

MINUTES
CHEATHAM COUNTY LEGISLATIVE BODY
REGULAR SESSION
May 17, 2021

BE IT THEREFORE REMEMBERED, That the Cheatham County Legislative Body met in the General Sessions Courtroom, Ashland City, Tennessee on May 17, 2021 in Regular Session. Chairman Mr. Donnie Jordan and County Clerk Ms. Teresa Gupton presided. County Mayor Mr. Kerry McCarver and County Attorney Mr. Michael Bligh attended.

COUNTY COMMISSIONERS

DAVID ANDERSON	DONNIE JORDAN
GARY BINKLEY	WALTER WEAKLEY
ANN JARREAU	DIANA PIKE LOVELL
TIM WILLIAMSON	EUGENE O. EVANS, SR.
CHRIS GILMORE	ED GREER
CONNIE MAYO	RANDY LILES

PUBLIC FORUM: Chairman, Mr. Donnie Jordan opened Public Forum at 6:06 P.M.

Public Forum closed at 6:08 P.M.

PUBLIC HEARING: Chairman, Mr. Donnie Jordan opened Public Hearing at 6:10 P.M.

The following was advertised to be heard:

- 1.) *Paul and Beth Ellis, requesting a Zone Change from R1 to Ag for Map 67, parcel 5.03.. Property is located off Wiley Pardue Rd., in the 5th voting district, and is not in a Special Flood Hazard Area*
- 2.) *Robert Holt, representing William Traughber, requesting a Zone Change from I2 to C1 for a .65 acre (28,314 sq. ft.) portion of Map 21, Parcel 10.01. Property is located on McMahan Hollow Rd., in the 2nd voting district, and a portion of the property is in a Special Flood Hazard Area.*
- 3.) *J.C. Brewer, requesting Zone Change from Ag to E1 for Map 68, Parcel 41. Property is located at 1047 Wallace Williams Rd., in the 5th voting district, and is not in a Special Flood Hazard Area.*

Public Hearing closed at 6:18 P.M.

THE MEETING WAS CALLED TO ORDER by Sheriff, Mike Breedlove at 6:18 P.M.

Invocation was offered by Mr. Ronnie Barron.

County Clerk Ms. Teresa Gupton called the roll. There being eleven Commissioners present, Chairman, Mr. Donnie Jordan declared a Quorum. See Resolution 1.

David Anderson	Present	Donnie Jordan	Present
Gary Binkley	Present	Walter Weakley	Present
Ann Jarreau	Present	Diana Pike Lovell	Present
Tim Williamson	Present	Eugene O. Evans, Sr.	Absent
Chris Gilmore	Present	Ed Greer	Present
Connie Mayo	Present	Randy Liles	Present

Motion was made by Mr. David Anderson seconded by Mr. Walter Weakley to add the 2021 THDA Home Grant under the Mayor's Segment on the Agenda for the May 17, 2021 Legislative Body Meeting.

Motion approved by voice vote 1 Absent. See Resolution 2.

Motion was made by Mr. Ed Greer seconded by Mr. Walter Weakley to approve the Agenda as amended for the May 17, 2021 Legislative Body Meeting.

Motion approved by voice vote 1 Absent. See Resolution 3.

Motion was made by Ms. Diana Lovell seconded by Mr. Tim Williamson to approve the Minutes from the April 19, 2021 Regular Session Meeting.

Motion approved by voice vote 1 Absent. See Resolution 4.

BUILDING COMMISSIONER – MR. FRANKLIN WILKINSON: Motion was made by Ms. Diana Lovell, seconded by Mr. Walter Weakley to approve the zone change request for Paul and Beth Ellis, from R1 to Agriculture, for Map 67, Parcel 5.03. Property is located off Wiley Pardue Road, in the 5th voting district and is not in a Special Flood Hazard Area.

Motion approved by roll call vote 11 Yes 0 No 1 Absent. See Resolution 5.

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Absent
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Yes

Motion was made by Mr. Tim Williamson, seconded by Mr. Chris Gilmore to approve the zone change request for Robert Holt, representing William Traughber, from I2 to C1, for a .65 acre (23,314 sq. ft.) portion of Map 21, Parcel 10.01. Property is located on McMahan Hollow Road, in the 2nd voting district and a portion of the property is in a Special Flood Hazard Area.

Motion approved by roll call vote 11 Yes 0 No 1 Absent. See Resolution 6.

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Absent
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Yes

Motion was made by Ms. Diana Lovell, seconded by Mr. Ed Greer to defer until the June Commission Meeting the zone change request for J.C. Brewer, from Agriculture to E1, for property located at 1047 Wallace Williams Road, Map 68, Parcel 41.

Motion approved by voice vote 1 Absent. See Resolution 7.

Mr. Walter Weakley thanked the Mayor and Commission for the approval of the 1.6 acre lot for the Veterans Memorial Park. Mr. Weakley also stated that they had a great turn out at the park this past Saturday.

COUNTY MAYOR- MAYOR MR. KERRY MCCARVER: County Mayor, Mr. Kerry McCarver presented, motion was made by Mr. David Anderson, seconded by Mr. Tim Williamson, to approve the following:

- A.) *The Mayor's signature on Real Property Exchange Agreement between Cheatham County (Tennessee Waltz Parkway) and Ashland City (City Hall)*
- B.) *The Mayor's signature on Dataworks Plus Contract for Sheriff's Office*
- C.) *The Mayor's signature on Courtware Solutions, Inc. Contract*
- D.) *The Mayor's signature on Inmate Excess Medical Insurance thru Gerber Life Insurance Company*
- E.) *The Mayor's signature on Subscription Agreement between Acid Remap LLC and Cheatham County EMS*
- F.) *The Mayor's signature on contract between the State of Tennessee Department of Transportation and Cheatham County*
- G.) *To support 2021 THDA Home Grant Program*

Motion approved by roll call vote 11 Yes 0 No 1 Absent. See Resolution 8.

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Absent
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Yes

DIRECTOR OF ACCOUNTS- MS. SANDRINE BATTS: Budget Committee recommended, motion was made by Mr. David Anderson, seconded by Mr. Tim Williamson to authorize the following budget amendments for the County General Fund:

Jail	\$437.50
Jail	\$18,950.00
Jail	\$9,000.00
Rabies and Animal Control	\$3,231.00
Sheriff's Department	\$36,000.00
Sheriff's Department	\$2,750.00
Sheriff's Department	\$242.89
Ambulance/Emergency Medical Services	\$72,012.21

Budget Vote: 4 Yes 0 No 1 Absent
Funding Source: Various

County Clerk's Office \$2,500.00

Funding Source: County Clerk State Fees Reserve

Motion approved by roll call vote 11 Yes 0 No 1 Absent. See Resolution 9.

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Absent
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Yes

Budget Committee recommended, motion was made by Ms. Diana Lovell, seconded by Mr. Tim Williamson to authorize the following budget amendments to the Highway/Public Works Fund:

Other Charges \$801.63

Budget Vote: 4 Yes 0 No 1 Absent
Funding Source: Reimbursement from General Purpose School Fund

Motion approved by roll call vote 11 Yes 0 No 1 Absent. See Resolution 10.

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Absent
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Yes

Budget Committee recommended, motion was made by Mr. Tim Williamson, seconded by Mr. David Anderson to authorize the following budget amendments to the General Purpose School and School Federal Projects Fund:

General Purpose School \$400,000.00
School Federal Projects \$400,000.00

School Board Vote: 4 Yes 0 No 2 Absent

Education Vote: 4 Yes 0 No 3 Absent

Funding Source: Transfer from General Purpose School Fund to School Federal Projects Fund

Motion approved by roll call vote 11 Yes 0 No 1 Absent. See Resolution 11.

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Absent
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Yes

Budget Committee recommended, motion was made by Mr. Gary Binkley, seconded by Ms. Diana Lovell to authorize the surplus of the following county assets:

Department: Animal Control

Item: Red Storage Building Located Behind Animal Control

Additional Information: Item is over 30 years old, damaged, and has reached end of life

Once approved for surplus, item will be sold, recycled, or disposed of.

Department: Cheatham County

Item: Approximately 175 Acres (former AO Smith property)

Once approved for surplus, property will be part of a transaction to obtain city building located on Court Street.

Budget Vote: 4 Yes 0 No 1 Absent

Funding Source: None

Motion approved by roll call vote 11 Yes 0 No 1 Absent. See Resolution 12.

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Absent
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Yes

Budget Committee recommended, motion was made by Ms. Diana Lovell, seconded by Mr. David Anderson to authorize the following County assets surplus:

Department: EMS

Items: 2006 Zoll E Series Cardiac Monitor

Serial Number: AB06I002450

Additional Information: Item has reached end of life

Once approved for surplus, items will be sold, recycled, or disposed of

Budget Vote: 4 Yes 0 No 1 Absent

Funding Source: None

Motion approved by roll call vote 11 Yes 0 No 1 Absent. See Resolution 13.

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Absent
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Yes

Budget Committee recommended, motion was made by Mr. Tim Williamson, seconded by Mr. Walter Weakley to deny a Three- Year Capital Outlay Note for \$267,688.82 for KSES Playground Equipment:

School Board Vote: 4 Yes 0 No 2 Absent

Budget Vote: Motion to deny 4 Yes 0 No 1 Absent

Education Vote: Motion to defer back to Budget Committee for reconsideration on 5/17/2021 4 Yes 0 No 1 Absent

Funding Source: Note Proceeds

Mr. Gary Binkley called for question.

Motion failed by roll call vote 5 Yes 6 No 1 Absent.

David Anderson	No	Donnie Jordan	Yes
Gary Binkley	No	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	No
Tim Williamson	Yes	Eugene O. Evans, Sr.	Absent
Chris Gilmore	No	Ed Greer	Yes
Connie Mayo	No	Randy Liles	No

Motion was made by Mr. Gary Binkley, seconded by Ms. Diana Lovell to approve the Three-Year Capital Outlay Note for \$267,688.82 for KSES Playground Equipment.

Motion was made by Mr. Tim Williamson, seconded by Mr. Ed Greer to defer the Three- Year Capital Outlay Note for \$267,688.82 for KSES Playground Equipment for 30 days to get total cost to fix all playgrounds:

Motion failed by roll call vote 4 Yes 7 No 1 Absent.

David Anderson	No	Donnie Jordan	Yes
Gary Binkley	No	Walter Weakley	Yes
Ann Jarreau	No	Diana Pike Lovell	No
Tim Williamson	Yes	Eugene O. Evans, Sr.	Absent
Chris Gilmore	No	Ed Greer	Yes
Connie Mayo	No	Randy Liles	No

Original motion was made by Mr. Gary Binkley, seconded by Ms. Diana Lovell to approve a Three- Year Capital Outlay Note for \$267,688.82 for KSES Playground Equipment:

Mr. Gary Binkley called for question.

Motion approved by roll call vote 7 Yes 4 No 1 Absent. See Resolution 14.

David Anderson	Yes	Donnie Jordan	No
Gary Binkley	Yes	Walter Weakley	No
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	No	Eugene O. Evans, Sr.	Absent
Chris Gilmore	Yes	Ed Greer	No
Connie Mayo	Yes	Randy Liles	Yes

Budget Committee recommended, motion was made by Ms. Diana Lovell, seconded by Mr. Chris Gilmore to authorize the approval to supplement three deputy positions titled as drug investigators:

Budget Vote: 4 Yes 0 No 1 Absent
Funding Source: Drug Control Fund

Motion approved by roll call vote 11 Yes 0 No 1 Absent. See Resolution 15.

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Absent
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Yes

COUNTY ATTORNEY – MR. MICHAEL BLIGH: Mr. Bligh invited questions.

ECONOMIC AND COMMUNITY DEVELOPMENT – MR. JEROME TERRELL: Mr. Terrell stated the turn out at the new Veterans Memorial Park Saturday was unbelievable, he is very proud. Mr. Terrell gave a report on 7 active projects in the works.

Mr. Walter Weakley asked if the Port was still interested in using the old Highway Department Property. Mr. Jerome Terrell stated several issues have made them reconsider.

OTHER COUNTY OFFICIALS

TRUSTEE – MS. MARGIE JARRELL: Monthly report is included in the packet.

CIRCUIT COURT CLERK – MS. JULIE HIBBS: Motion was made by Mr. Walter Weakley, seconded by Mr. Gary Binkley to approve a resolution to request the unclaimed balance of accounts remitted to the state treasurer under the unclaimed property act.

Motion approved by roll call vote 11 Yes 0 No 1 Absent. See Resolution 16.

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Absent
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Yes

SHERIFF – MR. MIKE BREEDLOVE: Sheriff Breedlove stated there was an increase in domestic violence. Sheriff Breedlove stated he is working with the State and Homeland Security on a new program that will merge with other states allowing the deputies access to more information.

SCHOOL BOARD- DR. CATHY BECK: Dr. Cathy Beck stated the Innovative Highschool Grant was awarded to Cheatham County Central High School. Dr. Cathy Beck stated Graduation is next week. Summer School is being offered to help students affected by COVID restrictions.

COUNTY SERVICES

UT EXTENSION- MR. RONNIE BARRON: Mr. Ronnie Barron stated that Dr. Cathy Beck recognized the winners for the 4H livestock contest at the School Board Meeting. Mr. Barron stated the 4H agents camp are not operating as normal, this year they will be traveling through all counties to allow the kids to still engage in activities due to COVID-19 regulations. Mr. Barron stated the Youth Leadership group went to the State Capital and met with Governor Bill Lee. Mr. Barron stated Ms. Aneta Eichler had several programs in the works.

STANDING COMMITTEES

BEER BOARD- Ms. Diana Lovell stated they did meet. Ms. Diana Lovell stated they approved a Beer Permit for O'Brien's General Store.

EDUCATION- Mr. Williamson stated they did meet. The items discussed have already been addressed.

EMERGENCY SERVICES- Mr. Donnie Jordan stated they did meet. Mr. Donnie Jordan stated the Fire Tax and the Fire Departments request for additional funding was discussed.

CAPITAL IMPROVEMENTS – Mr. Binkley stated they did meet. There was discussion about issuing a free wheel tax sticker for Volunteer Fire Fighters.

CALENDAR, RULES AND NOMINATING – They did meet. Mr. David Anderson stated he spoke with Judge Maxey on codes violation and what legal recourse they have. Mr. David Anderson stated they are working with the Sheriff’s Department on the trash pickup issue.

TECHNICAL COMMITTEE – They did meet.

ROAD AND BRIDGE – They did not meet.

CONSENT CALENDAR

Motion was made by Mr. Gary Binkley, seconded by Ms. Diana Lovell to approve the following applicants for Notary Public:

Notaries

<i>Michele L. Benck</i>	<i>Andrew M. Boggan</i>	<i>Dana Campbell</i>
<i>Kandi K. Floyd-Trice</i>	<i>Janet Butler Gigandet</i>	<i>Michael Gigandet</i>
<i>Amanda Keffer</i>	<i>Kelsey Lantrip</i>	<i>Leonard C. Lewis</i>
<i>Vivian Milom</i>	<i>Anna E. Rivera</i>	<i>Ynell R. Songstad</i>
<i>E. Susanne Taylor</i>	<i>Sean Waters</i>	

Motion approved by voice vote 1 Absent. See Resolution 17.

ANNOUNCEMENTS AND STATEMENTS

Sheriff Mr. Mike Breedlove invited everyone to attend the Open House at the Sheriffs Office on the last Monday in June before the Commission Meeting.

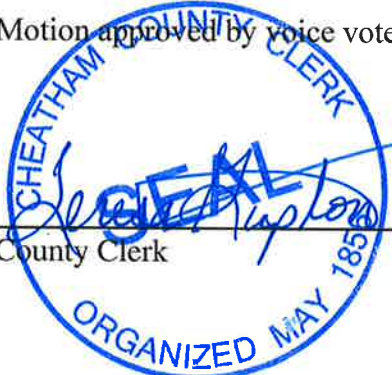
Mr. David Anderson stated One Gen Away issued a food giveaway last Saturday. Mr. Anderson stated tomorrow at the David McCullough room, One Gen will be hosting a free breakfast at 8:30 A.M.

Mr. Walter Weakley reminded everyone to remember our fallen soldiers on Memorial Day.

Mr. B.J. Hudspeth stated this week is EMS appreciation week.

After discussion, motion was made by Mr. Gary Binkley, seconded by Mr. Walter Weakley to adjourn at 8:00 P.M.

Motion approved by voice vote 1 Absent. See Resolution 18.

The seal of Cheatham County Clerk is circular with the text "CHEATHAM COUNTY CLERK" around the top and "ORGANIZED MAY 1850" around the bottom. In the center, there is a signature in blue ink that appears to be "Diana Lovell".

County Clerk

Legislative Body Chairman

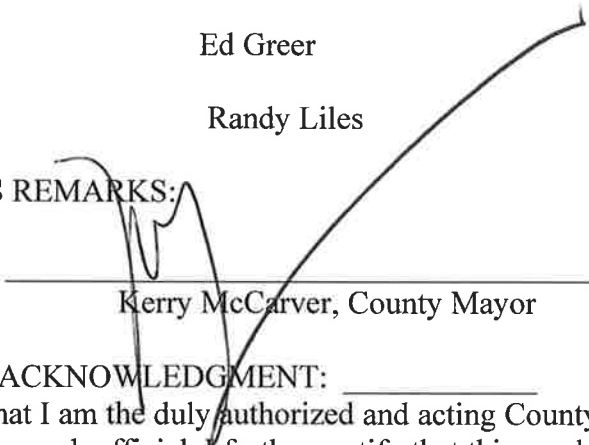
RESOLUTION: 1
RESOLUTION TITLE: Quorum
DATE: May 17, 2021
MOTION BY:
SECONDED BY:
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17th day of May 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, There being eleven Commissioners present a quorum is declared.

RECORD:

David Anderson	Donnie Jordan
Gary Binkley	Walter Weakley
Ann Jarreau	Diana Pike Lovell
Tim Williamson	Eugene O. Evans, Sr. Absent
Chris Gilmore	Ed Greer
Connie Mayo	Randy Liles

CHEATHAM COUNTY MAYOR'S REMARKS:

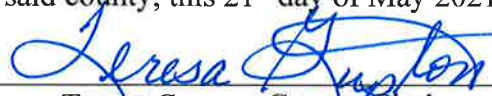

Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Teresa Gupton, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness my official signature and seal of said county, this 21st day of May 2021.




Teresa Gupton, County Clerk

RESOLUTION: 2
RESOLUTION TITLE: To Add The THDA Home Grant Program Resolution Under The Mayor's Segment On The Agenda
DATE: May 17, 2021
MOTION BY: Mr. David Anderson
SECONDED BY: Mr. Walter Weakley

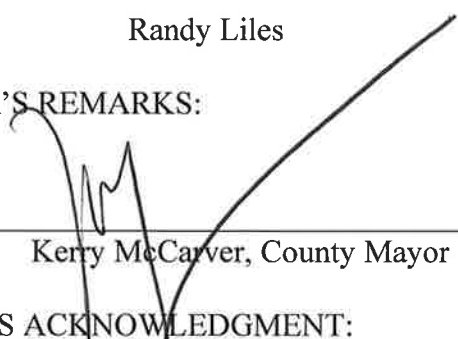
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17th day of May 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to add the 2021 THDA Home Grant Program Resolution to the Mayor's Segment on the Agenda for the May 17, 2021 Legislative Body Meeting.

RECORD: Approved by voice vote 1 Absent.

David Anderson	Donnie Jordan
Gary Binkley	Walter Weakley
Ann Jarreau	Diana Pike Lovell
Tim Williamson	Eugene O. Evans, Sr. Absent
Chris Gilmore	Ed Greer
Connie Mayo	Randy Liles

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Teresa Gupton, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 21st day of May 2021.

