

FAYETTE COUNTY LEGISLATIVE BODY

MAY 28, 2019

**BE IT REMEMBERED** that the Fayette County Legislative Body met in regular session on the 28<sup>th</sup> day of May, 2019 at the Bill G. Kelley Criminal Justice Complex in Somerville, Tennessee. Present and presiding was Mayor Rhea Taylor. Also present were James R. “Bobby” Riles, Sheriff: Sue W. Culver, County Clerk, and the following County Commissioners:

Charles E. Dacus, Jr., Ben Farley, Willie German, Jr, Tim Goodroe, Bill Kelley, Terry Leggett, David Lillard, Sylvester Logan, Jim Norton, Claude Oglesby, Kevin J. Powers, Dale Reaves, Steve Reeves, Elizabeth Rice, Ray Seals, Robert Sills, Bill Walker, Johnny Walker, and Larry Watkins.

A quorum was declared with all nineteen (19) Commissioners present.

The floor was opened to the public for comments on non-agenda items. With no one coming forth, the floor was closed.

Commissioner Farley moved to approve the minutes from April 23, 2019. The motion was seconded by Commissioner Leggett, and passed unanimously.

Commissioner Leggett moved to approve the following as notaries public: Bryce Blackburn, Joe B. Burnette, Jr., Jay J. Graves, Connie Parks Ferge, Julie Johnson, Charlotte Loines, Elizabeth L McDonald, Patricia Powell, Brenda M. Tate, and Shelron L. Young. The motion was seconded by Commissioner Ray Seals and passed unanimously.

Chairman Taylor mentioned that financial reports were sent in commissioners packets and any questions should be addressed with the appropriate official.

Chairman Taylor reported for the County Mayor’s Office, stating that the solar farm of several acres has come on quickly. It started at the first of the year. It is one of two built on top of a landfill in the state. On June 4 Sissy Dowdle of the Chamber of Commerce will sponsor a ribbon cutting for the solar farm.

No reports were given for the Sheriff’s Department, Board of Education, Juvenile Court, Board of Public Works, Trustee’s Office, or Planning and Development.

Commissioner Farley reported for the Development Committee, which met on May 9, 2019 and discussed the progress of the required ADA study the County is having to perform. It is due by the end of the year and will be brought back to the committee in July or August for their consideration. The Committee also did budget reviews for the Beer Board, Development, Building, Regulation and Inspection, Agriculture Extension, Public Works, Soil Conservation, Industrial Development, Airport, and Adequate Facilities Tax, and forwarded these budgets to the Budget Committee.

Commissioner Steve Reeves reported for the Health and Welfare Committee which also met on May 9, 2019, and discussed a budget amendment for the Solid Waste Fund 116 to bring in funds from a fire at the facility. The matter was approved and forwarded to Budget. Committee Members were given an update on the Animal Shelter Study and did budget reviews on the Local Health center, Dental Health Program, Health Department, Crippled Children's services, Veteran's Affairs, Rabies and Animal Control, Solid Waste Fund 116, and Ambulance Service, Aid to Dependent Children, and Sanitation education, and forwarded to Budget.

The Personnel Committee did not meet.

Commissioner Dacus reported for the Education Committee, which met on May 13, 2019 and reviewed 5 budget amendments for the schools, which they approved and forwarded to Budget. The Committee also did Budget reviews for the Library, Archives, and the Schools, which were approved and forwarded to Budget.

Commissioner Rice reported for the Criminal Justice and Public Safety Committee, which met on May 6, 2019, and went over a list of items the Sheriff wishes to auction . Commissioner Rice moved to approve the following list of items for the auction. The motion

was seconded by Commissioner Oglesby and passed unanimously.

10.3.5.2

FAYETTE COUNTY SHERIFF'S OFFICE VEHICLE SALE

The Fayette County Sheriff's Office will sell the following vehicles at the Sheriff's Office on Friday, June 28, 2019 at 10:00 a.m., at the Criminal Justice Center, 705 Justice Drive, Somerville, TN. 38068 on the west side of the CJC.

Vehicles will be sold to the highest bidder on sale day for cash or certified check. Vehicle may be inspected (but not started) one hour prior to sale.

The Fayette County Sheriff's Department reserves the right to accept or refuse any or all bids.

The following vehicles will be sold:

FAYETTE COUNTY SHERIFF'S DEPT. VEHICLES

2006	DODGE CTL 4D	2B3KA43H86H442156
2000	CHEVY SK1 PK	1GCEK14T8YZ270790
1999	DODGE 150 PK	1B7HC16X9XS227626
2003	CHEVY SC1 PK	2GCEC19X131381126
2011	FORD CROWN VIC	2FABP7BV3BX183488
2008	FORD CROWN VIC	2FAFP71V18X143034
2008	FORD CROWN VIC	2FAFP71V98X105650
2008	FORD CROWN VIC	2FAFP71VX8X150161
2010	FORD EPR SV	1FMEU7DE3AUB07235
2003	CHEVY KAV CW	3GNEK13T63G277187
2003	GMC YUKON 4W	1GKEK13Z53R218925

FAYETTE COUNTY SEIZED VEHICLES

2008	FORD FUSION	3FAHP06Z78R158129
1992	SATURN SL2	1G8ZK5276VZ308327
1980	SUZUKI GS4	GS450703151
1999	CHEVY MALIBU	1G1NE52M0X6203815
2003	CHEVY CAVALIER	1G1JC12F237103332

MISC. EQUIPMENT

HUSQVARNA RIDING MOWER	122010A002200
JON WAY VITAGE SCOOTER	L8YTCKPE69Y071043
PORTER CABLE AIR COMPRESSOR	0353442072
STILH CHAINSAW	500864390
CUB CADET ZEROTURN MOWER	

HARDEMAN-FAYETTE UTILITY DISTRICT

2013	CHEVY SC1 4C	1GCRCPE01DZ378913
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Ferge Auctions & Realty, LLC,  
315 S. Bass Ave.,  
Whiteville, TN 38075  
901-412-1165  
Firm # 1466 Lic. # 1486

The Committee tabled the discussion of live streaming of County Commission meetings until January, 2020. The Committee discussed the following Budgets: General Sessions Judge, Drug Court, Other Administration of Justice, Juvenile Court, Chancery Court, Ed Pulliam, Circuit Court, General Sessions Court, General Sessions Court Clerk, EMA , Fire Department, Alcohol and Drug Programs, Sheriff's Department, Drug Enforcement, Jail , Rescue Squad, Medical Examiner, Other Public Safety, Drug Fund, Fund 171 Capital Projects, and forwarded to the Budget Committee.

Commissioner German reported for the Budget Committee which met on May 14, 2019 and May 21, 2019. Several budgets were reviewed and discussed and recommended for approval and several budget amendments were approved.

Commissioner German moved to approve the following updates to the General Fund 101 Budget. The motion was seconded by Commissioner Powers and passed unanimously.

