

MINUTES
CHEATHAM COUNTY LEGISLATIVE BODY
REGULAR SESSION
September 18, 2023

BE IT THEREFORE REMEMBERED, That the Cheatham County Legislative Body met in the General Sessions Courtroom, Ashland City, Tennessee, on September 18, 2023 in Regular Session. Chairman Mr. Tim Williamson and County Clerk Ms. Abby Short presided. County Mayor Mr. Kerry McCarver and County Attorney Mr. Michael Bligh attended.

COUNTY COMMISSIONERS

DAVID ANDERSON	BILL POWERS
CALTON BLACKER	WALTER WEAKLEY
ANN JARREAU	DIANA PIKE LOVELL
TIM WILLIAMSON	EUGENE O. EVANS, SR.
CHRIS GILMORE	JAMES HEDGEPATH
B.J. HUDSPETH	MIKE BREEDLOVE

PUBLIC FORUM: Chairman Mr. Tim Williamson opened Public Forum at 6:00 P.M.

Mr. Ronnie Barron, UT Extension Director, introduced the new 4H agent Mr. Amos Wilson and Family and Consumer Sciences agent Ms. Amber Work.

Ms. Margaret Brady, district 1, spoke in favor of the Justice Center project.

Mr. Kerry Roberts, State Senator, presented Mr. Mike Breedlove with a special recognition for his years of service in law enforcement.

Public Forum closed at 6:14 P.M

THE MEETING WAS CALLED TO ORDER by Sheriff Mr. Tim Binkley at 6:14 P.M

Invocation was offered by Mr. Ronnie Barron.

County Clerk Ms. Abby Short called the roll. There being Eleven Commissioners present, Chairman, Mr. Tim Williamson declared a Quorum. See Resolution 1.

David Anderson	Present	Bill Powers	Present
Calton Blacker	Present	Walter Weakley	Present
Ann Jarreau	Present	Diana Pike Lovell	Absent
Tim Williamson	Present	Eugene O. Evans, Sr.	Present
Chris Gilmore	Present	James Hedgepath	Present
B.J. Hudspeth	Present	Mike Breedlove	Present

County Clerk, Ms. Abby Short assumed the Chair.

County Clerk Ms. Abby Short asked for nominations for the purpose of electing a Chairperson for the Legislative Body from September 1, 2023 through August 31, 2024.

Motion was made by Mr. David Anderson, seconded by Mr. Calton Blacker to nominate Mr. Tim Williamson as Chairman of the County Legislative Body from September 1, 2023 through August 31, 2024.

Motion approved by acclamation 1 Absent. See Resolution 2.

Chairman Mr. Tim Williamson assumed the Chair.

Chairman Mr. Tim Williamson asked for nominations for the purpose of electing a Pro-Tem for the Legislative Body from September 1, 2023 through August 31, 2024.

Motion was made by Mr. Eugene O. Evans, Sr., seconded by Mr. David Anderson to nominate Mr. Walter Weakley as Chairman Pro Tem of the Cheatham County Legislative Body from September 1, 2023 through August 31, 2024.

Motion approved by acclamation 1 Absent. See Resolution 3.

Motion was made by Mr. Calton Blacker, seconded by Mr. B.J. Hudspeth to approve the September 18, 2023 Legislative Body Meeting Agenda.

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

Motion was made by Mr. David Anderson, seconded by Mr. Eugene O. Evans Sr. to approve the Minutes from the August 21, 2023 Regular Session Legislative Body Meeting.

Motion approved by voice vote 1 Absent. See Resolution 5.

NEW BUSINESS

Motion was made by Mr. James Hedgepath, seconded by Mr. Walter Weakley to request the school board to pass a policy that closes a particular school if a School Resource Officer is not present at that school.

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

David Anderson	No	Bill Powers	No
Calton Blacker	No	Walter Weakley	Yes
Ann Jarreau	No	Diana Pike Lovell	Absent
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	No	James Hedgepath	Yes
B.J. Hudspeth	No	Mike Breedlove	No

PUBLIC HEARING: Chairman Mr. Tim Williamson opened Public Hearing at 6:21 P.M

The following was advertised to be heard:

Tanya Strum requesting a zone change from E1 to C1 for Map 25, Parcel 2. Property is located on Hwy 49 East, in the 3rd Voting District and is not in a Special Flood Hazard Area.

Steven Hudson spoke in favor of the zone change request.

Public Hearing closed at 6:23 P.M

BUILDING DEPARTMENT: MR. FRANKLIN WILKINSON: Motion was made by Mr. Chris Gilmore, seconded by Mr. David Anderson to approve the Zone Change request for Tanya Strum from E1 to C1 for Map 25, Parcel 2. Property is located on Hwy 49 East, in the 3rd 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 6.

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Absent
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

DIRECTOR OF ACCOUNTS- MS. SANDRINE BATTS: Budget Committee recommended, motion was made by Mr. Bill Powers, seconded by Mr. Calton Blacker to approve the following Budget Amendment to the County General Fund:

<i>Budget Amendments - County General</i>	
<i>Ambulance/Emergency Medical Services</i>	<i>\$11,359.60</i>
<i>Rabies and Animal Control</i>	<i>\$ 690.00</i>
<i>Ambulance/Emergency Medical Services</i>	<i>\$ 810.00</i>
<i>County Trustee's Office</i>	<i>\$ 1,321.23</i>

*Budget Vote (9/11/2023): 4 Yes 0 No 1 Absent
Funding Source: Various*

Motion approved by roll call vote 10 Yes 0 No 1 Absent 1 Abstain. See Resolution 7.

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Absent
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Abstain	Mike Breedlove	Yes

Budget Committee recommended, motion was made by Mr. David Anderson, seconded by Mr. Eugene O. Evans, Sr. to approve the following Budget Amendment to the Central Cafeteria Fund:

Budget Amendments - Central Cafeteria (Schools)
Food Service \$125,000.00

School Board Vote (9/07/2023): 6 Yes 0 No 0 Absent
Budget Vote (9/11/2023): 4 Yes 0 No 1 Absent
Funding Source: Central Cafeteria Fund Balance

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

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Absent
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

Budget Committee recommended, motion was made by Mr. B.J. Hudspeth, seconded by Mr. Eugene O. Evans, Sr. to authorize the surplus of the following county assets to be disposed of, recycled, and/or receipt proceeds of sale to County General Fund: 101-44530 (Sale of Equipment)/ 101-44145 (Sale of Recycled Materials):

Department: South Cheatham Library

Item: Cannon Image Runner 280 Copier
 Serial Number: THK00853

Budget Vote (9/11/2023): 4 Yes 0 No 1 Absent
Funding Source: None

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

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Absent
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

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

- A.) Mayor's signature on Vendor Service Agreement between American Financial Credit Services and Cheatham County
- B.) Mayor's signature on Memorandum of Understanding between Bethel University and Cheatham County
- C.) Mayor's signature on Interlocal Agreement for Inspection Services for Pegram

- D.) Mayor's signature on Interlocal Agreement for Inspection Services for Kingston Springs
- E.) Mayor's signature on Highway Safety Grant for Network Coordinator (\$20,000)
- F.) Mayor's signature on Highway Safety Grant for Enforcement of TN Driving under the Influence Laws (\$65,000)
- G.) Mayor's signature on Ingram resolution for TDOT grant funding
- H.) Mayor's signature on Chamber lease agreement to move in with ECD at Sycamore Square
- I.) Vote for Pizza Hut giving the County \$25,000 to settle without restoring Sycamore Square space
- J.) Consideration of Memorandum of Understanding for Drug Court and drug testing

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

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Absent
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Abstain	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

County Mayor, Mr. Kerry McCarver presented, motion was made by Mr. Mike Breedlove, seconded by Mr. Bill Powers to approve the Municipal Advisory agreement on Jail financing.

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

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Absent
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	No
B.J. Hudspeth	Yes	Mike Breedlove	Yes

COUNTY ATTORNEY- MR. MICHAEL BLIGH: Mr. Glenn Moreland, Bell & Associates Construction LLC, gave a report on the cost of adding the buildout of courtrooms.

County Attorney, Mr. Michael Bligh presented, motion was made by Mr. Calton Blacker, seconded by Mr. Mike Breedlove to approve Guaranteed Price Maximum Amendment to the Construction Manager contract with Bell & Associates Construction, LLC to authorize the construction of the addition and renovation of the County Jail.

After discussion, motion was made by Mr. David Anderson, seconded by Mr. Chris Gilmore to amend the approval of Guaranteed Price Maximum Amendment to the Construction Manager contract with Bell & Associates Construction, LLC to authorize the construction of the addition and renovation of the County Jail by adding the buildout of courtrooms not to exceed 4 million dollars.

Motion approved by roll call vote 9 Yes 1 No 1 Absent 1 Abstain. See Resolution 12.

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Abstain	Diana Pike Lovell	Absent
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	No
B.J. Hudspeth	Yes	Mike Breedlove	Yes

Motion was made by Mr. Calton Blacker, seconded by Mr. Mike Breedlove to approve Guaranteed Price Maximum Amendment to the Construction Manager contract with Bell & Associates Construction, LLC to authorize the construction of the addition and renovation of the County Jail by adding the buildout of courtrooms not to exceed 4 million dollars as amended.

Motion approved by roll call vote 9 Yes 1 No 1 Absent 1 Abstain. See Resolution 13.

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Abstain	Diana Pike Lovell	Absent
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	No
B.J. Hudspeth	Yes	Mike Breedlove	Yes

OTHER COUNTY OFFICIALS

COUNTY TRUSTEE – MS. CINDY PERRY: Trustee’s report was included in the packet. Trustee’s letter of agreement is on file in the clerk’s office.

SHERIFF – MR. TIM BINKLEY: Sheriff’s report was included in the packet.

SCHOOL BOARD – DR. CATHY BECK: Dr. Cathy Beck thanked the Commission for their concerns with school safety. Dr. Cathy Beck announced that Cheatham County Central High School Band placed 1st in three categories and Harpeth High School Band placed 3rd during a band competition this past weekend.

COUNTY SERVICES

UT EXTENSION – MR. RONNIE BARRON: Mr. Ronnie Barron stated that they are excited about their new agents and having a full staff again. Ms. Sierra Knaus gave an update on 4-H programs.

VETERANS SERVICE – MR. LLOYD SHARP: Veterans Service report was included in the packet.

CHAMBER OF COMMERCE – MS. KELLY ELLIS: Ms. Kelly Ellis announced the Chamber of Commerce was awarded a grant for designing and creating new brochures and maps. Ms. Kelly Ellis invited everyone to attend the Industrial round table meeting October 26, 2023. Ms. Kelly Ellis stated the Chamber will have a board meeting to discuss a 5-year plan and budget.

STANDING COMMITTEES

EMERGENCY SERVICES: Mr. B.J. Hudspeth stated Emergency Services will meet September 27th at 6 P.M. in the David McCullough room.

CAPITAL IMPROVEMENTS: Capital Improvements recommended, motion was made by Mr. Calton Blacker, seconded by Mr. Eugene O. Evans, Sr. to approve the generator installation at Animal Control in the amount of \$16,000.00.

Motion approved by roll call vote 11 Yes 0 No 1 Absent. See Resolution 14.

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Absent
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CALENDAR, RULES AND NOMINATING: Calendar, Rules and Nominating committee recommended, motion was made by Mr. David Anderson, seconded by Mr. Chris Gilmore to recognize Samuel and Daniel Davis at the October commission meeting.

Motion approved by voice vote 1 Absent. See Resolution 15.

ROAD AND BRIDGE COMMITTEE: Motion was made by Mr. Walter Weakley, seconded by Mr. Eugene O. Evans, Sr. to collect \$3,250.00 from the Highway Departments operating budget to make up for failure to collect archive fees for driveway permits.

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

David Anderson	Yes	Bill Powers	No
Calton Blacker	No	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Absent
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	No	James Hedgepath	No
B.J. Hudspeth	No	Mike Breedlove	No

Motion was made by Mr. Walter Weakley, seconded by Mr. Calton Blacker for the Building and Codes department to collect a new \$20.00 driveway permit fee that will go to the Building and Codes department with the current \$5.00 Archive fee for a total of \$25.00 effective October 1, 2023.

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

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Absent
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CONSENT CALENDAR

Motion was made by Mr. Chris Gilmore, seconded by Mr. B.J. Hudspeth to approve the following consent Agenda:

Notaries

*Megan CE Broad
Grace Hamlett
Reina Isabel Rivera Perez
Dawn Walker*

*Ashlee Claus
Valerie Kemp
Julie D. Roche
Johnna Woody*

*Chris Fudge
Crystal M. Palmore
Janice S. Thomas*

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


ANNOUNCEMENTS AND STATEMENTS: Mr. David Anderson recognized everyone on the Jail Committee for all their hard work over the last 5 years.

Motion was made by Mr. Walter Weakley, seconded by Mr. Calton Blacker to adjourn at 7:27 P.M.

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



County Clerk



Legislative Body Chairman

RESOLUTION: 1
RESOLUTION TITLE: Quorum
DATE: September 18, 2023
MOTION BY:
SECONDED BY:
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18th day of September 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, There being Eleven Commissioners present a quorum is declared.

RECORD: Approved by roll call vote.

David Anderson	Present	Bill Powers	Present
Calton Blacker	Present	Walter Weakley	Present
Ann Jarreau	Present	Diana Pike Lovell	Absent
Tim Williamson	Present	Eugene O. Evans, Sr.	Present
Chris Gilmore	Present	James Hedgepath	Present
B.J. Hudspeth	Present	Mike Breedlove	Present

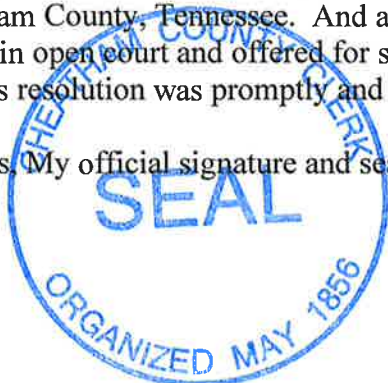
CHEATHAM COUNTY MAYOR'S REMARKS:


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, 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 22nd day of September 2023.




Abby Short, County Clerk

RESOLUTION: 2
RESOLUTION TITLE: To Elect Mr. Tim Williamson as Chairman Of The County Legislative Body
DATE: September 18, 2023
MOTION BY: Mr. David Anderson
SECONDED BY: Mr. Calton Blacker

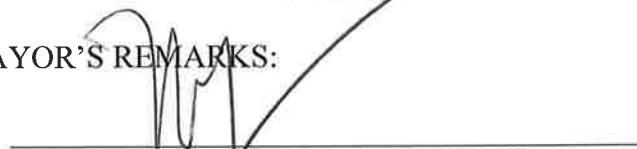
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18th day of September 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, Mr. Tim Williamson is elected Chairman of the Cheatham County Legislative Body from September 1, 2023 through August 31, 2024.

RECORD: Approved by acclamation 1 Absent.

David Anderson	Bill Powers
Calton Blacker	Walter Weakley
Ann Jarreau	Diana Pike Lovell Absent
Tim Williamson	Eugene O. Evans, Sr.
Chris Gilmore	James Hedgepath
B.J. Hudspeth	Mike Breedlove

CHEATHAM COUNTY MAYOR'S REMARKS:


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, 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 22nd day of September 2023.




Abby Short, County Clerk

RESOLUTION: 3
RESOLUTION TITLE: To Elect Mr. Walter Weakley As Chairman Pro Tem Of
The County Legislative Body
DATE: September 18, 2023
MOTION BY: Mr. Eugene O. Evans, Sr.
SECONDED BY: Mr. David Anderson

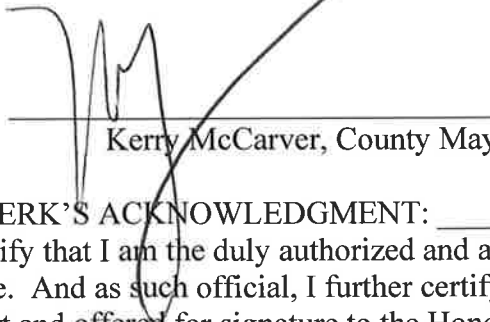
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18th day of September 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, Mr. Walter Weakley is elected Chairman Pro Tem from September 1, 2023 through August 31, 2024.

RECORD: Approved by acclamation 1 Absent.

David Anderson	Bill Powers
Calton Blacker	Walter Weakley
Ann Jarreau	Diana Pike Lovell Absent
Tim Williamson	Eugene O. Evans, Sr.
Chris Gilmore	James Hedgepath
B.J. Hudspeth	Mike Breedlove

COUNTY EXECUTIVE'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____
I, Abby Short, 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 David McCullough, 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 22nd day of September 2023.



Abby Short, County Clerk



RESOLUTION: 4
RESOLUTION TITLE: To Approve Agenda
DATE: September 18, 2023
MOTION BY: Mr. Calton Blacker
SECONDED BY: Mr. B.J. Hudspeth

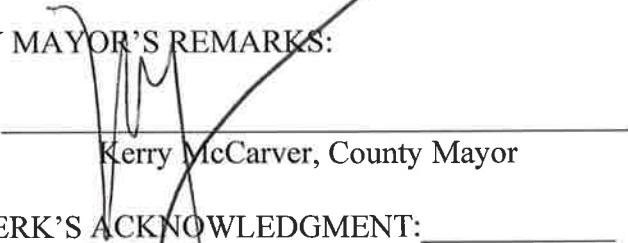
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18th day of September 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the agenda for the September 18th, 2023 Legislative Body meeting is approved.