Teresa Gupton
Teresa Gupton, County Clerk



RESOLUTION: 3
RESOLUTION TITLE: To Approve Agenda As Amended
DATE: May 17, 2021
MOTION BY: Mr. Ed Greer
SECONDED BY: Mr. Walter Weakley

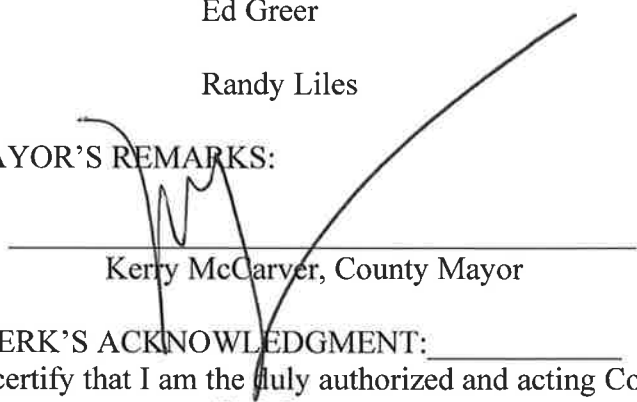
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17th day of May 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the amended agenda for the May 17, 2021 Legislative Body meeting is approved.

RECORD: Approved by voice vote 1 Absent.

David Anderson	Donnie Jordan
Gary Binkley	Walter Weakley
Ann Jarreau	Diana Pike Lovell
Tim Williamson	Eugene O. Evans, Sr. Absent
Chris Gilmore	Ed Greer
Connie Mayo	Randy Liles

CHEATHAM COUNTY MAYOR'S REMARKS:



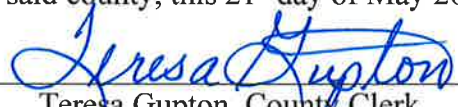
Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Teresa Gupton, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 21st day of May 2021.





Teresa Gupton, County Clerk

RESOLUTION: 4
RESOLUTION TITLE: To Approve Minutes
DATE: May 17, 2021
MOTION BY: Ms. Diana Lovell
SECONDED BY: Mr. Tim Williamson

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17th day of May, 2021, in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, The Minutes from the April 19, 2021 Regular Session Legislative Body Meetings are approved.

RECORD: Approved by voice vote 1 Absent.

David Anderson	Donnie Jordan
Gary Binkley	Walter Weakley
Ann Jarreau	Diana Pike Lovell
Tim Williamson	Eugene O. Evans, Sr. Absent
Chris Gilmore	Ed Greer
Connie Mayo	Randy Liles

CHEATHAM COUNTY MAYOR'S REMARKS:



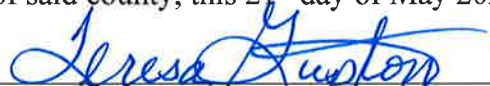
Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Teresa Gupton, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection

Witness, My official signature and seal of said county, this 21st day of May 2021.





Teresa Gupton, County Clerk

RESOLUTION: 5

RESOLUTION TITLE: To Approve A Zone Change Request For Paul And Beth Ellis On Property Located Off Wiley Pardue Road

DATE: May 17, 2021

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. Walter Weakley

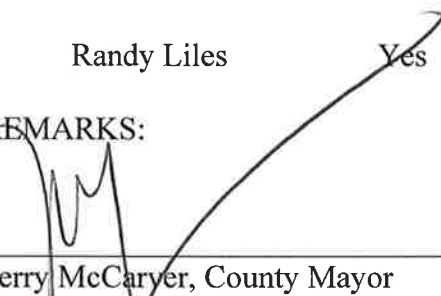
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17th day of May 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the zone change request for Paul and Beth Ellis, from R1 to Agriculture for Map 67, Parcel 5.03. Property is located off Wiley Pardue Road, in the 5th voting district, and is not in a Special Flood Hazard Area.

RECORD: Approved by roll call vote 11 Yes 0 No 1 Absent

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Absent
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:



 Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Teresa Gupton, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 21st day of May 2021.


Teresa Gupton, County Clerk

RESOLUTION: 6

RESOLUTION TITLE: To Approve A Zone Change Request For Robert Holt Representing William Traughber On Property Located On McMahan Hollow Road

DATE: May 17, 2021

MOTION BY: Mr. Tim Williamson

SECONDED BY: Mr. Chris Gilmore

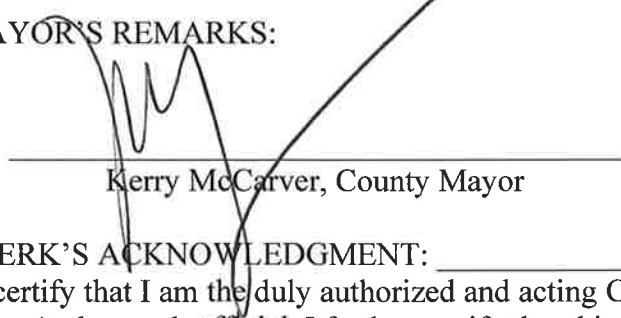
COMPLETED RESOLUTION:

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RECORD: Approved by roll call vote 11 Yes 0 No 1 Absent

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Absent
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Teresa Gupton, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 21st day of May 2021.


Teresa Gupton, County Clerk



RESOLUTION: 7
RESOLUTION TITLE: To Defer A Zone Change Request For J.C. Brewer On Property Located At 1047 Wallace Williams Road
DATE: May 17, 2021
MOTION BY: Ms. Diana Lovell
SECONDED BY: Mr. Ed Greer

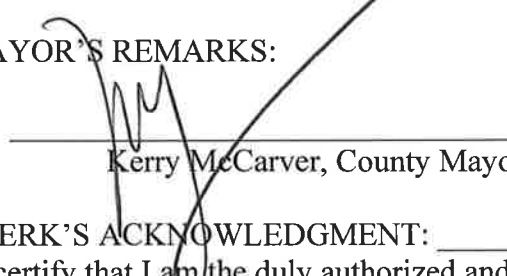
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17th day of May 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to defer until the June meeting the zone change request for J.C. Brewer from Agriculture to E1, for property located at 1047 Wallace Williams Road, Map 68, Parcel 41 for purpose of advertising to neighbors.

RECORD: Approved by voice vote 1 Absent

David Anderson	Donnie Jordan
Gary Binkley	Walter Weakley
Ann Jarreau	Diana Pike Lovell
Tim Williamson	Eugene O. Evans, Sr. Absent
Chris Gilmore	Ed Greer
Connie Mayo	Randy Liles

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Teresa Gupton, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 21st day of May 2021.

Teresa Gupton

Teresa Gupton, County Clerk



RESOLUTION: 8 (A)

RESOLUTION TITLE: To Approve The Mayor's Signature On Real Property Exchange Between Cheatham County And Ashland City

DATE: May 17, 2021

MOTION BY: Mr. David Anderson

SECONDED BY: Mr. Tim Williamson

COMPLETED RESOLUTION:

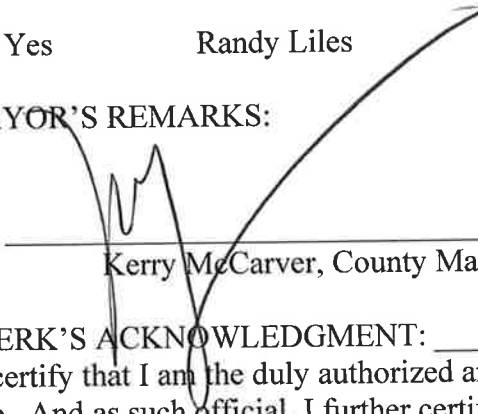
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17th day of May 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the Mayor's signature on Real Property Exchange Agreement between Cheatham County (Tennessee Waltz Parkway) and Ashland City (City Hall).

A copy of the Agreement is attached.

RECORD: Approved by roll call vote 11 Yes 0 No 1 Absent

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Absent
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:

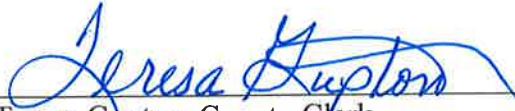


 Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Teresa Gupton, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 21st day of May 2021.

A handwritten signature in blue ink, reading "Teresa Gupton", written over a horizontal line.

Teresa Gupton, County Clerk



REAL PROPERTY EXCHANGE AGREEMENT

This Real Property Exchange Agreement (“Agreement”) is made and entered into this the ____ day of _____, 2020, by and between Cheatham County (hereinafter known as "County") and Town of Ashland City, (hereinafter known as "Town").

Whereas the County is the owner of certain real property located in Ashland City, Tennessee bounded in part by Tennessee Waltz Parkway and consisting of all the property still owned by the County that was conveyed to the County by State Industries by Special Warranty Deed of record at Book 370, page 394, Register’s Office of Cheatham County, Tennessee and identified as Tax Map 055, Parcel 013.00 (the “Tennessee Waltz Parkway Property”); and

Whereas the Town is the owner of certain real property known as 100 Court Street, Ashland City, Tennessee and identified as Tax Map 011, Parcel 055C (“City Hall”);

Whereas the County and the Town wish to exchange their respective properties under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **Conveyance.** The County agrees to convey the Tennessee Waltz Property to the Town for and in consideration for the Town’s conveyance to the County of City Hall. The Town agrees to convey City Hall to the County for and in consideration of County’s conveyance to the Town of the Tennessee Waltz Parkway Property. The conveyance of City Hall to the County shall include the generator that is currently located on the property.

2. **Exchange Value.** The County and the Town agree that the properties to be exchanged are of equal value and each parcel is fair and reasonable consideration for the other. The parties acknowledge that this transfer of properties is for a public purposes. The County is in need of the property in question for the extension of a county jail. The City is in need of the property in question for the expansion of parks and the expansion in the future of the waste water plant. Parties further acknowledge that this transfer is allowed pursuant to Tennessee law.

3. **Restrictive Covenants.** The parties acknowledge that the Tennessee Waltz Parkway Property is subject to various easements, restrictions, covenants and obligations of record including a Right of First Refusal as set forth in the deed to Cheatham County, Tennessee of record at Book 370, page 394, Register's Office of Cheatham County and will remain subject to such Right of First Refusal following conveyance to the Town. The parties agree that the conveyance of the Tennessee Waltz Parkway Property to the Town will be further subject to a restrictive covenant reasonably acceptable to the County providing that the residents of the County will be treated equally with respect to the use of any facilities developed on the Tennessee Waltz Property and no preference for citizen of the Town over other citizens of the County will be imposed.

4. **Property Sold "As-Is"** The parties agree that each has made such inquiry and inspection as deemed necessary with respect to the properties and neither party makes any representation or warranty (except warranties of title) with respect to the properties being exchanged.

5. **Title and Title Insurance.** The County and the Town will convey the Tennessee Waltz Parkway Property and City Hall, respectively, to the other free and clear of all liens and encumbrances except for the applicable easements, set backs, and subdivision restrictions and other restrictions of record or noted herein for said property by general warranty deed. Each party may obtain at its expense an owner's title insurance policy insuring the marketability of the title to the property such party is conveying. In addition, Town will convey by quitclaim deed any right, title, and interest it may have in the property known as Court Street located, in part, immediately adjacent to City Hall. Town acknowledges the Tennessee Waltz Parkway Property is subject to the certain Lease dated May 21, 2019, as amended, by and between Cheatham County and Mac E. Baggett, Jr. for use for agricultural purposes.

6. **Closing and Closing Costs.** Each party will be responsible for preparing the warranty deed to present to the other side for the transfer of properties. Each party will be responsible for their own expenses. Each party will pay for the recording fees for the warranty deed for the property it is receiving. There will be no proration of either city taxes or county taxes since both parties are governmental entities and are not subject to taxes. Possession will be given as of the date of deed.

7. **Closing Date.** This transaction is expected to be closed on or before June 1, 2021 or at a time earlier as agreed upon by the parties. Time is of the essence of this Agreement.

8. **Interim Use of County Property.** In order to allow the Town to vacate City Hall, the County agrees to permit the Town to use certain County facilities pending

completion of a replacement for City Hall. The County will provide space to the Town for city council meetings, planning commission meetings, Board of Zoning appeals meetings, traffic court, traffic school, and general session court. The County will make available to the Town the David McCullough Room and the large conference room located at the Cheatham County Government complex at Sycamore Square, Ashland City, Tennessee for these uses. In addition, the County will allow the Town to use the courtrooms located in the Cheatham County Courthouse for the Town's judicial proceedings to the extent such courtrooms are available, and the use has been approved by the appropriate judges. The parties will cooperate and work in good faith to schedule all the Town's reasonable requests for use of County's property.

The Town agrees: (i) the Town's use of the County's facilities will not disrupt County functions; (ii) the Town will provide any necessary security in connection with its use of County facilities; (iii) the Town will be responsible for any damage to County facilities during the Town's use; and (iv) the Town will ensure that its insurance policies will provide coverage for the Town's activities at County facilities. It is not anticipated that the Town's use of County facilities will result in additional costs to the County, but the Town agrees to reimburse the County for such costs if they occur.

The Town's use of the County facilities will continue until the earlier of the completion of a replacement for City Hall or July 1, 2022.

9. **Real Estate Commissions.** Each party represents that no real estate commission or sales fees will be due upon the closing of this transaction.

10. **Risk of Loss.** The County shall bear the risk of hazard damage or loss through the date of closing with respect to the Tennessee Waltz Property and thereafter Town shall bear such risk. The Town shall bear the risk of hazard damage or loss through the date of closing with respect to City Hall and thereafter County shall bear such risk.

11. **Entire Agreement.** It is expressly understood and agreed that this instrument contains the entire agreement between the parties and except as herein noted there are no oral or collateral conditions, agreements, or representations, all such having been resolved and incorporated herein.

12. **Default.** Should either party default in the performance of the terms and conditions of this agreement and the other party is required to bring suit for damages and/or specific performance to enforce the terms and conditions of this agreement then the prevailing party in such suit shall be additionally entitled to recover its reasonable attorney's fees.

13. **Authority.** Each party represents that this Agreement has been duly approved by their respective governing bodies which for the County is the county commission and for the Town is the city council.

IN WITNESS WHEREOF, the parties have hereunto set their hands in agreement as of the day and date first above written.

CHEATHAM COUNTY:

Kerry McCarver
Cheatham County Mayor

Date: _____

TOWN OF ASHLAND CITY:

Steve Allen
Ashland City Mayor

Date: _____

RESOLUTION: 8 (B)

RESOLUTION TITLE: To Approve The Mayor's Signature On Dataworks Plus Contract For Sheriff's Office

DATE: May 17, 2021

MOTION BY: Mr. David Anderson

SECONDED BY: Mr. Tim Williamson

COMPLETED RESOLUTION:

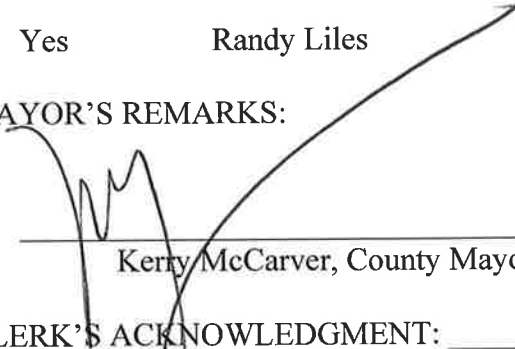
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17th day of May 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the Mayor's signature on Dataworks Plus Contract for Sheriff's Office.

A copy of the Contract is attached.

RECORD: Approved by roll call vote 11 Yes 0 No 1 Absent

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Absent
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Teresa Gupton, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 21st day of May 2021.



Teresa Gupton

Teresa Gupton, County Clerk

DataWorks Plus, LLC
728 N. Pleasantburg Drive
Greenville, SC 29607



866-632-2780 (Toll-Free)
864.672.2780 (P)
864.672.2787 (F)

AGENCY: Cheatham County Sheriff's Office
200 Court Square
Ashland, TN 37015

TERM EFFECTIVE: Start: 7/1/2021 End: 6/30/2022

NOTE: THIS DOCUMENT IS NOT AN INVOICE. AGENCY MUST RETURN SIGNED COPY OF RENEWAL OR A PURCHASE ORDER IN ORDER TO RECEIVE INVOICE.

STANDARD SOFTWARE AND HARDWARE SUPPORT: (AMOUNT: \$1,966.80)

- 8 a.m. – 5 p.m. (M-F, Excluding Holidays) Telephone Support: 2 Hour Response
- Free Remote SOFTWARE Updates for DataWorks Plus Applications During Normal Business Hours – does not include Operating System
- Remote Dial-in Analysis
- Shipping for Covered Defective HARDWARE (listed below) with Remote Installation Assistance

DWP Job Number 16-00888:

***Hardware:* FINAL YEAR OF HARDWARE COVERAGE**

One (1) Dell Precision 5810 2.8GHz Workstation (Service Tag: D8YBRD2)

- 1 x Extra Network Card
- 2 x 500GB Drives
- 1 x 8GB RAM
- 1 x 1TB Backup Drive

One (1) ViewSonic Monitor

- Serial Number: UD3161741170

One (1) UPS 620

- Serial Number: 5A1619T25877

One (1) Motorola Symbol 1D/2D DS9808 Hybrid Barcode Scanner

- Serial Number: 16235000501806

One (1) Canon T3 Camera

- Serial Number: 322074008931

One (1) Crossmatch 500P Scanner

- Serial Number: 006000565.H2016

Software:

One (1) LiveScan Plus Software Application

DWP Job Number 16-01256, PO# 25771:

FINAL YEAR OF HARDWARE COVERAGE

One (1) Lexmark MS810dtn Printer

- Serial Number: 40637D66057DK

1. REPORTING A PROBLEM TO DATAWORKS PLUS:

- 1.1 The **Agency** can contact Technical Support using either of the following options:
 - Toll-free telephone support (**866-632-2780, dial "3" for Customer Support**)
 - Email: **support@dataworksplus.com**
- 1.2 The **Agency** should use our toll-free number to report problems that require immediate attention. To expedite the problem, the **Agency** needs to have readily available, the machine name or IP address of HARDWARE or SOFTWARE with the problem, the type of SOFTWARE with the issue and a sample record number.

2. DATAWORKS PLUS RESOLUTION PROCESS: (SEE ADDENDUM/EXCLUSIONS)

- 2.1 DATAWORKS PLUS Technical Support Team will open a ticket in our tracking system as acknowledgment of an issue reported to us. The **Agency** can request the ticket number for their tracking purposes.
- 2.2 DATAWORKS PLUS Technical Support will connect to the system remotely to determine the problem and resolution.
 - DATAWORKS PLUS will contact the **Agency** upon closure of the ticket.
 - DATAWORKS PLUS will, at no additional expense to the **Agency**, correct any failures of the covered SOFTWARE to meet its specifications.
- 2.3 If the remote site support does not satisfactorily resolve the problem, DATAWORKS PLUS may choose to send a qualified technician to your site to correct the problem. The decision to send a technician onsite will be at the sole discretion of DATAWORKS PLUS and will be done at no additional expense to the **Agency**.

3. DATAWORKS PLUS RESPONSIBILITIES TO SOFTWARE:

- 3.1 DATAWORKS PLUS will, at no additional expense to the **Agency**, provide all enhancements, additions and updates to the SOFTWARE. The **Agency** can contact our Technical Support team to schedule SOFTWARE updates for any SOFTWARE purchased from DATAWORKS PLUS; does not include Operating System. All SOFTWARE updates should be scheduled during normal business hours. Fees for non-business hours updates can be provided as needed.
 - ✓ DATAWORKS PLUS warrants that its products are free from viruses. Any virus introduced to the **Agency's** system by DATAWORKS PLUS will be remedied at the sole expense of DATAWORKS PLUS.

4. AGENCY'S RESPONSIBILITIES:

- 4.1 Maintenance does not cover virus protection or system failure due to virus infection. The on-site system administrator is responsible for Operating System and SQL patches/updates as well as Anti-virus SOFTWARE updates. The **Agency** will be responsible for any damage or failure caused by a computer virus. In the event that a system becomes infected and the **Agency** requires assistance, DATAWORKS PLUS will assist the **Agency** on a time and materials basis. Systems that have been infected can contact DATAWORKS PLUS to assist with rebuilds after they have completed a complete virus scan and malware scan of the system.
- 4.2 However, the **Agency** can, at no additional expense, contact our technical support team for assistance in setting the proper exclusions for anti-virus solutions provided by the **Agency**.
- 4.3 The **Agency** is responsible for providing a backup solution and ensuring that backups are being conducted. The **Agency** can, at no additional expense, contact DATAWORKS PLUS support to configure SQL backups to disk or USB drive. DATAWORKS PLUS encourages customers to provide a 3rd party backup solution.
- 4.4 Agencies that need to replace agency-provided hardware can contact DATAWORKS PLUS for a services quote to migrate databases and/or applications. The agency, in this event, will be responsible for the following: Replace the hardware, install the OS and patches, install SQL, and provide a means of access (VPN or dial-in) to the new hardware. DATAWORKS PLUS will be responsible for re-loading the DATAWORKS PLUS software and working with the customer to recover the database.

