

FAYETTE COUNTY LEGISLATIVE BODY
March 28, 2023

BE IT REMEMBERED that the Fayette County Legislative Body met in regular session on March 28, 2023, at the Bill G. Kelley Justice Complex in Somerville, Tennessee. Present and presiding was the County Mayor, Rhea Taylor. Also, present and presiding was the Sheriff, James R. “Bobby” Riles, Shana N. Burch, Fayette County Clerk, and the following County Commissioner’s: Terry Canady, David Crislip, Tim Goodroe, Steve Laskoski, Terry Leggett, Win Moore, Jim Norton, Claude Oglesby, Tommy Perkins, Mike Reeves, Steve Reeves, Elizabeth Rice, Betty Salmon, Ray Seals, Robert Sills, Larry Watkins, David Webb, and Adrian Wiggins. Commissioner Matt Rhea was absent.

A quorum was declared with eighteen (18) Commissioner’s present and one (1) Commissioner absent.

Commissioner Terry Leggett gave the invocation.

The floor was open for non – agenda items. With no one coming forward, the floor was closed.

Next on the agenda was the approval of the February 28, 2023, minutes. Commissioner Webb asked that on page 62 in the packet, page 852 in the minutes, be corrected to joint committee, and on page 118 in the packet under archives his name be corrected. Commissioner Crislip asked that on page 79 in the packet, page 866 in the minutes, be corrected to “they” and not “the”. With the corrections being made Commissioner Leggett made the motion for approval. The motion was seconded by Commissioner Perkins and passed unanimously.

The chairman asked to move to resolutions of memorials, sympathy, and commendations of the Harris Armour Bridge Naming Resolution, this resolution had been approved by the Development Committee and presented by Commissioner Perkins. Commissioner Perkins introduced Dinah Armour and her son Matthew Armour to the board. Commissioner Perkins noted all of the accomplishments that Mr. Armour made in and for the county, he introduced the resolution to the board. Commissioner Perkins made the motion for approval. The motion was seconded by Commissioner Steve Reeves and passed unanimously.

RESOLUTION
To Name the Harris A. Armour Bridge

WHEREAS, Harris A. Armour was a lifelong active and influential farmer of Fayette County; and

WHEREAS, Harris A. Armour served the Fayette County Soil Conservation Board of Supervisors as Chairman, held many positions with the Tennessee Association of Conservation Districts, President of TACD and as National Association of Conservation District Board Member; and

WHEREAS, Harris A. Armour served as Chairman of the Fayette County Farm Bureau, National Cotton Council, Cotton Incorporated, Chairman of the Fayette County Regional Planning Commission, Hardeman-Fayette Farmers Co-op Board and Chairman Board of Directors Fayette Academy; and

WHEREAS, having received a petition by the citizens of District 2 to bestow the honor of naming a bridge in his memory, which is a common and fitting practice in honor of our most illustrious citizens.

NOW THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Fayette County Tennessee, meeting in regular session on this 28th day of March, 2023, that the County of Fayette name the bridge located on Armour Drive east of the intersection with Rehobeth Road over King's Creek the "**HARRIS A. ARMOUR BRIDGE**"

Adopted this 28th day of March, 2023.

APPROVED: _____
Rhea Taylor, Fayette County Mayor

ATTEST: _____
Shana N. Burch, Fayette County Clerk

Commissioner Laskoski made the motion to approve the following as notaries: Kelly Moore Arwood, Timothy A. Arwood, Patricia C. Burnette, Evelyn Bussenger, Connie L. Broadnax, Pam D. Clift, Jerriann Cooley, Rebecca J. Green, Clint Haley, Alongee M. Hilliard, ReAnna Holt, Ann K. Johnson, Wallace Lock, Shirley M. Scheibe, Brenda M. Tate, Mary C. Truitt, JoAnn Wiles, Pamela R. Wilson, and Allison Young. The motion was seconded by Commissioner Watkins and passed unanimously.

Next on the agenda was the approval of Danny Dowdy to the Fayette County Board of Zoning Appeals. Commissioner Oglesby made the motion for approval. The motion was seconded by Commissioner Watkins and passed unanimously.

March 10, 2023

Fayette County Board of Zoning Appeals Board Member

Nominee

Danny Dowdy

900 Railroad Drive

Somerville, TN

Work History

- Residential construction since mid-'70's
 - Self employed and with Dowdy Construction

Next on the agenda was the approval of Alexander C. Jones as the Veterans Service Officer. Commissioner Leggett made the motion of approval. The motion was seconded by Commissioner Goodroe and passed unanimously.

ALEXANDER C. JONES

Summary of Qualifications

Dedicated and compassionate professional with, comprehensive expertise in all aspects of administration and customer service. I have the exceptional ability to cultivate a comfortable environment for families by providing information, resources and consistent superior care with a personal touch. I have a proven record of effectively identifying and responding to client needs through exemplary communication. I have a proven record of displaying diligence in all endeavors with attention to detail for optimal results.

Core Strengths & Skills

Leadership	Family Support & Education	Records Management
Inventory Management	Staff Training & Management	Client Services
Operations Management	Problem Resolution	Empathetic Communicator

Education Summary

Lane College - Completed 11-2019
Bachelor Degree Secondary Education

Jackson State Community College - 2008-2010
Secondary Education

Military Education

Training - Advance personnel and Administration Course (1999) Advance Instruction on Personnel and Administration

Training - Senior Clerk Course (1999) Mid-Advance Instruction on Personnel and Administration

Training - Administrative Clerk Course (1988) Basic Introduction to Personnel and Administration

Training - Basic Typing and Personnel Course (1988) Basic Typing

Professional Summary

County Veterans Service Officer
Madison County, Tennessee

(7/1/2017 – 7-31-2019)

- Administer forms for veterans and family members seeking benefits from the Veterans Administration.
- This consists of submitting claims for service-connected disabilities and or non-service connected pension.
- Worked within different organizations to assist the veterans either with social security, local prisons, hospitals, nursing home and home care programs.
- Evaluated Veterans Administration decisions and determined if further action were needed.
- Reads and interprets appropriate laws and regulations in the Code of Federal Regulations 38 and the Tennessee Code Annotated.

County Veterans Service Officer
Tipton County, Tennessee

(8/10/2015 – 11/1/2016)

- Administer forms for veterans and family members seeking benefits from the Veterans Administration.
- This consists of submitting claims for service-connected disabilities and or non-service connected pension.
- Worked within different organizations to assist the veterans either with social security, local prisons, hospitals, nursing home and home care programs.
- Evaluated Veterans Administration decisions and determined if further action were needed.
- Reads and interprets appropriate laws and regulations in the Code of Federal Regulations 38 and the Tennessee Code Annotated.

County Veterans Service Officer
Haywood County, Tennessee

(7/2/2014 - Present)

- Administer forms for veterans and family members seeking benefits from the Veterans Administration.
- This consists of submitting claims for service-connected disabilities and or non-service connected pension.
- Worked within different organizations to assist the veterans either with social security, local prisons, hospitals, nursing home and home care programs.

- Reads, completes, and understands agency reports, as directed.
- Assists claimants/individuals in obtaining all benefits that they are entitled to under state and federal law and,

Veterans Benefits Representative
 Tennessee Department of Veteran Services
 State of Tennessee - Jackson Tennessee
 State of Tennessee - Dyersburg, Tennessee

(7/2/2010 - 8/1/2014)
 (11/01/2007 - 7/1/2010)

- Evaluated Veterans Administration decisions and determined if further action were needed.
- Reads and interprets appropriate laws and regulations in the Code of Federal Regulations 38 and the Tennessee Code Annotated.
- Reads and understands documents such as DD214s, medical records, personnel files and other relevant documents.
- Obtains and compiles all relevant information in accordance with applicable Code of Federal Regulations 38 or as directed by the competent authority into a complete and accurate claims package prior to submission for adjudication.
- Advises the claimant of available options under the appropriate laws and regulations in accordance with the Code of Federal Regulations 38 and the Tennessee Code Annotated.
- Reads, evaluates, and interprets correspondence/communication received from the Veterans Administration or competent authority and recommends appropriate action(s), as needed.
- Processes and interprets Veterans Administration decisions and determinations the claimant receives.
- Provided training to veterans groups and other outside agencies; e.g. nursing homes and assisted living facilities under the direction of the training officer/supervisor.
- Reads, completes, and understands agency reports, as directed.
- Assists claimants/individuals in obtaining all benefits that they are entitled to under state and federal law and,
- Provides guidance to available services from other local, state and federal agencies.
- Communicates effectively with state and federal agencies to gather and/or provide information.
- Practices efficient, accountable processes through established inventory controls as directed by supervisor to be a responsible steward of state resources.

- Performs day-to-day administrative functions including time, attendance, and travel.
- Administer forms for veterans and family members seeking benefits from the Veterans Administration.
- This consists of submitting claims for service-connected disabilities and or non-service connected pension.
- Worked within different organizations to assist the veterans either with social security, local prisons, hospitals, nursing home and home care programs.

United States Marine Corps

(08/10/1987 - 08/31/2007)

Retired at Camp Lejeune North Carolina.

Senior Executive Administrative Assistant to the director.

- Responsible for daily administrative, office, and staff operations.
- Strive to assure an uninterrupted tempo and completion of tasks encompassing: paperwork, filing, inbound and outbound correspondence, drafting/publishing, and supervising the maintenance and distribution of directives and correspondence.
- Scan or read incoming materials in order to determine how and where they should be classified or filed.
- Planned and executed successful steps to improve organizational client service.
- Provided exceptional customer service in a large, dynamic organization.
- Effectively handled formal and informal queries and complaints.
- Gather materials to be filed from departments and employees.
- Responsible for the supervision and management of 25 personnel.
- Evaluate internal controls and service records at administrative units and finance offices.
- Provide classroom instructions to Marines regarding administrative of pay and allowances.
- Prepare reports which details findings and recommendations from formal analysis along with assist training visits.
- Plan, organize and coordinate analyses and training visits to active and reserve component units.

Tenn. Code Ann. § 58-3-111

Current through the 2022 Regular Session.

58-3-111. Director of local service office.

(a) A veterans' service officer shall be chosen by the governing body or bodies of the political subdivision or subdivisions creating the veterans' service office by which the officer is to be employed.

(b) If a veterans' service office is created by contract between two (2) or more political subdivisions, the veterans' service officer shall be approved by the governing body of each subdivision participating in the establishment of the office. If the political subdivisions are unable to agree upon a veterans' service officer, then the officer shall be chosen by the commissioner of veterans services from among the candidates proposed by the political subdivisions.

(c) All veterans' service officers shall be honorably discharged veterans of the United States armed forces. Veterans' service officers shall have the authority to administer oaths and to take acknowledgments related to any matter falling within the scope of authority of their office, including the presentation of claims and other functions incident to obtaining benefits for discharged veterans. No veteran or dependent of a veteran shall be charged any fee for services rendered by a veterans' service officer.

(d) All veterans' service officers shall successfully complete training and be issued accreditation by the department of veterans services within one (1) year from the date of appointment. Any veterans' service officer who does not complete the required training and receive accreditation within one (1) year of appointment shall be removed from office by the governing body or bodies of the political subdivisions creating the veterans' service office by which the officer is employed.

History

Acts 1945, ch. 38, § 3; C. Supp. 1950, § 1012.17 (Williams, § 1012.20); impl. am. Acts 1959, ch. 9, § 6; impl. am. Acts 1975, ch. 249, §§ 2, 3; T.C.A. (orig. ed.), § 7-101(3); Acts 1991, ch. 21, § 1; 2004, ch. 664, § 5; 2015, ch. 24, § 7.

From: haywoodtrcso@yahoo.com
To: Rhea Taylor
Subject: VA FOLLOW-UP
Date: Friday, February 24, 2023 5:41:54 PM
Attachments: ALEXANDER JONES RESUME JUNE 2023.doc

Good Evening Sir,

The most important part was that you wanted to make sure someone who could do the job as a veterans service officer would be there on a regular basis.

Due to me having a part time job, I could do 20 hours a week in Fayette County. I suggested to do two 10 hour days (Monday and Tuesday). Since I live in Jackson, that way I don't have to make the drive after work all the way back home from Somerville, at the end of the week.

I did 20 years in the Marine Corps retired from there in 2007, and I've been working a Veterans Service Officer since November 2007.

Copy of my resume is attached to this e-mail.

Have a great weekend.

I work Monday-Tuesday (0800-1600) and Wednesday (0800-Noon).

Sincerely,

Alexander C. Jones
731-772-1440

On Thursday, February 23, 2023 at 10:45:11 PM CST, Rhea Taylor <rtaylor@fayettecn.us> wrote:

Mr. Jones,
Thanks for the update. I have some meetings Monday and Tuesday that I'm going to try and move forward with this. Can you send me a summary of our meeting plus your resume?
Thank you.

Rhea "Skip" Taylor
Fayette County Mayor
Office - (901) 465-5202

On Feb 18, 2023 2:45 AM, haywoodtrcso@yahoo.com wrote:

Good Morning Sir,
Thank you again for meeting with me. Based off our conversation I can tell that

you care for your veterans and their family members. Plus the Fire Chief made a very good impression on how the county cares also. I'm excited about coming over to assist Fayette County.

I got a chance to talk to Mr. Wright and I will be meeting with him on Wednesday to get an feel to what he has in the works and try to create a smooth transition.

Then while your doing what you have to do, I'll volunteer a few hours a week to keep the place going. To get used to the office I will cover 4 hours a day Monday/Tuesday starting 27 Feb 2023. That way I don't get to far behind in Haywood County.

Thank you again for your time and your dedication to all Veterans and their family members.

Sincerely,

Alexander C. Jones
731-772-1440

The chairman stated that the financial reports were included in the packet and to address the appropriate official with any questions.

February 2023

Cash on Hand	\$ 500.00
Cash in Banks	\$ 20,364,165.43
Investments	\$ 33,822,787.97
	<u>\$ 54,187,453.40</u>



	Cash Balance (Not Fund Balance)
101 - General Fund	\$ 18,846,783.24
116 - Solid Waste Fund	\$ 1,681,279.21
122 - Drug Control Fund	\$ 364,988.43
125 - AFT Fund	\$ 1,719,694.40
131 - Public Works Fund	\$ 5,021,330.99
141 - General Purpose School Fund	\$ 11,504,494.62
142 - School Federal Projects Fund	\$ 342,130.09
143 - Central Cafeteria Fund	\$ 824,261.51
151 - Debt Service Fund	\$ 2,732,805.47
171 - Capital Projects Fund	\$ 6,723,561.88
172 - Community Development Fund	\$ 20.00
175 - HUD Grant Projects Fund	\$ 0.94
180 - Other Capital Projects Fund	\$ 3,994,801.50
189 - Other Capital Projects Fund	\$ 135,792.66

Interest Earned						
	PY MTD	PY ROI	PYTD	MTD	ROI	Fiscal YTD
Jul	\$9,082.35	0.0282%	\$ 9,082.35	\$11,211.37	0.0239%	\$ 11,211.37
Aug	\$8,315.51	0.0218%	\$ 17,397.86	\$11,937.77	0.0262%	\$ 23,149.14
Sep	\$8,023.42	0.0211%	\$ 25,421.28	\$18,039.59	0.0334%	\$ 41,188.73
Oct	\$8,332.50	0.0219%	\$ 33,753.78	\$30,272.65	0.0534%	\$ 71,461.38
Nov	\$8,056.86	0.0209%	\$ 41,810.64	\$34,023.47	0.0589%	\$ 105,484.85
Dec	\$8,816.21	0.0199%	\$ 50,626.85	\$52,471.08	0.0747%	\$ 157,955.93
Jan	\$9,121.03	0.0211%	\$ 59,747.88	\$65,426.38	0.0875%	\$ 223,382.31
Feb	\$8,085.00	0.0179%	\$ 67,832.88	\$59,903.44	0.0798%	\$ 283,285.75
Mar	\$8,736.45	0.0181%	\$ 76,569.33			\$ 283,285.75
Apr	\$8,931.80	0.0192%	\$ 85,501.13			\$ 283,285.75
May	\$8,839.80	0.0182%	\$ 94,340.93			\$ 283,285.75
Jun	\$8,972.37	0.0193%	\$ 103,313.30			\$ 283,285.75

Interest Earned



\$400,000.00
\$300,000.00
\$200,000.00
\$100,000.00
\$

141 General Purpose School

Account	Description	Year-To-Date			Month-To-Date			% of Avg
		Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Actual	% of Avg	
Revenues								
40110	Current Property Tax	4,216,195.00	(3,984,502.54)	94.72%	350,532.92	(1,053,562.05)	308.58%	
40120	Treasury's Collections - Prior Year	115,000.00	(48,597.28)	42.26%	9,583.33	(6,636.95)	69.26%	
40130	City Clerk/Chk. & Master Collections-Pt Yr	91,000.00	(27,257.13)	29.95%	7,583.33	(1,662.02)	21.92%	
40140	Interest And Penalty	24,000.00	(6,120.52)	25.50%	2,000.00	(1,449.62)	57.48%	
40150	Pick-Up Taxes	0.00	(3,481.38)	0.00%	0.00	(1,111.30)	0.00%	
40162	Payments In Lieu Of Taxes Local	3,500.00	(10,354.37)	295.84%	291.67	0.00	0.00%	
40163	Payments In Lieu Of Taxes - Other	27,000.00	(35,138.71)	130.34%	2,250.00	(28,926.55)	1,285.62%	
40210	Local Option Sales Tax	6,109,860.00	(4,139,794.57)	72.67%	509,155.00	(748,181.47)	146.95%	
40275	Mixed Drink Tax	8,000.00	(11,207.25)	141.34%	666.67	(2,031.50)	304.73%	
40350	Interstate Telecommunications Tax	2,000.00	0.00	0.00%	-66.67	0.00	0.00%	
41110	Marriage Licenses	2,750.00	(7,217.30)	80.45%	229.17	(162.00)	70.68%	
43990	Other Charges For Services	0.00	(3,824.65)	0.00%	0.00	(3,810.00)	0.00%	
44120	Lease/Rentals	12,000.00	(6,990.00)	74.92%	1,000.00	(1,190.00)	119.00%	
44145	Sale Of Recycled Materials	0.00	(1,500.00)	0.00%	0.00	0.00	0.00%	
44570	Miscellaneous Refunds	0.00	(24,990.82)	0.00%	0.00	(3,917.46)	0.00%	
44590	Contributions & Gifts	0.00	(8,075.00)	0.00%	0.00	(1,000.00)	0.00%	
44990	Other Local Revenues	0.00	0.00	0.00%	0.00	0.00	0.00%	
46511	Basic Education Program	15,052.00	(137.00)	0.91%	1,254.13	0.00	0.00%	
46515	Other Local Revenues	17,138,000.00	(12,120,464.35)	70.72%	1,428,166.67	(1,734,094.06)	121.42%	
46590	Early Childhood Education	656,547.54	(381,873.80)	58.16%	54,712.30	(47,335.73)	86.52%	
46610	Other State Education Funds	776,065.01	(496,392.00)	63.95%	64,672.09	(170,081.48)	262.99%	
46981	Career Ladder Program	47,673.00	(20,718.32)	43.46%	3,972.75	0.00	0.00%	
47990	Safe Schools - ARPA	92,320.14	0.00	0.00%	7,693.35	0.00	0.00%	
48700	Other Direct Federal Revenue	499,000.00	0.00	0.00%	41,583.33	0.00	0.00%	
49800	Insurance Recovery	0.00	(33,438.42)	0.00%	0.00	0.00	0.00%	
	Transfers In	405,816.00	(38,150.53)	9.40%	33,816.00	0.00	0.00%	
Total Revenues		30,231,978.69	(21,707,320.74)	71.80%	2,519,331.56	(3,804,852.18)	151.03%	
Expenditures								
71100	Regular Instruction Program	(12,642,460.00)	7,246,391.68	57.33%	(1,053,538.33)	673,462.23	63.97%	
71200	Special Education Program	(2,440,789.00)	1,474,513.54	59.36%	(203,399.08)	193,741.74	95.25%	
71300	Career and Technical Education	(700,181.00)	402,500.95	57.49%	(98,148.42)	104,189.99	178.57%	
72110	Attendance	(226,945.00)	87,275.90	38.47%	(18,903.75)	8,531.11	45.13%	
72120	Health Services	(444,949.00)	248,392.76	55.84%	(37,070.75)	31,253.47	84.31%	
72130	Other Student Support	(2,496,193.63)	1,044,370.65	41.84%	(208,016.14)	108,584.02	52.20%	
72210	Regular Instruction Program	(886,008.00)	480,624.38	55.50%	(72,167.33)	64,500.41	89.38%	
72220	Special Education Program	(293,795.00)	152,778.90	52.01%	(24,482.92)	19,321.39	78.96%	
72230	Career and Technical Education	(230,251.07)	118,021.51	53.58%	(18,354.26)	19,936.96	108.62%	

Template Name: LGC Summary
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Fayette County Board of Education
 Summary Financial Statement
 February 2023

User: Valerie Hayes
 Date/Time: 3/10/2023 12:25 PM
 Page 2 of 2

Account	Description	Year-To-Date			Month-To-Date		
		Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Actual	% of Avg
141	General Purpose School						
72250	Education of Technology	(514,875.00)	369,794.56	71.62%	(42,906.25)	30,543.02	71.19%
72310	Board Of Education	(787,807.00)	491,596.47	62.40%	(65,650.58)	51,455.44	78.38%
72320	Director Of Schools	(440,100.00)	277,141.86	62.97%	(36,675.00)	32,036.87	87.35%
72410	Office Of The Principal	(3,916,724.00)	1,129,185.90	58.91%	(159,722.00)	156,056.94	97.70%
72510	Fiscal Services	(358,136.00)	247,322.93	69.06%	(29,844.67)	33,671.81	112.62%
72520	Human Services/Personnel	(192,611.00)	131,785.48	68.42%	(16,050.92)	17,382.54	108.30%
72610	Operation Of Plant	(1,998,802.00)	1,758,764.97	87.99%	(166,566.83)	178,136.42	106.95%
72620	Maintenance Of Plant	(762,804.00)	486,132.11	63.72%	(63,575.33)	10,560.43	16.61%
72710	Transportation	(2,679,788.00)	1,699,929.27	63.44%	(223,315.67)	185,407.67	83.02%
73300	Community Services	(514,344.94)	277,931.70	54.04%	(42,862.08)	51,282.55	119.65%
73400	Early Childhood Education	(1,143,935.94)	648,278.43	56.67%	(95,327.96)	90,458.48	94.89%
76100	Regular Capital Outlay	(700,000.00)	164,389.11	23.48%	(58,333.33)	(900.00)	-1.54%
82130	Education	(250,000.00)	250,000.00	100.00%	(20,833.33)	250,000.00	1,200.00%
82230	Education	(70,860.00)	70,860.00	100.00%	(5,905.00)	35,430.00	600.00%
99100	Transfers Out	(16,000.00)	0.00	0.00%	(1,333.33)	0.00	0.00%
Total	Expenditures	(32,678,259.18)	19,209,973.06	58.79%	(2,723,188.27)	2,345,057.51	86.11%
Total	141	(2,446,280.49)	(2,497,347.68)	-102.09%	(203,856.71)	(1,459,794.67)	-716.09%

Account	Description	Year-To-Date			Month-To-Date			% of Avg
		Budget Estimate	Actual	% of Budget	Estimate Avg/Mth	Actual		
Revenues								
44170	Miscellaneous Refunds	0.00	0.00	0.00%	0.00	0.00	0.00%	0.00%
47131	Vocational Program Improvement	95,977.20	(75,109.70)	76.26%	7,996.10	(12,734.50)	159.22%	159.22%
47141	Esea Title I	1,755,729.98	(909,473.28)	51.83%	146,227.50	(91,631.51)	62.66%	62.66%
47143	Education Of The Handicapped Act	3,185,756.40	(709,587.24)	59.89%	591,729.70	(1,06,870.67)	156.79%	156.79%
47145	Special Education Preschool Grants	61,602.00	(12,464.87)	20.23%	5,133.50	(3,614.03)	70.40%	70.40%
47146	English Language Acquisition Grants	16,173.43	(9,766.85)	60.39%	1,347.79	(2,833.23)	210.21%	210.21%
47148	Rural Education	1,479.68	(1,479.68)	100.00%	123.31	0.00	0.00%	0.00%
47149	Education For Homeless Children And Title II	76,031.21	0.00	0.00%	2,169.43	0.00	0.00%	0.00%
47201	COVID-19 Grant #1	307,861.67	(96,717.26)	32.13%	25,048.47	(4,445.63)	17.72%	17.72%
47307	COVID-19 Grant B	0.00	0.00	0.00%	0.00	0.00	0.00%	0.00%
47309	COVID-19 Grant D	1,543,359.16	(363,236.67)	23.53%	128,613.26	(67,938.97)	52.82%	52.82%
47310	COVID-19 Grant E	80,000.00	0.00	0.00%	6,666.67	0.00	0.00%	0.00%
47401	American Rescue Plan Act Grant #1	12,231.00	0.00	0.00%	1,019.25	0.00	0.00%	0.00%
47402	American Rescue Plan Act Grant #2	5,287,409.00	(956,588.71)	18.09%	440,617.42	(108,862.30)	94.71%	94.71%
47403	American Rescue Plan Act Grant #3	170,175.10	(102,195.96)	60.05%	34,181.26	(6,644.65)	46.86%	46.86%
47404	American Rescue Plan Act Grant #4	13,088.36	(6,321.20)	48.38%	1,254.86	0.00	0.00%	0.00%
47500	Other Federal Through State	75,961.92	0.00	0.00%	6,290.99	0.00	0.00%	0.00%
47901	American Rescue Plan Act Grant #5	1,372,917.12	(283,669.19)	20.66%	114,409.76	(51,500.98)	45.01%	45.01%
49800	Transfers In	1,370,624.00	0.00	0.00%	114,235.33	0.00	0.00%	0.00%
Total Revenues		13,369,279.23	(3,526,820.57)	26.38%	1,114,106.60	(499,076.64)	44.30%	44.30%
Expenditures								
71100	Regular Instruction Program	(4,607,029.08)	2,106,341.03	45.72%	(383,919.09)	946,946.68	246.65%	246.65%
71200	Special Education Program	(1,081,986.28)	768,431.71	71.02%	(90,166.52)	100,135.27	111.06%	111.06%
71300	Career and Technical Education	(334,974.06)	108,378.61	32.35%	(27,914.51)	14,825.51	53.11%	53.11%
72120	Health Services	(487,303.15)	106,408.13	21.83%	(41,441.93)	21,606.48	52.14%	52.14%
72130	Other Student Support	(902,421.71)	289,230.74	32.04%	(66,868.48)	31,178.04	46.63%	46.63%
72210	Regular Instruction Program	(2,532,379.56)	961,929.77	37.99%	(211,091.21)	111,288.30	52.74%	52.74%
72220	Special Education Program	(434,256.58)	201,547.55	46.41%	(36,188.05)	27,848.45	76.95%	76.95%
72230	Career and Technical Education	(12,527.36)	4,226.94	33.74%	(1,043.95)	809.84	77.57%	77.57%
72250	Education Of Technology	(703,804.00)	421,930.64	59.93%	(58,652.00)	298,120.64	508.29%	508.29%
72320	Director Of Schools	(3,338.91)	0.00	0.00%	(278.24)	0.00	0.00%	0.00%
72410	Office Of The Principal	(102,603.00)	0.00	0.00%	(8,550.25)	0.00	0.00%	0.00%
72510	Fiscal Services	0.00	0.00	0.00%	0.00	0.00	0.00%	0.00%
72610	Operation Of Plant	(87,241.00)	29,025.23	33.27%	(7,270.68)	15,466.84	212.75%	212.75%
72620	Maintenance Of Plant	(1,219.00)	0.00	0.00%	(101.58)	0.00	0.00%	0.00%
72710	Transportation	(479,908.00)	253,202.88	52.76%	(39,992.33)	15,618.89	39.53%	39.53%