RECORD: Approved by voice vote 1 Absent.

David Anderson	Bill Powers
Calton Blacker	Walter Weakley
Ann Jarreau	Diana Pike Lovell Absent
Tim Williamson	Eugene O. Evans, Sr.
Chris Gilmore	James Hedgepath
B.J. Hudspeth	Mike Breedlove

CHEATHAM COUNTY MAYOR'S REMARKS:

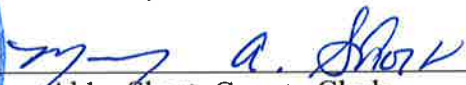

Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, 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 22nd day of September 2023.




Abby Short, County Clerk

RESOLUTION: 5
RESOLUTION TITLE: To Approve Minutes
DATE: September 18, 2023
MOTION BY: Mr. David Anderson
SECONDED BY: Mr. Eugene O. Evans, Sr.

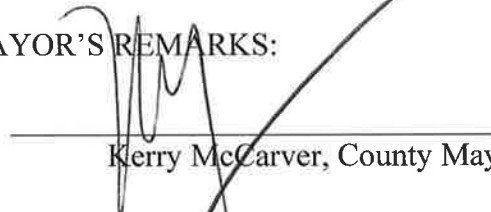
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18th day of September 2023, in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, The Minutes from the August 21, 2023 Regular Session Legislative Body Meetings are approved.

RECORD: Approved by voice vote 1 Absent.

David Anderson	Bill Powers
Calton Blacker	Walter Weakley
Ann Jarreau	Diana Pike Lovell Absent
Tim Williamson	Eugene O. Evans, Sr.
Chris Gilmore	James Hedgepath
B.J. Hudspeth	Mike Breedlove

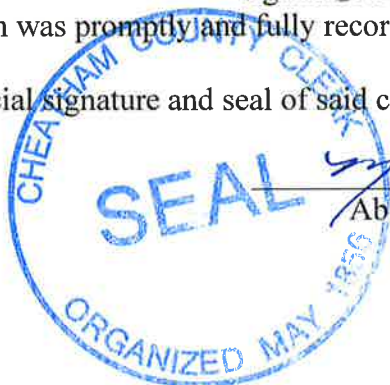
CHEATHAM COUNTY MAYOR'S REMARKS:


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, 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 22nd day of September 2023.




Abby Short, County Clerk

RESOLUTION: 6
RESOLUTION TITLE: To Approve A Zone Change Request For Tanya Strum From E1 To C1 For Map 25, Parcel 2
DATE: September 18, 2023
MOTION BY: Mr. Chris Gilmore
SECONDED BY: Mr. David Anderson


COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18th day of September 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the zone change request for Tanya Strum from E1 to C1 for Map 25, Parcel 2. Property is located on Hwy 49 East, in the 3rd 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	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Absent
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

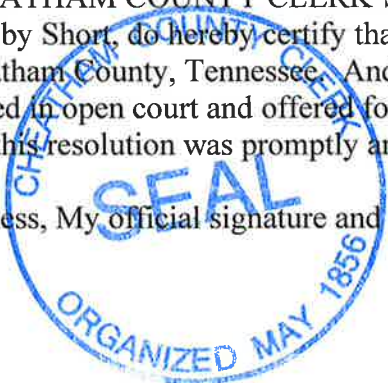
CHEATHAM COUNTY MAYOR'S REMARKS:

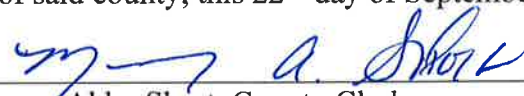

Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, 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 22nd day of September 2023.




Abby Short, County Clerk

RESOLUTION: 7

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

DATE: September 18, 2023

MOTION BY: Mr. Bill Powers

SECONDED BY: Mr. Calton Blacker

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18th day of September 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the County General Fund:

NOTE: The following amendments are to move funds from a reserve for purchases in the 2023-2024 fiscal year

Ambulance/Emergency Medical Services

101 – 34730 – 05	Assigned for Public Health and Welfare	\$11,359.60
101 – 55130 – 599 – 01	Other Charges	\$11,359.60

Transfer reserved funds from the State of Tennessee MCO (Managed Care Organization) Supplements Reserve to purchase 8 new intubation cameras

NOTE: Other amendments

Rabies and Animal Control

101 – 46930	Other Health and Welfare Grants	\$690.00
101 – 55120 – 401	Animal Food and Supplies	\$690.00

Transfer Bissell Pet Foundation Grant funds to the expenditure line to purchase animal supplies needed

Ambulance/Emergency Medical Services

101 – 43190 – EMS	Other General Service Charges	\$810.00
101 – 55130 – 164	Attendants	\$810.00

Transfer revenue collected for EMS service at the Riverbluff Triathlon to reimburse payroll expenses

County Trustee's Office

101 – 46990	Other State Revenues	\$1,321.23
101 – 52400 – 709	Data Processing Equipment	\$1,321.23

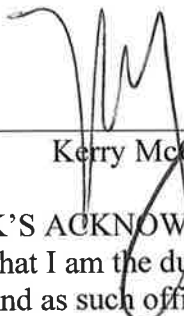
Transfer Unclaimed Property funds collected and due to the Trustee to purchase a currency scanner to count mixed currency and for counterfeit detection

*Budget Vote (9/11/2023): 4 Yes 0 No 1 Absent
Funding Source: Various*

RECORD: Approved by roll call vote 10 Yes 0 No 1 Absent 1 Abstain

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Absent
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Abstain	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, 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 22nd day of September 2023.





Abby Short, County Clerk

RESOLUTION: 8

RESOLUTION TITLE: To Authorize The Following Budget Amendments For The Central Cafeteria Fund

DATE: September 18, 2023

MOTION BY: Mr. David Anderson

SECONDED BY: Mr. Eugene O. Evans, Sr.

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18th day of September 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the Central Cafeteria Fund:

Food Service

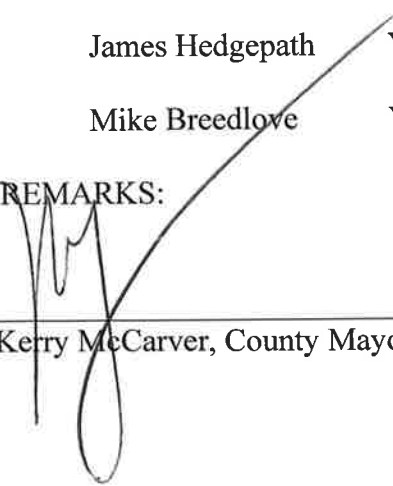
143 – 34570 Restricted for Operation of Non-instructional Services \$125,000.00
 143 – 73100 – 710 Food Service Equipment \$125,000.00
Transfer funds from Central Cafeteria fund balance for a holding cabinet at ACES and a walk-in freezer/cooler at SMS

*School Board Vote (9/07/2023): 6 Yes 0 No 0 Absent
 Budget Vote (9/11/2023): 4 Yes 0 No 1 Absent
 Funding Source: Central Cafeteria Fund Balance*

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

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Absent
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:



 Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, 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 22nd day of September 2023.



Abby Short, County Clerk



RESOLUTION: 9
RESOLUTION TITLE: To Authorize The Following Surplus Items For County General
DATE: September 18, 2023
MOTION BY: Mr. B.J. Hudspeth
SECONDED BY: Mr. Eugene O. Evans, Sr.

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18th day of September 2023 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, or sold and/or receipt proceeds of sale to the County General Fund: 101-44530 (Sale of Equipment)/101-44145 (Sale of Recycled Materials):

Department: South Cheatham Library

Items: Cannon Image Runner 280 Copier
Serial Numbers: THK00853

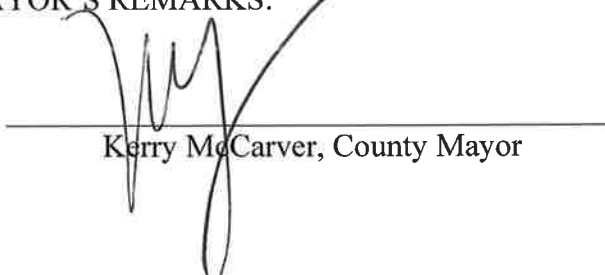
Item has reached end of life and parts are no longer available. Once approved for surplus, items will be disposed of and traded for a newer model.

Budget Vote (9/11/2023): 4 Yes 0 No 1 Absent
Funding Source: None

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

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Absent
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:

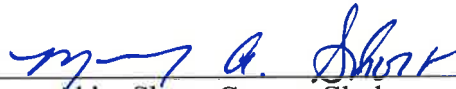


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, 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 22nd day of September 2023.



Abby Short, County Clerk



RESOLUTION: 10 (A)

RESOLUTION TITLE: To Approve Mayor's Signature On Vendor Service Agreement Between American Financial Credit Services And Cheatham County

DATE: September 18, 2023

MOTION BY: Mr. David Anderson

SECONDED BY: Mr. Calton Blacker

COMPLETED RESOLUTION:

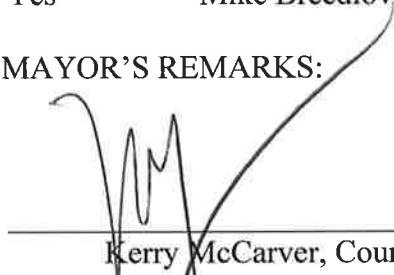
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18th day of September 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on Vendor Service Agreement between American Financial Credit Services and Cheatham County is approved.

A copy of the agreement is attached.

RECORD: Approved by roll call vote 10 Yes 0 No 1 Absent 1 Abstain

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Absent
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Abstain	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:




Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, 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 22nd day of September 2023.


Abby Short, County Clerk



VENDOR SERVICE AGREEMENT

This Vendor Service Agreement ("Agreement") by and between **Cheatham County** ("Client") at **354 Frey Street, Ashland City, TN 37015** and **American Financial Credit Services, Inc.** ("Agency") at **10333 N. Meridian Street Suite 270, Indianapolis, Indiana 46290** (hereinafter referred to as "Client" and "Agency", respectively).

WITNESSETH THAT:

WHEREAS, Agency, duly licensed and bonded in the state of Tennessee and provides delinquent tax skip tracing, billing and recovery services and Client wishes to engage a firm to furnish such services; and

WHEREAS, Tennessee Code Annotated § 12-3-1203(c) authorizes counties in Tennessee to purchase services under contracts or price agreements entered into by other local governmental units without additional competitive bidding; and

WHEREAS, Sumner County, Tennessee has conducted competitive bidding for collection services for delinquent personal property taxes and entered into a contract with Agency; and

WHEREAS, Cheatham County wishes to purchase Agency's services under the same terms as Agency's contract with Sumner County.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, the parties agree as follows:

1. Client shall refer to Agency with those delinquent personal property tax accounts, which Client desires Agency to skip trace, bill and recover. Agency shall work those accounts, utilizing acceptable methods and procedures in a professional and ethical manner, in accordance with all federal and state laws.
2. To the extent permitted by law, Client agrees to supply Agency with the following information on each account referred via a medium agreed upon by the parties:
 - A. All necessary biographical and billing information in its possession.
 - B. Accurate balance due information.
 - C. Any other pertinent information or documents upon which the parties shall agree in writing.
3. Agency shall provide Client with notification of all Client accounts on which it requests approval prior to filing a writ of execution to seize taxpayer assets or proceedings supplemental when freezing taxpayer bank accounts. Subject to Client's approval, Client may also be requested to file a restraining order to cease taxpayer company operations when necessary to inventory assets prior to auction.
Notwithstanding any other provision of this Agreement, Agency will not take any action required to seize taxpayer assets without the express written approval of the Client.
4. Agency will not settle or compromise any account referred to Agency unless authorized by Client or Client's Designee in writing.

5. Client does authorize Agency to endorse Client's name on payments received by Agency for deposit only. Client agrees to regularly communicate with Agency regarding all payments received by Client and applied to taxpayer accounts.
6. Monies received by Agency for a taxpayer billing creating a credit will be refunded within ten (10) working days by the Agency to the taxpayer. All credit balances and subsequent debit adjustments due to refund will appear on the affected taxpayer account.
7. Client will not be billed for costs advanced by Agency toward the skip tracing and billing of any account placed with Agency.
8. Client may recall any referred account at any time and Agency shall return all files and documents, which Client has referred to Agency, less any copies which Agency needs to retain for its own records. However, Agency shall be entitled to the fees allowed under this Agreement (see Addendum A) for all payments on Agency fees received by Client as a result of payment arrangements originated by the Agency prior to recall of a referred account.
9. Agency agrees to provide to the Client, or his designee, by the tenth (10th) business day of each month an accounting for the previous month's activities, including a breakdown of receivables, cancellations, and liquidation percentage by placement month. Agency will also submit a monthly report, which summarizes Client account status changes and will submit to the Client a cross-reference listing that identifies status codes and their descriptions.
10. Agency will directly deposit all funds collected by the Agency on a monthly basis to the Client owned bank account of their choice as agreed upon by the Client. Agency will utilize a "net remittance" method as agreed upon by the Client. When the Client receives funds directly from taxpayers on accounts placed with Agency, Client will notify Agency in a timely manner of all funds received by Client. When Client receives payment of Agency fees, Client agrees to pay Agency fees herein agreed upon within twenty (20) days from the receipt of the Agency's monthly statement.
11. All money recovered on a referred account shall be applied in the following order:
 - A. Towards satisfaction of principal; and then
 - B. Agency fees.

Note: If a taxpayer makes a partial payment, establishes a monthly payment arrangement with Agency, or only pays principal to Client in an attempt to avoid paying Agency fees: a portion of the taxpayer payment equivalent to the fee percentage will be applied to the fee. If a payment arrangement is established the portion of the taxpayer payment applied to the fee is used to cover the cost associated with monitoring the arrangement. Agency will continue collections on any remaining balances due until the account is paid in full.

12. Agency will handle all communications regarding the accounts referred from Client and will not refer any party back to the Client unless instructed to do so by the Client. Agency requests for information (tax verifications, "paid prior" investigation and disputes) will be submitted in writing to the Client. Agency requests which have not

been satisfied within thirty-days (30) will be brought to the attention of the Client, or designee, for appropriate resolution.

13. Unless otherwise notified in writing, Client designates the **Cheatham County Trustee** as the County's contact and/or designee to discuss any account referred by Client.
14. As stated, this Agreement shall be effective upon the execution of the same by all parties and remain in effect for one (1) year unless otherwise terminated by either party as provided in this Agreement. This Agreement shall automatically renew for successive one (1) year terms unless Client provides written notice of nonrenewal at least thirty (30) days prior to the end of the then current term provided however the total term of the Agreement shall not exceed five (5) years. This Agreement shall automatically terminate in the event the authorization for Client to retain Agency currently codified at Tennessee Code Annotated § 67-5-2004(b) lapses or is repealed.
15. Either party may terminate this Agreement upon providing thirty (30) days' prior written notice to the other party; unless Agency or Client violates this agreement, federal or state laws regulating this agreement, or is found to be operating illegally in which case this agreement will terminate immediately.
16. In the event that either party terminates this Agreement and/or Client recalls accounts previously placed with Agency, Agency shall, at no cost to the Client, cease activity on said recalled accounts and return said recalled accounts to Client utilizing an updated status report on all accounts. Said report will include taxpayers name, client reference number, updated balance due and most recent status code.
17. During the term of this Agreement and for a period of twelve (12) months after the termination of the Agreement, Client or its designee shall have the right upon reasonable notice to inspect and audit the books and records of Agency for the purpose of assuring Agency's compliance with the provisions of the Agreement. Agency shall cooperate in any such inspection or audit.
18. Agency agrees to comply with Client policy(ies) and all State and Federal statutes and regulations concerning the confidentiality of any taxpayer's records or information, which may be provided to the Agency pursuant to this Agreement. Agency further agrees to indemnify, defend and hold Client harmless from liability as a result of Agency's actions pertaining to or as a result of this Agreement, including, but not limited to the improper disclosure of taxpayer information by Agency and/or Agency's directors, officers, employees, agents, designees, and/or subcontractors.
19. Agency shall protect, defend, indemnify and hold harmless the Client from and against all claims, losses, demands, damages and causes of action (including reasonable attorney fees) arising or in any way resulting from the willful or negligent acts or omissions of the Agency and its directors, officers, employees, agents, designees, and/or subcontractors.
20. Agency represents and warrants that:
 - A. Agency is a corporation and duly organized in Indiana and authorized to do business in Tennessee, validly existing, and in good standing under the laws of the State of Indiana and Tennessee;

- B. Agency has all the required authority to conduct its business as such business is now being conducted and to execute, deliver, and perform this Agreement; and
- C. This Agreement constitutes the valid, binding, and enforceable obligation of Agency and the execution and delivery of this Agreement by Agency and the consummation of the transactions contemplated hereby have been duly authorized by the requisite vote or consent of the Board of Directors and Shareholders of Agency, and such execution and delivery do not require the consent, approval, or authorization of any other person, public authority, or other entity.

21. This Agreement contains the complete and final agreement between the parties with respect to its subject matter and supercedes all prior arrangements and understandings, oral and written, between the parties.

22. The Agreement construed in accordance with the laws of the State of Tennessee and shall be binding upon and insure to the benefit of both parties and their successors and permitted assigns. This Agreement may be amended or modified only by written instrument signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Vendor Service Agreement as of the date(s) set forth below.

American Financial Credit Services, Inc.

