

**REGULAR SESSION AGENDA
FRANKLIN COUNTY
BOARD OF COMMISSIONERS
7:00 PM
Franklin County Courthouse**

Monday September 18, 2017

- 1) **CALL TO ORDER** Chairman Eddie Clark
Opening & Pledge of AllegianceSheriff Tim Fuller
InvocationCommissioner Barbara Finney

ROLL CALL Deputy Clerk Mary Sons
Declaration of QuorumChairman Eddie Clark

2) **PUBLIC HEARING:**

- a) Rezoning for Applicant Charles Yokley, Agent for Daniel Metcalf
- b) Rezoning for Applicant Ellis W. Ashley

3) **APPROVAL OF MINUTES:**

Regular Session – July 17, 2017 Book 32, Pages 555-671
Special Called Session – July 31, 2017 Book 33, Pages 1-110

4) **REPORT OF THE FINANCE DIRECTOR: 1-20**

- a) Report of Revenues and Expenditures (June - July 2017)
- b) Quarter Reports for County General, Highway, Board of Education

5) **RECOMMENDATIONS/COMMUNICATIONS:**

- a) Stanley Bean, Director of Schools

6) **COMMITTEE/DEPARTMENT REPORTS: 21-27**

- a) Trustee's Interest Earned Analysis & Comparison (June, July 2017)
- b) Local Option Sales Tax Analysis & Comparison (June, July 2017)
- c) Legislative Committee Minutes (September 7, 2017)
- d) Finance Committee Minutes (September 7, 2017)

7) **OLD BUSINESS:** None

8) NEW BUSINESS/RESOLUTIONS: 28-111

- a) Resolution 8a-0917 Amending the General Fund & Library Fund Budgets
- b) Resolution 8b-0917 Amending the BOE General Purpose School Budget
- c) Resolution 8c-0917 Amending the FC Centralized Cafeteria Budget
- d) Resolution 8d-0917 Authorizing a Multiple Year Contract for Online Backup Protection Services for the FC Sheriff
- e) Resolution 8e-0917 Authorizing a Multiple Year Lease & Maintenance Agreement for the FC Register of Deeds
- f) Resolution 8f-0917 Approving Contracted Services Agreement Between FC and Simplex Grinnell
- g) Grant Pre-Application, Health Department – Local Health Services
- h) Grant Pre-Application, County Commission – Community Development Block Grant
- i) Approval of Constable's Official Statutory Bond
- j) Annual Approval of Animal Control Regulations

9) ELECTIONS/APPOINTMENTS: 112-119

- a) Election of Chairman of Commission
- b) Election of Chairman Pro-Tempore
- c) Election of Nominating Committee
- d) Appointment of Commissioner 2nd District
- e) Appointment to Animal Control Board
- f) Appointment to Board of Zoning Appeals
- g) Appointment to Regional Planning Commission
- h) Appointment to Sheriff's Civil Service Board
- i) Appointment to Consolidated Communications
- j) Approval of (14) Applicants for Notary Public

Comments

Adjournment

Benediction: Commissioner Barbara Finney

EC/ms

F.C. Planning & Zoning Department

NOTICE OF PUBLIC HEARING

In conformity with TCA-13-7-105, a public hearing will be held by the Franklin County Board of Commissioners on September 18, 2017 at 7:00 P.M. at the Franklin County Courthouse to consider the adoption of amendment(s) to the Zoning Map of Franklin County.

THE ESTILL SPRINGS MUNICIPAL REGIONAL PLANNING COMMISSION RECOMMENDS THE FOLLOWING ITEM FOR REZONING:

1. Rezoning from A, Agricultural to R-1, Single Family Residential. 17th Civil District. Franklin County Property Map No. 34, Parcels 23.00, 23.04, 23.06, 23.07, 23.08, 23.09 and 23.10. Location – Honey Lane. Size – approximately 77.92 +/- acres. Applicant – Charles Yokley, Agent for Daniel Metcalf.

THE FRANKLIN COUNTY REGIONAL PLANNING COMMISSION RECOMMENDS THE FOLLOWING ITEM FOR REZONING:

2. Rezoning From A, Agricultural and R-2, General Residential to I, Industrial. 9th Civil District. Franklin County Property Map No. 29, Parcel 35.00 (Part). Location – U.S. Highway 64 (David Crockett Parkway East). Size – approximately 5.63 +/- acres. Applicant – Ellis W. Ashley.

The proposed amendments may be reviewed in the Planning/Zoning Department, Courthouse Basement Room 109, Winchester TN. All persons affected by the proposed amendments are invited to appear in person or be represented by agent or petition for the purpose of expressing themselves in support of or in opposition to the rezoning and zoning text amendments.

