July 8, Monday
Development 5:30 pm
1. Rezoning Request – Ryan Michalski
2. Resolution about Solar Photovoltaic Facilities
3. Architect contract – Old School Office renovation

Health & Welfare (Not Meeting)

Personnel (Not Meeting)

July 9, Tuesday
Education (Not Meeting)

Criminal Justice and Public Safety 5:30 pm
1. Sheriff’s Report
2. Juvenile Detention Services Contract

Budget 6:15 pm
1. Juvenile Detention Services Contract
2. Electronic Monitoring Indigency Fund
   a. Electronic Monitoring Indigency Fund MOU
   b. Resolution for Local Government Participation In The Electronic Monitoring Indigency Fund
3. Architect contract – Old School Office
May 8, 2019

TO: Hunter Winfrey, Fayette County EMA
Glen Miller, Fayette County Ambulance Service
Carol Ann Feathers, Fayette County 911
Glenn Fones, Chickasaw Electric Cooperative
Rich Hartfield, Fayette County Fire Department
Bobby Riles, Fayette County Sheriff's Department
Wayne Dowdy, Fayette County Public Works Department
Rhea Taylor, Fayette County Mayor’s Office
Travis Von Neumann, TDEC Groundwater Protection
Dr. Marlon King, Fayette County Board of Education
Billy Tomlinson, Hardeman-Fayette Utility District

FROM: John R. Pitner, Planning Director

RE: June 2019 Development Submittals

Attached are new development requests submitted to this office for regional planning commission action in June 2019:

1. Application of Ryan Michalski to rezone 5.05 acres on the east side of Route 196 in Civil District 7 from R-1 Rural Residential to B-3 Community Business to establish a "retail garden center."

Please review and provide any comments you may have to this office by 3:00 P.M., May 23, and please don’t hesitate to call with any questions. Thank you.
APPLICATION FOR PROPERTY RECLASSIFICATION UNDER
THE ZONING RESOLUTION OF FAYETTE COUNTY, TENNESSEE

APPLICANT:  Ryan Michalski  Phone: 901.288.4372
Mailing Address: 20840 Hwy 19 Nue Arlington, TN 38002
Location of property: 20840 Hwy 19 Nue

Acreage: 5  Tax Map: 063  Parcel: 020.08  Civil District: 07
Present Zoning Classification:  
Proposed Zoning Classification: B3

REASON(S) FOR REQUEST & EXACT DESCRIPTION OF INTENDED USE OF SITE: 

I hereby certify that the statements made by me herein and the maps and other accompanying data submitted herewith are true and correct.

[Signature]
Signature of Applicant/Applicant's Agent 

2-15-19
Date
Fayette County Planning Commission
16265 Highway 64
Somerville, TN 38068

Re: Commercial Zoning Application
For 20840 HWY 196 Arlington, TN 38002

Dear Planning and Zoning Committee,

Ryan Michalski, owner of above listed address, is requesting a zoning change from unrestricted residential to B3 commercial zoning. Currently, I am housing my lawn care equipment in a building at this location. As my business has grown, I have had requests from many of my local customers to provide garden tools, and plants to the public. I would like to establish a local retail garden center on the premises for selling plants, garden tools, and garden decor. The property will have about 1,000 square feet of retail floor space. The property will have irrigated greenhouses, and irrigated field space for container grown plants and flowers. In addition to the greenhouses, the site will have mulch bays for selling bulk mulch and organic soil. I feel like this is a needed business for this part of Fayette County because there is not another garden center business in Fayette County that caters to retail and commercial customers other than big box stores. Currently Ryan’s Lawn Care services numerous surrounding neighborhoods and has been requested by clients to offer plant material and gardening supplies. It is a viable location because of its ease of access from Hwy 70, I-40 and Hwy 64 attracting customers from all over.