By: 
Noel Williams, Vice President

Dated this 17th day of August / 2023
Month Year

Cheatham County

By: _____
Kerry McCarver, Cheatham County Mayor

Dated this ____ day of _____ / _____
Month Year

Cheatham County

By:

Cindy Perry, Cheatham County Trustee

Dated this ____ day of _____ / _____
Month Year

**ADDENDUM A
SERVICES AND OBLIGATIONS**

Client agrees to utilize the Vendor Service Agreement.

Agency Fees for Skip Tracing, Billing and Recovery Services:

Delinquent Personal Property Tax Placements Fee

Initial Fee: 20% added to total balance on all delinquencies at time of placement for a period of sixty (60) days, paid by taxpayer.

Standard Fee: The Initial Fee will be adjusted to 25% on all placements remaining unpaid past sixty (60) days from the original placement date, paid by taxpayer.

Agency will directly deposit all funds collected by the Agency on a monthly basis to the Client owned bank account of their choice as agreed upon by the Client. Agency will utilize a "net remittance" method as agreed upon by the Client. When the Client receives funds directly from taxpayers on accounts placed with Agency, Client will notify Agency in a timely manner of all funds received by Client. When Client receives payment of Agency fees, Client agrees to pay Agency fees herein agreed upon within twenty (20) days from the receipt of the Agency's monthly statement.

RESOLUTION: 10 (B)

RESOLUTION TITLE: To Approve Mayor's Signature On Memorandum Of Understanding Between Bethel University And Cheatham County

DATE: September 18, 2023

MOTION BY: Mr. David Anderson

SECONDED BY: Mr. Calton Blacker

COMPLETED RESOLUTION:

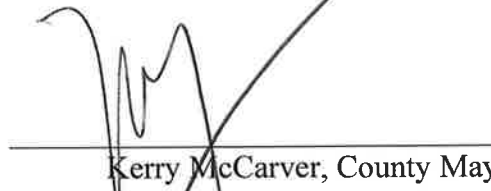
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18th day of September 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on Memorandum of Understanding between Bethel University and Cheatham County is approved.

A copy of the agreement is attached.

RECORD: Approved by roll call vote 10 Yes 0 No 1 Absent 1 Abstain

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Absent
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Abstain	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, 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 22nd day of September 2023.



Abby Short, County Clerk



Memorandum of Understanding

Partner Organization Name (ABC) agrees to enter into this Education Partnership Agreement with Bethel University, on Month, XX, 20XX.

This Partnership Agreement is based on the following provisions:

1. Bethel University will extend a reduced tuition rate to ABC employees enrolling in Bethel's online degree programs provided that the employees meet the admissions requirements for the program in which the employee wishes to enroll*. The published tuition rate shall be exclusive of any other discounts (military or first-responder) offered by the university. The published tuition rate for 2023-2024 will be:
 - a. \$290 per credit hour for undergraduate degrees. (Standard Rate \$350);
 - b. \$473 for graduate criminal justice tuition (Standard rate \$525); and
 - c. \$568 for graduate business tuition (Standard rate \$631).
2. With this agreement, Bethel University will extend the standard benefit of a waived application fee to ABC employees applying to one of Bethel's online degree programs.
3. Bethel University will collaborate with ABC in the creation and distribution of information on educational benefits and degree program options.
4. Materials and activities will include, but are not limited to:
 - a. Bethel University website landing page/link. Education partners are under no obligation to change or alter their website.
 - b. Emails to employees describing the program with links to relevant website content
 - c. Scheduled opportunities for interested individuals to speak with a University enrollment counselor.
 - d. Other mutually agreed upon promotional material may include webinars, newsletter information, brochures, posters etc.
5. ABC and BU are both free to withdraw from this Partnership Agreement at any time on their own without penalty or risk. In such event, any ABC employees currently enrolled in a Bethel University online degree program will continue to receive the agreed upon tuition rates until the end of their enrollment.

ABC Company/Agency:

Bethel University:

Signature

Name

Title

Date

Signature

Dr. Wayne Scott

Executive Vice President

Date

RESOLUTION: 10 (C)

RESOLUTION TITLE: To Approve Mayor's Signature On Interlocal Agreement For Inspection Services For Pegram

DATE: September 18, 2023

MOTION BY: Mr. David Anderson

SECONDED BY: Mr. Calton Blacker

COMPLETED RESOLUTION:

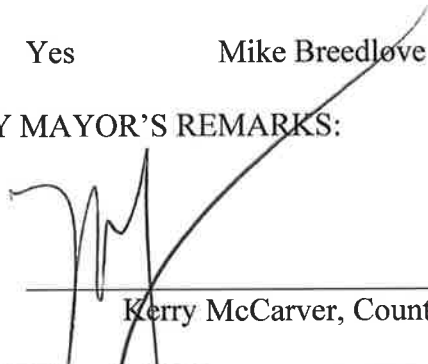
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18th day of September 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on Interlocal Agreement for Inspection Services for Pegram is approved.

A copy of the agreement is attached.

RECORD: Approved by roll call vote 10 Yes 0 No 1 Absent 1 Abstain

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Absent
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Abstain	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, 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 22nd day of September 2023.



Abby Short, County Clerk



Interlocal Agreement for Inspection Services

Whereas counties and municipalities are authorized to enter into agreements to conduct, operate or maintain desirable and necessary services or functions pursuant to Tennessee Code Annotated 5-1-113 and to perform any governmental service, activity or undertaking that such entities are authorized by law to perform pursuant to Tennessee Code Annotated 12-9-108; and

Whereas Cheatham County has been providing building inspection services to certain of the municipalities located within Cheatham County pursuant to Resolution No. 7 adopted March 21, 2005 by the Cheatham County Commission; and

Whereas Cheatham County and such municipalities wish to replace and supersede the terms of the agreement specified in such Resolution No. 7.

NOW THEREFORE, the parties agree as follows:

1. Cheatham County agrees to provide building inspection services to Participating Municipalities as set forth herein. Cheatham County's provision of these services shall be administered through the office of the Building Commissioner and the Participating Municipalities use of these services shall be administered by the office or individual designated by the Participating Municipality.
2. Each Participating Municipality shall pay the fees for inspection services as set forth in Exhibit A. Cheatham County shall invoice each Participating Municipality monthly and each Participating Municipality shall remit payment within thirty (30) days.
3. Inspectors provided by Cheatham County shall be properly qualified to provide such inspections and comply with training and certification requirements of state law.
4. The Participating Municipality shall specify to Cheatham County the applicable buildings codes it has adopted, including any exceptions or deviations from the standard codes prepared by technical trade associations or model code organization, and update such codes as required by law.

5. The Participating Municipality shall promptly inform the Building Commissioner of any changes to the applicable building codes, including the adoption of updated versions and deviations from the standard codes.
6. The inspection services provided pursuant to this Agreement shall consist solely of inspections to determine compliance with applicable building codes. The inspection services will not include determination of compliance with zoning regulations, planning regulations, flood damage prevention regulations or property standards applicable to existing buildings.
7. Nothing in this Agreement shall be construed to mean that any employee of Cheatham County is an officer or employee of any Participating Municipality.
8. The inspection services provided by Cheatham County will not include any discretionary functions or any exercise of the authority of any office of the Participating Municipality established under state or local law or under the applicable building codes.
9. The inspection services will not include any enforcement of violations of the applicable building codes or the administration of zoning or planning regulations.
10. The results of each completed inspection shall be documented in a mutually agreed manner and promptly provided to the Participating Municipality.
11. All permits shall be issued directly by the Participating Municipality and Cheatham County will not issue permits on behalf of the Participating Municipality.
12. Cheatham County will endeavor to perform requested inspections on the next business day following receipt of the inspection request subject to the Building Commissioner's obligations to Cheatham County and the availability of access to the premises to be inspected. Requests for inspections must be made by the individuals designated by the Participating Municipality and Cheatham County will have no obligation to respond to inspection requests received from other parties.

Exhibit A

<u>Service</u>	<u>Fee</u>
Inspection Fee (per inspection)	\$160.00
Additional Inspections Fee (same day, same Participating Municipality)	\$140.00
Inspection Support Fee (telephone calls, emails, meetings, etc. in excess of 15 minutes)	\$40 per hour billed in .25 hour increments
Monthly Administration Fee	\$50

13. Either party may terminate this Agreement upon not less than thirty (30) days' notice.

14. This Agreement shall not be effective until approved by the governing body of Cheatham County and the applicable Participating Municipality.

15. This Agreement shall be effective August 1, 2023 and continue until terminated as specified herein.

CHEATHAM COUNTY

PARTICIPATING MUNICIPALITY

Title: County Mayor

Title: *Town of Fernow Mayor*

Date:

Date: *9/1/23*

Building Commissioner

Building Official

Date:

Date:

RESOLUTION: 10 (D)

RESOLUTION TITLE: To Approve Mayor's Signature On Interlocal Agreement For Inspection Services For Kingston Springs

DATE: September 18, 2023

MOTION BY: Mr. David Anderson

SECONDED BY: Mr. Calton Blacker

COMPLETED RESOLUTION:

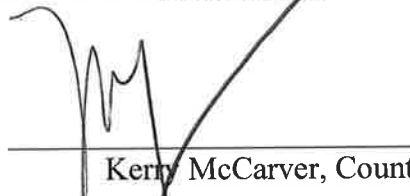
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18th day of September 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on Interlocal Agreement for Inspection Services for Kingston Springs is approved.

A copy of the agreement is attached.

RECORD: Approved by roll call vote 10 Yes 0 No 1 Absent 1 Abstain

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Absent
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Abstain	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:



 Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, 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 22nd day of September 2023.



Abby Short
Abby Short, County Clerk

Interlocal Agreement for Inspection Services

Whereas counties and municipalities are authorized to enter into agreements to conduct, operate or maintain desirable and necessary services or functions pursuant to Tennessee Code Annotated 5-1-113 and to perform any governmental service, activity or undertaking that such entities are authorized by law to perform pursuant to Tennessee Code Annotated 12-9-108; and

Whereas Cheatham County has been providing building inspection services to certain of the municipalities located within Cheatham County pursuant to Resolution No. 7 adopted March 21, 2005 by the Cheatham County Commission; and

Whereas Cheatham County and such municipalities wish to replace and supersede the terms of the agreement specified in such Resolution No. 7.

NOW THEREFORE, the parties agree as follows:

1. Cheatham County agrees to provide building inspection services to Participating Municipalities as set forth herein. Cheatham County's provision of these services shall be administered through the office of the Building Commissioner and the Participating Municipalities use of these services shall be administered by the office or individual designated by the Participating Municipality.
2. Each Participating Municipality shall pay the fees for inspection services as set forth in Exhibit A. Cheatham County shall invoice each Participating Municipality monthly and each Participating Municipality shall remit payment within thirty (30) days.
3. Inspectors provided by Cheatham County shall be properly qualified to provide such inspections and comply with training and certification requirements of state law.
4. The Participating Municipality shall specify to Cheatham County the applicable buildings codes it has adopted, including any exceptions or deviations from the standard codes prepared by technical trade associations or model code organization, and update such codes as required by law.

5. The Participating Municipality shall promptly inform the Building Commissioner of any changes to the applicable building codes, including the adoption of updated versions and deviations from the standard codes.
6. The inspection services provided pursuant to this Agreement shall consist solely of inspections to determine compliance with applicable building codes. The inspection services will not include determination of compliance with zoning regulations, planning regulations, flood damage prevention regulations or property standards applicable to existing buildings.
7. Nothing in this Agreement shall be construed to mean that any employee of Cheatham County is an officer or employee of any Participating Municipality.
8. The inspection services provided by Cheatham County will not include any discretionary functions or any exercise of the authority of any office of the Participating Municipality established under state or local law or under the applicable building codes.
9. The inspection services will not include any enforcement of violations of the applicable building codes or the administration of zoning or planning regulations.
10. The results of each completed inspection shall be documented in a mutually agreed manner and promptly provided to the Participating Municipality.
11. All permits shall be issued directly by the Participating Municipality and Cheatham County will not issue permits on behalf of the Participating Municipality.
12. Cheatham County will endeavor to perform requested inspections on the next business day following receipt of the inspection request subject to the Building Commissioner's obligations to Cheatham County and the availability of access to the premises to be inspected. Requests for inspections must be made by the individuals designated by the Participating Municipality and Cheatham County will have no obligation to respond to inspection requests received from other parties.

13. Either party may terminate this Agreement upon not less than thirty (30) days' notice.
14. This Agreement shall not be effective until approved by the governing body of Cheatham County and the applicable Participating Municipality.
15. This Agreement shall be effective August 1, 2023 and continue until terminated as specified herein.

CHEATHAM COUNTY

PARTICIPATING MUNICIPALITY

Francis A. Gross III

Title: County Mayor

Title: Kingston Springs Mayor

Date:

Date: 08/16/23

Building Commissioner

Building Official

Date:

Date:

Exhibit A

<u>Service</u>	<u>Fee</u>
Inspection Fee (per inspection)	\$160.00
Additional Inspections Fee (same day, same Participating Municipality)	\$140.00
Inspection Support Fee (telephone calls, emails, meetings, etc. in excess of 15 minutes)	\$40 per hour billed in .25 hour increments
Monthly Administration Fee	\$50

RESOLUTION: 10 (E)

RESOLUTION TITLE: To Approve Mayor's Signature On Highway Safety Grant For Network Coordinator

DATE: September 18, 2023

MOTION BY: Mr. David Anderson

SECONDED BY: Mr. Calton Blacker

COMPLETED RESOLUTION:

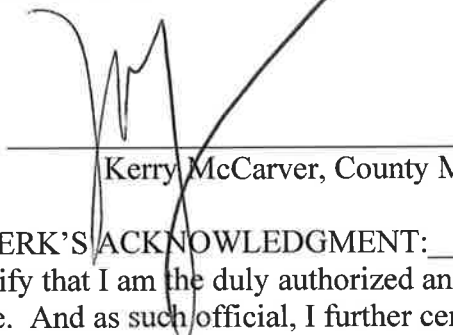
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18th day of September 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on Highway Safety Grant for Network Coordinator is approved.

A copy of the contract is attached.

RECORD: Approved by roll call vote 10 Yes 0 No 1 Absent 1 Abstain

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Absent
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Abstain	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:



 Kerry McCarver, County Mayor


CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, 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 22nd day of September 2023.


Abby Short, County Clerk



 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date October 1, 2023		End Date September 30, 2024		Agency Tracking # Z24THS047	Edison ID 78563 (PT)
Grantee Legal Entity Name Cheatham County Sheriff's Office					Edison Vendor ID 19
Subrecipient or Recipient <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		Assistance Listing Number - 20.600			
		Grantee's fiscal year end - June 30			
Service Caption (one line only) Network Coordinator					
Funding					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2024		\$20,000.00			\$20,000.00
TOTAL:		\$20,000.00			\$20,000.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection		Grants will be awarded based on the highest scores, data, and funding availability. Law enforcement grants will be awarded based on data provided by the Department of Safety and Homeland Security's Tennessee Integrated Traffic Analysis Network (TITAN) business unit. Data is imported into a funding allocation tool which places a dollar amount per county based on the data provided by TITAN.			
<input type="checkbox"/> Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				CPO USE - GG	
Speed Chart (optional)		Account Code (optional) 71301000			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF SAFETY AND HOMELAND SECURITY
AND
Cheatham County Sheriff's Office**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Safety and Homeland Security, hereinafter referred to as the "State" or the "Grantor State Agency" and Cheatham County Sheriff's Office, hereinafter referred to as the "Grantee," is for the provision of implementing a highway safety grant, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 19

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall undertake Police Traffic Services Highway Safety Project(s) as defined in the Tennessee Highway Safety Plan and may include the following: participation in law enforcement activities to reduce speeding, aggressive driving, driving under the influence, and non-seat belt usage for children and passengers, as well as, activities to promote high visibility highway safety campaigns; provide training to increase skills and knowledge including but not limited to: Standardized Field Sobriety Testing (SFST), Traffic Stops, Radar Training, Officer Spanish Communication; education and networking opportunities for law enforcement officials and other community stakeholders will be provided.
- A.3. General Grant Requirements. The Grantee shall prepare and submit to the State claims and status reports at a minimum of quarterly on the form specified by the State, for the quarters of the Federal Fiscal Year ending December 31, March 31, June 30, and September 30. All claims and status reports are due in the State office no later than the first (1st) of the second month following the end of the covered reporting period as shown below:

Monthly Claims and Status Reports	
Reporting Period	Due Date
October	December 1st
November	January 1st
December	February 1st
January	March 1st
February	April 1st
March	May 1st
April	June 1st
May	July 1st
June	August 1st
July	September 1st
August	October 1st
September	November 1st

Quarterly Claims and Status Reports	
Reporting Period	Due Date
October 1 through December 31	February 1st
January 1 through March 31	May 1st
April 1 through June 30	August 1st
July 1 through September 30	November 1st

The Grantee agrees:

- a. To prepare and submit to the State a final report for each grant, on the form specified by the State, thirty (30) days following the final quarter.
- b. That all manufactured products used in implementing the project which is funded under this Grant Contract are produced in the United States, in accordance with Section 165 of the Surface Transportation Act of 1982 (Pub.L. 97-424; 96 Stat. 2097), unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this requirement.
- c. To comply with the Buy America requirement (23 U.S.C. § 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five percent (25%). In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.
- d. To comply with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- e. To not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
- f. That it is encouraged to adopt and enforce, in accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. Information and resources on traffic safety programs and policies for employers, including information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives, are available from the Network of Employers for Traffic Safety (NETS®, <https://trafficsafety.org/>), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. Information on statistics, campaigns, and program evaluations and references are available through NHTSA (www.nhtsa.gov).
- g. That it is encouraged to adopt and enforce, in accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including

policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

- h. That, to receive funds under this Grant Contract, it has an acceptable financial management system pursuant to 49 CFR § 18.20.
- i. To identify, report, and use any Program Income generated from grant funds as defined in 23 CFR Part 1200.34.
- j. That, to receive funds under this Grant Contract, it has an acceptable procurement system pursuant to 49 CFR § 18.36.
- k. To assist the State in meeting the requirements of subrecipient monitoring and to permit the State and the U.S. Department of Transportation to inspect the Grantee's records as deemed necessary for grant monitoring purposes. The Grantee shall be aware that subrecipient monitoring is not the same as program monitoring and is conducted independently, although some Grantee activities may be monitored by both State program personnel and State subrecipient monitoring personnel. One aspect of the Grantee's assistance shall be that the Grantee have a written policy, and submit it to the State upon request, that clearly explains how the Grantee meets the U.S. Department of Labor's Fair Labor Standards Act's requirements for hours of work and overtime pay (see <https://www.dol.gov/agencies/whd/flsa>).
- l. That facilities and equipment acquired under this Grant Contract for use in the highway safety program shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of the Grantee, may cause the same to be used and kept in operation for highway safety purposes.
- m. That, when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing the project funded in whole or in part with federal funds, such documents clearly state: 1) the percentage of the total cost of the project which will be financed with federal funds, and 2) the dollar amount of federal funds for the project.
- n. All law enforcement grantees must submit campaign data into the State's Tennessee Highway Safety Office ("THSO") website within two (2) weeks following conclusion of a National Highway Transportation Safety Administration ("NHTSA") campaign.