This 29th day of August, 2017.

Janet Petrunich
Director/Building Commissioner
Franklin County Planning and Zoning Department
Winchester, TN 37398
Phone (931) 967-0981 Fax (931) 962-1462 E-mail at jpetrunich@franklincotn.us

Building Permits are required in Franklin County

Franklin County Planning & Zoning Department

Memo

September 8, 2017

To: Franklin County Board of Commissioners

From: Janet Petrunich, Director/Building Commissioner



Re: Rezoning for Charles Yokley, Agent for Daniel Metcalf.

The Estill Springs Municipal-Regional Planning Commission Recommends The Following Item For Rezoning:

Item one (1).

Rezoning from A, Agricultural to R-1, Single Family Residential. 17th Civil District. Franklin County Property Map No. 34, Parcels 23.00, 23.04, 23.06, 23.07, 23.08, 23.09 and 23.10. Location – Honey Lane. Size – approximately 77.92 +/- acres. Applicant – Charles Yokley, Agent for Daniel Metcalf.



Town of Estill Springs

~The City Between The Lakes~

100 Hudgins Street
PO Drawer 100
Estill Springs, TN 37330

Telephone 931-649-5188
Facsimile 931-649-5971

April 4, 2017

Janet Petrunich
Franklin County Planning and Zoning Director
1 South Jefferson Street
Winchester, TN 37398

Dear Ms. Petrunich,
On the evening of April 3, 2017, the Estill Springs Municipal-Regional Planning Commission heard a request seeking a county zoning change from A, Agricultural to R-1, Single Family Residential District (Low Density) for the parcels indicated on the attached map. Upon hearing the request, the commission voted to recommend approval to rezone the properties to R-1 from A.

The parcels to be rezoned are listed below:

Map 34 Parcel 23.00
Map 34 Parcel 23.04
Map 34 Parcel 23.06
Map 34 Parcel 23.07
Map 34 Parcel 23.08
Map 34 Parcel 23.09
Map 34 Parcel 23.10

Sincerely,

Lisa Gamble, Chair
Estill Springs Municipal Regional Planning Commission

ATTEST:

Kelly Hall, Secretary
Estill Springs Municipal Regional Planning Commission



BY:

Mayor
James David Kelley

Vice Mayor
Earl Davis

Aldermen
J. D. Sons
Bobby Taylor
Derek Tucker

City Recorder/Finance Officer
Tina Smith

Chief of Police
Allen Rhodes

Fire Chief
David Pendergraft

Public Works Supervisor
Danny Jernigan

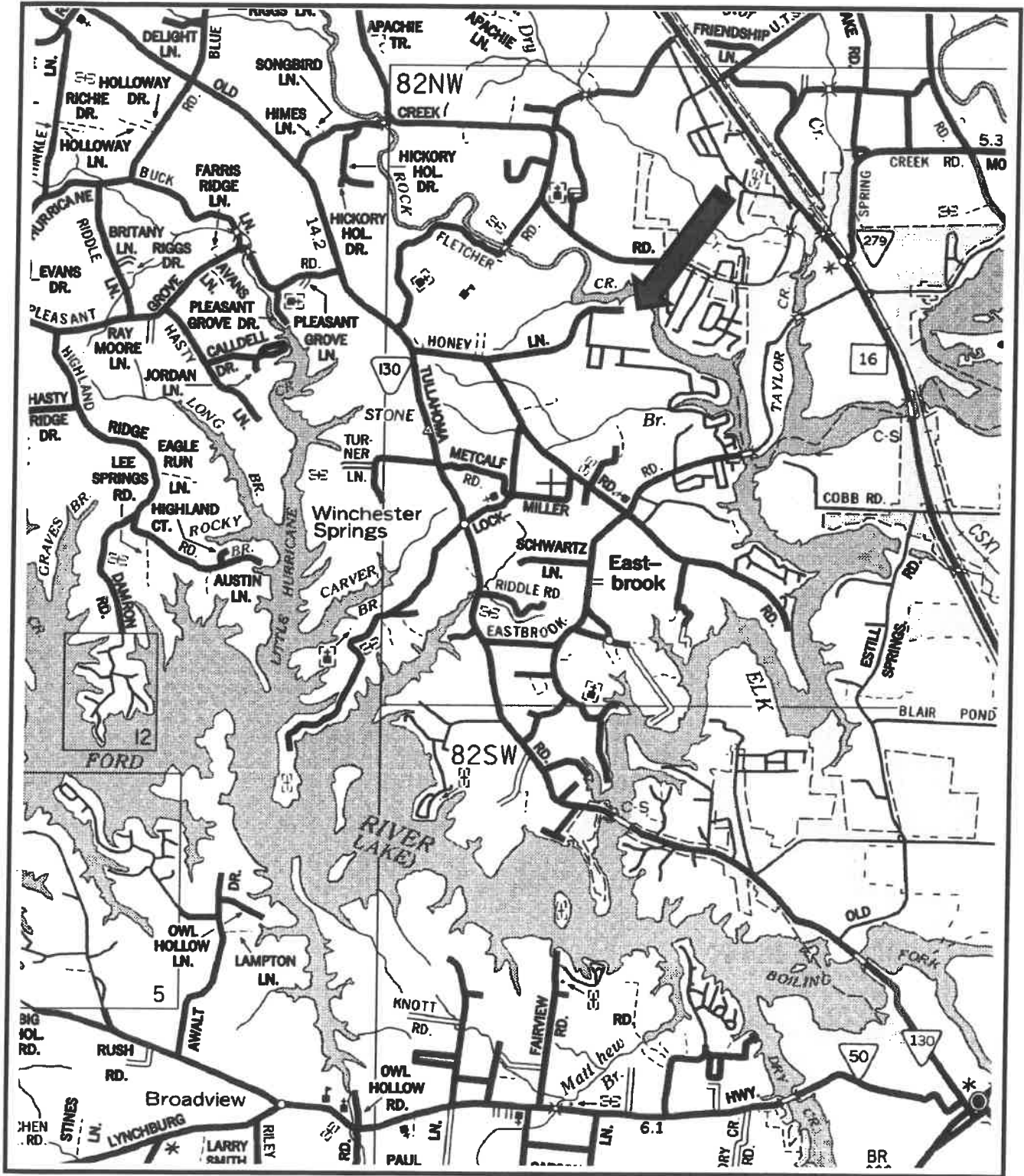
Building Inspector
Pat Sanders

City Engineer
Jimmy Highers

City Attorney
Andy Davis, Esq.

City Judge
Trudy Edwards, Esq.

General Map – Charles Yokley for Daniel Metcalf
County Commission – 9/18/2017





TEXT

ROAD_NAME

TEXT_PARCEL

LEADERLINES

ADDRESSES

PARCELS

HYDRO_P

HYDRO_L

FRANKLIN COUNTY, TENNESSEE



Map prepared by the Franklin County Planning Commission, 1000 North Main Street, Nashville, TN 37203. Map date: 10/2011. Map scale: 1 inch = 100 feet. Map projection: NAD 83, UTM Zone 18N. Map datum: NAD 83. Map coordinate system: UTM Zone 18N. Map units: Feet. Map accuracy: ± 1 foot. Map disclaimer: This map is for informational purposes only and does not constitute a warranty of any kind. The Franklin County Planning Commission is not responsible for any errors or omissions on this map.



GIS View - Charles Yokley for Daniel Metcalf
Map 34 - Parcels 23.00, 23.04, 23.06, 23.07, 23.08, 23.09 and 23.10
County Commission 9-18-17



Franklin County Planning & Zoning Department

Memo

September 8, 2017

To: Franklin County Board of Commissioners

From: Janet Petrunich, Director/Building Commissioner



Re: Rezoning for Ellis W. Ashley.

The Franklin County Regional Planning Commission Recommends The Following Item For Rezoning:

Item two (2).

Rezoning from R-2, General Residential and A, Agricultural to I, Industrial. 9th Civil District. Franklin County Property Map No. 29, Parcel 35.00 (Part). Location – Highway 64 (David Crockett Parkway East). Size – approximately 5.63 +/- acres. Applicant – Ellis W. Ashley.

Staff Report

Date: June 27, 2017
To: Franklin County Planning Commission
From: Staff

General Information

Applicant: Ellis "Woody" Ashley.

Status of Applicant: Property Owner.

Requested Action: Rezoning a portion of the parcel from A, Agricultural and R-2, General Residential to I, Industrial.

Purpose: To allow the establishment of a tree pruning/removal business and any other Use Permitted in an I, Industrial zoned district.

Existing Zoning: A, Agricultural and R-2, General Residential.

Location: 9th Civil District; Parcel 35.00 (Part), Franklin County, TN Property Map No. 29, located on Highway 64 (David Crockett Parkway East).

Size: A portion, 5.63 acres of a 36.48 acre parcel, is proposed to be rezoned.

Existing Land Use: Residential and agricultural.

Surrounding Land Use and Zoning:

North – Open, Agricultural, Residential, and A, Agricultural.

South – Open, Residential, Commercial, and R-2, General Residential, C, Commercial.

East – Agricultural, Residential, and A, Agricultural and R-2, General Residential.