Fayette County Board of Education
Summary Financial Statement
February 2023

Template Name: LGC Summary
Created by: LGC

142	School Federal Projects	Account	Description	Year-To-Date		Month-To-Date		% of Avg
				Budget Estimate	Actual	Estimate Avg/Mth	Actual	
73100			Food Service	(43,390.00)	0.00	(3,615.83)	0.00	0.00%
73300			Community Services	(699.23)	0.00	(58.27)	0.00	0.00%
73400			Early Childhood Education	(35,000.00)	0.00	(2,916.67)	0.00	0.00%
76100			Regular Capital Outlay	(1,041,069.71)	95,623.88	(86,755.81)	864.50	1.00%
99100			Transfers Out	(567,303.58)	1,436.80	(47,275.30)	0.00	0.00%
Total	142		Total Expenditures	(13,368,469.23)	5,347,714.11	(1,114,039.10)	1,584,909.44	142.27%
			School Federal Projects	810.00	1,820,893.54	67.50	1,085,832.60	-

Template Name: LGC Summary
Created by: LGC

Fayette County Board of Education
Summary Financial Statement
February 2023

User: Valarie Hayes
Date/Time: 3/10/2023 12:27 PM
Page 1 of 1

Account	Description	Year-To-Date		Month-To-Date		% of Avg
		Budget Estimate	Actual	Estimate Avg/Mth	Actual	
143	Central Cafeteria					
Revenues						
43522	Lunch Payments - Adults	13,450.00	(5,506.30)	1,120.83	(873.65)	77.95%
43523	Income From Breakfast	2,400.00	(19.25)	200.00	(11.00)	5.50%
43990	Other Charges For Services	160,000.00	(40,514.99)	13,333.33	(16,666.75)	125.00%
44110	Interest Earned	1,850.00	0.00	154.17	0.00	0.00%
46520	School Food Service	19,000.00	(14,242.55)	1,583.33	(14,242.55)	899.53%
47111	Section 4 - Lunch	1,600,395.00	(822,469.68)	133,366.25	(149,043.46)	111.76%
47112	USDA - Commodities	182,446.00	0.00	15,203.83	0.00	0.00%
47113	Breakfast	725,650.00	(341,451.55)	60,470.83	(60,145.21)	99.46%
47114	USDA - Other	326,500.00	(125,679.72)	27,208.33	(5,038.20)	18.52%
49800	Transfers In	0.00	0.00	0.00	0.00	0.00%
	Total Revenues	3,031,691.00	(1,349,884.04)	252,640.92	(246,020.84)	97.38%
Expenditures						
73100	Food Service	(2,866,191.00)	1,594,981.93	(238,849.25)	168,726.14	70.64%
99100	Transfers Out	(165,500.00)	0.00	(13,791.67)	0.00	0.00%
	Total Expenditures	(3,031,691.00)	1,594,981.93	(252,640.92)	168,726.14	66.78%
Total 143	Central Cafeteria	0.00	245,097.89	0.00	(77,294.70)	0.00%

There were no new reports for the mayor's office, sheriff's department, board of education, juvenile court, board of public works, or the planning and development. Charles McNabb reported for the trustee's office on tax collections for the year.

Commissioner Robert Sills reported for the Development Committee which met on March 13, 2023. The committee discussed the Harris Armour Bridge Resolution, board of zoning appeals board nominee, airport office renovation, and the courthouse renovations. Commissioner Robert Sills made the motion to approve the airport renovations. The motion was seconded by Commissioner Perkins and passed unanimously.

DEVELOPMENT COMMITTEE

Minutes

March 13, 2023

Present

Moore Laskoski Reeves, M Norton Salmon Sills

1) Harris Armour Bridge Resolution

- Comm. Perkins has proposed a resolution to name the bridge on Armour Road west of the Laconia Road intersection as the "Harris A. Armour Bridge." Mr. Armour served as Chairman of the Fayette County Farm Bureau, National Cotton Council, Chairman of the Fayette County Regional Planning Commission, Hardeman-Fayette Farmers Co-op Board and Chairman Board of Directors Fayette Academy.
- After discussion, the committee voted to recommend approval of the resolution on a motion by Norton, seconded by Laskoski.

2) Board of Zoning Appeals Board nominee

- Mayor Taylor presented a nominee for an open seat on the Board of Zoning Appeals. Mr. Danny Dowdy, a local residential building contractor, has agreed to serve.
- After discussion, the committee voted to recommend approval on a motion by Salmon, seconded by Moore.

3) Airport Office

- First Team Pilot Training, a flight school operating out of the Fayette County Airport, has asked that they be allowed to add some walls in the room they are renting from the airport so they can accommodate more students.
- After discussion, the committee voted to allow the construction as long as an agreement is worked out on liability during the construction. Motion by Norton, seconded by Moore.

4) Courthouse Renovation discussion

- Mayor Taylor reported to the committee on the meeting by the Courthouse Renovation Committee. The consensus of the committee was that the county had four choices:
 1. Reject the bid and rebid
 2. Accept the bid and use a stripped-down budget for only roofing and HVAC or an additional version that included an elevator. While in budget, there were many items that would not be done and would look unfinished.
 3. Accept the bid and project as bid, and pay out of fund balance.
 4. Accept the bid and project as bid; borrow the additional funding to spread the cost over several years.
- The committee recommending moving forward with the full project and look into borrow any deficit. The reasons were:
 1. The improvements are needed

2. A rebid would most likely not bring any lower cost, and possibly a higher one
 3. Borrowing the funds would allow us to use any surplus this fiscal year to offset a project deficit and would allow us to protect the fund balance
- The committee discussed the various options, and no vote was taken.
 - Mayor Taylor told the committee that he would present the same information to each committee and would see if there is need for an additional meeting to go over the project.

Meeting adjourned.

Commissioner Goodroe reported for the Health and Welfare Committee which met on March 13, 2023. The committee discussed the ambulance report, veterans service officer, recovery court budget amendment, ambulance vehicle budget amendment, solid waste hauling contract, solid waste tipping fee rate increase request, solid waste construction debris area design, animal shelter, hospital update, and the courthouse renovation committee report.

HEALTH AND WELFARE COMMITTEE

Minutes

March 13, 2023

Present

Leggett Reeves, S Goodroe Perkins Crislip Canady

- 1) Ambulance Report
 - Revenue is coming in ahead of budget, with an estimated year end amount of \$2.2 million, compared to the \$1.9 million budgeted.
 - Delinquent accounts and amounts are decreasing.
 - This month there were 23 times without an ambulance and 4 time with a call holding.
 - The number of calls decreased slightly this past month.
 - Expenditures are below budget with revenue above.
 - The average response time for the county is 10 min, 20 seconds.
- 2) Veterans Service Officer
 - Mayor Taylor reviewed with the committee the role of the Veterans Service Officer. The position is the link between military veterans and federal benefits. Each county is allowed to choose an individual for the position and is then trained by the State of Tennessee. The process of choosing an individual is by an election by the County Commission.
 - Mayor Taylor introduced the committee to Mr. Alec Jones, who is currently providing part-time service to the Haywood County. He retired from the military and took the position of Veterans Service Officer for the State of Tennessee. After retiring from the State, he then performed the job for several counties.
 - After discussion, the committee voted to recommend Mr. Jones for the position, on a motion by Leggett, seconded by Canady.
- 3) Recovery Court – Budget Amendment
 - A budget amendment to place all the current expenditures into one line so that the contract with Hope Restored can be paid correctly was requested. No change to fund balance.
 - After discussion, the committee voted to recommend approval on a motion by Leggett, seconded by Crislip.
- 4) Ambulance Vehicle – Budget Amendment
 - A budget amendment was requested to move funds into the correct line for a vehicle purchased for the Ambulance Department. This also provided a vehicle to the Property Assessor, since a used vehicle was moved to them. No change to fund balance.
 - After discussion, the committee voted to recommend approval on a motion by Leggett, seconded by Steve Reeves.
- 5) Solid Waste Hauling contract
 - Terry Chambers, Fayette County Solid Waste Director, addressed the committee on the bids received for hauling trash to the landfill.
 - No contract was available and there were some questions about what was being asked to be placed in the contract. No action on the bid and it will be reviewed next month.
- 6) Solid Waste Tipping Fee Rate Increase request
 - Mr. Chambers addressed the committee that the costs of the landfill had risen with everything else, but that his rates had not kept pace. It has been four or five years since the last adjustment.

- He requested that the rates be increased:
 1. Disposal fees go from \$50/ton to \$60/ton
 2. Tire disposal fee go from \$106/ton to \$140/ton
 - This will bring in revenue of an additional \$100,000
 - After discussion, the committee voted to recommend the increases and to start them on July 1st of this year, on a motion by Leggett, seconded by Perkins.
- 7) Solid Waste – Construction Debris Area Design
- Mr. Chambers brought a request to hire A2II, their current engineer, to design the next landfill cell for construction debris. It is estimated that we have about two years left of space. It will take about that long for design, approval and construction.
 - After discussion, the committee voted to recommend approval on a motion by Leggett, seconded by Canady.
- 8) Animal Shelter Update
- Mayor Taylor reported to the committee that Spirit Architecture is moving forward with the animal shelter project with bidding expected in the May/June time frame and actual construction to begin in August. The project is estimated to be complete by summer of the following year.
- 9) Hospital Update
- Mayor Taylor reported to the committee that several emails had gone unanswered from the two applicants. He suggests taking action to decide which way the Commission wants to go and move on.
 - The committee asked if Comm. Crislip, who was director at the Methodist Hospital Fayette, to see if he could use any contacts for additional resources for the project.
- 10) Courthouse Renovation Committee report
- Mayor Taylor reported to the committee on the meeting by the Courthouse Renovation Committee. The consensus of the committee was that the county had four choices:
 1. Reject the bid and rebid
 2. Accept the bid and use a stripped-down budget for only roofing and HVAC or an additional version that included an elevator. While in budget, there were many items that would not be done and would look unfinished.
 3. Accept the bid and project as bid and pay out of fund balance.
 4. Accept the bid and project as bid; borrow the additional funding to spread the cost over several years.
 - The committee recommending moving forward with the full project and look into borrow any deficit. The reasons were:
 1. The improvements are needed
 2. A rebid would most likely not bring any lower cost, and possibly a higher one
 3. Borrowing the funds would allow us to use any surplus this fiscal year to offset a project deficit and would allow us to protect the fund balance
 - The committee discussed the various options, and no vote was taken.
 - Mayor Taylor told the committee that he would present the same information to each committee and would see if there is need for an additional meeting to go over the project.

Commissioner Goodroe made the motion to approve the solid waste landfill tipping fee rate increase. The motion was seconded by Commissioner Canady and passed unanimously.



FAYETTE COUNTY SOLID WASTE
11675 HWY 76 SOUTH
P.O. BOX 62
SOMERVILLE, TN 38068
901-465-5230

2/20/2023

Health and Welfare Committee,

Fayette County Solid Waste is requesting approval for a rate increase on disposal fees.

Current:

Solid Waste Disposal Fee: .025 cents/lb = \$50/Ton
(\$5 Minimum Weigh Fee)

Tire Disposal Fee: .053 cents/lb = \$106/Ton

Requesting:

Solid Waste Disposal Fee: .03 cents/lb = \$60/Ton
(\$6 Minimum Weigh Fee)

Tire Disposal Fee: .07 cents/lb = \$140/Ton

A handwritten signature in cursive script that reads "Terry Chambers".

Terry Chambers
Director, Fayette County Solid Waste

Commissioner Goodroe made the motion to approve the landfill construction debris expansion with A2H. The motion was seconded by Commissioner Perkins and passed unanimously.



February 20, 2023

The Honorable Skip Taylor
Mayor
Fayette County
13095 North Main Street
Somerville, TN 38068

Re: Fayette County
Fayette County Landfill
Landfill Expansion Permitting
Somerville, Tennessee

A2H # 21403

Dear Mayor Taylor,

A2H is pleased to submit our Contract for design and consulting related services for this project. As an integrated Engineering, Architectural and Planning firm, A2H offers all services required to successfully complete this project. If you agree with the terms as outlined within the enclosed Contract, please acknowledge your acceptance by signing and dating the Contract and initialing the Terms and Conditions in the spaces indicated and return one executed Contract to our office.

If selected, please note that I will serve as Project Manager for this project and will be your contact person in our office. If you have any questions or require additional information, please do not hesitate to contact me at any time.

Thank you for giving us the opportunity to submit this Contract.

Sincerely,

A2H, INC.

Pat Harcourt, PE
CEO | Principal



ENGINEERS ARCHITECTS PLANNERS

February 20, 2023

The Honorable Skip Taylor
Mayor
Fayette County
13095 North Main Street
Somerville, TN 38068

Re: Fayette County
Fayette County Landfill
Landfill Expansion Permitting
Somerville, Tennessee

A2H # 21403

Dear Mayor Taylor,

We are pleased to respond to your request for Professional Services on the above referenced project. By way of this Contract, we are enclosing our understanding of the scope of work required for the project and shall perform the Professional Services upon the terms and conditions set forth in this letter.

i. The following represents our understanding of the project description:

A2H will be responsible for professional design and consulting services necessary for the Fayette County Landfill Landfill Expansion Permitting proposed in Somerville, Tennessee.

Additional aspects of the project include the following:

- A. A2H understands that the purpose of this project is to develop a Class III Landfill expansion permit application for the existing Fayette County Class III landfill, permit DML 240000080.
- B. The intent is to expand the existing landfill permit for the Class III landfill to cover more of the closed Class I landfill footprint.

ii. It is our understanding that the Basic Scope of Services includes:

A2H will provide the following as part of our Basic Scope of Services working closely with Fayette County to provide these services in support of the project:

- Land Surveying
- Civil Engineering

The phases described below represent our understanding of the project requirements as indicated by the Client:

Environmental Due Diligence

- A. A2H will coordinate a Hydrologic Determination of the unnamed channel between Phases two and three to ascertain the characteristics of the channel prior to proceeding with the landfill expansion permitting. This will be performed to ensure that no additional mitigation or permitting is required.
- B. A2H will utilize a Qualified Hydrologic Professional to perform the determination and will include this documentation in the permitting documents.

Landfill Permit Plans and Documents

- A. A2H will develop the necessary landfill expansion permit plans, specifications, and operations manual for the proposed lateral expansion. The permit documents will specifically address the protection and extension, if necessary, of the existing Class I Landfill leachate transport system; diversion of off-site stormwater to prevent that water from entering the landfill area; and protection of the existing Class I Landfill cap.
- B. These documents will be prepared as part of the landfill expansion application.
- C. As part of the development of the landfill expansion permit plans, A2H will perform a Topographic Survey of the landfill expansion area to utilize in developing the plans.
- D. It is understood from conversations with TDEC that a hydrogeological investigation and report are not required for this landfill expansion application and, therefore, these activities have not been included in this project scope.
- E. A2H will develop an Operations Manual that addresses siting criteria, landfill liner and cap design, and operations activities as part of the expansion application.

Landfill Permitting Activities

- A. A2H will develop the necessary documentation for obtaining approval from both Fayette County and the Town of Somerville as required by state law for the landfill expansion permitting.
- B. A2H will incorporate the Jackson Law approvals into the permit application package.
- C. Once the landfill permit drawings, operations manual, and other documentation are complete, A2H will submit the permit expansion application to TDEC for their review and approval. During the review process, a public meeting will be required. A2H will assist with preparing the materials and hosting the public meeting as per TDEC requirements.
- D. A2H will maintain contact with TDEC throughout the permit review process and will respond to questions and comments.

III. Exclusions from our Basic Scope of Services are as follows:

Services not set forth above as Basic Scope of Services in this Contract are excluded from the scope of our work and we assume no responsibility to perform such services, including but not limited to:

- A. Services required because of significant changes in the project, including changes in size, quality, complexity, schedule or methods of bidding.
- B. Any plan review fees required by local or state entity, such as TDEC application fees and/or permit fees.

- C. Environmental Site Assessment.
- D. Any offsite improvements.
- E. Construction cost estimating.
- F. Development of Construction Documents for landfill cell development.
- G. Advertisement for Bid and other construction related activities.
- H. Value Engineering.

IV. Our proposed schedule of deliverables for the above referenced Basic Scope of Services is as follows:

- A. A2H will provide the Client with a schedule for phase deliverables and construction within two weeks of the Notice To Proceed.

V. Our proposed compensation for the above referenced Basic Scope of Services is as follows:

Environmental Due Diligence	\$	5,000.00
Landfill Permit Plans and Documents	\$	28,000.00
Landfill Permitting Activities	\$	20,000.00
Compensation for Basic Scope of Services	\$	53,000.00
Reimbursable Expense Allowance (Courier Service, Mileage, Travel, and Printing)	\$	1,100.00

VI. Additional Services:

Additional services shall consist of all services not included in the Basic Services as set forth above. No work will be performed beyond the services noted above without an express written agreement between A2H and Fayette County. Additional Services will be billed either on an hourly basis in accordance with the hourly rate schedule contained herein, or a negotiated fixed fee based on the scope of additional services requested. The A2H Hourly Rate Schedule is as follows:

STAFF MEMBER	LEVEL I	LEVEL II	LEVEL III
Principal	\$ 200.00	\$ 215.00	\$ 230.00
Associate Principal	\$ 160.00	\$ 175.00	\$ 190.00
Project Manager	\$ 140.00	\$ 160.00	\$ 180.00
Project Coordinator	\$ 90.00	\$ 90.00	\$ 100.00
Engineer	\$ 130.00	\$ 145.00	\$ 170.00
Senior Designer	\$ 120.00	\$ 135.00	\$ 150.00
Planner	\$ 100.00	\$ 120.00	\$ 140.00
Land Surveyor	\$ 100.00	\$ 110.00	\$ 125.00
Construction Administrator	\$ 90.00	\$ 100.00	\$ 120.00
Designer	\$ 90.00	\$ 100.00	\$ 110.00
BIM/CAD Technician	\$ 80.00	\$ 90.00	\$ 105.00
Survey Crew Member	\$ 80.00	\$ 70.00	\$ 80.00
Administrator	\$ 65.00	\$ 75.00	\$ 90.00

If this Contract and the Terms and Conditions attached hereto and incorporated herein satisfactorily set forth your understanding and the agreement between us, we would appreciate your signing the enclosed copy of this letter agreement in the space provided below and initialing the Terms and Conditions in the space provided and returning them to us.

This Contract will be open for acceptance for 60 calendar days. We certainly look forward to collaborating with you on this project and thank you for giving us the opportunity to submit this Contract.

If you have any questions, please call.

Sincerely,

A2H, Inc.



Pat Harcourt, PE
CEO | Principal

Attachment: Terms and Conditions

AGENT FOR: FAYETTE COUNTY

ACCEPTED BY: _____

DATE: _____

TITLE: _____

TERMS AND CONDITIONS

1. The parties agree that **FAYETTE COUNTY** is solely responsible for payment in accordance with the following terms. A2H, Inc. (hereinafter sometimes "the Consultant") shall submit monthly invoices for work in progress. Payment shall be due upon receipt. Invoices more than 30 days old will be subject to a finance charge of 1.5% per month. The Consultant shall have the right to cease work if payment is not received within 45 days of each invoice. In addition, **FAYETTE COUNTY** agrees to pay any and all legal expenses and other costs incurred in the collection of any overdue amount.
2. **FAYETTE COUNTY** shall reimburse the Consultant all expenses incurred for courier service (e.g., Federal Express, United Parcel Service, etc.), mileage, travel, and printing. Reimbursable Expenses Allowance shall be broken out in detail on the invoice. A handling charge of 15% shall be added to all reimbursable expenses.
3. In the event of any litigation arising from or related to the agreement or the services provided under this Agreement, the "prevailing party" shall be entitled to recover from the "non-prevailing party" all reasonable legal expenses and attorney's fees incurred in such litigation. For the purposes of this provision, a party asserting a claim shall be considered the "prevailing party" only if it recovers 50% or more of the amount claimed. If it does not, the claimant shall be the "non-prevailing party."
4. **FAYETTE COUNTY** shall make no claim for professional negligence, either directly or by way of a cross claim against the Consultant unless **FAYETTE COUNTY** has first provided the Consultant with a written certification executed by an independent Consultant currently practicing in the same discipline as the Consultant and licensed in the State of the project. This certification shall: a) contain the name and license number of the certifier, b) specify the acts or omissions that the certifier certifies are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. This certification shall be provided to the Consultant not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding. This Certificate of Merit clause takes precedence over any existing state law in force at the time of the claim or demand for arbitration.
5. The Consultant shall commence services within seven (7) days of receiving executed acceptance of this agreement from **FAYETTE COUNTY** along with all project information needed to commence services. The Consultant shall perform the work with due diligence commensurate with sound professional practice.
6. The Consultant shall be responsible for the design of the items listed in the scope of services only. Responsibility for any other items not specifically mentioned in the scope of services or shown on the drawings produced by the Consultant shall be borne by **FAYETTE COUNTY** or its consulting architect.
7. In preparation of Project Deliverables, the Consultant is entitled to rely upon the accuracy and completeness of information (electronic or otherwise) furnished by **FAYETTE COUNTY**, or its independent consultants. Such information includes but is not limited to topographic and/or boundary surveys, grading and drainage plans, building information, geotechnical reports, dimensions of existing construction, property data, and zoning and land use information.
8. Notwithstanding any other provision of this agreement or the parties' contract, in providing services under this agreement, the Consultant shall endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
9. Documents are by necessity drawn to a small scale and in many cases schematic in nature. Documents cannot be perfectly prepared. Drawings and specifications need continually to be interpreted and clarified, and sometimes must be corrected or updated. Accordingly, if **FAYETTE COUNTY** does not engage the Consultant for full customary Construction Administration of this Project, **FAYETTE COUNTY** agrees to indemnify, release and hold harmless the Consultant and its employees and consultants from and against any claims of liability arising from defects in the design and/or construction work.
10. In the event **FAYETTE COUNTY** should require Consultant to perform construction administration services, **FAYETTE COUNTY** acknowledges that the purpose of construction observation by the Consultant is to ascertain in general whether the work when complete will be in substantial compliance with the Contract Documents. In no event shall the Consultant perform exhaustive or continuous inspection. The Consultant is not responsible for, and shall not have control of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction work, nor will it be responsible for the Contractor's failure to carry out the construction work in accordance with the Contract Documents. The Consultant shall not be responsible for, nor have control or charge over the acts or omissions of the Contractor, Subcontractor nor any of their agents or employees, or any other person performing any of the construction work. The Consultant shall not have the authority nor the responsibility to supervise or direct the construction work.
11. The Consultant's review of shop drawings is solely to determine whether the submittal generally conforms to the design concept expressed in the Contract Documents and is not to verify dimensions and quantities.
12. **FAYETTE COUNTY** acknowledges the reports, plans, specifications, field data and notes and all other documents prepared by the Consultant, including all documents on electronic media, are instruments of professional service that shall remain the property of the Consultant. **FAYETTE COUNTY** shall not reuse, make, or permit to be made, any modifications to the plans and specifications without the prior written authorization of the Consultant. **FAYETTE COUNTY** agrees to indemnify, release, and hold harmless the Consultant from any claims arising from any unauthorized reuse or modification of the plans and specifications.

Initials

Date

Page 5

A2H, Inc.

February 20, 2023

13. The Consultant makes no warranties, either expressed or implied, of merchantability, fitness for use for any particular purpose, or of any other nature or type. In no event shall the Consultant be liable to FAYETTE COUNTY for any loss of profit, loss of use, or any other consequential damages.
14. If there are protracted delays for reasons beyond the control of the Consultant, the Consultant's compensation shall be equitably adjusted.
15. Neither party to this Agreement shall transfer, submit or assign any rights under or interest in this Agreement (including but not limited to monies that may be due) without the prior written consent of the other party. The Consultant shall be permitted to subcontract portions of the professional services required under this agreement to properly qualified subcontractors.
16. This Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of termination by either party, the Consultant shall be paid for all services rendered and all reimbursable expenses up to and through the date of termination.
17. The fees charged by the Consultant have been structured in part in reliance upon the agreement and covenant of the FAYETTE COUNTY that the liability of the Consultant for any defects in the services provided hereunder shall be limited to the total fee the Consultant charged for services rendered on the project.
18. In the event of defects in the services performed by the Consultant for which the Consultant is liable to FAYETTE COUNTY, the measure of damages may include the cost of remediation work, but shall not include the cost of work that adds value to the project for which FAYETTE COUNTY would have been obligated to pay if the services had not been defective.
19. Any and all suits for any breach of this agreement shall be instituted and maintained in any Court of competent jurisdiction in Shelby County, Tennessee and both parties expressly consent to the jurisdiction of such Court.
20. If any portion of this agreement shall in any way become violative or prohibited by or under applicable laws, that provision or part hereof shall be ineffective and void to the extent of such violation or prohibition without invalidating any of the remaining provisions of this agreement.
21. In the event FAYETTE COUNTY consents to, allows, authorizes or approves of changes to any plans, specifications or other construction documents, and these changes are not approved in writing by the Consultant, FAYETTE COUNTY acknowledges that such changes, and the results thereof, are not the responsibility of the Consultant. Therefore, FAYETTE COUNTY agrees to release the Consultant from any liability arising from such changes. In addition, FAYETTE COUNTY agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from such changes.
22. Original signed, sealed reproducible documents are the actual Contract Documents and any electronic copies provided to the Client are the Client's conveniences. In the event there is a discrepancy between the original signed, sealed documents and the electronic copy, the original signed, sealed reproducible documents shall take precedence.
23. The proposal represents the entire understanding between FAYETTE COUNTY and A2H, Inc. in the respect to the project and may be modified only by a writing signed by both parties.
24. If in the event that an executed copy of this agreement is not returned to our office, but payment is received for services rendered during the course of the project, the parties agree that these terms and conditions shall be binding upon the parties.