A.4. Drug-Free Workplace. The Grantee further agrees:

- a. To notify each employee engaged in the performance of this Grant Contract and to notify each such employee that as a condition of employment, he or she will abide by the terms of the Drug-Free Workplace Statement and notify his or her employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. Notification by Grantee to employee shall take place by delivering a copy of the Drug-Free Workplace Guidelines established by the Tennessee Department of Human Resources to each employee.
- b. That, upon notification from an employee of any criminal drug statute conviction, the Grantee shall notify the State within ten (10) days after receiving notice from an employee of any criminal drug statute conviction.

- c. To take the following two (2) actions, within thirty (30) days of receiving notice from an employee of any criminal drug statute conviction, as provided in the second preceding paragraph:
- (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employees to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- d. To make a good faith effort to continue to maintain a drug free workplace through implementation of the subject matter of the three (3) preceding paragraphs.
- A.5. Interacting with individuals under eighteen (18) years of age. This provision shall only apply if it is indicated that a purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of individuals under eighteen (18) years of age ("Participating Minors"). If the purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of Participating Minors, the Grantee, and any Subgrantee, shall make determinations of suitability for interacting with Participating Minors as set forth in federal guidelines. This determination of suitability must be made before individuals, regardless of employment status with the Grantee or Subgrantee, may interact with Participating Minors.
- A.6. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. This Grant Contract document with any attachments.
 - b. The Tennessee Highway Safety Office Grants Management Manual located at <http://tntrafficsafety.org/grant-management-manual>.
 - c. The Grantee's application as marked "Grant Awarded" in TN Grants located at www.THSOGrants.org.
- A.7. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment Two, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on October 01, 2023 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Safety and Homeland Security
 Tennessee Highway Safety Office
 Tennessee Tower, 25th Floor
 312 Rosa L. Parks Avenue
 Nashville, TN 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Tennessee Department of Safety and Homeland Security, Tennessee Highway Safety Office.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget

and any other provision of this Grant Contract relating to allowable reimbursements.

- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this Section C.5.

- C.6. Budget Line-item. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the Section C., payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be

construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair

compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Clyde "Buddy" Lewis, Director
Tennessee Department of Safety and Homeland Security
Tennessee Highway Safety Office

Tennessee Tower, 25th Floor
 312 Rosa L. Parks Avenue
 Nashville, Tennessee 37243
 Telephone #: (615) 741-2589

The Grantee:

Chris Gilmore, Lieutenant
 Cheatham County Sheriff's Office
 264 S. Main St.
 Ashland City, Tennessee 37015
 chris.gilmore@cheathamcountyttn.gov
 Telephone # (615) 792-2041
 FAX # (615) 792-1040

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

- c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).
When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

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

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

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 through 67-6-608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal

offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in subsection b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

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

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. [This provision only applies if the Maximum Liability in Section C.1. is \$30,000.00 or more]

Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

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

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

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

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.

- d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: <https://www.gsa.gov>.

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

IN WITNESS WHEREOF,

Cheatham County Sheriff's Office:

GRANTEE SIGNATURE **DATE**

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF SAFETY AND HOMELAND SECURITY:

JEFF LONG, COMMISSIONER **DATE**

ATTACHMENT TWO

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	Cheatham County Sheriff's Office
Subrecipient's Unique Entity Identifier (SAM)	R35JL41JMEM5
Federal Award Identification Number (FAIN)	69A37523300004020TN0
Federal award date	10/01/2023
Subaward Period of Performance Start and End Date	10/01/2023 - 09/30/2024
Subaward Budget Period Start and End Date	10/01/2023 - 09/30/2024
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	20.600, State and Community Highway Safety
Grant contract's begin date	10/01/2023
Grant contract's end date	09/30/2024
Amount of federal funds obligated by this grant contract	\$20,000.00
Total amount of federal funds obligated to the subrecipient	\$20,000.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$7,971,702.69
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	State and Community Highway Safety
Name of federal awarding agency	National Highway Traffic Safety Administration (NHTSA)
Name and contact information for the federal awarding official	Atlanta Federal Center 61 Forsyth Street, SW Atlanta, GA 30303 Phone: (404) 562-3739 Fax: (404) 562-3763 E-mail: Region4@dot.gov
Name of pass-through entity	Tennessee Department of Safety and Homeland Security, Tennessee Highway Safety Office
Name and contact information for the pass-through entity awarding official	Buddy Lewis, Director Tennessee Highway Safety Office Tennessee Tower, 25th Floor 312 Rosa L. Parks Avenue Nashville, TN 37243 Telephone #: (615) 741-2589
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	0%

GRANT BUDGET	
Agency Name: Cheatham County Sheriff's Office	
Project Title: Network Coordinator	
The grant budget line-item amounts below shall be applicable only to expense incurred during the following	
Applicable Period: BEGIN: 10/01/2023 END: 09/30/2024	

POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1 & 2	Salaries, Benefits & Taxes	\$9,000.00	\$0.00	\$9,000.00
4, 15	Professional Fee, Grant & Award ²	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$7,000.00	\$0.00	\$7,000.00
11, 12	Travel, Conferences & Meetings	\$4,000.00	\$0.00	\$4,000.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$20,000.00	\$0.00	\$20,000.00

1. Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, Uniform Reporting Requirements and Cost Allocation Plans for Sub-recipients of Federal and State Grant Monies, Appendix A. (posted on the Internet at: https://www.tn.gov/content/dam/tn/finance/documents/fa_policies/policy3.pdf).
2. Applicable detail follows this page if line-item is funded.



September 07, 2023

Re: Tennessee Highway Safety Office FFY 2024 Grant Award

Dear Highway Safety Partner,

We are excited to offer your agency an FFY 2024 grant award with the Tennessee Highway Safety Office (THSO). We look forward to working with you throughout the year and thank you for your shared commitment to highway safety.

With this partnership comes an important responsibility on the part of every grantee. Please be advised that funding has been approved for the receipt of the above referenced highway safety grant for the period of October 1, 2023 through September 30, 2024.

Effective with the fully signed contract, but no earlier than October 1, 2023, you may incur costs and expend funds for those specific purposes stated in the grant language governing this award. In keeping with usual practice, your allowable expenditures will be reimbursed for actual costs incurred after that date.

The following items are important and expected of all grantees:

1. Monthly/quarterly claims and status reports must be kept current and filed promptly through the TN Grants management system, www.thsogrants.org. Failure to report promptly may result in the cancellation of your grant.
2. All documents, papers, accounting records, and other such records pertaining to costs incurred and to such materials must be made available to the THSO upon request, with or without notice, at any time over the course of the grant period and for three years from the date of final audit disposition. Failure to follow these instructions may result in a requested reimbursement of grant monies to the THSO.
3. Grant records are subject to review and audit by the State of Tennessee, the National Highway Traffic Safety Administration, or any other authorized representative of the state or federal government at any time and without prior notification.
4. This agreement encompasses the time period specified in the contract. No continuation or extension of the project, express or implied, is provided for in the agreement.



5. Every grant **must** have a project director with subject matter expertise in the area of monitoring grants and providing timely, appropriate feedback. Please do not hesitate to reach out to your assigned THSO program manager; our staff is here to assist you.
6. Prior to any news releases or press conferences relative to this grant, you **must** submit a working copy of draft language to your assigned THSO program manager who will review with the THSO Public Information Officer. Further, any release of written material for the purpose of the grant, which also includes social media posts, brochures, etc. also **must** have prior written approval of the THSO, whether by letter or email.
7. **New for FFY 2024** - law enforcement overtime may include a small portion (up to 20%) of personnel funds for community engagement events. Please contact your assigned program manager for more information, including the THSO Community Engagement Activity overtime form.

If you have any questions, please do not hesitate to contact your assigned THSO program manager. Working together, we will make Tennessee roads safer for everyone.

Respectfully,


Buddy Lewis
Director

RESOLUTION: 10 (F)

RESOLUTION TITLE: To Approve Mayor's Signature On Highway Safety Grant For Enforcement Of TN Driving Under The Influence Laws

DATE: September 18, 2023

MOTION BY: Mr. David Anderson

SECONDED BY: Mr. Calton Blacker

COMPLETED RESOLUTION:

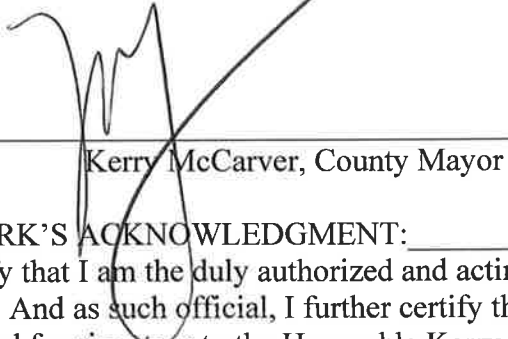
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18th day of September 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on Highway Safety Grant for Enforcement of TN Driving under the Influence Laws is approved.

A copy of the contract is attached.

RECORD: Approved by roll call vote 10 Yes 0 No 1 Absent 1 Abstain

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Absent
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Abstain	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:



 Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____


I, Abby Short, 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 22nd day of September 2023.


Abby Short, County Clerk



CHEATHAM COUNTY CLERK
SEAL
ORGANIZED MAY 1856

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and Instrumentalities)					
Begin Date		End Date		Agency Tracking #	Edison ID
October 1, 2023		September 30, 2024		Z24THS046	78559 (AL)
Grantee Legal Entity Name					Edison Vendor ID
Cheatham County Sheriff's Office					19
Subrecipient or Recipient			Assistance Listing Number - 20.607		
<input checked="" type="checkbox"/> Subrecipient					
<input type="checkbox"/> Recipient			Grantee's fiscal year end - June 30		
Service Caption (one line only)					
Enforcement of Tennessee Driving Under the Influence Laws					
Funding					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2024		\$65,000.00			\$65,000.00
TOTAL:		\$65,000.00			\$65,000.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection			Grants will be awarded based on the highest scores, data, and funding availability. Law enforcement grants will be awarded based on data provided by the Department of Safety and Homeland Security's Tennessee Integrated Traffic Analysis Network (TITAN) business unit. Data is Imported into a funding allocation tool which places a dollar amount per county based on the data provided by TITAN.		
<input type="checkbox"/> Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				CPO USE - GG	
Speed Chart (optional)		Account Code (optional)			
		71301000			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF SAFETY AND HOMELAND SECURITY
AND
Cheatham County Sheriff's Office**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Safety and Homeland Security, hereinafter referred to as the "State" or the "Grantor State Agency" and Cheatham County Sheriff's Office, hereinafter referred to as the "Grantee," is for the provision of implementing a highway safety grant, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 19

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall undertake Alcohol Countermeasures Highway Safety Project(s) as defined in the Tennessee Highway Safety Plan and may include: training for prosecutors and law enforcement officials in driving under the influence (DUI) prosecution techniques and reporting; law enforcement activities to decrease the number of DUI crashes; DUI toxicology testing and training to reduce the backload of pending DUI cases, youth alcohol programs designed to prevent the purchase and use of alcohol and DUI related crashes; programs to reduce DUI repeat offender behavior; designated driver programs; and programs to improve prosecution and reduce the backload of DUI cases pending in courts.
- A.3. General Grant Requirements. The Grantee shall prepare and submit to the State claims and status reports at a minimum of quarterly on the form specified by the State, for the quarters of the Federal Fiscal Year ending December 31, March 31, June 30, and September 30. All claims and status reports are due in the State office no later than the first (1st) of the second month following the end of the covered reporting period as shown below:

Monthly Claims and Status Reports	
Reporting Period	Due Date
October	December 1st
November	January 1st
December	February 1st
January	March 1st
February	April 1st
March	May 1st
April	June 1st
May	July 1st
June	August 1st
July	September 1st
August	October 1st
September	November 1st

Quarterly Claims and Status Reports	
Reporting Period	Due Date
October 1 through December 31	February 1st
January 1 through March 31	May 1st
April 1 through June 30	August 1st
July 1 through September 30	November 1st

The Grantee agrees:

- a. To prepare and submit to the State a final report for each grant, on the form specified by the State, thirty (30) days following the final quarter.
- b. That all manufactured products used in implementing the project which is funded under this Grant Contract are produced in the United States, in accordance with Section 165 of the Surface Transportation Act of 1982 (Pub.L. 97-424; 96 Stat. 2097), unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this requirement.
- c. To comply with the Buy America requirement (23 U.S.C. § 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five percent (25%). In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.
- d. To comply with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- e. To not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
- f. That it is encouraged to adopt and enforce, in accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. Information and resources on traffic safety programs and policies for employers, including information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives, are available from the Network of Employers for Traffic Safety (NETS®, <https://trafficsafety.org/>), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. Information on statistics, campaigns, and program evaluations and references are available through NHTSA (www.nhtsa.gov).
- g. That it is encouraged to adopt and enforce, in accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including

policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

- h. That, to receive funds under this Grant Contract, it has an acceptable financial management system pursuant to 49 CFR § 18.20.
- i. To identify, report, and use any Program Income generated from grant funds as defined in 23 CFR Part 1200.34.
- j. That, to receive funds under this Grant Contract, it has an acceptable procurement system pursuant to 49 CFR § 18.36.
- k. To assist the State in meeting the requirements of subrecipient monitoring and to permit the State and the U.S. Department of Transportation to inspect the Grantee's records as deemed necessary for grant monitoring purposes. The Grantee shall be aware that subrecipient monitoring is not the same as program monitoring and is conducted independently, although some Grantee activities may be monitored by both State program personnel and State subrecipient monitoring personnel. One aspect of the Grantee's assistance shall be that the Grantee have a written policy, and submit it to the State upon request, that clearly explains how the Grantee meets the U.S. Department of Labor's Fair Labor Standards Act's requirements for hours of work and overtime pay (see <https://www.dol.gov/agencies/whd/flsa>).
- l. That facilities and equipment acquired under this Grant Contract for use in the highway safety program shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of the Grantee, may cause the same to be used and kept in operation for highway safety purposes.
- m. That, when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing the project funded in whole or in part with federal funds, such documents clearly state: 1) the percentage of the total cost of the project which will be financed with federal funds, and 2) the dollar amount of federal funds for the project.
- n. All law enforcement grantees must submit campaign data into the State's Tennessee Highway Safety Office ("THSO") website within two (2) weeks following conclusion of a National Highway Transportation Safety Administration ("NHTSA") campaign.

A.4. Drug-Free Workplace. The Grantee further agrees:

- a. To notify each employee engaged in the performance of this Grant Contract and to notify each such employee that as a condition of employment, he or she will abide by the terms of the Drug-Free Workplace Statement and notify his or her employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. Notification by Grantee to employee shall take place by delivering a copy of the Drug-Free Workplace Guidelines established by the Tennessee Department of Human Resources to each employee.
- b. That, upon notification from an employee of any criminal drug statute conviction, the Grantee shall notify the State within ten (10) days after receiving notice from an employee of any criminal drug statute conviction.