## 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 28<sup>th</sup> day of May, 2019, 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 May 2019

<u>Adjustment to Revenue Accounts:</u>	<u>INCREASE</u>	<u>DECREASE</u>
42990 Other Fines, Forfeitures, & Penalties	\$ 69,964.55	
46851 State Revenue Sharing TVA	46,838.08	
46990 Other State Revenues (State Pyramex)	289,849.23	
47230 Disaster Relief	4,262.54	
47990 Other Direct Federal Revenue	4,125.00	
48120 Paving & Maintenance (Piperton Pyramex)	10,793.25	
49700 Insurance Recovery	<u>154,284.14</u>	
<b>TOTAL INCREASE/DECREASE TO REVENUE ACCOUNTS:</b>	<b>\$ 580,116.79</b>	
<u>Adjustment to Expenditure Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
<u>51100 County Commission</u>		
191 Board & Committee Member Fees		<u>\$ 405.00</u>
204 State Retirement	\$ 405.00	
307 Communication	1,000.00	
312 Contracts w/ Private Agencies	6,000.00	
351 Rentals	900.00	
599 Other Charges	<u>800.00</u>	
<b>Subtotal-51100</b>	<b>\$ 9,105.00</b>	<b>\$ 405.00</b>
<u>51300 County Mayor</u>		
320 Dues & Memberships	\$ 150.00	
337 Maintenance & Repair Service – Office	100.00	
338 Maintenance & Repair Service – Vehicles	<u>300.00</u>	
355 Travel		\$ 500.00
435 Office Supplies		<u>50.00</u>
<b>Subtotal-51300</b>	<b>\$ 550.00</b>	<b>\$ 550.00</b>
<u>51310 Personnel Office</u>		
106 Deputies	\$ 3,000.00	
169 Part-Time Personnel		<u>\$ 2,300.00</u>
302 Advertising	2,000.00	
312 Contracts w/ Private Agencies	<u>300.00</u>	

	<b>Subtotal-51310</b>	<b>\$ 5,300.00</b>	<b>\$ 2,300.00</b>
<u>51500</u>	<u>Election Office</u>		
168	Temporary Personnel	\$ 3,345.00	
192	Election Commission		\$ 300.00
193	Election Workers	14,684.58	
196	In-service Training		175.00
331	Legal Services	3,000.00	
435	Office Supplies		600.00
719	Office Equipment		<u>19,954.58</u>
	<b>Subtotal-53400</b>	<b>\$ 21,029.58</b>	<b>\$ 21,029.58</b>
<u>51600</u>	<u>Register of Deeds</u>		
307	Communication		\$ 215.00
435	Office Supplies	<u>\$ 215.00</u>	
	<b>Subtotal-51600</b>	<b>\$ 215.00</b>	<b>\$ 215.00</b>
<u>51710</u>	<u>Development</u>		
106	Deputies	\$ 1,620.00	
302	Advertising	<u>2,000.00</u>	
	<b>Subtotal-51710</b>	<b>\$ 3,620.00</b>	
<u>51730</u>	<u>Building</u>		
338	Maintenance & repair Services -- Vehicles		\$ 800.00
349	Printing, Stationery, & Forms		120.00
355	Travel		200.00
499	Other Supplies & Materials		<u>2,500.00</u>
	<b>Subtotal-51730</b>		<b>\$ 3,620.00</b>
<u>51800</u>	<u>County Buildings</u>		
307	Communication		\$ 5,000.00
309	Contracts w/ Government Agencies		3,000.00
310	Contracts w/ Other Public Agencies	\$ 5,775.88	
335	Maintenance & Repair Service -- Buildings		10,000.00
338	Maintenance & Repair Service -- Vehicles		1,000.00
351	Rentals		775.88
410	Custodial Supplies		2,500.00
425	Gasoline		3,200.00
452	Utilities		5,000.00
	<b>Subtotal-51800</b>	<b>\$ 5,775.88</b>	<b>\$ 30,475.88</b>
<u>51810</u>	<u>Other Facilities</u>		
307	Communication	\$ 600.00	
415	Electricity	<u>2,400.00</u>	
	<b>Subtotal-51810</b>	<b>\$ 3,000.00</b>	

<u>52100</u>	<u>Accounting &amp; Budgeting</u>		
196	In-Service Training		\$ 320.00
337	Maintenance & Repair Services – Office	\$ 100.00	
349	Printing, Stationery, & Forms	750.00	
351	Rentals	486.81	
414	Duplicating Supplies	389.51	
709	Data Processing Equipment		4,406.32
	<b>Subtotal-52100</b>	<b>\$ 1,726.32</b>	<b>\$ 4,726.32</b>
<u>52300</u>	<u>Property Assessor's Office</u>		\$ 1,175.00
307	Communication		
320	Dues & Memberships	\$ 589.00	
332	Legal Notices, Recording, & Court Costs		2,600.00
334	Maintenance Agreements	3,000.00	
337	Maintenance & Repair Services – Office	500.00	
349	Printing, Stationery, & Forms	86.00	
355	Travel		55.00
425	Gasoline		1,000.00
709	Data Processing Equipment		<u>3,845.00</u>
719	Office Equipment	<u>2,000.00</u>	
	<b>Subtotal-52300</b>	<b>\$ 6,175.00</b>	<b>\$ 8,675.00</b>
<u>52310</u>	<u>Reappraisal Program</u>		
425	Gasoline	<u>\$ 2,500.00</u>	
	<b>Subtotal-52310</b>	<b>\$ 2,500.00</b>	
<u>52400</u>	<u>Trustee's Office</u>		
196	In-Service Training	\$ 862.64	
320	Dues & Memberships	<u>490.00</u>	
355	Travel		<u>\$ 1,352.64</u>
	<b>Subtotal-52500</b>	<b>\$ 1,352.64</b>	<b>\$ 1,352.64</b>
<u>52500</u>	<u>County Clerk's Office</u>		
320	Dues & Memberships		\$ 162.00
349	Printing, Stationery, & Forms	\$ 22.00	
355	Travel		<u>160.00</u>
499	Other Supplies & Materials	<u>300.00</u>	
	<b>Subtotal-52500</b>	<b>\$ 322.00</b>	<b>\$ 322.00</b>
<u>53100</u>	<u>Circuit Court</u>		
194	Jury & Witness Expense	\$ 411.00	
317	Data Processing Services	44.00	
320	Dues & Memberships	<u>45.00</u>	
435	Office Supplies		<u>\$ 500.00</u>
	<b>Subtotal-53100</b>	<b>\$ 500.00</b>	<b>\$ 500.00</b>

<u>52100</u>	<u>Accounting &amp; Budgeting</u>		
196	In-Service Training		\$ 320.00
337	Maintenance & Repair Services – Office	\$ 100.00	
349	Printing, Stationery, & Forms	750.00	
351	Rentals	486.81	
414	Duplicating Supplies	389.51	
709	Data Processing Equipment		4,406.32
	<b>Subtotal-52100</b>	<b>\$ 1,726.32</b>	<b>\$ 4,726.32</b>
<u>52300</u>	<u>Property Assessor's Office</u>		
307	Communication		\$ 1,175.00
320	Dues & Memberships	\$ 589.00	
332	Legal Notices, Recording, & Court Costs		2,600.00
334	Maintenance Agreements	3,000.00	
337	Maintenance & Repair Services – Office	500.00	
349	Printing, Stationery, & Forms	86.00	
355	Travel		55.00
425	Gasoline		1,000.00
709	Data Processing Equipment		<u>3,845.00</u>
719	Office Equipment	<u>2,000.00</u>	
	<b>Subtotal-52300</b>	<b>\$ 6,175.00</b>	<b>\$ 8,675.00</b>
<u>52310</u>	<u>Reappraisal Program</u>		
425	Gasoline	<u>\$ 2,500.00</u>	
	<b>Subtotal-52310</b>	<b>\$ 2,500.00</b>	
<u>52400</u>	<u>Trustee's Office</u>		
196	In-Service Training	\$ 862.64	
320	Dues & Memberships	<u>490.00</u>	
355	Travel		<u>\$ 1,352.64</u>
	<b>Subtotal-52500</b>	<b>\$ 1,352.64</b>	<b>\$ 1,352.64</b>
<u>52500</u>	<u>County Clerk's Office</u>		
320	Dues & Memberships		\$ 162.00
349	Printing, Stationery, & Forms	\$ 22.00	
355	Travel		<u>160.00</u>
499	Other Supplies & Materials	<u>300.00</u>	
	<b>Subtotal-52500</b>	<b>\$ 322.00</b>	<b>\$ 322.00</b>
<u>53100</u>	<u>Circuit Court</u>		
194	Jury & Witness Expense	\$ 411.00	
317	Data Processing Services	44.00	
320	Dues & Memberships	<u>45.00</u>	
435	Office Supplies		<u>\$ 500.00</u>
	<b>Subtotal-53100</b>	<b>\$ 500.00</b>	<b>\$ 500.00</b>