Accepted by FAYETTE COUNTY:

Signature _____

Date _____

The Personnel Committee did not meet.

Commissioner Webb reported for the Education Committee which met on March 14, 2023. The committee discussed the schools budget amendment, archives renovation update, archive budget amendment, courthouse renovation discussion.

EDUCATION COMMITTEE

Minutes
March 14, 2023

Present

Wiggins Moore Reeves, M Salmon Webb

- 1) Budget Amendments - Schools
 - The committee was presented budget amendments for school funds General 141 and Federal Projects 142.
 - After discussion and with no school representation to answer questions, the committee voted to table the amendment requests till next month on a motion by Wiggins, seconded by Salmon.
- 2) Archives (Old School Board Office) Renovation update
 - Mayor Taylor reported to the committee that bids would be received this week for the renovation for Archives. The budget is for \$780,000 and there is local interest in the work.
- 3) Archives - Budget Amendment
 - Archives is requesting to move funds into training from supplies. No change in the fund balance.
 - After discussion, the committee voted to recommend approval on a motion by Mike Reeves, seconded by Wiggins.
- 4) Courthouse Renovation discussion
 - Mayor Taylor reported to the committee on the meeting by the Courthouse Renovation Committee. The consensus of the committee was that the county had four choices:
 1. Reject the bid and rebid
 2. Accept the bid and use a stripped-down budget for only roofing and HVAC or an additional version that included an elevator. While in budget, there were many items that would not be done and would look unfinished.
 3. Accept the bid and project as bid, and pay out of fund balance.
 4. Accept the bid and project as bid; borrow the additional funding to spread the cost over several years.
 - The committee recommending moving forward with the full project and look into borrow any deficit. The reasons were:
 1. The improvements are needed
 2. A rebid would most likely not bring any lower cost, and possibly a higher one
 3. Borrowing the funds would allow us to use any surplus this fiscal year to offset a project deficit and would allow us to protect the fund balance
 - The committee discussed the various options, and no vote was taken.
 - Mayor Taylor told the committee that he would present the same information to each committee and would see if there is need for an additional meeting to go over the project.

Meeting Adjourned.

Commissioner Rice reported for the criminal justice and public safety committee which met on March 14, 2023. The committee discussed the sheriff's report, the wilder youth development center, sheriff department budget amendment, fire department budget amendment, community development black grant (CDBG), and the courthouse renovations.

CRIMINAL JUSTICE & PUBLIC SAFETY COMMITTEE

Minutes

March 14, 2023

Present

Canady Rice Leggett Seals Wiggins

- 1) Sheriff's Report
 - The committee reviewed the previous month's activity with the Sheriff.
- 2) Wilder Youth Development Center discussion
 - Sheriff Riles reviewed the status of the latest escape from Wilder Youth Development Center. Three males escaped without being noticed and were seen in neighbor's yards. One was captured in Nashville and two are still at large.
 - The committee voted to send a resolution of concern to Gov Bill Lee and Department of Children's Service Commissioner Margie Quin about the latest escape from the center, on a motion by Leggett, seconded by Canady.
- 3) Sheriff Dept – Budget Amendment
 - Sheriff Riles asked for a budget amendment to move funds within his budget to needed items. No change to fund balance.
 - Committee voted to approve on a motion by Wiggins, seconded by Leggett.
- 4) Fire Department – Budget Amendment
 - Chief Richard Hartfield, Fayette County Fire Chief, asked that funds from an equipment sale be put back in his budget for equipment purchases.
 - After discussion, the committee voted to recommend approval on a motion by Leggett, seconded by Wiggins.
- 5) Community Development Block Grant (CDBG) application resolution
 - Mayor Taylor presented a resolution that will allow the county to apply for a CDBG for a fire station facility.
 - After discussion, the committee voted to recommend approval on a motion by Leggett, seconded by Canady.
- 6) Courthouse Renovation discussion
 - Mayor Taylor reported to the committee on the meeting by the Courthouse Renovation Committee. The consensus of the committee was that the county had four choices:
 1. Reject the bid and rebid
 2. Accept the bid and use a stripped-down budget for only roofing and HVAC or an additional version that included an elevator. While in budget, there were many items that would not be done and would look unfinished.
 3. Accept the bid and project as bid, and pay out of fund balance.
 4. Accept the bid and project as bid; borrow the additional funding to spread the cost over several years.
 - The committee recommending moving forward with the full project and look into borrow any deficit. The reasons were:

1. The improvements are needed
 2. A rebid would most likely not bring any lower cost, and possibly a higher one
 3. Borrowing the funds would allow us to use any surplus this fiscal year to offset a project deficit and would allow us to protect the fund balance
- The committee discussed the various options, and no vote was taken.
 - Mayor Taylor told the committee that he would present the same information to each committee and would see if there is need for an additional meeting to go over the project.

Meeting Adjourned.

Commissioner Rice made the motion to approve the resolution concerning the Wilder Youth Development Center. The motion was seconded by Commissioner Leggett and passed unanimously.

RESOLUTION ON CONCERNS OF WILDER YOUTH DEVELOPMENT CENTER
March 28, 2023

WHEREAS, Fayette County recognizes the potential value and benefits that Wilder Youth Development Center contributes to the youth and young adults, as well as to Fayette County and the local vicinity; and

WHEREAS, Fayette County is mindful of our responsibilities to provide services that ensure the safety and well-being of all residents, both local and visiting; and

WHEREAS, Wilder Youth Development Center was constructed in 1971 for the purpose of providing a safe and secure facility for troubled, non-violent youth, and over the years the focus has shifted to youth who have committed serious crimes, such as assault, thefts and drug related offenses; and

WHEREAS, Wilder Youth Development Center is located within a mile of three schools, a health department, a business park, a church and about fifty homes; and

WHEREAS, the latest escape of three male adults from the vicinity through the local neighborhood continues the pattern that many have been trying to correct for many years; and

WHEREAS, local law enforcement has not always been notified or informed of incidents or actions that occur at Wilder Youth Development Center;

NOW, THEREFORE, BE IT RESOLVED by the County Commission of Fayette County that the following requests are made to the State of Tennessee and specifically the Department of Children's Services, under which Wilder Youth Development Center is administered:

1. The procedures of the facility be reviewed to ensure the safety of the local community, the employees and residents of Wilder Youth Development Center;
2. The physical security aspects of Wilder Youth Development Center be enhanced to ensure the safety and well-being of all;
3. Local law enforcement be informed in a timely manner of all infractions at the facility so that they can prepare required responses.

BE IT FURTHER RESOLVED, that this resolution be sent to the Honorable Bill Lee, Governor of The State of Tennessee; The Commission of Children's Services, Margie Quin; State Senator Page Walley and State Representative Ron Gant.

Adopted this 28th day of March, 2023.

APPROVED:

County Commission Chairman

County Clerk

Commissioner Steve Reeves reported for the budget committee which met on March 14, 2023. The committee discussed the American Rescue plan, postage meter contract, archive budget amendment, recovery court budget amendment, ambulance vehicle budget amendment, solid waste hauling contract, sheriff department budget amendment, fire department budget amendment, animal shelter, courthouse renovations, community development block grant, and the airport office renovation.

BUDGET COMMITTEE

Minutes

March 14, 2023

Present

Perkins Rice Oglesby Reeves, S Norton Watkins Goodroe
Webb Sills

- 1) American Rescue Plan (ARP) Budget Amendment
 - A request to move funds from the ARP to be used as "lost revenue" and to show the State and Federal Governments where it was placed.
 - After discussion, the committee voted to recommend approval on a motion by Oglesby, seconded by Watkins.
- 2) Postage Meter Contract
 - Mayor Taylor presented a contract for a lease purchase of a postage meter. It is for three years and we will own it after the three year period.
 - After discussion, the committee voted to recommend approval on a motion by Norton, seconded by Watkins.
- 3) Archives – Budget Amendment
 - Archives is requesting to move funds into training from supplies. No change in the fund balance.
 - After discussion, the committee voted to recommend approval on a motion by ~~Mike~~ *David* Webb, seconded by Perkins.
- 4) Recovery Court – Budget Amendment
 - A budget amendment to place all the current expenditures into one line so that the contract with Hope Restored can be paid correctly was requested. No change to fund balance.
 - After discussion, the committee voted to recommend approval on a motion by Goodroe, seconded by Sills.
- 5) Ambulance Vehicle – Budget Amendment
 - A budget amendment was requested to move funds into the correct line for a vehicle purchased for the Ambulance Department. This also provided a vehicle to the Property Assessor, since a used vehicle was moved to them. No change to fund balance.
 - After discussion, the committee voted to recommend approval on a motion by Goodroe, seconded by Perkins.
- 6) Solid Waste Hauling Contract
 - This was tabled at Health and Welfare till next month.
- 7) School Board Budget Amendmenets
 - These were tabled at Education till next month so that representatives from the School Board can attend and answer questions.
- 8) Sheriff Dept – Budget Amendment
 - Sheriff Riles asked for a budget amendment to move funds within his budget to needed items. No change to fund balance.
 - Committee voted to approve on a motion by Rice, seconded by Sills.

- 9) Fire Department – Budget Amendment
- Chief Richard Hartfield, Fayette County Fire Chief, asked that funds from an equipment sale be put back in his budget for equipment purchases.
 - After discussion, the committee voted to recommend approval on a motion by Rice, seconded by Watkins.
- 10) Animal Shelter Update
- Mayor Taylor reported to the committee that Spirit Architecture is moving forward with the animal shelter project with bidding expected in the May/June time frame and actual construction to begin in August. The project is estimated to be complete by summer of the following year.
- 11) Archives (Old School Board Office) Renovation update
- Mayor Taylor reported to the committee that bids would be received this week for the renovation for Archives. The budget is for \$780,000 and there is local interest in the work.
- 12) Courthouse Renovation discussion
- Mayor Taylor reported to the committee on the meeting by the Courthouse Renovation Committee. The consensus of the committee was that the county had four choices:
 - i) Reject the bid and rebid
 - ii) Accept the bid and use a stripped-down budget for only roofing and HVAC or an additional version that included an elevator. While in budget, there were many items that would not be done and would look unfinished.
 - iii) Accept the bid and project as bid, and pay out of fund balance.
 - iv) Accept the bid and project as bid; borrow the additional funding to spread the cost over several years.
 - The committee recommending moving forward with the full project and look into borrow any deficit. The reasons were:
 - i) The improvements are needed
 - ii) A rebid would most likely not bring any lower cost, and possibly a higher one
 - iii) Borrowing the funds would allow us to use any surplus this fiscal year to offset a project deficit and would allow us to protect the fund balance
 - The committee discussed the various options, and no vote was taken.
 - Mayor Taylor told the committee that he would present the same information to each committee and would see if there is need for an additional meeting to go over the project.
- 13) Community Development Block Grant (CDBG) application resolution
- Mayor Taylor presented a resolution that will allow the county to apply for a CDBG for a fire station facility.
 - After discussion, the committee voted to recommend approval on a motion by Rice, seconded by Webb.
- 14) Airport Office
- First Team Pilot Training, a flight school operating out of the Fayette County Airport, has asked that they be allowed to add some walls in the room they are renting from the airport so they can accommodate more students.

- After discussion, the committee voted to allow the construction as long as an agreement is worked out on liability during the construction. Motion by Sills, seconded by Norton.

Meeting Adjourned.

Commissioner Steve Reeves made the motion to approve the American Rescue Plan (ARP) Transfer, the budget amendment for the fund 180, and the budget amendment for fund 101 and 171. The motion was seconded by Commissioner Robert Sills 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 28th day of March, 2023, 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 Other Capital Projects Fund #180 Budget be amended in the following words and figures, to wit:

OTHER CAPITAL PROJECTS FUND BUDGET AMENDMENT F/Y 22/23 Mar-23

<u>Adjustment to Expenditure Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
58900 Miscellaneous		
799 Other Capital Outlay		\$ 3,994,801.50
Subtotal-58900	\$ -	\$ 3,994,801.50
 TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:	\$ -	\$ 3,994,801.50
 Prior Estimated Expenditures		\$ -
Total Estimated Expenditures this Amendment		\$ 3,994,801.50
Projected Fund Balance before Amendment		\$ 7,900,000.00
Change in Fund Balance this Amendment		\$ (3,994,801.50)
Estimated Ending Fund Balance as of June 30, 2023		\$ 3,905,198.50

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 28th day of March, 2023, 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 22/23 Mar-23

<u>Adjustment to Revenue Accounts:</u>	<u>INCREASE</u>	<u>DECREASE</u>
47901 American Rescue Plan Act Grant #6	\$ 3,994,801.50	_____
TOTAL INCREASE/DECREASE TO REVENUE ACCOUNTS:	<u>\$ 3,994,801.50</u>	<u>\$ -</u>
Prior Estimated Expenditures		\$ 24,338,935.47
Total Estimated Expenditures this Amendment		\$ 24,338,935.47
Projected Fund Balance before Amendment		\$ 6,958,649.19
Change in Fund Balance this Amendment		\$ 3,994,801.50
Estimated Ending Fund Balance as of June 30, 2023		\$ 10,953,450.69

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 28th day of March, 2023, 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 Capital Projects Fund #171 Budget be amended in the following words and figures, to wit:

CAPITAL PROJECTS FUND BUDGET AMENDMENT F/Y 22/23 Mar-23

<u>Adjustment to Revenue Accounts:</u>		<u>INCREASE</u>	<u>DECREASE</u>
48130	Contributions	\$ 3,994,801.50	
TOTAL INCREASE/DECREASE TO REVENUE ACCOUNTS:		<u>\$ 3,994,801.50</u>	<u>\$ -</u>
Prior Estimated Expenditures			\$ 5,185,620.00
Total Estimated Expenditures this Amendment			\$ 1,190,818.50
Projected Undesignated Fund Balance before Amendment			\$ 3,317,450.00
Change in Undesignated Fund Balance this Amendment			\$ 3,994,801.50
Estimated Ending Undesignated Fund Balance as of June 30, 2023			\$ 7,312,251.50

Commissioner Steve Reeves made the motion to approve the lease agreement and the maintenance contract on the postage meter used by the county. The motion was seconded by Commissioner Norton and passed unanimously.



LEASE AGREEMENT

TO OUR VALUED CUSTOMER. This Lease has been written in "Plain English". When we use the words Lessee, you and your in this Lease, we mean you, our customer, which is the Lessee indicated below. When we use the words we, us, and our in this Lease, we mean the Lessor, DEX Imaging, LLC. Our address is 50 Rachel Drive Nashville, TN 37214

CUSTOMER INFORMATION
Lessee Name: Fayette County Government
Federal Tax ID#: 62-6000586
Billing Street Address: 13095 N. Main Street Somerville, Fayette, TN 38068
Lessee Phone No.: 901.465.5202

SUPPLIER INFORMATION
Supplier Name: DEX Imaging, LLC ("SUPPLIER")
Street Address: 2955 Kate Bond Rd Bartlett, TN 38133
Supplier Phone #: 901-334-1074

EQUIPMENT DESCRIPTION table with columns: Quantity, Make/Model, Serial Number. Row 1: 1, FP Postbase Pro DS

END OF LEASE PURCHASE OPTION
Check one applicable box. If no box is checked or if more than one box is checked, the Fair Market Value Purchase Option will apply.
[X] Fair Market Value Purchase Option
[] Fixed Price Purchase Option of \$ _____

TERM AND PAYMENT SCHEDULE
Initial Lease Term: 60
Lease Payment: \$344.14
You agree to pay at the time you sign this Lease:
A) Total Advance Lease Payment: 0 (Mos.) = \$ 0.00
B) Sales/Use Tax on Advance Lease Payment = \$ 0.00
C) One-time Origination Fee = \$ 75.00
D) Total of A + B + C = \$ 75.00

INSURANCE & TAXES
You are required to provide and maintain insurance related to the Equipment, and to pay any property, use, and other taxes related to this Lease or the Equipment.

TERMS AND CONDITIONS
BY SIGNING THIS LEASE: (i) YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ON PAGE 1 (THE FRONT) AND PAGE 2 (THE BACK) OF THIS LEASE. (ii) YOU AGREE THAT THIS LEASE IS A NET LEASE THAT YOU CANNOT TERMINATE OR CANCEL, YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS DUE UNDER THIS LEASE, AND YOU CANNOT WITHHOLD, SET OFF OR REDUCE SUCH PAYMENTS FOR ANY REASON, (iii) YOU WILL USE THE EQUIPMENT ONLY FOR BUSINESS PURPOSES, (iv) YOU WARRANT THAT THE PERSON SIGNING THIS LEASE FOR YOU HAS THE AUTHORITY TO DO SO, (v) YOU CONFIRM THAT YOU DECIDED TO ENTER INTO THIS LEASE RATHER THAN PURCHASE THE EQUIPMENT FOR THE TOTAL CASH PRICE, AND (vi) THIS LEASE IS THE ENTIRE AGREEMENT BETWEEN US, AND CANNOT BE MODIFIED EXCEPT BY ANOTHER SIGNED DOCUMENT BY US. YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION, OR SETOFF FOR ANY REASON WHATSOEVER.

Signature lines for DEX Imaging, LLC (Lessor) and Fayette County Government (Lessee) with fields for Authorized Signature, Print Name & Title, and Date.

PERSONAL GUARANTY

THIS PERSONAL GUARANTY CREATES SPECIFIC LEGAL OBLIGATIONS. When we use the words you and your in this Personal Guaranty, we mean the Personal Guarantor(s) indicated below. When we use the words we, us and our in this Personal Guaranty, we mean DEX Imaging, LLC, the Lessor identified in the Lease. In consideration of our entering into the lease agreement identified above ("Lease"), you unconditionally and irrevocably guarantee to us, our successors and assigns the prompt payment and performance of all obligations of the Customer identified above ("Lessee") under the Lease. You agree that this is a guaranty of payment and not of collection, and that we can proceed directly against you without first proceeding against the Lessee or against the equipment covered by the Lease. You waive all defenses and notices, including those of protest, presentment and demand. You agree that we can renew, extend or otherwise modify the terms of the Lease and you will be bound by such changes. If the Lessee defaults under the Lease, you will immediately perform all obligations of the Lessee under the Lease, including, but not limited to, paying all amounts due under the Lease. You will pay to us all expenses (including attorneys' fees) incurred by us in enforcing our rights against you or the Lessee. This is a continuing guaranty which will not be discharged or affected by your death and will bind your heirs and personal representatives. You waive any rights to seek repayment from the Lessee in the event you must pay us. If more than one personal guarantor has signed this Personal Guaranty, each of you agrees that your liability is joint and several. You authorize us or any of our affiliates to obtain credit bureau reports regarding your personal credit, and make other credit inquiries that we determine are necessary. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms herein. THE UNDERSIGNED CONSENTS TO PERSONAL JURISDICTION, VENUE, CHOICE OF LAW AND JURY TRIAL WAIVER AS STATED IN THE LEASE AND AGREES TO PAY ALL COSTS AND EXPENSES, INCLUDING ATTORNEY'S FEES, INCURRED BY THE LESSOR RELATED TO THIS GUARANTY AND THE LEASE.

Personal Guarantor signature lines with fields for Print Name, Date, Home Street Address/City/State/Zip, and Phone Number.

Initials: _____

1. LEASE, DELIVERY AND ACCEPTANCE. You agree to lease the equipment described on page 1 of this lease agreement, and as modified by supplements to this Master Agreement, (collectively "Equipment") on the terms and conditions shown on page 1 and page 2 of this lease ("Lease"). You will arrange for the delivery of the Equipment to you. When you receive the Equipment, you agree to inspect it to determine if it is in good working order. This Lease will begin on the date when the Equipment is delivered to you. The Equipment will be deemed irrevocably accepted by you upon the earlier of: a) the delivery to you of a signed Delivery and Acceptance Certificate (if requested by us); or b) 10 days after delivery of the Equipment to you if you previously have not given written notice to us of your non-acceptance. This Lease will be binding on the parties only if DEX Imaging, LLC, or its assignee accepts it, as evidenced only by the signature of an authorized representative of DEX Imaging, LLC, or its assignee and DEX Imaging, LLC, after receipt of (i) the deposit payment, if any, shown on the face of this Lease; (ii) a signed delivery and acceptance certificate and all other documentation; and (iii) our credit evaluation of you is satisfactory. In the event of non-approval, the sole liability of DEX Imaging, LLC, shall be to refund to you the amount that has been paid to us by you. If an advance payment is required, the first Lease Payment is due on or before the date the Equipment is delivered to you. If the Equipment has been accepted by you in accordance with this Section 1, the payments will be due on the day of each subsequent month (or such other time period stated on page 1 of this Lease) specified by us. You will make all payments due under this Lease to us at such address as we may specify in writing. You authorize us to adjust the Lease Payments by not more than 15% to reflect any reconfiguration of the Equipment or adjustments to reflect applicable sales taxes or the cost of the Equipment, including all trade-ups and buyouts, by the manufacturer/supplier. If any Lease Payment or other amount payable to us is not paid within 10 days of its due date, you will pay us a late charge not to exceed 7% of each late payment (or such lesser rate as is the maximum rate allowable under applicable law). Lease payments are due whether or not you are invoiced. If, for any reason, your check is returned to us for non-payment, you will pay us a bad check charge of \$30, or if less, the maximum charge allowed by law.

2. NO WARRANTIES. We are leasing the Equipment and any software to you "AS-IS." YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE THE EQUIPMENT. IF THE SUPPLIER SPECIFIED WITHIN THE SUPPLIER INFORMATION ON PAGE 1 IS AN ENTITY OTHER THAN DEX IMAGING, LLC, WE DO NOT REPRESENT THE MANUFACTURER OR THE SUPPLIER. YOU AGREE THAT NEITHER SUPPLIER NOR ANY SALESPERSON, EMPLOYEE OR AGENT OR SUPPLIER IS OUR AGENT OR HAS ANY AUTHORITY TO SPEAK FOR US OR TO BIND US IN ANY WAY, AND YOU HAVE SELECTED THE EQUIPMENT AND SUPPLIER BASED UPON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. YOU AGREE THAT REGARDLESS OF CAUSE, WE ARE NOT RESPONSIBLE FOR AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL, OR INDIRECT. We transfer to you for the term of this Lease any warranties made by the manufacturer or Supplier under a Supply Contract. Notwithstanding any other terms and conditions of the Lease, you agree that as to any software: a) we have not had, do not have, nor will have any title to such software; b) you have executed or will execute a separate software license agreement and we are not a party to and have no responsibilities whatsoever in regards to such license agreement; and c) we have selected such software and WE MAKE NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION, PERFORMANCE, NATURE OR SUCH SOFTWARE SYSTEMS INTEGRATION, OR OTHERWISE IN REGARDS TO SUCH SOFTWARE.

3. EQUIPMENT LOCATION; USE AND REPAIR; RETURN. You will keep and use the Equipment only at the Equipment Location shown on page 1 of this Lease. You may not move the Equipment without our prior written consent. All your own cost and expense, you will keep the Equipment eligible for any manufacturer's certification, in compliance with all applicable laws and in good condition, except for ordinary wear and tear. You will not make any alterations, additions or replacements to the Equipment without our prior written consent. All alterations and replacements will become part of the Equipment and our property at no cost or expense to us. We may inspect the Equipment at any reasonable time. Unless you purchase the Equipment in accordance with a purchase option granted to you on the first page of this Lease, within 10 days of the expiration of this Lease, you will immediately deliver the Equipment to us in good condition and repair, except for ordinary wear and tear, to any place in the United States that we tell you, and upon our request, you will provide us with a certification from the manufacturer or its authorized representative as to the Equipment's condition. You are solely responsible for protecting and removing any confidential language stored on the Equipment prior to its return to us for any reason. You will pay for all expenses of de-installing, crating and shipping, and you will insure the Equipment for full replacement value during shipping.

4. TAXES AND FEES. You are responsible for all taxes (including, without limitation, sales, use and personal property taxes, and excluding only taxes based on our income), levies, assessments, license and registration fees and other governmental charges relating to this Lease or the Equipment (collectively, with such taxes, "Governmental Charges"). You agree to promptly pay us, on demand, estimated future Governmental Charges. You authorize us to pay any Governmental Charges as they become due, and you agree to reimburse us promptly upon demand for the full amount (less any estimated amounts previously paid by you). You agree to pay us a fee for preparing and filing personal property tax returns. If the purchase option shown on page 1 of this Lease is \$1,000, you agree to file any required personal property tax returns, unless directed otherwise by Lessor. You also agree to pay us upon demand (i) for all costs of filing, amending and releasing UCC financing statements, and (ii) an origination fee of \$75.00 (or as otherwise agreed) to cover our investigation, documentation and other administrative costs in originating this Lease. You also agree to pay us a fee, in accordance with our current fee schedule, which may change from time to time, for additional services we may provide to you at your request during this Lease. You agree that the fees and other charges due under this Lease may include a profit.

5. LOSS OR DAMAGE. As between you and us, you are responsible for any loss, theft or destruction of, or damage to the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to us at the end of this Lease. You are required to make all Lease Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay us the amounts specified in Section 9(b) below.

6. INSURANCE/COLLATERAL PROTECTION. You agree (a) to keep the Equipment fully insured through a carrier acceptable to us against loss in an amount not less than the original cost of the Equipment with us named as lender's loss payee, (b) to maintain comprehensive public liability insurance acceptable to us, naming us as additional insured, (c) to provide proof of insurance satisfactory to us no later than thirty (30) days following the commencement of this Lease and thereafter upon our written request; (d) if you fail to obtain and maintain property loss insurance satisfactory to us and/or you fail to provide proof of such insurance to us within thirty (30) days of the commencement of the Lease, we have the option, but not the obligation, to do as provided in either (a) or (b) as follows, as determined in our discretion: (a) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we place insurance on the Equipment, we will not name you as an insured and your interests may not be fully protected. If we secure insurance on the Equipment, you will pay us an amount for the premium which may be higher than the premium that you would pay if you placed the insurance independently and may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Lease at the time of loss, any insurance proceeds received will be applied, at our option, (i) to repair, restore or replace the Equipment, or (ii) to pay us the remaining balance of the Lease plus our estimated residual value, both discounted at 2% per year, provided we elect to apply this subsection A. (b). We may charge you an insurance fee and/or a monthly property damage surcharge of up to .0035 of the equipment cost as a result of our credit risk, administrative, and other costs, as would be further described in a letter from us to you. We may make a profit on this program. NOTHING IN THIS SECTION WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.