- c. To take the following two (2) actions, within thirty (30) days of receiving notice from an employee of any criminal drug statute conviction, as provided in the second preceding paragraph:
- (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employees to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- d. To make a good faith effort to continue to maintain a drug free workplace through implementation of the subject matter of the three (3) preceding paragraphs.
- A.5. Interacting with individuals under eighteen (18) years of age. This provision shall only apply if it is indicated that a purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of individuals under eighteen (18) years of age ("Participating Minors"). If the purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of Participating Minors, the Grantee, and any Subgrantee, shall make determinations of suitability for interacting with Participating Minors as set forth in federal guidelines. This determination of suitability must be made before individuals, regardless of employment status with the Grantee or Subgrantee, may interact with Participating Minors.
- A.6. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. This Grant Contract document with any attachments.
 - b. The Tennessee Highway Safety Office Grants Management Manual located at <http://tntrafficsafety.org/grant-management-manual>.
 - c. The Grantee's application as marked "Grant Awarded" in TN Grants located at www.THSOGrants.org.
- A.7. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment Two, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on October 01, 2023 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Sixty Five Thousand Dollars and Zero Cents (\$65,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Safety and Homeland Security
 Tennessee Highway Safety Office
 Tennessee Tower, 25th Floor
 312 Rosa L. Parks Avenue
 Nashville, TN 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Tennessee Department of Safety and Homeland Security, Tennessee Highway Safety Office.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget

- and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this Section C.5.
- C.6. Budget Line-item. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the Section C., payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be

construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair

compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Clyde "Buddy" Lewis, Director
Tennessee Department of Safety and Homeland Security
Tennessee Highway Safety Office

Tennessee Tower, 25th Floor
 312 Rosa L. Parks Avenue
 Nashville, Tennessee 37243
 Telephone #: (615) 741-2589

The Grantee:

Chris Gilmore, Lieutenant
 Cheatham County Sheriff's Office
 264 S. Main St.
 Ashland City, Tennessee Tennessee37015
 chris.gilmore@cheathamcountyttn.gov
 Telephone # (615) 792-2041
 FAX # (615) 792-1040

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

- c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

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

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

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 through 67-6-608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal

offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in subsection b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

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

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. [This provision only applies if the Maximum Liability in Section C.1. is \$30,000.00 or more]

Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

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

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

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

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.

- d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: <https://www.gsa.gov>.

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

IN WITNESS WHEREOF,

Cheatham County Sheriff's Office:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF SAFETY AND HOMELAND SECURITY:

JEFF LONG, COMMISSIONER

DATE

ATTACHMENT TWO

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	Cheatham County Sheriff's Office
Subrecipient's Unique Entity Identifier (SAM)	R35JL41JMEM5
Federal Award Identification Number (FAIN)	69A37523300001540TNA
Federal award date	10/01/2023
Subaward Period of Performance Start and End Date	10/01/2023 - 09/30/2024
Subaward Budget Period Start and End Date	10/01/2023 - 09/30/2024
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	20.607, Alcohol Open Container
Grant contract's begin date	10/01/2023
Grant contract's end date	09/30/2024
Amount of federal funds obligated by this grant contract	\$65,000.00
Total amount of federal funds obligated to the subrecipient	\$65,000.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$13,552,732.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	Alcohol Open Container
Name of federal awarding agency	National Highway Traffic Safety Administration (NHTSA)
Name and contact information for the federal awarding official	Atlanta Federal Center 61 Forsyth Street, SW Atlanta, GA 30303 Phone: (404) 562-3739 Fax: (404) 562-3763 E-mail: Region4@dot.gov
Name of pass-through entity	Tennessee Department of Safety and Homeland Security, Tennessee Highway Safety Office
Name and contact information for the pass-through entity awarding official	Buddy Lewis, Director Tennessee Highway Safety Office Tennessee Tower, 25th Floor 312 Rosa L. Parks Avenue Nashville, TN 37243 Telephone #: (615) 741-2589
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	0%

GRANT BUDGET	
Agency Name: Cheatham County Sheriff's Office	
Project Title: Enforcement of Tennessee Driving Under the Influence Laws	
The grant budget line-item amounts below shall be applicable only to expense incurred during the following	
Applicable Period: BEGIN: 10/01/2023 END: 09/30/2024	

POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1 & 2	Salaries, Benefits & Taxes	\$40,000.00	\$0.00	\$40,000.00
4, 15	Professional Fee, Grant & Award ²	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$25,000.00	\$0.00	\$25,000.00
11, 12	Travel, Conferences & Meetings	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$65,000.00	\$0.00	\$65,000.00

1. Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, Uniform Reporting Requirements and Cost Allocation Plans for Sub-recipients of Federal and State Grant Monies, Appendix A. (posted on the Internet at: https://www.tn.gov/content/dam/tn/finance/documents/fa_policies/policy3.pdf).
2. Applicable detail follows this page if line-item is funded.

RESOLUTION: 10 (G)

RESOLUTION TITLE: To Approve Mayor's Signature On Resolution Endorsing The Industrial Development Board Of Cheatham County's Efforts To Secure Support From The State Of Tennessee To Construct A State-Of-The-Art International Inland River Port In The Town of Ashland City, Tennessee

DATE: September 18, 2023

MOTION BY: Mr. David Anderson

SECONDED BY: Mr. Calton Blacker

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18th day of September 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the construction and operation of the inland port on the Cumberland River in Cheatham County will provide significant economic and environmental benefits to the citizens of Cheatham County, the Town of Ashland City, and the State of Tennessee for many years to come; and

WHEREAS, a multi-modal, multi-commodity inland port would be the first of its kind in the state and would quickly become a critical part of state and local transportation infrastructure; and

WHEREAS, Ashland City's advantageous geographic position presents the ideal location for an inland port as the proposed site is within 10 miles of two major interstate highway systems and is primed for additional rail service via the Nashville and Western Railroad; and

WHEREAS, an inland port in Ashland City would help alleviate congestion and wear and tear on Tennessee's roads, diverting thousands of trucks from traveling millions of miles per year; and

WHEREAS, the economic benefits to Cheatham County are significant as evidenced by cite economic impact data showing XXXXXXXX; and

WHEREAS, an inland port will help create a more reliable and sustainable supply chain for the entire state of Tennessee and will alleviate some of the import service delays that have occurred in recent years on the west coast; and

WHEREAS, barging is the most sustainable and safest form of multi-modal transportation, offering an impactful way to lower congestion, mitigate expensive transportation costs, and reduce air pollution all while preserving the natural beauty the river provides our County; now therefore

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18th day of September, 2023 in the General Sessions Court Room of Cheatham County Tennessee as follows:

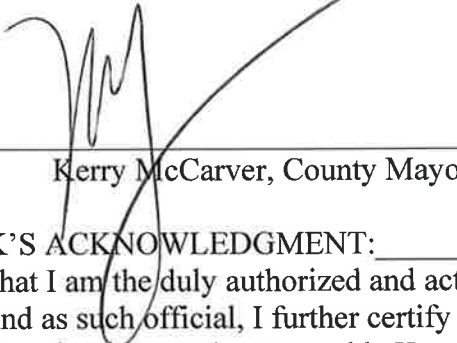
BE IT RESOLVED that the County Commission strongly supports the development of an inland port in the town of Ashland City, Tennessee and endorses and encourages The Industrial Development Board of Cheatham County's efforts to secure the state funding necessary to aid in offsetting a portion of the project's capital costs therefore enduring this project becomes a reality for Cheatham County.

BE IT FURTHER RESOLVED that certified copies of this resolution be transmitted to the Governor of the State of Tennessee, the Commissioner of the Tennessee Department of Transportation, the Cheatham County State Legislative Delegation, and The Industrial Development Board of Cheatham County.

RECORD: Approved by roll call vote 10 Yes 0 No 1 Absent 1 Abstain

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Absent
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Abstain	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:



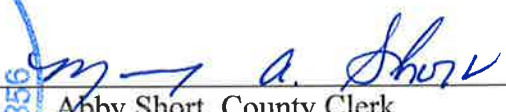
Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, 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 22nd day of September 2023.





Abby Short, County Clerk

RESOLUTION: 10 (H)

RESOLUTION TITLE: To Approve Mayor's Signature On Chamber Lease Agreement To Move In With ECD At Sycamore Square

DATE: September 18, 2023

MOTION BY: Mr. David Anderson

SECONDED BY: Mr. Calton Blacker

COMPLETED RESOLUTION:

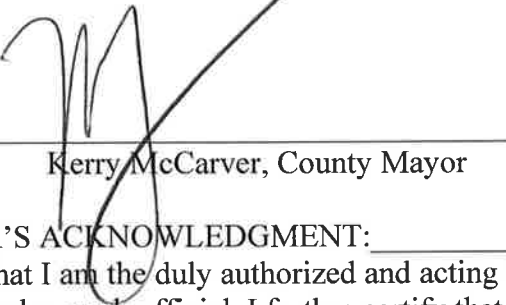
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18th day of September 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on Chamber lease agreement to move in with ECD at Sycamore Square is approved.

A copy of the agreement is attached.

RECORD: Approved by roll call vote 10 Yes 0 No 1 Absent 1 Abstain

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Absent
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Abstain	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:



 Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, 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 22nd day of September 2023.


Abby Short, County Clerk



OFFICE SHARING AGREEMENT

This Office Sharing Agreement ("Agreement") is made this the ____ day of _____, 2023 by and between Cheatham County ("County") and the Cheatham County Chamber of Commerce ("Chamber.")

Whereas the County's Office of Economic and Community Development ("ECD") and the Chamber often work together to promote their shared goals of promoting economic development in Cheatham County; and

Whereas the ECD and the Chamber have previously shared office space and wish to renew their shared office space arrangement at the ECD office at Sycamore Square; and

NOW THEREFORE, in order to carry out the foregoing the parties agree as follows:

1. ECD and the Chamber will share the office space at the County owned facility known as Sycamore Square Shopping Center with an address of 328 Frey Street, Ashland City, Tennessee 37015 consisting of 1,500 square feet (the "Office Space.")
2. The Office Space contains two private offices with one for the use of the Chamber and one to be used by the ECD Director. The remainder of the Office Space will be shared by the parties on a mutually agreeable basis.
3. The term of this Agreement is two (2) years commencing October 1, 2023 and ending September 30, 2025. This Agreement may be renewed for subsequent one (1) year terms upon mutual consent of the parties.
4. This Agreement may be terminated by either party upon giving ninety (90) days written notice to the other party.
5. This Agreement grants a nonexclusive license to use the Office Space to the Chamber for the limited purposes set forth herein this Agreement will not be construed as granting a leasehold interest to the Chamber.
6. For so long as this Agreement is in effect, the County will only use the Office Space for the ECD.
7. The Chamber will use the Office Space only for the usual and customary activities of a chamber of commerce and will not use the Office Space to conduct any for profit business activity or allow the space to be used by any other party. Notwithstanding the foregoing, with the consent of the County the Office Space may be used on a temporary basis for other not for profit activities.
8. In consideration for the use of the Office Space, the Chamber will initially pay to the County \$660 per month for rent, common area maintenance, insurance, and taxes with any partial month appropriately prorated. The consideration payable by the Chamber will increase by three percent (3%) on October 1, 2024 and on October 1st of each subsequent year. The County may also increase the monthly compensation to reflect changes in common area maintenances, tax, and insurance expenses. Any changes will reflect an equitable allocation of such expenses among the tenants at Sycamore Square Shopping Center. Upon request, the County will provide the calculations reflecting the expenses and allocation.
9. The Chamber may place a sign, logo or other Chamber related information in the window or on the door of the Office Space subject to approval by the County, such approval not to be unreasonably withheld.
10. The Chamber will pay one-half (1/2) of the monthly utility bills consisting of water, gas, and electricity and will be billed for such utilities on a quarterly basis.

11. ECD and the Chamber will each provide their own copier.
12. ECD and the Chamber will each be responsible for their respective telephone and internet service, but the Chamber will use the same service provider as other County tenants.
13. Each party represents and warrants that this Agreement has been duly authorized and approved by their respective governing bodies.
14. This Agreement may not be assigned by either party without the prior written consent of the other party.
15. This Agreement shall inure to and be binding on the parties' successors and permitted assigns.
16. This Agreement is made and shall be interpreted under the laws of the State of Tennessee.

CHEATHAM COUNTY

CHEATHAM COUNTY CHAMBER OF COMMERCE

By: County Mayor

By: _____

RESOLUTION: 10 (I)
RESOLUTION TITLE: To Approve A Settlement With Pizza Hut
DATE: September 18, 2023
MOTION BY: Mr. David Anderson
SECONDED BY: Mr. Calton Blacker
COMPLETED RESOLUTION:

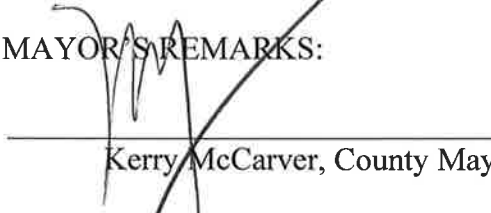
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18th day of September 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve a settlement for Pizza Hut to give the County \$25,000.00 without restoring the Sycamore Square space.

A copy of the agreement is attached.

RECORD: Approved by roll call vote 10 Yes 0 No 1 Absent 1 Abstain

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Absent
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Abstain	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:

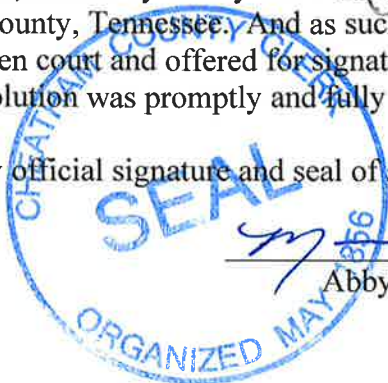

Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, 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 22nd day of September 2023.


Abby Short, County Clerk



AGREEMENT REGARDING LEASE

This Agreement Regarding Lease (this "**Agreement**") is made and entered into as of this _____ day of September, 2023, by and between **CHEATHAM COUNTY GOVERNMENT** ("**Landlord**") and **GPS HOSPITALITY HUTS, LLC**, a Delaware limited liability company ("**Tenant**").

WHEREAS, Paine Webber Retail Property Investments, as lessor, and Pizza Hut of America, Inc., as lessee, entered into that certain Lease Agreement dated June 28, 1993 (the "**Original Lease**"), concerning certain property commonly known as Suite Y 130 containing approximately 1,200 square feet located in the Sycamore Square Shopping Center, Ashland City, Cheatham County, Tennessee and more particularly described in the Original Lease (the "**Premises**"), which Original Lease was extended and amended by that certain Addendum to Lease dated June 28, 1993, that certain Lease Modification Agreement No. 1 dated June 8, 2004, that certain Lease Modification Agreement No. 2 dated May 21, 2007, that certain Lease Modification Agreement No. 3 dated December 9, 2009, that certain Lease Modification Agreement No. 4 dated October 3, 2013, that certain Lease Modification Agreement No. 5 dated September 1, 2015, that certain Lease Modification Agreement No. 6 dated September 1, 2017, and that certain Seventh Amendment to Lease Agreement dated April 9, 2019 (as extended and amended, collectively, the "**Lease**"); and

WHEREAS, Landlord succeeded to the interest of the lessor under the Lease and Tenant was assigned all of the right, title and interest of the lessee under the Lease; and

WHEREAS, Landlord and Tenant hereby acknowledge and agree that the Lease terminated per its terms as of August 31, 2023 and, per Section 16B of the Lease, Tenant had certain surrender obligations with respect to the Premises under the Lease; and

WHEREAS, Landlord and Tenant have agreed, in lieu of Tenant being required to satisfy the obligations of Section 16B of the Lease, that Tenant shall pay to Landlord the sum of \$25,000.00 to satisfy and release all of Tenant's obligations under the Lease.

NOW, THEREFORE, the parties agree as follows.

1. Within five (5) business days after full execution of this Agreement, Tenant shall pay to Landlord the amount of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) (the "**Settlement Amount**") in the same manner as Tenant previously paid base rent to Landlord under the Lease.

2. Subject to Landlord's receipt of the Settlement Amount, the undersigned parties do each hereby release and forever discharge the other party and any affiliate, parent or subsidiary of such party, together with its and their agents, employees, affiliates, servants, heirs, administrators, owners, and directors, from all actions, liabilities, claims, causes of action, suits, judgments, demands, rights or damages whatsoever (including attorneys' fees), whether past, present or future, known or unknown, asserted or unasserted, suspected and unsuspected, that either party or any of its parents, subsidiaries or affiliates has, may have or ever will have against the released parties arising out of or related in any way to the Lease; and covenant not to sue the other party nor any affiliate, parent or subsidiary of such party, nor any of its or their agents, employees, affiliates, servants, heirs, administrators, owners, or directors, for and in respect of any actions, liabilities, claims, causes of action, suits, judgments, demands, rights or damages whatsoever (including attorney's fees), whether past, present or future, known or unknown, asserted or unasserted, suspected and unsuspected, which are based on, or arise out of, in whole or in part, or otherwise related to the Lease.

3. This Agreement shall be binding upon the parties hereto and shall inure to the benefit of the parties and their successors and assigns.

4. Each party hereby agrees to execute such additional documents, and give such further assurances, as may be reasonably necessary to incorporate the express terms of this Agreement.

5. This Agreement may be executed in counterparts, each of which shall be deemed a duplicate original. Telecopied and emailed PDF signatures shall be effective for purposes of executing and delivering this Agreement and any amendment hereto.

6. To the extent there is any conflict or inconsistency between this Agreement and the Lease, the terms and conditions of this Agreement shall control.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written.

LANDLORD:

TENANT:

CHEATHAM COUNTY GOVERNMENT

GPS HOSPITALITY HUTS, LLC

By: _____
_____, Mayor

By: _____
Name: _____
Title: _____

RESOLUTION: 10 (J)

RESOLUTION TITLE: To Approve A Memorandum Of Understanding For Drug Court And Drug Testing

DATE: September 18, 2023

MOTION BY: Mr. David Anderson

SECONDED BY: Mr. Calton Blacker

COMPLETED RESOLUTION:

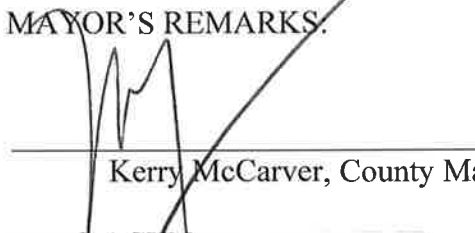
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18th day of September 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve a Memorandum of Understanding for Drug Court and drug testing.

