 645

<u>Response Type</u>	<u>Number of Responses</u>	<u>Percentage (%)</u>	<u>Cumulative (%)</u>
401 Patient	10	1.55	1.55
911 Hang up	81	12.56	14.11
Abandoned Vehicle	1	0.16	14.26
Accident - Injury	2	0.31	14.57
Accident - No Injury	6	0.93	15.50
Alarm - Burglar	37	5.74	21.24
Ambulance	1	0.16	21.40
Animal Call Law Enforcement	2	0.31	21.71
Assault	1	0.16	21.86
Assist - Non-Criminal	8	1.24	23.10
Assist other Agency	73	11.32	34.42
Attempt Burglary	2	0.31	34.73
Attempt Pickup	2	0.31	35.04
Burglary	3	0.47	35.50
Burglary of Auto	2	0.31	35.81
Child Abuse/Neglect	2	0.31	36.12
Child Custody	4	0.62	36.74
Civil Matter	3	0.47	37.21
Complaint	7	1.09	38.29
D.L. Query	2	0.31	38.60
Dead on Arrival	1	0.16	38.76
Disturbing The Peace	7	1.09	39.84
Drug Related	1	0.16	40.00
Escort	23	3.57	43.57
Extra Patrol Request	1	0.16	43.72
Fire Call	1	0.16	43.88
Follow Up	12	1.86	45.74
Get Personal Items	1	0.16	45.89
Harassment	1	0.16	46.05
Home Invasion	1	0.16	46.20
Information	18	2.79	48.99
Lock-Out	24	3.72	52.71
Lost / Found	1	0.16	52.87
Missing Person	1	0.16	53.02
Poss Break In	1	0.16	53.18
Property Damage	5	0.78	53.95
Prowler	1	0.16	54.11
Reckless Driver	9	1.40	55.50
Registration Query	23	3.57	59.07
Repossession	6	0.93	60.00
Security Check	2	0.31	60.31
Serving Papers	1	0.16	60.47
Shoplifter	2	0.31	60.78
Shots Fired	1	0.16	60.93
Stranded Motorist	15	2.33	63.26
Suicidal Party	1	0.16	63.41
Suspicious Activity	7	1.09	64.50
Suspicious Person	9	1.40	65.89
Suspicious Vehicle	14	2.17	68.06



<u>Response Type</u>	<u>Number of Responses</u>	<u>Percentage (%)</u>	<u>Cumulative (%)</u>
Theft of Property	3	0.47	68.53
Threats Made	3	0.47	68.99
Traffic Contr/Hazard	6	0.93	69.92
Traffic Stop	185	28.68	98.60
Transporting	2	0.31	98.91
Unruly Juvenile	2	0.31	99.22
Unwanted Person	2	0.31	99.53
Welfare Check	3	0.47	100.00
	<b>645</b>	<b>100.00</b>	



## Response Volume per Response Type

From : null 00:00:00 To : null 23:59:59  
Agency: Rossville Police Dept

Number of Responses : 270

<u>Response Type</u>	<u>Number of Responses</u>	<u>Percentage (%)</u>	<u>Cumulative (%)</u>
911 Hang up	18	6.67	6.67
Accident - Injury	1	0.37	7.04
Alarm - Burglar	3	1.11	8.15
Assist other Agency	18	6.67	14.81
Attempt Pickup	1	0.37	15.19
Burglary of Auto	1	0.37	15.56
Civil Matter	1	0.37	15.93
D.L. Query	1	0.37	16.30
Disabled Vehicle	1	0.37	16.67
Disturbing The Peace	3	1.11	17.78
Follow Up	5	1.85	19.63
Illegal Dumping	1	0.37	20.00
Information	3	1.11	21.11
Loud Noise	1	0.37	21.48
Property Damage	2	0.74	22.22
Registration Query	17	6.30	28.52
Repossession	1	0.37	28.89
Suspicious Activity	3	1.11	30.00
Suspicious Person	2	0.74	30.74
Suspicious Vehicle	3	1.11	31.85
Traffic Contr/Hazard	2	0.74	32.59
Traffic Stop	176	65.19	97.78
Traffic Violation	1	0.37	98.15
Trespassing	2	0.74	98.89
Vandalism	2	0.74	99.63
Welfare Check	1	0.37	100.00
	<u>270</u>	<u>100.00</u>	



## Response Volume per Response Type

From : null 00:00:00 To : null 23:59:59  
Agency: OUT OF COUNTY

Number of Responses : 92

<u>Response Type</u>	<u>Number of Responses</u>	<u>Percentage (%)</u>	<u>Cumulative (%)</u>
911 Hang up	26	28.26	28.26
Accident - Injury	4	4.35	32.61
Accident - No Injury	5	5.43	38.04
Ambulance	20	21.74	59.78
Animal Call Law Enforcement	1	1.09	60.87
Assault	2	2.17	63.04
B.O.L.O	1	1.09	64.13
Burglary	3	3.26	67.39
Civil Matter	1	1.09	68.48
Complaint	1	1.09	69.57
Disturbing The Peace	4	4.35	73.91
Fire Call	2	2.17	76.09
Hostage Situation	1	1.09	77.17
Information	4	4.35	81.52
Missing Person	2	2.17	83.70
Poss Break In	1	1.09	84.78
Poss Overdose	1	1.09	85.87
Property Damage	1	1.09	86.96
Prowler	1	1.09	88.04
Reckless Driver	1	1.09	89.13
Shots Fired	1	1.09	90.22
Suicidal Party	1	1.09	91.30
Suspicious Activity	2	2.17	93.48
Suspicious Person	2	2.17	95.65
Suspicious Vehicle	1	1.09	96.74
Traffic Contr/Hazard	1	1.09	97.83
Unwanted Person	1	1.09	98.91
Vandalism	1	1.09	100.00
	<u>92</u>	<u>100.00</u>	



## Response Volume per Response Type

**From :** null 00:00:00      **To :** null 23:59:59  
**Agency:** Oakland Police Dept

Number of Responses : 517

<u>Response Type</u>	<u>Number of Responses</u>	<u>Percentage (%)</u>	<u>Cumulative (%)</u>
401 Patient	2	0.39	0.39
911 Hang up	49	9.48	9.86
Abandoned Vehicle	3	0.58	10.44
Accident - Injury	1	0.19	10.64
Accident - No Injury	5	0.97	11.61
Alarm - Burglar	33	6.38	17.99
Alarm - Medical	1	0.19	18.18
Animal Call Law Enforcement	1	0.19	18.38
Animal Control Response	1	0.19	18.57
Assault	2	0.39	18.96
Assist - Non-Criminal	2	0.39	19.34
Assist other Agency	49	9.48	28.82
Att. Suicide	1	0.19	29.01
Burglary	1	0.19	29.21
Child Abuse/Neglect	1	0.19	29.40
Civil Matter	5	0.97	30.37
Complaint	7	1.35	31.72
Counterfeit Money	1	0.19	31.91
D.L. Query	6	1.16	33.08
Dead on Arrival	1	0.19	33.27
Disturbing The Peace	5	0.97	34.24
Extra Patrol Request	3	0.58	34.82
Follow Up	10	1.93	36.75
Harassment	7	1.35	38.10
Indecent Exposure	1	0.19	38.30
Information	12	2.32	40.62
Lost / Found	1	0.19	40.81
Loud Noise	1	0.19	41.01
Missing Person	2	0.39	41.39
Property Damage	6	1.16	42.55
Rape	1	0.19	42.75
Reckless Driver	8	1.55	44.29
Recovered	1	0.19	44.49
Registration Query	11	2.13	46.62
Repossession	1	0.19	46.81
Runaway Juvenile	1	0.19	47.00
Security Check	1	0.19	47.20
Sex Offender Registr	1	0.19	47.39
Sexual Assault	1	0.19	47.58
Shoplifter	5	0.97	48.55
Shots Fired	1	0.19	48.74
Stranded Motorist	5	0.97	49.71
Suspicious Activity	11	2.13	51.84
Suspicious Person	8	1.55	53.38
Suspicious Vehicle	4	0.77	54.16
Theft of Property	1	0.19	54.35
Threats Made	5	0.97	55.32
Traffic Contr/Hazard	12	2.32	57.64
Traffic Stop	200	38.68	96.32