7. TITLE; RECORDING. You will keep the Equipment free of all liens and encumbrances. Unless the purchase option shown on page 1 of this Lease is \$1,000, you agree that: (a) we are the owner of and will hold title to the Equipment; and (b) this Lease is a true lease. However, if this transaction is deemed to be a lease intended to secure, you grant us a security interest in the Equipment (including any replacements, substitutions, additions, attachments and proceeds) to secure all amounts owing under this Lease with us. You will deliver to us any signed documents we request to protect our interest in the Equipment. YOU AUTHORIZE US TO FILE A COPY OF THIS LEASE AS A FINANCING STATEMENT AND FILE AT ANY TIME, FINANCING STATEMENTS COVERING THE EQUIPMENT; YOU HEREBY RATIFY AND AUTHORIZE ANY SUCH FILINGS WE MAY MAKE BEFORE YOU SIGN THIS LEASE. YOU ALSO AGREE TO PAY US ANY FEES ASSOCIATED WITH SUCH FILINGS AND AGREE THAT THOSE FEES MAY INCLUDE A PROFIT.

8. DEFAULT. Each of the following is a "Default" under this Lease: (a) you fail to pay any Lease Payment or any other payment within 10 days of its due date; (b) you do not perform any of your other obligations under this Lease or in any other agreement with us or with any of our affiliates; (c) you become insolvent, you dissolve, you assign your assets for the benefit of your creditors, you sell, transfer or otherwise dispose of all or substantially all of your assets, or you enter (voluntarily or involuntarily) any bankruptcy or reorganization proceeding; (d) without our prior written consent, you merge

or consolidate with any other entity and you are not the survivor of such merger or consolidation or you permit a transfer of a substantial portion of your ownership interests; (e) any guarantor of this Lease dies, does not perform its obligations under the guaranty, or becomes subject to one of the events listed in clause (c) of this Section 8; (f) there has been a material adverse change in your or any guarantor's financial, business, or operating condition; (g) you fail to perform in accordance with the covenants, terms and conditions of any material agreement with any other lender; or (h) you make or have made any false statements or misrepresentations to us.

9. REMEDIES. If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease and any or all other agreements that we have entered into with you; (b) we may require you to immediately pay us, AS COMPENSATION FOR LOSS OF OUR BARGAIN AND NOT AS A PENALTY, the sum of (i) all past due and current Lease Payments and Lease Charges, (ii) the present value of all remaining Lease Payments and Lease Charges, discounted at a rate of 6% per annum (or the lowest rate permitted by law, whichever is higher), and (iii) the Fair Market Value of the Equipment, (c) require you to immediately stop using all financed software and return all of the Equipment or allow us to take possession of the Equipment (in which case you shall be responsible for any damage to the Equipment other than ordinary wear and tear as determined in our sole discretion and in which case we shall not be responsible for any losses directly or indirectly arising out of, or by reason of the presence and/or use of any and all proprietary information residing on or within the Equipment), (d) we may lease or sell the Equipment or any portion thereof, and apply the proceeds less reasonable selling and administrative expenses, to the amounts due hereunder, and you will remain responsible for the remaining balance after such application; (e) charge you interest on all amounts due us from the due date until paid at the rate of 12% per annum, but in no event more than the lawful maximum rate; and (f) charge you for the expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, reasonable attorneys' fees and court costs. "Fair Market Value" of the Equipment means its fair market value at the end of the Term, assuming good order and condition as established by us. These remedies are cumulative and are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right. **10. FINANCE LEASE STATUS.** The parties intend this to be a "finance lease" under Article 2A of the Uniform Commercial Code ("UCC"). You waive all rights and remedies conferred upon a lessee by Article 2A of the UCC (608-522).

11. ASSIGNMENT; YOU MAY NOT ASSIGN, SELL, TRANSFER OR SUBLEASE THE EQUIPMENT OR YOUR INTEREST IN THIS LEASE. We may, without notifying you, sell, assign, or transfer this Lease and our rights in the Equipment. You agree that the assignee will have the same rights and benefits that we have now under this Lease but not our obligations. The rights of the assignee will not be subject to any claim, defense or set-off that you may have against us.

12. PURCHASE OPTION; AUTOMATIC RENEWAL. If no Default exists under this Lease, you will have the option at the end of the initial or any renewal term to purchase all (but not less than all) of the Equipment at the Purchase Option price shown on page 1 of this Lease, plus any applicable taxes. Unless the Purchase Option price is \$1,000, you must give us at least 90 days, but not more than 150 days, written notice before the end of the initial lease term, or any renewal term, if you will purchase the Equipment or that you will return the Equipment to us. If you do not give us such written notice or if you do not purchase or deliver the Equipment in accordance with the terms of this Lease, this Lease will automatically renew for one ninety (90) day period, followed by successive months to month renewal terms. During such renewal term(s) the Lease Payment will remain the same. We may cancel an automatic renewal term by sending you written notice 16 days prior to such renewal term. If the Fair Market Value Purchase Option has been selected, we will give us our reasonable judgment to determine the Equipment's in use and in place fair market value. If you do not agree with our determination of the Equipment's fair market value, the fair market value (in use and in place) will be determined at your expense by an independent appraiser selected by us. Upon payment of the Purchase Option price, we shall transfer our interest in the Equipment to you "AS-IS, WHERE-IS" without any representation or warranty whatsoever and this Lease will terminate.

13. INDEMNIFICATION. You are responsible for all losses, damage, claims, infringement claims, injuries, and attorneys' fee and costs ("Claims"), incurred or asserted by any person or entity, in any manner relating to the Equipment, including the use, condition, or possession. You agree to defend and indemnify us against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. This indemnity continues beyond the termination of this Lease, for acts or omissions which occurred during the term of this Lease. You also agree that this Lease has been entered into on the assumption that we may be entitled to certain tax benefits available to the owner of the Equipment. In the case of an FMV Lease or a 10% Lease, you agree to indemnify us for the loss of any income tax benefits caused by your acts or omissions inconsistent with such assumption of this Lease. In the event of any such loss, we may increase the Lease Payments and other amounts due to offset any such adverse effect.

14. CREDIT INFORMATION. YOU AUTHORIZE US OR ANY OF OUR AFFILIATES, ASSIGNEES, POTENTIAL PURCHASERS, OR INVESTORS TO OBTAIN CREDIT BUREAU REPORTS, AND MAKE OTHER CREDIT INQUIRIES THAT WE DETERMINE ARE NECESSARY. ON YOUR WRITTEN REQUEST, WE WILL INFORM YOU WHETHER WE HAVE REQUESTED A CONSUMER CREDIT REPORT AND THE NAME AND ADDRESS OF ANY CONSUMER CREDIT REPORTING AGENCY THAT FURNISHED A REPORT. YOU ACKNOWLEDGE THAT WITHOUT FURTHER NOTICE WE MAY USE OR REQUEST ADDITIONAL CREDIT BUREAU REPORTS TO UPDATE OUR INFORMATION SO LONG AS YOUR OBLIGATIONS TO US ARE OUTSTANDING.

15. EXECUTION AND DELIVERY. This Lease and other related documents (each a "document") may be executed in counterparts (manually or by electronic means) by either party and, when transmitted to us by fax or other electronic means, shall be binding on you for all purposes as if originally signed. No document is binding on us until we sign it. When a copy of each document containing your original, faxed or electronic signature is manually or electronically signed by us and in our possession, then such copy shall constitute the original document for all purposes and shall constitute the sole "chattel paper" as that term is defined in the UCC. If you sign or transmit any document to us electronically, you shall provide the counterpart of such document containing your original manual signature to us at our request. You agree not to raise as a defense to the enforcement of any document that it was executed by electronic means by either party, or transmitted to us by fax or other electronic means. If you elect to sign and transmit a Lease by fax or other electronic means, you waive notice of our acceptance of this Lease and receipt of a copy of the originally signed Lease.

16. FINANCIAL INFORMATION. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement submitted to us shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains.

17. PATRIOT ACT. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means to you: When you open an account, we will ask you for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

18. MISCELLANEOUS. You agree that the terms and conditions contained in this Lease make up the entire agreement between you and us regarding the lease of the Equipment. This Lease is not binding on us until we sign it and upon the satisfaction of the other conditions set forth in Section 1. Any change in any of the terms and conditions of this Lease must be in writing and signed by us. You agree, however, that we are authorized, without notice to you, to supply information or correct obvious errors in this Lease. If we delay or fail to enforce any of our rights under this Lease, we will still be entitled to enforce those rights at a later time. All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the U.S. Mail, addressed to the party receiving the notice at its address shown on page 1 of this Lease (or to any other address specified by that party in writing) with postage prepaid. All of our rights and indemnities will survive the termination of this Lease. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess will be applied to Lease Payments in inverse order of maturity, and any remaining excess will be refunded to you. If you do not perform any of your obligations under this Lease, we have the right, but not the obligation, to take any action or pay any amounts that we believe are necessary to protect our interests. You agree to reimburse us immediately upon our demand for such amounts that we pay. If more than one Lessee has signed this Lease, each of you agrees that your liability is joint and several. This Lease supersedes any purchase orders that relate to this transaction.



Company Information

Fayette County Government

Bill To Address

Fayette County Government
13095 N. Main Street
Somerville, TN 38068

Contacts

Dex Imaging Sales Representative

Name: Millie Cohen
Phone: 901.333.1074 ext 1074
Email: millie.cohen@deximaging.com

A/P Billing Contact

Name: Karley Tapp
Phone: 901.465.5202
Fax:
Email: ktapp@fayettetn.us



SALES ORDER / SERVICE AGREEMENT

EQUIPMENT DELIVERY LOCATION

Fayette County Government 13095 N. Main Street Somerville, TN 38068	Delivery Contact: Karley Tapp Phone: 901.465.5202 Email: ktapp@fayettetn.us
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EQUIPMENT

\$600 FP Service (Annually) - Parts and labor only									
B/W Base:	Copies Included: 0	Overage Rate: \$0.010000 /copy							
Color Base: \$0.00	Copies Included: 0	Overage Rate: /copy							
Included: Parts and labor only									
Make	Model	Serial#	ID#	ESP	B/W M.	Color M.	QTY	Admin	
FP	Postbase Pro DS			Yes			1		
Acc:	PBASEPLUS								
Acc:	PBASEPROA								
Acc:	PBASEDSFE								
Acc:	PDS								
Acc:	PDROPSTACKER								

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS APPEARING HEREON AND ON THE REVERSE SIDE HEREOF, AND BUYER AGREES TO BE BOUND THEREBY. NO MODIFICATIONS OR ADDITIONS THERETO SHALL BE BINDING UPON SELLER UNLESS EXPRESSLY CONSENTED TO IN WRITING BY AN OFFICER OF THE CORPORATION. CREDIT WILL NOT BE ISSUED ON RETURNED SUPPLIES OF ANY OPEN PACKAGES. ALL ORDERS ARE SUBJECT TO FINAL ACCEPTANCE BY DEX IMAGING LLC.

Special Instructions:



SALES ORDER / SERVICE AGREEMENT

INSTALLATION

- Standard
- Site survey by DEX personnel
 - Equipment delivered, preloaded and connected to customer network
 - Training via DEX YouTube channel
- White Glove - \$350 per device to be added to first invoice
- Site survey by DEX personnel
 - Equipment delivered, preloaded and fully network integrated
 - Hands on installation of required drivers and utilities
 - Customization and testing of desired functionality with customer stakeholders
 - Assistance with configuration of servers and infrastructure
 - Customization of device or driver settings specific to customer workflow requirements
 - Testing of the desired workflow and actively troubleshooting any workflow or integration challenges
 - Training done by DEX personnel

NOTE : White Glove option does not apply to production units

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS APPEARING HEREON AND ON THE REVERSE SIDE HEREOF, AND BUYER AGREES TO BE BOUND THEREBY. NO MODIFICATIONS OR ADDITIONS THERETO SHALL BE BINDING UPON SELLER UNLESS EXPRESSLY CONSENTED TO IN WRITING BY AN OFFICER OF THE CORPORATION. CREDIT WILL NOT BE ISSUED ON RETURNED SUPPLIES OF ANY OPEN PACKAGES. ALL ORDERS ARE SUBJECT TO FINAL ACCEPTANCE BY DEX IMAGING LLC.

EQUIPMENT SERVICE AGREEMENT TERMS AND CONDITIONS

SCOPE OF COVERAGE

This Agreement covers both labor and material for adjustments, repairs, and replacement of parts as necessitated by normal use of the equipment except for normal key operator responsibilities and others as herein provided. Damage to the equipment and/or its parts arising from misuse, abuse, negligence, or causes beyond DEX IMAGING' control (including acts of God or natural disasters) is not covered. In addition, DEX IMAGING may terminate this Agreement in the event that the equipment is modified, damaged, altered, or serviced by personnel other than those employed or authorized by DEX IMAGING, or if parts, accessories, or components not authorized by DEX IMAGING are fitted to the equipment.

DEX Industry Best

Guaranteed 4 Hour Response Time

1. BUSINESS HOURS FOR SERVICE

Unless DEX Industry Best or DEX Superior, maintenance services shall be provided hereunder only during DEX IMAGING normal business hours, which shall consist of 8:00 AM to 5:00 PM, Monday through Friday, exclusive of DEX IMAGING holidays and subject to change by DEX IMAGING.

2. EXTENT OF LABOR SERVICES, REPAIR, AND REPLACEMENT PARTS

Labor performed during a service call includes lubrication and cleaning of the equipment and the adjustments, repair, or replacement of parts. All parts necessary to the normal operation of the equipment will be furnished free of charge. In the event that the equipment is interfaced to a computer or computer network, this Agreement covers only the labor, parts, software, and updates that are provided by the equipment manufacturer which are necessary to interface the connected product. Service associated with application software, software updates on equipment not sold in conjunction with the connected product, reconfiguring, or modification to files and programs and network expansions to include NIC cards and Jet Direct cards are not covered under the Agreement. Networking and basic driver installation is available for \$100 to include up to 5 devices at the same location, or at the rate of \$125 per hour remotely; on site \$189 per hour. There is a one hour minimum for either of the hourly rates.

3. TERM

This Agreement shall become effective upon receipt and acceptance by DEX IMAGING and shall continue for 60 months, following date of first invoice. It shall be automatically renewed for successive one year periods.

AUTOMATIC RENEWAL This Agreement is subject to annual increase during the initial term and shall be automatically renewed upon the expiration of the initial term for successive renewal terms. In no case will the renewal or annual increase exceed a 12% price increase over the prior period.

TERMINATION The Initial Term of this Agreement shall be as set forth above. In the event that DEX IMAGING terminates this Agreement due to uncured Customer breach, or if the Customer elects to terminate Maintenance prior to the expiration of the Initial Term, or any subsequent Renewal Term, without cause, Customer will be responsible for the payment of early termination charges which shall be calculated as the average of the three (3) most recent billing periods, total billing multiplied by the number of months remaining in the unexpired Initial Term or Renewal Term.

CUSTOMER METER READING AND REPORTING OBLIGATIONS

Customer agrees to provide DEX IMAGING with accurate and timely meter readings at the end of each applicable billing period through the use of Patrol Monitoring Appliances during the Initial Term and all subsequent Renewal Terms. If a DEX IMAGING Patrol Box is installed, it must be returned upon termination of this Agreement or the Customer will be billed \$125.00. If DEX IMAGING Patrol WiFi units are deployed, they must be returned upon termination of this Agreement or Customer will be billed \$50 per unit. If Customer does not allow the use of Patrol Monitoring Appliances, then Customer is responsible for the manual reporting of meters on a timely basis.

4. CHARGES

The charge for maintenance under this Agreement shall be the amount set forth on the reverse side hereof. The charge with respect to any 12-month Renewal Term will be the charge in effect at the time of renewal. Customer agrees to pay the total of all charges for maintenance during the Term and any Renewal Term within fifteen (15) days of the date of invoice date for such charges. A copy/print 8.5" x 11". DEX Imaging reserves the right to add a fuel surcharge of \$10 per month per device if the average cost per gallon of regular gas exceeds \$4.00.

5. CUSTOMER CHANGES

Any Customer changes, alterations, attachments, or print coverage in excess of 8% may require a change in the charges set forth herein. DEX IMAGING also reserves the right to terminate this Agreement in the event that it shall determine that such changes, alterations, or attachments make it impractical for DEX IMAGING to continue to service the Equipment. Customer must advise DEX IMAGING of any equipment movements not performed by DEX IMAGING via the portal at www.deximaging.com. This can be completed by selecting machine movement found within the service dropdown located on the site.

6. ADDITIONAL EQUIPMENT

Any equipment added by Customer, subsequent to the commencement of this Agreement, will be added at the discretion of DEX.

7. EQUIPMENT REPLACEMENT

DEX, at its sole discretion, reserves the right to replace any equipment covered by this Agreement with a comparable or appropriate model. Additional equipment supplied by DEX will be governed by the contract type as delineated below.

CONTRACT TYPES

PREMIER – Service and Supplies for existing Customer devices. Replacement units supplied at the Customer expense.

PLATINUM – Service and Supplies for existing Customer devices as well as newly refurbished DEX provided devices. Additional devices and replacement devices not deemed to be at end of life require a minimum number of prints in addition to the originally contracted base. DEX supplied equipment will be added per the following schedule:

B/W Speed	Minimum Prints	Color Speed	Minimum Prints
11 to 22 PPM	1,000 / Month	10 – 30 PPM	250 / Month
23 to 50 PPM	2,000 / Month	Over 30 PPM	500 / Month
Over 50 PPM	5,000 / Month		

PLATINUM+ – Service and Supplies utilizing OEM toner and parts for existing Customer devices as well as new DEX provided devices.

* **PLATINUM/PLATINUM+** Contracts Only: All equipment delivered by DEX remains the property of DEX. Any printer removed from service by DEX, deemed to have reached the end of its useful life, will be replaced with a model of equal or greater value.

Upon termination of this Agreement, printers owned by DEX must be purchased by Customer within thirty (30) days at a mutually agreed upon price or Customer must deliver the equipment to DEX in good condition and repair to a location designated by DEX within sixty (60) days. Any printers owned by DEX which are not returned will be billed to the customer at replacement value.

8. POWER REQUIREMENTS

Equipment under this Agreement must have a DEX IMAGING approved surge protector/power filter. Customer agrees to provide the power recommended by the equipment manufacturer. Customer understands that service or parts required as a result of improper power, telephone lines, or computer cabling not supplied by DEX IMAGING or an authorized agent of DEX IMAGING may not be covered under this Agreement.

9. WAIVER OF JURY TRIAL

CUSTOMER HEREBY EXPRESSLY WAIVES TRIAL BY JURY AS TO ANY AND ALL ISSUES ARISING OUT OF, OR IN ANY WAY RELATED TO THIS EQUIPMENT ORDER.

10. BREACH OR DEFAULT

If the Customer does not pay all charges for maintenance, parts, or supplies as provided hereunder, promptly when due, or removes or disables Patrol Monitoring Appliances: (1) DEX IMAGING may (a) refuse to service the equipment, (b) furnish service on a C.O.D. "per call" basis at published rates, or invoice the customer for early termination charges in accordance with the termination paragraph, and (2) the Customer agrees to pay DEX IMAGING cost and expense of collecting including the maximum attorney's fees permitted by law.

If the equipment is moved to a new service zone, DEX IMAGING shall have the option to charge, and the Customer agrees to pay, the difference in published maintenance charges between current zone and new zone, assessed on a pro rata basis. If equipment is moved beyond DEX IMAGING' service zone, Customer agrees to pay a fair and reasonable up charge for continued service under this Agreement, taking into account the distance to Customer's new location and DEX IMAGING published rates for service on a "per call" basis.

11. NO WARRANTY

Other than the obligations set forth herein, DEX DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. DEX SHALL NOT BE RESPONSIBLE FOR DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF THE EQUIPMENT.

12. CONSUMABLES

Toner cartridges will be shipped via electronic alerts generated by a DEX Imaging approved Managed Print System. Manual orders can be placed for any units that do not report via the DEX Imaging approved Managed Print System. \$0.00085 will be added to the per impression rate shown on the front of this agreement in lieu of freight. In a cost per impression contract, all unused consumable items remain the property of DEX. At contract termination, all unused consumable items, toner Cartridges, develop, drums etc. must be promptly returned to DEX.

MISCELLANEOUS

This Agreement shall be governed by and construed according to the laws of the State of Florida and is applicable to agreements wholly negotiated, executed, and performed in the State. It constitutes the entire Agreement between the parties and may not be modified except in writing, signed by duly authorized officers of DEX.

Revision September 2022

SPECIAL INSTRUCTIONS

DEX SALES ASSOCIATE

Name: Millie Cohen

Date: March 10, 2023

APPROVALS

I have read and agree to all terms and conditions contained in this document.

DEX Imaging LLC

Fayette County Government

Dex Imaging Authorized Representative

Customer's Authorized Representative

Name: _____

Name: _____

Date: _____

Title: _____

Date: _____

Commissioner Steve Reeves made the motion to approve the budget amendment for archive training with no change to the fund balance. 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 28th day of March, 2023, 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 22/23 Mar-23

<u>Adjustment to Expenditure Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
51910		
Preservation of Records		
355 Travel		\$ 500.00
435 Office Supplies	\$ 1,000.00	
524 In-Service/Staff Development		\$ 500.00
Subtotal-51910	\$ 1,000.00	\$ 1,000.00
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:	\$ 1,000.00	\$ 1,000.00
Prior Estimated Expenditures		\$ 24,338,935.47
Total Estimated Expenditures this Amendment		\$ 24,338,935.47
Projected Fund Balance before Amendment		\$ 6,958,649.19
Change in Fund Balance this Amendment		\$ -
Estimated Ending Fund Balance as of June 30, 2023		\$ 6,958,649.19

Commissioner Steve Reeves made the motion to approve recovery court bringing money in for a contract grant with no change to the fund balance. The contract is known as Hope Restored. The motion was seconded by Commissioner Wiggins 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 28th day of March, 2023, 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 22/23 Mar-23

<u>Adjustment to Revenue Accounts:</u>		<u>INCREASE</u>	<u>DECREASE</u>
46980	Other State Grants	\$ 7,000.00	
TOTAL INCREASE/DECREASE TO REVENUE ACCOUNTS:		\$ 7,000.00	\$ -
<u>Adjustment to Expenditure Accounts:</u>		<u>DECREASE</u>	<u>INCREASE</u>
53330	Drug Court		
168	Temporary Personnel	\$ 48,250.00	
201	Social Security	\$ 2,992.00	
204	State Retirement	\$ 1,930.00	
205	Employee and Dependent Insurance	\$ 8,400.00	
212	Employer Medicare	\$ 702.00	
312	Contracts with Private Agencies		\$ 74,600.00
320	Dues and Memberships	\$ 110.00	
399	Other Contracted Services	\$ 1,330.00	
513	Workman's Compensation Insurance	\$ 186.00	
524	In-Service/Staff Development	\$ 3,700.00	
	Subtotal-53330	\$ 67,600.00	\$ 74,600.00
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:		\$ 67,600.00	\$ 74,600.00
Prior Estimated Expenditures			\$ 24,338,935.47
Total Estimated Expenditures this Amendment			\$ 24,345,935.47
Projected Fund Balance before Amendment			\$ 6,958,649.19
Change in Fund Balance this Amendment			\$ -
Estimated Ending Fund Balance as of June 30, 2023			\$ 6,958,649.19

Commissioner Steve Reeves made the motion to approve the purchase of a vehicle for the ambulance department and moving a vehicle from them to the property assessor with no change to the fund balance. The motion was seconded by Commissioner Wiggins 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 28th day of March, 2023, 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 22/23 Mar-23

<u>Adjustment to Expenditure Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
55130 Ambulance		
205 Employee and Dependent Insurance	\$ 28,160.00	
718 Motor Vehicles		\$ 43,160.00
Subtotal-55130	\$ 28,160.00	\$ 43,160.00
52300 Property Assessor's Office		
718 Motor Vehicles	\$ 15,000.00	
Subtotal-52300	\$ 15,000.00	\$ -
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:	\$ 43,160.00	\$ 43,160.00
Prior Estimated Expenditures		\$ 24,338,935.47
Total Estimated Expenditures this Amendment		\$ 24,338,935.47
Projected Fund Balance before Amendment		\$ 6,958,649.19
Change in Fund Balance this Amendment		\$ -
Estimated Ending Fund Balance as of June 30, 2023		\$ 6,958,649.19

Commissioner Steve Reeves stated that solid waste hauling contract and the school board budget amendment were tabled.