Thank you for your consideration,

Respectfully Submitted,
Ryan Michalski

[Signature]
RESOLUTION

A RESOLUTION AUTHORIZING A LENGTHENED DURATION TO EVALUATE A PROPOSED SOLAR PHOTOVOLTAIC FACILITY, TO CLARIFY SETBACK SPECIFICATIONS FOR A SOLAR PHOTOVOLTAIC FACILITY, TO REVISE BOTH THE MINIMUM AND THE MAXIMUM OPEN SPACE REQUIRED AT A SOLAR PHOTOVOLTAIC FACILITY, AND TO ACCORD THE BOARD OF APPEALS THE AUTHORITY TO IMPOSE SUPPLEMENTAL CONDITIONS UPON THE DESIGN AND OPERATION OF A SOLAR PHOTOVOLTAIC FACILITY

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 July 1, 2019, 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 July 23, 2019, 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 23rd DAY OF JULY, 2019:

SECTION 1. That there be revised "Article III – Board of Appeals" in the fourth sentence of Section 3, which reads: "the Board of Appeals shall hear the case within 150 days after the date the application is filed, give public notice thereof as well as personal notice to the parties in interest, and decide the same within thirty-five (35) days after the date of the hearing."

to read: "except as specified in Section 13 of Article 5, the Board of Appeals shall hear the case within 150 days after the date the application is filed, give public notice thereof as well as personal notice to the parties in interest, and decide the same within sixty (60) days after the date of the hearing unless the applicant shall give consent in writing to extend that duration."

SECTION 2. That there be revised "Article V – General Provisions" in Section 13.1.4 to delete the second clause of the third sentence, which reads: "which notwithstanding any policy of the Board of Appeals shall be considered as granted ninety (90) days after the Board of Appeals shall have first considered the site design unless before expiration of that duration the Board of Appeals shall have disapproved the site design."

SECTION 3. That there be revised "Article V – General Provisions" in Section 13.3.4, which reads: "except where a greater distance is specified herein, all above-ground structural components of the facility minimally shall comply with the side and rear setbacks of the zoning district within which the facility is located, provided that the board of appeals may specify a wider setback where warranted by conditions of drainage or visibility."

to read: "except in exceptional circumstance related to a physical feature of the approved solar site, no setback shall be required from a common lot line between two or more lots where such common lot line is
entirely within the approved exterior boundary of the site, provided that all above-ground structural components of the facility shall maintain a minimum setback of thirty (30) feet from the approved exterior boundary of the site, which minimum the board of appeals may extend where warranted by conditions of drainage or visibility, especially in proximity to a public right-of-way."

SECTION 4. That there be revised "Article V – General Provisions" in Section 13.3.5, which reads: "the facility shall not occupy more than seventy-five (75) percent of the approved site location."

to read: "not less than twenty (20) percent nor more than forty (40) percent of the approved site location shall be designated for open space by the board of appeals, which open space shall not be occupied by any above-ground facility, and no minimum building setback specified in Article VII for the district in which the facility is located shall be considered a part of this open space."

SECTION 5. That there be revised "Article V – General Provisions" to add the following Section 13.7: "in the course of facility location review and/or facility design review the Board of Appeals may impose such additional conditions and/or restrictions upon a proposed solar photovoltaic facility as it may deem necessary in furtherance of the intents and purposes of this Resolution, which conditions and/or restrictions shall be continuing obligations enforceable by the building commissioner in the same manner as any other provisions of this Resolution."

SECTION 6. That there be revised "Article – General Provisions" to add the following Section 13.8: "Because of the extensive time required to evaluate a proposed solar photovoltaic facility, particularly a large one, with its consequent potential to delay the projects of others, the process of facility location review and facility design review shall not be bound to a codified deadline but rather shall each be as specified in writing by the building commissioner within thirty (30) days after an application is submitted with full payment of the applicable fees along with a written request for such specification, and if the applicant is dissatisfied with the building commissioner's specification he may request the Board of Appeals to direct a faster review, which request shall be in writing and placed on the agenda of the Board of Appeals at its first regular meeting scheduled for two (2) weeks or more after the applicant makes the request. In its review the Board of Appeals may consider any element it deems relevant and may modify the building commissioner's specification as it believes proper, and to that end shall have the powers of the building commissioner.