<u>Response Type</u>	<u>Number of Responses</u>	<u>Percentage (%)</u>	<u>Cumulative (%)</u>
Traffic Violation	3	0.58	96.91
Trespassing	1	0.19	97.10
Unruly Juvenile	2	0.39	97.49
Unwanted Person	4	0.77	98.26
Vandalism	4	0.77	99.03
Welfare Check	5	0.97	100.00
	<b>517</b>	<b>100.00</b>	



## Response Volume per Response Type

**From :** null 00:00:00      **To :** null 23:59:59  
**Agency:** Grand Junction Police Dept, Lagrange Police Dept

Number of Responses : 20

<u>Response Type</u>	<u>Number of Responses</u>	<u>Percentage (%)</u>	<u>Cumulative (%)</u>
911 Hang up	5	25.00	25.00
Assist other Agency	1	5.00	30.00
Repossession	1	5.00	35.00
Security Check	2	10.00	45.00
Traffic Contr/Hazard	1	5.00	50.00
Traffic Stop	10	50.00	100.00
	<u>20</u>	<u>100.00</u>	



## Response Volume per Response Type

From : null 00:00:00 To : null 23:59:59  
Agency: Moscow Police Dept

Number of Responses : 149

<u>Response Type</u>	<u>Number of Responses</u>	<u>Percentage (%)</u>	<u>Cumulative (%)</u>
911 Hang up	3	2.01	2.01
Abandoned Vehicle	1	0.67	2.68
Alarm - Burglar	6	4.03	6.71
Animal Call Law Enforcement	1	0.67	7.38
Assault	1	0.67	8.05
Assist other Agency	22	14.77	22.82
Att. Suicide	1	0.67	23.49
Attempt Pickup	3	2.01	25.50
Complaint	1	0.67	26.17
Counterfeit Money	1	0.67	26.85
Failure to Stop	2	1.34	28.19
Follow Up	4	2.68	30.87
Get Personal Items	1	0.67	31.54
Harassment	1	0.67	32.21
Information	1	0.67	32.89
Lock-Out	1	0.67	33.56
Poss Break In	1	0.67	34.23
Poss Drugs Present	1	0.67	34.90
Property Damage	1	0.67	35.57
Reckless Driver	3	2.01	37.58
Repossession	2	1.34	38.93
Stranded Motorist	2	1.34	40.27
Theft of Property	1	0.67	40.94
Theft of Services	1	0.67	41.61
Traffic Contr/Hazard	1	0.67	42.28
Traffic Stop	77	51.68	93.96
Traffic Violation	2	1.34	95.30
Trespassing	2	1.34	96.64
Unwanted Person	3	2.01	98.66
Welfare Check	2	1.34	100.00
	<u>149</u>	<u>100.00</u>	



## Response Volume per Response Type

From : null 00:00:00 To : null 23:59:59  
Agency: Gallaway Police Dept

Number of Responses : 223

<u>Response Type</u>	<u>Number of Responses</u>	<u>Percentage (%)</u>	<u>Cumulative (%)</u>
911 Hang up	11	4.93	4.93
Accident - No Injury	2	0.90	5.83
Alarm - Burglar	4	1.79	7.62
Assist - Non-Criminal	1	0.45	8.07
Assist other Agency	17	7.62	15.70
Attempt Pickup	1	0.45	16.14
Child Abuse/Neglect	1	0.45	16.59
Child Custody	1	0.45	17.04
Civil Matter	2	0.90	17.94
Complaint	1	0.45	18.39
D.L. Query	1	0.45	18.83
Disturbing The Peace	5	2.24	21.08
Harassment	1	0.45	21.52
Illegal Dumping	1	0.45	21.97
Information	5	2.24	24.22
Loud Noise	2	0.90	25.11
Reckless Driver	1	0.45	25.56
Registration Query	27	12.11	37.67
Repossession	1	0.45	38.12
Security Check	2	0.90	39.01
Stolen Vehicle	1	0.45	39.46
Suspicious Activity	1	0.45	39.91
Suspicious Person	3	1.35	41.26
Suspicious Vehicle	1	0.45	41.70
Traffic Stop	125	56.05	97.76
Trespassing	1	0.45	98.21
Unruly Juvenile	2	0.90	99.10
Vandalism	1	0.45	99.55
Welfare Check	1	0.45	100.00
	<u>223</u>	<u>100.00</u>	





## Response Volume per Response Type

ALL

From : null 00:00:00 To : null 23:59:59

Number of Responses : 5,503

<u>Response Type</u>	<u>Number of Responses</u>	<u>Percentage (%)</u>	<u>Cumulative (%)</u>
401 Patient	22	0.40	0.40
911 Hang up	446	8.10	8.50
Abandoned Vehicle	27	0.49	9.00
Accident - Injury	63	1.14	10.14
Accident - No Injury	46	0.84	10.98
Alarm - Burglar	183	3.33	14.30
Alarm - Fire	39	0.71	15.01
Alarm - Medical	13	0.24	15.25
Ambulance	316	5.74	20.99
Animal Call Law Enforcement	23	0.42	21.41
Animal Control Response	88	1.60	23.01
Armed Robbery	1	0.02	23.02
Arrest & Hold	1	0.02	23.04
Assault	19	0.35	23.39
Assist - Non-Criminal	18	0.33	23.71
Assist other Agency	297	5.40	29.11
Att. Suicide	2	0.04	29.15
Attempt Burglary	2	0.04	29.18
Attempt Pickup	42	0.76	29.95
Attempted Auto Burglary	1	0.02	29.97
B.O.L.O	3	0.05	30.02
Burglary	11	0.20	30.22
Burglary of Auto	4	0.07	30.29
Child Abuse/Neglect	6	0.11	30.40
Child Custody	8	0.15	30.55
Civil Matter	34	0.62	31.16
Complaint	25	0.45	31.62
Control Burn	17	0.31	31.93
Counterfeit Money	3	0.05	31.98
D.L. Query	50	0.91	32.89
Dead on Arrival	7	0.13	33.02
Disabled Vehicle	6	0.11	33.13
Disturbing The Peace	58	1.05	34.18
Drag Racing	1	0.02	34.20
Drug Related	1	0.02	34.22
Escort	26	0.47	34.69
Extra Patrol Request	7	0.13	34.82
Failure to Stop	2	0.04	34.85
Fire Call	57	1.04	35.89
Fire Drill	11	0.20	36.09
Fireworks Complaint	1	0.02	36.11
Follow Up	84	1.53	37.63
Fraud	5	0.09	37.72
Get Personal Items	7	0.13	37.85
Harassment	20	0.36	38.22
Home Invasion	1	0.02	38.23
Hostage Situation	1	0.02	38.25
House Watch	9	0.16	38.42
Illegal Dumping	3	0.05	38.47
Indecent Exposure	2	0.04	38.51

<b>Response Type</b>	<b>Number of Responses</b>	<b>Percentage (%)</b>	<b>Cumulative (%)</b>
Information	177	3.22	41.72
Injury - Accidental	5	0.09	41.81
Juvenile Complaint	5	0.09	41.90
Lifting Asst	22	0.40	42.30
Lock-Out	77	1.40	43.70
Lost / Found	16	0.29	43.99
Loud Music	2	0.04	44.03
Loud Noise	10	0.18	44.21
Missing Person	10	0.18	44.39
Narcotics/Undercover	2	0.04	44.43
NCIC Query	7	0.13	44.56
Poss Break In	4	0.07	44.63
Poss Drugs Present	1	0.02	44.65
Poss Overdose	2	0.04	44.68
Property Damage	19	0.35	45.03
Prowler	3	0.05	45.08
Rape	1	0.02	45.10
Reckless Driver	67	1.22	46.32
Recovered	1	0.02	46.34
Registration Query	122	2.22	48.56
Repossession	18	0.33	48.88
Runaway Juvenile	3	0.05	48.94
Security Check	743	13.50	62.44
Serving Papers	272	4.94	67.38
Sex Offender Registr	1	0.02	67.40
Sexual Assault	2	0.04	67.44
Shoplifter	7	0.13	67.56
Shots Fired	6	0.11	67.67
Stolen Vehicle	6	0.11	67.78
Stranded Motorist	56	1.02	68.80
Suicidal Party	6	0.11	68.91
Suicide	1	0.02	68.93
Suspicious Activity	48	0.87	69.80
Suspicious Person	49	0.89	70.69
Suspicious Vehicle	53	0.96	71.65
TEST	1	0.02	71.67
Theft of Property	12	0.22	71.89
Theft of Services	1	0.02	71.91
Threats Made	15	0.27	72.18
Traffic Contr/Hazard	67	1.22	73.40
Traffic Stop	1,265	22.99	96.38
Traffic Violation	8	0.15	96.53
Transporting	86	1.56	98.09
Trespassing	8	0.15	98.24
Unauthorized Use Veh	1	0.02	98.26
Unruly Juvenile	18	0.33	98.58
Unsecure Building	2	0.04	98.62
Unwanted Person	21	0.38	99.00
Vandalism	17	0.31	99.31
Welfare Check	38	0.69	100.00
	<b>5,503</b>	<b>100.00</b>	