Commissioner Steve Reeves made the motion to approve the sheriff budget amendment with moving money around and no change to the fund balance. 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 28th day of March, 2023, 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 22/23
Mar-23**

<u>Adjustment to Expenditure Accounts:</u>		<u>DECREASE</u>	<u>INCREASE</u>
54110	Sheriff's Department		
106	Deputy(s)	\$ 70,000.00	
121	Data Processing Personnel	\$ 4,320.00	
161	Secretary(s)		\$ 4,320.00
187	Overtime Pay		\$ 70,000.00
355	Travel		\$ 2,500.00
425	Gasoline		\$ 13,000.00
524	In-Service/Staff Development	\$ 2,500.00	
708	Communication Equipment	\$ 4,140.34	
709	Data Processing Equipment		\$ 140.34
716	Law Enforcement Equipment		\$ 4,000.00
	Subtotal-54110	\$80,960.34	\$ 93,960.34
54150	Drug Enforcement		
108	Investigator(s)	\$ 10,000.00	
187	Overtime Pay		\$ 10,000.00
	Subtotal-54150	\$10,000.00	\$ 10,000.00
54210	Jail		
425	Gasoline	\$ 4,000.00	
	Subtotal-54210	\$4,000.00	\$ -
54900	Other Public Safety (Sheriff's Shop)		
425	Gasoline	\$ 9,000.00	
	Subtotal-54900	\$9,000.00	\$ -
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:		\$103,960.34	\$ 103,960.34

Prior Estimated Expenditures	\$ 24,338,935.47
Total Estimated Expenditures this Amendment	\$ 24,338,935.47
Projected Fund Balance before Amendment	\$ 6,958,649.19
Change in Fund Balance this Amendment	\$ -
Estimated Ending Fund Balance as of June 30, 2023	\$ 6,958,649.19

Commissioner Steve Reeves made the motion to approve the sell of equipment for the fire department with no change to the fund balance. The motion was seconded by Commissioner Rice 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 28th day of March, 2023, 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 22/23 Mar-23

<u>Adjustment to Revenue Accounts:</u>	<u>INCREASE</u>	<u>DECREASE</u>
44530 Sale of Equipment	\$ 1,985.45	
TOTAL INCREASE/DECREASE TO REVENUE ACCOUNTS:	\$ 1,985.45	\$ -
<u>Adjustment to Expenditure Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
54310 Fire Prevention & Control		
790 Other Equipment		\$ 1,985.45
Subtotal-54310	\$ -	\$ 1,985.45
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:	\$ -	\$ 1,985.45
Prior Estimated Expenditures		\$ 24,338,935.47
Total Estimated Expenditures this Amendment		\$ 24,340,920.92
Projected Fund Balance before Amendment		\$ 6,958,649.19
Change in Fund Balance this Amendment		\$ -
Estimated Ending Fund Balance as of June 30, 2023		\$ 6,958,649.19

Commissioner Steve Reeves made the motion to approve the resolution to apply for a community development block grant for a fire station. The motion was seconded by Commissioner Leggett and passed unanimously.

RESOLUTION TO APPLY FOR A COMMUNITY DEVELOPMENT BLOCK GRANT

FAYETTE COUNTY, TENNESSEE

WHEREAS, the Tennessee Community Development Block Grant Program has been established to assist local governments in meeting community development and housing needs consistent with the objectives as set forth in Title I of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, Fayette County acting by and through its County Commission proposes to apply for 2023 Community Development Block Grant (CDBG) funds for the purpose of performing eligible community development activities that will benefit residents in Fayette County.

WHEREAS, Fayette County will provide local financial support in conjunction with the CDBG funds to complete the above project(s); and

WHEREAS, under the terms and provisions of Title I of the Housing and Community Development Act of 1974, as amended, Fayette County as a recipient is required to designate and appoint a Financial Officer to perform certain duties in the administration of said grant.

NOW, THEREFORE, BE IT RESOLVED by the County Commission of Fayette County as follows:

THAT, Rhea Taylor, County Mayor, is hereby authorized to execute and submit an application with appropriate assurances to the State of Tennessee, Department of Economic and Community Development, Office of Program Management, requesting Fiscal Year 2023 Community Development Block Grant funds in the amount not to exceed \$600,000, plus any eligible Three-Star bonus allowance, for a Fire Station-Community Facility Project; and

THAT, Fayette County will be responsible for the local cash/match to be provided in full by the general account; and

THAT, Rhea Taylor, County Mayor, be and is hereby designated and appointed as Financial Officer under the terms and pursuant to the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and to perform on behalf of Fayette County, Tennessee, those acts and assume such duties as are consistent with said position.

READ AND ADOPTED this the _____ day of _____, 2023.

FAYETTE COUNTY, TN

ATTEST:

The chairman stated that under special committee the courthouse renovation committee looked at (4) four options. The first option was not do the project at all, which maintenance issues is the largest part of the project. The second option is to do a slim down version, the

result would not be as pleasing to look at and look like a job unfinished. The third option is to pay for the project as it was bid on, come back, and pay for it out of the fund balance. The fourth option is to pay for it and basically borrow the money and pay for it over a period. After much discussion with each committee, the chairman presented a resolution to reimburse. Commissioner Leggett made the motion to accept the bid and adopt the resolution as stated. The motion was seconded by Commissioner Wiggins and a roll call was asked.



PROJECT

DETAILS

BID OPENING TAB

County Courthouse HVAC, Lighting Systems
Upgrades,
and Elevator Addition for Fayette County,
Tennessee
Name: 22145.02
A2H #: 22145.02
A2H PM: Jeff Eakes

Date: February 21, 2023
Time: 2:00 PM
Location: 16755 US 64, 2nd Floor Courtroom,
Somerville, TN 38066

ORDER R/C/D	PLANNHOLDERS (IN ALPHABETICAL ORDER)	REQUIRED LABEL ON BID ENVELOPE	ATTENDED MANDATOR V PREBID	ADDENDU M 1	ADDENDU M 2	ADDENDU M 3	BID FORM Transferred by Addendum # in book	5% BID BOND	BASE BID AMOUNT	DEDUCTIVE ALTERNATE 1	DEDUCTIVE ALTERNATE 2	DEDUCTIVE ALTERNATE 3	TOTAL WITH ALL (9) DEDUCTIVE ALTERNATES
	Barnes & Brower	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	\$ 5,679,054.00	\$ (8,385.00)	\$ (16,850.00)	\$ (9,600.00)	\$ 5,594,219.00
	Belz Construction												
	Filet and Associates												
	NO BID RECEIVED												
	5 Westler Haining	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	\$ 4,448,000.00	\$ (8,860.00)	\$ (16,850.00)	\$ (12,800.00)	\$ 4,409,490.00
	Wagner General	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	\$ 4,698,000.00	\$ (9,500.00)	\$ (18,000.00)	\$ (10,000.00)	\$ 4,660,500.00

BID ENVELOPE REQUIREMENTS:

- Bid Envelope must be sealed.
- Name of Bidder
- Address and Phone Number of Bidder
- Bidder's License Number & Expiration Date
- License Classification ((Bid is <-\$25,000)
- Subcontractors License No. and Classification ((applicable)
- Name of Project
- Date of Bid Opening
- Bid Envelope must be addressed to:
Honorable Rhea Taylor
Mayor
Fayette County
13095 N. Main Street
Somerville, TN 38068



PROJECT	DETAILS		
Name: Fayette County Courthouse HVAC, Lighting System Upgrades, and Elevator Addition	Date:	February 28, 2023	
A2H #: 22145.02	Time:	7:00pm	
A2H PM: Jeff Eakes, RA	Location:	Somerville, TN	

Item #	Description	S. Wester Haining	A2H Opinion of Probable Cost	Cost Difference
		Amount	Amount	Amount
1	Sitework / Demo	\$13,654.00	\$9,100.00	\$4,554.00
2	Concrete / Masonry / and Elevator	\$219,000.00	\$0.00	\$219,000.00
3	Rough / Finish Carpentry / Drywall and Water Proofing and Caulking	\$699,930.00	\$414,770.51	\$285,159.49
4	Reinforcement	\$8,000.00	\$2,500.00	\$5,500.00
5	Structural Steel	\$65,880.00	\$22,500.00	\$43,380.00
6	Roofing	\$354,396.00	\$295,975.00	\$58,421.00
7	Doors / Fin. Hardware	\$6,725.00	\$0.00	\$6,725.00
8	Glazing	\$20,169.00	\$16,500.00	\$3,669.00
9	2x2 Accoustical Ceiling	\$39,425.00	\$56,696.44	-\$17,271.44
10	Accoustical Panels	\$29,751.00	\$55,000.00	-\$25,249.00
11	Ceramic Tile	\$2,500.00	\$0.00	\$2,500.00
12	Louvers	\$2,000.00	\$1,800.00	\$200.00
13	Louvered Fence	\$38,097.00	\$30,000.00	\$8,097.00
14	Terrazo	\$9,500.00	\$0.00	\$9,500.00
15	Rated Access Panel	\$1,800.00	\$5,656.00	-\$3,856.00
16	Exterior Access Panel	\$2,712.00	\$0.00	\$2,712.00
17	Knox Box	\$550.00	\$0.00	\$550.00
18	Plumbing / HVAC	\$1,445,950.00	\$1,126,870.00	\$319,080.00
19	Electrical	\$981,360.00	\$234,410.00	\$746,950.00
20	Taxes / Insurance	\$55,666.00	\$0.00	\$55,666.00
21	Permit	\$1,435.00	\$0.00	\$1,435.00
22	P & P Bond	\$40,661.00	\$0.00	\$40,661.00
23	General Conditions	\$125,234.00	\$125,000.00	\$234.00
24	Contingency Allowance	\$20,000.00	\$126,146.21	-\$106,146.21
25	Inspection / Testing	\$10,000.00	\$0.00	\$10,000.00
26	Door Hardware Allowance	\$4,000.00	\$0.00	\$4,000.00
27	Hazardous Material Allowance	\$20,000.00	\$0.00	\$20,000.00
TOTAL:		\$4,218,395.00	\$2,522,924.16	\$1,695,470.84

I hereby certify that the above Bid Tabulation is true and correct to the best of my knowledge.

Resolution to Reimburse Expenses Related to Courthouse Renovation

The Board of County Commissioners of Fayette County, Tennessee, met in regular session at the Fayette County Justice Center in Somerville, Tennessee, on Tuesday, March 28, 2023 at 7:00 o'clock p.m. with the Honorable Rhea Taylor, Chairman, presiding.

The following Commissioners present:

The following Commissioners absent:

There was also present Shana N. Burch, County Clerk and Richard Rosser, County Attorney.

Public notice of the time, place and purpose of the meeting had been given and accordingly, the meeting was called to order.

The following resolution was introduced by _____, seconded by _____, and after due deliberation, were adopted by the following vote:

AYE:

NAY

With Commissioner's Terrye Canady, David Crislip, Tim Goodroe, Steve Laskoski, Terry Leggett, Win Moore, Jim Norton, Tommy Perkins, Mike Reeves, Steve Reeves, Elizabeth Rice, Betty Salmon, Robert Sills, David Webb, and Adrian Wiggins voting yes. Commissioner's Claude

Oglesby and Larry Watkins voting no. Commissioner Ray Seals abstaining. The vote passed with fifteen (15) voting yes, two (2) voting no, and one (1) abstention.

*ROLL CALL
FAYETTE COUNTY BOARD OF COMMISSIONERS*

Courthouse Resolution

	YES	NO	ABSTAIN
<i>Canady, Terrye</i>			
<i>Crislip, David</i>			
<i>Goodroe, Tim</i>			
<i>Laskoski, Steve</i>			
<i>Leggett, Terry</i>			
<i>Moore, Win</i>			
<i>Norton, Jim</i>			
<i>Oglesby, Claude</i>			
<i>Perkins, Tommy</i>			
<i>Reeves, Mike</i>			
<i>Reeves, Steve</i>			
<i>Rhea, Matt</i>			
<i>Rice, Elizabeth</i>			
<i>Salmon, Betty</i>			
<i>Seals, Ray</i>			
<i>Sills, Robert</i>			
<i>Watkins, Larry</i>			
<i>Webb, David</i>			
<i>Wiggins, Adrian</i>			
<i>Total</i>	15	2	1

The chairman introduced the budget amendment for the courthouse. Commissioner Perkins made the motion to approve. The motion was seconded by Commissioner Leggett and a roll call was asked.

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 28th day of March, 2023, 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 22/23
Mar-23**

<u>Adjustment to Expenditure Accounts:</u>		<u>DECREASE</u>	<u>INCREASE</u>
58900	Miscellaneous		
799	Other Capital Outlay		\$ 1,500,000.00
	Subtotal-58900	\$ -	\$ 1,500,000.00
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:		<u>\$ -</u>	<u>\$ 1,500,000.00</u>
Prior Estimated Expenditures			\$ 24,338,935.47
Total Estimated Expenditures this Amendment			\$ 25,838,935.47
Projected Fund Balance before Amendment			\$ 6,958,649.19
Change in Fund Balance this Amendment			\$ (1,500,000.00)
Estimated Ending Fund Balance as of June 30, 2023			\$ 5,458,649.19

With Commissioner’s Terrye Canady, David Crislip, Tim Goodroe, Steve Laskoski, Terry Leggett, Win Moore, Jim Norton, Tommy Perkins, Mike Reeves, Steve Reeves, Elizabeth Rice, Betty Salmon, Robert Sills, David Webb, and Adrian Wiggins voting yes. Commissioner’s Claude Oglesby and Larry Watkins voting no. Commissioner Ray Seals abstaining. The motion passed with fifteen (15) voting yes, two (2) voting no, and one (1) abstention.

*ROLL CALL
FAYETTE COUNTY BOARD OF COMMISSIONERS*

Courthouse Budget

	<i>YES</i>	<i>NO</i>	<i>ABSTAIN</i>
<i>Canady, Terrye</i>			
<i>Crislip, David</i>			
<i>Goodroe, Tim</i>			
<i>Laskoski, Steve</i>			
<i>Leggett, Terry</i>			
<i>Moore, Win</i>			
<i>Norton, Jim</i>			
<i>Oglesby, Claude</i>			
<i>Perkins, Tommy</i>			
<i>Reeves, Mike</i>			
<i>Reeves, Steve</i>			
<i>Rhea, Matt</i>		—	
<i>Rice, Elizabeth</i>			
<i>Salmon, Betty</i>			
<i>Seals, Ray</i>			
<i>Sills, Robert</i>			
<i>Watkins, Larry</i>			
<i>Webb, David</i>			
<i>Wiggins, Adrian</i>			
<i>Total</i>	<i>15</i>	<i>2</i>	<i>1</i>

The chairman then introduced the debt resolution. Commissioner Leggett made the motion to approve. The motion was seconded by Commissioner Mike Reeves with a roll call asked.

A RESOLUTION DECLARING INTENT OF FAYETTE COUNTY, TENNESSEE TO REIMBURSE ITSELF FOR CERTAIN EXPENDITURES WITH THE PROCEEDS OF BONDS, NOTES AND/OR LOANS TO BE ISSUED BY THE COUNTY.

WHEREAS, Fayette County, Tennessee (the "County") has determined that it is necessary and advisable for the County to issue bonds, notes and/or loans for the (i) acquisition of land for and the construction, improvement, renovation and equipping of the courthouse and other public buildings and facilities; (ii) the acquisition of all property, real and personal, appurtenant thereto or connected thereto; and (iii) the payment of legal, fiscal, administrative, architectural and engineering costs incident thereto (collectively, the "Projects"); and

WHEREAS, it is the intention of the Board of County Commissioners of Fayette County that the County issue bonds, notes and/or loans to pay the costs incurred in connection with the Projects; and

WHEREAS, it is anticipated that it will be necessary to make expenditures in payment of certain of the expenses incurred in connection with such development prior to the issuance of said bonds, notes and/or loans; and

WHEREAS, the Board of County Commissioners of Fayette County wishes to state its intentions with respect to reimbursements for said expenditures in accordance with the requirements of final regulations applicable thereto promulgated by the United States Department of the Treasury;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Fayette County, Tennessee, as follows:

Section 1. It is reasonably expected that the County will reimburse itself for certain expenditures made by it in connection with the Projects by issuing the bonds, notes and/or loans. This resolution shall be placed in the minutes of the County and shall be made available for inspection by the general public at the office of the County. This resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.

Section 2. The maximum principal amount of bonds, notes and/or loans expected to be issued for the Project is \$4,400,000.

Section 3. All expenditures for the Project for which reimbursement will be made have occurred within a maximum of sixty (60) days prior to the date of this Resolution and at any time after the date of this resolution.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Section 5. This resolution shall take effect immediately.

Adopted and approved this 28th day of March, 2023.

/s/ _____
County Mayor

ATTEST:

/s/ _____
County Clerk

With Commissioner's Terrye Canady, David Crislip, Tim Goodroe, Steve Laskoski, Terry Leggett, Win Moore, Jim Norton, Tommy Perkins, Mike Reeves, Steve Reeves, Elizabeth Rice, Betty Salmon, Robert Sills, David Webb and Adrian Wiggins voting yes. With Commissioner's Claude Oglesby and Larry Watkins voting no. Commissioner Ray Seals abstaining. With fifteen (15) commissioners voting yes, two (2) voting no, and one (1) abstention.

ROLL CALL
FAYETTE COUNTY BOARD OF COMMISSIONERS

Courthouse Debt

	<i>YES</i>	<i>NO</i>	<i>ABSTAIN</i>
<i>Canady, Terrye</i>			
<i>Crislip, David</i>			
<i>Goodroe, Tim</i>			
<i>Laskoski, Steve</i>			
<i>Leggett, Terry</i>			
<i>Moore, Win</i>			
<i>Norton, Jim</i>			
<i>Oglesby, Claude</i>			
<i>Perkins, Tommy</i>			
<i>Reeves, Mike</i>			
<i>Reeves, Steve</i>			
<i>Rhea, Matt</i>		—	
<i>Rice, Elizabeth</i>			
<i>Salmon, Betty</i>			
<i>Seals, Ray</i>			
<i>Sills, Robert</i>			
<i>Watkins, Larry</i>			
<i>Webb, David</i>			
<i>Wiggins, Adrian</i>			
<i>Total</i>	<i>15</i>	<i>2</i>	<i>1</i>

Next the chairman brought forward a Opioid State Mediation Agreement which allows additional monies to be paid into a fund with the state that will allow the counties to apply for Opioid grants. Commissioner Leggett made the motion for approval. The motion was seconded by Commissioner Steve Reeves and passed unanimously.

STATE OF TENNESSEE)

COUNTY OF FAYETTE)

I, Shana N. Burch, hereby certify that I am the duly qualified and acting County Clerk of Fayette County, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of the governing body of Fayette County held on March 28, 2023; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to the reimbursement of funds to the Project Fund of the County for the Projects, as described therein.

WITNESS my official signature and seal of said County this 28th day of March, 2023.

/s/ _____
County Clerk

(SEAL)

A RESOLUTION AUTHORIZING FAYETTE COUNTY TO
JOIN THE STATE OF TENNESSEE AND OTHER LOCAL
GOVERNMENTS IN AMENDING THE TENNESSEE STATE-
SUBDIVISION OPIOID ABATEMENT AGREEMENT AND
APPROVING THE RELATED SETTLEMENT AGREEMENTS

WHEREAS, the opioid epidemic continues to impact communities in the United States,
the State of Tennessee, and Fayette County, Tennessee.

WHEREAS, Fayette County has suffered harm and will continue to suffer harm as a result
of the opioid epidemic;

WHEREAS, the State of Tennessee and some Tennessee local governments have filed
lawsuits against opioid manufacturers, distributors, and retailers, including many federal lawsuits
by Tennessee counties and cities that are pending in the litigation captioned In re: National
Prescription Opiate Litigation, MDL No. 2804 (N.D. Ohio) (the MDL case is referred to as the
“Opioid Litigation”);

WHEREAS, Fayette County has previously joined settlements with three pharmaceutical
distributors and a manufacturer;

WHEREAS, certain pharmaceutical manufacturers and retail pharmacy chains have
proposed settlements that Fayette County finds acceptable and in the best interest of the
community;

WHEREAS, the Tennessee legislature enacted Public Chapter No. 491 during the 2021
Regular Session of the 112th Tennessee General Assembly and was signed into law by Governor
Bill Lee on May 24, 2021, which addresses the allocation of funds from certain opioid litigation
settlements;

WHEREAS, there is currently proposed legislation that would apply the statutory
provisions passed in 2021 to the new manufacturer and retail pharmacy chain settlements;

WHEREAS, the State of Tennessee, non-litigating counties, and representatives of various local governments involved in the Opioid Litigation have adopted a unified plan for the allocation and use of certain prospective settlement and bankruptcy funds from opioid related litigation (“Settlement Funds”);

WHEREAS, the Tennessee State-Subdivision Opioid Abatement Agreement (the “Tennessee Plan”), attached hereto as “Exhibit A,” sets forth the framework of a unified plan for the proposed allocation and use of the Settlement Funds;

WHEREAS, amendments to the Tennessee Plan, attached hereto as “Exhibit B,” would extend its terms to the proposed settlements, streamline accounting for certain settlement funds, and address the allocation of certain funds from a manufacturer in bankruptcy; and

WHEREAS, participation in the settlements by a large majority of Tennessee cities and counties will materially increase the amount of settlement funds that Tennessee will receive from pending proposed opioid settlements;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF FAYETTE COUNTY, TENNESSEE,

Section 1. That Fayette County finds that the amendments to the Tennessee Plan are in the best interest of Fayette County and its citizens because they would ensure an effective structure for the commitment of Settlement Funds to abate and seek to resolve the opioid epidemic.

Section 2. That Fayette County hereby expresses its support for a unified plan for the allocation and use of Settlement Funds as generally described in the Tennessee Plan.

Section 3. That the Fayette County Mayor is hereby expressly authorized to execute the amendments to the Tennessee Plan in substantially the form attached as Exhibit “B” and the County Mayor is hereby authorized to execute any formal agreements necessary to implement a

unified plan for the allocation and use of Settlement Funds that is substantially consistent with the Tennessee Plan and this Resolution.

Section 4. That the Fayette County Mayor is hereby expressly authorized to execute any formal agreement and related documents evidencing Fayette County's agreement to the settlement of claims [and litigation] specifically related to Teva Pharmaceutical Industries, Ltd., Allergan Finance, LLC, CVS Health Corporation, Walgreen Co., Walmart, Inc., and any other settlement of opioid-related claims that Tennessee has joined.

Section 5. That the Fayette County Mayor is authorized to take such other action as necessary and appropriate to effectuate Fayette County's participation in the Tennessee Plan and these settlements.

Section 6. This Resolution is effective upon adoption, the welfare of Fayette County, Tennessee requiring it.

ADOPTED this the 28th day of March, 2023.

BY: _____

Rhea Taylor, Fayette County Mayor

ATTEST: _____

Shana Burch, Fayette County Clerk

EXHIBIT A

Tennessee State-Subdivision Opioid Abatement Agreement

I. Definitions

For all sections of this Agreement, the definitions for terms set out in this Section I apply. The Agreement also uses additional terms that are defined in the Distributor/J&J Settlements and other agreements. In such instances, which are clearly stated, those terms are defined by those agreements.

A. "2021 Legislation." Public Chapter No. 491 passed during the 2021 Regular Session of the 112th Tennessee General Assembly and signed into law by Governor Bill Lee on May 24, 2021. For ease of reference purposes only, a copy of Public Chapter No. 491 is attached.

B. "Agreement." This document, the Tennessee State-Subdivision Opioid Abatement Agreement, a "state-subdivision opioid abatement agreement" as defined in the 2021 Legislation, Section 5(7) and Section 13(6). This Agreement is also a "State-Subdivision Agreement" as defined in the Distributor/J&J Settlement Agreements and a "Statewide Abatement Agreement" as defined in the Purdue Pharma L.P. and Mallinckrodt PLC bankruptcy plans.

C. "Distributor/J&J Settlements." The settlements consisting of the joint settlement agreement with distributors McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation and their subsidiaries and other related entities and the settlement agreement with manufacturer Johnson & Johnson, its Janssen subsidiaries and other subsidiaries and related entities. Both settlements qualify as Statewide Opioid Settlement Agreements.

D. "Joint Abatement Bankruptcy Plan." A plan confirmed in federal bankruptcy court under Title 11 of the United States Code that resolves state and subdivision claims related to the manufacture, marketing, distribution, dispensing, or sale of opioids in a manner that allocates funds for abatement jointly to the state and its subdivisions. The plans in the Purdue Pharma L.P. and Mallinckrodt PLC bankruptcy cases are examples of Joint Abatement Bankruptcy Plans.

E. "Opioid Abatement Council." The council created by the 2021 Legislation, Sections 3-9.

F. "Relevant Funds." Funds that, pursuant to a Joint Abatement Bankruptcy Plan, are allocated to the State for the claims of the State and its Subdivisions and that must be dedicated to opioid abatement programs.

G. "State." The State of Tennessee.

H. "State-Only Opioid Settlement Agreement." A settlement agreement entered into by the State and one or more entities involved in activities related to the manufacture, marketing, distribution, dispensing, or sale of opioids in which there are not provisions for Subdivision joinder.

I. “State Opioid Judgment.” A judgment obtained by the State against one or more entities involved in activities related to the manufacture, marketing, distribution, dispensing, or sale of opioids.

J. “Statewide Opioid Settlement Agreement.” A settlement agreement entered into by the State and one or more entities involved in activities related to the manufacture, marketing, distribution, dispensing, or sale of opioids in which subdivision claims are addressed.

K. “Statutory Bar.” A law barring all subdivisions (not limited to counties and municipalities) in the state from maintaining released claims against released entities, either through a direct bar or through a grant of authority to release claims. The 2021 Legislation, Sections 10-19 establishes a grant of authority process for a statutory bar to be enacted for the entities addressed in the Distributor/J&J Settlements.

L. “Subdivision.” A Tennessee county or municipality.

M. “Subdivision-Only Opioid Settlement Agreement” A settlement agreement between one or more Subdivisions and one or more entities involved in activities related to the manufacture, marketing, distribution, dispensing, or sale of opioids that does not include the State as a party.

N. “Subdivision Opioid Judgment.” A judgment obtained by one or more Subdivisions against one or more entities involved in activities related to the manufacture, marketing, distribution, dispensing, or sale of opioids.

O. “Tennessee Opioid Abatement Fund.” The opioid abatement trust fund established by the 2021 Legislation, Sections 1-2.

II. Interaction of this Agreement with Settlements, Bankruptcy Plans and Legislation

This Agreement replaces certain default provisions in specified State Opioid Settlement Agreements and Joint Abatement Bankruptcy Plans. Certain default provisions are also replaced by the 2021 Legislation and consent judgments will be filed for State Opioid Settlement Agreements. Thus, there will be multiple sources of authority for the application of each settlement agreement or bankruptcy plan. While parts of the 2021 Legislation are described in this Agreement, such descriptions do not supersede the statutory language, which is controlling.

III. Allocation of Funds in the Distributor/J&J Settlements

The Distributor/J&J Settlements allow for payment and allocation default provisions to be replaced by state-subdivision agreements, by statute, and other means. As referenced below, the 2021 Legislation addressed some of the default provisions in these settlements. This Agreement makes a few additional changes to the default provisions. As described below, some default provisions remain in place.

A. Allocation among three sub-funds. The Distributor/J&J Settlements initially allocate the vast majority of settlement funds among three sub-funds for each state: the “State Fund,” the “Abatement Accounts Fund,” and the “Subdivision Fund.”¹ Subject to the terms of the specific settlement agreements and assuming full subdivision participation and maximum payments, allocation among the three Tennessee sub-funds shall remain the same as with the default provision: 15% to the State Fund, 70% to the Abatement Accounts Fund, and 15% to the Subdivision Fund.

B. Use of funds. The Distributor/J&J Settlements have provisions concerning the use of funds and those are controlling.² Generally they require that money from all three sub-funds be used for “Opioid Remediation” as that term is defined in those agreements. Such definitions include restitution for past abatement within the definition of remediation.