West – Wooded, Residential, Agricultural, and R-2, General Residential, C, Commercial, I, Industrial.

Applicable Regulations: Franklin County Zoning Resolution – Article VI, Section 2 (Page 38); Article X, Section 3 (Page 80); Article IX, Section 1 (Page 67); and Article XV (Page 117).

Specific Information

Previous Action: A portion of the subject parcel was zoned R-2, General Residential with the adoption of zoning in 1974.

Proposed Activity: The applicant wishes to establish an additional location for an existing tree service business currently located on Modena Road. Storage/parking of equipment/trucks, tree trunks, logs and wood chips. Burning of "wood waste".

- Access:** The portion of the subject property to be rezoned fronts Highway 64 for approximately one thousand six hundred eleven (1611) feet. Highway 64 is a State Highway with a varying R-O-W and an asphalt surface.
- Utilities:** Public potable water is provided by Winchester Utilities. Power is available to the site and is provided by the Duck River Electric Corporation. Sanitary sewer services are assumed to be by individual septic system.
- Fire Protection:** Fire protection service is provided by the Alto/Oak Grove Volunteer Fire Department. There is a fire hydrant located approximately 2000' from the subject property on the north side of Old Alto Hwy.
- Other Public Services:** Police protection is provided by the Franklin County Sheriff's Department.
- Drainage/Flood:** Drainage is generalized to the west. There are no apparent low-lying or ponding areas on the site. The site is not in an identified FEMA flood hazard area per Map No. 47051C-0100E.
- Parcel Characteristics:** The proposed site is characterized as relatively level with an existing corn crop.
- Area Characteristics:** The immediate area is characterized by a mix of agricultural, religious, and residential activities. The general area is a mix of agricultural, religious, commercial, and industrial, with residential activities along the roadways.
- Planning Jurisdiction:** The site is located in the Franklin County Regional Planning Commission's jurisdiction.
- Other:** There are properties in the immediate area that are zoned C, Commercial and I, Industrial, however are not being utilized as such.
- Field Survey:** 6-16-17

Analysis

Staff recommends rezoning a portion of the subject property from A, Agricultural and R-2, General Residential to I, Industrial as requested.

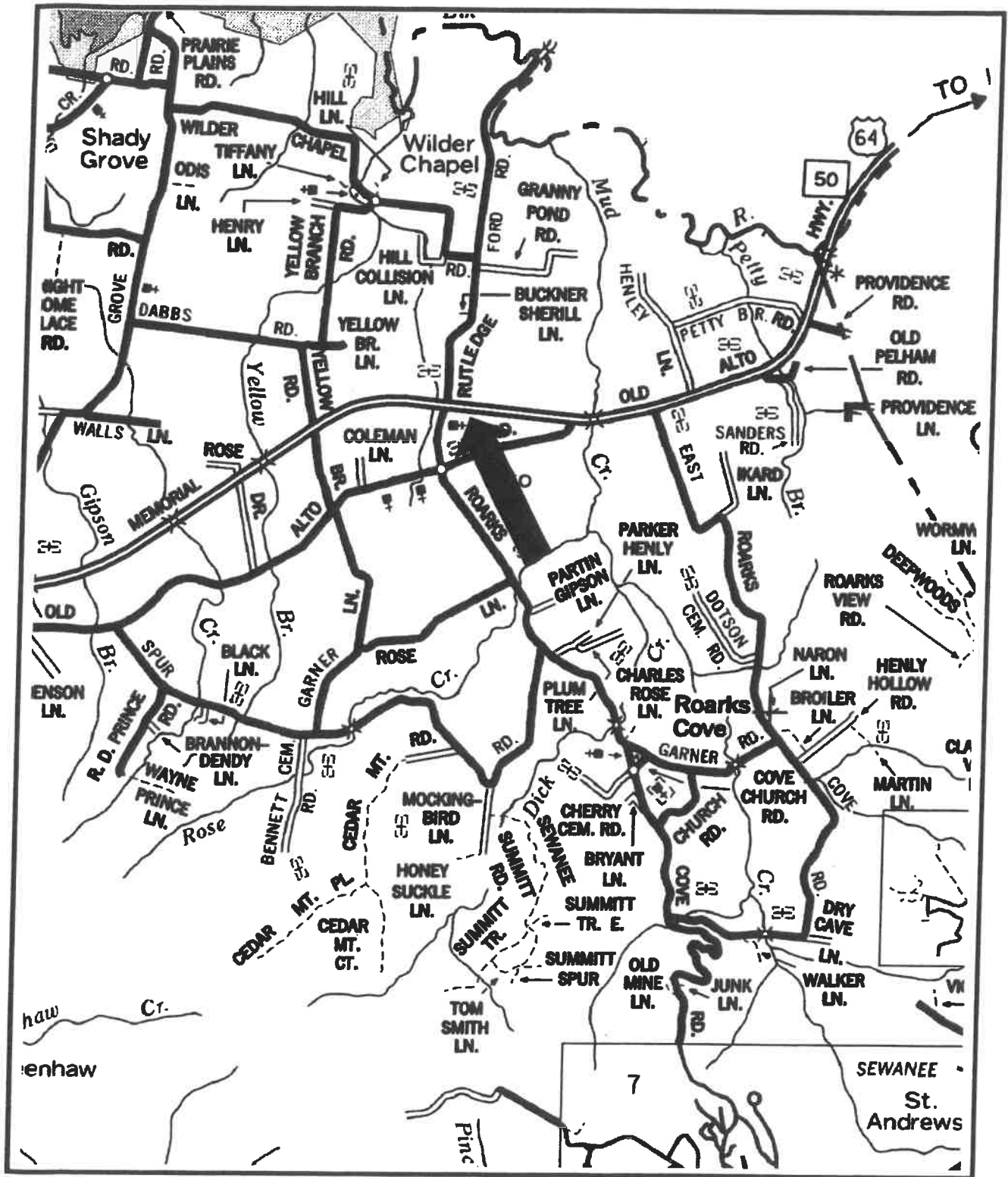
1. The proposal is generally in compliance with the Franklin County Zoning Resolution.