## Response Volume per Agency

**From :** null 00:00:00      **To :** null 23:59:59  
**Agency:** Fayette Co SO, Gallaway Police Dept, Grand Junction Police Dept, Lagrange Police Dept,  
Moscow Police Dept, OUT OF COUNTY, Oakland Police Dept, Piperton Police Dept,  
Rossville Police Dept, Somerville Police Dept

Number of Responses : 4,919

<u>Agency</u>	<u>Number of Responses</u>	<u>Percentage (%)</u>	<u>Cumulative (%)</u>
Fayette Co SO	2,554	51.92	51.92
Gallaway Police Dept	223	4.53	56.45
Grand Junction Police Dept	6	0.12	56.58
Lagrange Police Dept	14	0.28	56.86
Moscow Police Dept	149	3.03	59.89
Oakland Police Dept	517	10.51	70.40
OUT OF COUNTY	92	1.87	72.27
Piperton Police Dept	449	9.13	81.40
Rossville Police Dept	270	5.49	86.89
Somerville Police Dept	645	13.11	100.00
	<u>4,919</u>	<u>100.00</u>	



## Resource Assign Volume per Agency

**From :** null 00:00:00      **To :** null 23:59:59  
**Agency Type:** EMS

Number of Records Used : 1,252

Number of Resources : 139

<u>Agency</u>	<u>Occurrences</u>	<u>Percentage (%)</u>	<u>Cumulative (%)</u>
EMS Fayette Co.	1,252	100.00	100.00
	<b>1,252</b>	<b>100.00</b>	



## Resource Assign Volume per Agency

**From :** null 00:00:00      **To :** null 23:59:59  
**Agency Type:** Fire Dept

Number of Records Used : 521

Number of Resources : 129

<u>Agency</u>	<u>Occurrences</u>	<u>Percentage (%)</u>	<u>Cumulative (%)</u>
Station 01 - Somerville	134	25.72	25.72
Station 02 - Braden	57	10.94	36.66
Station 03 - Piperton	21	4.03	40.69
Station 04 - Oakland	50	9.60	50.29
Station 05 - Gallaway	42	8.06	58.35
Station 06 - Rossville	5	0.96	59.31
Station 07 - Williston	14	2.69	62.00
Station 08 - LaGrange	3	0.58	62.57
Station 09 - Moscow	27	5.18	67.75
Station 10 - Substation	33	6.33	74.09
Station 11 - Macon	37	7.10	81.19
Station 12 - North	25	4.80	85.99
Station 13 - North East	25	4.80	90.79
Station 14 - Hickory Withe	34	6.53	97.31
Station 15 - District 15	14	2.69	100.00
	<b>521</b>	<b>100.00</b>	

# Call Summary

Fayette County Sheriffs Department

705 Justice Drive

Somerville, TN 38068

County: Fayette

Year:

2018

Agency Affiliation

Sheriff

Report Date: 11/01/2018 02:07:20

Report Date From: 10/01/2018

Report Date To: 10/31/2018

Period Group: Month

Call Type: Administrative

Abandoned Filters: Include Abandoned

NSI Filters: NSI Included in 911 Totals

Agency Affiliation: All

Date	Admin Outbound	Admin Inbound	Admin Inbound Abandoned	Unparsed Other	Total Admin	Average Call Duration
October 2018	3252	4764	486	0	8502	72.3
<b>PSAP Totals</b>	<b>3252</b>	<b>4764</b>	<b>486</b>	<b>0</b>	<b>8502</b>	<b>72.3</b>

# **Budget Amendment – 101 – Circuit Court Reserve Request**

## RESOLUTION

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular sessions on this 27<sup>th</sup> day of November, 2018, it being the fourth Tuesday of the month and the regular monthly meeting of the County Legislative Body in the Criminal Justice Center in Somerville, Tennessee.

That the General Fund #101 Budget be amended in the following words and figures, to wit:

### COUNTY GENERAL FUND BUDGET AMENDMENT F/Y 18/19 November 2018

<u>Adjustment to Reserve Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
34520 <u>Restricted for Administration of Justice</u>	<u>\$ 2,700.00</u>	
<b>Subtotal-34520</b>	<b>\$ 2,700.00</b>	
<b>TOTAL INCREASE/DECREASE TO RESERVE ACCOUNTS:</b>	<b>\$ 2,700.00</b>	
<u>Adjustment to Expenditure Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
53100 <u>Circuit Court</u>		
709    Data Processing Equipment		\$ 2,700.00
<b>Subtotal-53100</b>		<b>\$ 2,700.00</b>
<b>TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:</b>		<b>\$ 2,700.00</b>
<b>Prior Estimated Expenditures</b>		<b>\$ 18,099,923.39</b>
<b>Total Estimated Expenditures this Amendment</b>		<b>\$ 18,102,623.39</b>
<b>Projected Fund Balance before Amendment</b>		<b>\$ 4,723,008.00</b>
<b>Change in Fund Balance this Amendment</b>		<b>\$ 0.00</b>
<b>Estimated Ending Fund Balance as of June 30, 2019</b>		<b>\$ 4,723,008.00</b>



# **Budget Amendment – 101 – Juvenile Court Reserve Request**

## RESOLUTION

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular sessions on this 27<sup>th</sup> day of November, 2018, it being the fourth Tuesday of the month and the regular monthly meeting of the County Legislative Body in the Criminal Justice Center in Somerville, Tennessee.

That the General Fund #101 Budget be amended in the following words and figures, to wit:

**COUNTY GENERAL FUND  
BUDGET AMENDMENT  
F/Y 18/19  
November 2018**

<u>Adjustment to Expenditure Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
<u>53500</u> <u>Juvenile Court</u>		
499    Other Supplies & Materials		\$ 3,750.00
<b>Subtotal-53500</b>		<b>\$ 3,750.00</b>
<b>TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:</b>		<b>\$ 3,750.00</b>
<b>Prior Estimated Expenditures</b>		<b>\$ 18,099,923.39</b>
<b>Total Estimated Expenditures this Amendment</b>		<b>\$ 18,103,673.39</b>
<b>Projected Fund Balance before Amendment</b>		<b>\$ 4,723,008.00</b>
<b>Change in Fund Balance this Amendment</b>		<b>(\$ 3,750.00)</b>
<b>Estimated Ending Fund Balance as of June 30, 2019</b>		<b>\$ 4,719,258.00</b>

**Budget Amendment – 101 – Misc. No Fund  
Balance Change**

## RESOLUTION

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular sessions on this 27<sup>th</sup> day of November, 2018, it being the fourth Tuesday of the month and the regular monthly meeting of the County Legislative Body in the Criminal Justice Center in Somerville, Tennessee.