<u>53320</u>	<u>General Sessions Court Clerk</u>		
317	Data Processing Services	\$ 59.50	
349	Printing, Stationery, & Forms	412.82	
351	Rentals		<u>\$ 1,300.00</u>
355	Travel	331.57	
435	Office Supplies	<u>496.11</u>	
	<b>Subtotal-53100</b>	<b>\$ 1,300.00</b>	<b>\$ 1,300.00</b>
<u>54110</u>	<u>Sheriff's Office</u>		
106	Deputies	\$ 25,000.00	
108	Investigators	25,000.00	
109	Captains	18,000.00	
110	Lieutenants		\$ 20,000.00
115	Sergeants	44,000.00	
169	Part-Time Personnel		15,000.00
205	Employee & Dependent Insurance	36,000.00	
307	Communication		17,000.00
312	Contracts w/ Private Agencies	22,500.00	
335	Maintenance & Repair Services – Buildings	6,000.00	
337	Maintenance & Repair Services – Office	4,000.00	
338	Maintenance & Repair Services - Vehicles		12,000.00
349	Printing, Stationery, & Forms		3,000.00
414	Duplicating Supplies	2,000.00	
451	Uniforms		<u>2,500.00</u>
707	Building Improvements	<u>100.00</u>	
	<b>Subtotal-54110</b>	<b>182,600.00</b>	<b>\$ 69,500.00</b>
<u>54150</u>	<u>Drug Enforcement</u>		
187	Overtime Pay		<u>\$ 1,600.00</u>
201	Social Security	\$ 1,600.00	
205	Employee & Dependent Insurance	6,500.00	
451	Uniforms	<u>1,500.00</u>	
	<b>Subtotal-54150</b>	<b>\$ 9,600.00</b>	<b>\$ 1,600.00</b>

<u>54210</u>	<u>Jail</u>		
110	Lieutenants	\$ 21,000.00	
115	Sergeants		\$ 15,000.00
148	Dispatcher/Radio Operators	25,000.00	
160	Guards	90,000.00	
167	Maintenance Personnel		3,000.00
169	Part-Time Personnel	25,000.00	
187	Overtime Pay		160,000.00
302	Advertising	500.00	
317	Data Processing Services	7,000.00	
335	Maintenance & Repair Services – Buildings		130,000.00
338	Maintenance & Repair Services – Vehicles	1,500.00	
340	Medical & Dental Services		360,000.00
349	Printing, Stationery, & Forms	1,200.00	
355	Travel		1,200.00
422	Food Supplies		30,000.00
452	Utilities		45,000.00
499	Other Supplies & Materials	1,500.00	
707	Building Improvements	1,000.00	
708	Communication Equipment	4,000.00	
	<b>Subtotal-54210</b>	<b>\$ 177,700.00</b>	<b>\$ 744,200.00</b>
<u>54410</u>	<u>Civil Defense (EMA)</u>		
302	Advertising		\$ 180.90
307	Communication	\$ 1,280.15	
320	Dues & Memberships	50.00	
332	Legal Notices, Recording, & Court Costs	150.00	
335	Maintenance & Repair Services – Buildings		531.19
348	Postal Charges		150.00
425	Gasoline		700.00
435	Office Supplies		<u>18.06</u>
599	Other Charges	<u>100.00</u>	
	<b>Subtotal-54410</b>	<b>\$ 1,580.15</b>	<b>\$ 1,580.15</b>
<u>54900</u>	<u>Other Public Safety (Sheriff's Shop)</u>		
307	Communication	\$ 2,400.00	
338	Maintenance & Repair Services – Vehicles	6,000.00	
425	Gasoline	4,000.00	
	<b>Subtotal-54900</b>	<b>\$ 12,400.00</b>	
<u>55110</u>	<u>Local Health Center</u>		
307	Communication		<u>\$ 2,000.00</u>
435	Office Supplies	<u>\$ 2,000.00</u>	
	<b>Subtotal-55110</b>	<b>\$ 2,000.00</b>	<b>\$ 2,000.00</b>
<u>55120</u>	<u>Rabies &amp; Animal Control</u>		
452	Utilities		<u>\$ 1,300.00</u>
499	Other Supplies & Materials	<u>\$ 1,300.00</u>	
	<b>Subtotal-55120</b>	<b>\$ 1,300.00</b>	<b>\$ 1,300.00</b>

<u>54210</u>	<u>Jail</u>		
110	Lieutenants	\$ 21,000.00	\$ 15,000.00
115	Sergeants		
148	Dispatcher/Radio Operators	25,000.00	
160	Guards	90,000.00	
167	Maintenance Personnel		3,000.00
169	Part-Time Personnel	25,000.00	
187	Overtime Pay		160,000.00
302	Advertising	500.00	
317	Data Processing Services	7,000.00	
335	Maintenance & Repair Services – Buildings		130,000.00
338	Maintenance & Repair Services – Vehicles	1,500.00	
340	Medical & Dental Services		360,000.00
349	Printing, Stationery, & Forms	1,200.00	
355	Travel		1,200.00
422	Food Supplies		30,000.00
452	Utilities		45,000.00
499	Other Supplies & Materials	1,500.00	
707	Building Improvements	1,000.00	
708	Communication Equipment	4,000.00	
	<b>Subtotal-54210</b>	<b>\$ 177,700.00</b>	<b>\$ 744,200.00</b>
<u>54410</u>	<u>Civil Defense (EMA)</u>		\$ 180.90
302	Advertising		
307	Communication	\$ 1,280.15	
320	Dues & Memberships	50.00	
332	Legal Notices, Recording, & Court Costs	150.00	
335	Maintenance & Repair Services – Buildings		531.19
348	Postal Charges		150.00
425	Gasoline		700.00
435	Office Supplies		<u>18.06</u>
599	Other Charges	<u>100.00</u>	
	<b>Subtotal-54410</b>	<b>\$ 1,580.15</b>	<b>\$ 1,580.15</b>
<u>54900</u>	<u>Other Public Safety (Sheriff's Shop)</u>		
307	Communication	\$ 2,400.00	
338	Maintenance & Repair Services – Vehicles	6,000.00	
425	Gasoline	4,000.00	
	<b>Subtotal-54900</b>	<b>\$ 12,400.00</b>	
<u>55110</u>	<u>Local Health Center</u>		\$ 2,000.00
307	Communication		
435	Office Supplies	<u>\$ 2,000.00</u>	
	<b>Subtotal-55110</b>	<b>\$ 2,000.00</b>	<b>\$ 2,000.00</b>
<u>55120</u>	<u>Rabies &amp; Animal Control</u>		\$ 1,300.00
452	Utilities		
499	Other Supplies & Materials	<u>\$ 1,300.00</u>	
	<b>Subtotal-55120</b>	<b>\$ 1,300.00</b>	<b>\$ 1,300.00</b>

<u>55130</u>	<u>Ambulance</u>		
109	Captain(s)	\$ 10,000.00	
110	Lieutenant(s)	23,000.00	
161	Secretary(s)		\$ 660.00
164	Attendant(s)		62,000.00
169	Part-Time Personnel	40,000.00	
187	Overtime Pay		70,000.00
205	Employee & Dependent Insurance	20,000.00	
307	Communication	2,000.00	
318	Debt Collection Services		40,000.00
320	Dues & Memberships	600.00	
333	Licenses	335.00	
335	Maintenance & Repair Services – Building		250.00
337	Maintenance & Repair Services – Office	703.00	
338	Maintenance & Repair Services – Vehicles		30,000.00
349	Printing, Stationery, & Forms	800.00	
410	Custodial Supplies		200.00
412	Diesel Fuel		5,000.00
413	Drugs & Medical Supplies		11,000.00
425	Gasoline		250.00
452	Utilities	1,000.00	
708	Communication Equipment	2,200.00	
709	Data Processing Equipment	712.56	
	<b>Subtotal-55130</b>	<b>\$ 101,350.56</b>	<b>\$ 219,360.00</b>
<u>55720</u>	<u>Sanitation Education</u>		
141	Foremen	\$ 3,400.00	
201	Social Security	250.00	
204	State Retirement	50.00	
205	Employee & Dependent Insurance	1,324.00	
212	Employer Medicare	60.00	
302	Advertising	2,000.00	
338	Maintenance & Repair Services – Vehicle	50.00	
451	Uniforms	300.00	
499	Other Supplies & Materials	630.00	
	<b>Subtotal-55720</b>	<b>\$ 8,064.00</b>	
<u>58120</u>	<u>Industrial Development</u>		
321	Engineering Services		\$ 33,496.35
	<b>Subtotal-58120</b>		<b>\$ 33,496.35</b>
<u>58300</u>	<u>Veteran's Services</u>		
435	Office Supplies		\$ 500.00
499	Other Supplies & Materials	\$ 500.00	
	<b>Subtotal-58300</b>	<b>\$ 500.00</b>	<b>\$ 500.00</b>