SECTION 7. That this Resolution shall become effective the day following its adoption, THE PUBLIC WELFARE REQUIRING IT.
June 17, 2019

Dear County Representative,

Enclosed you will find the contract between Madison County Juvenile Detention Center and your county. Please review the contract and affix signatures where designated. The original contract must be returned to our office as soon as possible. Your new contract will be active once we receive it with the authorized signatures and shall be valid through June 30, 2020. Under section two of the contract, please indicate and provide the names of those persons who are authorized by your county to make arrangements to place juveniles and to commit your county to be responsible for payment. Our facility will only consider placement from persons listed on the contract. We have also included the Prison Rape Elimination Act (PREA) language that is state and nationally mandated by our facility to enforce.

If it is a hardship for you to send a Judge’s Detention Order with the body of the youth, you may instead send a copy of an official arrest report or any other paperwork showing the juvenile’s actual charges. You would then fax or e-mail the Judge’s Detention Order to us at (731) 421-1627 or email to detention@madisoncountytn.gov by noon of the following day. For your records, the direct phone number to the Detention Center is (731) 423-6144. If possible, please provide us with an e-mail address. We will be sending a copy of your signed contract back to you via e-mail to cut postage cost. We look forward to working with you and will do our best to accommodate your needs for detention services. Please call me if you have any questions or concerns. Our numbers are as follows Roosevelt Washington (731) 423-6140 ext. 7112 or (731) 225-4990 or via email to rwashington@madisoncountytn.gov. Marvin Taylor at (731) 571-3446 marvintaylor@madisoncountytn.gov Or you may contact Amy Jones, Juvenile Court Services Director at (731) 423-6140 ext. 114. Mrs. Jones email address is ajones@madisoncountytn.gov Please keep a copy of the enclosed contract for your records. I look forward to serving you in the coming year.

Sincerely,

Roosevelt Washington
Supervisor, Madison County Juvenile Detention Center

Enclosure
SECURE DETENTION CONTRACT
Between
MADISON COUNTY OFFICE OF JUVENILE COURT SERVICES
And
FAYETTE COUNTY

This contract for secure detention care services for juveniles is by and between Madison County Office of Juvenile Court Services and Fayett County hereinafter referred to as MCJCS and County.

In consideration of the mutual promises and amounts set out below, the parties enter into this contract according to the following provisions:

1. That upon available secure bedroom units within the MCJCS detention facility, MCJCS shall provide detention care services for those juveniles ordered to be detained by the Court having jurisdiction of juvenile cases within the county within the provisions of this contract. This order shall be based on the detention criteria set forth in TCA 37-1-114. Detention care services shall consist of detaining the juvenile in the MCJCS detention facility and providing said juvenile with food, shelter and such other physical necessities as may be determined by the supervisor of the MCJCS detention facility. MCJCS reserves the right to refuse placement of a child under thirteen years of age without prior approval of the supervisor or the Court Services Director.

2. That actual placement at the facility will be preceded by a telephone call by County personnel expressing intent and approximate time of arrival and departure. That upon the Judge or Referee of the Court with juvenile jurisdiction not being available or accessible, either of the following persons shall be allowed to place juveniles with a signed and docketed petition or an arrest report and a Detention Order signed by the Juvenile Court Judge and delivered at the time of placement. The designated persons authorized to place juveniles and obligate said county for related cost under this contract are:

Judge Jim Gallagher, Melissa Douglass (Youth Services Officer)
Kim Hoard (Judge's Administrative Asst.)

It shall be noted that MCJCS detention facility has the obligation to refuse placement if the call is not placed by one of the aforementioned persons. Thus, these aforementioned persons are the ONLY persons allowed to make arrangements for placement of juveniles.