A copy of the agreement is attached.

RECORD: Approved by roll call vote 10 Yes 0 No 1 Absent 1 Abstain

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Absent
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Abstain	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, 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 22nd day of September 2023.


Abby Short, County Clerk



CHEATHAM COUNTY CLERK
SEAL
ORGANIZED MAY 1856



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as "MOU"), effective as of this day of August 1st, 2023 and entered into by Cheatham County Recovery Court (hereinafter referred to as "the Agency") and **Avertest, LLC d/b/a Averhealth** (hereinafter referred to as "Provider"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

SECTION I. PURPOSE AND SCOPE

- 1.01 The purpose of this MOU is to provide comprehensive drug testing and technology services. The services shall foster coordination of care and supervision and help clients abstain from substance use and achieve stability within the community.
- 1.02 The MOU, as referred to herein, shall mean this document executed by the Agency and Provider, and shall include the Terms and Conditions set forth herein, Attachments A and B described in Sections II and IV and attached hereto, and any supplemental agreement or modification entered into between the Agency and Provider, in writing and signed by each Party, after the date of this MOU.
- 1.03 This MOU constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between the Agency and Provider with respect to the subject matter hereof. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the MOU have been made by the Agency or Provider which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This MOU may be amended and modified only in writing signed by both the Agency and Provider.

SECTION II. ROLES AND RESPONSIBILITIES

- 2.01 The Agency shall refer clients for comprehensive drug testing services by entering relevant client information into Aversys.
- 2.02 Provider shall provide services as specified in Attachment A, "Scope of Services", attached hereto and incorporated by reference into this MOU.

SECTION III. TERM

- 3.01 The term of this MOU shall begin as of the date indicated above and shall terminate one (1) year thereafter, unless terminated earlier in accordance with this MOU.
- 3.02 In the event of dissatisfaction among the parties, the Provider and the Agency shall meet to develop a plan to cure the source of the dissatisfaction. Should the Provider and Agency develop a mutual plan, this MOU shall remain in effect, but and in no case shall either party terminate this MOU until at least sixty (60) day following the meeting.
- 3.03 This MOU is contingent upon the Agency receiving the necessary funding to cover the obligations of the Agency. In the event that such funding is not received or appropriated, the obligations of the



Agency under the MOU shall cease, and each party shall be released from further performance under the MOU without any liability to the other party.

SECTION IV. COMPENSATION

- 4.01 Provider proposes to furnish all labor, materials and supplies in accordance with the conditions of this MOU necessary to complete the work as defined in Attachment A at the rates set forth in Attachment B, "Service Fees", attached hereto and incorporated herein. There are no minimum or maximum compensation levels for services under this MOU.
- 4.02 Provider shall in a reasonable, prompt, and timely fashion submit properly itemized invoice(s) for services performed for which expenses incurred under this MOU are payable by the Agency. The Agency shall pay Provider within thirty (30) days after receipt of such properly itemized invoice(s) where payment is incurred by and owed by the Agency.

SECTION V. GENERAL PROVISIONS

- 5.01 **Independent Provider.** The parties agree that Provider is an independent provider and is in no way an employee or agent of the Agency. As such, Provider is not entitled to workers' compensation or any benefit of employment by the Agency. The Agency shall have no control over the performance of this MOU by the Provider or Provider's employees, except to specify the results to be achieved. Provider acknowledges that it is not insured in any manner by the Agency for any loss of any kind whatsoever. Provider has no authority, express or implied, to bind or obligate the Agency in any way.
- 5.02 **Necessary Documentation.** Provider certifies that it will furnish the Agency, if requested, any and all documentation, certification, authorization, license, permit, or registration required by applicable federal, state and local laws, rules, regulations or ordinances. Provider further certifies that it is now and will remain in good standing with such governmental agencies and that it is now and will maintain its license, permit, registration, authorization, or certification, as applicable, in force during the term of this MOU.
- 5.03 **Confidentiality.**
- 5.03.1 The obligations of this section shall survive the termination of this MOU and shall be applicable to the full extent permissible under statutes governing access to public records. Provider understands that the information provided to it or obtained from the Agency during the performance of its services is confidential and may not, without prior written consent of the Agency, be disclosed to any person without receiving permission from the Agency except to employees or agents of Provider who have a need to know in order to provide the services. Further, Provider's work product generated during the performance of this MOU is confidential to the Agency. Confidential information shall not include information, that: (a) was known by Provider or the Agency at the time it was received; (b) is, as of the time of its disclosure or thereafter becomes, part of the public domain through a source other than Provider or the Agency; (c) is made known to Provider or the Agency by a third person who to the knowledge of the Provider or the Agency does not impose any



obligation of confidence on Provider or the Agency with respect to such information; (d) is required to be disclosed pursuant to governmental authority, law, regulation, duly authorized subpoena or Agency order whereupon Provider or the Agency shall provide notice to the other party prior to such disclosure; or (e) information that is independently developed by Provider or the Agency without references to the confidential information.

- 5.03.2 Provider acknowledges that it is a Qualified Service Organization as defined by 42 C.F.R. Part 2 and that: (i) in receiving, storing and processing, or otherwise dealing with any information from the Agency about clients, it is fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2; (ii) any client information it receives from the Agency that is protected by 42 C.F.R. Part 2 is subject to protections that prohibit the Provider from disclosing such information to agents or subcontractors without the specific written consent of the client; and (iii) if necessary, will resist in judicial proceedings any efforts to obtain access to client information except as otherwise permitted by 42 C.F.R. Part 2.
- 5.03.3 Provider acknowledges that : (i) in receiving, storing and processing, or otherwise dealing with any information from the Agency about clients, it is fully bound by the provisions of the federal regulations governing Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164; (ii) any client information it receives from the Agency that is protected by 45 C.F.R. Parts 160 and 164 is subject to protections that prohibit the Provider from disclosing such information to agents or subcontractors without the specific written consent of the client; and (iii) if necessary, will resist in judicial proceedings any efforts to obtain access to client information except as otherwise permitted by 45 C.F.R Parts 160 and 164.
- 5.03.4 Provider shall not, under any circumstances, release information provided to it by, or on behalf of, the Agency that is required to be kept confidential by the Agency except as contemplated by Section 5.03.1(d), above.
- 5.04 **Records; Audit.** Provider shall maintain books, records, documents and other evidence directly pertinent to performance of services under this MOU. Provider shall make such materials available, at its offices at all reasonable times during the MOU period and for a period of three (3) years from the date of final payment under this MOU, for inspection by the Agency or any other authorized representative of the Agency. Copies thereof, if requested, shall be furnished at no cost to the Agency.
- 5.05 **Insurance.** Provider agrees to obtain and keep in force during its acts under this MOU a comprehensive general liability insurance policy in the minimum amount of \$1,000,000 and \$1,000,000/personal Injury and a professional liability insurance in the minimum amount of \$1,000,000, which shall name and protect Provider; Provider's officers, agents, and employees; the Agency; and the officers, agents, and employees of the Agency from and against all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the acts or omissions of Provider. Certificates of Insurance, naming the Agency as an "additional insured," showing such coverage then in force (but not less than the amount shown above) shall be filed with the Agency within thirty (30) days of this Agreement.



- 5.06 **Indemnification.** Provider agrees to indemnify, defend, and hold harmless the Agency, and its directors, officers, agents, officials, representatives, and employees from and against any and all demands, claims, losses, actions, causes of action, judgments and liens arising out of or in connection with the acts and/or any performances, omissions, activities, or breach of Provider or any of its officers, agents, employees or subcontractors. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein. The Provider shall be relieved of its indemnification obligation to the extent any injury, damage, death or loss is attributable to the acts or omissions of the Agency.
- 5.07 **Non-discrimination.** Provider and its officers, agents, employees, and subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this MOU, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, sex, religion, color, national origin, ancestry, age, disability, or United States military service veteran status.
- 5.08 **Conflict of Interest.** Provider certifies and warrants to the Agency that neither it nor any of its officers, agents, employees, or subcontractors who will participate in the performance of any services required by this MOU has or will have any conflict of interest, direct or indirect, with the Agency.
- 5.09 **Force Majeure.** In the event that either party is unable to perform any of its obligations under this MOU – or to enjoy any of its benefits – because of fire, explosion, power blackout, natural disaster, strike, embargo, labor disputes, war, terrorism, riots, acts of God, acts or decrees of governmental bodies or other causes beyond such party's reasonable control (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this MOU shall immediately be suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this MOU.
- 5.10 **Applicable Laws; Forum.**
- 5.10.1 Provider agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included in this MOU are hereby incorporated by reference. This includes, but is not limited to, the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this MOU shall be reviewed by the Agency and Provider to determine whether the provisions of the MOU require formal modification.



- 5.10.2 This MOU shall be construed in accordance with the laws of the state where services are provided. Venue for any dispute arising under this MOU shall be in state and county where the Agency is located.
- 5.11 **Severability**. If any provision of this MOU is held to be invalid, illegal, or unenforceable by a Agency of competent jurisdiction, the provision shall be stricken, and all other provisions of this MOU which can operate independently of such stricken provisions shall continue in full force and effect.
- 5.12 **Successors and Assigns**. Except as otherwise provided herein, Provider shall not assign, sublet or transfer its interest in this MOU without the written consent of the Agency; provided, however, the Provider may freely assign this MOU to a subsidiary or affiliated entity of the Provider. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the Agency or the Provider.
- 5.13 **Authority to Bind Provider**. Notwithstanding anything in this MOU to the contrary, the signatory for Provider represents that he/she has been duly authorized to execute agreements on behalf of Provider and has obtained all necessary or applicable approval to make this MOU fully binding upon Provider when his/her signature is affixed and accepted by the Agency.
- 5.14 **Debarment and Suspension**
- 5.14.1 Provider certifies, by entering into this MOU, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal Agency or Agency, or by any state or local Agency, Agency or political subdivision. The term "principal" for purposes of this MOU means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Provider.
- 5.14.2 Provider shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal assistance programs by any Federal Agency or Agency, or by any state or local Agency, Agency or political subdivision.
- 5.15 **Compliance With E-Verify Program**. Provider shall enroll in and verify the work eligibility status of all newly hired employees of Provider through the E-Verify Program ("Program"). Provider is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists. Provider shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Provider subsequently learns is an unauthorized alien.
- 5.16 **Signature**. Signatures may be executed in counterparts and by facsimile or electronic form.



5.17 **Survival.** Notwithstanding any other provision of this MOU, the provisions of paragraph 5.04 "Records" of this MOU" shall survive the expiration, cancellation or termination of this MOU.

5.18 **Mutual Drafting.**The Agency and Provider agree that this MOU has been mutually drafted and authored by the Agency and the Provider and that it shall not be construed against any one party.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the dates subscribed on the next page.



Cheatham County Recovery Court

AVERTEST, LLC D/B/A AVERHEALTH

By: _____
Name: _____
Title: _____

By: _____
Mark Johnson
Chief Executive Officer



ATTACHMENT A – SCOPE OF SERVICES

1. **Information Management System (IMS):** Provider will provide the Agency with access to a secure, web-based HIPAA compliant IMS, that at a minimum allows the Agency to:
 - a. Enroll clients in the alcohol and drug testing program;
 - b. Enter custom test panels specific to each client;
 - c. Order unscheduled tests for an individual client;
 - d. Enter excused test periods for an individual client;
 - e. Inactivate or activate clients;
 - f. Track and review client test history;
 - g. Enter specific client co-pay amounts;
 - h. Designate vouchers for specific clients; and
 - i. Track applicable client payments.

The IMS shall include a dashboard view specific to each case manager that:

- a. Provides the supervising case manager quick access to each client;
 - b. Provides a consolidated summary of all activity related to each client;
 - c. Illustrates if a client is scheduled to test;
 - d. Shows if a client has called the client notification system or not; and
 - e. Provides a summary of recent positives, no shows, and other non-negative test results.
2. **Automated Random Selection Calendar:** Provider will provide, support and maintain a secure automated random selection testing calendar that is configurable to Agency specified parameters and provides the ability to:
 - a. Create default parameters that specify testing frequency and test panels, among other attributes;
 - b. Schedule clients on an individual or group basis;
 - c. Conduct testing services on any day of the year, including weekends and holidays;
 - d. View past and future testing events via the IMS; and
 - e. Manually order a one-time or unscheduled test for individual clients via the IMS.
 3. **Client Notification:** Provider will provide, support, and maintain a client notification system that notifies clients of the need to test. The client notification system must:
 - a. Create a unique personal identification number (PIN) for each client;
 - b. Record time, date and phone number of when clients call;
 - c. At a minimum provide English and Spanish language options;
 - d. Calculate a call-in compliance score for each client;
 - e. Report if a client fails to contact the notification system;
 - f. Allow the supervising case manager to post custom text-to-speech messages for an individual client or group of clients;
 - g. Provide capacity adequate to efficiently handle the number of calls received during peak call-in times; and
 - h. Provide participants with text message and mobile application (when functionality is available) options over a call-in option.



4. **Supplies & Transportation:** The Provider shall provide all necessary sample collection and transportation supplies and courier pick-up within 24 hours of notification for specimens collected by the Agency.
5. **Laboratory Testing:** The Provider shall:
 - a. Operate a laboratory that is certified by the Agency of Health and Human Services (DHHS), Clinical Laboratory Improvements Act (CLIA) and the College of American Pathologists – Forensic Drug Testing (CAP-FDT);
 - b. Conduct a laboratory immunoassay screen on all samples
 - c. All positive immunoassay screens must be run a second time with a new aliquot of the specimen prior to reporting the positive specimen;
 - d. Report the screen results by the completion of the next business day following specimen collection (e.g., screen results for samples collected and shipped on Monday shall be reported on Tuesday.);
 - e. Conduct confirmation via GC/MS or LC-MS/MS as requested by the Agency;
 - f. Retain negative specimens for five (5) business days;
 - g. Store non-negative samples in a secure, frozen store for sixty (60) days;
 - h. Test assays at the cut-off levels listed in Table 1 below



SPECIMEN AND ASSAY CUTOFFS

		Cut-off	Cut-off
Amphetamines	Urine		100 ng/mL
MDA	Urine		50 ng/mL
MDEA	Urine	1000 ng/mL or 500 ng/mL	50 ng/mL
MDMA	Urine		50 ng/mL
Methamphetamine	Urine		100 ng/mL
Phentermine	Urine		50 ng/mL
Cannabinoids	Urine	20 ng/mL	5 ng/mL
Cocaine	Urine	300 ng/mL or 150 ng/mL	
Benzococaine	Urine		50 ng/mL
Opiates	Urine		N/A
Heroin (6-MAM)	Urine		5 ng/mL
Codeine	Urine	300 ng/mL	50 ng/mL
Hydrocodone	Urine		50 ng/mL
Hydromorphone	Urine		50 ng/mL
Morphine	Urine		50 ng/mL
Oxycodone	Urine		50 ng/mL
Oxymorphone	Urine		50 ng/mL
PCP	Urine		25 ng/mL
Barbiturates	Urine		N/A
Butabarbital	Urine	200 ng/mL	100 ng/mL
Pentobarbital	Urine		100 ng/mL
Secobarbital	Urine		100 ng/mL
Benzodiazepines	Urine		N/A
Alprazolam	Urine	200 ng/mL	50 ng/mL
Clonazepam	Urine		50 ng/mL
Diazepam	Urine		50 ng/mL
Hydroxyalprazolam	Urine		50 ng/mL
Lorazepam	Urine		50 ng/mL
Nordiazepam	Urine		50 ng/mL
Oxazepam	Urine		50 ng/mL
Temazepam	Urine		50 ng/mL
Buprenorphine	Urine		5 ng/mL
Norbuprenorphine	Urine	50 ng/mL	
Cotinine	Urine	500 ng/mL	N/A
Ecstasy	Urine	500 ng/mL	100 ng/mL
EtG	Urine	500 ng/mL	300 ng/mL
EtS	Urine		100 ng/mL



Fentanyl	Urine		1 ng/mL
Norfentanyl	Urine		1 ng/mL
Acetyl Fentanyl	Urine		1 ng/mL
Acryl Fentanyl	Urine		1 ng/mL
Alfentanil	Urine		1 ng/mL
Benzyl Carfentanil	Urine		1 ng/mL
beta-Hydroxy Fentanyl	Urine		1 ng/mL
Butyryl Fentanyl	Urine	2 ng/mL	1 ng/mL
Carfentanil	Urine		1 ng/mL
Cyclopropyl Fentanyl	Urine		1 ng/mL
Fluorobutyryl Fentanyl	Urine		1 ng/mL
Furanyl Fentanyl	Urine		1 ng/mL
Methoxyacetyl Fentanyl	Urine		1 ng/mL
Methylfentanyl	Urine		1 ng/mL
Thienyl Fentanyl	Urine		1 ng/mL
Sufentanil	Urine		1 ng/mL
Gabapentin	Urine	1.5ng/mL	100 ng/mL
Ketamine	Urine	100 ng/mL	50 ng/mL
Kratom	Urine		N/A
Mitragynine	Urine	50 ng/mL	5 ng/mL
7 Hydroxymitragynine 1	Urine		5 ng/mL
LSD	Urine	0.5 ng/mL	0.5 ng/mL
Meperidine	Urine		N/A
Meperidine	Urine	200 ng/mL	50 ng/mL
Normeperidine	Urine		50 ng/mL
Methamphetamines	Urine	500 ng/mL	100 ng/mL
Methadone	Urine		25 ng/mL
EDDP	Urine	300 ng/mL	25 ng/mL
Methaqualone	Urine	300 ng/mL	N/A
Naloxone	Urine	N/A	50 ng/mL
Naltrexone	Urine	N/A	50 ng/mL
Propoxyphene	Urine		25 ng/mL
Norpropoxyphene	Urine	300 ng/mL	25 ng/mL
SOMA	Urine		N/A
Carisoprodol	Urine	100 ng/mL	50 ng/mL
Meprobamate	Urine		50 ng/mL
Tramadol	Urine	200 ng/mL	50 ng/mL
Zolpidem	Urine	20 ng/mL	10 ng/mL
Amphetamines	Hair	500 pg/mG	500 pg/mG