<u>58400</u>	<u>Other Charges</u>		
506	Liability Insurance	\$ 4,029.00	
508	Premiums of Corporate Surety Bonds	<u>13,071.00</u>	
510	Trustee's Commission		\$ 30,000.00
540	Tax Relief Program		<u>3,000.00</u>
	<b>Subtotal-58400</b>	<b>\$ 17,100.00</b>	<b>\$ 33,000.00</b>
<u>58600</u>	<u>Employee Benefits</u>		
186	Longevity Pay	\$ 18,300.00	
340	Medical & Dental Services		<u>\$ 2,750.00</u>
513	Worker's Compensation Insurance	<u>16,675.00</u>	
	<b>Subtotal-58600</b>	<b>\$ 34,975.00</b>	<b>\$ 2,750.00</b>
<u>58900</u>	<u>Miscellaneous</u>		
499	Other Supplies & Materials	<u>\$ 500.00</u>	
509	Refunds		<u>\$ 7,500.00</u>
	<b>Subtotal-58900</b>	<b>\$ 500.00</b>	<b>\$ 7,500.00</b>
	<b>TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:</b>	<b>\$ 612,141.13</b>	<b>\$ 1,192,257.92</b>
	<b>Prior Estimated Expenditures</b>		<b>\$ 18,200,107.53</b>
	<b>Total Estimated Expenditures this Amendment</b>		<b>\$ 18,780,224.32</b>
	<b>Projected Fund Balance before Amendment</b>		<b>\$ 4,714,444.36</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>\$ 4,714,444.36</b>

Commissioner German moved to approve the following amendment to fund 101 to transfer funds to cover expenses until reimbursement. The motion was seconded by

Commissioner Farley and passed unanimously.

10.3.6.4

**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 28<sup>th</sup> day of May, 2019, 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  
May 2019**

<u>Adjustment to Expenditure Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
<u>99100</u> <u>Transfers Out</u>		
799    Other Capital Outlay		\$ 100,000.00
Subtotal-99100		\$ 100,000.00
<b>TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:</b>		<b>\$ 100,000.00</b>
<b>Prior Estimated Expenditures</b>		<b>\$ 18,182,556.53</b>
<b>Total Estimated Expenditures this Amendment</b>		<b>\$ 18,282,556.53</b>
<b>Projected Fund Balance before Amendment</b>		<b>\$ 4,714,444.36</b>
<b>Change in Fund Balance this Amendment</b>		<b>(\$ 100,000.00)</b>
<b>Estimated Ending Fund Balance as of June 30, 2019</b>		<b>\$ 4,614,444.36</b>

**Fire Department**

**Equipment Replacement Schedule request**

Below is a list of "first in" equipment that is requested to be replaced. If replaced, in many cases, it will be come a "second in" and replace an older piece of equipment in the run order.

<u>Year</u>	<u>Station</u>	<u>Apparatus ID</u>	<u>Equipment Description</u>	<u>Mileage</u>	<u>Hours on Machine</u>
1	District 15	Engine 15-1	2000 International	12,313	7060
1	Station 14 (Hickory With - Hwy 64)	Engine 14-1	1980 Pirsh	89,753	8870
2	District 15	Tanker 15-2	1991 Mack	43,590	Unknown
2	Station 11	Tanker 11	2004 Ford F750	13,234	Unknown
3	Station 11	Engine 11-1	2000 International	28,229	1957
3	Station 12	Engine 12	2000 International	23,893	1752
4	Station 9	Engine 9	2000 International	33,050	2310
4	Station 13	Tanker 13	1981 Mack	13,821	Unknown
5	Station 13	Engine 13-1	2000 International	17,048	1171
	Station 10	Engine 10	2000 International	27,146	2263

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Station 10	Sheriff's Substation, 11410 Hwy 196
Station 11	Macon, 9110 Hwy 194
Station 12	2200 Wagon Wheel Dr.
Station 13	905 Mt. Moriah Drive
Station 14	2815 Hwy 64

Commissioner German moved to approve the following amendment to the Solid Waste Budget 116. The motion was seconded by Commissioner Leggett and passed unanimously.

10.3.6.5

**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 28<sup>th</sup> day of May, 2019, 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 Solid Waste Fund #116 Budget be amended in the following words and figures, to wit:

**SOLID WASTE FUND  
BUDGET AMENDMENT  
F/Y 18/19  
May, 2019**

<u>Adjustment to Revenue Accounts:</u>	<u>INCREASE</u>	<u>DECREASE</u>
49700 Insurance Recovery	\$ 81,498.00	
<b>TOTAL INCREASE/DECREASE TO REVENUE ACCOUNTS:</b>	<b>\$ 81,498.00</b>	
<u>Adjustment to Expenditure Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
55754 Landfill Operation & Maintenance		\$ 81,498.00
335 Maintenance & Repair Services – Buildings		\$ 81,498.00
Subtotal-55754		\$ 81,498.00
<b>TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:</b>		<b>\$ 81,498.00</b>
<b>Prior Estimated Expenditures</b>	<b>\$</b>	<b>1,254,929.00</b>
<b>Total Estimated Expenditures this Amendment</b>	<b>\$</b>	<b>1,336,427.00</b>
<b>Projected Fund Balance before Amendment</b>	<b>\$</b>	<b>778,227.00</b>
<b>Change in Fund Balance this Amendment</b>	<b>\$</b>	<b>0.00</b>
<b>Estimated Ending Fund Balance as of June 30, 2019</b>	<b>\$</b>	<b>778,227.00</b>



Commissioner German moved to approve the following amendment to the Debt Service Fund 151. The motion was seconded by Commissioner Robert Sills and passed unanimously.

10.3.6.6

**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 28<sup>th</sup> day of May, 2019, 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 Debt Service Fund #151 Budget be amended in the following words and figures, to wit:

**DEBT SERVICE FUND  
BUDGET AMENDMENT  
F/Y 18/19  
May 2019**

<u>Adjustment to Expenditure Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
<u>82310</u> <u>General Government</u>		
510    Trustee's Commission		\$ 5,000.00
699    Other Debt Service		<u>165.00</u>
<b>Subtotal-82310</b>		<b>\$ 5,165.00</b>
 <u>82330</u> <u>Education</u>		
699    Other Debt Service	<u>\$ 165.00</u>	
<b>Subtotal-82330</b>	<b>\$ 165.00</b>	
 <b>TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:</b>	<b>\$ 165.00</b>	<b>\$ 5,165.00</b>
 <b>Prior Estimated Expenditures</b>		<b>\$ 2,401,079.00</b>
<b>Total Estimated Expenditures this Amendment</b>		<b>\$ 2,406,079.00</b>
<b>Projected Fund Balance before Amendment</b>		<b>\$ 2,725,887.48</b>
<b>Change in Fund Balance this Amendment</b>		<b>(\$ 5,000.00)</b>
<b>Estimated Ending Fund Balance as of June 30, 2019</b>		<b>\$ 2,720,887.48</b>

Commissioner German moved to approve the following amendment to fund 171 to cover expenses until fund reimbursement. The motion was seconded by Commissioner Oglesby and passed unanimously.