5. DATAWORKS PLUS HARDWARE RESPONSIBILITIES: (The section below relates only to HARDWARE listed on this contract as covered by DATAWORKS PLUS – See covered hardware beginning on Page One to determine if this section applies to your Agency)

- 5.1 DATAWORKS PLUS will, at no additional expense to the **Agency**, repair or replace any piece of covered HARDWARE that malfunctions due to normal wear and tear based on manufacturer specifications at the time of purchase. This does not cover HARDWARE malfunctions due to acts of God, abusive damage or accidents, or HARDWARE/HARDWARE components replaced at the discretion of the **Agency**.
- 5.2 This contract does not include consumable items such as (but not limited to) batteries, printer paper, printer ribbons, toner, photographic paper, print heads, magnetic tapes, or transfer ribbons for printers. This applies only to customers who have purchased printers from DATAWORKS PLUS and those printers are under a current support agreement.
- 5.3 DATAWORKS PLUS reserves the right to replace any piece of covered HARDWARE with the same or comparable model if the existing model is no longer available. The decision to replace HARDWARE is at the sole discretion of DATAWORKS PLUS.
- 5.4 DATAWORKS PLUS reserves the right to discontinue coverage for printers that become "general use" printers, instead of printers used exclusively for DATAWORKS PLUS applications.
- 5.5 DATAWORKS PLUS will, at no additional expense to the **Agency**, provide next-day delivery (except Sundays and Holidays, in which case, delivery will be scheduled for the next business day) of a replacement unit for any piece of covered HARDWARE that malfunctions due to normal wear and tear. DATAWORKS PLUS will provide next-day delivery by UPS Red Label, FedEx Priority Overnight, or a

similar service. Replacement units will be loaned to the **Agency** until DATAWORKS PLUS has repaired the failed unit or until DATAWORKS PLUS makes the decision to provide a permanent replacement.

- 5.6 DATAWORKS will provide telephone assistance for connectivity for defective HARDWARE listed below: Camera equipment, panner sets, keyboards, external disk drives, monitors, mice.
- 5.7 DATAWORKS PLUS will, at no additional expense to the **Agency**, provide all computer-related and firmware updates as deemed necessary, for all computer equipment purchased from DATAWORKS PLUS and all DATAWORKS PLUS SOFTWARE applications. Additional charges may apply for firmware upgrade for mobile devices.
- 5.8 Armband Hardware: Armband hardware purchased from and provided by DATAWORKS PLUS is specifically engineered and designed for exclusive use with DATAWORKS PLUS armbands. We cannot guarantee the effectiveness of this equipment when used with other brands of armbands/wristbands and their application. Using armbands/wristbands from a vendor other than DATAWORKS PLUS may void the maintenance agreement. This hardware includes: Trim Die Hole Punch, Model 5560 Laminator, Rivet Tool, and Armband Photo Die Cutter.
 - For defective armband hardware: DATAWORKS PLUS will ship the defective hardware to our headquarters at no expense to the **Agency**. DATAWORKS PLUS will repair the armband hardware and ship the original hardware back to the **Agency**. No loaner equipment will be provided during this time.

6. CONNECTIVITY:

- 6.1 DATAWORKS PLUS can provide remote connectivity SOFTWARE (such as VNC or Remote Desktop) necessary to provide remote site support. The **Agency** is responsible for providing a VPN or direct-inward-dial telephone line. DATAWORKS PLUS is not responsible for any annual or monthly SOFTWARE fees for connectivity purposes.

7. ADDITIONAL TRAINING:

- 7.1 Upon request, DATAWORKS PLUS will provide a 30% discount on refresher training to the **Agency**. Quotes for training can be obtained by contacting **Agency's** account manager.

8. ASSISTANCE BEYOND THE SCOPE OF THIS CONTRACT:

- 8.1 Additional engineering, development, or support efforts by DATAWORKS PLUS, beyond the scope of this agreement, may be billable. This includes, but is not limited to, the following items:
 - Migration of applications and/or databases to new hardware
 - Migration of DataWorks Plus applications to agency-provided hardware
 - Physical relocation of hardware
 - Interface modifications needed due to changes made outside of DataWorks Plus applications.The agency can contact DataWorks Plus for billable rates.

9. CONTRACT CANCELLATION:

- 9.1 The **Agency** through written notification to DATAWORKS PLUS may cancel this maintenance/support agreement; a minimum of 30 days is required for this notice. Any unused portion of the

DataWorks Plus, LLC
728 N. Pleasantburg Drive
Greenville, SC 29607



866-632-2780 (Toll-Free)
864.672.2780 (P)
864.672.2787 (F)

maintenance/support costs listed on this contract will be refunded to the **Agency** at a pro-rated amount.

10. END OF LIFE POLICY:

DATAWORKS PLUS guarantees hardware support for five years and will give the **Agency** a one year written notification regarding hardware that is approaching end of life. End of Life refers to hardware that we can no longer maintain due to age. Customers with end of life notifications should contact their Account Manager for options.

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Greenville, SC 29607



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****See Addendums A and B for information on moving SOFTWARE licenses to new HARDWARE and Decline of Maintenance.**

If the Agency requires the CJIS security addendum documentation for our support staff, please contact Support and this will be sent at the earliest.

DATAWORKS PLUS

Agency: _____

Federal ID: 57-1104887

Name: _____

Name: Jessica Mensing

Signature: _____

Signature: _____

Title: _____

Date: February 18, 2021

Date: _____

PO#: _____

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728 N. Pleasantburg Drive
Greenville, SC 29607



866-632-2780 (Toll-Free)
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864.672.2787 (F)

DATAWORKS PLUS INTERCONNECT CONFERENCE REGISTRATION FORM

- Please check the box if you would like to be billed for attending our InterConnect advanced training conference. This will be added to your maintenance invoice.

Price is \$2,500.00 per individual and includes airfare and hotel accommodations. Money can be refunded as long as no tickets or confirmed reservations have been made.

$$\begin{array}{r r r r r} \underline{\hspace{2cm}} & & \times & \underline{\$2,500.00} & = & \underline{\hspace{2cm}} \\ \# \text{ Attendees} & & \times & \$2,500.00 & = & \text{Total} \end{array}$$

The total will be added to your maintenance invoice or you can request a separate invoice. Check our website regularly for more details.

www.DataWorksPlus.com

ADDENDUM A

Occasionally, customers have a need to move our SOFTWARE licenses to new HARDWARE, either due to HARDWARE failure or simply as a HARDWARE upgrade. DATAWORKS PLUS considers application upgrades as a part of our standard maintenance plan. However, system moves are not covered under the plan. Customer should contact DATAWORKS PLUS for pricing for system moves. Customers who need to move SOFTWARE/databases to new HARDWARE will need to do the following:

1. Contact DATAWORKS PLUS at **866.632.2780** for pricing and scheduling;
 2. Provide DATAWORKS PLUS with an equivalent HARDWARE solution as the original HARDWARE, with any SOFTWARE installed that was originally installed by the Agency;
 3. Provide VPN access to the new system and the old system simultaneously until the move is complete;
 4. Provide access to system backups and logs.
 5. DATAWORKS PLUS understands that some Agencies prefer to handle application license moves to customer owned HARDWARE without DATAWORKS PLUS assistance. In this instance, it is the Agencies responsibility to notify DATAWORKS PLUS so that maintenance coverage will continue for the license(s). The following information should be given to DATAWORKS PLUS to update license information on the maintenance record:
 - Previous machine name and IP
 - New machine name and IP
- DATAWORKS PLUS is not responsible for providing on-site assistance in the event of customer provided hardware failure.
- DATAWORKS PLUS is not responsible for engineering/development work to reconstruct corrupt databases due to customer-provided hardware failure, or failure due to viruses/malware.
- Customers who wish to schedule license moves and/or hardware upgrades may contact DATAWORKS PLUS for fees and scheduling.
- Customers may contact us for pricing for a maintenance uplift plan that includes software license moves.
- Our standard rates of \$180 per hour, 2 hour minimum, will apply for any installation or deployment related support issues after the initial training and installation for Kiosk.

ADDENDUM B – DECLINE OF MAINTENANCE

The following information is included in the event that your agency declines maintenance with DATAWORKS PLUS:

Should you need assistance going forward, please note the Time and Materials process below:

- If technical assistance is needed, please contact DATAWORKS PLUS at 866.632.2780 x 3.
- DATAWORKS PLUS will open a ticket for your Agency and work to get you a quote for services.
- Your agency will be provided the information necessary so your agency can issue a purchase order for services. Typically, this purchase order will be for the two-hour minimum.
- Upon receipt of the purchase order, our technicians will connect to your site to determine the cause of the problem and an estimate of time for resolution.
- If the problem can be resolved during the two-hour minimum time-frame listed in the purchase order, we will proceed with the repair. DATAWORKS PLUS support technicians will contact your Agency before going above the time limit issued by your Agency.
- If the problem requires HARDWARE to resolve, DATAWORKS PLUS will issue your Agency a quote for the HARDWARE separately, provided the HARDWARE is not listed as obsolete by DATAWORKS PLUS. T&M agencies are responsible for shipping costs for the replacement HARDWARE.
- Upon closure of the ticket, DATAWORKS PLUS will issue an invoice with the purchase order given at the time of the initial call. Please note that agencies with current maintenance contracts will get priority in our support tracking system. However, we are happy to give agencies a time-frame for resolution.
- DATAWORKS PLUS does not provide on-site support for non-maintenance customers.
- DATAWORKS PLUS does not provide SOFTWARE upgrades for non-maintenance customers.

DataWorks Plus, LLC
728 N. Pleasantburg Drive
Greenville, SC 29607



866-632-2780 (Toll-Free)
864.672.2780 (P)
864.672.2787 (F)

February 23, 2021

Cheatham County Sheriff's Office
200 Court Square
Ashland, TN 37015

RE: Hardware End of Life

To Whom it May Concern:

This letter is to inform you that we can no longer support the following hardware located at the Cheatham County Sheriff's Office effective July 1, 2022.

DWP Job Number 16-00888:

One (1) Dell Precision 5810 2.8GHz Workstation (Service Tag: D8YBRD2)

- 1 x Extra Network Card
- 2 x 500GB Drives
- 1 x 8GB RAM
- 1 x 1TB Backup Drive

One (1) ViewSonic Monitor

- Serial Number: UD3161741170

One (1) UPS 620

- Serial Number: 5A1619T25877

One (1) Motorola Symbol 1D/2D DS9808 Hybrid Barcode Scanner

- Serial Number: 16235000501806

One (1) Canon T3 Camera

- Serial Number: 322074008931

One (1) Crossmatch 500P Scanner

- Serial Number: 006000565.H2016

DWP Job Number 16-01256, PO# 25771:

One (1) Lexmark MS810dtn Printer

- Serial Number: 40637D66057DK

Please reference Section 10 of your maintenance agreement for more details regarding our End of Life policy. Please contact Rick Johnson for replacement options or with any questions regarding this notice. He can be reached at 864.430.7981 or rjohnson@dataworksplus.com. We appreciate your business and look forward to working with you and the Cheatham County Sheriff's Office in the coming future.

Sincerely,

Jessica Mensing
Contract Specialist
P: 864-672-6726
F: 864-672-2787
Toll Free: 866-632-2780
www.DataWorksPlus.com
jmensing@dataworksplus.com

RESOLUTION: 8 (C)

RESOLUTION TITLE: To Approve The Mayor's Signature On Courtware Solutions, Inc. Contract

DATE: May 17, 2021

MOTION BY: Mr. David Anderson

SECONDED BY: Mr. Tim Williamson

COMPLETED RESOLUTION:

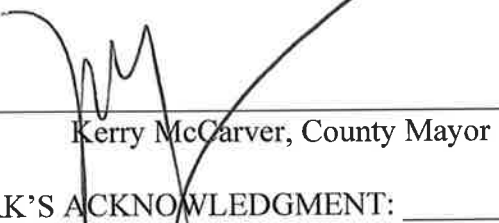
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17th day of May 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the Mayor's signature on Courtware Solutions, Inc. Contract.

A copy of the Agreement is attached.

RECORD: Approved by roll call vote 11 Yes 0 No 1 Absent

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Absent
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Teresa Gupton, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 21st day of May 2021.

Teresa Gupton

Teresa Gupton, County Clerk





COURTWARE
Government Software Solutions

Contract Identification:
Number: - _____

NON-EXCLUSIVE LICENSE AGREEMENT

THE STATE OF TENNESSEE
COUNTY OF: Cheatham

Courtware Solutions, Inc. (herein "CSI"), 5917 Edenfield Dr. Suite 110, Acworth, Georgia 30101, for good and valuable consideration, hereby grants a nonexclusive license to:
Cheatham County Probation Office

Ashland City Highway | , TN
(ADDRESS) (CITY, STATE, ZIP CODE)

(herein "Licensee") to use certain software programs and related materials (herein "Programs") for the designated processing system, subject to the terms and conditions hereof (herein "License"):

Programs shall include executable modules for each software program identified in this Agreement, user's manual and related documentation, in machine readable or printed form.

LICENSE	QTY	UNIT PRICE
Azure Data Hosting	1	Included
Probation Management System (Unlimited User Licenses)	1	Included
Data Conversion Court (custom conversion)	No	
Data Conversion RMS (custom conversion)	No	

\$ 7000.00 annual fee (each year). Price includes the following services: Installation, Training, Maintenance, Upgrades and non-customized modifications related to these products.

IN WITNESS WHEREOF, we have executed this agreement on this the 9 day of February 2021 to which witness our hands and seal of office.

Licensee	Courtware
Signature: _____	Signature: <u>Kimberly Willis</u>
Print: <u>Cheatham County Probation</u>	Print: <u>Kimberly Willis</u>
Title: _____	Title: <u>Account Executive</u>
Date: _____	Date: <u>3/23/21</u>

Courtware Solutions, Inc

Forward Looking Statement

Presentation(s) or product demonstration(s) shared with you may contain forward-looking statements that involve risks, uncertainties, and assumptions. If any such uncertainties materialize or if any of the assumptions prove incorrect, the results of Courtware Solutions, Inc (Courtware) could differ materially from the results expressed or implied by the forward-looking statements that we make. Customers who purchase our services should make their purchasing decisions based upon features that are currently available

1. LICENSE

Licensee acknowledges that it shall be deemed a licensee of Courtware Solutions, Inc. and that it obtains hereby only a non-exclusive license to use the Programs. Title and all ownership and intellectual property rights in the Programs licensed under this license Agreement remain with CSI and do not pass to licensee. The Programs are agreed to be valuable proprietary information and to contain trade secrets, which CSI is authorized to license. Licensee is licensed to use the Program solely for the internal purposes of its own business. Licensee agrees that Licensee will not permit the Program to be used either directly or indirectly by licensee's customers or any other person or entity through a resending service, service bureau arrangement or otherwise. Licensee may not grant sublicense or other rights in the software to others, nor assign or transfer this license to any third party. CSI shall have the right to terminate this license if licensee violates any of its provisions. Licensee recognizes and agrees that the Program and all portions, reproductions, modifications and improvements thereof provided to licensee hereunder are (i) considered by CSI to be trade secrets; (ii) provided to licensee in confidence, and (iii) the exclusive and proprietary information of CSI. Title and full ownership rights in the Program and modifications and improvements provided by CSI shall not vest in licensee. Licensee agrees not to remove or destroy any Proprietary or confidential legends or markings placed upon or contained within the Program and related materials.

2. TERMS

This license shall be in effect from the date of execution of this Agreement and shall remain in effect during the term of this agreement. Upon termination or expiration of this license, all rights and obligations shall cease, except the licensee's obligation to maintain the confidentiality of CSI's proprietary information.

3. SECURITY

Licensee shall take all reasonable steps necessary to ensure that the Programs, or any portion thereof, on magnetic tape, disk or memory or in any other form are not made available by the licensee or by any of its employees to any competitors, or individuals not licensed by this license Agreement to make use thereof, in particular licensee recognizes the proprietary nature of the Programs and agrees as follows:

- a. To make no copies or duplicate the Programs or any component thereof by any means for any purpose whatsoever except as is required for archival or security storage purposes, without prior written consent of CSI.
- b. To reproduce CSI's copyright notice on all materials related to or part of the Programs on which CSI displays such copyright notice, including any copies made pursuant to this license Agreement.
- c. Licensee shall not copy, reproduce, reverse assemble, reverse compile, compare, modify, merge, transfer or distribute the Program or allow any other person to do so in any way or manner without the prior written authorization of CSI.
- d. Any modification or enhancements to the Program, or any other Program related material provided by CSI to the Licensee shall be subject to all conditions and restrictions contained in this Agreement.

4. LIMITATION OF LIABILITY

CSI's liability for damages to licensee for any cause whatsoever related to this license, and regardless of the form of action, whether in contract or in tort including negligence, shall be limited. This limitation of liability will not apply to claims for patent and copyright infringement. Notwithstanding anything herein to the contrary in no event shall CSI be liable for any lost profits, lost savings, or other special, incidental or consequential damages, or for punitive or exemplary damages, even if CSI has been made aware of the possibility of such damages, or for any claim against any other party, in connection with the delivery, installation, training, testing, use, performance or nonperformance of the Programs, or the act or failure to act of CSI, or arising out of, related to or in connection with this Agreement.

5. TERMINATION

Upon termination of the license herein granted arising from termination of this license for any reason, licensee shall deliver to CSI all magnetic or otherwise materials, together with all portions, reproductions, and modifications thereof, furnished by CSI and pertaining to the Programs and shall also warrant that all copies thereof have been destroyed or returned to CSI. Within ten (10) days of request by CSI, licensee shall certify in writing to CSI that to the best of licensee's knowledge, the original and all copies, in whole or part, of the Programs have been destroyed or returned to CSI. In addition, all documentation, manuals, notes or other written material pertaining to the Program shall be returned to CSI or destroyed. The right of termination under this Section shall be in addition to any other right or remedy either party may have at law or in equity. CSI shall have the right to terminate this Agreement, by giving written notice of such termination to licensee, in the event that the licensee (i) fails to pay CSI any sums due and payable hereunder within ten (10) days after the due date, (ii) fails to observe any of the licensee's obligations hereunder with respect to proprietary information or confidentiality, or (iii) fails to perform or observe any other material term or obligation set forth in this Agreement.

6. NO WARRANTY

CSI PROVIDES THE PROGRAM "AS IS". CSI MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, AND WITHOUT LIMITATION, THE CONDITION OF THE PROGRAMS, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. CSI does not warrant that the function contained in the Programs will meet the licensee's requirements or that the operation of the Program will be uninterrupted or error free.

7. SPECIAL SERVICES

CSI will provide the Client with Such Special services or supplies reasonably requested or approved by the Client including, but not limited to, special data entry services, such as conversion, program and test data keypunching, data entry, computer runs, or industrial or systems engineering services provided that the Client and CSI agree upon the fee therefore, and that the Client approves, in writing, payment for such services as special.

8. EMPLOYMENT

The Client agrees to retain and employ CSI as an independent Contractor, and CSI agrees to serve the Client upon the terms and conditions hereinafter stated.

9. SERVICE PERIOD

This agreement shall commence February 9, 2011 and shall continue to and including February 9, 2012. Client shall have the right and option to continue to receive the services of CSI as provided hereunder for additional periods. In the event that the Client elects to continue to receive services from CSI, this Agreement shall automatically renew for an equal term, unless the Client informs CSI in writing ninety (90) days prior to the Agreement Expiration Date. This Agreement applicable thereto shall continue in full force and effect for any additional period licensee determines.