C. State Fund. The 15% State Fund shall be directed to the State’s general fund unless directed to the Tennessee Opioid Abatement Fund by future legislation.

D. Abatement Accounts Fund.

1. The 70% Abatement Accounts Fund shall be directed to the Tennessee Opioid Abatement Fund.

2. The 2021 Legislation fully replaces the default provisions for the Abatement Accounts Fund.³ Among the legislative provisions is the requirement that for the Distributor/J&J Settlements funds deposited into the Tennessee Opioid Abatement Fund, the Opioid Abatement Council shall disburse 35% of these proceeds to counties that join the settlements to be spent on opioid abatement and remediation pursuant to Subsections 6(q)-(s). 2021 Legislation Section 6(p).

3. The 2021 Legislation allows for a state-subdivision agreement to determine the metrics used in allocating certain funds among participating counties. 2021 Legislation, Section (6)(q). It is agreed that the allocation formula shall use data for fatal and non-fatal opioid overdoses, opioid sales measured by morphine milligram equivalents, and population. Details and agreed terms regarding the metrics, the updating of allocation percentages, and the initial allocation percentages for each county is set out in Exhibit A.

E. Subdivision Fund.

1. The 15% Subdivision Fund shall generally be directed to the Subdivisions participating in the Distributor/J&J Settlements pursuant to the default provisions of those agreements, including the allocation of funds for non-litigating municipalities with populations under 10,000 to their respective counties.

¹ “State Fund,” Abatement Accounts Fund,” and “Subdivision Fund” are all defined terms in the Distributor/J&J Settlement agreements. They are sub-funds of the settlements’ “Settlement Fund” into which the companies make base and incentive payments pursuant to the settlement agreements.

² Some examples are distributor agreement Subsections V.B.1-2 and J&J agreement Subsections VI.B. 1-2.

³ These are mainly found in distributor agreement Section V.E and J&J agreement Section VI.E.

2. The default provisions are adjusted for non-litigating municipalities in participating counties that both (1) have populations of 10,000 to 30,000 per the 2019 U.S. Census estimate and (2) have a Subdivision Fund allocation percentage less than 0.5%.⁴ The allocations for such municipalities shall be directed to their respective counties if the county is a participating subdivision. (If the county is not a participating subdivision, the funds are not redirected to the county.) The reallocation for such municipalities located in multiple counties will be divided among those counties pursuant to the data used in Exhibit G of the Distributor/J&J Settlements. These redirected funds to certain counties shall be spent on future opioid abatement and shall be subject to the same statutory requirements as the Abatement Accounts Fund money the county receives from the Tennessee Opioid Abatement Fund. These redirected funds to certain counties are in addition to the funds allocated to participating counties pursuant to 2021 Legislation Section 6(p) and should not be included in calculating or disbursing the 35% amount allocated to participating counties. Such redirected funds should also not be viewed as an additional recovery by the county for purposes of calculating any contingency fees agreements.

F. Attorneys' fees and costs. The Distributor/J&J Settlements have provisions for funds dedicated to or related to attorneys' fees, costs, and/or expenses. There are also funds for states without outside counsel, identified as "Additional Restitution Funds." Such funds shall be allocated pursuant to such agreements and are not addressed by this Agreement.

IV. Allocation of Funds for other Statewide Opioid Settlement Agreements

A. Application to future settlements. To the extent allowed by such agreement and subject to IV.B.2 of this Agreement, the provisions in Section III above shall replace default provisions in, and apply to, any future Statewide Opioid Settlement Agreement in which Tennessee counties and municipalities are able to join and receive benefits, either directly or indirectly, in exchange for a release of claims.⁵ Not all municipalities need to be eligible to join such a settlement for the provisions of this Section IV to apply. Indirect benefits include funds being allocated to counties and/or the Tennessee Opioid Abatement Fund.

B. Exceptions. The application of Section IV.A. is limited, as follows:

1. The directing of 35% of Abatement Funds to the counties pursuant to the 2021 Legislation Section 6(p) shall not apply to any Statewide Opioid Settlement Agreement that includes an incentive or other benefit for a Statutory Bar unless (a) Section 19 of the 2021 Legislation is amended to specifically allow a Statewide Opioid Settlement Agreement release for the settling entity or entities or (b) another statute that qualifies as a Statutory Bar for such settlement is enacted. Should such settlement become effective prior

⁴ For the avoidance of doubt, a non-litigating municipality with a population between 10,000 and 30,000 that has a Subdivision Fund allocation percentage of 0.5% or greater is not affected by this subsection and receives its direct allocation from the Subdivision Fund.

⁵ For the avoidance of doubt, the Section III provisions include the 15%/70%/15% allocation of settlement funds among the three sub-funds.

to the enactment of a Statutory Bar addressing claims against the settling entity or entities, 35% of the funds directed to the Tennessee Opioid Abatement Fund shall be withheld and not allocated until the earlier of (1) the enactment of such a Statutory Bar or (2) a full regular session of the Tennessee General Assembly has occurred.

2. Section IV.A shall not apply to any Statewide Opioid Settlement Agreement unless the application of this Agreement to such settlement is approved by a majority of (a) counties and (b) municipalities having a population over 30,000 after such settlement is negotiated and provided to such subdivisions. Whether there is majority approval shall be measured by population of the relevant subdivisions. Population figures shall be from the most recently published U.S. Census population figures (actual count or estimate) for a year for which data is available for both counties and municipalities.

3. Section IV.A shall not apply to any Statewide Opioid Settlement Agreement with Endo International plc. or its subsidiaries.

C. Statutory provisions. The language in this section does not address or control whether any default provisions in a Statewide Opioid Settlement Agreement are replaced by the 2021 Legislation or any other statutory provision if Section IV.A does not apply to such settlement.

V. Allocation of Funds for Opioid-Related Claims in Joint Abatement Bankruptcy Plans

A. Relevant Funds. Multiple opioid manufacturers have filed for bankruptcy in actions for which the State and many Subdivisions are creditors for opioid-related claims. These companies include Purdue and Mallinckrodt. It is anticipated that other entities involved in activities related to the manufacture, marketing, distribution, dispensing, or sale of opioids may also file for bankruptcy and that the State and one or more Subdivisions will pursue opioid-related claims in those actions. Funds allocated to the State and Subdivisions for such claims shall be disbursed pursuant to the confirmed bankruptcy plan for the relevant entity, including requirements for funds to be used for future abatement. It is anticipated that one or more of such plans shall include the allocation of Relevant Funds that must be dedicated to opioid abatement programs. All Relevant Funds shall be placed in the Tennessee Opioid Abatement Fund and allocated pursuant to Sections V.B. Relevant Funds do not include funds disbursed through bankruptcy plans that are not restricted to abatement or that are disbursed for claims that are unrelated to the opioid crisis.

B. Allocation of Relevant Funds. To the extent permissible under the subject bankruptcy plan, Relevant Funds from Joint Abatement Bankruptcy Plans shall be allocated in the same manner as the Abatement Account Funds from the Distributor/J&J Settlements are disbursed under Section III.D and the 2021 Legislation. Thus, the Opioid Abatement Council shall disburse 35% of the proceeds from such bankruptcy plans to the counties subject to 2021 Legislation

Subsections 6(q)-(s). All default provisions related to Relevant Funds in such bankruptcy plans are replaced by this Agreement.⁶

C. Exception. Section V shall not apply to any bankruptcy plan for Endo International plc. or its subsidiaries.

D. Statutory provisions. The language in this section does not address or control whether any default provisions in a Joint Abatement Bankruptcy Plan are replaced by the 2021 Legislation or any other statutory provision if Sections V.A-B do not apply to such bankruptcy plans.

VI. No Application to Other Funds

A. State-Only Opioid Settlement Agreements and State Opioid Judgments. The Attorney General may direct funds from a State-Only Opioid Settlement Agreement or a State Opioid Judgment to the Tennessee Opioid Abatement Fund. Subject to the terms of specific agreements and any conditions placed on the funds prior to their being placed in the Tennessee Opioid Abatement Fund, the funds shall be allocated by the Opioid Abatement Council pursuant to the 2021 Legislation. The allocation and other provisions in this Agreement that apply to certain Statewide Opioid Settlement Agreements and to certain funds from Joint Abatement Bankruptcy Plans do not apply to funds from State-Only Opioid Settlement Agreements or State Opioid Judgments.

B. Subdivision-Only Settlement Agreements and Subdivision Judgments. The allocation and other provisions in this Agreement that apply to certain Statewide Opioid Settlement Agreements and to certain funds from Joint Abatement Bankruptcy Plans do not apply to funds from Subdivision-Only Opioid Settlement Agreements or Subdivision Opioid Judgments.

VII. Adoption and Amendment of Agreement

A. Controlling Authority. For this Agreement to replace default provisions in the Distributor/J&J Settlements, it must be adopted by statute or approved by the State and a sufficient number of Subdivisions as set forth in Exhibit O of those settlements. For this Agreement to replace default provisions in the Purdue and other bankruptcy plans, it is anticipated that it will need to be approved by the State and a sufficient number of Subdivisions as set forth in the specific bankruptcy plans. There are similar requirements for amending state-subdivision agreements such as this Agreement. It is understood that the approval process and participation requirements set out in this Section VII meet the requirements of these settlement agreements and anticipated bankruptcy plans. For any settlement agreement or bankruptcy plan that allows for a state-subdivision agreement to determine the requirements for amendment of a state-subdivision

⁶ For example, the provisions related to the default "Government Participation Mechanism" in the Purdue bankruptcy plan are not applicable with the adoption of this Agreement (which incorporates the Opioid Abatement Council).

agreement, the approval process and participation requirements set out in this Section VII for an amended agreement shall control. Similarly, if this Agreement is adopted by statute, the approval process and participation requirements set out in this Section VII for an amended agreement shall control.

B. Adoption of Agreement. This Agreement is adopted if it is approved by the Attorney General, on behalf of the State, and either (1) Subdivisions whose aggregate "Population Percentages," determined as set forth below, total more than 60%, or (2) Subdivisions whose aggregate Population Percentages total more than 50%, provided that these Subdivisions also represent 15% or more of the counties, by number.

C. Population Percentage Calculation. Population Percentages shall be determined as follows: The Population Percentage of each county shall be deemed to be equal to (1) (a) 200% of the population of such county minus (b) the aggregate population of all Primary Municipalities located in such county, divided by (2) 200% of the state's population. A Primary Municipality means a municipality with a population of at least 25,000. The Population Percentage of each Primary Municipality shall be equal to its population divided by 200% of the state's population. (The result of these calculations is that every person is counted twice: everyone in a Primary Municipality is counted once for that municipality; everyone is counted at least once for their county; and those not in a Primary Municipality are counted a second time for their county.) Except as required by a specific settlement agreement or bankruptcy plan, the population figures for these calculations shall be the 2020 U.S. Census counts for the initial adoption of the Agreement and, for adoption of an amended agreement, the most recently published U.S. Census population figures (actual count or estimate) for a year for which data is available for both counties and municipalities.

D. Amendment of Agreement. This Agreement may be amended if that amended agreement is approved by the Attorney General, on behalf of the State, and either (1) Subdivisions whose aggregate Population Percentages, determined as set forth above, total more than 60%, or (2) Subdivisions whose aggregate Population Percentages total more than 50% provided that these Subdivisions also represent 15% or more of the counties, by number.

VIII. Effect of Agreement

Nothing in this Agreement is intended to abridge or enlarge the authority of the Attorney General, the State, or the subdivisions, except as expressly stated herein.

Exhibit A: County Allocation for Opioid Abatement Fund

Certain abatement funds are allocated by county pursuant to the 2021 Legislation and/or the provisions of this Agreement. The allocations shall be set consistent with the 2021 Legislation and as set forth below.

A. County Allocation Data. The following data shall be used in the county allocation calculations:

1. Fatal opioid overdose data collected by the Tennessee Department of Health. The aggregate figures for the most recent three years of available data shall be used when allocation calculations are performed.

2. Non-fatal opioid overdose data collected by the Tennessee Department of Health. The aggregate figures for the most recent three years of available data shall be used when allocation calculations are performed.

3. Opioid sales as measured by morphine milligram equivalents (“MME”). The aggregate figures for the most recent three years of available data shall be used when allocation calculations are performed.

4. County population. The 2020 U.S. Census counts will be used for the initial allocations. For future allocation calculations, the most recent population estimate or actual count data published by the U.S. Census shall be used.

B. Weighting of Data. In calculating the county allocation percentages, the data shall be weighted as follows:

1. Fatal opioid overdose data shall be weighted at 12.5%.
2. Non-fatal opioid overdose data shall be weighted at 12.5%.
3. Opioid sales as measured by MME shall be weighted at 25%.
4. Population shall be weighted at 50%.

C. Updating of Allocations. The county allocations shall be updated pursuant to statute. The 2021 Legislation requires updating every four years and addresses what happens if a data set used in the initial allocations is unavailable.

D. Allocation Process. The State shall make the initial data and allocable share calculations available to the counties to review for 30 days in order to identify and correct any mathematical or data entry errors. The Opioid Abatement Council will allow for similar review for future reallocations.

E. Holdback Share. It is recognized that, particularly for some very small counties, there could be limits on the ability of the data to capture the scope of the opioid crisis in the county. For example, a large segment of a county’s population may fill prescriptions in a neighboring county, resulting in MME data that dramatically underrepresents the level of opioids prescribed to the residents of the county. To address limited situations such as this, 2% of the abatement funds

allocated to counties shall be initially held back until the Opioid Abatement Council can consider county requests for adjustments to their allocation percentages due to such data issues. However, such requests will only be granted when there is a finding that the data limitations substantially affected the county's overall allocation. The Council may only adjust allocation percentages upwards through the use of the 2% holdback fund and may find that no adjustments are needed. Any portion of the 2% holdback fund not used to adjust county allocations pursuant to this process will be released to the counties pursuant to their allocations, including any adjusted allocation percentages.

F. Initial County Allocation Percentages.

[TABLE TO BE INSERTED ONCE UPDATED DATA AVAILABLE]

Tennessee Opioid Abatement Fund
Initial County Allocation Percentages

Posted 11/5/21

County	Allocation without 2% holdback	Allocation with 2% holdback
Anderson	1.35%	1.33%
Bedford	0.71%	0.70%
Benton	0.26%	0.25%
Bledsoe	0.22%	0.22%
Blount	2.05%	2.01%
Bradley	1.46%	1.44%
Campbell	0.75%	0.73%
Cannon	0.28%	0.28%
Carroll	0.38%	0.38%
Carter	0.81%	0.80%
Cheatham	0.92%	0.91%
Chester	0.22%	0.21%
Claiborne	0.54%	0.53%
Clay	0.14%	0.14%
Cocke	0.65%	0.63%
Coffee	0.93%	0.91%
Crockett	0.17%	0.16%
Cumberland	0.94%	0.92%
Davidson	10.90%	10.68%
Decatur	0.18%	0.17%
DeKalb	0.38%	0.37%
Dickson	0.97%	0.95%
Dyer	0.48%	0.47%
Fayette	0.52%	0.51%
Fentress	0.37%	0.36%
Franklin	0.62%	0.60%
Gibson	0.64%	0.63%
Giles	0.45%	0.44%
Grainger	0.36%	0.35%
Greene	1.06%	1.04%
Grundy	0.27%	0.26%
Hamblen	0.93%	0.91%
Hamilton	4.79%	4.69%
Hancock	0.11%	0.11%
Hardeman	0.33%	0.33%
Hardin	0.43%	0.42%
Hawkins	0.92%	0.90%
Haywood	0.20%	0.19%

Tennessee Opioid Abatement Fund
Initial County Allocation Percentages

Posted 11/5/21

Henderson	0.39%	0.38%
Henry	0.47%	0.46%
Hickman	0.48%	0.47%
Houston	0.16%	0.15%
Humphreys	0.29%	0.28%
Jackson	0.22%	0.22%
Jefferson	0.77%	0.76%
Johnson	0.22%	0.22%
Knox	8.00%	7.84%
Lake	0.11%	0.11%
Lauderdale	0.32%	0.32%
Lawrence	0.67%	0.66%
Lewis	0.21%	0.21%
Lincoln	0.48%	0.47%
Loudon	0.78%	0.76%
Macon	0.37%	0.37%
Madison	1.17%	1.15%
Marion	0.46%	0.45%
Marshall	0.54%	0.52%
Maury	1.38%	1.35%
McMinn	0.82%	0.80%
McNairy	0.35%	0.34%
Meigs	0.19%	0.19%
Monroe	0.68%	0.66%
Montgomery	3.12%	3.06%
Moore	0.10%	0.09%
Morgan	0.39%	0.38%
Obion	0.43%	0.42%
Overton	0.38%	0.37%
Perry	0.14%	0.14%
Pickett	0.08%	0.08%
Polk	0.25%	0.24%
Putnam	1.12%	1.09%
Rhea	0.51%	0.50%
Roane	0.97%	0.95%
Robertson	1.21%	1.19%
Rutherford	4.82%	4.72%
Scott	0.34%	0.33%
Sequatchie	0.25%	0.24%
Sevier	1.58%	1.55%
Shelby	11.39%	11.16%
Smith	0.35%	0.34%
Stewart	0.26%	0.25%

Tennessee Opioid Abatement Fund
Initial County Allocation Percentages

Posted 11/5/21

Sullivan	2.34%	2.30%
Sumner	2.87%	2.81%
Tipton	0.85%	0.83%
Trousdale	0.20%	0.20%
Unicoi	0.29%	0.29%
Union	0.33%	0.33%
Van Buren	0.09%	0.09%
Warren	0.65%	0.63%
Washington	1.69%	1.65%
Wayne	0.25%	0.25%
Weakley	0.47%	0.46%
White	0.44%	0.43%
Williamson	2.48%	2.43%
Wilson	2.17%	2.13%
2% Hold Back	0.00%	2.00%
Total Tennessee	100.00%	100.00%

EXHIBIT B

Summary of 2023 Amendments to Tennessee State-Subdivision Opioid Abatement Agreement

In addition to being asked to join five new settlements, Tennessee local governments are also being asked to approve amendments to the Tennessee State-Subdivision Opioid Abatement Agreement. There are three proposed amendments, which are summarized below. The settlement participation packet being sent to counties and qualifying municipalities by the national administrator will also include a form to approve the three amendments. The full text of the proposed amendments can be found on the following page.

Summary of Amendment 1:

This amendment simply applies the terms of the State-Subdivision Agreement to the five new settlements with Allergan, Teva, CVS, Walgreens, and Walmart. This will ensure that the structure and procedures that apply to the prior settlements with the three national pharmaceutical distributors and Johnson & Johnson will be the same for the new settlements. For example, the formula for using overdose and other data to allocate funds among the counties would be the same for the new agreements as with the existing ones.

Summary of Amendment 2:

Under the State-Subdivision Agreement, Subdivision Fund allocations for non-litigating municipalities with populations under 30,000 are directed to the counties. Consequently, these municipalities do not receive direct payments, but the money stays with the community. (This provision would continue to apply with the new settlements.) The current language of the provision also places a restriction on the use of the redirected funds, treating the redirected funds like money from the trust fund and unlike the other Subdivision Fund direct payments the county is receiving from the national administrator. This restriction would require a substantial amount of special accounting for a small amount of money. The amendment removes that requirement to streamline accounting for the counties.

Summary of Amendment 3:

The third amendment applies the State-Subdivision Agreement to funds from the Endo International plc bankruptcy. Since the Agreement was first negotiated, a group of East Tennessee counties and municipalities reached a settlement with the company, which later filed for bankruptcy. The amendment applies the bankruptcy provisions of the Agreement to Endo funds paid into the State's trust fund, including the provision to direct 35% of the funds to the counties. However, as the previously settling counties have had a substantial recovery from Endo, the amendment does not provide those nine counties a direct allocation. The amendment makes clear that the nine counties would be eligible to receive some of the remaining Endo funds as well as funds from other settlements.

Following Page: Text of Amendments

On the next page is the text of the amendments, which are set out as they should appear in the settlement packets from the national administrator.

Tennessee State-Subdivision Opioid Abatement Agreement – 2023 Amendments

The Tennessee State-Subdivision Opioid Abatement Agreement is amended as follows:

Amendment 1:

Pursuant to Section IV.A, this Agreement shall apply to the following Statewide Opioid Settlement Agreements, should they become effective:

- A. Allergan Public Global Opioid Settlement Agreement
- B. CVS Settlement Agreement
- C. Teva Global Opioid Settlement Agreement
- D. Walgreens Settlement Agreement
- E. Walmart Settlement Agreement

Amendment 2:

To allow for efficiency and more streamlined accounting, the fifth sentence in Section III.E.2 of the Agreement (“These redirected funds to certain counties shall be spent on future opioid abatement and shall be subject to the same statutory requirements as the Abatement Accounts Fund money the county receives from the Tennessee Opioid Abatement Fund.”) shall be considered deleted and given no effect.

Amendment 3:

Notwithstanding the exception provisions in Section IV.B.3 and Section V.C. of the Agreement, Section V shall apply to funds from the Endo International plc bankruptcy (*In re Endo International plc, et al.*, U.S. Bankruptcy Court, S.D.N.Y, No. 22-22549). As they have received funds from a prior settlement with Endo, the following counties shall not receive a share of the 35% of proceeds directed to counties pursuant to Section V.B: Carter, Greene, Hamblen, Hancock, Hawkins, Johnson, Sullivan, Unicoi and Washington. However, nothing in this agreement shall limit the Opioid Abatement Council’s discretion in whether or not to approve any requested allocation from the remaining Endo proceeds or other funds to these counties or the municipalities participating in that prior settlement.

Note on adoption of amendments:

Amendment 1 shall be effective if approved as set forth in Section IV.B.2 of the Agreement. Amendments 2 and 3 shall be effective if approved as set forth in Section VII.D of the Agreement.

Next was the Department of Health Facility Grant. Commissioner Leggett made the motion for approval. The motion was seconded by Commissioner Rice and passed unanimously.

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

This Grant Contract, by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" and Fayette County Government, hereinafter referred to as the "Grantee," is for the provision of Local Health Department Capital Investment project, as further defined in the "SCOPE OF SERVICES."

Herein, the term Grantor refers to the State of Tennessee Department of Health acting as the subgrantor of State Fiscal Recovery Funds granted to the State of Tennessee by the United States Department of the Treasury.

The Grantee is a subgrantee of the State of Tennessee and may include a County within the State of Tennessee, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.

Grantee Place of Incorporation or Organization: Somerville, TN

Grantee Edison Vendor ID # 0000000024

A. Scope (Eligible Expenses)

- A.1. The Grantee shall provide all services and deliverables ("Scope") as required, described, and detailed in the Grant Contract.
- A.2. Projects include, but are not limited to, new facility construction and interior and exterior renovations of existing health department buildings.
- A.3. The Grantee agrees to utilize funds in accordance with the State approved plan for improvement as detailed in Attachment 1.
- A.4. In the event that the Grantee is subject to an audit in accordance with Section D.19 hereunder, the Grantee shall submit to the State contact listed in D.8 a copy of the audit report and Notice of Audit Report Attachment.
- A.5. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
 - a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
 - b. Attachments 8, 9, and 10.
 - c. the State grant proposal solicitation as may be amended, if any;

- d. the Grantee's proposal (Attachment Reference) incorporated to elaborate supplementary scope of services specifications.

A.5. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment 2, is incorporated in this Grant Contract.

B. Term

B.1. These Terms and Conditions shall be effective for a period beginning on January 13, 2023 ("Effective Date") and ending on June 30, 2026 ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. Maximum Liability

C.1. Maximum Liability. In no event shall the maximum liability of the State under the Grant Contract exceed Three Hundred Forty-Nine Thousand Dollars (\$349,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment 3, shall constitute the maximum amount due the Grantee under the 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 Term and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. 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. Upon progress toward the completion of the Scope, as described in Section A of the Grant Contract, the Grantee shall submit all invoices and other required documentation electronically via GMS, or other web-based portal in a form of Attachment 4, prior to any reimbursement of allowable costs.

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. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Josh Gipson
Andrew Johnson Tower, 7th Floor
710 James Robertson Parkway
Nashville, Tennessee 37243
Phone: 615-532-1957
Cell: 615-864-4744
Email: Josh.Gipson@tn.gov

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

- (1) Invoice/Reference Number (assigned by the Grantee).
- (2) Invoice Date.
- (3) Invoice Period (to which the reimbursement request is applicable).
- (4) Grant Contract Number (assigned by the State).

- (5) Grantor: Department of Health, Division of Community Health Services.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of the Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under the Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by the Grant Contract and shall be subject to the Grant Budget and any other provision of the Grant Contract relating to allowable reimbursements. Examples of required documentation as defined in 2 CFR §200 Subpart D can be found at Attachment 8.
 - (2) An invoice under the Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under the Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
 - (4) The Grantee must maintain all source documentation supporting the project costs (2 CFR §200.302). To facilitate closeout and audits, the Grantee should file all documentation pertaining to each project as the permanent record. The State and the Grantee must keep all financial and program documentation for five (5) years after the date of the Grantee's final expenditure report (2 CFR §200.334). Records are subject to audit by State auditors, US Treasury, US Office of Inspector General and the US Government Accountability Office (2 CFR §200.337).

C.6. **Budget Line-items.** Expenditures, reimbursements, and payments under the 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 the Grant Contract.

- a. Grantee and Grantee's contractors may be subject to the requirements of the Davis-Bacon Act when SLFRF award funds are used on a construction project in conjunction with funds from another federal program that requires enforcement of the Davis-Bacon Act. Please refer to contract section E.9. and Attachment 9 for examples of required federal funding provisions including Davis-Bacon Act and Copeland Anti-Kickback Act as applicable.

- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit a grant disbursement reconciliation report within thirty (30) days following the end of each quarter and a final invoice and final grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date and in form and substance acceptable to the State (Attachment 5).
- a. If total disbursements by the State pursuant to the Grant Contract exceed the amounts permitted by Section C of the Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said 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 shall result in the Grantee being deemed ineligible for reimbursement under the Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to the Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Indirect costs are not eligible for re-imbursement under this contract agreement.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under the 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 matter in relation thereto. 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 the Grant Contract, to constitute non-allowable costs.
- C.12. State's Right to Set Off. The State reserves the right to deduct from amounts that are or shall become due and payable to the Grantee under the Grant Contract or any other contract 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 the Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and present 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. Terms

- D.1. Required Approvals. The State is not bound by the 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 the 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. The 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 (said 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 the Grant Contract without cause for any reason. A termination for convenience shall not be a breach of the 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 the Grant Contract in a timely or proper manner, or if the Grantee violates any terms of the Grant Contract ("Breach Condition"), the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of the Grant Contract.
- D.5. Subcontracting. The Grantee shall not assign the Grant Contract or enter into a subcontract for any of the services performed under the 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 the 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 the Grant Contract.