That the General Fund #101 Budget be amended in the following words and figures, to wit:

### COUNTY GENERAL FUND BUDGET AMENDMENT F/Y 18/19 November 2018

<u>Adjustment to Expenditure Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
<u>51300 County Mayor's Office</u>		
349 Printing, Stationery, & Forms	\$ 1,180.63	
355 Travel		<u>\$ 2,180.63</u>
435 Office Supplies	<u>1,000.00</u>	
<b>Subtotal-51300</b>	<b>\$ 2,180.63</b>	<b>\$ 2,180.63</b>
 <u>51730 Building</u>		
718 Motor Vehicles		<u>\$ 16,766.50</u>
<b>Subtotal-51730</b>		<b>\$ 16,766.50</b>
 <u>51800 County Building</u>		
307 Communications		\$ 1,500.00
338 Maintenance & Repair Services - Vehicles		900.00
348 Postal Charges	<u>\$ 2,398.90</u>	
425 Gasoline		750.00
<b>Subtotal-51800</b>	<b>\$ 2,398.90</b>	<b>\$ 3,150.00</b>
 <u>51900 Other General Administration</u>		
320 Dues & Memberships	<u>\$ 3,750.60</u>	
<b>Subtotal-51900</b>	<b>\$ 3,750.60</b>	
 <u>52500 County Clerk's Office</u>		
320 Dues & Memberships		<u>\$ 510.00</u>
349 Printing, Stationery, & Forms	<u>\$ 510.00</u>	
<b>Subtotal-52500</b>	<b>\$ 510.00</b>	<b>\$ 510.00</b>
 <u>54110 Sheriff's Department</u>		
302 Advertising		\$ 175.30
435 Office Supplies	<u>\$ 2,658.30</u>	
506 Liability Insurance		<u>2,483.00</u>
<b>Subtotal-54110</b>	<b>\$ 2,658.30</b>	<b>\$ 2,658.30</b>

<u>54210</u>	<u>Jail</u>		
422	Food Supplies	<u>\$ 6,764.75</u>	
506	Liability Insurance		\$ 4,185.00
716	Law Enforcement Equipment		<u>2,579.75</u>
	<b>Subtotal-54210</b>	<b>\$ 6,764.75</b>	<b>\$ 6,764.75</b>
<u>54410</u>	<u>Civil Defense (EMA)</u>		
338	Maintenance & Repair Services – Vehicles	\$ 273.24	
348	Postal Charges		\$ 103.74
355	Travel		<u>253.50</u>
506	Liability Insurance	<u>84.00</u>	
	<b>Subtotal-54410</b>	<b>\$ 357.24</b>	<b>\$ 357.24</b>
<u>56300</u>	<u>Senior Citizens Assistance</u>		
339	Matching Share		<u>\$ 2,999.50</u>
	<b>Subtotal-56300</b>		<b>\$ 2,999.50</b>
<u>58600</u>	<u>Employee Benefits</u>		
204	State Retirement	<u>\$ 16,766.50</u>	
	<b>Subtotal-58600</b>	<b>\$ 16,766.50</b>	
<b>TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:</b>		<b>\$ 35,386.92</b>	<b>\$ 35,386.92</b>
<b>Prior Estimated Expenditures</b>			<b>\$ 18,099,923.39</b>
<b>Total Estimated Expenditures this Amendment</b>			<b>\$ 18,099,923.39</b>
<b>Projected Fund Balance before Amendment</b>			<b>\$ 4,723,008.00</b>
<b>Change in Fund Balance this Amendment</b>			<b>\$ 0.00</b>
<b>Estimated Ending Fund Balance as of June 30, 2019</b>			<b>\$ 4,723,008.00</b>

# **Budget Amendment – 101 – County Clerk Reserve Request**

## RESOLUTION

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular sessions on this 27<sup>th</sup> day of November, 2018, it being the fourth Tuesday of the month and the regular monthly meeting of the County Legislative Body in the Criminal Justice Center in Somerville, Tennessee.

That the General Fund #101 Budget be amended in the following words and figures, to wit:

### COUNTY GENERAL FUND BUDGET AMENDMENT F/Y 18/19 November 2018

<u>Adjustment to Reserve Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
34515 <u>Restricted for Finance</u>	<u>\$ 600.00</u>	
<b>Subtotal-34515</b>	<b>\$ 600.00</b>	
<b>TOTAL INCREASE/DECREASE TO RESERVE ACCOUNTS:</b>	<b>\$ 600.00</b>	
<u>Adjustment to Expenditure Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
52500 <u>County Clerk's Office</u>		
435    Office Supplies		\$ 600.00
<b>Subtotal-52500</b>		<b>\$ 600.00</b>
<b>TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:</b>		<b>\$ 600.00</b>
<b>Prior Estimated Expenditures</b>		<b>\$ 18,099,923.39</b>
<b>Total Estimated Expenditures this Amendment</b>		<b>\$ 18,100,523.39</b>
<b>Projected Fund Balance before Amendment</b>		<b>\$ 4,723,008.00</b>
<b>Change in Fund Balance this Amendment</b>		<b>\$ 0.00</b>
<b>Estimated Ending Fund Balance as of June 30, 2019</b>		<b>\$ 4,723,008.00</b>

# **Budget Amendment – 101 – Circuit Court Reserve Request**



## RESOLUTION

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular sessions on this 27<sup>th</sup> day of November, 2018, it being the fourth Tuesday of the month and the regular monthly meeting of the County Legislative Body in the Criminal Justice Center in Somerville, Tennessee.

That the General Fund #101 Budget be amended in the following words and figures, to wit:

### COUNTY GENERAL FUND BUDGET AMENDMENT F/Y 18/19 November 2018

<u>Adjustment to Reserve Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
34520 <u>Restricted for Administration of Justice</u>	\$ 2,700.00	
<b>Subtotal-34520</b>	<b>\$ 2,700.00</b>	
<b>TOTAL INCREASE/DECREASE TO RESERVE ACCOUNTS:</b>	<b>\$ 2,700.00</b>	
<u>Adjustment to Expenditure Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
53100 <u>Circuit Court</u>		
709    Data Processing Equipment		\$ 2,700.00
<b>Subtotal-53100</b>		<b>\$ 2,700.00</b>
<b>TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:</b>		<b>\$ 2,700.00</b>
<b>Prior Estimated Expenditures</b>		<b>\$ 18,099,923.39</b>
<b>Total Estimated Expenditures this Amendment</b>		<b>\$ 18,102,623.39</b>
<b>Projected Fund Balance before Amendment</b>		<b>\$ 4,723,008.00</b>
<b>Change in Fund Balance this Amendment</b>		<b>\$ 0.00</b>
<b>Estimated Ending Fund Balance as of June 30, 2019</b>		<b>\$ 4,723,008.00</b>

# **Budget Amendment – 101 – Juvenile Court Reserve Request**

## RESOLUTION

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular sessions on this 27<sup>th</sup> day of November, 2018, it being the fourth Tuesday of the month and the regular monthly meeting of the County Legislative Body in the Criminal Justice Center in Somerville, Tennessee.

That the General Fund #101 Budget be amended in the following words and figures, to wit:

### COUNTY GENERAL FUND BUDGET AMENDMENT F/Y 18/19 November 2018

<u>Adjustment to Expenditure Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
53500 Juvenile Court		
499 Other Supplies & Materials		\$ 3,750.00
Subtotal-53500		\$ 3,750.00
<b>TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:</b>		<b>\$ 3,750.00</b>
<b>Prior Estimated Expenditures</b>		<b>\$ 18,099,923.39</b>
<b>Total Estimated Expenditures this Amendment</b>		<b>\$ 18,103,673.39</b>
<b>Projected Fund Balance before Amendment</b>		<b>\$ 4,723,008.00</b>
<b>Change in Fund Balance this Amendment</b>		<b>(\$ 3,750.00)</b>
<b>Estimated Ending Fund Balance as of June 30, 2019</b>		<b>\$ 4,719,258.00</b>

# **Contractor Permit Fees**

## RESOLUTION

### A RESOLUTION TO REVISE WHAT FEE AMOUNTS ARE CHARGED TO OFFSET THE COSTS OF SITE PLAN AND REZONING REVIEW UNDER THE ZONING LAW

WHEREAS, pursuant to Tennessee Code Annotated Sections 13-7-101 and 13-7-102 the Fayette County Board of Commissioners has adopted a Zoning Resolution and Zoning Map for Fayette County; and