10. AGREEMENT TERMINATION OR EXPIRATION

Not less than three (3) months prior to the Expiration Date, the Client shall notify CSI whether or not it desires after the Expiration Date to use the CSI Programs. Upon termination of this Agreement in part or in full by action of the terms herein or upon action of the parties, CSI will assist in the transferring of the Client's data files retained by CSI pursuant to this Agreement, to another data format that the Client desires and communicates provided however, that such formats do not violate the proprietary rights of CSI. Further, costs involved with any such transfer of data shall be borne by the Client.

11. AUTHORIZATION

The chief executive officer ("Executive") of the Client certifies that all appropriate steps to legally enter into this agreement have been taken on behalf of the client, that the matter has been approved by the appropriate legislative body and that the terms of this agreement are enforceable. Moreover, the executive certifies that all laws, rules and regulations as well as any local government rules were followed with respect to acceptance of this contract and that this agreement meets all standards for governmental contracts.

12. DUTIES

During the period or periods of CSI's retainer hereunder, CSI shall provide data processing services to the Client and its various departments. CSI agrees to provide any necessary training to the Client's personnel to the extent at which the personnel are proficient utilizing the CSI software. The Client will retain the right to request additional training throughout the life of the contract in times agreeable by both parties. The Client acknowledges that during the term of this Agreement certain computer programs will be utilized or otherwise made available and that these programs and their use by the Client shall be governed this Agreement.

13. DATA FILES

The Client's data files and the data contained therein shall be and remain the Client's property and all the existing data and data files shall be returned to it by CSI at the Expiration Date or upon either termination of this Agreement. The Client's data shall not be utilized by CSI for any purpose other than that of rendering services to the Client under this Agreement, nor shall the Client's data or any part thereof be disclosed, sold, assigned, leased, or otherwise disposed of to third parties by CSI or commercially exploited by or on behalf of CSI, its employees or agents.

14. COMPENSATION AND TERMINATION

Commencing 9 February 2011 the Client shall pay to CSI annually at its office in Cobb County, Georgia, as fees for its services, upgrades, and software support \$7000.00 annual fee (each year). The payment rate is subject to change, upon notification. The Client will be responsible for generating an invoice report from the Court Management System each month to be included in with the payment sent to CSI office in Cobb County, Georgia. If the Client shall default in the payments of CSI provided for herein above or shall fail to perform any other material obligation agreed to be performed by client hereunder CSI shall notify the Client in writing of the facts constituting default. If the Client shall not cause such default to be remedied within ten (10) days after receipt of such written notice, CSI shall have the right with no further written notice to terminate aforementioned support.

15. Data Sharing

If used the Client consents and agrees to Courtware's collection and use of all law enforcement and court data provided by Client to Courtware, including but not limited to the Shared Data. Although the Client acknowledges and agrees that Courtware collects data as a part of its ordinary business activity and Courtware may use, distribute, sell and reproduce such data at its sole and absolute discretion, Client also specifically consents and agrees to Courtware's providing the Shared Data to any and all of those persons and entities participating on Courtware's Data Sharing network. Client acknowledges and agrees that Courtware is not responsible for and does not make any warranties with respect to the accuracy of any Shared Data. Client agrees to provide accurate Shared Data to Courtware, and Client acknowledges that other persons and entities may have access to, use, distribute and reproduce any or all of the data collected by Courtware, including but not limited to the Shared Data.

Client agrees that it will not provide Courtware with any data that cannot be lawfully disclosed to other persons or entities by Courtware. Client further warrants that all Shared Data provided by Client to Courtware is publicly available and is not subject to any intellectual property claims or other claims of any other person or entity.

Client agrees to comply with all state, federal, and local privacy, security and otherwise applicable laws, rules and regulations in any way related to the use, transfer or disclosure of any data provided by Client to Courtware, including but not limited to the Shared Data.

Client agrees that Client will only use the Shared Data in a manner consistent with all applicable law, rules and regulations.

Client agrees not to sell, provide access to or redistribute in any manner to any person or entity who is not at that time employed by Client, whether electronically, in paper format, or otherwise, any of the Shared Data that Client receives from Courtware, unless prior written consent is given by Courtware. Client agrees to require all employees and any other person or entity that may have access to any Shared Data to return all copies, whether electronic, paper or otherwise, of the Shared Data back to Client immediately upon ceasing to be an employee of or under contract with Client.

16. MISCELLANEOUS

This Agreement shall be binding upon the successors and assigns of each party. Other than CSI's granting a Uniform Commercial Code security interest to a third party lender in the accounts receivable, contract rights to receive money under this Agreement and many equipment furnished by CSI to Client, neither party shall assign its rights or obligations hereunder without the express written consent of the non-assigning party. The Agreement shall embody the entire agreement between the parties but may be amended from time to time by the written consent of both parties. This agreement shall be construed under the laws of the State of Georgia, and the invalidity of any portion shall not invalidate the remainder of the agreement, but such remainder shall be given full force and effect if practicable.

- * Definition of a "Paid" Violation: Any violation in which a payment has been received.
- * Definition of "Special Services": Services and/or enhancements that are unique to Client, and cannot be used by CSI's existing customer base.

RESOLUTION: 8 (D)

RESOLUTION TITLE: To Approve The Mayor's Signature On Inmate Excess Medical Insurance Through Gerber Life Insurance Company

DATE: May 17, 2021

MOTION BY: Mr. David Anderson

SECONDED BY: Mr. Tim Williamson

COMPLETED RESOLUTION:

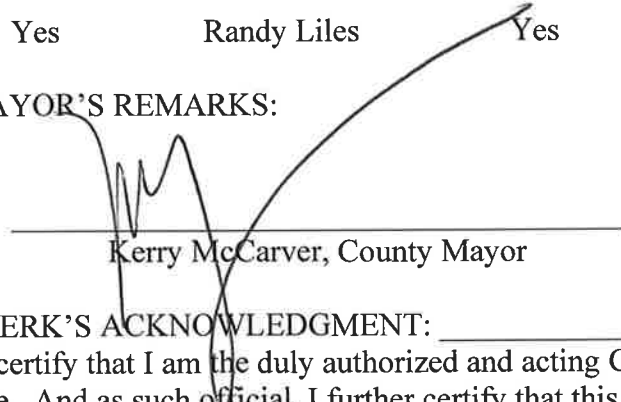
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17th day of May 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the Mayor's signature on Inmate Excess Medical Insurance through Gerber Life Insurance Company.

A copy of the Schedule is attached.

RECORD: Approved by roll call vote 11 Yes 0 No 1 Absent

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Absent
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:



 Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Teresa Gupton, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 21st day of May 2021.



Teresa Gupton, County Clerk



**APPLICATION AND SCHEDULE FOR
EXCESS LOSS INSURANCE**

**GERBER LIFE INSURANCE COMPANY
WHITE PLAINS, NY 10605**

Application is hereby made to the Gerber Life Insurance Company ("Company") for Excess Loss Insurance. This Application must be accepted and approved by the Company or its authorized representative prior to any Contract being in existence.

1. Contract Number: GER-P17-990R

2. Contractholder: Cheatham County, TN Government

3. Address: 200 Court Square
City: Ashland City State: TN Zip Code: 37015

4. Subsidiary or affiliated companies (companies under common control through stock ownership, contract, or otherwise) to be included (list legal name and addresses):
None

5. Name and Address of Designated Third Party Administrator:
Consociate Group, 111 East Decatur Street, Decatur, IL 62525

6. Estimated Initial Enrollment (will be used as the Number of Covered Units during the first Contract Month):
25 Composite

6.(a) Eligible employees: 25 Composite

7. GENERAL SCHEDULE OPTIONS:

(a) Contract Period 03/01/2020 to 02/28/2022
Effective date Termination date

(b) *Disabled Persons are are not covered.
*Retired Employees are are not covered.
*Cobra Continuees are are not covered.
*(required to be disclosed)

(c) Aggregate Benefit Yes No

Benefit Period: Employee Benefit Plan expenses must be
Incurred from N/A through N/A, and
Paid from N/A through N/A
Claims Incurred prior to the Contract Effective Date are limited to: N/A
Claims Paid after the end of the Contract Period are limited to: N/A

7. **GENERAL OPTIONS: (Continued)**

Aggregate eligible expenses include:

- | | |
|--------------------------------------|--|
| <input type="checkbox"/> Medical | <input type="checkbox"/> Prescription Card Service |
| <input type="checkbox"/> Dental Care | <input type="checkbox"/> Weekly Disability Income |
| <input type="checkbox"/> Vision Care | <input type="checkbox"/> Other |

Aggregate Monthly Factors:

	Composite	<u>Medical</u> N/A
Aggregate Payable Percentage (excess of Deductible)		<u>N/A</u>
Maximum Eligible Claim Expense Per Covered Person:		<u>N/A</u>
Minimum Aggregate Deductible:		<u>N/A</u>
Maximum Aggregate Benefit (excess of Deductible):		<u>N/A</u>

Optional Benefits

- | | | |
|--|------------------------------|--|
| i. Monthly Aggregate Accommodation | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| ii. Aggregate Terminal Liability | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| iii. Blended Aggregate Accommodation | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| iv. Blended Aggregate Terminal Liability | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |

- (d) Specific Benefit Yes No
 Medical Only Medical & Prescription Drug Only

Benefit Period: Employee Benefit Plan expenses must be
 Incurred from 3/1/2020 through 2/28/2022, and
 Paid from 3/1/2020 through 8/31/2022

Claims Incurred prior to the Contract Effective Date are limited to: N/A
 Claims Paid after the end of the Contract Period are limited to: N/A

Specific Deductible (per person): \$10,000

Specific Payable Percentage (excess of Deductible): 100%

Maximum Specific Benefit per person in excess of Specific Deductible: \$240,000

Aggregating Specific Deductible: N/A

Optional Benefits

- | | | |
|--|---|--|
| i. Advance Funding for Specific Excess Loss: | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| ii. Terminal Liability Option included: | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |

8. PREMIUMS:

(a) Aggregate Premium			
	Premium Per Month Per Unit:		<u>N/A</u>
	Minimum Annual Aggregate Premium		<u>N/A</u>
Monthly Aggregate Accommodation			
	Premium Per Month Per Unit		<u>N/A</u>
	Annual Premium in Advance		<u>N/A</u>
Aggregate Terminal Liability			
Blended Aggregate Terminal Liability			
	Premium Per Month Per Unit		<u>N/A</u>
(b) Specific Premium			
	Premium Per Day Per Inmate Eff. 3/1/20	Composite	<u>\$3.30</u>
	Premium Per Day Per Inmate Eff. 3/1/21	Composite	<u>\$5.99</u>
	Minimum Monthly Specific Premium		<u>\$3,478.01</u>
	Minimum Annual Specific Premium		<u>N/A</u>
	Advance Funding for Specific Excess Loss		<u>Included</u>
	Specific Terminal Liability		<u>N/A</u>

9. SPECIAL RISK LIMITATIONS:

Specific Effective 3/1/21 the 2020 contract will be extended until 2/28/22 whit the specific rate being increased to \$5.99 pipd.

Coverage for HIV and maternity coverage are excluded.

Coverage for mental & nervous and substance abuse disorders are included.

Excess loss coverage will begin once the inmate has been booked and incarcerated as defined in the Statement of Inmate Medical Benefits

Aggregate None

10. **IT IS UNDERSTOOD AND AGREED, AS CONDITIONS PRECEDENT TO THE APPROVAL OF THIS APPLICATION, THAT:**

- (a) All documentation requested by the Company must be submitted prior to any approval of this Application and must be received by the Company within 90 days of the requested Effective Date.
- (b) Applicant has provided full disclosure of all information requested by the Company and has, to the best of its knowledge and belief, complied fully with all disclosure requirements.
- (c) If Applicant is electing coverage for disabled and/or retired persons, only those who have been disclosed to The Company will be covered.
- (d) If the Schedule shows disabled persons are not covered, no benefits will be paid under the Contract for expenses Incurred or Paid under the Employee Benefit Plan for a disabled person until:
 - (1) if an employee, he or she returns to active, full-time employment for at least one (1) full working day; or
 - (2) if a dependent or Cobra Continuee, he or she is able to perform the normal functions of a person of like sex and age.
- (e) Issuance of the Contract is in reliance upon the information provided by the Applicant or its Agent. Should subsequent information become known which, if known prior to issuance of the Contract, would have affected the rates, deductibles, terms or conditions for coverage, the Company will have the right to revise the rates, deductibles, terms or conditions as of the Effective Date of issuance, by providing written notice to the Insured.
- (f) The Contract, if issued, may be void, if, whether before or after a claim or loss, any material fact or circumstance was concealed or misrepresented on behalf of the Applicant, or if the Applicant or its Agent, committed fraud.
- (g) Receipt of a premium and its deposit in connection with the Application shall not constitute an acceptance of liability. In the event that Gerber Life Insurance Company disapproves this Application, its sole obligation shall be to refund such sum to the Applicant.
- (h) If a Contract is issued and later rescinded, the sum of all benefits paid will be deducted from the sum of all premiums paid. If the result is positive, such amount will be paid by the Company to the Applicant. If the result is negative, such amount will be paid by the Applicant to the Company.
- (i) The initial premium will be paid on or before the Effective Date, and subsequent premiums are due no later than the first day of each Contract Month during the Contract Year.

11. **IT IS FURTHER UNDERSTOOD AND AGREED, AS CONDITIONS PRECEDENT TO THE APPROVAL OF THIS APPLICATION THAT:**

- (j) Applicant acknowledges that the Contract which is the subject of this Application is a reimbursement Contract. Applicant must first pay claims before submitting them for reimbursement.
- (k) Oral statements not expressly incorporated herein are not part of this Contract. Only the President or Executive Officer of the Company may make changes to the Contract Form or Addenda on behalf of the Company. All changes to this Contract must be in writing and attached to this Contract.
- (l) NEITHER THIS APPLICATION NOR THE TERMS OF THIS APPLICATION MAY BE ALTERED.

In making this Application, the Applicant represents that, to the best of its knowledge and belief, such information accurately reflects the true facts and that the undersigned has authority to bind the Applicant to the proposed Contract. Accordingly, this Application will be a part of the Contract if accepted by the Company or its authorized representative.

Fraud Warning It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

Dated at _____ this _____ day of _____, 20____

Signed Licensed Agent D.J. Kreal
Print Licensed Agent Name

Agent Tax ID _____
Agent License Number and Issuing State

Dated at _____ this _____ day of _____, 20____

Signed for the Applicant/Policyholder _____
Printed Name and Title

ACCEPTANCE

Dated at _____ this _____ day of _____, 20____

Accepted on behalf of the Company by _____
Print Name and Title

NOTICE

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

SUBSCRIPTION AGREEMENT

This is a SUBSCRIPTION AGREEMENT ("Agreement"), effective as of the last date accompanying the signatures of the parties, between **Acid Remap LLC** ("Acid Remap"), with offices located at 560A Missouri Street, San Francisco, CA 94107, and Cheatham County EMS ("Client"), with offices located at 3455 Bell St, Ashland City, TN 37015. Acid Remap and Client may each be referred to as a "party" and together be referred to as the "parties."

RECITALS

WHEREAS, Acid Remap offers a mobile application service that provides certain EMS protocols and other Client Data under the name Paramedic Protocol Provider; and

WHEREAS, Client desires to license Paramedic Protocol Provider for use subject to the "Terms of Service" set forth on www.acidremap.com, as may be amended from time to time.

NOW THEREFORE, the parties hereby agree as follows:

1. DEFINED TERMS.

1.1 "Application" is a mobile software platform through which Client may digitally distribute Client Data, including, without limitation, EMS protocols and policies to certain end-users. The term "Application" shall be deemed to include any (i) upgrades or updates of the Application made after the effective date of this Agreement and (ii) Custom Applications provided to Client.

1.2 "Client Data" is any Client data or content, including, without limitation, any EMS protocols and policies, shared with Acid Remap through use of the Application.

1.3 "Custom Application" is an Application specifically branded for Client and containing Client's Client Data exclusively.

1.4 "User" refers to each employee, consultant, client or other agent of Client, which Client authorizes to access the Application on Client's behalf or on behalf of an agency for which Client provides services, including, without limitation, EMTs, paramedics or other medical practitioners operating under Client's medical license.

1.5 "EMS" refers to Emergency Medical Services.

2. INTELLECTUAL PROPERTY.

2.1 License.

(a) Subject to the terms and conditions of this Agreement, including, but not limited to, Client's obligation to pay fees when due, Acid Remap hereby grants to Client and Users a non-exclusive license to access and use, subject to the Terms of Service in effect at the time of use and the "Schedules" attached as exhibits hereto, the Application, including any Custom Applications specified in the Schedules attached hereto, during the Term of this Agreement solely for its internal business operations

(b) Client grants to Acid Remap a nonexclusive, royalty-free license during the Term to access and use the Client Data for the purposes of distributing such Client Data as part of the Application, which such license expressly, and without limitation, includes the right of Acid Remap to modify such Client Data as is commercially reasonable to fulfill Acid Remap's obligations under this Agreement; provided, that such modifications do not change the substantive content of such Client Data.

(c) Client is solely responsible for providing all telecommunications, computer and other equipment necessary for accessing the Application.

(d) Acid Remap retains the right, in its sole discretion and without prior notice or liability, to restrict or terminate access to the Application by Client and/or particular Users, and to otherwise remove any Client Data from the Application if

Client and/or any of its use of the Application violates any applicable federal, state, local or international laws or regulations, or the rights of any third party.

2.2 Ownership.

(a) Acid Remap retains all rights to the Application not expressly granted to Client in this Agreement. Without limiting the generality of the foregoing: (i) except as specifically set forth in this Agreement and as with regards to Client Data, which is the sole and exclusive property of Client, Acid Remap has all rights, title and interest in and to the Application, all components thereof, all content which Acid Remap makes available to Client for downloading and all intellectual and industrial property rights embodied therein or pertaining thereto, including, without limitation, copyrights, patent rights, trademarks and trade names, and trade secrets. (ii) any configuration or deployment of the Application shall not affect or diminish Acid Remap's rights, title, and interest in and to the Application, and (iii) Client shall not limit Acid Remap in any way from developing, using, licensing, distributing, modifying, or otherwise freely exploiting the Application, any other materials provided by Acid Remap, or any modifications, enhancements, improvements or derivative works thereof, or from permitting third parties from so doing; provided, that, except as expressly set forth herein, Acid Remap shall not use any Client Data for any purpose other than providing the Application to Client and Users.

(b) The Application is licensed, not sold, to Client, and solely for the purposes set forth in this Agreement. To the extent Client or its Users creates any derivative works or improvements to the Application, Client, on behalf of itself and its Users, hereby assigns all right, title and interest to such derivative works or improvements, including, without limitation, all intellectual property rights, to Acid Remap.

2.3 Restrictions on Use.

(a) Except as otherwise specifically permitted under this Agreement, and with the exception of any Client Data, Client shall not, and Client shall not permit any third party to (i) copy, modify, create derivative works of, distribute, sell, assign, pledge, sublicense, lease, loan, rent, timeshare, deliver or otherwise transfer the Application to any third party in whole or in part; provided, that Client may copy Acid Remap's documentation as needed for use by its Users, (ii) derive or attempt to derive the source code of any portion of the Application by any means, (iii) reverse engineer, decompile, disassemble, or translate the Application or any part thereof, (iv) transfer any of the Application components to any other person, entity, computer, computer network, or other device, or (v) upload, post, mail, publish, transmit or distribute in any way the Application, any component of the Application or derivative works based thereon.

(b) Client may not sublicense or use the Application for commercial time-sharing, rental, outsourcing, or service bureau use, or to train persons other than Users, unless previously agreed to in writing by Acid Remap.

2.4 Limited Trademark License. No license, right or interest in the trademarks, trade names or service mark of either party or its licensors ("Marks") is granted hereunder, except for the limited purpose of marketing and publicity to the extent permitted by Section 10.4 and except as otherwise necessary to fulfill the terms of this Agreement. Each party expressly retains the right to monitor the uses, if any, to which its (or its licensors') Marks are put, and each party shall comply with instructions which the other party may give from time to time regarding the other party's (or its licensors') Marks.