<i>Methamphetamines & Ecstasy</i>	Hair		
Cocaine	Hair	500 pg/mG	500 pg/mG
Opiates	Hair		
<i>Codeine, Morphine, 6-MAM, Oxycodone, Oxymorphone, Hydrocodone, Hydromorphone</i>		200 pg/mG	200 pg/mG
PCP	Hair	300pg/mG	300pg/mG
Cannabinoids	Hair	1pg/mG	0.1pg/mG
Benzodiazepines	Hair		
<i>Alprazolam, Clonazepam, Diazepam, Lorazepam, Nordiazepam, Oxazepam, Temazepam</i>		200 pg/mG	200 pg/mG
	Oral		
Amphetamines	Fluid		20 ng/mL
Methamphetamine	Oral Fluid	50 ng/mL	20 ng/mL
MDA	Oral Fluid		20 ng/mL
MDMA	Oral Fluid		20 ng/mL
	Oral Fluid		20 ng/mL
Benzodiazepines	Oral Fluid	20 ng/mL	N/A
Alprazolam	Oral Fluid		1 ng/mL
Diazepam	Oral Fluid		1 ng/mL
Nordiazepam	Oral Fluid		2 ng/mL
Lorazepam	Oral Fluid		1 ng/mL
Oxazepam	Oral Fluid		1 ng/mL
Temazepam	Oral Fluid		1 ng/mL
Clonazepam	Oral Fluid		1 ng/mL
Buprenorphine	Oral Fluid	5 ng/mL	1 ng/mL
Cocaine	Oral Fluid	20 ng/mL	2 ng/mL
Benzoylcegonine	Oral Fluid		2 ng/mL
Cannabinoids	Oral Fluid	4 ng/mL	2 ng/mL
Ethanol	Oral Fluid	0.04 g/dL	0.02 g/dL
Fentanyl	Oral Fluid	2 ng/mL	0.25 ng/mL
Norfentanyl	Oral Fluid		0.25 ng/mL
Opiates	Oral Fluid	40 ng/mL	N/A
Codeine	Oral Fluid		1 ng/mL



Morphine	Oral Fluid		1 ng/mL
Hydrocodone	Oral Fluid		1 ng/mL
Hydromorphone	Oral Fluid		1 ng/mL
Oxycodone	Oral Fluid		1 ng/mL
Oxymorphone	Oral Fluid		1 ng/mL
Oxycodone	Oral Fluid	10 ng/mL	1 ng/mL
Oxymorphone	Oral Fluid		1 ng/mL
Methadone	Oral Fluid	50 ng/mL	5 ng/mL
Methamphetamines	Oral Fluid	50 ng/mL	20 ng/mL
PCP	Oral Fluid	10 ng/mL	1 ng/mL
Tramadol	Oral Fluid	10 ng/mL	50 ng/mL
Breath Alcohol Test	Breath	0.02	0.02
<i>pg/mG = picogram per milligram of hair</i>			
<i>ng/mL = nanogram per milliliter of urine</i>			

6. **Electronic Chain of Custody:** The IMS shall generate a legally defensible electronic chain of custody that fully integrates client demographic data (name, gender, age, case manager, etc.) and tracks the specimen during all phases of the testing process.
7. **Results Reporting:** The Provider shall report all test results and related information via the IMS. Specifically, the Provider shall:
 - a. Report negative test results for urine and oral fluid on the next business day and non-negatives within 3 business days. Test results for hair specimens shall be reported within five business days;
 - b. Segment results and test data by supervising case manager;
 - c. Conduct data analysis on specimen results to discern new use from residual use;
 - d. Assist with results interpretation; and
 - e. Provide consultation and results interpretation in-person and/or via teleconference on an as needed basis.
8. **Information Reporting:** The IMS shall provide the Agency with program analytics that aid the Agency in data analysis and report generating functions. Reports shall be sortable by supervising officer and at a minimum shall include:
 - a. Detailed and summary results;
 - b. Individual test reports;
 - c. Client test history;
 - d. An overview of all testing activities; and



- e. Detailed views of the historic and future testing calendars, among others.
- 9. **Primary Contact:** Provider will designate a primary contact. Such contact may be changed from time to time as communicated by Provider.
- 10. **Expert Testimony:** Provider shall provide legal affidavits and/or expert testimony upon request. The Agency will work with Provider to provide as much advance notice as possible, preferably at least 2 weeks, for expert testimony needs.
- 11. **Newsletter:** Provider shall provide a free electronic newsletter, published monthly that covers topics in the criminal justice and public safety markets, including topics on emerging trends in the manufacturing and abuse of designer drugs and research and reporting on issues related to substance abuse.
- 12. **Training & Orientation Sessions:** Provider will conduct training and orientation sessions for judges, attorneys, and Agency staff with respect to alcohol and drug testing process. Provider will work with the Agency to mutually schedule the training and orientation sessions.
- 13. **Monthly Account Summary:** Provider will track testing fees and client co-pays to provide a monthly account summary and invoice within the following month.



SERVICE FEES

Service	Price per Unit of Service
Standard Panel comprised of any of "5" of the following assays plus "1" Specialty Assay(s): Amphetamines (amphetamines, ecstasy, methamphetamines), barbiturates, benzodiazepines, cannabinoids (THC), cocaine, , methadone, methamphetamine, methaqualone, opiates (morphine, heroin, hydrocodone, hydromorphone, oxycodone, oxymorphone), PCP, and propoxyphene	\$17.00 *The related pricing is based on estimated volume of 4 samples per month. If volume is less, pricing may be increased. *The related pricing applies to the initial year of service. Each subsequent year of service will see a price increase of 3%.
Standard Drug Add-on List: Amphetamines (amphetamines, ecstasy, methamphetamines), barbiturates, benzodiazepines, cannabinoids (THC), cocaine, , methadone, methamphetamine, methaqualone, opiates (morphine, heroin, hydrocodone, hydromorphone, oxycodone, oxymorphone), PCP, and propoxyphene	\$ 0.50 / test
Specialty Drug Add-on List: Buprenorphine, Carisoprodol, Cotinine, ETG, Fentanyl, Heroin, Ketamine, Kratom, LSD, Meperidine, Tramadol, or Zolpidem	\$2.50 / test
Gabapentin Add-on	\$5.00 / test
Synthetic Cannabinoids Urine Analysis	\$25.00 / test
Synthetic Stimulants Urine Analysis (Bath Salts)	\$35.00 / test
Xylazine	\$35.00 / test
Standard Oral Fluid Panel (Benz, Coc, Meth, Opiates, & THC)	\$19.50 / panel
Oral Fluid Add-ons (alcohol, buprenorphine, fentanyl, methadone, oxycodone, and tramadol)	\$2.50 / panel
Hair Test (amphetamines, benzodiazepine, cannabinoids, cocaine, and opiates)	\$85.00 / panel
Confirmation Testing	Included up to
In-Person Expert Witness Testimony	\$1500 per event
Litigation Packet	\$150.00 / packet
Case Management System	Included, No Charge
Random Selection	Included, No Charge
Client Notification System	Included, No Charge
Video Testimony	Included, No Charge
Training & Consultation Sessions	Included, No Charge
Participation in Court Staffing Sessions	Included, No Charge
Additional Invoice Customization	\$15.00 per invoice

RESOLUTION: 11

RESOLUTION TITLE: To Approve The Municipal Advisory Agreement On Jail Financing

DATE: September 18, 2023

MOTION BY: Mr. Mike Breedlove

SECONDED BY: Mr. Bill Powers

COMPLETED RESOLUTION:

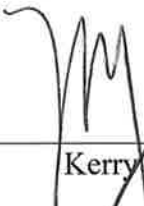
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18th day of September 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Municipal Advisory agreement on Jail financing is approved.

A copy of the agreement is attached.

RECORD: Approved by roll call vote 10 Yes 1 No 1 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Absent
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	No
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:



 Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, 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 22nd day of September 2023.

abby a. short

Abby Short, County Clerk



Municipal Advisory Services Agreement

This Municipal Advisory Services Agreement (the “Agreement”) is between **RSA ADVISORS, LLC** (the “Advisor”) and **CHEATHAM COUNTY GOVERNMENT** (“Client”), who has appointed Advisor to perform the municipal advisory services described herein to and for Client. In consideration of the mutual covenants made in this Agreement, and intending to be legally bound by this Agreement, the Advisor and Client agree as follows:

1. Effective Date. The effective date of this Agreement (the “Effective Date”) is September __, 2023 and the Agreement relates to the financing of the expansion and renovation of Client’s County Jail (the “Project”).

2. Appointment. Client appoints and retains the adviser as a “municipal adviser” as that term is defined in Section 15B(e)(4)(A)(i) of the Securities Exchange Act of 1934 (the “Act”). The Advisor accepts such appointment and retention, all on the terms and conditions set forth in this Agreement.

3. Municipal Advisory Services. Advisor will provide the services set forth on the attached Schedule A (the “Municipal Advisory Services”). Advisor will provide the Municipal Advisory Services to Client on an as-requested basis by Client; provided, however, that Advisor’s obligations under this Agreement will be expressly limited to the Municipal Advisory Services. Notwithstanding the foregoing, if Client requests Advisor to provide services in connection with a particular municipal issuance-related matter and the parties agree that the services that will be required to be provided in connection therewith differ in scope from the Municipal Advisory Services, the parties will negotiate a mutually agreeable set of services that will be provided by Advisor to Client. Upon the parties’ agreement to a particular set of alternative services, Advisor will deliver to Client an addendum to this Agreement (an “Addendum”). Any such Addendum will set forth the scope of Advisor’s engagement with respect to such municipal issuance-related matter, as well as any alterations to the terms of this Agreement that may have been agreed to by the parties in connection with such alternate services.

4. Representations by Advisor. Advisor represents and warrants as follows:

- A. It is registered as a municipal advisor pursuant to Section 15B of the Act.
- B. It has the power and authority to enter into and perform this Agreement.
- C. In providing the Municipal Advisory Services it has a fiduciary duty to Client pursuant to Section 15B(c)(1) of the Act, as well as a duty of loyalty and a duty of care pursuant to Municipal Securities Rulemaking Board (“MSRB”) Rule G-42.

5. Representations by Client. Client represents and warrants as follows:

- A. It is a municipal entity as that term is defined in Section 15B(e)(8) of the Act.
- B. The person signing this Agreement on behalf of Client has all necessary authority to do so.

C. The execution of this Agreement and the performance thereof has been duly authorized in accordance with applicable law and is enforceable against Client pursuant to applicable law.

6. Provision of Information by Client. Client will make available to Advisor in connection with its provision of the Municipal Advisory Services, at reasonable times as requested by the Advisor, any information and material pertaining to Client, any prospective financing, bond issuance, or otherwise municipal issuance-related, as well as any other information determined necessary by the Advisor for the provision of the Municipal Advisory Services. Client acknowledges that all opinions and advice given by Advisor pursuant to this Agreement are intended solely for the benefit and use of Client. The Client acknowledges and understands that it will be responsible for the accuracy and completeness of all information provided by Client to Advisor pursuant to this Agreement.

7. Disclosure.

A. Conflicts of Interest. Set forth on the attached Schedule B is disclosure by Advisor of any conflicts of interest relating to Advisor's provision of the Municipal Advisory Services.

B. Disciplinary History. Set forth on the attached Schedule C is a description of any legal events or disciplinary history of Advisor and any relevant Advisor personnel.

C. Acknowledgment of Receipt of Disclosure. Client undertakes to review and consider the disclosure made by Advisor pursuant to this Section 7. Client acknowledges receipt of these disclosures prior to the execution of this Agreement.

8. Limitation on Liability. Advisor undertakes to perform only those duties that are specifically set forth in this Agreement. Both Advisor and Client acknowledge that no other person or entity will have any rights or obligations hereunder except as expressly provided herein. Advisor and its directors, officers, employees and agents will be entitled to rely upon any information or instructions furnished to it (or any of them as individuals) which, after reasonable inquiry by Advisor, is believed in good faith to be accurate and reliable.

9. Indemnification. To the maximum extent permitted by law, Advisor hereby agrees to indemnify, defend and hold Client harmless from and against any and all losses, claims, damages, expenses, including without limitation, reasonable attorney's fees, costs, liabilities, demands and causes of action (collectively referred to herein as "Damages") which Client may suffer or be subjected to as consequence of acts or omissions of Advisor or Advisor's employees, officers, agents or contractors. Notwithstanding the foregoing, neither party will be liable to the other for Damages suffered by the other party to the extent those Damages are the consequence of: (a) events or conditions beyond the control of the party, including without limitation, changes in economic conditions; (b) actions of the party which were reasonable based on facts and circumstances existing at the time and known to the party at the time the service was provided; or (c) errors made by a party due to its reliance on facts and materials provided to the party by the other party. Whenever Client becomes aware of a claim with respect to which it may be entitled to indemnification hereunder, it will promptly provide written notice to Advisor, which will include a description of the nature of the claim. If the claim arises from a claim made against Client by a third party, Advisor will have the right, at its expense, to assume the defense thereof, and to employ

legal counsel in connection therewith. Advisor may only compromise or settle such claim with the consent of Client, such consent not to be unreasonably withheld, conditioned or delayed.

10. Fees and Expenses. The compensation of Advisor for the performance of the Municipal Advisory Services under this Agreement and for the payment of expenses is described on the attached Schedule of Fees found on Schedule D. Unless agreed to in writing by the parties, Advisor will not receive any other compensation, direct or indirect, for its services under this Agreement.

11. Assignment. This Agreement is not assignable by either party hereto without the prior written consent of the other party.

12. Term of Agreement and Termination. This Agreement will be effective as of the Effective Date and will remain in effect until terminated by either party, with or without cause, upon thirty (30) days' prior written notice to the other party. A termination of this Agreement without cause will not relieve Client of its obligations to pay Advisor for any and all Municipal Advisory Services rendered and expenses incurred prior to the effective date of termination and if within 12 months following such termination without cause, the Client completes the financing for the Project the Client shall pay RSA Advisors an equitable portion of the Municipal Advisory fee pursuant to the information provided in Schedule D.

13. Notices. Unless otherwise specified herein, all notices, instructions and advice with respect to any matter contemplated by this Agreement will be deemed duly given when received in writing by Advisor at the address specified below or when deposited by first class mail addressed to (or delivered by hand to) Client at the address specified below. Advisor may rely on such notice from any person reasonably believed by it to be genuine and authorized. For purposes of this section and any other notices contemplated in this Agreement, the following addresses will be used until modified in writing:

For Advisor: RSA Advisors, LLC
147 East Third Street
Lexington, KY 40508
Attention: Joe Lakofka, Managing Director

For Client: Cheatham County Government
354 Frey Street, Suite E
Ashland City, TN 37015
Attention: Sandrine Batts, Director of Accounts & Budgets

With Copies to: Office of the County Mayor
350 Frey Street
Ashland City, TN 37015

Law Office of Michael B. Bligh
Two Brentwood Commons, Suite 150
750 Old Hickory Boulevard
Brentwood, TN 37027

14. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to Advisor's provision of Municipal Advisory Services and, except as otherwise provided in this Agreement, can be amended only by a written document signed by the parties.

15. Governing Law; Venue. This Agreement will be construed and the rights and obligations of the parties under this Agreement enforced, in accordance with the laws of the State of Tennessee. The venue for resolving any dispute arising out of or relating to this Agreement are the state and federal courts located in or having jurisdiction over Cheatham County, Tennessee.

16. Survival of Provisions. In the event of termination of this Agreement pursuant to Section 12, operation of law or otherwise, the provisions of Section 10, 12 and Schedule D will remain in effect so as to ensure the payment of fees and expenses owed to Advisor, as well the provisions of Sections 8, 9, 13, 14 and 15 as necessary to give effect thereto.

The parties have caused this Agreement to be executed by their duly authorized officers as of the Effective Date.