3. That MCJCS reserves the right to refuse placement under this contract under the following circumstances:
   a. That, as determined by MCJCS detention facility personnel, secure bedroom space is not available.
   b. That, as determined by the MCJCS detention personnel, said juvenile is an imminent threat of harm to him/herself or other residents because of his/her emotional or mental state.
c. That the alleged offense of the juvenile to be placed is a status offense and that said juvenile is not a runaway or has not been found in violation of a valid court order. It is the expressed intent of MCJCS to provide secure detention care services only for delinquent offenders unless the referred juvenile is a runaway or is in violation of a valid court order.

4. The County agrees that it will be responsible for the cost of any emergency, medical, or dental care if determined necessary by the MCJCS detention facility personnel. In the event prolonged medical or dental attention is required, MCJCS detention facility personnel will notify County of such conditions and County shall assume responsibility for and make arrangements for such care. The County agrees to authorize the Judge or Referee of the Court with juvenile jurisdiction or the designated officers as listed herein to sign appropriate forms which would authorize medical attention and local medical facilities for said juveniles in case emergency care is deemed necessary by the MCJCS detention personnel and the appropriate medical personnel.

5. That the County shall, at its own expense, transport all juveniles to and from the MCJCS detention facility and agrees that the charges for the additional services when provided by MCJCS shall be paid by the County to MCJCS at the rate of $20.00 per trip to local medical, or mental health facilities.

6. That further, in consideration for the use and availability of the premises and personnel at the MCJCS detention facility, the County does hereby covenant, contract, and specifically agree that said county government shall hold Madison County government, MCJCS, the Judge, and the Juvenile Court of Madison County, the director, officers, employees, agents, servants, and volunteers of MCJCS or Madison County government harmless from any and all liability they or any of them may or might incur as a result of actions taken by said County, its agents, or employees relative to the arrest and detention of any juvenile placed by said County, specifically including, but not limited to actions based on the false arrest, violations of civil rights, and improper or false return of process which is related to placement of juveniles by said County. The Hold Harmless will include, but not be limited to, defending the above in any and all actions brought as a result thereof and paying any and all necessary expenses as a result thereof.

7. That MCJCS detention facility personnel are authorized to release duly placed juveniles of said County upon written order or written request from the Judge or Referee of Court having juvenile jurisdiction or Officers of the Court as designated herein to law enforcement officers of said County or to party as designated by the written order or request.

8. The regular charges are one hundred seventy dollars ($170.00) per day or seven dollars ($7.00) per hour for the first seven days and one hundred ninety dollars ($190.00) per day or eight dollars ($8.00) per hour for placement time exceeding seven days. Any part of the initial day is counted as a full day. The terms of this agreement shall be from July 1 of 2019 through June 30, 2020.
Prison Rape Elimination Act (PREA)

Duty To Report

9. Madison County Juvenile Detention Center shall be committed to a zero tolerance standard for all forms of sexual abuse/assault/misconduct/harassment or rape within the facility and shall be committed to reducing the risk of sexual abuse, sexual harassment, assault, misconduct and rape through implementing the Prison Rape Elimination Act (PREA), as outlined in Public Law 108-79 standard 115.311.

10. That youth placed in the MCJDC by your county will understand that sexual activity between another youth or staff is prohibited and is subject to criminal disciplinary action.

11. That further in Pursuant to TCA 37-1-403 AND 37-1-605, any person who has knowledge of or is called upon to render aid to any resident/child who is being abused, sexually, sexually assaulted or sexually harassed has the duty to report such abuse.

12. Therefore your county has the duty to report such abuse whether the abuse happened before, during or after the child was a resident at the MCJDC.

13. All allegations of abuse must be reported to the DCS Abuse Hotline 1-877-237-004
IN WITNESS WHEREOF, the parties have by their duly authorized representative(s) have set their signatures.