WHEREAS, pursuant to Tennessee Code Annotated Section 13-7-105 the Fayette County Board of Commissioners is empowered to amend the number, shape, boundary, area, or any regulation of or within any district or districts or any other provision of the zoning resolution; and

WHEREAS, pursuant to Article IV of the Fayette County Zoning Resolution a public hearing was held on the proposed Amendment by the Fayette County Regional Planning Commission on November 5, 2018, the time and place of which was published with at least five (5) days advance notice in the Fayette Falcon newspaper of general circulation in Fayette County; and

WHEREAS, pursuant to Tennessee Code Annotated Section 13-7-105 and Article IV of the Fayette County Zoning Resolution a public hearing was held before the Fayette County Board of Commissioners on November 27, 2018, the time and place of which was published with at least fifteen (15) days advance notice in the Fayette Falcon newspaper of general circulation in Fayette County;

NOW, THEREFORE, BE IT RESOLVED BY THE FAYETTE COUNTY BOARD OF COMMISSIONERS, IN REGULAR SESSION ASSEMBLED THIS 27th DAY OF NOVEMBER, 2018:

SECTION 1. That there be revised Section 4 of "Appendix A – Schedule of Fees," which reads: "Site Plans. For a site plan there shall be levied a nonrefundable review fee of \$100.00 per acre, or fraction of an acre, to a maximum fee of \$1,000.00."

To read: "Site Plans. For a site plan there shall be levied a nonrefundable review fee of \$100.00 for the first plan sheet plus \$300.00 for each additional plan sheet required by the building commissioner to a maximum fee of \$3,100.00."

SECTION 2. That there be revised Section 5.1 of "Appendix A – Schedule of Fees," which reads: "Tracts of land containing not more than ten (10) acres – \$650.00."

To read: "\$300.00 plus \$20.00 per acre, or fraction of an acre, to a maximum fee of \$2,000.00 for an application to a residential district."

SECTION 3. That there be revised Section 5.2 of "Appendix A – Schedule of Fees," which reads: "Tracts of land containing more than ten (10) acres – \$650.00 for the first ten (10) acres then \$20.00 per acre or fraction of an acre for a maximum fee of \$1,100.00."

To read: "\$300.00 plus \$200.00 per acre, or fraction of an acre, to a maximum fee of \$3,100.00 for an application to a commercial district."

SECTION 4. That there be added a Section 5.3 of "Appendix A – Schedule of Fees," which reads: "\$300.00 plus \$300.00 per acre, or fraction of an acre, to a maximum fee of \$3,000.00 for an application to a special activity district."

SECTION 5. That there be added a Section 5.4 of "Appendix A – Schedule of Fees," which reads: "\$300.00 plus \$300.00 per acre, or fraction of an acre, to a maximum fee of \$3,000.00 for an application to an industrial district."

**Spirit Architecture – Animal Shelter Study  
Contract**

October 23, 2018

Fayette County Mayor's Office  
13095 N. Main St.  
Somerville, TN 38068

**ATTN: Mayor Rhea "Skip" Taylor**

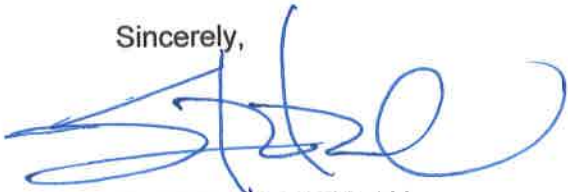
**RE: Fayette County Animal Shelter (FCAS)  
Owner-Architect Contract**

Dear Mayor Taylor,

You will find enclosed two copies of the Owner-Architect contract we discussed last week. Please review and let me know if you have any questions or concerns. Upon execution, please return one copy to our office.

We appreciate the opportunity to serve.

Sincerely,



Scott R. Rozanski, AIA  
Vice President/COO

jd

Enclosures





# AIA® Document B101™ – 2007

## Standard Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the twenty-second day of October in the year two thousand eighteen (October 22, 2018)  
*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:  
*(Name, legal status, address and other information)*

Fayette County Tennessee Government  
c/o Mayor Rhea "Skip" Taylor  
13095 N. Main Street  
Somerville, Tennessee 38068

and the Architect:  
*(Name, legal status, address and other information)*

SpiritArchitecture Group, LLC  
134 West South Street  
Collierville, TN 38017

for the following Project:  
*(Name, location and detailed description)*

New Fayette County Animal Shelter

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.



## TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

## EXHIBIT A INITIAL INFORMATION

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

*(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)*

See Attachment Exhibit 'A'

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

To be determined

.2 Substantial Completion date:

To be determined

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

### ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

Init.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

- .1 General Liability  
\$1,000,000
- .2 Automobile Liability  
\$1,000,000
- .3 Workers' Compensation  
\$100,000
- .4 Professional Liability  
\$1,000,000

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, plumbing, fire protection, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### § 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and

such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

**§ 3.3.2** The Architect shall update the estimate of the Cost of the Work.

**§ 3.3.3** The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

#### **§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES**

**§ 3.4.1** Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

**§ 3.4.2** The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

**§ 3.4.3** During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

**§ 3.4.4** The Architect shall update the estimate for the Cost of the Work.

**§ 3.4.5** The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

#### **§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES**

##### **§ 3.5.1 GENERAL**

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

##### **§ 3.5.2 COMPETITIVE BIDDING**

**§ 3.5.2.1** Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

**§ 3.5.2.2** The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

**§ 3.5.2.3** The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### **§ 3.5.3 NEGOTIATED PROPOSALS**

**§ 3.5.3.1** Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

**§ 3.5.3.2** The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

**§ 3.5.3.3** The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

### **§ 3.6 CONSTRUCTION PHASE SERVICES**

#### **§ 3.6.1 GENERAL**

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

**§ 3.6.1.2** The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

**§ 3.6.1.3** Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### **§ 3.6.2 EVALUATIONS OF THE WORK**

**§ 3.6.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

**§ 3.6.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations

Init.

and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### **§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR**

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 3.6.3.3** The Architect shall maintain a record of the Applications and Certificates for Payment.

### **§ 3.6.4 SUBMITTALS**

**§ 3.6.4.1** The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

**§ 3.6.4.2** In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 3.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

**§ 3.6.4.4** Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with

reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

**§ 3.6.5 CHANGES IN THE WORK**

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

**§ 3.6.6 PROJECT COMPLETION**

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

**ARTICLE 4 ADDITIONAL SERVICES**

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

*(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™-2009)	Architect	See attached Exhibit 'A'
§ 4.1.2 Multiple preliminary designs	Not Provided	
§ 4.1.3 Measured drawings	Not Provided	
§ 4.1.4 Existing facilities surveys	Not Provided	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	Not Provided	
§ 4.1.6 Building Information Modeling (E202™-2008)	Not Provided	

Init.

§ 4.1.7	Civil engineering	Architect	See Article 4.2
§ 4.1.8	Landscape design	Not Provided	See Article 4.2 (if required)
§ 4.1.9	Architectural Interior Design (B252™-2007)	Not Provided	
§ 4.1.10	Value Analysis (B204™-2007)	Not Provided	
§ 4.1.11	Detailed cost estimating	Not Provided	
§ 4.1.12	On-site Project Representation (B207™-2008)	Not Provided	
§ 4.1.13	Conformed construction documents	Not Provided	
§ 4.1.14	As-Designed Record drawings	Not Provided	
§ 4.1.15	As-Constructed Record drawings	Not Provided	
§ 4.1.16	Post occupancy evaluation	Not Provided	
§ 4.1.17	Facility Support Services (B210™-2007)	Not Provided	
§ 4.1.18	Tenant-related services	Not Provided	
§ 4.1.19	Coordination of Owner's consultants	Not Provided	
§ 4.1.20	Telecommunications/data design	Not Provided	
§ 4.1.21	Security Evaluation and Planning (B206™-2007)	Not Provided	
§ 4.1.22	Commissioning (B211™-2007)	Not Provided	
§ 4.1.23	Extensive environmentally responsible design	Not Provided	
§ 4.1.24	LEED® Certification (B214™-2012)	Not Provided	
§ 4.1.25	Fast-track design services	Not Provided	
§ 4.1.26	Historic Preservation (B205™-2007)	Not Provided	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™-2007)	Not Provided	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

Civil Engineering, Project Cost Estimating, and Landscape Design services will be billed as reimbursable expenses.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or

Init.



- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 One/month ( 1/month ) visits to the site by the Architect over the duration of the Project during construction
- .3 One ( 1 ) inspection for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One ( 1 ) inspection for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within twenty-four ( 24 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and

contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

## **ARTICLE 6 COST OF THE WORK**

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work

to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

**§ 6.4** If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

**§ 6.5** If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

**§ 6.6** If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

**§ 6.7** If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## **ARTICLE 7 COPYRIGHTS AND LICENSES**

**§ 7.1** The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

**§ 7.2** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

**§ 7.3** Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

**§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### § 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)*

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other (Specify)

Init.

### **§ 8.3 ARBITRATION**

**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

**§ 8.3.2** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### **§ 8.3.4 CONSOLIDATION OR JOINDER**

**§ 8.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 8.3.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

**§ 8.3.4.3** The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

## **ARTICLE 9 TERMINATION OR SUSPENSION**

**§ 9.1** If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.2** If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.3** If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

#### **ARTICLE 10 MISCELLANEOUS PROVISIONS**

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

**ARTICLE 11 COMPENSATION**

§ 11.1 For the Architect’s Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

Master Plan Phase: Fixed Fee \$4,500.00 plus reimbursable expenses. Reimbursable expenses shall not exceed \$500 for standard items during the Master Plan Phase of this work.

Design Phase: 7% of cost of work including appropriate contingencies plus reimbursable expenses.

Cost of Work Per 6.1 shall be established by Owner’s CMA and agreed upon by Owner and Architect. This will be done after Architect completes Master Plan and before start of Schematic Design.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Standard Hourly Rates. Prior written approval required. See attached SpiritArchitecture Group, LLC Exhibit ‘B’.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

Standard Hourly Rates. Prior written approval required. See attached SpiritArchitecture Group LLC Exhibit ‘B’.

§ 11.4 Compensation for Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent ( 15 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Master Plan Phase	Fixed Rate		\$4,500.00	
Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Thirty	percent (	30	%)
Construction Documents Phase	Thirty-Five	percent (	35	%)
Bidding or Negotiation Phase	Five	percent (	5	%)
Construction Phase	Fifteen	percent (	15	%)
<b>Total Basic Compensation</b>	<b>one hundred</b>	<b>percent (</b>	<b>100</b>	<b>%)</b>

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See attached SpiritArchitecture Group, LLC Standard Hourly Rate Sheet – Exhibit ‘B’

Employee or Category	Rate
See attached Exhibit ‘B’	See attached Exhibit ‘B’

Init.

## § 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus fifteen percent ( 15 %) of the expenses incurred.

## § 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

Portion of work completed to date plus 10%

## § 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero dollars (\$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

12% per annum

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

- 12.1 Civil Engineer services will be billed as a reimbursable expense.
- 12.2 Landscape Design services will be billed as a reimbursable expense.
- 12.3 Project Cost Estimating will be billed as a reimbursable expense.

Init.



- 12.4 The design phase of this contract is contingent upon the owner's successful funding of that portion of the project.
- 12.5 Upon execution of this agreement, SpiritArchitecture will conduct a two day Work Session at SpiritArchitecture's office, which will consist of two 2-3 hour sessions with selected Committee Members.

**ARTICLE 13 SCOPE OF THE AGREEMENT**

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:


N/A

.3 Other documents:

*(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)*

- 1. SpiritArchitecture Group, LLC Preliminary Design Proposal – Exhibit 'A' dated October 22, 2018
- 2. SpiritArchitecture Group, LLC 2018 Standard Hourly Rate Sheet – Exhibit 'B'

This Agreement entered into as of the day and year first written above.

<p><b>OWNER Fayette County Tennessee Government</b></p> <hr/> <p><i>(Signature)</i></p> <hr/> <p>Rhea "Skip" Taylor, Mayor</p> <p><i>(Printed name and title)</i></p> <hr/> <p><i>(Date)</i></p>	<p><b>ARCHITECT SpiritArchitecture Group, LLC</b></p>  <hr/> <p><i>(Signature)</i></p> <hr/> <p>Scott R. Rozanski, VP/COO</p> <p><i>(Printed name and title)</i></p> <hr/> <p>10/22/18</p> <p><i>(Date)</i></p>
--	--

**EXHIBIT 'A'**

October 22, 2018

Fayette County Government  
Attn: Mayor Taylor on behalf of  
Friends of Fayette County Animal Shelter  
13095 N. Main St.  
Somerville, TN 38068

**ATTN: Mayor Rhea "Skip" Taylor and Maria Prince – FCAS Co-Director**

**RE: Fayette County Animal Shelter (FCAS)  
Master Design Proposal**

Mayor Taylor and Maria,

We appreciate the opportunity to submit this preliminary plan proposal based on our meeting of May 4, 2018.

**Summary**

Fayette County and FCAS are currently looking to build a new facility adjacent to the current Fayette County Jail. The main points of the meeting were as follows:

1. Site: 5 acres Adjacent to the Fayette County Jail's east side.
2. Schedule: Start Construction as early as Summer of 2019.
3. Budget: TBD--\$500,000 collected to date
4. Scope: the long-range plan is to have the capacity to provide Animal Shelters services to the Fayette County community similar to Collierville's.
  - a. Surgery
  - b. Kennels
  - c. Cat Area
  - d. Meet and Greet
  - e. Lobby
  - f. Training – Education
  - g. Isolation
  - h. Breakroom
  - i. Office area
  - j. Animal Holding
  - k. Animal quite area.
  - l. General Areas – Toilets, Mech, Minor Storage (never enough), etc.
  - m. Façade - Nice building with pleasant street appeal but not fancy.
  - n. Parking & service areas.

This preliminary planning will assist the FCAS to make decisions regarding time, money and other resources needed to build and operate the facilities.

### **Preliminary Plan Scope of Services**

We will conduct a two-day work session at our office, which will consist of two 2-3 hour sessions with your selected committee members. The morning of the first day will be used to define scope. The second day, we will present modified floor plans for your review and comment.

- A. Use existing (7,900 sf.) Collierville shelter layout as a point of departure to develop a specific plan for FCAS. This will include utilizing the plan diagram and program requirements provided by the Friends.
  - B. Meet with the committee to review the Site Master-planning recommendations.
  - C. Generate summary Program identifying both short and long-term needs.
  - D. Prepare Graphic Presentation for community and attend one group presentation meeting.
- \*\* Two options and one plan revision are included in the base fee. Additional Services will be required for revisions in excess of those listed. The charges will be in accordance with our standard hourly rates (see attachment). No additional charges will accrue without your prior written approval.**

### **Fee Proposal – Master Plan Services**

Our fee for the above services is \$4,500.00 plus standard reimbursable expenses. This amount amount will not cover the cost of our time for the provided services; however, we hope it indicates our earnest desire to develop an ongoing relationship with Fayette County and FCAS. Please see below for reimbursable expenses.

Deliverables for the above fee will include to-scale plans showing:

- Facility Plan.
- Master Site Plan based on aerial and owner provided survey
- Program Summary spread sheet.
- One elevation sketch based on the final approved concept.

### **Schedule**

This proposal assumes that the Master plan process will begin upon receipt of signed agreement and be completed within 30 days. This assumes receiving timely feedback from the Owner.

### **Exclusions from Master Plan Service Fees**

Please note that the proposed plans are only intended for public education, fund raising, budgeting and planning purposes only. They are not intended for permitting or construction. These services will be provided once a final direction is determined.

**Main Project Fees**

Main Project Fees will be established based on an agreement of budget established by Fayette County's CMA. The County has indicated its intent to hire a CMA "light" to oversee and consult on behalf of the County throughout the project. SpiritArchitecture expects this entity to be selected after the Master Plan Phase is completed and before full Schematic Design is completed.

**Budget**

Budget and projected potential projects cost were discussed. We recommend budgeting \$150 per square foot minimum for building only. This would not typically include any site work, landscaping, fixtures, furnishings or contingencies. The preliminary information can be provided to a local Construction Manager for more specific projected costing.