Attachments

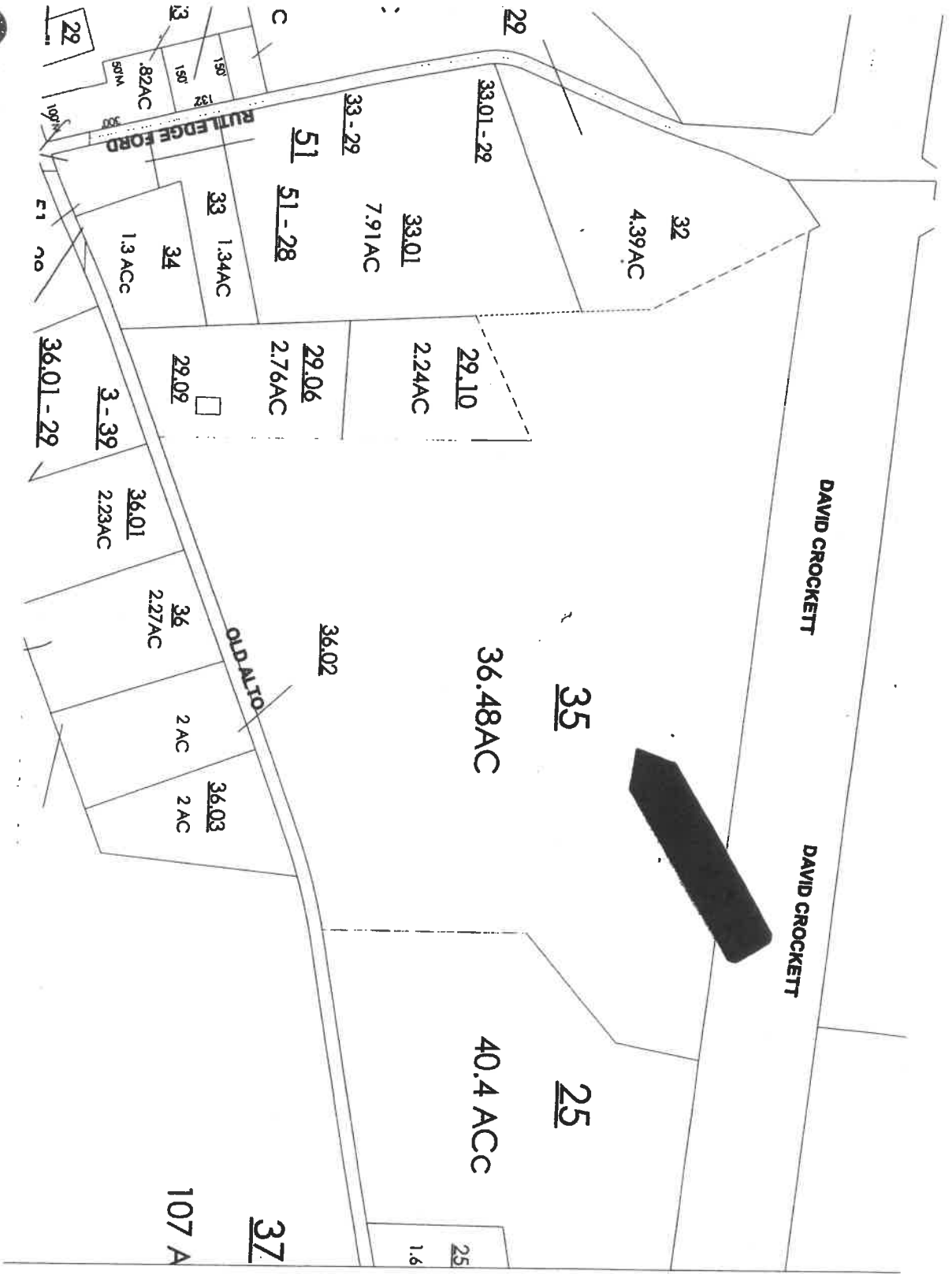
1. General Location Map.
2. Immediate Area Map.
3. Survey.
4. GIS View.