MADISON COUNTY JUVENILE COURT SERVICES

BY: ___________________________ Detention Supervisor DATE: ___________________________

BY: ___________________________ Director DATE: ___________________________

BY: ___________________________, County Mayor DATE: ___________________________

BY: ___________________________ DATE: ___________________________

BY: ___________________________

CONTRACTED COUNTY

BY: ___________________________ DATE: ___________________________

BY: ___________________________, County Executive DATE: ___________________________
May 31, 2019

The Honorable Rhea Skip Taylor
Mayor, Fayette County
PO Box 218
13095 N. Main St.
Somerville, TN 38068

Dear Mayor Taylor,

This letter is to inform you of recent changes to the laws governing the Electronic Monitoring Indigency Fund (EMIF) and how these changes could impact your office. The Tennessee Department of Treasury’s Division of Claims and Risk Management is responsible for processing eligible claims for reimbursement for interlock, transdermal, mobile breathalyzer, and GPS monitoring devices that are specifically related to alcohol and drug related offenses for indigent offenders. Devices are ordered by courts and are installed and monitored by third party vendors who bill the State for charges incurred by offenders using the device.

Providers of these devices shall charge reasonable and customary fees in accordance with applicable law. The alcohol or drug monitoring devices that are eligible for reimbursement from the EMIF include, but are not limited to, ignition interlock devices, transdermal devices, and other electronic monitoring devices with random alcohol or drug testing.

In 2019, the General Assembly passed Public Chapter 505 which restructures the EMIF by specifying that ignition interlock claims will be the only claims fully funded by the State. All other devices recognized by the EMIF will be funded through a cost sharing program between the State and each local government. Specifically, the bill divides the EMIF into two accounts, as follows:

1) The ignition interlock account will be used for the eligible costs associated with ignition interlock devices or with any other cost or fee associated with a functioning ignition interlock device for persons determined by the court to be indigent. This account will contain state-appropriated monies, as well as the fees assessed in accordance with applicable law.

2) The non-interlock account will contain only those funds from each local government that chooses to utilize the cost sharing program, as well as excess funds from the ignition interlock account, as determined by Treasury, for the purpose of matching the local government’s approved budget. This account is for the eligible costs associated with the use of a transdermal monitoring device, other alternative alcohol or drug monitoring device, or a global positioning monitoring device by persons determined by the court to be indigent.
If a local government elects to participate in the cost sharing program for non-interlock devices, the three steps below must be completed. It should be noted that FY20, being the first fiscal year, has special considerations which are described below.

1. A local government must pass a resolution electing to participate in the cost sharing program by September 15, 2019. To assist you, Treasury has provided the draft resolution. Regardless of the date of passage, all resolutions for FY20 will be effective July 1, 2019. This is required only upon election to participate in the program.

2. Submit an annual budget for FY20 and projected FY21 budget by September 15, 2019, showing the budgeted portion for the EMIF Cost Sharing Program. This budget will be reviewed by Treasury and matched, subject to available funds.
   a. This is required for each fiscal year on or before September 15th preceding the start of the fiscal year being budgeted. For example, a budget for FY22 should be submitted by September 15, 2020.
   b. Once an estimated budget is submitted for FY20, a local government may submit a budget amendment to Treasury for approval by May 31, 2020, but only for FY20. Budget amendments may be denied if matching funds are not available.
   c. For all other fiscal years, a local government may submit a ‘restricted’ budget amendment.
      i. These amendments can only lower the proposed budget amount.
      ii. These amendments must be presented to Treasury no later than August 30th of the fiscal year for which the budget applies.

3. Submit a Memorandum of Understanding (MOU) to Treasury committing to pay all liabilities up to the stated budgeted amounts applicable to that fiscal year. This is required only upon election to participate in the program. Additionally, provide the local government’s preferred method of remitting its budgeted amounts to Treasury by choosing one of two options below:
   a. Provide a lump sum amount at the beginning of each fiscal year. This amount will be placed in a Local Government Investment Pool account (LGIP) and will earn applicable interest for the local government. Funds will be drawn from the LGIP account periodically to pay the local government’s share of the program.
   b. Provide agreement to allow the State to draw the funds from the local government’s designated bank account via ACH Debit. The funds will be drawn in twelve (12) equal installments of the budgeted amount for that fiscal year on or about the third business day of each month.