**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 28<sup>th</sup> day of May, 2019, 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 Capital Projects Fund #171 Budget be amended in the following words and figures, to wit:

**GENERAL CAPITAL PROJECTS FUND  
BUDGET AMENDMENT  
F/Y 18/19  
April 2019**

<u>Adjustment to Revenue Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
49830 <u>Operating Transfers From Component Units</u>		\$ 100,000.00
<b>TOTAL INCREASE/DECREASE TO REVENUE ACCOUNTS:</b>		<b>\$ 100,000.00</b>
<b>Prior Estimated Expenditures</b>	<b>\$</b>	<b>794,138.58</b>
<b>Total Estimated Expenditures this Amendment</b>	<b>\$</b>	<b>794,138.58</b>
<b>Projected Fund Balance before Amendment</b>	<b>\$</b>	<b>92,164.19</b>
<b>Change in Fund Balance this Amendment</b>	<b>\$</b>	<b>100,000.00</b>
<b>Estimated Ending Fund Balance as of June 30, 2019</b>	<b>\$</b>	<b>192,164.19</b>

Commissioner German moved to approve the following amendments to the school budget. The motion was seconded by Commissioner Farley and passed unanimously.

Fayette County Board of Education			
COMMISSION APPROVAL AMENDMENT REQUEST		Date Submitted	2/27/2019
Fund:	142- FEDERAL PROGRAMS		
Sub fund:	900 / 911		
Grant:	IDEA		
ACCOUNT	ACCOUNT DESCRIPTION	INCREASE	DECREASE
	<b>IDEA - PART B 900 SPECIAL ED</b>		
142-71200-429	INSTRUCTIONAL SUPPLIES & MATERIALS	\$4,000.00	
142-71200-499	OTHER SUPPLIES & MATERIALS	\$32,765.00	
	<b>SPECIAL ED PROGRAMS</b>		
142-72220-162	CLERICAL PERSONNEL	\$2,000.00	
142-72220-204	STATE RETIREMENT	\$1,100.00	
142-72220-355	TRAVEL	\$3,481.65	
142-72220-399	OTHER CONTRACTED SERVICES	\$124.00	
142-47143	PART B 17/18 CARRY OVER FUNDS	<\$43470.65>	
	<b>PRESCHOOL 911 SPECIAL ED</b>		
142-71200-499	OTHER SUPPLIES & MATERIALS	\$3,140.44	
142-72220-399	OTHER CONTRACTED SERVICES	\$227.56	
142-47145	PRE-SCHOOL ADDED REVENUE	<\$3368.00>	
	<b>TOTAL</b>	<b>0.00</b>	
<b>REASON FOR CHANGE</b>	BUDGET PART B CARRYOVER FUNDS BUDGET ADDITIONAL PRESCHOOL REVENUES		
<b>Signature of Approval:</b>			<b>Approval Date</b>



Fayette County Board of Education		REVISED 3/27/19	
COMMISSION APPROVAL AMENDMENT REQUEST		Date Submitted	3/6/2019
Fund:	141-General Purpose		
Sub fund:			
Grant:	Economic & Community Development (ECD)		
ACCOUNT	ACCOUNT DESCRIPTION	INCREASE	DECREASE
OTHER STUDENT SUPPORTS			
141-72130-146-ECD	Bus Drivers	\$1,159.92	
141-72130-169-ECD	Other Salaries, Benefits & Taxes	\$2,500.00	
141-72130-307-ECD	Communications (Promotional Materials)	\$5,000.00	
141-72130-412-ECD	Transportation (Diesel) (12 Trips)	\$768.00	
141-72130-499-ECD	Supplies & Materials	\$10,000.00	
141-72130-524-ECD	Staff Development (Teacher Training & Conferences)	\$8,072.08	
141-72130-599-ECD	Other Charges (Cash Incentives for Students)	\$2,500.00	
141-46590-ECD	GRANT TOTAL	<\$30,000.00>	
REASON FOR CHANGE	Add Grant & Assign expenditure budget lines per grant request.		
Signature of Approval:			Approval Date

<b>Fayette County Board of Education</b>			
COMMISSION APPROVAL AMENDMENT REQUEST			
		DATE SUBMITTED	2/27/2019
Fund:	142- FEDERAL PROGRAMS		
Sub fund:	172		
Grant:	DISTRICT PRIORITY SCHOOL IMPROVEMENT		
ACCOUNT	ACCOUNT DESCRIPTION	INCREASE	DECREASE
	REGULAR INSTRUCTION		
142-71100-116	TEACHERS		\$10,000.00
142-71100-201	SOCIAL SECURITY		\$620.00
142-71100-204	STATE RETIREMENT		\$1,046.00
142-71100-212	EMPLOYEE MEDICARE		\$145.00
142-71100-429	INSTRUCTIONAL SUPPLIES		\$15,169.00
142-71100-399	OTHER CONTRACTED SERVICES	\$20,000.00	
142-71100-722	REGULAR INSTRUCTIONAL EQUIPMENT	\$3,500.00	
	OTHER STUDENT SUPPORT		
142-72130-399	Other Contracted Services	\$145,000.00	
	REGULAR INSTRUCTION PROGRAM		
142-72210-196	INSERVICE TRAINING	\$10,000.00	
142-72210-201	SOCIAL SECURITY	\$620.00	
142-72210-204	STATE RETIREMENT	\$1,046.00	
142-72210-212	EMPLOYER MEDICARE	\$145.00	
142-72210-399	OTHER CONTRACTED SERVICES		\$143,831.00
142-72210-524	STAFF DEVELOPMENT		\$9,500.00
	<b>TOTAL</b>	<b>\$180,311.00</b>	<b>\$180,311.00</b>
REASON FOR CHANGE	RECLASS BUDGETED EXPENDITURES FOR SERVICES, INSERVICE TRAINING & STAFF DEVELOPMENT.		
Signature of Approval:			Approval Date


Fayette County Board of Education			
COMMISSION APPROVAL AMENDMENT REQUEST			Date Submitted
			2/27/2019
Fund:	142- FEDERAL FUNDS		
Sub fund:	801 / 802		
Grant:	CARL PERKINS		
ACCOUNT	ACCOUNT DESCRIPTION	INCREASE	DECREASE
<b>CARL PERKINS -801</b>			
142-71300-730	CAREER & TECHNICAL ED PROGRAMS	\$3,065.50	
142-72130-355	TRAVEL		\$3,178.21
142-72230-204	STATE RETIREMENT	\$51.25	
142-72230-212	EMPLOYER MEDICARE	\$61.46	
<b>CARL PERKINS- 802</b>			
142-71300-499	OTHER SUPPLIES & MATERIALS	\$8,000.00	
142-72130-399	OTHER CONTRACTED SERVICES		\$4,000.00
142-72130-524	STAFF DEVELOPMENT		\$4,000.00
	TOTAL	\$11,178.21	\$11,178.21
<b>REASON FOR CHANGE</b>	Reclass budgeted line items for needs equipment and to pay for industry certifications for students		
<b>Signature of Approval:</b>			<b>Approval Date</b>

Commissioner German moved to approve the following Health Department Healthy Built Environment Grant. The motion was seconded by Commissioner Oglesby and passed



unanimously.