JP/cb

General Map – Ellis “Woody” Ashley
Planning Commission – 6/17/2017

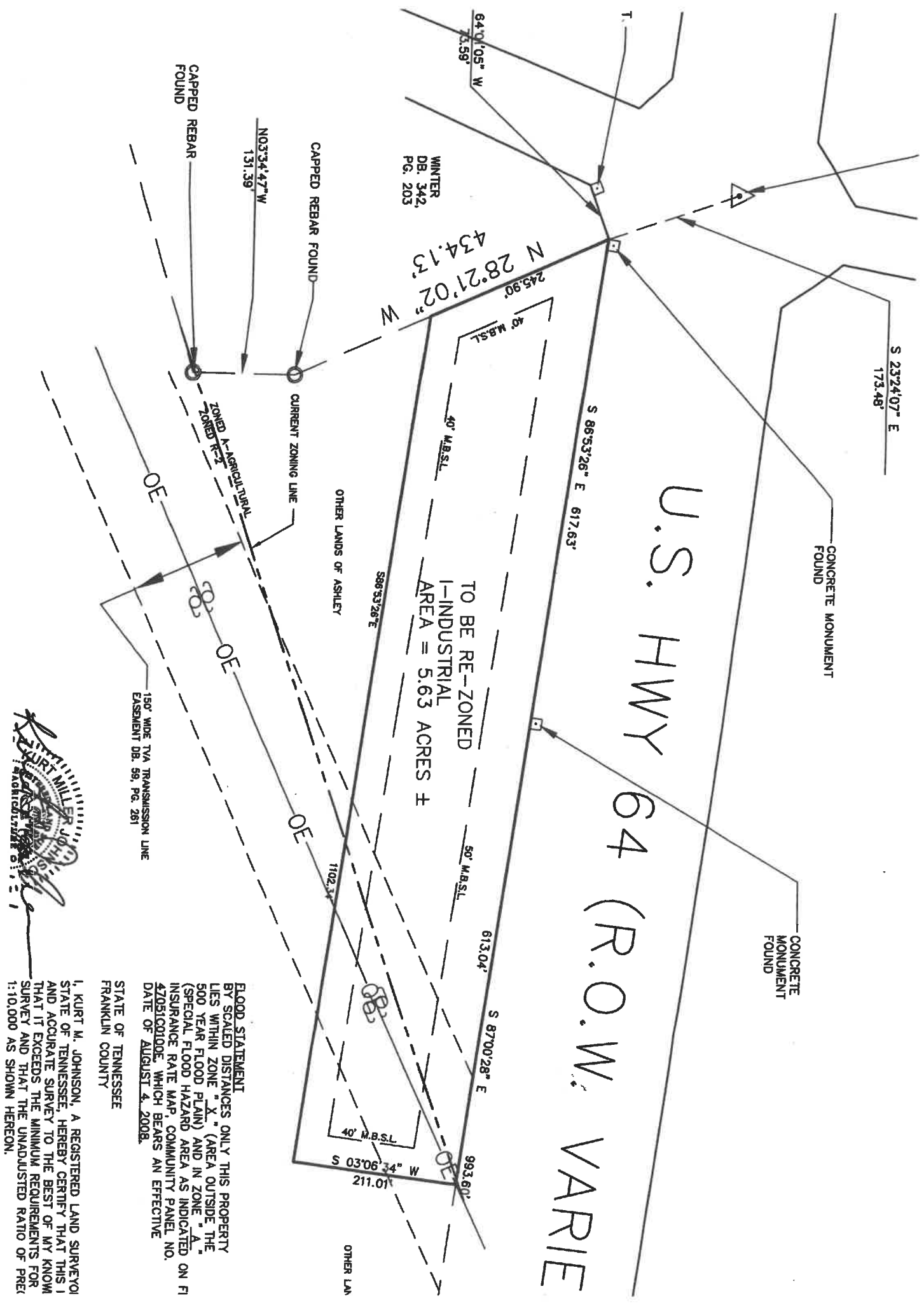


11/16



FRANKLIN COUNTY, TENNESSEE
 THE OFFICE OF THE COUNTY CLERK
 100 N. MAIN ST., FRANKLIN, TN 37067
 (615) 791-1234
 WWW.FRANKLINCOUNTYTN.GOV