**Reimbursable Expenses**

Reimbursable expenses such as excluded services, drawing reproduction costs, printing, plotting, photography, filing fees, travel time and mileage will be provided on an as needed basis and will be billed at cost plus 15%.

**Limitation of Liability**

In recognition of the relative risks and benefits of the project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect for any and all claims, losses, costs, damages of any nature whatsoever and all claims or claims expenses from any cause or causes, so that the total aggregate liability of the Architect shall not exceed 50% (\_\_\_\_)(initial) of the total fee for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

*I agree to the above Limitation of Liability.*

\_\_\_\_\_ *Dated* \_\_\_\_\_  
Print Name

**Acceptance**

The description of services and terms for above are satisfactory and are hereby accepted. Authorization to proceed with the work is granted.

\_\_\_\_\_  
Authorized Owner's Representative Date

Should you have any questions concerning any of the above, please call. We appreciate the opportunity to serve.

Sincerely,

Scott R Rozanski, AIA  
Vice President/COO

H:\Active Marketing\Fayette Co TN Animal Shelter\Prop Fayette Co Masterplan 18.1022.doc

**EXHIBIT 'B'**

***SpiritArchitecture Group, L.L.C.***

**Standard Hourly Rates  
January 2018**

<b><u>Employee Classification</u></b>	<b><u>Hourly Billing Rate **</u></b>
<b>President – CEO</b>	<b>\$215.00</b>
<b>Vice President</b>	<b>\$185.00</b>
<b>Senior Project Manager</b>	<b>\$155.00</b>
<b>Project Manager/Architect</b>	<b>\$135.00</b>
<b>Project Coordinator/Architect</b>	<b>\$115.00</b>
<b>Architectural Designer</b>	<b>\$ 95.00</b>
<b>Graphic Designer/Technician</b>	<b>\$ 90.00</b>
<b>Travel Time</b>	<b>\$ 85.00</b>
<b>Administration/Clerical</b>	<b>\$ 80.00</b>

\*\* or as agreed to in writing by owner

# **School Resource Officers**

# AGREEMENT

THIS AGREEMENT made and entered into on January 1, 2019, by and between the SCHOOL BOARD OF FAYETTE COUNTY, TENNESSEE, hereinafter referred to as the "Board" and the FAYETTE COUNTY SHERIFF'S OFFICE, hereinafter referred to as the "Sheriff".

1. The Sheriff agrees to hire four (4) full-time certified deputy sheriffs to act in the capacity of full-time school resource officers for the 2018-2019 school year.
2. The Board shall pay the Sheriff the sum of \$120,000.00 (estimated) per year and the Sheriff shall be responsible for paying the salaries and all other benefits to such resource officers. The school resource officers shall remain employees of the Sheriff and are not employed by the Board in any capacity. In the event, the school resource officers are not available to the Board for the entire school year, the Board shall only have to pay a pro-rata portion of the annual fee.

*ATTEST:*

\_\_\_\_\_  
**Dr. Marlon D. King**

\_\_\_\_\_  
**Bobby Riles, Sheriff**

\_\_\_\_\_  
**Bob Doll, Chairman, Board of Education**

\_\_\_\_\_  
**Rhea Taylor, County Mayor**





# Fayette County Public Schools

Family – Optimism – Courage – Unity – Service

---

Dr. Marlon D. King  
Superintendent

TO: Rhea "Skip" Taylor, Fayette County Mayor  
FROM: Dr. Marlon D. King, Superintendent  
Re: School Safety - School Resource Officers  
DATE: October 23, 2018

In thinking around the importance of school safety, I am very concerned about the unarmed security we have in our schools. Considering the incidents that have occurred throughout our nation, we have to continue to strategically plan around ways to ensure that we institute plans to promote a safe school environment.

Having that context, I am requesting a partnership with the Fayette County Sheriff's office. This partnership would include the use of four (4) school resource officers (i.e. SRO) to be housed in our middle and high schools. Also, we will use these officers to support our elementary schools on an as needed basis.

As for the compensation, we are willing to budget \$120,000 to support the matching efforts as discussed in a preliminary conversation with the Sheriff's Office. It is our desire and hope that we can start SROs in January 2019. A Memorandum of Understanding will be agreed upon between the Board of Education and the Sheriff's Office.

On behalf of the Board of Education and the Office of the Superintendent, I would like to express my most sincere appreciation for your continued support of the public school system, as we strive to make a positive impact on the students and families in our community.



# Fayette County SRO'S

## **Nature of Work**

The School Resource Officer supports and facilitates the educational process within the Fayette County School System by providing a safe and secure environment through building and establishing meaningful relationships with students and staff and proactively interacting with the school community to ensure the enforcement of county and state laws, preservation of public order, protection of life and the prevention, detection, or investigation of crime. The SRO will work effectively with students, parents, school personnel and community agencies to support teaching and learning in the schools. The School Resource Officer will patrol district property to protect students, staff and visitors from physical harm and prevent loss to district property resulting from criminal activity.

## **Illustrative Examples of Work**

- Provide law enforcement and police services to the school, school grounds and areas adjacent to the school. Investigate allegations of criminal incidents per police department policies and procedures. Enforce state and local laws and ordinances. Make appropriate referrals to juvenile authorities or other governmental agencies.
- Work to prevent juvenile delinquency through close contact and positive relationships with students. In addition the SRO shall develop crime prevention programs and conduct security inspections to deter criminal or delinquent activities. The SRO should monitor crime statistics and work with local patrol officers and students together to design crime prevention strategies
- Establish and maintain a close partnership with school administrators in order to provide for a safe school environment. Assist school officials with their efforts to enforce Board Of Education policies and procedures. Ensure school administrator safety by being present during school searches, which may involve weapons, controlled dangerous substances or in such cases that the student's emotional state may present a risk to the administrator. Assist school administrators in emergency crisis planning and building security matters. Provide a course of training for school personnel in handling crisis situations, which may arise at the school.
- Be visible within the school community. Attend and participate in school functions. Build working relationships with the school's staff as well as with student and parent groups.

-Develop and implement classes in law related education to support the educational efforts of the faculty. Work closely with teachers in designing and presenting law-related topics and the role of police in our society.

-Work with guidance counselors and other student support staff to assist students and to provide services to students involved in situations where referrals to service agencies are necessary. Assist in conflict resolution efforts.

-Initiate interaction with students in the classroom and general areas of the school building. Promote the profession of police officer and be a positive role model. Increase the visibility and accessibility of police to the school community.

### **School Resource Officers Duties and Responsibilities:**

1. The efficient performance of duties in conformance with the policies and procedures of the FCSO.
2. Exercising authority consistent with the obligations imposed by the oath of office and being directly accountable to their assigned supervisor.
4. Keeping all non-school faculty or students off school campuses, unless on business and signed into the main office of the school.
5. Exercising prevention and suppression of criminal activity and disturbances on Campus.
6. Providing assistance in the apprehension and prosecution of offenders.
7. Submitting a weekly report to the unit supervisor on all activities from his/her assigned school. This report will include: arrests, misdemeanor citations, and juvenile summons.
8. Enforcing all Federal laws, State laws, and County Ordinances.
9. Acting as a resource for the school with respect to delinquency and truancy prevention.
10. Serving as a liaison between law enforcement and student body to promote a better understanding between the two.
11. Giving lectures pertaining to law enforcement to schools as requested.
12. Promoting child safety in schools.
13. Working all home varsity football and basketball games.

14. Working on all regularly scheduled school days.
15. SRO Hours will be according to the school in which they are assigned.
16. Depending on the number of students enrolled in Summer School will determine whether or not any SRO's will be assigned during summer break.
17. During school breaks, (Summer Break, Fall Break, Spring Break, and Christmas Break) SRO's will work regular patrol. Hours will be adjusted to cover any special events during breaks.

Cameras-

All SRO's will be provided a camera and training for the camera when assigned to the SRO program.

SRO's are responsible for ensuring that their camera is in working order at all times and turned on at appropriate times.