10.3.6.9

 <b>GOVERNMENTAL GRANT CONTRACT</b> (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
<b>Begin Date</b>		<b>End Date</b>		<b>Agency Tracking #</b>	
06/01/2019		05/31/2020		34360-74319	
<b>Grantee Legal Entity Name</b>					<b>Edison ID</b>
FAYETTE COUNTY GOVERNMENT					24
<b>Subrecipient or Contractor</b>			<b>CFDA #</b>		
Subrecipient					
Contractor			Grantee's fiscal year end 2020		
<b>Service Caption (one line only)</b>					
Healthy Built Environment					
<b>Funding</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Grant Contract Amount</b>
2019	\$20,000.00				\$20,000.00
2020	0.00				0.00
<b>TOTAL:</b>	<b>\$20,000.00</b>				<b>\$20,000.00</b>
<b>Grantee Selection Process Summary</b>					
Competitive Selection					
Non-competitive Selection			Grants are based on the need to the individual county pursuant to T.C.A. 66-29-151.		
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				CPO USE - GG	
<b>Speed Chart (optional)</b>		<b>Account Code (optional)</b>			
HL00012191		71301000			

**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF HEALTH  
FAYETTE COUNTY GOVERNMENT**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Fayette County Government, hereinafter referred to as the "Grantee," is for the provision of Healthy and Active Built Environments, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 24

**A. SCOPE OF SERVICES AND DELIVERABLES:**

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. **Service Goal.** To improve population health outcomes that will increase access to attractive, safe and tobacco-free places in the local communities. This grant will offer opportunities for physical activity and healthy eating for a diverse and inclusive group of users in the community by enhancing the built environment of public places in local communities.
- A.3. The Grantee agrees to work within local communities to plan, develop, and implement the grant activities. The Grantee may utilize funding for meetings, plans, programs, or implementation of facilities such as bicycle paths, pedestrian paths, greenways, playgrounds, natural playgrounds, or parks.
- A.4. The Grantee shall conduct Access to Health through Healthy Active Built Environment grant activities as defined in the Grantee's project proposal, work plan and evaluation plan submitted (Attachment 1), approved, and kept on file in the Department of Health, Division of Community Health Services.
- A.5. The Grantee shall utilize funds in accordance with the State approved plan for health access as detailed in Attachment 1.
- A.6. The Grantee shall submit an evaluation of impact summary within sixty (60) days of the conclusion of the grant. The evaluations are to be submitted to Healthy Development Coordinator and the Office of Primary Prevention.

**B. TERM OF CONTRACT:**

- B.1. This Grant Contract shall be effective on June 1, 2019 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- B.2. Renewal Options. This Grant Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to two (2) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.
- B.3. Term Extension. It is understood and agreed that the State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Grant Contract, under the same terms and conditions. In no event, however, shall the maximum Term, including all extensions or renewals, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Twenty Thousand Dollars (\$20,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 2 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology – Total Advance Payment. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability established in section C.1. Payment to the Grantee shall be a lump sum made in advance upon approval of this Grant Contract.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. Reserved.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State (and include, as applicable, documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations")
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
  - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
  - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
  - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
  - a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
  - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Leslie Meehan, Director  
Tennessee Department of Health  
Office of Primary Prevention  
710 James Robertson Parkway  
Nashville, Tennessee 37243  
[leslie.meehan@tn.gov](mailto:leslie.meehan@tn.gov)  
Telephone #: 615-770-0304

The Grantee:

Skip Taylor, County Mayor  
Fayette County Government  
Fayette County Courthouse  
P.O. Box 218  
Somerville, TN 38068-0218  
[vickie.thompson@tn.gov](mailto:vickie.thompson@tn.gov)  
731-421-6707

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.
- The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.
- In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.
- The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.
- The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.
- Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.
- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at [fa.audit@tn.gov](mailto:fa.audit@tn.gov). At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment 3 to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.



If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment 4 [reference the Parent Child Information document].

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default

or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
  - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

- E.3. Healthy Eating Requirements. Grant recipients who purchase or serve snacks or meals in conjunction with their performance under this Grant Contract shall provide only healthy foods. No high sugar beverage shall be served at any time. Fruits and vegetables shall be given preference in menu selections.

IN WITNESS WHEREOF,

FAYETTE COUNTY GOVERNMENT:

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GRANTEE SIGNATURE

DATE

---

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF HEALTH:

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LISA PIERCEY, MD, MBA, FAAP, COMMISSIONER

DATE

## Access to Health through Healthy Active Built Environments Grant Program

### PROJECT PROPOSAL

County Name: Fayette

Primary Contact Person: Rhea "Skip" Taylor, County Mayor

Primary Contact Person Email: [rtaylor@fayettetn.us](mailto:rtaylor@fayettetn.us)

Primary Contact Person Phone: 901-465-5202

### Project Description

Please provide a description of what you plan to build or implement with the grant funding:  
This funding (\$15000) will be used by Oakland, TN to:

1. Improve Oakland Town Park by resurfacing the walking path around the pond to be smoother and easier to traverse and add outdoor exercise equipment.

The Town of Somerville will utilize this funding (\$5000) to:

1. Improve park by adding accessible playground equipment/exercise equipment

Project address or location. (All projects are required to be publicly accessible.)

Somerville Park: 214 Lakeview Rd, Somerville, TN

Oakland Town Park: Located within the Northwoods Subdivision and Cypress Creek Park in Oakland, TN

Please explain how your proposed project addresses an identified health need in your community, the process you used to identify the need, and what process and partners you engaged to select this location for your project:

Both projects will continue to improve the accessibility and activities available in the public spaces of two rural communities, which will continue to increase the opportunities for all ages to be active in a safe and effective manner.

Please describe how your project aims to improve equity in your community:

Improvements selected will assist in keeping park amenities accessible to all, especially those in a very rural location

Please describe how your project will accommodate users with disabilities, if applicable:

Both improvements are geared to increasing the accessibility of the park to users with disabilities.

What health factors do you aim to improve with your project? (Please select all that apply)

- Exercise
- Social Interaction
- Healthy Eating
- Air Quality
- Walkability

- Bikeability
- Pedestrian Safety
- Cyclist Safety
- Accessibility (for aging or disabled persons)
- Access to Nature
- Mental Health and Well-Being
- Economic Development/Prosperous Communities

Other: \_\_\_\_\_

Please provide a list of partner or stakeholder organizations you plan to engage as part of your project and a brief description of their roles:

(Please add additional lines as needed)

1. Fayette County Health Council – promotion of the improvements within their orgs.
2. Fayette County Chamber & Oakland Chamber– promotion of improvements, hosting of events

Please describe your plans for community engagement and how you will collaborate with community partners to ensure the success of your project:

Being that the project is centered around making improvements to an existing park, the main tenet for ensuring success will be heavy promotion through local channels – newspaper, social media, municipal websites, etc.

All projects are required to be publicly accessible. Do you plan to develop a joint use or shared use agreement as part of your project?

- Yes       No –These are public parks, not needed

What ages are the intended users of your proposed project? (Please select all that apply)

- Children ages 0-4
- Children ages 5-10
- Children ages 11-18
- Adults, ages 18-64
- Adults, ages 65+

What is the total dollar amount of Access to Health through Healthy Active Built Environments funding that will be used to support your project?

Oakland: \$15000

Somerville: \$5000

What is the total anticipated cost of your project including all other funding sources?

Oakland: \$20-25K

Somerville: \$10-12k

Please list any other funding sources and describe any in-kind contributions to your project, if applicable:

Both towns will provide labor and equipment for installation of all purchased items, along with the purchase of any other needed or planned for items.

Please describe the sustainability plan for your project once the grant period has ended, including responsibilities for maintenance or funding needed to continue the program, if applicable:

Both municipalities will continue to provide for these parks through their normal channels of budget appropriations by their respective Boards of Aldermen and services provided through their respective Parks and Rec Departments.

## Work Plan

Please attach a detailed work plan and timeline (no more than one page) of grant activities, including anticipated start date and completion date, and any interim steps including community meetings, equipment installation, etc. and who is responsible for each activity. Please note that all grant activities should be completed by June 30, 2020, or an extension request must be filed with the Division of Community Health Services by May 30, 2020.

## Evaluation Plan

Please attach an evaluation plan (no more than one page) for your project, including the outcomes you plan to measure and the data collection methods you plan to use.

Please consult the Tennessee Department of Health's Built Environment Evaluation Guide when developing your evaluation plan. If you need further assistance with developing your evaluation plan, please contact your region's Healthy Development Coordinator.