WINTER
DB. 342,
PG. 203

CAPPED
REBAR
FOUND

N03°34'47"W
131.39'

CAPPED REBAR FOUND

CURRENT ZONING LINE
ZONED R-1
AGRICULTURAL

150' WIDE TVA TRANSMISSION LINE
EASEMENT DB. 59, PG. 261

TO BE RE-ZONED
I-INDUSTRIAL
AREA = 5.63 ACRES ±

U.S. HWY 64 (R.O.W. VARIE)

CONCRETE MONUMENT
FOUND

CONCRETE
MONUMENT
FOUND

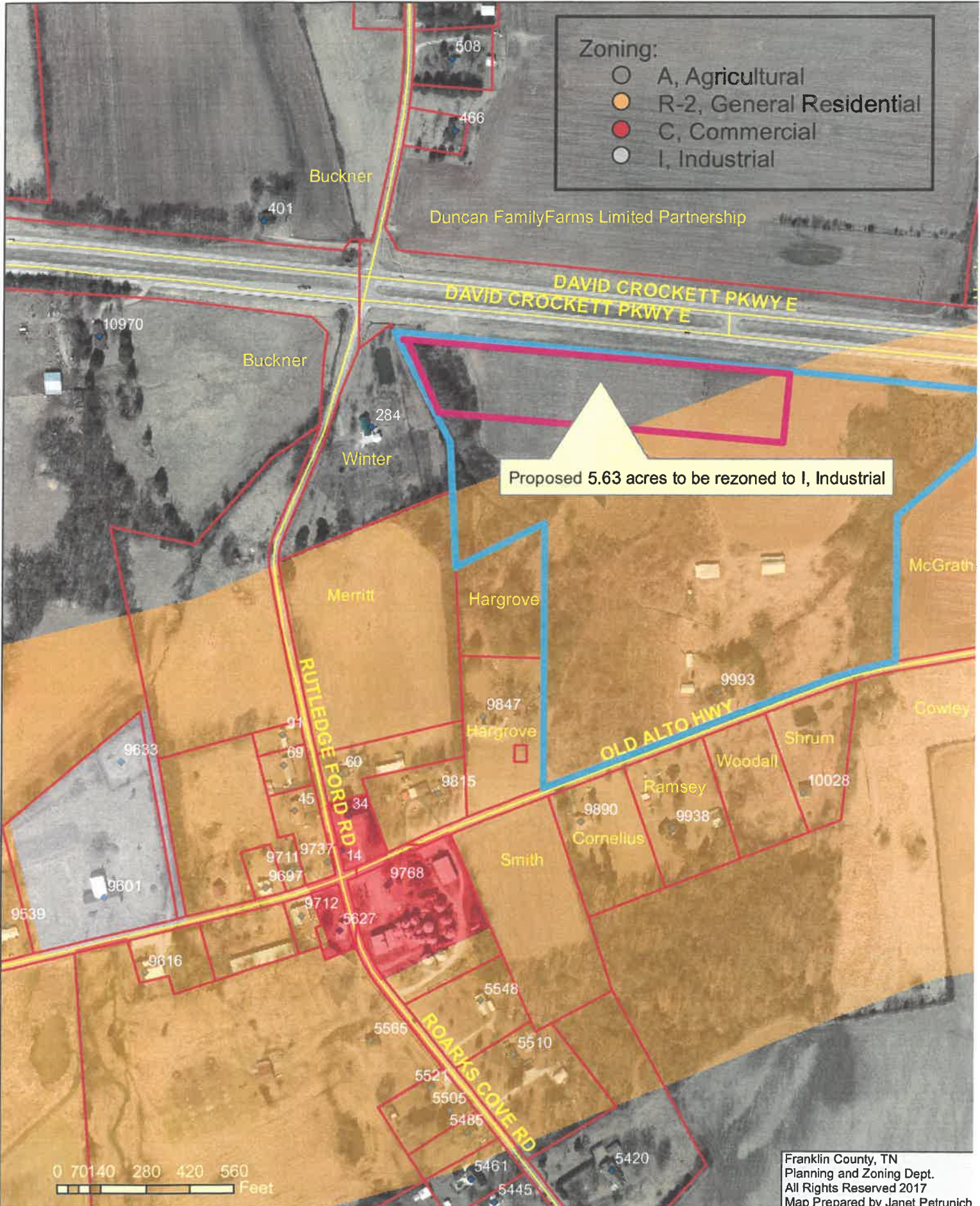


FLOOD STATEMENT
BY SCALED DISTANCES ONLY THIS PROPERTY LIES WITHIN ZONE "X" (AREA OUTSIDE THE 500 YEAR FLOOD PLAIN) AND IN ZONE "A" (SPECIAL FLOOD HAZARD AREA AS INDICATED ON FI INSURANCE RATE MAP, COMMUNITY PANEL NO. 4705100100, WHICH BEARS AN EFFECTIVE DATE OF AUGUST 4, 2008.

STATE OF TENNESSEE
FRANKLIN COUNTY

I, KURT M. JOHNSON, A REGISTERED LAND SURVEYOR STATE OF TENNESSEE, HEREBY CERTIFY THAT THIS IS AN ACCURATE SURVEY TO THE BEST OF MY KNOWLEDGE THAT IT EXCEEDS THE MINIMUM REQUIREMENTS FOR SURVEY AND THAT THE UNADJUSTED RATIO OF PRECISION IS 1:10,000 AS SHOWN HEREON.

**GIS View - Ellis "Woody" Ashley
 Map 29, Parcel 35.00 (Part)
 Planning Commission 9/18/2017**



The Franklin County Regional Planning Commission – June 27, 2017.

The Franklin County Regional Planning Commission met in a regular session on June 27, 2017 at 6:00 PM in the Franklin County Courthouse.

The members present were Chairman Dave Van Buskirk, Vice-Chairman/Secretary Eddie Clark, Vice-Secretary David James, A.L. Shasteen, Jeremy Price and Greg Houston. Also present was Planning and Zoning Director/Building Commissioner Janet Petrunich. A Visitors' List is attached.

The minutes for the May 30, 2017 meeting were approved as written on a motion by David James, seconded by Eddie Clark. All aye.

Dave Van Buskirk addressed the audience, describing the procedures and protocol of the meeting.