2.5 Limited Access to Client Data.

(a) If, in the course of Acid Remap performing its obligations hereunder, it is necessary for Acid Remap to access Client Data to an extent not otherwise provided herein, Client hereby grants

Acid Remap a royalty-free right to access Client Data for the purposes of fulfilling Acid Remap's obligations under this Agreement.

(b) Client shall not transmit any "protected health information" ("PHI", as defined in 45 C.F.R. 160.103) or "individually identifiable health information" (as defined in 42 U.S.C. 1320d) without the written consent of Acid Remap. In the event such consent is given, Acid Remap shall comply with the Health Insurance Portability and Accountability Act of 1996, as codified as 42 U.S.C. 1329D ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and any current and future regulations promulgated under HIPAA or HITECH, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations") and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements," to the extent applicable. Acid Remap shall further comply with all relevant state and local laws governing the privacy and security of patient health or personal information, to the extent applicable.

(c) To the extent applicable, Acid Remap shall not use or further disclose any PHI or Individually Identifiable Health Information, other than as permitted by HIPAA requirements and the terms of this Agreement.

3. COMPENSATION.

3.1 Fees. Client will pay Acid Remap the Fees as defined in the Schedules.

3.2 Professional Services. In connection with Client's use of the Application, Acid Remap may provide Client with services related to the Application, as Client may request from time to time and the parties mutually agree. Acid Remap shall bill all such services to Client on a time and materials basis at Acid Remap's then-current rates. Client shall in all cases be responsible for

Acid Remap's reasonable out-of-pocket expenses, including, without limitation, travel and lodging.

3.3 Payment Terms. Client shall pay Acid Remap pursuant to the billing options indicated in the Schedules. In the event of overdue payment, Acid Remap reserves the right to discontinue access to the Application or suspend any services until Client remits the outstanding balance due. If payments remain past due for more than twenty (20) days after receipt of notice of non-payment by Client, Acid Remap may terminate this Agreement for cause as set forth in Section 8.2. Acid Remap will bear no liability or responsibility in the exercise of the rights set forth in this Section 3.3 for non-payment. Client shall pay Acid Remap's costs of collection (including, without limitation, reasonable attorney's fees).

3.4 Taxes. All charges hereunder exclude, and Client will be solely responsible for and shall pay or reimburse Acid Remap for, all sales, use, excise and other taxes, which may be levied in connection with this Agreement, except for taxes based on Acid Remap's net income and payroll.

3.5 Currency. All payments by Client are to be in US Dollars unless otherwise specified in the Schedules.

3.6 Developer Account Fees. Client may be required to open a developer account in one or more of the third party application stores through which Client distributes the Application (e.g., an Apple developer account or Android developer account). Client shall be responsible for any fees related to such an account. Enforcement of any such fee obligation is at the discretion of the third party application store owners.

4. CLIENT DATA AND MAINTENANCE.

4.1 Data Storage. Client owns all rights and interests to the Client Data stored in the Application. Upon termination of this Agreement, Acid Remap shall use commercially reasonable efforts to transfer Client's Data in electronic form to Client or a third party designated in writing by Client. This Agreement sets forth the rights of the

parties and is not intended to cause by application of statutory law or otherwise Acid Remap to be deemed a carrier, bailee, or warehouseman of Client Data, information, or other property.

4.2 Privacy of Registration Data. In order to become an authorized subscriber, Client and its Users may be asked to provide certain personal data ("Registration Data"). All Registration Data Client and Users provide to Acid Remap will be, to the best of the knowledge of Client and Users, current, accurate and complete at the time of the inquiry. Acid Remap will not disclose Registration Data except (i) as required by law or pursuant to a court order, (ii) as necessary to protect the personal safety of other Acid Remap subscribers or the public, (iii) as necessary to protect or defend the rights or property of Acid Remap, or (iv) for contacting Users of the Application. Client shall take all commercially reasonable efforts to ensure that Client's account(s) and password(s) are not disclosed to or used by any unauthorized party, and will promptly notify Acid Remap upon learning of any such unauthorized use.

5. WARRANTIES AND DISCLAIMER OF WARRANTY.

5.1 Acid Remap represents, warrants and covenants:

(a) That the Applications and any Custom Applications performs and will substantially perform in accordance with the applicable specification.

(b) That it has obtained and will continue in effect all rights and title, including any third party licenses, required for it to perform its obligations under this Agreement, including with respect to any upgrades or other changes to the Application or any Custom application, provided, that this warranty shall not extend to any specification or Client Data.

(c) That it uses and will use industry standard methods to ensure against the unauthorized access to, disclosure or use of, any Client Data, including implementation of industry standard information security methods.

(d) That the Application and any Custom Application are and will be served from locations within the US and that no Client Data will be processed by, or stored by, Acid Remap outside of the United States without the express written consent of Client. Acid Remap makes no warranties with respect to data storage, processing or serving by third parties, including, without limitation the Apple App Store, Google Play and Amazon Appstore.

5.2 Each party represents and warrants:

(a) That it has the authority to enter into this Agreement and that doing so will not result in a breach of any prior agreement.

(b) That it will perform its obligations under this Agreement in accordance with applicable law, including all applicable privacy and data protection laws.

5.3 THE APPLICATION, ACCESS THERETO, AND ANY SERVICES PROVIDED HEREUNDER ARE PROVIDED ON AN "AS IS" BASIS, AND ACID REMAP AND ITS AFFILIATES AND AGENTS: (I) DO NOT MAKE, AND HEREBY EXPRESSLY DISCLAIM, ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE; (II) DO NOT WARRANT THAT ACCESS TO THE APPLICATION WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, OR THAT ANY INFORMATION, SOFTWARE, OR OTHER MATERIAL ACCESSIBLE THROUGH THE APPLICATION IS FREE OF VIRUSES, CANCELBOTS, WORMS, LOGIC BOMBS, TROJAN HORSES, OR OTHER HARMFUL CONTENTS OR COMPONENTS; AND (III) SHALL IN NO EVENT BE LIABLE TO CLIENT OR ANYONE ELSE FOR ANY INACCURACY, ERROR

OR OMISSION IN, OR LOSS, INJURY OR DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF DATA) CAUSED IN WHOLE OR IN PART BY, OR FAILURES, DELAYS OR INTERRUPTIONS OF THE APPLICATION. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ACID REMAP OR AN APPROVED REPRESENTATIVE SHALL CREATE A WARRANTY UNLESS IT IS IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF ACID REMAP. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES. IN SUCH JURISDICTIONS, ACID REMAP'S LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

5.4 Client Acknowledgement. Client represents and warrants that it fully understands that (i) the Application is a mobile application intended to deliver Client Data to Users, (ii) the Application is dependent upon a number of factors outside the control of Acid Remap, including, without limitation, the operation of third party provided hardware and network services, (iii) the Application is not intended to be the sole source of providing EMS protocols and other Client Data, and is not a substitute for any of Client's current systems or methods of providing medical treatment and/or medicine, (iv) there may be occasional communication failures or delays in the display of Client Data, and (v) the Application is not expected to perform at the same level of performance and/or reliability one might expect from medical devices used in the delivery of critical medical care in clinical environments.

6. LIMITATION OF LIABILITY.

6.1 Exclusion of Consequential Damages. EXCEPT FOR BREACHES OF SECTION 9 OR THE INDEMNIFICATION OBLIGATIONS UNDER SECTION 7, IN NO EVENT SHALL CLIENT, USERS ACID REMAP OR ACID REMAP'S SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCI-

DENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, DATA OR USE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; provided, that in the event Client gives access to the Application to non-authorized persons, Acid Remap shall be entitled to recover the full amount of any license fees that would relate to such persons if they were Users.

6.2 Limitation of Direct Damages. Except for any breach of its nondisclosure obligations under Section 9, the aggregate and cumulative liability of Acid Remap and its suppliers for damages hereunder shall in no event exceed the amount of fees paid by Client for the previous twelve (12) months under this Agreement. Except for Client's breach of its obligations to comply with the License grant under Section 2.1(a), the Restrictions on Use under Section 2.3, its payment obligations, and its non-disclosure obligations under Section 9, Client's aggregate and cumulative liability for damages hereunder shall in no event exceed the amount of fees paid by Client under this Agreement.

7. [UNUSED]

8. TERM AND TERMINATION.

8.1 Term. This Agreement shall commence and remain in effect for the term set forth in any Schedule attached as an exhibit to this Agreement, or until terminated in accordance with Section 8.2; provided, that the term shall automatically renew upon continued payment by Client of any fees invoiced by Acid Remap on a payment period-by-payment period basis unless Acid Remap delivers to Client notice of termination at least thirty (30) days prior to the end of the then current term.

8.2 Termination. Except as otherwise set forth in this Agreement, either party may termi-

nate this Agreement if: (i) the other party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice, except in the case of failure to pay fees, which must be cured within twenty (20) days after receipt of written notice from Acid Remap or (ii) the other party becomes the subject of a voluntary or involuntary petition in bankruptcy or other proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors.

8.3 Effect of Termination.

(a) Upon termination of this Agreement, (i) Client and its Users will immediately cease access to the Application and (ii) Client shall pay all charges that accrued prior to such termination.

(b) In the event of a termination by Acid Remap pursuant to Section 2.1(d) or Section 8.2, all charges payable by Client for the remaining term of this Agreement shall accelerate and shall also be due and payable by Client at the time of the termination.

(c) The following provisions shall survive the termination of this Agreement for any reason: Sections 1, 2.1, 2.2, 2.3, 3, 4, 5.3, 5.4, 6, 7, 8.3, 9 and 10.

9. CONFIDENTIAL INFORMATION.

9.1 Confidential Information. In the performance of this agreement, each party may disclose certain of its Confidential Information to the other party. Each party receiving such information (the "receiving party") shall hold the Confidential Information of the other party ("disclosing party") in strict confidence and not disclose that Confidential Information to third parties nor use for any purpose not authorized herein, nor permit access to Confidential Information, except to those of its employees or authorized representatives having a need to know and who are bound by confidentiality obligations at least as restrictive as those contained herein. A party's "Confidential Information" includes the business plans and strategies, financial information, the terms of this Agreement, software programs and

source code documents, proprietary processes, Client Data and any other information which is (i) disclosed to the other party in a writing marked confidential or (ii) a person should reasonably know is confidential. Upon learning of any unauthorized use or disclosure of a disclosing party's Confidential Information, the other party shall immediately notify the disclosing party.

9.2 Exceptions. The restrictions of Section 9.1 shall not apply to (i) information that becomes, through no act or fault of the receiving party, publicly known or generally known in the relevant industry, (ii) information received from a third party not obligated under a confidentiality agreement with the disclosing party, (iii) information independently developed by the receiving party without reference to the Confidential Information, (iv) information required to be disclosed by law or court or governmental agency order; provided, that, to the extent permitted by law, the receiving party gives prompt notice of such requirement to the other party, or (v) disclosures to a professional advisor of the disclosing party under a duty of confidentiality.

9.3 Ownership and Return of Confidential Information. All Confidential Information shall remain the property of the disclosing party. Except as required by law, upon written request of the disclosing party, the receiving party shall promptly return to the disclosing party all documents and other tangible materials representing the disclosing party's Confidential Information, together with all copies thereof (at disclosing party's expense).

10. MISCELLANEOUS.

10.1 Relationship. The relationship between the parties is that of vendor and purchaser. Neither party, nor any employee of a party, is an independent contractor or employee of the other. Each party shall be responsible for determining the method, location and other details of its performance under this Agreement, for hiring, paying (including providing benefits) and managing any and all of its employees, and for providing

any and all equipment or other materials necessary for its performance under this Agreement.

10.2 Applicable Law and Forum. This Agreement shall be governed by the laws of the State of Tennessee. The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement. All claims under, or otherwise with respect to, this Agreement shall be brought and maintained in the state and federal courts located in Nashville, Tennessee USA, and the parties hereby expressly consent (and waive any right to otherwise object) to the exclusive venue and jurisdiction of such courts.

10.3 Force Majeure. Except for Client's obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including, without limitation, acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the internet; provided, that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

10.4 Publicity and Marketing. Notwithstanding anything to the contrary in this Agreement, each party may publicize the existence of the business relationship established hereunder in connection with any product, promotion or publication arising under this Agreement; provided, that, except as required by law, Client shall not disclose any of the terms of this Agreement to any third party without first obtaining the written consent of Acid Remap. Client hereby grants Acid Remap a license to use and publish Client's name and/or Marks as part of Acid Remap's customer lists or as otherwise set forth herein, in the form provided by Client and in compliance with Client's applicable trademark usage policies. Client shall serve as a reference account for Acid Remap. As such, Acid Remap may provide Client's name and contact information to, and Client may be contacted by, members of the media,

market analysts, potential customers or other parties interested in Client's opinion of Acid Remap and its products or services. Depictions of the Application using Client's EMS protocols or other Client Data may be used by Acid Remap, or any third party with Acid Remap's permission, for publicity or marketing purposes.

10.5 Assignment. Client may not assign this Agreement, or its rights or duties hereunder, to any third party, in whole or in part, whether voluntarily or involuntarily, by operation of law (e.g., in a statutory merger) or otherwise, without Acid Remap's prior written consent, which may be granted or withheld in Acid Remap's reasonable discretion. Acid Remap reserves the right to impose an additional reasonable start-up fee on any proposed assignee, as a precondition to permitting such assignment.

10.6 Notices. All notices must be in writing and delivered personally or sent by overnight courier service to the address indicated herein or such other address as either party may indicate by written notice, or sent via e-mail to the e-mail address currently specified by either party to the other. Copies of all notices to Client shall additionally be sent to Cheatham County Mayor, 350 Frey Street, Ashland City, TN 37015. Notice will be deemed effective upon the earlier of actual receipt or two business days after deposit with an overnight courier or email transmission.

10.7 Severability. If any term or provision of this Agreement should be declared invalid by a court of competent jurisdiction or by operation of law, the remaining terms and provisions of this Agreement will be unimpaired, and the invalid term or provision will be replaced by such valid term or provision as comes closest to the intention underlying the invalid term or provision.

10.8 Attorneys' Fees. In the event of any litigation of any controversy or dispute arising out of or in connection with this Agreement, its interpretation, its performance, or the like, the prevailing party shall be awarded reasonable attorneys' fees and expenses, court costs, and reasonable costs for expert and other witnesses attributable to

the prosecution or defense of that controversy or dispute. In the event of a non-adjudicative settlement of litigation between the parties or a resolution of dispute by arbitration, the term "prevailing party" shall be determined by that same process.

10.9 Entire Agreement, Waiver, Amendment. This Agreement and the Schedules together constitute the entire, exclusive and final statement of the agreement of the parties with respect to the subject matter hereof, and supersede all prior and contemporaneous representations, proposals, negotiations, discussions, and agreements between the parties regarding the same subject matter, whether oral or in writing. In the event this Agreement conflicts with the Terms of Service, this Agreement shall govern. Except as expressly set forth herein, this Agreement, including, without limitation, any Schedule or exhibit to this Agreement, may not be modified or amended except by an instrument in writing signed by the parties hereto. The waiver or failure of either party to exercise in any respect any rights provided for in this Agreement will not be deemed a waiver of any further right under this Agreement. There are no intended third-party beneficiaries to this Agreement.

10.10 Counterparts. This Agreement may be executed in counterparts, which taken together shall be considered one original Agreement. The exchange of a fully executed Agreement (in counterparts or otherwise) by fax or e-mail shall be sufficient to bind the parties to the terms and conditions of this Agreement.

10.11 Tennessee Public Records Act. Notwithstanding anything herein to the contrary, the parties agree that this Agreement and any documents or communications in Client's possession are presumptively public records and subject to disclosure upon request by Tennessee citizens unless specifically exempted from such disclosure by applicable law. No disclosure of Confidential Information required pursuant to Tennessee law will be deemed a breach of this Agreement.

* * * * *

The undersigned duly authorized representatives of the parties have executed this Agreements as of the dates set forth below.

EXECUTED BY:

CHEATHAM COUNTY EMS

Signature: _____

Name: _____

Title: _____

Date: _____

EXECUTED BY:

ACID REMAP LLC

Signature: _____

Name: Oded Wurman

Title: CEO

Date: _____

RESOLUTION: 8 (E)

RESOLUTION TITLE: To Approve The Mayor's Signature On Subscription Agreement Between Acid Remap, LLC And Cheatham County EMS

DATE: May 17, 2021

MOTION BY: Mr. David Anderson

SECONDED BY: Mr. Tim Williamson

COMPLETED RESOLUTION:

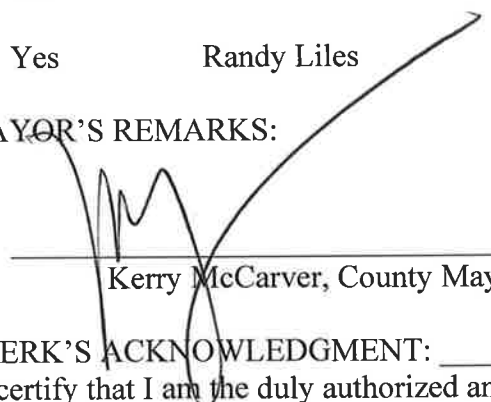
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17th day of May 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the Mayor's signature on Subscription Agreement between Acid Remap, LLC and Cheatham County EMS.

A copy of the Agreement is attached.

RECORD: Approved by roll call vote 11 Yes 0 No 1 Absent

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Absent
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT:

I, Teresa Gupton, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 21st day of May 2021.


Teresa Gupton, County Clerk



SUBSCRIPTION AGREEMENT

This is a SUBSCRIPTION AGREEMENT ("Agreement"), effective as of the last date accompanying the signatures of the parties, between **Acid Remap LLC** ("Acid Remap"), with offices located at 560A Missouri Street, San Francisco, CA 94107, and Cheatham County EMS ("Client"), with offices located at 3455 Bell St, Ashland City, TN 37015. Acid Remap and Client may each be referred to as a "party" and together be referred to as the "parties."

RECITALS

WHEREAS, Acid Remap offers a mobile application service that provides certain EMS protocols and other Client Data under the name Paramedic Protocol Provider; and

WHEREAS, Client desires to license Paramedic Protocol Provider for use subject to the "Terms of Service" set forth on www.acidremap.com, as may be amended from time to time.

NOW THEREFORE, the parties hereby agree as follows:

1. DEFINED TERMS.

1.1 "Application" is a mobile software platform through which Client may digitally distribute Client Data, including, without limitation, EMS protocols and policies to certain end-users. The term "Application" shall be deemed to include any (i) upgrades or updates of the Application made after the effective date of this Agreement and (ii) Custom Applications provided to Client.

1.2 "Client Data" is any Client data or content, including, without limitation, any EMS protocols and policies, shared with Acid Remap through use of the Application.

1.3 "Custom Application" is an Application specifically branded for Client and containing Client's Client Data exclusively.

1.4 "User" refers to each employee, consultant, client or other agent of Client, which Client authorizes to access the Application on Client's behalf or on behalf of an agency for which Client provides services, including, without limitation, EMTs, paramedics or other medical practitioners operating under Client's medical license.

1.5 "EMS" refers to Emergency Medical Services.

2. INTELLECTUAL PROPERTY.

2.1 License.

(a) Subject to the terms and conditions of this Agreement, including, but not limited to, Client's obligation to pay fees when due, Acid Remap hereby grants to Client and Users a non-exclusive license to access and use, subject to the Terms of Service in effect at the time of use and the "Schedules" attached as exhibits hereto, the Application, including any Custom Applications specified in the Schedules attached hereto, during the Term of this Agreement solely for its internal business operations

(b) Client grants to Acid Remap a nonexclusive, royalty-free license during the Term to access and use the Client Data for the purposes of distributing such Client Data as part of the Application, which such license expressly, and without limitation, includes the right of Acid Remap to modify such Client Data as is commercially reasonable to fulfill Acid Remap's obligations under this Agreement; provided, that such modifications do not change the substantive content of such Client Data.

(c) Client is solely responsible for providing all telecommunications, computer and other equipment necessary for accessing the Application.