## Authorization

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Job Title: \_\_\_\_\_

*Rhea Taylor*

RHEA TAYLOR

COUNTY MAYOR - FAYETTE

## Submission

Please submit your project proposal, work plan, and evaluation plan to the County Health Department Director no later than \_\_\_\_\_ (time) on \_\_\_\_\_ (date).



**WORK PLAN –**

MAY/JUNE 2019: County takes receipt of funding

MAY/JUNE 2019: County disburses funding to municipalities

JULY – OCTOBER 2019: Municipalities begin purchasing and installation of materials and equipment

OCTOBER 2019 – FEBRUARY 2020: Sections are completed and opened to public use.

APRIL 2020: All improvements completed.

**EVALUATION PLAN**

Both municipalities plans on evaluating these improvements through two main methods:  
Behavioral observations to determine number of users, looking to ascertain the total number of users of each park section, along with In-person surveys to determine change in usage frequency.

ATTACHMENT 2  
GRANT BUDGET  
(BUDGET PAGE 1)

Fayette County				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning 6/1/2019, and ending 5/31/2020				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup> (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries <sup>2</sup>	\$0.00	\$0.00	\$0.00
2	Benefits & Taxes	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee/ Grant & Award <sup>2</sup>	\$0.00	\$0.00	\$0.00
5	Supplies	\$0.00	\$0.00	\$0.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings <sup>2</sup>	\$0.00	\$0.00	\$0.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals <sup>2</sup>	\$0.00	\$0.00	\$0.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$20,000.00	\$0.00	\$20,000.00
20	Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
22	Indirect Cost (% and method)	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	<b>GRAND TOTAL</b>	<b>\$20,000.00</b>	<b>\$0.00</b>	<b>\$20,000.00</b>

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A. (posted on the Internet at: <https://www.tn.gov/assets/entities/finance/attachments/policy3.pdf>).

<sup>2</sup> Applicable detail follows this page if line-item is funded.

ATTACHMENT 2 (continued)  
 GRANT BUDGET LINE-ITEM DETAIL  
 (BUDGET PAGE 2)

SALARIES							AMOUNT	
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)		X		X		4	(Longevity, if applicable)	\$0.00
ROUNDED TOTAL							\$0.00	

PROFESSIONAL FEE/ GRANT & AWARD	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	\$0.00
ROUNDED TOTAL	\$0.00

TRAVEL/ CONFERENCES & MEETINGS	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	\$0.00
ROUNDED TOTAL	\$0.00

INTEREST	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	\$0.00
ROUNDED TOTAL	\$0.00

SPECIFIC ASSISTANCE TO INDIVIDUALS	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	\$0.00
ROUNDED TOTAL	\$0.00

DEPRECIATION	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	\$0.00
ROUNDED TOTAL	\$0.00

OTHER NON-PERSONNEL	AMOUNT
Funds to execute the Healthy Built Environment Work Plan	\$20,000.00
ROUNDED TOTAL	\$20,000.00

CAPITAL PURCHASE	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	\$0.00
ROUNDED TOTAL	\$0.00

Chairman Taylor reviewed the resolution establishing the Audit Committee and its duties, and the review of the findings in the 2016-2017 audit. The audit contained no findings this year.

Commissioner Oglesby moved to accept the report from the Audit Committee. Commissioner Rice seconded the motion, which passed unanimously.

Commissioner Leggett moved to approve the following Cloud Services Agreement to make the Sheriff's Department E-mail services more secure. The motion was seconded by Commissioner Powers and passed unanimously.

**CLOUD SERVICE AGREEMENT**

THIS AGREEMENT (this "Agreement") made this 24th of day of May, 2019 (the Effective Date") is between CJIS SOLUTIONS, LLC, a New Jersey limited liability company having a mailing address of P.O. Box 1102, Little Falls, New Jersey ("Provider") and Fayette County Sheriff's Office, having an office at 705 Justice Drive, Somerville, TN, 38068 ("Customer").

In consideration of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties to this Agreement, the parties mutually covenant and agree as follows:

1. **Gender and Number.** Unless the context otherwise requires, words importing the singular include the plural and vice versa, and words importing gender include all genders.
2. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which will continue in full force and effect and be construed as if this Agreement had been executed without the invalid or unenforceable provision. It is the intention of the parties that this Agreement would have been executed without any reference to any provision that may, for any reason, be held to be invalid or unenforceable.
3. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Tennessee.
4. **Services.** Provider agrees to provide to Customer the cloud computer services as set forth in Exhibit A to this Agreement (all of which are collectively referred to as the "Services") during the Term (as defined below), as well as any other services which may be mutually agreed to in writing by Provider and Customer.
5. **Term.** Provider shall provide the Services from 1 June, 2019 until 31 July, 2020 and shall recur until cancelled (the "Term"). Customer shall have the right, in its sole and absolute discretion, to terminate this Agreement effective prior to the expiration of the Term by providing written notice to CJIS of its intent to terminate. Such termination will be effective no earlier than thirty (30) days after Provider's receipt of written notice of termination, unless Provider consents in writing to a shorter period.
6. **Invoicing and Payment.** Provider shall invoice Customer for the Services provided on an \_\_\_\_\_ basis, and in the amounts identified in Schedule 1 hereto, and all invoices rendered by Provider shall be payable within 30 days from the date of receipt by Customer. Provider shall have the right to cease providing Services hereunder, and terminate this Agreement, if Customer fails to make full payment on any invoice within 30 days after receipt thereof.
7. **Force Majeure.** Provider shall not be responsible for any failure or delay in the performance of delivery of any of the Services or otherwise performing its obligations under this Agreement if caused by an event or effect beyond its reasonable control including, without limiting the generality of the foregoing, relating to or resulting from weather conditions, fire, strike.

sabotage, riot, acts of terrorism, war, flood, earthquake, extraordinary breakdown, explosion, changes in or the enactment of laws or regulations, court order, act or lawful direction of any governmental body or agency, blockade, civil commotion or disobedience (whether lawful or unlawful) adversely affecting its business or operations.

8. **Data Ownership.** Customer retains full ownership of all text, numerical data, database records, files of any format, demographic information, search history, geo-location information, or any other data that law enforcement users or contractors provide to Provider or to which Provider otherwise gains access by operation of this Agreement (collectively, "**Law Enforcement Data**"). Upon expiration or termination of this Agreement or use of the Services, Customer may extract Law Enforcement Data (and if Customer cannot so extract, then Provider shall extract the Law Enforcement Data on Customer's behalf), and Provider will delete any Law Enforcement Data, in accordance with this agreement. Customer may extract at no additional charge however cost to Provider shall be the hourly rate of \$150.00 per hour should the Provider be requested to do so on Customer's behalf.

9. **CJIS Compliance.** This agreement incorporates by reference the requirements of the most current version of the Criminal Justice Information Services Security Policy (the "**Policy**") issued by the Federal Bureau of Investigation, Criminal Justice Information Services Division, as in force as of the date of this Agreement and as may, from time to time hereafter, be amended. Provider warrants that it has the technological capability to handle Criminal Justice Information, as that term is defined by the Policy, in the manner required by the Policy. Provider expressly acknowledges that the Policy places restrictions and limitations on the access to, use of, and dissemination of Criminal Justice Information and hereby warrants that its system abides by those restrictions and limitations. Customer shall ensure, and hereby warrants, that it and all persons it authorizes to access or use the Services or Law Enforcement Data will comply with the Policy, maintain the confidentiality and integrity of the Law Enforcement Data, and will not take any steps to access, interfere with, jeopardize the confidentiality or integrity of the Provider's services provided to any third party.

10. **Data Mining.**

- (a) For purposes of this Agreement, the phrase "data mining or other processing" means the capturing, maintaining, scanning, indexing, sharing with third parties, or any other form of data analysis or processing of Law Enforcement Data provided to Provider by Customer pursuant to this Agreement. "Data mining or other processing" includes, but is not limited to, permitting access by third parties to Law Enforcement Data to which Provider gains access as a direct result of related services provided by Provider which are not otherwise services covered by the terms of this Agreement.
- (b) For the purpose of this Agreement the phrase "unauthorized use of Law Enforcement Data" means the data mining or other processing of Law Enforcement Data for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose not explicitly authorized by Customer in this Agreement.