If a local government does not wish to participate for FY20 but does wish to participate for FY21 and beyond, step 1 should be completed. The resolution should indicate that the effective date is July 1, 2020.

Following the completion of the three steps listed above, all eligible devices for indigent offenders ordered by judges in your local government will be paid from the cost sharing program with the State as funds are available.

Treasury will periodically update your local government on the balance of your budgeted commitment and the projected liabilities to the cost sharing program. If the amount of claims for installed devices is projected to meet or exceed the local government’s fiscal year budget, the EMIF will not accept new claims until the next fiscal year. The local government is ultimately responsible for tracking liabilities and ensuring it does not exceed the allotted fiscal year budget. In the event liabilities exceed the budgeted
amount for cost sharing, Treasury will deny all claims and invoices received after liabilities have been exceeded, until the next fiscal year.

In order for the Department of Treasury to properly evaluate the availability of matching funds for the EMIF, it is imperative that we receive all documents for FY20 and FY21 by September 15, 2019. These documents will also allow the Department to better understand the funding status of the EMIF and the demand on the fund.

We look forward to partnering with you and other local governments across the State.

If you have any questions concerning this letter, please contact Roy West, Director of Special Projects, by e-mail at Roy.West@tn.gov or call (615) 253-8771.

Sincerely yours,

David H. Lillard Jr.
Tennessee State Treasurer

Enclosures:

Memorandum of Understanding
Resolution
Timeline
FY20 Timeline for EMIF
Local Government Opt-in

- **6/1/2019**
  *Local Governments May Begin Opting-in For FY20*

- **9/15/2019**
  **Deadline for Local Governments to Opt-in for FY20 and Deliver Resolution and EMIF Budget**

- **5/31/2020**
  **Deadline to Submit Budget Amendment for FY2020**

- **7/1/2019 - 6/30/2020**
  The EMIF Cost Sharing Program May Make Payments for Eligible Claims and Invoices for Participating Local Governments

- **7/1/2019**
  **New EMIF Law Becomes Effective**

*Treasury must first review and agree to match the local government’s budgeted funds, subject to available funds in the EMIF. So long as the EMIF has available funds to match the local government’s budget, the EMIF can begin making payments for invoices.

**Even if a local government waits until September 15th to opt-in, the participation period is on a fiscal year basis. Claims filed for court orders issued for the participating local government between July 1, 2019 and the opt-in date, will be honored by the EMIF and the local government.*
FY21 Timeline for EMIF
Local Government Opt-in

* Within 30 days of passing a budget, the Local Government must submit its EMIF budget to the Treasury for review. This must be done no later than 8/31/2020. The final budget must be less than or equal to the budget submitted on or before 9/15/2019.

** Upon submission of a local government's budget as it relates to EMIF, Treasury will review and agree to match the local government's budgeted funds, subject to available funds in the EMIF. If the EMIF budget appropriation is less than the funds necessary to match local governments, Treasury staff will notify local governments of the maximum matching funds available to that local government.
ELECTRONIC MONITORING INDIGENCY FUND

MEMORANDUM OF UNDERSTANDING

WHEREAS, based on (Name of Local Government) “Local Government” participation in the Electronic Monitoring Indigency Fund (“EMIF”) by resolution, the Department of Treasury (“Department”) and the Local Government have agreed to enter into this memorandum of understanding (“MOU”). The EMIF shall be composed of two (2) accounts: an account used for the payment of eligible costs associated with the lease, purchase, installation, removal and maintenance of ignition interlock devices (“Ignition Interlock Account”) and an account used for the payment of eligible costs associated with the use of transdermal monitoring devices, other alternative alcohol or drug monitoring devices, and global positioning monitoring devices (“Other Alternative Drug and Alcohol Monitoring Device Account”).