(d) Acid Remap retains the right, in its sole discretion and without prior notice or liability, to restrict or terminate access to the Application by Client and/or particular Users, and to otherwise remove any Client Data from the Application if

Client and/or any of its use of the Application violates any applicable federal, state, local or international laws or regulations, or the rights of any third party.

2.2 Ownership.

(a) Acid Remap retains all rights to the Application not expressly granted to Client in this Agreement. Without limiting the generality of the foregoing: (i) except as specifically set forth in this Agreement and as with regards to Client Data, which is the sole and exclusive property of Client, Acid Remap has all rights, title and interest in and to the Application, all components thereof, all content which Acid Remap makes available to Client for downloading and all intellectual and industrial property rights embodied therein or pertaining thereto, including, without limitation, copyrights, patent rights, trademarks and trade names, and trade secrets. (ii) any configuration or deployment of the Application shall not affect or diminish Acid Remap's rights, title, and interest in and to the Application, and (iii) Client shall not limit Acid Remap in any way from developing, using, licensing, distributing, modifying, or otherwise freely exploiting the Application, any other materials provided by Acid Remap, or any modifications, enhancements, improvements or derivative works thereof, or from permitting third parties from so doing; provided, that, except as expressly set forth herein, Acid Remap shall not use any Client Data for any purpose other than providing the Application to Client and Users.

(b) The Application is licensed, not sold, to Client, and solely for the purposes set forth in this Agreement. To the extent Client or its Users creates any derivative works or improvements to the Application, Client, on behalf of itself and its Users, hereby assigns all right, title and interest to such derivative works or improvements, including, without limitation, all intellectual property rights, to Acid Remap.

2.3 Restrictions on Use.

(a) Except as otherwise specifically permitted under this Agreement, and with the exception of any Client Data, Client shall not, and Client shall not permit any third party to (i) copy, modify, create derivative works of, distribute, sell, assign, pledge, sublicense, lease, loan, rent, timeshare, deliver or otherwise transfer the Application to any third party in whole or in part; provided, that Client may copy Acid Remap's documentation as needed for use by its Users, (ii) derive or attempt to derive the source code of any portion of the Application by any means, (iii) reverse engineer, decompile, disassemble, or translate the Application or any part thereof, (iv) transfer any of the Application components to any other person, entity, computer, computer network, or other device, or (v) upload, post, mail, publish, transmit or distribute in any way the Application, any component of the Application or derivative works based thereon.

(b) Client may not sublicense or use the Application for commercial time-sharing, rental, outsourcing, or service bureau use, or to train persons other than Users, unless previously agreed to in writing by Acid Remap.

2.4 Limited Trademark License. No license, right or interest in the trademarks, trade names or service mark of either party or its licensors ("Marks") is granted hereunder, except for the limited purpose of marketing and publicity to the extent permitted by Section 10.4 and except as otherwise necessary to fulfill the terms of this Agreement. Each party expressly retains the right to monitor the uses, if any, to which its (or its licensors') Marks are put, and each party shall comply with instructions which the other party may give from time to time regarding the other party's (or its licensors') Marks.

2.5 Limited Access to Client Data.

(a) If, in the course of Acid Remap performing its obligations hereunder, it is necessary for Acid Remap to access Client Data to an extent not otherwise provided herein, Client hereby grants

Acid Remap a royalty-free right to access Client Data for the purposes of fulfilling Acid Remap's obligations under this Agreement.

(b) Client shall not transmit any "protected health information" ("PHI", as defined in 45 C.F.R. 160.103) or "individually identifiable health information" (as defined in 42 U.S.C. 1320d) without the written consent of Acid Remap. In the event such consent is given, Acid Remap shall comply with the Health Insurance Portability and Accountability Act of 1996, as codified as 42 U.S.C. 1329D ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and any current and future regulations promulgated under HIPAA or HITECH, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations") and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements," to the extent applicable. Acid Remap shall further comply with all relevant state and local laws governing the privacy and security of patient health or personal information, to the extent applicable.

(c) To the extent applicable, Acid Remap shall not use or further disclose any PHI or Individually Identifiable Health Information, other than as permitted by HIPAA requirements and the terms of this Agreement.

3. COMPENSATION.

3.1 Fees. Client will pay Acid Remap the Fees as defined in the Schedules.

3.2 Professional Services. In connection with Client's use of the Application, Acid Remap may provide Client with services related to the Application, as Client may request from time to time and the parties mutually agree. Acid Remap shall bill all such services to Client on a time and materials basis at Acid Remap's then-current rates. Client shall in all cases be responsible for

Acid Remap's reasonable out-of-pocket expenses, including, without limitation, travel and lodging.

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3.5 Currency. All payments by Client are to be in US Dollars unless otherwise specified in the Schedules.

3.6 Developer Account Fees. Client may be required to open a developer account in one or more of the third party application stores through which Client distributes the Application (e.g., an Apple developer account or Android developer account). Client shall be responsible for any fees related to such an account. Enforcement of any such fee obligation is at the discretion of the third party application store owners.

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4.1 Data Storage. Client owns all rights and interests to the Client Data stored in the Application. Upon termination of this Agreement, Acid Remap shall use commercially reasonable efforts to transfer Client's Data in electronic form to Client or a third party designated in writing by Client. This Agreement sets forth the rights of the

parties and is not intended to cause by application of statutory law or otherwise Acid Remap to be deemed a carrier, bailee, or warehouseman of Client Data, information, or other property.

4.2 Privacy of Registration Data. In order to become an authorized subscriber, Client and its Users may be asked to provide certain personal data ("Registration Data"). All Registration Data Client and Users provide to Acid Remap will be, to the best of the knowledge of Client and Users, current, accurate and complete at the time of the inquiry. Acid Remap will not disclose Registration Data except (i) as required by law or pursuant to a court order, (ii) as necessary to protect the personal safety of other Acid Remap subscribers or the public, (iii) as necessary to protect or defend the rights or property of Acid Remap, or (iv) for contacting Users of the Application. Client shall take all commercially reasonable efforts to ensure that Client's account(s) and password(s) are not disclosed to or used by any unauthorized party, and will promptly notify Acid Remap upon learning of any such unauthorized use.

5. WARRANTIES AND DISCLAIMER OF WARRANTY.

5.1 Acid Remap represents, warrants and covenants:

(a) That the Applications and any Custom Applications performs and will substantially perform in accordance with the applicable specification.

(b) That it has obtained and will continue in effect all rights and title, including any third party licenses, required for it to perform its obligations under this Agreement, including with respect to any upgrades or other changes to the Application or any Custom application, provided, that this warranty shall not extend to any specification or Client Data.

(c) That it uses and will use industry standard methods to ensure against the unauthorized access to, disclosure or use of, any Client Data, including implementation of industry standard information security methods.

(d) That the Application and any Custom Application are and will be served from locations within the US and that no Client Data will be processed by, or stored by, Acid Remap outside of the United States without the express written consent of Client. Acid Remap makes no warranties with respect to data storage, processing or serving by third parties, including, without limitation the Apple App Store, Google Play and Amazon Appstore.

5.2 Each party represents and warrants:

(a) That it has the authority to enter into this Agreement and that doing so will not result in a breach of any prior agreement.

(b) That it will perform its obligations under this Agreement in accordance with applicable law, including all applicable privacy and data protection laws.

5.3 THE APPLICATION, ACCESS THERETO, AND ANY SERVICES PROVIDED HEREUNDER ARE PROVIDED ON AN "AS IS" BASIS, AND ACID REMAP AND ITS AFFILIATES AND AGENTS: (I) DO NOT MAKE, AND HEREBY EXPRESSLY DISCLAIM, ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE; (II) DO NOT WARRANT THAT ACCESS TO THE APPLICATION WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, OR THAT ANY INFORMATION, SOFTWARE, OR OTHER MATERIAL ACCESSIBLE THROUGH THE APPLICATION IS FREE OF VIRUSES, CANCELBOTS, WORMS, LOGIC BOMBS, TROJAN HORSES, OR OTHER HARMFUL CONTENTS OR COMPONENTS; AND (III) SHALL IN NO EVENT BE LIABLE TO CLIENT OR ANYONE ELSE FOR ANY INACCURACY, ERROR

OR OMISSION IN, OR LOSS, INJURY OR DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF DATA) CAUSED IN WHOLE OR IN PART BY, OR FAILURES, DELAYS OR INTERRUPTIONS OF THE APPLICATION. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ACID REMAP OR AN APPROVED REPRESENTATIVE SHALL CREATE A WARRANTY UNLESS IT IS IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF ACID REMAP. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES. IN SUCH JURISDICTIONS, ACID REMAP'S LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

5.4 Client Acknowledgement. Client represents and warrants that it fully understands that (i) the Application is a mobile application intended to deliver Client Data to Users, (ii) the Application is dependent upon a number of factors outside the control of Acid Remap, including, without limitation, the operation of third party provided hardware and network services, (iii) the Application is not intended to be the sole source of providing EMS protocols and other Client Data, and is not a substitute for any of Client's current systems or methods of providing medical treatment and/or medicine, (iv) there may be occasional communication failures or delays in the display of Client Data, and (v) the Application is not expected to perform at the same level of performance and/or reliability one might expect from medical devices used in the delivery of critical medical care in clinical environments.

6. LIMITATION OF LIABILITY.

6.1 Exclusion of Consequential Damages. EXCEPT FOR BREACHES OF SECTION 9 OR THE INDEMNIFICATION OBLIGATIONS UNDER SECTION 7, IN NO EVENT SHALL CLIENT, USERS ACID REMAP OR ACID REMAP'S SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCI-

DENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, DATA OR USE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; provided, that in the event Client gives access to the Application to non-authorized persons, Acid Remap shall be entitled to recover the full amount of any license fees that would relate to such persons if they were Users.

6.2 Limitation of Direct Damages. Except for any breach of its nondisclosure obligations under Section 9, the aggregate and cumulative liability of Acid Remap and its suppliers for damages hereunder shall in no event exceed the amount of fees paid by Client for the previous twelve (12) months under this Agreement. Except for Client's breach of its obligations to comply with the License grant under Section 2.1(a), the Restrictions on Use under Section 2.3, its payment obligations, and its non-disclosure obligations under Section 9, Client's aggregate and cumulative liability for damages hereunder shall in no event exceed the amount of fees paid by Client under this Agreement.

7. [UNUSED]

8. TERM AND TERMINATION.

8.1 Term. This Agreement shall commence and remain in effect for the term set forth in any Schedule attached as an exhibit to this Agreement, or until terminated in accordance with Section 8.2; provided, that the term shall automatically renew upon continued payment by Client of any fees invoiced by Acid Remap on a payment period-by-payment period basis unless Acid Remap delivers to Client notice of termination at least thirty (30) days prior to the end of the then current term.

8.2 Termination. Except as otherwise set forth in this Agreement, either party may termi-

nate this Agreement if: (i) the other party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice, except in the case of failure to pay fees, which must be cured within twenty (20) days after receipt of written notice from Acid Remap or (ii) the other party becomes the subject of a voluntary or involuntary petition in bankruptcy or other proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors.

8.3 Effect of Termination.

(a) Upon termination of this Agreement, (i) Client and its Users will immediately cease access to the Application and (ii) Client shall pay all charges that accrued prior to such termination.

(b) In the event of a termination by Acid Remap pursuant to Section 2.1(d) or Section 8.2, all charges payable by Client for the remaining term of this Agreement shall accelerate and shall also be due and payable by Client at the time of the termination.

(c) The following provisions shall survive the termination of this Agreement for any reason: Sections 1, 2.1, 2.2, 2.3, 3, 4, 5.3, 5.4, 6, 7, 8.3, 9 and 10.

9. CONFIDENTIAL INFORMATION.

9.1 Confidential Information. In the performance of this agreement, each party may disclose certain of its Confidential Information to the other party. Each party receiving such information (the "receiving party") shall hold the Confidential Information of the other party ("disclosing party") in strict confidence and not disclose that Confidential Information to third parties nor use for any purpose not authorized herein, nor permit access to Confidential Information, except to those of its employees or authorized representatives having a need to know and who are bound by confidentiality obligations at least as restrictive as those contained herein. A party's "Confidential Information" includes the business plans and strategies, financial information, the terms of this Agreement, software programs and

source code documents, proprietary processes, Client Data and any other information which is (i) disclosed to the other party in a writing marked confidential or (ii) a person should reasonably know is confidential. Upon learning of any unauthorized use or disclosure of a disclosing party's Confidential Information, the other party shall immediately notify the disclosing party.

9.2 Exceptions. The restrictions of Section 9.1 shall not apply to (i) information that becomes, through no act or fault of the receiving party, publicly known or generally known in the relevant industry, (ii) information received from a third party not obligated under a confidentiality agreement with the disclosing party, (iii) information independently developed by the receiving party without reference to the Confidential Information, (iv) information required to be disclosed by law or court or governmental agency order; provided, that, to the extent permitted by law, the receiving party gives prompt notice of such requirement to the other party, or (v) disclosures to a professional advisor of the disclosing party under a duty of confidentiality.

9.3 Ownership and Return of Confidential Information. All Confidential Information shall remain the property of the disclosing party. Except as required by law, upon written request of the disclosing party, the receiving party shall promptly return to the disclosing party all documents and other tangible materials representing the disclosing party's Confidential Information, together with all copies thereof (at disclosing party's expense).

10. MISCELLANEOUS.

10.1 Relationship. The relationship between the parties is that of vendor and purchaser. Neither party, nor any employee of a party, is an independent contractor or employee of the other. Each party shall be responsible for determining the method, location and other details of its performance under this Agreement, for hiring, paying (including providing benefits) and managing any and all of its employees, and for providing

any and all equipment or other materials necessary for its performance under this Agreement.

10.2 Applicable Law and Forum. This Agreement shall be governed by the laws of the State of Tennessee. The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement. All claims under, or otherwise with respect to, this Agreement shall be brought and maintained in the state and federal courts located in Nashville, Tennessee USA, and the parties hereby expressly consent (and waive any right to otherwise object) to the exclusive venue and jurisdiction of such courts.

10.3 Force Majeure. Except for Client's obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including, without limitation, acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the internet; provided, that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

10.4 Publicity and Marketing. Notwithstanding anything to the contrary in this Agreement, each party may publicize the existence of the business relationship established hereunder in connection with any product, promotion or publication arising under this Agreement; provided, that, except as required by law, Client shall not disclose any of the terms of this Agreement to any third party without first obtaining the written consent of Acid Remap. Client hereby grants Acid Remap a license to use and publish Client's name and/or Marks as part of Acid Remap's customer lists or as otherwise set forth herein, in the form provided by Client and in compliance with Client's applicable trademark usage policies. Client shall serve as a reference account for Acid Remap. As such, Acid Remap may provide Client's name and contact information to, and Client may be contacted by, members of the media,

market analysts, potential customers or other parties interested in Client's opinion of Acid Remap and its products or services. Depictions of the Application using Client's EMS protocols or other Client Data may be used by Acid Remap, or any third party with Acid Remap's permission, for publicity or marketing purposes.

10.5 Assignment. Client may not assign this Agreement, or its rights or duties hereunder, to any third party, in whole or in part, whether voluntarily or involuntarily, by operation of law (e.g., in a statutory merger) or otherwise, without Acid Remap's prior written consent, which may be granted or withheld in Acid Remap's reasonable discretion. Acid Remap reserves the right to impose an additional reasonable start-up fee on any proposed assignee, as a precondition to permitting such assignment.

10.6 Notices. All notices must be in writing and delivered personally or sent by overnight courier service to the address indicated herein or such other address as either party may indicate by written notice, or sent via e-mail to the e-mail address currently specified by either party to the other. Copies of all notices to Client shall additionally be sent to Cheatham County Mayor, 350 Frey Street, Ashland City, TN 37015. Notice will be deemed effective upon the earlier of actual receipt or two business days after deposit with an overnight courier or email transmission.

10.7 Severability. If any term or provision of this Agreement should be declared invalid by a court of competent jurisdiction or by operation of law, the remaining terms and provisions of this Agreement will be unimpaired, and the invalid term or provision will be replaced by such valid term or provision as comes closest to the intention underlying the invalid term or provision.

10.8 Attorneys' Fees. In the event of any litigation of any controversy or dispute arising out of or in connection with this Agreement, its interpretation, its performance, or the like, the prevailing party shall be awarded reasonable attorneys' fees and expenses, court costs, and reasonable costs for expert and other witnesses attributable to

the prosecution or defense of that controversy or dispute. In the event of a non-adjudicative settlement of litigation between the parties or a resolution of dispute by arbitration, the term "prevailing party" shall be determined by that same process.

10.9 Entire Agreement, Waiver, Amendment. This Agreement and the Schedules together constitute the entire, exclusive and final statement of the agreement of the parties with respect to the subject matter hereof, and supersede all prior and contemporaneous representations, proposals, negotiations, discussions, and agreements between the parties regarding the same subject matter, whether oral or in writing. In the event this Agreement conflicts with the Terms of Service, this Agreement shall govern. Except as expressly set forth herein, this Agreement, including, without limitation, any Schedule or exhibit to this Agreement, may not be modified or amended except by an instrument in writing signed by the parties hereto. The waiver or failure of either party to exercise in any respect any rights provided for in this Agreement will not be deemed a waiver of any further right under this Agreement. There are no intended third-party beneficiaries to this Agreement.

10.10 Counterparts. This Agreement may be executed in counterparts, which taken together shall be considered one original Agreement. The exchange of a fully executed Agreement (in counterparts or otherwise) by fax or e-mail shall be sufficient to bind the parties to the terms and conditions of this Agreement.

10.11 Tennessee Public Records Act. Notwithstanding anything herein to the contrary, the parties agree that this Agreement and any documents or communications in Client's possession are presumptively public records and subject to disclosure upon request by Tennessee citizens unless specifically exempted from such disclosure by applicable law. No disclosure of Confidential Information required pursuant to Tennessee law will be deemed a breach of this Agreement.

* * * * *

The undersigned duly authorized representatives of the parties have executed this Agreements as of the dates set forth below.

EXECUTED BY:

CHEATHAM COUNTY EMS

Signature: _____

Name: _____

Title: _____

Date: _____

EXECUTED BY:

ACID REMAP LLC

Signature: _____

Name: Oded Wurman

Title: CEO

Date: _____

Schedule A

Description of product or service	Period	Fee (USD)
Distribution and updates of the Cheatham County EMS protocols in a free-for-providers custom-branded Cheatham-only mobile app, derived from Paramedic Protocol Provider, on the Apple App Store (via B2B VPP) and Google Play for a term of 1 year(s) starting from the date of general availability, and for an agency of up to 150 staff.	Year 1	\$2,750
Total contract amount (over 1 years)		\$2,750

RESOLUTION: 8 (F)

RESOLUTION TITLE: To Approve The Mayor's Signature On Contract Between The State Of Tennessee Department Of Transportation And Cheatham County

DATE: May 17, 2021

MOTION BY: Mr. David Anderson

SECONDED BY: Mr. Tim Williamson

COMPLETED RESOLUTION:

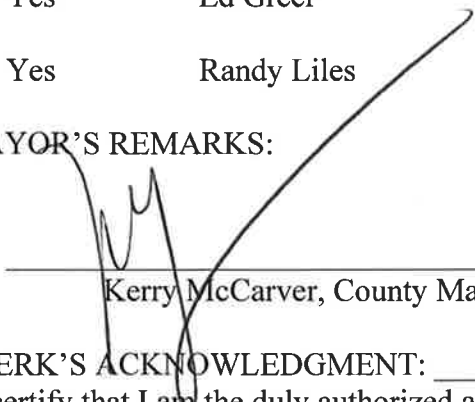
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17th day of May 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the Mayor's signature on contract between the State of Tennessee Department of Transportation and Cheatham County.

A copy of the Contract is attached.

RECORD: Approved by roll call vote 11 Yes 0 No 1 Absent

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Absent
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:

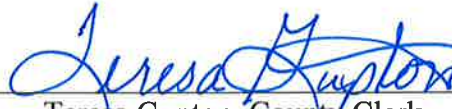


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Teresa Gupton, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 21st day of May 2021.