Provider: CJIS Solutions, LLC.  
P.O. Box 1102, Little Falls NJ 07424  
Email: Mike@CJISSolutions.com  
Fax: 551-226-6494  
Attention: Michael Coppola

Customer: Fayette County Sheriff's Office  
705 Justice Drive  
Somerville, TN 38068  
Email: briles@fayettecountysheriff.org  
Fax: (901) 466-3950  
Attention: Bobby Riles

Notices given by hand delivery or overnight delivery service shall be deemed given upon actual delivery. Notices given by email or fax shall be deemed given one day after it is transmitted. Each party may change its address for purposes of receiving notice hereunder by giving notice of such change of address to the other party in the manner provided for herein.

15. **Binding Effect.** This Agreement shall inure to the benefit of, and shall be binding upon, the parties and the successors or permitted assigns of each party.


16. **No Waiver.** A waiver by any party of any of its rights under this Agreement or the performance by any party of any obligation under this Agreement shall be without prejudice to all or any of the other rights of the party so waiving and shall not constitute a waiver of any such other right or, in any other instance, of the right so waived, or a waiver of the performance by the other party of any other obligations hereunder of the performance, in any other instance, of the obligations so waived.

17. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the provision by Provider of the Services to Customer. This Agreement may be amended only by a written instrument signed by each of the parties.

18. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set out above.

CJIS SOLUTIONS, LLC

By:   
Name: Michael Coppola

Title: President & Founder

Fayette County Sheriff's Office  
705 Justice Drive  
Somerville, TN 38068

By: \_\_\_\_\_  
Name: Rhea Taylor  
Title: Fayette County Mayor



Schedule 1

Services and Pricing

See related Estimates and/or Invoices.

Services and Pricing for Cloud Compute and Storage

Hosting compute:

\$25 per processing core / Per month

\$0.50 per gigabyte of memory "RAM" / Per month

\$0.10 per gigabyte of server storage (SSD) / Per month

\$6.00 per Windows Server license (Per core – Standard Edition)

All other licenses at fair market value (Microsoft, RedHat, etc).

Hosting storage:

\$0.04 per gigabyte between 000 gigabytes stored and 50,000 gigabytes / Per month

\$0.035 per gigabyte between 50,001 gigabytes stored and 100,000 gigabytes / Per month

\$0.03 per gigabyte for any gigabytes stored over 100,000 gigabytes / Per month

Archive Hosting Storage "Cold Storage":

\$0.015 per gigabyte between 000 gigabytes stored and 50,000 gigabytes / Per month

\$0.012 per gigabyte between 50,001 gigabytes stored and 100,000 gigabytes / Per month

\$0.01 per gigabyte for any gigabytes stored over 100,000 gigabytes / Per month

Data bandwidth:

CJIS Solutions includes 10 megabits per second bandwidth with no added rates as to amount of data transferred (ie: charges for uploaded or downloaded data or I/O rates).

Rate schedule above 10 megabytes per second / Per Month rates:

11-20 Megabits per second \$5.00 per added megabit

21-40 Megabits per second \$4.75 per added megabit

41-75 Megabits per second \$4.50 per added megabit

76-100 Megabits per second \$4.25 per added megabit

101-1000 megabits per second \$4.00 per added megabit

Gigabit connections are rated at \$4,000 per month per gigabit

All rates are unmetered and no additional transfer or I/O fees would apply.

Additional Public IP addresses above the 1 included are at \$4 per IP per month.

Included services:

Segregated VLAN

All o/s and stored data encrypted at rest via FIPS 140-2

Firewall and network support included

VPN access and support included.

CJIS Security Addendum

Management Control Agreement

Daily Server O/S Images (where applicable)

Full use of Remote Monitoring and Management Portal and applications

Antivirus included upon request

24x7 Mission Critical support

8x7 Non-Mission Critical support

Consulting services

NOTE: Unless managed services are requested, Customer is responsible for any and all support where a login to the operating system is required.

## Schedule 2

### Service Level Agreement

**Service Level Agreement** – CJIS Solutions provides support services via 855.955.CJIS (2547) Option 2 or a help desk and ticket system found at [www.CJISSolutions.com](http://www.CJISSolutions.com). Support is available 24 hours a day, 7 days a week, 365 days a year with no blackout dates or times. Response times are as follows:

**Mission Critical, Service Impacting event.** Defined as support for any technical support issue where efficient and reliable operations required for essential public safety operations are effected or lost. This response time is no more than 2 hours from time of notification acknowledged by CJIS Solutions.

**Mission Critical, Non-Service Impacting event.** Defined as support for any technical support issue where operations required for essential public safety operations are effected however there is no loss or degradation in service. No more than 4 hours from time of notification acknowledged by CJIS Solutions.

**Non-Mission Critical, Service Impacting event.** Defined as support for any technical support issue where efficient and reliable operations not required for essential public safety operations are effected or lost. No more than 4 hours from time of notification acknowledged by CJIS Solutions.

**Non-Mission Critical, Non-Service Impacting event.** Defined as support for any technical support issue where operations not required for essential public safety operations are effected however there is no loss or degradation in service. No more than 4 hours from time of notification acknowledged by CJIS Solutions.

**Data Backup:** CJIS Solutions includes Daily server image backups that are retained for a maximum of 1 month of server operating systems hosted by CJIS Solutions. File, folder, and database level backups as well as multi-hour images beyond the daily image that is included are additional.

#### Guarantee

CJIS Solutions guarantees that all of our hosted services will be available 99.9% of the time in a given billing cycle. If we fail to meet this guarantee, you will be eligible to receive a credit to your account. Credits will only be given for downtime which was verified to be caused by an issue on the CJIS Solutions side of service and not the end users.

#### Downtime

Downtime means:

**A:** The CJIS Solutions hosted service returns a server error response to a valid user request during two or more consecutive 90 second intervals.

**B:** Any data stored on the CJIS Solutions environment becomes inaccessible  
Note that any downtime due to scheduled maintenance is excluded from these conditions and does not contribute towards downtime calculations.

### Credits

You will be eligible for a credit if we fail to meet the above stated guarantee. Credits will be calculated as a percentage of your last billed fee for the effected service, or at your option, your fee for the current billing cycle divided by 12 months. Therefore, the percentages below represent a percentage of one (1) month of service absent the type of billing cycle you are on. Credits will be applied at the end of your current billing cycle. Credits will be based on the duration of the downtime that exceeds the 99.9% guarantee as follows:

100% – 99.9%	0%
99.89% – 99.0%	10%
98.99% – 98.0%	20%
97.99% – 97.0%	30%
97.99% – 97.0%	40%
96.99% – 96.0%	50%
Less than 96.99%	100%

### Credit Limitations

You are not entitled to a credit if you are in breach of any portion of the CJIS Policy or any said agreement with CJIS Solutions. Furthermore, you are not entitled to any credit should it be determined that the loss of service was outside the CJIS Solutions hosted environment.

To receive a credit, you must contact CJIS Solutions within thirty (30) days following the end of the downtime. You must show that your service was adversely affected in some way as a result of the downtime to be eligible for the credit.

This Service Level Guarantee is your sole and exclusive remedy for any downtime.

Notwithstanding anything in this Service Level Guarantee to the contrary, the maximum total credit for the billing period, including all guaranties, shall not exceed 100% of one (1) month of your fee for that billing period. Credits will not be carried forward to future billing periods.

Commissioner Powers moved to approve allowing the Budget Committee the power to make adjustments to the budget and to put something in the paper regarding the changes to the budget. The motion was seconded by Commissioner Oglesby and passed unanimously.

The full Commission will meet again on Tuesday, June 4, 2019, to discuss the budget.

With no further business before the Board the meeting was adjourned.

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Rhea Taylor, County Mayor

ATTEST:

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Sue W. Culver, County Clerk