Cameras must be turned on to record any/all incidents. If unable to do so initially, the camera must be activated as soon as possible after the incident begins. Failure to do so will result in disciplinary actions.

## Functions-

The following is a summary of the duties and responsibilities that the SRO will not be assigned while on campus. This summary should not be considered inclusive. The sheriff retains the authority to expand or reduce responsibilities at his discretion.

The SRO will not perform any duties regularly assigned to school personnel such as:

Lunchroom, hallway duty, study hall, in school suspension or classrooms as a substitute teacher.

Nothing herein prohibits the SRO from being present in these areas in order to interact with students or faculty.

The SRO is not allowed to handle any funds belonging to the Fayette County School System.

The SRO will not serve as a driveway or parking lot attendant.

The SRO will not be sent to classrooms to escort students for the staff unless the student in question is involved in potential criminal activity.

**MEMORANDUM OF UNDERSTANDING**  
**SCHOOL RESOURCE OFFICER PROGRAM**  
**AT FAYETTE COUNTY TENNESSEE SCHOOLS**

**FAYETTE COUNTY SHERIFF'S OFFICE**  
**FAYETTE COUNTY TENNESSEE SCHOOL SYSTEM**

We do hereby agree that it is mutually beneficial to all parties for Fayette County Sheriff's Deputies to be assigned as School Resource Officers to schools within the County of Fayette. It is understood by all parties that officers are employees of the Fayette County Sheriff's Office.

The purpose of this document is to facilitate a clear understanding of roles, duties, and responsibilities. This Memorandum of Understanding (MOU) is being set forth on this \_\_\_\_\_ day of \_\_\_\_\_, 2018 with full recognition that the agreement and document must be a living document to allow for program evolution and provide for some Fayette County Sheriff's Office and Fayette County School System variances, needs, and future changes. This MOU is being set forth to provide universal clarification of expectations, to minimize confusion, and to provide for consistency between officers, schools, principals, and directors.

The Fayette County Sheriff's Office recognizes and supports the need for safe schools and a safe learning environment for our youth. In furtherance of that goal, the Fayette County Sheriff's Office School Resource Officers shall work in partnership with school officials toward this end. The schools will provide a private office, office furnishings, telephone, and a computer to the SRO for his/her use in the school. The Sheriff's Office will provide any required police equipment, including radios, cameras and motorized and non-motorized vehicles to the SROs.



## MISSION STATEMENT - SCHOOL RESOURCE OFFICER PROGRAM

*Through education and enforcement and by cooperative efforts with the school staff, the students, the parents, the courts, the surrounding neighborhood, and the community's social service organizations, the SRO program strives to assist the schools with providing a safe school and neighborhood environment, and strives to hold juveniles responsible for their actions and prevent individual problems from developing into patterns of delinquency.*

**FAYETTE COUNTY SHERIFF'S OFFICE**  
**SCHOOL RESOURCE OFFICER PROGRAM**  
**PROGRAM OBJECTIVES**

1. Friendly contact between the Fayette County Sheriff's Office and the County's youth.
  
2. Assistance and information sharing concerning problems and issues affecting the schools and students.
  
3. Education of children regarding the role of laws, courts, and Police in society.
  
4. Protection and education of children involving molestation, involvement with older law violators, and other harmful influences.
  
5. Investigation of cases involving juveniles and use of effective alternatives to court whenever possible.
  
6. Prevention of crime or delinquent behavior by juveniles within the School Resource Officers' areas of assignment.
  
7. Effective problem solving and liaison with neighborhoods surrounding the schools, which are affected negatively by the conduct of students.

It should be recognized that School Resource Officers:

- ◆ are encouraged to work as a team with other school officials for the betterment of students and the school and neighborhood environment as a whole;
  
- ◆ are encouraged to work extracurricular activities as requested by the school administrator. It is recognized by all parties that these assignments provide further opportunities for crime prevention and crime detection. Any work by the SRO in this capacity will be approved by the assigned Fayette County Sheriff's Office Supervisor. The SRO will not be used as a replacement officer for off-duty/special duty assignments. It will not relieve the School District of the need to provide adequate security at special events. All after hours work shall be approved by the SRO supervisor in advance;
  
- ◆ are expected to keep the school principal or his designee informed about law enforcement action which occurs on school property and/or which may involve a student. This, of course, will occur consistent with the laws of the State of Tennessee.
  
- ◆ are assigned as Uniform Patrol Officers of the Fayette County Sheriff's Office. As such, their primary responsibilities are to investigate criminal cases involving youth, maintain order through the enforcement of local, state and federal laws, and enforcement of the school code of conduct for the purpose of maintaining a safe and effective learning environment in the schools;
  
- ◆ are to be involved in preventing a disruption that would, if ignored, place students, faculty and staff at risk of harm, the SRO will resolve the problem to preserve the school climate. IN ALL OTHER CASES, disciplining students is a School District responsibility.

◆ are governed by the rules, policies, shifts, schedules, procedures and practices of the Fayette County Sheriff's Office, under the supervision of an assigned supervisor;

◆ are expected to attend all training, meetings and appointments assigned by the Sheriff's Office. It is recognized that some of these will conflict with officer availability at the school during normal school hours. These conflicts will be minimized as much as possible but the potential exists that such requirements will take precedence over school presence. The officer shall strive to keep the school principal or his/her representative informed about his/her absences and/or activities as appropriate on a need to know basis;

◆ are police officers and not school teachers, school administrators, nor school counselors. The officers will assist teachers with classroom presentations on relative topics when requested and able. They will also work with families, individual students and other school staff members with counseling and guidance efforts when requested and appropriate. We, the undersigned, encourage team work, partnerships, cooperation and coordination between the officers, their supervisors and the school administrators and their staff, as well as with the surrounding neighborhood;

◆ SROs, School Administration for the respective schools and the assigned Sheriff's Office Supervisor will meet at the beginning of each school year to determine the goals and objectives of the SRO for the respective school. An assessment mechanism will be developed jointly, in an effort to determine the effectiveness of the SRO program.

Quarterly and year end meetings will be held to determine progress and to make adjustments as needed.

## SELECTION

Selection of each School Resource Officer is within the sole discretion of the Fayette County Sheriff pursuant to Fayette County Sheriff's Office policy.

## PROGRAM ASSESSMENT

The School Resource Officer Program will be assessed annually, and the evaluation will be conducted jointly between the Fayette County Sheriff's Office and Fayette County School System. The following areas, at a minimum, will be used to evaluate the program:

- ◆ Success of established goals and objectives.
- ◆ An internal survey of school administration, faculty and student council members, primarily concerning perceptions of safety and security.
- ◆ Traditional police-citizen contacts (citations, arrests, field interview reports, etc.)
- ◆ Non-traditional police-citizen contacts (meetings attended, problem areas addressed, student or family interviews, etc.).
- ◆ Surrounding neighborhood feedback and reaction to police efforts to address issues concerning the schools and students.
- ◆ Accomplishment of tasks agreed upon as part of any work plan written in conjunction with the Principal.

Each officer's effectiveness in the program will be evaluated at the end of each school term. The Principal will provide input into the evaluation. This may include a recommendation to the Sheriff that the officer not be assigned to that school the following year. The Sheriff will seriously consider the evaluation and the input of the Superintendent when assigning an officer to a building, and will make a good faith effort to address any concerns raised. Ultimately, however, the final decision on which officer will be assigned as a school resource officer is within the sole discretion of the Fayette County Sheriff.

**EFFECTIVE DATE**

This Memorandum of Understanding is effective \_\_\_\_\_, and shall remain in effect through \_\_\_\_\_ unless renewed by agreement of both parties or terminated as provided herein.

**TERMINATION OF AGREEMENT** Either party may terminate this agreement upon sixty (60) days written notice to the other party.

**MODIFICATION; ENTIRE AGREEMENT OF PARTIES EXPRESSED**

No modification of this Agreement shall be valid or binding unless the modification is in writing, duly dated and signed by both parties.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2018.

FAYETTE COUNTY SCHOOL SYSTEM

By: \_\_\_\_\_

SUPERINTENDENT

FAYETTE COUNTY SHERIFF'S OFFICE

By: \_\_\_\_\_