The Grantee acknowledges, understands, and agrees that the Grant Contract shall be null and void if the Grantee is, or within the past six months has been, an employee of the State of Tennessee or if the Grantee is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

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 the 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:

Josh Gipson
Andrew Johnson Tower, 7th Floor
710 James Robertson Parkway
Nashville, Tennessee 37243
Phone: 615-532-1957
Cell: 615-864-4744
Email: Josh.Gipson@tn.gov

The Grantee:

Rhea Taylor, County Mayor
Fayette County Government
PO Box 218, 13095 North Main,
Somerville, TN 38068
rtaylor@fayettetn.us

Telephone # (901) 465-5202
FAX # N/A

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. The 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 the Grant Contract upon written notice to the Grantee. The State's right to terminate the Grant Contract due to lack of funds is not a breach of the 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 agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of the 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 such 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 ("HITECH") Act 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 the 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 requirements in the course of the 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 the 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 or delivered by the parties under the Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
 - d. The Grantee will indemnify the State and hold it harmless for any violation by the Grantee or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government

enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if the 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 the 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 the Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee and its employees and all sub-grantees 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 the 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 the Grant Contract, shall be maintained for a period of five (5) full years from the date of the final payment and 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 Financial Accounting Standards Board (FASB) Accounting Standards Codification, Public Company Accounting Oversight Board (PCAOB) Accounting Standards Codification, or Governmental Accounting Standards Board (GASB) 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, Audit Requirements, and Cost Principles for Federal Awards*.

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 the 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. 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 to the Grant Contract.
- D.19. Audit Report. For purposes of this Section, pass-through entity means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program.

The Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury ("Comptroller") if during the Grantee's fiscal year, the Grantee: (1) expends seven hundred fifty thousand dollars (\$750,000) or more in direct and indirect federal financial assistance and the State is a pass-through entity; (2) expends seven hundred fifty thousand dollars (\$750,000) or more in state funds from the State; or (3) expends seven hundred fifty thousand dollars (\$750,000) or more in federal financial assistance and state funds from the State, and the State is a pass-through entity.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete Attachment 6 to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed document during the Grantee's fiscal year. Any Grantee that is subject to an audit and so indicates on Attachment 6 shall complete Attachment 7. If the Grantee is subject to an audit, Grantee shall obtain the Comptroller's approval before engaging a licensed, independent public accountant to perform the audit. The Grantee may contact the Comptroller for assistance identifying auditors.

The audit contract between the Grantee and the Auditor shall be on a contract form prescribed by the Comptroller. The Grantee shall be responsible for payment of fees for an audit prepared by a licensed, independent public accountant. Payment of the audit fees by the Grantee shall be subject to the provision relating to such fees contained within the Grant Contract. The Grantee shall be responsible for reimbursing the Comptroller for any costs of an audit prepared by the Comptroller.

All audits shall be performed in accordance with the Comptroller's requirements, as posted on its web site. 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. The Grantee shall also submit a copy of the Notice of Audit Report, Parent Child Form, and audit report to the State contact listed in D.8.

- D.20. Procurement. If other terms of the 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 the 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—200.327 when procuring property and services under a federal award.

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

For purposes of the 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 the 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 agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of the Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of the Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in the 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.

The Grantee, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Grantee's employees, and to pay all applicable taxes incident to the Grant Contract.

- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in the 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 the Grant Contract or otherwise. The State's total liability under the 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 the 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 the Grant Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under the Grant Contract arising from a Force Majeure Event is not a default under the 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 the Grant Contract is not a Force Majeure Event under the 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 the 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 the Grant Contract or charge the State any fees other than those provided for in the 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 the 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 the Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. The Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under the 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 the Grant Contract.
- D.29. Governing Law. The 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 the 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. The Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the Grant Contract of the parties' agreement. The Grant Contract supersedes any and all prior understandings,

representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

- D.31. Severability. If any Grant Contract of the Grant Contract are held to be invalid or unenforceable as a matter of law, the other Grant Contract hereof shall not be affected thereby and shall remain in full force and effect. To this end, the Grant Contract of the Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of the 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 the 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 the 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 the 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.

- D.35. 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 Grant Grantee by the State or acquired by the Grant 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 Grant Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grant 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. Grant 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 the Grant Contract.

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. Federal Funding Accountability and Transparency Act (FFATA). This Grant requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
- i. 80 percent or more of the Grantee's annual gross revenues from federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 § C.F.R. 229.402(c)(2)):
- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which the Grant Contract is established.
 - c. If this Grant is amended to extend the Term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant becomes effective.
 - d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant. More information about obtaining a Unique Entity Identifier Number can be found at: <https://www.gsa.gov>

The Grantee's failure to comply with the above requirements is a material breach of this Grant for which the State may terminate the Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

E.3. Access to Records.

- a. The Grantee agrees to provide the State, the United States Department of the Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Grantee which are directly pertinent to the Grant Contract for purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Grantee agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Grantee agrees to provide the United States Department of the Treasury or authorized representatives access to construction or other work sites pertaining to the work being completed under the Grant Contract.
- d. In Compliance with the Disaster Recovery Act of 2018, the State and the Grantee acknowledge and agree that no language in the Grant Contract is intended to prohibit the audits or internal reviews by the United States Department of the Treasury or the Comptroller General of the United States.

E.4. No Obligation by Federal Government. The Federal Government is not a party to the Grant Contract and is not subject to any obligations or liabilities to the non-Federal entity, Grantee, or any other party pertaining to any matter resulting from the Grant Contract.

- E.5. Compliance with The False Claims Act. The Grantee acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Grantee's actions pertaining to the Grant Contract.
- E.6. Equal Employment Opportunity. During the performance of the Grant Contract, the Grantee agrees as follows:
- a. The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - b. The Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - c. The Grantee will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Grantee's legal duty to furnish information.
 - d. The Grantee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Grantee's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - e. The Grantee will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - f. The Grantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - g. In the event of the Grantee's non-compliance with the nondiscrimination clauses of the Grant Contract or with any of such rules, regulations, or orders, the Grant Contract may be canceled, terminated or suspended in whole or in part and the Grantee may be declared ineligible for further Government contracts in accordance with procedures

authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- h. The Grantee will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Grantee will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Grantee may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

- E.7. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. §§ 12-7-101, *et seq.*, shall be printed pursuant to the Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).

- E.8. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to the Grant Contract.
- E.9. Davis-Bacon Act and Copeland Anti-Kickback Act. As a condition for receipt of grant funds, the Grantee agrees to comply with the Davis-Bacon Act, 40 U.S.C. § 3141 et seq., and the Copeland Anti-Kickback Act at 18 U.S.C. § 874 et seq., as those sections are amended from time to time during the term.

Certification by Grantee

I hereby certify that the Grantee will comply with the above terms and conditions.

FAYETTE COUNTY GOVERNMENT:

GRANTEE SIGNATURE

DATE

RHEA TAYLOR, COUNTY MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF HEALTH:

RALPH ALVARADO, MD, FACP, COMMISSION

DATE

Attachments:

- Attachment 1: State Approved Plan for Improvement
- Attachment 2: FAIW
- Attachment 3: Budget
- Attachment 4: Invoice Template
- Attachment 5: Disbursement and Reconciliation
- Attachment 6: Notice of Audit Report
- Attachment 7: Parent Child Information
- Attachment 8: Documentation to Support Costs Claimed
- Attachment 9: Federal funding provisions for contractors
- Attachment 10: US Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions



Fayette County Government

January 30, 2023

Rhea Taylor / County Mayor

Dr. Shavetta Conner,
Regional Director
West Regional Office
295 Summar Avenue
Jackson, TN 38301

Dear Dr. Shavetta Conner,

Please accept this letter as a request for the ARP funding for the renovations at the Fayette County Health Department. Fayette County is designated to receive \$ 349,000 in ARP funding for facilities renovations. This grant contract is designated at \$ 465,400 with Grantee participation of \$ 116,400. Fayette County is dedicated to follow all policies and procedures set forth by the State of TN with the contracting agency facilitating.

Plans for the improvements include but are not limited to:

- New truss roof
- Remove carpet and replace all tile with LVP flooring
- Repair public restrooms
- Renovation of clerical/reception area including mill work
- Conversion to LED Lighting

We appreciate the opportunity to receive these funds as this will allow Fayette County Health Department to provide care for our patients by protecting, promoting, and improving the health and prosperity of the people of Hardin and surrounding counties.

If you need any further information, please feel free to call me.

Sincerely,

Rhea Taylor,
Fayette County Mayor

Cc: Josh Gipson
Regional & Local Health Facilities Specialist
Community Health Services

ATTACHMENT 2

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	FAYETTE, COUNTY OF
Subrecipient's Unique Entity Identifier (SAM)	KAV4HDESYGL1
Federal Award Identification Number (FAIN)	SLFRP5534
Federal award date	N/A
Subaward Period of Performance Start and End Date	March 3, 2021 – December 31, 2026
Subaward Budget Period Start and End Date	March 3, 2021 – December 31, 2026
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	N/A - No NOA
Grant contract's begin date	January 13, 2023
Grant contract's end date	June 30, 2026
Amount of federal funds obligated by this grant contract	\$349,000.00
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	Local Health Department Capital Investment Program – IT requests including phone system upgrades and statewide needs.
Name of federal awarding agency	US Treasury
Name and contact information for the federal awarding official	Katharine Richards, Director, Coronavirus State and Local Fiscal Recovery Funds, Office of Recovery Programs, Department of the Treasury, (844) 529-9527
Name of pass-through entity	Tennessee Department of Health
Name and contact information for the pass-through entity awarding official	Josh Gipson, Josh.Gipson@tn.gov 615.864.4744
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	5 Percent (5%)

ATTACHMENT 3
GRANT BUDGET
(BUDGET PAGE 1)

FAYETTE COUNTY GOVERNMENT				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning January 13, 2023, and ending June 30 2026.				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$0.00	\$0.00	\$0.00
2	Benefits & Taxes	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee/ Grant & Award ²	\$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 ²	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$349,000.00	\$116,400.00	\$465,400.00
22	Indirect Cost (% and method)	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$349,000.00	\$116,400.00	\$465,400.00

¹ 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/content/dam/tn/finance/documents/fa_policies/policy3.pdf).

² Applicable detail follows this page if line-item is funded.

ATTACHMENT 3 (continued) GRANT

BUDGET LINE-ITEM DETAIL

(BUDGET PAGE 2)

SALARIES						AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)		x		x	+	(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
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)						\$0.00
ROUNDED TOTAL						\$0.00
CAPITAL PURCHASE						AMOUNT
IT REQUESTS INCLUDING PHONE UPDGRADES						\$ 15,400.00
STATEWIDE NEEDS						\$ 450,000.00
ROUNDED TOTAL						\$465,400.00



Invoice Reimbursement Form

Section 1: Contract Information (to be completed by TDH Accounts)

PO #	PO Line #	Receipt#	Agency Invoice #
Edison Contract #	Edison Vendor #	Edison Address Line #	AP Attachment (check if yes) <input type="checkbox"/>

Section 2: Invoice Information (to be completed by Contractor/Grantee)

Contract Invoice #	Invoice Date	Service Start Date	Service End Date
Contract Start Date	Contract End Date		
Contact Person Name	Phone #		

Remit Payment to:

Business Name _____

Street Address _____ City _____ State _____ ZIP _____

Budget Line Items	(A) Total Contract Budget	(B) Amount Billed YTD	(C) Monthly Expenditures Due
Salaries			
Benefits			
Professional Fee/Grant/Award			
Supplies			
Telephone			
Postage and Shipping			
Occupancy			
Equipment Rental and Maintenance			
Printing and Publications			
Travel/Conferences and Meetings			
Interest			
Insurance			
Specific Assistance to Individuals			
Depreciation			
Other Non-Personnel			
Capital Purchase			
Indirect Costs			
TOTAL			

Section 3: Payment Information (to be completed by TDH Program)

Service Type (Select One): Medical Services Non-Medical Services

Speedchart	User Code	Project ID	Amount (\$)

Section 4: Authorized Signatures

Contractor/Grantee Authorization

Name: _____
Date: _____
Signature: _____

TDH Program Authorization

Name: _____
Date: _____
Signature: _____

TDH Accounts Authorization

Name: _____
Date: _____
Signature: _____

Instructions & Hints**Do not send a worksheet that is linked to another file**

Line by line instructions are on the "line by line info" tab

Retain this file in blank form

Use "File Save As" to save information for a specific contract or reporting period

File Names: Please use the following format when naming files.

name of agency REPORTING PERIOD END.xls

do not abbreviate the agency name

example: davidson county health MARCH 02.xls

Reporting period - the start and end dates of the quarter being reported

Reporting periods are based on the Agency's fiscal year

Grant period - the start and end dates of the contract being reported

Send a report for every quarter even if there is no activity for that quarter

Abbreviations - do not abbreviate the Agency name

Number pages using the "page ____ of ____ pages" format

THE WORKSHEET IS NOT PROTECTED

do not overwrite formulas (identified by yellow shading and "0") or change formats

do not overwrite/edit shaded areas (move to the cell beyond the shading for input)

do not add (insert) lines do not change shaded areas

Expense and Revenue pages can show information for 2 contracts

Use separate Schedules A & B to report contracts for each granting State agency

Use additional expense and revenue pages for more than 2 contracts

copy all lines & fields to the first blank line below the last line in column A

with the cursor at the start of the added page, use "insert" "page break" for print purposes

reset print range to cover the added page(s) and correct the page numbers

Contract Number is the State Contract Number, NOT the agency program number

Report by program within the State Contract Number within State Department

Summarize programs into totals by State Contract Number and State Department totals

Do not combine State Contract Numbers

One Funding Information Summary and one Schedule C are required from each contractor submitting reports

Review Section C in all contracts for reporting requirements

ALLOCATION OF ADMINISTRATIVE COSTS

Requires completion of all attached sheets

NOTE: If files are not properly named and print ranges not set, the report will be returned for correction

Do not send invoices with expense reports

If refund due, mail reports with check or send note with e-mail that check in the mail

e-mail completed files to: Policy3.AMO.Health@tn.gov

e-mail filing replaces mailing forms

Mailing Address:

Monaliz Hana
Tennessee Department of Health
Fiscal Services
6th Floor Andrew Johnson Tower
710 James Robertson Parkway
Nashville, TN 37243

Telephone 615-532-3406

**PROGRAM EXPENSE REPORT (Excerpted from Policy 3 statement)
SCHEDULE A
EXPENSE BY OBJECT LINE-ITEMS**

There are seventeen specific object expense categories; two subtotals (Line 3, Total Personnel Expenses, and Line 19, Total Non-personnel Expenses); and Reimbursable Capital Purchases (Line 20), above Line 21, Total Direct Program Expenses. All expenses should be included in one or more of the specific categories, or in an additional expense category entered under Line 18, Other Non-personnel Expenses. The contracting state agency may determine these requirements.

With the exception of depreciation, everything reported in Lines 1 through 21 must represent an actual cash disbursement or accrual as defined in the Basis For Reporting Expenses/Expenditures section on page 13.

THE YEAR-TO-DATE EXPENSES MUST BE TRACABLE TO THE REPORTING AGENCY'S GENERAL LEDGER

Line 1 Salaries And Wages

On this line, enter compensation, fees, salaries, and wages paid to officers, directors, trustees, and employees. An attached schedule may be required showing client wages or other included in the aggregations.

Line 2 Employee Benefits & Payroll Taxes

Enter (a) the organization's contributions to pension plans and to employee benefit programs such as health, life, and disability insurance; and (b) the organization's portion of payroll taxes such as social security and medicare taxes and unemployment and workers' compensation insurance. An attached schedule may be required showing client benefits and taxes or other included in the aggregations.

Line 3 Total Personnel Expenses

Add lines 1 and 2.

Line 4 Professional Fees

Enter the organization's fees to outside professionals, consultants, and personal-service contractors. Include legal, accounting, and auditing fees. An attached schedule may be required showing the details in the aggregation of professional fees.

Line 5 Supplies

Enter the organization's expenses for office supplies, housekeeping supplies, food and beverages, and other supplies. An attached schedule may be required showing food expenses or other details included in the aggregations.

Line 6 Telephone

Enter the organization's expenses for telephone, cellular phones, beepers, telegram, FAX, E-mail, telephone equipment maintenance, and other related expenses.

Line 7 Postage And Shipping

Enter the organization's expenses for postage, messenger services, overnight delivery, outside mailing service fees, freight and trucking, and maintenance of delivery and shipping vehicles. Include vehicle insurance here or on line 14.

Line 8 Occupancy

Enter the organization's expenses for use of office space and other facilities, heat, light, power, other utilities, outside janitorial services, mortgage interest, real estate taxes, and similar expenses. Include property insurance here or on line 14.

Line 9 Equipment Rental And Maintenance

Enter the organization's expenses for renting and maintaining computers, copiers, postage meters, other office equipment, and other equipment, except for telephone, truck, and automobile expenses, reportable on lines 6, 7, and 11, respectively.

Line 10 Printing And Publications

Enter the organization's expenses for producing printed materials, purchasing books and publications, and buying subscriptions to publications.

Line 11 Travel

Enter the organization's expenses for travel, including transportation, meals and lodging, and per diem payments. Include gas and oil, repairs, licenses and permits, and leasing costs for company vehicles. Include travel expenses for meetings and conferences. Include vehicle insurance here or on line 14.

Line 12 Conferences And Meetings

Enter the organization's expenses for conducting or attending meetings, conferences, and conventions. Include rental of facilities, speakers' fees and expenses, printed materials, and registration fees (but not travel).

Line 13 Interest

Enter the organization's interest expense for loans and capital leases on equipment, trucks and automobiles, and other notes and loans. Do not include mortgage interest reportable on line 8.

Line 14 Insurance

Enter the organization's expenses for liability insurance, fidelity bonds, and other insurance. Do not include employee-related insurance reportable on line 2. Do not include property and vehicle insurance if reported on lines 7, 8, or 11.

Line 15 Grants And Awards

Enter the organization's awards, grants, subsidies, and other pass-through expenditures to individuals and to other organizations. Include allocations to affiliated organizations. Include in-kind grants to individuals and organizations. Include scholarships, tuition payments, travel allowances, and equipment allowances to clients and individual beneficiaries. Pass-through funds are not included when computing administrative expenses reported on Line 22.

Line 16 Specific Assistance to Individuals

Enter the organization's direct payment of expenses of clients, patients, and individual beneficiaries. Include such expenses as medicines, medical and dental fees, children's board, food and homemaker services, clothing, transportation, insurance coverage, and wage supplements.

Line 17 Depreciation

Enter the expenses the organization records for depreciation of equipment, buildings, leasehold improvements, and other depreciable fixed assets.

Line 18 Other Non-personnel Expenses

NOTE: Expenses reportable on lines 1 through 17 should not be reported in an additional expense category on line 18. A description should be attached for each additional category entered on line 18. The contracting state agency may determine these requirements. Enter the organization's allowable expenses for advertising (1), bad debts (2), contingency provisions (7), fines and penalties (14), independent research and development (reserved) (17), organization (27), page charges in professional journals (29), rearrangement and alteration (39), recruiting (41), and taxes (47). Include the organization's and employees' membership dues in associations and professional societies (26). Include other fees for the organization's licenses, permits, registrations, etc.

Line 19 Total Non-personnel Expenses

Add lines 4 through 18.

Line 20 Reimbursable Capital Purchases

Enter the organization's purchases of fixed assets. Include land, equipment, buildings, leasehold improvements, and other fixed assets. An attached schedule may be required showing the details for each such purchase.

Line 21 Total Direct Program Expenses

Add lines 3, 19, and 20.

Includes direct and allocated direct program expenses.

Line 22 Administrative Expenses

The distribution will be made in accordance with an allocation plan approved by your cognizant state agency.

Line 23 Total Direct And Administrative Expenses

Line 23 is the total of Line 21, Total Direct Program Expenses, and Line 22, Administrative Expenses. Line 23, Total Direct and Administrative Expenses Year-to-Date should agree with the Total of Column B, Year-to-Date Actual Expenditures of the *Invoice for Reimbursement*.

Line 24 In-Kind Expenses

In-kind Expenses (Line 24) is for reporting the value of contributed resources applied to the program. Approval and reporting guidelines for in-kind contributions will be specified by those contracting state agencies who allow their use toward earning grant funds. Carry forward to Schedule B, Line 38.

Line 25 Total Expenses

The sum of Line 23, Total Direct and Administrative Expenses, and Line 24, In-kind Expenses, goes on this line.

PROGRAM REVENUE REPORT (PRR)

SCHEDULE B

SOURCES OF REVENUE

The revenue page is intended to be an extension of the total expenses page, in that the columns should match up by contract/attachment number and program title. There are ten revenue sources (Schedule B, Part 1) and three subtotals (Lines 33, 41, and 43). Additional supplemental schedules for one or more of the line items may be attached, if needed. Each revenue column should be aligned with its corresponding expense column from Schedule A.

Reimbursable Program Funds

Line 31 Reimbursable Federal Program Funds

Enter the portion of Total Direct & Administrative Expenses reported on Line 23, Schedule A, that is reimbursable from federal program funds. The state funding agency may require an attached detail listing and reconciliation schedule.

Line 32 Reimbursable State Program Funds

Enter the portion of Total Direct & Administrative Expenses reported on Line 23, Schedule A, that is reimbursable from state program funds. The state funding agency may require an attached detail listing and reconciliation schedule.

Line 33 Total Reimbursable Program Funds (Equals Schedule B, Line 55)

Add lines 31 and 32.

Matching Revenue Funds

Line 34 Other Federal Funds

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other federal funds. The state funding agency may require an attached detail listing and reconciliation schedule.

Line 35 Other State Funds

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other state funds. The state funding agency may require an attached detail listing and reconciliation schedule.

Line 36 Other Government Funds

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other government funds. The state funding agency may have an attached detail listing and reconciliation schedule.

Line 37 Cash Contributions (Non-government)

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from such sources of cash contributions as corporations, foundations, trusts, individuals, United Ways, other not-for-profit organizations, and from affiliated organizations. The state funding agency may require an attached detail listing and reconciliation schedule.

Line 38 In-Kind Contributions (Equals Schedule A, Line 24)

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from direct and administrative in-kind contributions. The state funding agency may require an attached detail listing and reconciliation schedule. Approval and guidelines for valuation and reporting of in-kind contributions will be specified by those grantor agencies who allow their use toward earning grant funds.

Line 39 Program Income

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from program income related to the program funded by the state agency. The state funding agency may require an attached detail listing.

Line 40 Other Matching Revenue

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other revenues not included in lines 34 through 39. The state funding agency may require an attached detail listing.

Line 41 Total Matching Revenue Funds

Add lines 34 through 40

Line 42 Other Program Funds

Enter program income related to the program funded by the state agency but not reported as matching revenue funds on Line 54.

Line 43 Total Revenue

Add lines 33, 41, and 42

**RECONCILIATION BETWEEN TOTAL EXPENSES
AND REIMBURSABLE EXPENSES
SCHEDULE B - (Lines 51 to 59)**

This section, at the bottom of Schedule B, is for subtracting non-reimbursable amounts included in Total Expenses (Line 25, Schedule A and Line 51, Schedule B).

The first line of this section, Line 51, Total Expenses, is brought forward from the last line of the corresponding Schedule A Total Expense Page.

There are three categories of adjustments for which titled lines are provided:

Line 52 OTHER UNALLOWABLE EXPENSES:

Some program expenses may not be reimbursable under certain grants. This is a matter between the contracting parties, and will vary according to the state agency involved and the type of grant or contract. Consult your contract or the department that funds the program for guidelines.

Line 53 EXCESS ADMINISTRATION:

This adjustment line may be used to deduct allocated Administration and General expenses in excess of an allowable percentage specified in the grant contract. It may also be used to deduct an adjustment resulting from limitations on certain components of Administration and General expenses. Again, the specific guidelines of the department and grant involved are the controlling factor.

Line 54 MATCHING EXPENSES (Equals Schedule B, Line 41)

Since the goal is to arrive at a reimbursable amount, the expenses paid out of other sources of funding, local support and program user fees for example, will have to be deducted. The amount left should be only that which is to be paid for by the contracting state agency.

**Line 55 REIMBURSABLE EXPENSES (Line 51 less Lines 52, 53, and 54)
(Equals Schedule B, Line 33)**

This is the amount that the contracting state agency will pay for the quarter's operations of the program. The cumulative column is what the grant actually paid to date.

Line 56 TOTAL REIMBURSEMENT-TO-DATE

In the quarter-to-date column, this is the total received for this quarter from filing of the Invoice For Reimbursement. The cumulative column's amount is the total received for the grant year-to-date.

Line 57 DIFFERENCE (Line 55 less Line 56)

This is the portion of Reimbursable Expenses not yet paid.

Line 58 ADVANCES

Any advance payments for a grant should appear on this line.

Line 59 THIS REIMBURSEMENT (Line 57 less Line 58)

The remainder should be the amount due under the grant contract. Actual payments are made through the invoicing process and not through the filing of this report.

POLICY 3 REPORTING REQUIREMENTS - SUMMARY

Policy 3 requires reporting the entire operation of the Grantee agency. This could include numerous programs and contracts. Policy 3 requirements are outlined in each contract and are available on line at: <http://www.state.tn.us/finance/act/policyb.html>

The "Contractor/Grantee" is the agency receiving the state grant.

The "Contracting State Agency" is the state agency that gives the grant.

Reports are normally due 30 days after the close of the Grantee's accounting quarter and year, which may/may not coincide with the State accounting quarter and year end. Exact requirements are in the contract.

Policy 3 reporting requires one report from each contracting agency consisting of Schedules A, B, and C and a Funding Information Summary. Schedules A and B detail each program added to a contract total. Schedules A and B are designed to show 2 programs per page and there would be only one Schedule C per grantee. On Schedules A and B, programs that are not state funded can be rolled into a single program category. The lines on Schedule A for year-to-date information add across all programs/contracts to the corresponding line on the Schedule C - Grant contracts in the first column and non-grant operations in the second column.