RSA Advisors, LLC

Cheatham County Government

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE A
MUNICIPAL ADVISORY SERVICES & STANDARD OF CARE

Following are the Municipal Advisory Services to be provided by Advisor pursuant to the terms of this Agreement:

Securities Issuance. Unless otherwise agreed to by the parties, in connection with any request for services relative to any new money issuance, refunding of a prior issuance or other financings (each referred to herein as a “Transaction”), the Advisor will perform the following services, as applicable:

1. Provide general financial advice relative to any Transaction.
2. Survey the financial resources of Client to determine its borrowing capacity and analyze existing debt structure as compared to the existing and projected sources of revenues including any future financing requirements projected by Client.
3. Assist in the development of a plan or plans for the financing or refinancing of any improvements through the issuance of general bond obligations, loans and/or notes, school bonds, revenue or refunding bonds, or other type of financing alternatives that may be available and appropriate for the particular issuance (“Debt Obligations”).
4. Recommend to Client an amount, the maturity structure, call provisions, pricing, and other terms and conditions of the Debt Obligation.
5. Advise Client on current market conditions, forthcoming bond, loans and note issues, federal, state or other tax law considerations, and other general information and economic data that might normally be expected to influence the interest rates of the financing.
6. Assist Client in the analysis of and the selection of a credit rating firm or firms for the Debt Obligation and further assist in the development and presentation of information to obtain a credit rating or credit ratings for the Debt Obligation.
7. Advise Client on utilizing credit enhancement and provide assistance in seeking such credit enhancement if, in the opinion of Advisor, such credit enhancements would be advantageous to Client.
8. Assist in coordinating the financing activities between various parties to any Transaction as needed.
9. Assist Client in selecting and, working with, members of a working group to procure services deemed necessary to the issuance or post-issuance requirements of the Debt Obligation. Services that may be procured may include, but are not limited to: bond counsel; special tax counsel; disclosure counsel; trustee selection; paying agent selection; credit facilities; underwriter; and printing services.
10. Prepare or cause to be prepared in cooperation with other transaction participants all financing documents, including but not limited to the preliminary and final offering

statement, any governing body resolutions, purchase agreement, and any official notice of sale and distribute such documents in accordance with applicable laws and regulations.

11. Communicate with potential underwriters or investors, as appropriate to any Transaction, to ensure that each is furnished with the information they need to render an independent, informed purchase or investment decision concerning the Client's proposed financing.
12. Assist and advise Client in receiving and analyzing bids or pricing levels and tabulate all bids and pricing as well as performing verification of mathematical accuracy of such bids and pricing and for compliance with any applicable published requirements of the sale.
13. Assist and advise Client in the awarding of the Debt Obligations to the successful bidders or purchasers.
14. Calculate the "Bond Yield" based on the arbitrage provisions of the Internal Revenue Code of 1986 and advise Client on the maximum allowable yield on the investment of Debt Obligation proceeds. If requested, Advisor will advise Client on the investment of the proceeds of the Debt Obligations so as to maximize the arbitrage potential under applicable law.
15. Prepare or cause to be prepared required state (e.g., Form CT-0253) and federal (e.g., Form 8038-G) reporting forms to be filed in accordance with applicable requirements.
13. Coordinate with the proper parties and oversee the closing process so as to ensure the efficient delivery of the Debt Obligations to the applicable purchaser.

Duty of Care and Loyalty (MSRB Rule G42)

Duty of Care. Municipal advisors must exercise due care in performing their municipal advisory activities. The duty of care includes, but is not limited to:

A municipal advisor must possess the degree of knowledge and expertise needed to provide the municipal entity or obligated person client with informed advice.

A municipal advisor also must make a reasonable inquiry as to the facts that are relevant to a client's determination as to whether to proceed with a course of action or that form the basis for any advice provided to the client.

A municipal advisor must undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. Among other matters, a municipal advisor must have a reasonable basis for:

(a) any advice provided to or on behalf of a client;

(b) any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by the client, any other party involved in the municipal securities transaction or municipal financial product, or investors in the municipal entity client's securities or securities secured by payments from an obligated person client; and

(c) any information provided to the client or other parties involved in the municipal securities transaction in connection with the preparation of an official statement for any issue of municipal securities as to which the municipal advisor is advising.

Duty of Loyalty. Municipal advisors must fulfill a duty of loyalty in performing their municipal advisory activities for municipal entity clients. The duty of loyalty includes, but is not limited to:

A municipal advisor must deal honestly and with the utmost good faith with a municipal entity client and act in the client's best interests without regard to the financial or other interests of the municipal advisor.

~~A municipal advisor must not engage in municipal advisory activities for a municipal entity client if it cannot manage or mitigate its conflicts of interest in a manner that will permit it to act in the municipal entity's best interests.~~

SCHEDULE B CONFLICTS OF INTEREST DISCLOSURE

RSA Advisors, LLC ("RSA Advisors") is a registered municipal advisory firm registered with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"). In accordance with MSRB rules, this disclosure statement is provided by RSA Advisors to each client prior to the execution of its advisory agreement with written disclosures of any material conflicts of interest that are required to be disclosed with respect to providing municipal advisory services pursuant to MSRB Rule G-42(b) and (c) (ii).

RSA Advisors employs a number of resources to identify and subsequently manage actual or potential conflicts of interest, in addition to disclosing actual and potential conflicts of interest. These resources include the implementation of policies and procedures and a supervisory structure.

Compensation Based: The fees due under a Municipal Advisor Agreement may be based on the size of the transaction and the payment of such fees shall be contingent upon the closing of the transaction. While this form of compensation is usual and customary in the municipal securities market, this may present a conflict of interest. RSA Advisors believes that this conflict of interest will not impair our ability to render unbiased advice or to fulfill our fiduciary duty to the client.

Sponsorships and Donations: Upon request, RSA Advisors may provide sponsorships or donations to various municipal organizations (to which the Client may be a member), charitable organizations or client-sponsored events. RSA Advisors limits the size of any such sponsorship or donation to a reasonable level taking into consideration various matters such as the purpose of the organization, other sponsorships or donations made to the organization and RSA Advisors' role and physical presence in the community and the state.

Other Municipal Advisory Relationship: RSA Advisors serves a wide variety of clients that may potentially have interests that could have a direct or indirect impact on the interests of the

client. RSA Advisors could potentially face a conflict of interest arising from these competing client interests. None of these other relationships or engagements would impair RSA Advisors' ability to fulfill its regulatory duties to the client.

To our knowledge, following reasonable inquiry, we are not aware of any actual or potential conflicts of interest that could reasonably be anticipated to impair our ability to provide advice to or on behalf of the client in accordance with the applicable standards of conduct of MSRB Rule G-42. If RSA Advisors becomes aware of any potential or actual conflict of interest after this disclosure, we will disclose the detailed information in writing to the client in a timely manner including a plan for mitigation.

SCHEDULE C
DISCIPLINARY HISTORY DISCLOSURE

RSA Advisors, LLC (as a Registered Municipal Advisory firm) is required to file with the Securities and Exchange Commission ("SEC"), and thereafter update as necessary, a Form MA. In addition, for all registered personnel that provide municipal advisory services, each Municipal Advisor is required to file with the SEC, and thereafter update as necessary, a Form MA-I. Forms MA and MA-I include information about criminal actions, investigations, terminations, judgments, liens, civil actions, customer complaints, arbitrations and civil litigation relating to Advisor and its municipal advisory personnel. Client may access Advisor's most recent Form MA and each most recent Form MA-I filed with the SEC by visiting the SEC's EDGAR website at: www.sec.gov.

**SCHEDULE D
SCHEDULE OF FEES**

Securities Issuance

1. On the sale and delivery of securities, the Issuer shall pay the Municipal Advisor a fee of \$50,000.00 at closing.
 2. Municipal Advisor shall have no obligation to pay from its fee any other expenses associated with issuance of the Series of Bonds, including but not limited to: local counsel fees, special tax counsel fees, consultant fees, paying agent, escrow agent and/or registrar fees and bond rating services.
-

General Municipal Advisory Services Fee

Regarding any general services not outlined in Schedule A (General Municipal Advisory Services), the Advisor and Issuer shall separately agree to the amount of the fee payable in respect of any such service or services requested by the Issuer.

RESOLUTION: 12

RESOLUTION TITLE: To Amend The Guaranteed Price Maximum Amendment To The Construction Manager Contract With Bell & Associates Construction, LLC To Authorize The Construction Of The Addition And Renovation Of The County Jail By Adding The Buildout Of Courtrooms Not To Exceed Four Million Dollars (\$4,000,000.00)

DATE: September 18, 2023

MOTION BY: Mr. David Anderson

SECONDED BY: Mr. Chris Gilmore

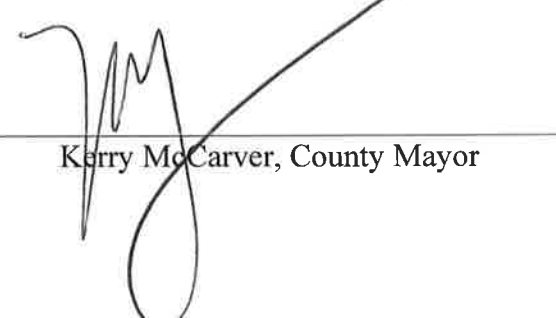
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18th day of September 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve the amendment of the Guaranteed Price Maximum Amendment to the Construction Manager contract with Bell & Associates Construction, LLC to authorize the construction of the addition and renovation of the County Jail by adding the buildout of Courtrooms not to exceed four million dollars (\$4,000,000.00).

RECORD: Approved by roll call vote 9 Yes 1 No 1 Absent 1 Abstain

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Abstain	Diana Pike Lovell	Absent
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	No
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, 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 22nd day of September 2023.



Abby Short
Abby Short, County Clerk

RESOLUTION: 13

RESOLUTION TITLE: To Approve The County Jail Project And Authorize Execution Of An Amendment To The Construction Manager Contract Specifying The Guaranteed Maximum Price By Adding The Buildout Of Courtrooms Not To Exceed 4 Million Dollars As Amended

DATE: September 18, 2023

MOTION BY: Mr. Calton Blacker

SECONDED BY: Mr. Mike Breedlove

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18th day of September 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Cheatham County Jail is in need of significant remodeling and expansion (the “County Jail Project”); and

Whereas Cheatham County has retained an architect and a construction manager to develop plans and cost estimates for the County Jail Project including a guaranteed maximum price developed by the construction manager.

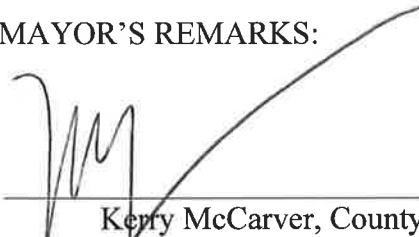
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18th day of September 2023 in the General Session Court Room of Cheatham County Tennessee as follows:

1. The Cheatham County Legislative Body determines that proceeding with the County Jail Project in accordance with the plans that have been presented is in the best interest of Cheatham County and the County Mayor is authorized and directed to proceed with such steps as are reasonably necessary for the construction the County Jail Project including retaining bond counsel to represent Cheatham County in connection with the necessary financing.
2. The guaranteed maximum price for the County Jail Project is accepted and the County Mayor is authorized to execute the amendment to the contract with Bell Construction in substantially the form presented to the Cheatham County Legislative Body subject to such revisions as may be approved by the County Mayor and County Attorney.
3. The County Mayor is further authorized to execute an amendment to the contract to increase the guaranteed maximum price by an amount not to exceed \$4,000,000 for the sole purpose of building out new courtrooms.

RECORD: Approved by roll call vote 9 Yes 1 No 1 Absent 1 Abstain

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Abstain	Diana Pike Lovell	Absent
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	No
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, 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 22nd day of September 2023.





Abby Short, County Clerk


RESOLUTION: 14
RESOLUTION TITLE: To Approve The Generator Installation At Animal Control
DATE: September 18, 2023
MOTION BY: Mr. Calton Blacker
SECONDED BY: Mr. Eugene O. Evans, Sr.
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18th day of September 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the generator installation at Animal Control in the amount of \$16,000 is approved.

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

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Absent
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, 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 22nd day of September 2023.




Abby Short, County Clerk

RESOLUTION: 15

RESOLUTION TITLE: A Resolution To Recognize The Accomplishments Of Samuel And Daniel Davis

DATE: September 18, 2023

MOTION BY: Mr. David Anderson

SECONDED BY: Mr. Chris Gilmore

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18th day of September 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, Samuel and Daniel Davis reside in Cheatham County and attend Sycamore High School; and have obtained Eagle Scout rank in their years of dedication and performance in Boy Scouts of America; and

WHEREAS, Samuel's Eagle Scout project included the improvement at Sycamore High Band with the construction of shelving for the hats and marching shoes; and

WHEREAS, Daniel's Eagle Scout project constructed a gaga ball pit for dodgeball at Sycamore High School to bring additional physical education opportunities and activities to students; and

WHEREAS, Samuel and Daniel completed the Scout's Dolphin award and the required a one-mile swim, while improving swimming, fire building, leadership skills while meeting people from all over the State of Tennessee; and

WHEREAS, Samuel and Daniel completed National Youth Leadership Training; and

WHEREAS, Samuel and Daniel participate in the Southern Region Teen Leadership Conference Planning Commission and Cheatham County Youth Leadership; and

WHEREAS, Samuel serves as President of the Sycamore High School Key Club, a member of the Sycamore High Band, President of the 4-H Honor Club, and

WHEREAS, Daniel competed in a triathlon event at summer camp and developed life, hobby and safety skills; and

WHEREAS, Daniel serves as Sycamore High Science National Honor Society President; and

WHEREAS, Daniel is a member of the Sycamore High School Cross Country team

WHEREAS, the brother recently attended the Technology Student Association National Competition in Louisville, KY, finishing 5th place in the Tech Problem Solving competition.

THEREFORE, BE IT RESOLVED by the Cheatham County Legislative Body and mayor on this 18th Day of September, 2023, in the General Sessions Courtroom at the Cheatham County Courthouse to recognize Samuel and Daniel Davis on their accomplishments and to congratulate the brothers on the positive impact they have had on Sycamore High School and Cheatham County.

RECORD: Approved by voice vote 1 Absent.

David Anderson

Bill Powers

Calton Blacker

Walter Weakley

Ann Jarreau

Diana Pike Lovell Absent

Tim Williamson

Eugene O. Evans, Sr.

Chris Gilmore

James Hedgepath

B.J. Hudspeth

Mike Breedlove

CHEATHAM COUNTY MAYOR'S REMARKS:


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT:

I, Abby Short, 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 22nd day of September 2023.


Abby Short, County Clerk



RESOLUTION: 16

RESOLUTION TITLE: To Impose A New Driveway Permit Fee To Be Collected By The Building And Codes Department

DATE: September 18, 2023

MOTION BY: Mr. Walter Weakley

SECONDED BY: Mr. Calton Blacker

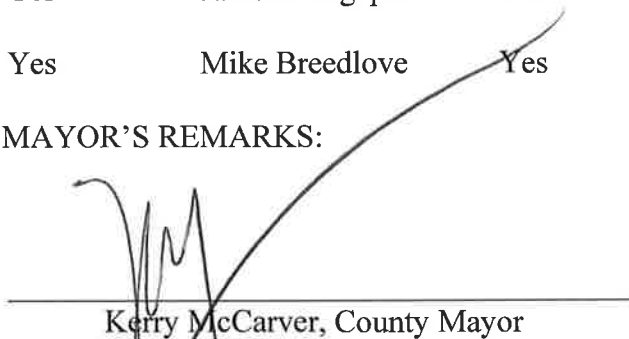
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18th day of September 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to impose a new driveway permit fee in the amount of \$20.00 for the Building and Codes Department with a current \$5.00 Archive fee for a total of \$25.00 to be collected by the Building and Codes Department effective October 1, 2023.

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

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Absent
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, 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 22nd day of September 2023.



Abby Short

Abby Short, County Clerk

RESOLUTION: 17
RESOLUTION TITLE: Consent Calendar
DATE: September 18, 2023
MOTION BY: Mr. Chris Gilmore
SECONDED BY: Mr. B.J. Hudspeth

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18th day of September 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the following Consent Calendar and applicants for Notary Public are approved:

Notaries

*Megan CE Broad
Grace Hamlett
Reina Isabel Rivera Perez
Dawn Walker*

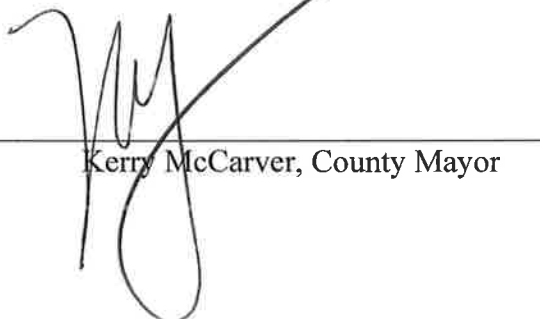
*Ashlee Claus
Valerie Kemp
Julie D. Roche
Johnna Woody*

*Chris Fudge
Crystal M. Palmore
Janice S. Thomas*

RECORD: Approved by voice vote 1 Absent.

David Anderson	Bill Powers
Calton Blacker	Walter Weakley
Ann Jarreau	Diana Pike Lovell Absent
Tim Williamson	Eugene O. Evans, Sr.
Chris Gilmore	Jimmy Hedgepath
B.J. Hudspeth	Mike Breedlove

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, 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 22nd day of September 2023.

Abby Short

Abby Short, County Clerk



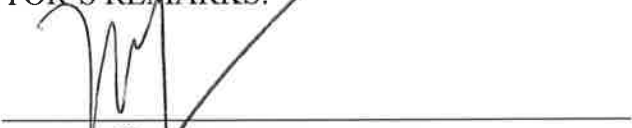
RESOLUTION: 18
RESOLUTION TITLE: Adjourn
DATE: September 18, 2023
MOTION BY: Mr. Walter Weakley
SECONDED BY: Mr. Calton Blacker
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 18th day of September 2023 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 7:27 P.M.

RECORD: Approved by voice vote 1 Absent.

David Anderson	Bill Powers
Calton Blacker	Walter Weakley
Ann Jarreau	Diana Pike Lovell Absent
Tim Williamson	Eugene O. Evans, Sr.
Chris Gilmore	James Hedgepath
B.J. Hudspeth	Mike Breedlove

CHEATHAM COUNTY MAYOR'S REMARKS:


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, 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 22nd day of September 2023.




Abby Short, County Clerk