I. PURPOSE

The purpose of this MOU is to outline the roles and responsibilities and the payment process for the Local Government costs associated with the Local Government’s participation in the EMIF relative to eligible transdermal monitoring devices; other alternative drug and alcohol monitoring devices; and global positioning monitoring devices for its indigent defendants (collectively, “Device” or “Devices”).

II. PAYMENT PROCESS

A. Through the Local Government’s participation in the EMIF, it will pay fifty percent (50%) of the costs associated with Devices for its indigent defendants with the State of Tennessee (“State”) paying the other fifty percent (50%), subject to the transfer of money from the Ignition Interlock Account to the Other Alternative Drug and Alcohol Monitoring Account as well as an appropriation by the State.

B. In obtaining money from the Local Government, the Department will bill the Local Government on a monthly basis by providing it with a statement of costs associated with Devices by either collecting the costs from the Local Government’s Local Government Investment Pool Account (“LGIP”) or a Local Government’s designated bank account. The Local Government chooses the following payment option (check one):

- A journal draft from the Local Government’s LGIP account on a monthly basis for Device invoices. In order to utilize this option, the Local Government must deposit its full budgeted amount for participation in the EMIF with the Department in a lump sum within thirty (30) business days from the date the budgeted amount is approved. The Local Government’s funds will be placed in a designated LGIP account and will earn interest at the applicable rates to the credit of the Local Government; or

- ACH draft from a bank account designated by the Local Government in twelve (12) equal monthly installments.

C. The State may also obtain money from participating Local Governments for costs associated with Devices from the Local Government’s state-shared taxes.

D. At the conclusion of any fiscal year, should the Local Government have a balance in either account option listed above in excess of its EMIF liabilities, the Local Government may opt to have the fund returned to the Local Government or roll the funds into the next fiscal year for participation in EMIF.

E. In the event that the Local Government fails to pay its liabilities as established in this MOU, the State may also obtain money from participating Local Governments for costs associated with Devices from the Local Government’s state-shared taxes.
F. Should the Local Government not pay its fifty percent (50%) of costs associated with Devices, the State will cease paying its portion of the costs and the Department will not approve any claims or pay any invoices as of the date that the Local Government cannot pay its costs and until such time that the Local Government has sufficient funds available to pay its costs as provided in this MOU.

III. DURATION

This MOU will become effective upon signature by the authorized representatives for the Department and the Local Government and will remain in effect until modified or terminated upon the mutual agreement of the Department and Local Government. This MOU will be automatically terminated if the Local Government withdraws its participation from the EMIF for the payment of costs associated with Devices, and the Local Government pays outstanding liabilities to the EMIF in accordance with the terms of this MOU and applicable laws, rules, policies, procedures and guidance.

IV. SURVIVAL

The terms, provisions, representations, and warranties contained in this MOU which by their sense and context are intended to survive the performance and termination of this MOU, shall so survive the completion of performance and termination of this MOU.

V. CONTACT INFORMATION

Department of Treasury:
Brian Derrick, Director of Accounting
Tennessee Department of Treasury
502 Deaderick Street
Andrew Jackson Building, 14th Floor
Nashville, Tennessee 37243
(615)
Email: Brian.Derrick@tn.gov

Local Government:
Name/Title of Representative
Name of Local Government
Address
Telephone
Email

By: ________________________________
David H. Lillard, Jr., State Treasurer
Date: ______________________________

By: ________________________________
(local government representative with authority to sign)
Date: ______________________________
RESOLUTION FOR LOCAL GOVERNMENT PARTICIPATION
IN THE ELECTRONIC MONITORING INDIGENCY FUND

WHEREAS, pursuant to Chapter 505 of the 2019 Public Acts, a local government shall have the option to participate in the Electronic Monitoring Indigency Fund ("EMIF") relative to the payment of costs for eligible transdermal monitoring devices, other alternative drug and alcohol monitoring devices, and global positioning monitoring devices for its indigent defendants (collectively, "Devices"). Participation shall be demonstrated through a resolution legally adopted and approved by the Local Government’s legislative body accepting the liability associated with participation and containing the budgeted amount that the Local Government commits to its participation in the EMIF;

WHEREAS, ___________________________ (Name of local government) "Local Government" desires to participate in the EMIF relative to the payment of costs associated with Devices until such time as the Local Government withdraws its participation in the EMIF.