The third column of the Schedule C shows Administrative Expenses incurred by the Grantee. Administrative expenses are generally those that benefit programs but are not directly associated with the program/contract. These could include the Executive Director, office operation, accounting staff, and other similar expenses. This column will also show the allocation of Administrative Expenses to the various programs/contracts, if this is done by the Grantee. If allocated, a negative on line 22 is equal to the Administrative Expense allocated to the grant and non-grant programs/contracts. Administrative Expenses may include some items that are not subject to allocation so the amount allocated may/may not equal the total Administrative Expense reported. Allocation of Administrative Expenses requires an approved allocation plan.

The fourth column of the Schedule C shows the total operation of the reporting grantee for the year-to-date. The Policy 3 report should, in total, match the total operation of the Grantee.

The funding Information Summary shows the method of allocating Administrative Expenses. If there is no approved allocation plan and the grantee does not allocate Administrative Expenses, then there is no entry on Schedule C, line 22 and no allocation to the programs/contracts. This form must be submitted with every report.

Tennessee Department of Health
Funding Information Summary

AGENCY NAME _____
ADDRESS _____
CITY, STATE, ZIP _____

REPORTING PERIOD: (MM/DD/YY) FROM: _____ THRU: _____

AGENCY FISCAL YEAR END (MM/DD) _____

COST ALLOCATION: DOES YOUR ORGANIZATION HAVE AN APPROVED COST ALLOCATION PLAN?
YES _____ NO _____

If yes, Name of organization that approved the Plan: _____

IF COST ALLOCATION IS APPLIED, INDICATE THE METHOD OF ALLOCATION:

Ratio of direct program salaries to total direct salaries applied to administrative cost. _____
Ratio of direct program expenditure to total direct expenditures applied to administrative cost. _____
Cost step down. _____
Other (describe) _____

Is your organization: _____ A private not-for-profit organization?
_____ A state college or university, or part of a city government?

DIRECTOR _____ PHONE # _____

PREPARER OF REPORT _____ PHONE # _____

DATE COMPLETED _____

CONTRACTING STATE AGENCY _____ PROGRAM PERIOD _____
 Program # _____
 Contract Number _____
 Grant Period _____
 Program Name _____
 Service Name _____

Item #	EXPENSE BY OBJECT:	QUARTER TO DATE	YEAR TO DATE	QUARTER TO DATE	YEAR TO DATE	QUARTER TO DATE	YEAR TO DATE
1	Salaries and Wages						
2	Employee Benefits & Payroll Taxes						
3	Total Personnel Expenses (add lines 1 and 2)						
4	Professional Fees						
5	Supplies						
6	Telephone						
7	Postage and Shipping						
8	Occupancy						
9	Equipment Rental and Maintenance						
10	Printing and Publications						
11	Travel						
12	Conferences and Meetings						
13	Interest						
14	Insurance						
15	Grants and Awards						
16	Specific Assistance to Individuals						
17	Depreciation						
18	Other Non-personnel Expenses (detail)						
a							
b							
c							
d							
19	Total Non-personnel Expenses (add lines 4 - 18)						
20	Reimbursable Capital Purchases						
21	TOTAL DIRECT PROGRAM EXPENSES						
22	Administrative Expenses						
23	TOTAL DIRECT AND ADMINISTRATIVE EXPENSES						
24	In-Kind Expenses						
25	TOTAL EXPENSES						

CONTRACTING STATE AGENCY	REPORT PERIOD

Schedule B Item #	SOURCES OF REVENUE	QUARTER TO DATE	YEAR TO DATE	QUARTER TO DATE	YEAR TO DATE
31	Reimbursable Program Funds				
32	Reimbursable Federal Program Funds				
33	Reimbursable State Program Funds				
	Total Reimbursable Program Funds (equals line 55)				
34	Matching Revenue Funds				
35	Other Federal Funds				
36	Other State Funds				
37	Other Government Funds				
38	Cash Contributions (non-government)				
39	In-Kind Contributions (equals line 24)				
40	Program Income				
41	Other Matching Revenue				
	Total Matching Revenue Funds (lines 34 - 40)				
42	Other Program Funds				
43	Total Revenue (lines 33, 41, & 42)				
	Reconciliation Between Total and Reimbursable Expenses				
51	Total Expenses (line 25)				
52	Subtract Other Unallowable Expenses (contractual)				
53	Subtract Excess Administration Expenses (contractual)				
54	Subtract Matching Expenses (equals line 41)				
55	Reimbursable Expenses (line 51 less lines 52,53,54)				
56	Total Reimbursement To Date				
57	Difference (line 55 less line 56)				
58	Advances				
59	This reimbursement (line 57 less line 58)				

CONTRACTING STATE AGENCY REPORT PERIOD

Item #	EXPENSE BY OBJECT:	TOTAL DIRECT	TOTAL	TOTAL	GRAND TOTAL
		PROGRAM EXPENSES	NONGRANT/ UNALLOWABLE EXPENSES	ADMINISTRATIVE EXPENSES	YEAR TO DATE
		YEAR TO DATE	YEAR TO DATE	YEAR TO DATE	YEAR TO DATE
1	Salaries and Wages				
2	Employee Benefits & Payroll Taxes				
3	Total Personnel Expenses				
4	Professional Fees				
5	Supplies				
6	Telephone				
7	Postage and Shipping				
8	Occupancy				
9	Equipment Rental and Maintenance				
10	Printing and Publications				
11	Travel				
12	Conferences and Meetings				
13	Interest				
14	Insurance				
15	Grants and Awards				
16	Specific Assistance to Individuals				
17	Depreciation				
18	Other Non-personnel Expenses (detail)				
a					
b					
c					
d					
19	Total Non-personnel Expenses				
20	Reimbursable Capital Purchases				
21	TOTAL DIRECT PROGRAM EXPENSES				
22	Administrative Expenses				
23	TOTAL DIRECT AND ADMINISTRATIVE EXPENSES				
24	In-Kind Expenses				
25	TOTAL EXPENSES				

Notice of Audit Report

Check one of the two boxes below and complete the remainder of this document as instructed. Send completed documents as a PDF file to cpo.auditnotice@tn.gov. The Grantee should submit only one, completed "Notice of Audit Report" document to the State ninety (90) days prior to the Grantee's fiscal year.

- Boxes for selecting if Fayette County Government is subject to an audit for fiscal year 2023.

Grantee's Edison Vendor ID Number: 0000000024
Grantee's fiscal year end: June 30, 2023

Any Grantee that is subject to an audit must complete the information below.

Table with 2 columns: Type of funds expended, Estimated amount of funds expended by end of Grantee's fiscal year. Rows include Federal pass-through funds (a, b), Funds received directly from the federal government, and Non-federal funds received directly from the State of Tennessee.

Form fields for Auditor's name, address, phone number, and email.

ATTACHMENT 7

Parent Child Information

Send completed documents as a PDF file to cpo.auditnotice@tn.gov. **The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year if the Grantee indicates it is subject to an audit on the "Notice of Audit Report" document.**

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number: 0000000024

Is Fayette County Government a parent? Yes No

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is Fayette County Government a child? Yes No

If yes, complete the fields below.

Parent entity's name:

Parent entity's tax identification number:

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person:

Address:

Phone number:

Email address:

Parent entity's Edison Vendor ID number, if applicable:

Attachment 8 Documentation to Support Costs Claimed

The Applicant should submit the following to support costs claimed (not an all-inclusive list):

Applicant (Force Account) Labor and Prisoner Labor:

For each individual:

- Name
- Job title and function
- Type of employee (i.e., full-time exempt, full-time non-exempt, part-time, temporary, prisoner, etc.)
- Days and hours worked
- Pay rate(s) and fringe benefit rate(s)
- Description of work performed with representative sample of daily logs / activity reports, if available
- Representative sample of timesheets
- Fringe benefit calculations
- Pay policy

Applicant-Owned (Force Account) Equipment:

For each piece of equipment:

- Type of equipment and attachments used, including year, make, and model
Size/capacity (e.g., horsepower, wattage)
- Locations and days and hours used with usage logs
- Operator name
- Schedule of rates, including rate components

Rented or Purchased Equipment:

- Rental or lease agreements, invoices, receipts
- Days used

Supplies from Stock:

- Historical cost records
- Inventory records
- Type of supplies and quantities used, with support documentation such as daily logs

Purchased Supplies:

- Receipts or invoices

Contracts:

- Procurement policy
- Procurement and bid documents
- For procurements in excess of the simplified acquisition threshold, a cost/price analysis
Contracts, change orders, and invoices
- Dates worked
- For time and materials (T&M) contracts, monitoring documentation

In-Kind contributions (additional documentation may be required based on individual circumstance):

Equipment:

- Same information listed under Applicant-Owned Equipment above
- Who donated each piece of equipment
- Supplies or materials:
 - Quantity donated
 - Donor
 - Location(s) used

Cost Estimates:

- Cost estimate for the agreed-upon item developed with unit costs
- Qualifications of the company or individual who prepared the cost estimate

Cost reasonableness:

- Documentation showing current market price for similar goods or services, such as:
 - Historical documentation;
 - Average costs in the area; or
 - Published unit costs from national cost estimating databases.
- Documentation supporting necessity of unique services or extraordinary level of effort
- Documentation supporting shortages, challenging procurement circumstances, and length of time shortages or procurement challenges existed, such as:
 - News stories
 - Supply chain vendor reports

Other:

- Documentation regarding cash donations or other funding received
- Cost comparisons and source documentation, if applicable

Attachment 9: Federal Funding Provisions required for contractors performing work

1. REQUIRED FEDERAL AFFIRMATIVE STEPS.

A prime contractor, if subcontractors are used, must, at a minimum, take the following six "affirmative steps" to assure that minority firms, women's business enterprises, and labor area surplus firms are used when possible:

- (1) Solicitation Listing. The sub-grantee must place qualified small and minority businesses and women's business enterprises on solicitation lists.
- (2) Soliciting. The sub-grantee must assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- (3) Breaking-up Requirements. The sub-grantee must divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises. In applying this requirement, it is important to recognize that dividing up a large requirement into smaller parts so as to fall beneath the small acquisition threshold is prohibited, as would the opposite technique of bundling requirements so that it precludes small businesses, minority firms, and women's business enterprises from being a prime contractor. Notwithstanding, dividing a bona fide large requirement into smaller components to facilitate participation by small businesses would be acceptable.
- (4) Accommodating Delivery Schedules. The sub-grantee must establish delivery schedules, where the requirement permits, which encourage participation by small and minority
- (5) Using Federal Agencies. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
- (6) Affirmative Steps for Contractors. The City must require the prime contractor, if subcontracts are to be let, to take the five affirmative steps described above.

2. RECOVERED MATERIALS.

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg> . The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

3. EQUAL OPPORTUNITY CLAUSE.

Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government

contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT.

On any project upon which funding is provided by an agency of the United States Government, all regulations applicable thereto including, but not limited to, Title VI of the Civil Rights Act of 1964 (24 CFR, parts 1 & 2); Title VIII of the Civil Rights Act of 1968 (24 CFR, part 115); Federal Labor Standards

Provisions (HUD-4020.1); the Davis-Bacon Act; the Anti-Kickback Act; and the Contract Work Hours Standards Act, shall apply and the Bidder or CONTRACTOR shall conform thereto.

5. COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT.

(1) Contractor. The contractor shall comply with 18 U.S.C. 874, 40 U.S.C. 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. 5.12.

6. CONTRACT WORK HOURS AND SAFETY STANDARDS.

Where applicable, if the Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

As a condition for receipt of funds, the Grantee agrees to comply with the Contract Work Hours and Safety Standard Act at 10 U.S.C. § 3701 et seq., as that section is amended from time to time during the term.

7. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT. N/A

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

As a condition for receipt of funds, the Grantee agrees to comply with the Clean Air Act, 42 U.S.C. § 7401 et seq., as those sections are amended from time to time during the term. Violations must be reported to the State, U.S. Department of Treasury, and the Region 4 Office of the Environmental Protection Agency.

8. SUSPENSION AND DEBARMENT.

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, Sub-part C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by sub-recipient. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City serving as recipient and named sub-recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

A prospective contractor that is listed on the government-wide Excluded Parties List System in the System for Award Management (www.SAM.gov) as suspended or debarred, CANNOT be awarded a contract funded with Federal Assistance.

9. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C 1352 (as amended).

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Federal Form 2 hereto shall be filled out, authenticated as required, and must be submitted at the time of the scheduled bid opening. Failure to submit the required forms with the bid opening will make the bid non-responsive and will be cause for rejection.

U.S. DEPARTMENT OF THE TREASURY
 CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: [Recipient to provide]	DUNS Number: [Recipient to provide] Taxpayer Identification Number: [Recipient to provide] Assistance Listing Number: 21.027
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:

Authorized Representative:

Title:

Date signed:

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

The chairman then presented the documentation for the archives building renovation bid. Commissioner Laskoski made the motion to approve the bid from Barnes & Brower, Inc. The motion was seconded by Commissioner Webb with a roll call asked. With Commissioner's Terrye Canady, David Crislip, Tim Goodroe, Steve Laskoski, Terry Leggett, Win Moore, Jim Norton, Claude Oglesby, Tommy Perkins, Mike Reeves, Steve Reeves, Elizabeth Rice, Betty Salmon, Ray Seals,

Robert Sills, Larry Watkins, David Webb, and Adrian Wiggins voting yes. With all eighteen (18) commissioner's voting yes, the motion passed.

*ROLL CALL
FAYETTE COUNTY BOARD OF COMMISSIONERS*

Archives Bid

	<i>YES</i>	<i>NO</i>	<i>ABSTAIN</i>
<i>Canady, Terrye</i>			
<i>Crislip, David</i>			
<i>Goodroe, Tim</i>			
<i>Laskoski, Steve</i>			
<i>Leggett, Terry</i>			
<i>Moore, Win</i>			
<i>Norton, Jim</i>			+
<i>Oglesby, Claude</i>			
<i>Perkins, Tommy</i>			
<i>Reeves, Mike</i>			
<i>Reeves, Steve</i>			
<i>Rhea, Matt</i>		—	
<i>Rice, Elizabeth</i>			
<i>Salmon, Betty</i>			
<i>Seals, Ray</i>			
<i>Sills, Robert</i>			
<i>Watkins, Larry</i>			
<i>Webb, David</i>			
<i>Wiggins, Adrian</i>			
<i>Total</i>	<i>18</i>		

Bid Tab

Items opened in **Somerville, TN**
 Bidder: **adrianda**
 Contract Price: **8** months
 Approximate Damages: **\$1,000** per day

Pursuant to the invitation to Bid returned for
Renovation to 128 W. Market Street - Phase 1
 bids and modifications must have been received here by
Thursday, March 16, 2023 @ 2:00 pm
 1. This declares the bidding closed, and how will proceed to open
 bids and modifications that have been received.

Signature required only by Hearing Official
 Other can be printed as applicable.
 Hearing Official: *[Signature]*
 Prepared by: **Keri Conrad**
 Reviewed by: **Ellen Wrasfay**
 Owner: **Elizabeth Rice**

Regulated Subcontractors	Bidder (name, city, license number)	Address	Phone	Base Bid	AI #1 - Add removal of paint on exterior of bldg.	AI #2 - Add paint wood ceiling & trusses	AI #3 - Add concrete padwork	AI #4 - Add lay-in ceiling cloud open office area	AI #5 - Add recessed ceiling lights	AI #6 - Add electric steam humidifier	AI #7 - Deduct existing plaster removal	Other notations
Electrical - Access Builders Plumbing - Kroy Plumbing HVAC - Brown Refrigeration Growthform - MA City - Memphis Roofing - Jesse Bryant Roofing Electrical - R.I.C. Electrical Plumbing - Curtis Harlan Plumbing HVAC - Trinity Refrigerant Company Growthform - TN City - Memphis Roofing - Jesse Bryant Roofing Electrical - Access Builders Plumbing - Kroy Plumbing HVAC - Trinity Refrigerant Company Growthform - TN City - Memphis Roofing - Jesse Bryant Roofing Electrical - Eltek Electric Plumbing - Mid South Construction Services HVAC - Trinity Refrigerant Company Growthform - TN City - Oakland, TN Roofing - SEN Roofing	Barnes & Brower, Inc. City: Memphis, TN License Number: 52754			\$888,837.00	\$9,996.00 Barnes & Brower, Inc. \$698,793.00	\$4,970.00 Barnes & Brower, Inc. \$703,863.00	\$1,295.00 Barnes & Brower, Inc. \$794,658.00	\$9,721.00 Barnes & Brower, Inc. \$712,779.00	\$4,386.00 Barnes & Brower, Inc. \$717,345.00	\$19,366.00 Barnes & Brower, Inc. \$736,511.00	(\$6,628.00) Barnes & Brower, Inc. \$727,883.00	
	D&G Contractors, Inc. City: Somersville, TN License Number: 30870			\$854,000.00	\$26,400.00 D&G Contractors, Inc. \$880,400.00	\$4,800.00 D&G Contractors, Inc. \$885,200.00	\$3,200.00 D&G Contractors, Inc. \$888,400.00	\$2,900.00 D&G Contractors, Inc. \$891,300.00	\$8,500.00 D&G Contractors, Inc. \$899,900.00	\$1,475.00 D&G Contractors, Inc. \$901,375.00	(\$9,791.00) D&G Contractors, Inc. \$891,484.00	
	Zeller Construction Services, LLC City: Memphis, TN License Number: 56709			\$688,300.00	\$60,000.00 Zeller Construction Services, LLC \$748,300.00	\$5,800.00 Zeller Construction Services, LLC \$754,100.00	\$1,800.00 Zeller Construction Services, LLC \$755,900.00	\$3,000.00 Zeller Construction Services, LLC \$758,900.00	\$4,150.00 Zeller Construction Services, LLC \$763,050.00	\$15,200.00 Zeller Construction Services, LLC \$778,250.00	(\$7,500.00) Zeller Construction Services, LLC \$771,550.00	
	Mid South Construction Services City: Oakland, TN License Number: 67847			385,378.00	\$26,570.00 Mid South Construction Services 411,948.00	\$3,000.00 Mid South Construction Services 414,948.00	\$2,780.00 Mid South Construction Services 417,728.00	\$5,169.00 Mid South Construction Services 422,897.00	\$3,883.00 Mid South Construction Services 426,780.00	\$6,000.00 Mid South Construction Services 432,780.00	(\$30,000.00) Mid South Construction Services 402,780.00	

MARKET STREET PHASE I: PROJECT COST B & B

3.16.23

	Bid
A. Construction Cost	March 16, 2023
1. Base Bid includes \$14,000 in allowances: Barnes and Brower (B&B)	Cost
1. Base Bid includes \$14,000 in allowances: Barnes and Brower (B&B)	\$689,837
a. Alternate #1 (Removal of exterior paint)	\$8,956
b. Alternate #2 (Paint wood decking & trusses)	\$4,570
c. Alternate #3 (Add concrete sidewalk)	\$1,295
d. Alternate #4 (Lay-in ceiling tile in public area)	\$8,121
e. Alternate #5 (Replace exterior awning fabric) Not accepted \$4,366	\$0
f. Alternate #6 (Add Elec. Steam Generating humidifier) Not accepted \$19,366	\$0
g. Alternate #7 (Deduct existing plaster/mortar removal)	(\$8,628)
Total Construction Cost	\$704,151
B. Design Fees & Reimbursements	Cost
1. Bid and Construction Administration Fee- Phase I	\$9,000
Total Design Fees & Reimbursements	\$9,000
C. Governmental Fees & Permits Allowances	Cost
1. Building Permit and Builder Risk(inc. in A)	\$0
2. Plan Review Fee	\$2,000
Total Governmental Fees & Permits	\$2,000
D. Land Survey & Investigation	Cost
1. Land Purchase Cost	\$0
2. Material Testings Allowance	\$1,000
Total Land Survey & Investigation	\$1,000
E. Utility Fees/ Deposit Allowances	Cost
1. Water Tap Fee / Deposit	\$3,000
2. Power Company Connecting Fees & Deposit	\$0
3. Gas Company Connection Fees & Deposit	\$2,500
4. Telephone Company Connection Fees & Deposit	\$3,000
5. TV Cable Company Connection Fees & Deposit	\$3,000
Total Utility Fees / Deposit	\$11,500
F. Furnishing, Fixtures, Equipment and Unforeseen Allowances	Cost
1. Loose Furniture by Owner	\$0
2. Access Control/Security (included in base bid 1A, allowances)	\$0
3. Technology Equipment Server by Owner	\$0
4. Unforeseen Conditions	\$50,000
5. A/V by Owner	\$0
Total Furnishing, Fixtures & Equipment and Unforeseen Allowances	\$50,000
PROJECT TOTAL	\$777,651

Notes: 1. Excludes financing costs, land acquisition costs and off-site improvements.



FAYETTE COUNTY
 126 WEST MARKET STREET
 CONSTRUCTION SCHEDULE
 PH I
 March 1, 2023

	Activity Name	Duration (Months)	Start Date	Finish Date	2023													
					Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec				
1	Advertise	0.50	3/2/23	3/16/23	█													
2	Pre-Bid	0.03	3/8/23	3/8/23	◆													
3	Bid Date at 2:00 pm - PH I	0.03	3/16/23	3/16/23	◆													
4	Review bids/Contracts	0.47	3/16/23	3/29/23	█													
5	Start Construction	8.23	3/29/23	11/30/23	█	█	█	█	█	█	█	█	█	█	█	█	█	█

From: [Ellen Wadley](#)
To: [Rhea Taylor](#)
Cc: [Kari Conrad](#); [Katrina Terrett](#)
Subject: *Sender Domain Issue - Verify Legitimacy* Market Street Bid Recommendation
Date: Thursday, March 23, 2023 2:42:39 PM
Attachments: [Project Cost Market Street Zellner 3 23 23.pdf](#)
[Project Cost Market Street B&B 3 23 23.pdf](#)

This E-Mail was flagged for an invalid SPF record in the sender's domain name. An Invalid SPF could mean mail is being sent from an illegitimate mail server and not authentic. Please verify with the sender that the E-mail was legitimately sent to you. This warning disclaimer originates from the CJIS Solutions Support Group who hosts your agency's E-mail

Mayor Taylor,
Good Morning,
Contingent on Mid-south providing backup supportive documents by the end of the day:

We recommend the following:

Reject Bid: Owner reserves the right to **reject the Bid** of any bidder whom it finds after reasonable inquire and evaluation, to be nonconforming. Owner may also reject the Bid of a Bidder, if the Owner believes that it would not be in the best interest of the project to make an award to that Bidder. Accept the lowest and best bidder; lowest bidder, whose offer, including the bidder's qualifications, best responds in quality, and capacity to fulfill and perform the requirements set forth in the solicitation of bids. Best qualified bidder in lieu of being the lowest bidder would be B&B per the alternates selected (see attached pdfs). The Mid-South Bid is Non-conforming and upon discussion with County Mayor we do not elect to enforce bid bond/security- but this recommendation will need to be run by the County's attorney to confirm. To my knowledge, bid bond claim is not required if we reject the bid.

Cite factors for rejections- Defensible reason:

- i. Scope bid meeting, 3.22.23 with apparent low bidder Mid-South Construction Services stated they inquired with roof sub. if indeed he is qualified, and has the certifications for commercial roofing installation per one of the three mfr. listed in the project manual. He stated the roofing included in the bid may be certified with Versico Roofing Systems but did not know for sure. We requested backup supporting documents & certification letters from the roof manufacturers by Thursday, 3.23.23. He said he received another price for the roof scope of work from a certified roof sub. and this new roof price will make his bid over the margin for him to accept this new roof bid and keep his original bid.
- ii. Mid-South admitted to missing dumpster, clean up and painting and stated this is approx. \$30,000 +.
- iii. Qualifications; roof portion of bid is low; roof subcontractor is not certified with the roof manufacturer as required by the contract documents.
- iv. Bid that does not conform to the applicable specifications and Fleming

does not recommend that it would not be in the best interest of the project
to make an award to this Bidder

I can update this if we receive any information from Mid-South.

Thank you,

E

Ellen A. Wadley
Senior Architect | Quality Assurance

FLEMING ARCHITECTS | [5101 Wheelis Drive, Suite 215 | Memphis, TN 38117](#)
p. 901.767.3924 | ewadley@flamingarchitects.com
[website](#) | [linkedin](#) | [twitter](#) | [youtube](#)

Commissioner Oglesby made the motion to approve the archive budget amendment fund 171. The motion was seconded by Commissioner Leggett with a roll call vote asked. With Commissioner's Terrye Canady, David Crislip, Tim Goodroe, Steve Laskoski, Terry Leggett, Win Moore, Jim Norton, Claude Oglesby, Tommy Perkins, Mike Reeves, Steve Reeves, Elizabeth Rice,

Betty Salmon, Ray Seals, Robert Sills, Larry Watkins, David Webb, and Adrian Wiggins voting yes. With all eighteen (18) voting yes the motion was approved.

*ROLL CALL
FAYETTE COUNTY BOARD OF COMMISSIONERS*

Archives Bid

	<i>YES</i>	<i>NO</i>	<i>ABSTAIN</i>
<i>Canady, Terrye</i>			
<i>Crislip, David</i>			
<i>Goodroe, Tim</i>			
<i>Laskoski, Steve</i>			
<i>Leggett, Terry</i>			
<i>Moore, Win</i>			
<i>Norton, Jim</i>			+
<i>Oglesby, Claude</i>			
<i>Perkins, Tommy</i>			
<i>Reeves, Mike</i>			
<i>Reeves, Steve</i>			
<i>Rhea, Matt</i>		—	
<i>Rice, Elizabeth</i>			
<i>Salmon, Betty</i>			
<i>Seals, Ray</i>			
<i>Sills, Robert</i>			
<i>Watkins, Larry</i>			
<i>Webb, David</i>			
<i>Wiggins, Adrian</i>			
<i>Total</i>	<i>18</i>		

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 28th day of March, 2023, 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 22/23
Mar-23**

<u>Adjustment to Expenditure Accounts:</u>	<u>DECREASE</u>	<u>INCREASE</u>
58900		
Miscellaneous		
799 Other Capital Outlay		\$ 780,000.00
Subtotal-58900	\$ -	\$ 780,000.00
 TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:	 <u>\$ -</u>	 <u>\$ 780,000.00</u>
 Prior Estimated Expenditures		 \$ 24,338,935.47
Total Estimated Expenditures this Amendment		\$ 25,118,935.47
 Projected Fund Balance before Amendment		 \$ 6,958,649.19
Change in Fund Balance this Amendment		\$ (780,000.00)
 Estimated Ending Fund Balance as of June 30, 2023		 \$ 6,178,649.19

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

Rhea Taylor, County Mayor

ATTEST:

Shana N. Burch, County Clerk