Teresa Gupton, County Clerk



**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TRANSPORTATION
AND
County of Cheatham**

This Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and County of Cheatham, hereinafter referred to as the "Contractor," is for the provision of a special agreement for litter removal, on State Routes, as further defined in the "SCOPE OF SERVICES."

Contractor Edison Registration ID # 0000000019
Contract #: CMA 2257

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Tenn. Code Ann. § 54-16-106 provides that the highway authorities of the state, counties, cities, and town are authorized to enter into agreements with each other respecting the improvement and maintenance of controlled-access facilities, defined by Tenn. Code Ann. § 54-16-101 as a highway or street specially designed for through traffic, and over, from or to which owners or occupants of abutting land or other persons have no right or easement of access from abutting properties.
- A.3. Tenn. Code Ann. § 54-5-139 provides that the State may enter into a contract with a qualified county to perform maintenance activities upon the rights-of-way of state highways located outside of municipalities and metropolitan governments; and, that the reimbursement shall be on an actual cost basis.
- A.4. The State is hereby contracting with the Contractor for the improvements and maintenance specified in Attachment "Exhibit A" titled "Guidelines Covering Maintenance of State Highways through a County," attached and incorporated hereto as part of this Contract.

B. TERM OF CONTRACT:

This Contract shall be effective on July 1, 2021 ("Effective Date"), and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed twenty-seven thousand four hundred eighty-seven dollars and eight cents (\$27,487.08). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from

the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.
 - a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
 - b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
"Exhibit A" titled "Guidelines Covering Maintenance of State Highways through a County"	See Exhibit A

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

TN Department of Transportation
 1918 Wilma Rudolph Blvd.
 Clarksville, TN 37040

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice Number (assigned by the Contractor)
 - (2) Invoice Date
 - (3) Contract Number (assigned by the State)
 - (4) Customer Account Name: Tennessee Department of Transportation
 - (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
 - (6) Contractor Name
 - (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
 - (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
 - (9) Contractor Remittance Address
 - (10) Description of Delivered Service
 - (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (including name & title as applicable) of each service invoiced
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced

- iv. Amount Due by Service
- v. Total Amount Due for the invoice period

- b. The Contractor understands and agrees that an invoice under this Contract shall:
 - (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
 - (2) only be submitted for completed service and shall not include any charge for future work;
 - (3) not include sales tax or shipping charges; and
 - (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, 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 invoiced.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.
- C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.
 - a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
 - b. The Contractor 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 Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, 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.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the 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 this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total 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 Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor 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 Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) 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 State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract

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

- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee 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 Contractor, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this 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 Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this 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. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Philip Watkins, Operations District Supervisor
State of Tennessee, Department of Transportation
1918 Wilma Rudolph Blvd
philip.watkins@tn.gov
Telephone # (931) 905-2912
FAX # (931) 572-1659

The Contractor:

Mike Breedlove, Cheatham County Sheriff
Cheatham County Sheriff's Office
200 Court Square
Ashland City, TN 37015
Telephone # (615) 792-4341

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

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor 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.
- E.4. MUTCD. In accordance with Tenn. Code Ann. 54-5-108, the Contractor shall conform to and act in accordance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by rules of the State. Particularly, the Contractor shall sign work-zones associated with this Contract in accordance with the aforesaid MUTCD.
- E. 5. Maintenance. Nothing contained in this Contract shall change the maintenance obligations governed by the laws of the State of Tennessee, it being the intent of this Contract not to enlarge the present maintenance obligations of the State.

IN WITNESS WHEREOF,

County of Cheatham:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

APPROVED AS TO FORM AND LEGALITY

CONTRACTOR ATTORNEY SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR ATTORNEY SIGNATORY (above)

STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION:

CLAY BRIGHT, COMMISSIONER

DATE

APPROVED AS TO FORM AND LEGALITY

JOHN REINBOLD, GENERAL COUNSEL

DATE

GUIDELINES COVERING MAINTENANCE
OF STATE HIGHWAYS THROUGH A COUNTY

The following items where applicable are eligible for reimbursement by the State to the Contractor under the Special Maintenance Agreement:

Activity	Maintenance Work Type	Unit Of Measure
441	Litter Removal	Roadway Miles

Litter Removal work shall consist of removal of litter from the entire highway rights-of-way where accessible (fence to fence where applicable), including shoulders and excluding the travel lanes on interstate and state routes as detailed below.

INVENTORY OF ELIGIBLE LITTER REMOVAL FOR THE MAINTENANCE
OF STATE HIGHWAYS THROUGH A COUNTY

The following Table itemizes the eligible length of litter removal in linear miles which will be maintained by the Contractor under the terms of this contract. The State agrees to reimburse said Contractor in the amount actually expended for litter removal, not to exceed the number of cycles and the price per linear mile as detailed below.

Litter Inventory Worksheet							
Route Number	Beginning Termini (LM)	Ending Termini (LM)	Segment Length (mi.)	Price per Litter Mile	Number of Litter Cycles	Contract Segment Total Litter (mi.)	Contract Segment Total Litter (\$)
SR 1	Dickson County Line	Davidson County Line	9.38	\$ 46.50	6	56.28	\$ 2,617.02
SR 12	Davidson County Line	Montgomery County Line	20.4	\$ 46.50	6	122.4	\$ 5,691.60
SR 49	Dickson County Line	Robertson County Line	16.16	\$ 46.50	6	96.96	\$ 4,508.64
SR 112	Davidson County Line	Montgomery County Line	14.51	\$ 46.50	6	87.06	\$ 4,048.29
SR 249	I-40	SR 112	25.73	\$ 46.50	6	154.38	\$ 7,178.67
SR 250	Dickson County Line	SR 49	7.63	\$ 46.50	6	45.78	\$ 2,128.77
SR 251	SR 249	Davidson County Line	4.01	\$ 46.50	6	24.06	\$ 1,118.79
SR 455	SR 49	SR 12	0.7	\$ 46.50	6	4.2	\$ 195.30
Total Contract Litter (mi.):						591.12	\$ 27,487.08

Calculated Maximum Reimbursement: \$ 27,487.08

Litter Inventory Worksheet

Route Number	Beginning Termini (LM)	Ending Termini (LM)	Segment Length (mi.)	Price per Litter Mile	Number of Litter Cycles	Contract Segment Total Litter	Contract Segment Total Litter (\$)
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SR 1	Dickson County Line	Davidson County Line	9.38	\$ 46.50	6	56.28	\$2,617.02
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SR 12	Davidson County Line	Montgomery County Line	20.4	\$ 46.50	6	122.4	\$5,691.60
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SR 49	Dickson County Line	Robertson County Line	16.16	\$ 46.50	6	96.96	\$4,508.64
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SR 112	Davidson County Line	Montgomery County Line	14.51	\$ 46.50	6	87.06	\$4,048.29
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SR 249	1-40	SR 112		25.73	\$ 46.50	6	154.38	\$7,178.67
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SR 250	Dickson County Line	SR 49	7.63	\$ 46.50	6	45.78	\$2,128.77
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Total Contract Litter (mi.): 591.12 #####

RESOLUTION: 8 (G)
RESOLUTION TITLE: To Support 2021 THDA Home Grant Program
DATE: May 17, 2021
MOTION BY: Mr. David Anderson
SECONDED BY: Mr. Tim Williamson

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17th day of May 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to Support 2021 THDA Home Grant Program.

Whereas funds are available through the State of Tennessee HOME Program; and

Whereas Cheatham County wishes to improve housing within the County; and

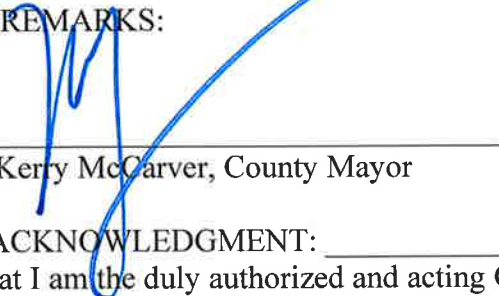
Whereas Cheatham County may apply for HOME funds in an amount not to exceed \$500,000.00.

NOW THEREFORE, BE IT RESOLVED BY THE Board of Commissioners of Cheatham County that application be made for HOME funds for housing improvements and that Kerry McCarver, County Mayor, be authorized to sign the application and such other documents needed in connection with such application.

RECORD: Approved by roll call vote 11 Yes 0 No 1 Absent

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Absent
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:




Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Teresa Gupton, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 21st day of May 2021.



Teresa Gupton, County Clerk



RESOLUTION: 9

RESOLUTION TITLE: To Authorize The Following Budget Amendments For The County General Fund

DATE: May 17, 2021

MOTION BY: Mr. David Anderson

SECONDED BY: Mr. Tim Williamson

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17th day of May 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the County General Fund:

Jail

101-34625-01	Committed for Public Safety	\$437.50	
101-54210-441	Prisoner Supplies		\$437.50
<i>Transfer reserved March commissary sales to prisoner supplies line</i>			

Jail

101-34725-02	Assigned for Public Safety	\$18,950.00	
101-54210-718	Motor Vehicles		\$18,950.00
<i>Transfer funds from Litter Removal Grant reserve to purchase a 2018 Dodge Charger to replace a jail vehicle coming out of service that needs costly engine repairs</i>			

Jail

101-34525-01	Restricted for Public Safety	\$9,000.00	
101-54210-707	Building Improvements		\$9,000.00
<i>Transfer reserved Jail / Workhouse Litigation Tax funds to replace two tankless water heaters in the jail</i>			

Rabies and Animal Control

101-34730-01	Assigned for Public Health and Welfare	\$3,231.00	
101-55120-599	Other Charges (Donations)		\$3,231.00
<i>Transfer funds from Animal Control Donation reserve to purchase a commercial grade washer and dryer</i>			

Sheriff's Department

101-46210	Law Enforcement Training Programs	\$36,000.00	
101-54110-189	Other Salaries and Wages		\$36,000.00

Transfer State Law Enforcement Training Program funds to pay out officers' training pay

Sheriff's Department

101-44570	Contributions and Gifts	\$2,750.00	
101-51220-599			\$2,750.00

Transfer a contribution made by the Cheatham County Community Enhancement Coalition to assist in funding the undercover investigation of underage beer sales

Sheriff's Department

101-47590	Other Federal through State	\$242.89	
101-54110-187	Overtime Pay		\$242.89

Transfer funds from Tennessee Highway Safety Office Grant to expenditure line to cover payroll for county road blocks

Ambulance/Emergency Medical Services

101-47303	COVID-19 (Coronavirus Relief Funds)	\$36,355.52	
101-58600-201	Social Security	\$35,656.69	
101-55130-164	Attendants		\$72,012.21

Transfer COVID-19 reimbursements and unused budgeted funds to cover a shortage in the EMS budget because of an increased need in hours worked by full-time employees due to COVID

Budget Vote: 4 Yes 0 No 1 Absent

Funding source: Various

County Clerk's Office

101-34515-05	Restricted for Finance	\$2,500.00	
101-52500-355	Travel		\$2,500.00

Transfer reserved fees from the state to cover a shortage for travel expenses

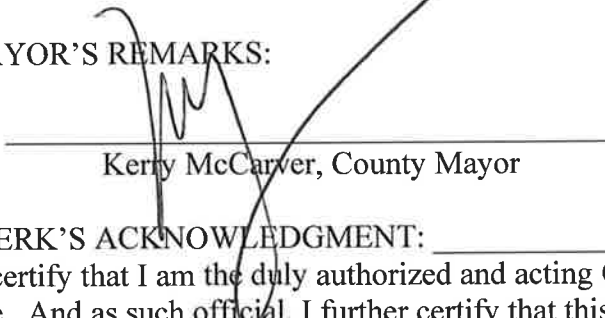
Budget Vote: Yes No Absent

Funding source: County Clerk State Fees Reserve

RECORD: Approved by roll call vote 11 Yes 0 No 1 Absent

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Absent
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Yes

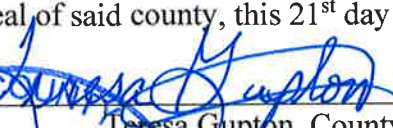
CHEATHAM COUNTY MAYOR'S REMARKS:


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Teresa Gupton, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 21st day of May 2021.


Teresa Gupton, County Clerk



RESOLUTION: 10

RESOLUTION TITLE: To Authorize The Following Budget Amendments For The Highway/Public Works Fund

DATE: May 17, 2021

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. Tim Williamson

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17th day of May 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the Highway/Public Works Fund:

Other Charges

131-44170	Miscellaneous Refunds	\$801.63	
131-65000-415	Electricity		\$801.63

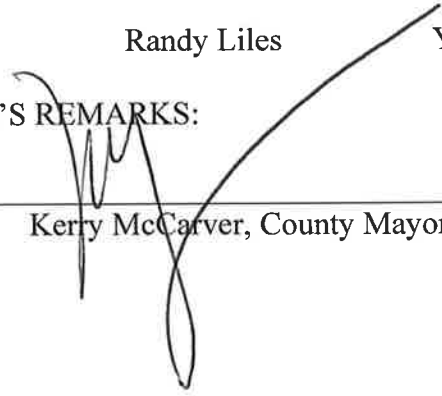
Reimbursement from schools for electricity use at bus garage

Budget Vote: 4 Yes 0 No 1 Absent
Funding source: Reimbursement from General Purpose School Fund

RECORD: Approved by roll call vote 11 Yes 0 No 1 Absent

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Absent
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Teresa Gupton, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 21st day of May 2021.



Teresa Gupton, County Clerk



RESOLUTION: 11

RESOLUTION TITLE: To Authorize The Following Budget Amendments For The General Purpose School Fund And School Federal Projects Fund

DATE: May 17, 2021

MOTION BY: Mr. Tim Williamson

SECONDED BY: Mr. David Anderson

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17th day of May 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the General Purpose School Fund and the School Federal Projects Fund:

General Purpose School

Transfers Out			
141-39000	Unassigned	\$400,000.00	
141-99100-590	Transfers to Other Funds		\$400,000.00
<i>Transfer from General Purpose School Fund to School Federal Projects Fund to cover a shortfall from ESSER Payroll</i>			

School Federal Projects

Transfers Out			
142-49800	Transfers In	\$400,000.00	
142-34655	Committed for Education		\$400,000.00
<i>Transfer from General Purpose School Fund to School Federal Projects Fund to cover a shortfall from ESSER Payroll</i>			

NOTE: Fund 142 Federal Projects has a currently floating balance of \$150,000.00. Federal Funding is reimbursable via e-plan and reimbursements typically take 7-14 days. Due to increased funding and timing, the account needs to have additional funds for cash flow to ensure it does not go in the negative. Fund 142 will have more payroll expenditures and will exceed the \$150,000.00 balance.

School Board Vote: 4 Yes 0 No 2 Absent

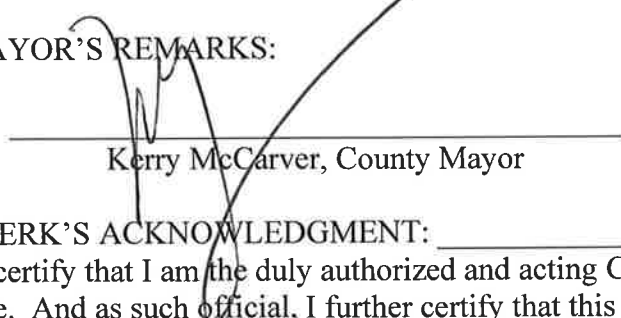
Education Vote: 4 Yes 0 No 3 Absent

Funding source: Transfer from General Purpose School Fund to School Federal Projects Fund

RECORD: Approved by roll call vote 11 Yes 0 No 1 Absent

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Absent
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Teresa Gupton, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 21st day of May 2021.



RESOLUTION: 12
RESOLUTION TITLE: To Authorize The Surplus Of The Following County Assets
DATE: May 17, 2021
MOTION BY: Mr. Gary Binkley
SECONDED BY: Ms. Diana Lovell

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17th day of May 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the surplus of the following county assets to be disposed of, recycled, sold and/or receipt proceeds of sale to County General Fund: 101-44530 (Sale of Equipment) / 101-44540 (Sale of Property) / 101-44145 (Sale of Recycled Materials):

Department: Animal Control

Items: Red Storage Building Located Behind Animal Control

Additional Information: Item is over 30 years old, damaged, and has reached end of life

Once approved for surplus, items will be sold, recycled, or disposed of

Department: Cheatham County

Item: Approximately 175 Acres (former AO Smith property)

Once approved for surplus, property will be part of a transaction to obtain city building located on Court Street

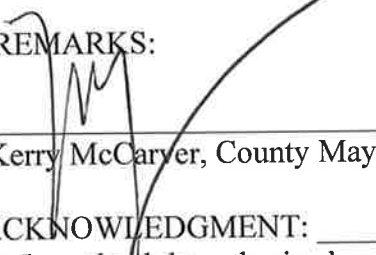
Budget Vote: 4 Yes 0 No 1 Absent

Funding Source: None

RECORD: Approved by roll call vote 11 Yes 0 No 1 Absent

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Absent
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Teresa Gupton, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 21st day of May 2021.



Teresa Gupton, County Clerk



RESOLUTION: 13
 RESOLUTION TITLE: To Authorize The Surplus Of The Following County Assets
 DATE: May 17, 2021
 MOTION BY: Ms. Diana Lovell
 SECONDED BY: Mr. David Anderson

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17th day of May 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the surplus of the following county assets to be disposed of, recycled, and/or receipt proceeds of sale to Other Capital Projects – Vehicle Fund: 178-44530 (Sale of Equipment) / 17844145 (Sale of Recycled Materials):

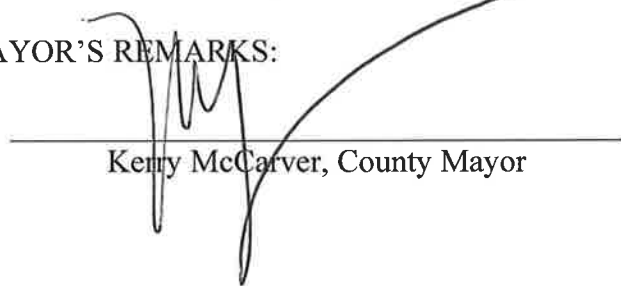
*Department: EMS
 Item: 2006 Zoll E Series Cardiac Monitor
 Serial Number: AB06I002450
 Additional Information: Item has reached end of life
 Once approved for surplus, item will be sold, recycled, or disposed of*

*Budget Vote: 4 Yes 0 No 1 Absent
 Funding Source: None*

RECORD: Approved by roll call vote 11 Yes 0 No 1 Absent

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Absent
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:

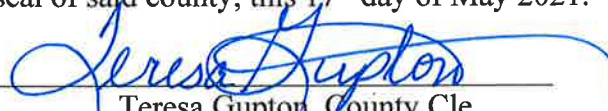


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Teresa Gupton, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 17th day of May 2021.



Teresa Gupton, County Cle



RESOLUTION: 14

RESOLUTION TITLE: To Authorize A Three-Year Capital Outlay Note For KSES Playground Equipment Not To Exceed \$267,688.82

DATE: May 17, 2021

MOTION BY: Mr. Gary Binkley

SECONDED BY: Ms. Diana Lovell

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17th day of May 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Governing Body of Cheatham County, Tennessee (the Local Government) has determined that it is necessary and desirable to provide funds for the following public works project (the 'Project'): KSES Playground Equipment (the "Project") at a cost of \$267,688.82 and an economic life of 10 years; and

WHEREAS, the Governing Body has determined that the Project will promote or provide a traditional governmental activity or otherwise fulfill a public purpose; and

WHEREAS, under the provisions of Parts I, IV, and VI of Title 9, Chapter 21, Tennessee Code Annotated (the "Act"), local governments in Tennessee are authorized to finance the cost of this Project through the issuance and sale of interest bearing capital outlay notes upon the approval of the Comptroller of the Treasury or Comptroller's Designee; and

WHEREAS, the Governing Body finds that it is advantageous to the Local Government to authorize the issuance of capital outlay notes to finance the cost of the Project;

NOW THEREFORE, BE IT RESOLVED, by the Governing Body of Cheatham County, Tennessee, as follows:

Section 1. That, for the purpose of providing funds to finance the cost of the Project in and for the Local Government, the Chief Executive Officer of the Local Government is hereby authorized in

accordance with the terms of this resolution to issue and sell interest-bearing capital outlay notes in a principal amount not to exceed Two Hundred Sixty Seven Thousand Six Hundred Eighty Eight Dollars and Eighty Two Cents (\$267,688.82) (the “Notes”) at either a competitive public sale or at a private negotiated sale upon approval of the Comptroller of the Treasury or Comptroller’s Designee pursuant to the terms, provisions, and conditions permitted by law. The Notes shall be designated “KSES Playground Equipment Capital Outlay Notes, Series 2021”, shall be numbered serially from 1 upwards; shall be dated as of the date of issuance; shall be in denomination(s) as agreed upon with the purchaser; shall be sold at not less than 99% of par value and accrued interest; and shall bear interest at a rate or rates not to exceed three point twenty -five percent (3.25%) per annum, and in no event shall the rate exceed the legal limit provided by law.