WHEREAS, the Local Government agrees that in order to participate in the EMIF for the payment of costs associated with Devices, it shall adopt this resolution containing a budgeted amount for the upcoming fiscal year and sign a memorandum of understanding with the State of Tennessee ("State") about the payment of costs;

WHEREAS, through the memorandum of understanding between the Local Government and the State, the State may bill the local government for its budgeted amount by drawing from either the Local Government’s Local Government Investment Pool (“LGIP”) account or from a bank account designated by the Local Government for costs associated with Devices;

WHEREAS, the State may also obtain money from participating Local Governments for costs associated with Devices from the Local Government’s state-shared taxes;

WHEREAS, through the Local Government’s participation and for the duration of its participation period, the Local Government will be responsible for fifty percent (50%) of the cost associated with Devices that have been ordered on or after July 1, 2019;

WHEREAS, the Local Government understands through the execution of this document that the State will provide funds matching each Local Government’s budgeted amount for participation in the fund, subject to an appropriation by the State and the solvency of either or both of the accounts contained in the EMIF;

WHEREAS, for each upcoming fiscal year, the Local Government agrees that it will work cooperatively with the State to develop its budgeted amount for participation in the fund prior to approval by the Local Government’s legislative body to determine if the State anticipates having sufficient funds to provide its fifty percent (50%) match;

WHEREAS, for each year of participation subsequent to the Local Government’s initial participation year, and no later than a date certain established by the State Treasurer, the Local Government shall notify the State Treasurer of the budgeted amount that is approved for its continued participation in the EMIF within thirty (30) days after the Local Government budget is approved by the local legislative body along with a copy of the approved budget; said budgeted amount shall appropriate the funds necessary for the Local Government to meet its liabilities;

1

7/5/2019
WHEREAS, to the extent that the Local Government does not pay its costs associated with Devices, the State will cease paying its portion of the costs, and the State will not approve any claims or pay any invoices on a going forward basis until such time that the Local Government has sufficient funds;

WHEREAS, subject to applicable rules, policies, procedures and guidance from the State, a Local Government may amend its budget by reducing and not increasing its budgeted amount;

WHEREAS, the Local Government shall be solely responsible for its liability in its EMIF participation as indicated in applicable laws, rules, this resolution and memorandum of understanding; and

WHEREAS, should a Local Government withdraw its participation from the EMIF, the Local Government shall pay outstanding liabilities for Device invoices for claims that were approved during the period of time the Local Government participated in EMIF.

NOW, THEREFORE, BE IT RESOLVED the Board of Directors for the [insert name of Local Government’s governing body] hereby authorizes the Local Government participation in EMIF with the Local Government being solely responsible for meeting the requirements, conditions, limitations and restrictions relative to the payment of its liabilities associated with participation in the EMIF. The Board of Directors has also adopted a budget appropriating the funds necessary to meet the Local Government’s liabilities associated with its participation in EMIF and has committed a budgeted amount of ___________ that will be used to fund its participation for the fiscal year beginning July 1, 20___. A copy of the budget is attached hereto;

STATE OF TENNESSEE
COUNTY OF ______________________

I, ____________________________, clerk of the  ________________, in __________, Tennessee, does hereby certify that this is a true and exact copy of the foregoing Resolution that was approved and adopted in accordance with applicable law at a meeting held on the ______ day of ________________, 20__, the original of which is on file in this office.

IN WITNESS WHEREOF, I have hereunto set my hand, and the seal of the  ____________________________

Seal

As Clerk of the Board, as aforesaid

7/5/2019
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