Section 2. That, the Notes shall mature not later than three (3) years after the date of issuance and that the Notes and any extension or renewal notes shall not exceed the reasonably expected economic life of the Project, which is hereby certified by the Governing Body to be at least 5 years. Provided, however, that each year [*fiscal year after the fiscal year of issue*] the Notes are outstanding, one-third (1/3), [*but in no event not less than one-third (1/3)*], of the original principal amount of the Notes shall mature without renewal but subject to prior redemption.

Section 3. That, the Notes shall be subject to redemption at the option of the Local Government, in whole or in part, at any time, at the principal amount and accrued interest to the date of redemption, without a premium, or, if sold at par, with or without a premium of not exceeding one percent (1%) of the principal amount.

Section 4. That, the Notes shall be direct general obligations of the Local Government, for which the punctual payment of the principal and interest on the notes, the full faith and credit of the Local Government is irrevocably pledged and the Local Government hereby pledges its taxing power as to all taxable property in the Local Government for the purpose of providing funds for the payment of principal of and interest on the Notes. The Governing Body of the Local Government hereby authorizes the levy and collection of a special tax on all taxable property of the Local government over and above all other taxes authorized by the Local government to create a sinking fund to retire the Notes with interest as they mature in an amount necessary for that purpose.

The Notes shall be further secured by the revenues of _____ . [*Optional:
Allow the Notes to be secured by revenues of projects(s) financed.*]

Section 5. That, the Notes shall be executed in the name of the Local Government and bear the manual signature of the chief executive officer of the Local Government and the manual signature of the city recorder with the Local Government seal affixed thereon; and shall be payable as to principal and interest at the office of the Director of Accounts and Budgets of the Local Government or the paying agent duly appointed by the Local Government. Proceeds of the Notes shall be deposited with the County Trustee of the Local Government and shall be paid out for the purpose of financing the Project pursuant to this Resolution and as required by law.

Section 6. That, the Notes will be issued in fully registered form and that at all times during which any Notes remains outstanding and unpaid, the Local Government or its agent shall keep or cause to be kept at its office a note register, if held by an agent of the Local Government, shall at all times be open for inspection by the Local Government or any duly authorized officer of the Local Government. Each Note shall have the qualities and incidents of a negotiable instrument and shall be transferable only upon the note register kept by the Local Government or its agent, by the registered owner of the Note in person or by the registered owner's attorney duly authorized in writing, upon presentation and surrender to the Local Government or its agent together with a written instrument of transfer satisfactory to the Local Government duly executed by the registered owner of the registered owner's duly authorized attorney. Upon the transfer of any such Note, the Local Government shall issue in the name of the transferee a new registered note or notes of the same aggregate principal amount and maturity as the surrendered Notes. The Local Government shall not be obligated to make any such Note transfer during the fifteen (15) days next preceding an interest payment date of the Notes or, in the case of any redemption of the Notes, during the forty-five (45) days next preceding the date of redemption.

Section 7. That, the Notes shall be in substantially the form authorized by the State Comptroller of the Treasury or the Comptroller's Designee and shall recite that the Notes are issued pursuant to Title 9, Chapter 21, Tennessee Code Annotated which is Attachment 1 to this resolution.

Section 8. That, the Notes shall be sold only after the receipt of the written approval of the Comptroller of the Treasury or Comptroller's Designee for the sale of the Notes.

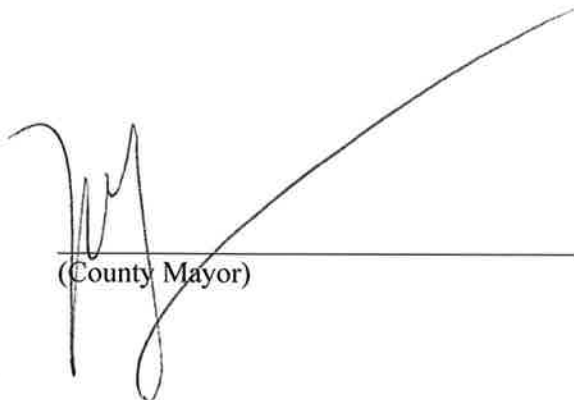
Section 9. That, upon the opinion of bond counsel, the Notes may be designated as qualified tax-exempt obligations for the purpose of Section 265(b) (3) of the Internal Revenue Code of 1986.

Section 10. That, after the sale of the Notes, the fiscal affairs of the Local Government shall be maintained on a cash basis in order that the current receipts of the Local Government are sufficient to meet current expenditures and debt service. For each year that any of the notes are outstanding, the Local Government shall prepare an annual budget in a form consistent with accepted governmental standards and as approved by the Comptroller of Treasury or Comptroller's Designee. The Local Government shall maintain a balanced budget during the life of the notes. The annual budget shall be submitted to the Comptroller of Treasury or Comptroller's Designee immediately upon its adoption; however, it shall not become the official budget for the fiscal year until such budget is approved by the Comptroller of the Treasury or Comptroller's Designee in accordance with Title 9, Chapter 21, Tennessee Code Annotated (the "Statutes".) If the Comptroller of the Treasury or Comptroller's Designee determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes, or as directed by the Comptroller of the Treasury or Comptroller's Designee. The Local Government shall provide any information required by the Comptroller of the Treasury or Comptroller's Designee to determine that a balanced budget is kept during the life of the notes.

Section 11. That, if any of the Notes shall remain unpaid at the end of three (3) fiscal years from the fiscal year of issue, then the unpaid Notes shall be retired from the funds of the Local Government or be converted into bonds pursuant to Chapter 11 of Title 9 of the Tennessee Code Annotated, or any other law, or be otherwise liquidated as approval by the Comptroller of the Treasury or Comptroller's Designee.

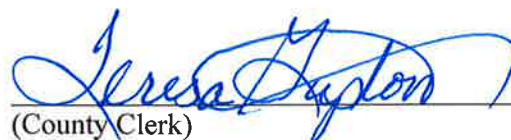
Section 12. That, all orders or resolutions in conflict with this Resolution are hereby repealed insofar as such conflict exists and this Resolution shall become effective immediately upon its passage.

Duly passed and approved this 17th day of May, 2021.



(County Mayor)

ATTESTED:



(County Clerk)

Attachment 1
CAPITAL OUTLAY NOTE FORM

Registered _____ County of _____ Registered _____
Note #: _____ Of the \$ _____
State of Tennessee
Capital Outlay Note, Series 20 _____

DATED _____, 20 _____ INTEREST RATE _____ % MATURITY DATE _____, 20 _____

Registered Owner: _____
Principal Sum: \$ _____

The _____ (Governing Body) of _____, Tennessee (the Local Government) hereby acknowledges itself indebted, and for value received hereby promises to pay to the Registered Owner hereof (named above), or registered assigns, the Principal Sum specified above on the Maturity Date specified above or according to an amortization schedule attached hereto (unless this note shall have been duly called for prior redemption and payment of the redemption price shall have been duly made or provided for), upon presentation and surrender to the Local Government or its agent, and to pay interest on the Principal Sum on _____ and thereafter on _____ of each year at the Interest Rate per annum specified above or according to an amortization schedule attached hereto, by check, draft, or warrant mailed to the Registered Owner at the address of the Registered Owner as it appears on the fifteenth (15th) calendar day of the month next preceding the applicable payment date in the note register maintained by or on behalf of the Local Government. Both principal of and interest on this note are payable at the office of the _____ of the Local Government or a paying agent duly appointed by the Local Government in lawful money of the United States of America.

This note is a direct obligation of the Local Government for the payment of which as to both principal and interest the full faith and credit of the Local Government is pledged.

This note is subject to redemption prior to its stated maturity in whole or in part at any time at the option of the Local Government upon payment of the principal amount of the note together with the interest accrued thereon to the date of redemption with a premium of _____ % of par value.

This note is issued under the authority of Parts I, IV, and VI of Title 9, Chapter 21, Tennessee Code Annotated, and a Resolution duly adopted by the Governing Body of the Local Government meeting in session on the _____ day of _____, 20____ (the "Resolution") to provide funds to finance the cost of public works projects referenced in the Resolution.

This note shall have the qualities and incidents of a negotiable instrument and shall be transferable only upon the note register kept by the Local Government or its agent, by the Registered Owner of the note in person or by the Registered Owner's attorney duly authorized in writing, upon presentation and surrender to the Local Government or its agent of the note together with a written instrument of transfer satisfactory to the Local Government duly executed by the Registered Owner or the Registered Owner's duly authorized attorney but only in the manner as provided in the Resolution of the Local Government authorizing the issuance of this note and upon surrender hereof for cancellation. Upon the transfer of any such note, the Local Government or its agent shall issue in the name of the transferee a new registered note or notes of the same aggregate principal amount and maturity as the surrendered note. The Local Government shall not be obligated to make any such Note transfer during the fifteen (15) days next preceding an interest payment date on the Notes or, in the case of any redemption of the Notes, during the forty-five (45) days next preceding the date of redemption.

Title 9, Chapter 21, Section 117, Tennessee Code Annotated provides that this note and interest thereon are exempt from taxation by the State of Tennessee or by any county, municipality or taxing district of the State, except for inheritance, transfer and estate taxes and except as otherwise provided under the laws of the State of Tennessee.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this note exist, have happened and have been performed in due time, form and manner as required by the Constitution and laws of the State of Tennessee, and that the amount of this note, together with all other indebtedness of the Local Government, does not exceed any constitutional or statutory limitation thereon, and that this note is within every constitutional and statutory limitation.

IN WITNESS WHEREOF, the Governing Body of the Local Government has caused this note to be executed in the name of the Local Government by the manual signature of the _____, and countersigned and attested by the manual signature of the _____ with the Seal of the Local Government affixed hereto or imprinted hereon, and this note to be dated as of the _____ day of 20_____.

ATTESTED:

Leresa Duxton
(County Clerk)

[Signature]

(Mayor)

SEAL



ASSIGNMENT

Note No. R- _____.

Amount: \$ _____.

For value received, the undersigned hereby sells, assigns and transfers unto

(Name and address of assignee)

(Please indicate social security or other tax identifying number of assignee)

The within-mentioned note and hereby irrevocably constitutes and appoints _____, attorney-in-fact, to transfer the same on the note register in the office of the _____ or the agent of the Local Government with full power of substitution in the premises.

Date: _____

Assignor: _____

Address: _____

Signature Guaranteed by: _____

NOTE: The signature as to this assignment must correspond with the name as written on the face of the within note in every particular, without alteration, enlargement or any change whatsoever.

School Board Vote (5/6/2021): 4 Yes 0 No 2 Absent

Budget Vote (5/10/2021): Motion to deny 4 Yes 0 No 1 Absent

Education Vote (5/10/2021): Motion to defer back to Budget Committee for reconsideration on 5/17/2021 4 Yes 0 No 1 Absent

Funding Source: Note Proceeds

School Board Vote: 4 Yes 0 No 2 Absent

Budget Vote: Motion to deny 4 Yes 0 No 1 Absent

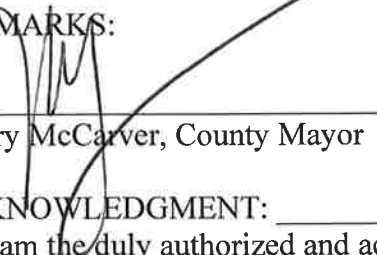
Education Vote: Motion to defer back to Budget Committee for reconsideration on 5/17/2021 4 Yes 0 No 1 Absent

Funding Source: Note Proceeds

RECORD: Approved by roll call vote 7 Yes 4 No 1 Absent

David Anderson	Yes	Donnie Jordan	No
Gary Binkley	Yes	Walter Weakley	No
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	No	Eugene O. Evans, Sr.	Absent
Chris Gilmore	Yes	Ed Greer	No
Connie Mayo	Yes	Randy Liles	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Teresa Gupton, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 21st day of May 2021.



Teresa Gupton, County Clerk



RESOLUTION: 15

RESOLUTION TITLE: To Authorize The Approval To Supplement Three Deputy Positions Titles As Drug Investigators

DATE: May 17, 2021

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. Chris Gilmore

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17th day of May 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize approval to supplement three Deputy positions titles as Drug Investigator.

WHEREAS, the Sheriff's Department currently has three Deputy Positions performing the duties of Drug Investigator, and

WHEREAS, the difference between Deputy pay and Investigator pay on the pay scale will be paid as a per year supplement on each of the three positions for performing the additional duties as Drug Investigator, and

WHEREAS, the supplement will be funded from the Sheriff's Drug Control Fund, and

WHEREAS, the supplement will only exist while/if funds are available in the Drug Control Fund, and

WHEREAS, the supplement will be effective July 1, 2021.

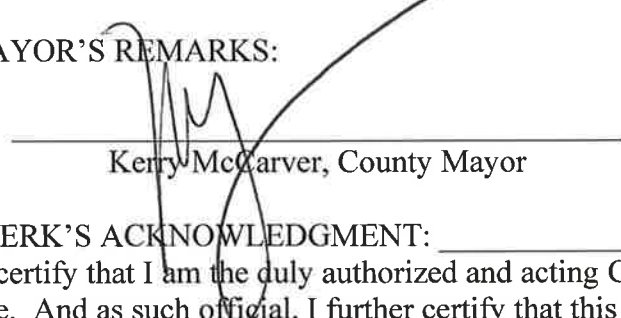
Budget Vote: 4 Yes 0 No 1 Absent

Funding Source: Drug Control Fund

RECORD: Approved by roll call vote 11 Yes 0 No 1 Absent

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Absent
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Teresa Gupton, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 21st day of May 2021.


Teresa Gupton, County Clerk



RESOLUTION: 16

RESOLUTION TITLE: Resolution To Request Unclaimed Balance Of Accounts Remitted To State Treasurer Under Unclaimed Property Act

DATE: May 17, 2021

MOTION BY: Mr. Walter Weakley

SECONDED BY: Mr. Gary Binkley

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17th day of May 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, Tennessee Code Annotated Section 66-29-102 and Section 66-29-123, as amended by Public Chapter 401, Acts of 1985, provide that a municipality or county in Tennessee may request payment for the unclaimed balance of funds reported and remitted by or on behalf of the local government and its agencies if it exceeds \$100, less a proportionate share of the cost of administering the program; and

WHEREAS, CHEATHAM COUNTY LEGISLATIVE BODY and /or its agencies have remitted unclaimed accounts to the State Treasurer in accordance with the Uniform Disposition of Unclaimed Property Act; and

WHEREAS, CHEATHAM COUNTY GOVERNMENT agrees to meet all of the requirements of Tennessee Code Annotated Section 66-29-101 et seq. and to accept liability for future claims against accounts represented in funds paid to it and to submit an annual report of claims received on these accounts to the State Treasurer by September 1 each year; and

WHEREAS, it is agreed that this local government will retain a sufficient amount to insure prompt payment of allowed claims without deduction for administrative costs or service charge and that the balance of funds will be deposited in this local government's general fund;

THEREFORE, BE IT RESOLVED that the CHEATHAM COUNTY LEGISLATIVE BODY of CHEATHAM COUNTY Tennessee request the State Treasurer to pay the unclaimed balance of funds to it in accordance with the provisions of Tennessee Code Annotated Section 66-29-121. A list of remittances made by or on behalf of the local government and its agencies is attached.

I hereby certify that this is a true and exact copy of the foregoing resolution which was approved and adopted at a meeting held on the 17th day of May, 2021, original which is on file in this office. I further certify that the Cheatham County Legislative Body consists of twelve members, and that eleven members voted in favor of the resolution.

(Signature)

Seal

Chairman, Cheatham County Commission
(Title)

RECORD: Approved by roll call vote 11 Yes 0 No 1 Absent

David Anderson	Yes	Donnie Jordan	Yes
Gary Binkley	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Absent
Chris Gilmore	Yes	Ed Greer	Yes
Connie Mayo	Yes	Randy Liles	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:

Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Teresa Gupton, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 21st day of May 2021.



Teresa Gupton, County Clerk

RESOLUTION: 17
RESOLUTION TITLE: Consent Calendar
DATE: May 17, 2021
MOTION BY: Mr. Gary Binkley
SECONDED BY: Ms. Diana Lovell

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17th day of May 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the following applicants for Notary Public are approved:

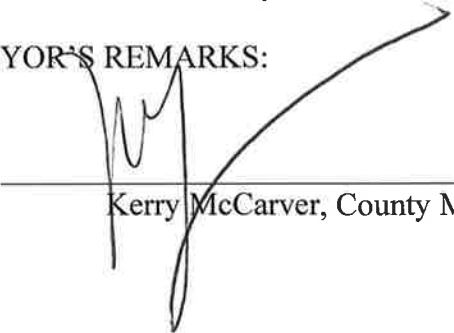
Notaries

<i>Michele L. Benck</i>	<i>Andrew M. Boggan</i>	<i>Dana Campbell</i>
<i>Kandi K. Floyd-Trice</i>	<i>Janet Butler Gigandet</i>	<i>Michael Gigandet</i>
<i>Amanda Keffer</i>	<i>Kelsey Lantrip</i>	<i>Leonard C. Lewis</i>
<i>Vivian Milom</i>	<i>Anna E. Rivera</i>	<i>Ynell R. Songstad</i>
<i>E. Susanne Taylor</i>	<i>Sean Waters</i>	

RECORD: Approved by voice vote 1 Absent.

David Anderson	Donnie Jordan
Gary Binkley	Walter Weakley
Ann Jarreau	Diana Pike Lovell
Tim Williamson	Eugene O. Evans, Sr. Absent
Chris Gilmore	Ed Greer
Connie Mayo	Randy Liles

CHEATHAM COUNTY MAYOR'S REMARKS:


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Teresa Gupton, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 21st day of May 2021.



Teresa Gupton, County Clerk



RESOLUTION: 18
RESOLUTION TITLE: Adjourn
DATE: May 17, 2021
MOTION BY: Mr. Gary Binkley
SECONDED BY: Mr. Walter Weakley

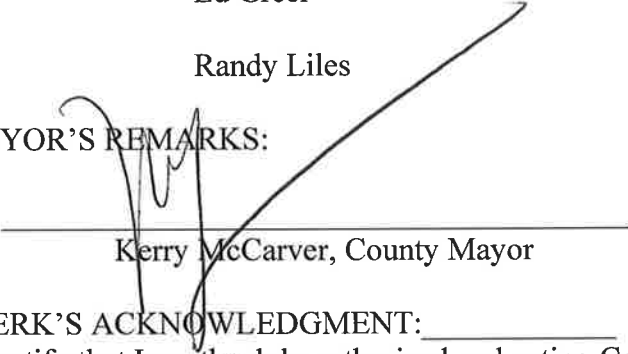
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17th day of May 2021 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, there being no further business to conduct the meeting is adjourned at 8:00 P.M.

RECORD: Approved by voice vote 1 Absent.

David Anderson	Donnie Jordan
Gary Binkley	Walter Weakley
Ann Jarreau	Diana Pike Lovell
Tim Williamson	Eugene O. Evans, Sr. Absent
Chris Gilmore	Ed Greer
Connie Mayo	Randy Liles

CHEATHAM COUNTY MAYOR'S REMARKS:


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT:

I, Teresa Gupton, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 21st day of May 2021.




Teresa Gupton, County Clerk