Dave Van Buskirk presented Case No. 06-17; Rezoning; Applicant: Ellis W. Ashley. Location – 9th Civil District; Parcel 35.00 (Part), Franklin County, TN Property Map No. 29, located on U.S. Highway 64 (David Crockett Parkway East). Janet Petrunich read the Staff Report. There were no returned adjoining property owner notices. There were no questions or comments from the Board or the audience. A.L. Shasteen made a motion to recommend the rezoning as requested from R-2, General Residential and A, Agricultural to I, Industrial to the County Commission for approval. David James seconded the motion, all aye.

There was a brief discussion about amending the Zoning Resolution to allow an outbuilding for personal residential storage, as a principal structure, under Uses Permitted in an A, Agricultural zoned district. It was agreed that Petrunich would present wording for a proposed amendment to the Zoning Resolution, for the Board to review at the next meeting.

No Old Business was discussed.

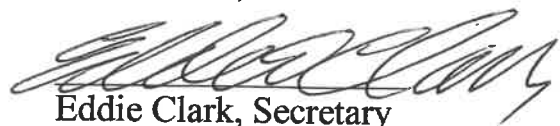
The meeting adjourned at 6:18PM by Chairman Dave Van Buskirk.

MINUTES REVIEWED AND APPROVED
7/25/17 DATE

Respectfully submitted,



Dave Van Buskirk, Chairman
Eddie Clark, Vice Chairman



Eddie Clark, Secretary
David James, Vice Secretary

FUND CATEGORY	APPROP FY 16/17	AMENDED FY 16/17	COLLECTED JUN	COLLECTED YR TO DATE	BALANCE TO COLLECT	PERCENTAGE REALIZED
GENERAL FUND (101)						
Local Taxes (40000)	9,321,090	194,830	252,087	9,496,193	19,727	99.79%
Licenses & Permits (41000)	76,250	62,895	5,853	98,476	40,669	70.77%
Fines, Forfeitures & Penalties (42000)	194,225	27,860	33,939	215,749	6,336	97.15%
Charges for Current Services (43000)	311,250	74,185	70,259	391,392	(5,958)	101.55%
Other Local Revenue (44000)	113,050	34,220	27,401	149,439	(2,169)	101.47%
Fees from Officials (45000)	1,884,000	62,000	273,652	1,969,659	(23,659)	101.22%
State of Tennessee (46000)	2,724,634	(10,005)	671,373	2,525,526	189,103	93.03%
Federal Government (47000)	701,058	(229,263)	146,637	428,806	42,989	90.89%
Other Governments & Citizens (48000)	258,700	(42,203)	6,964	223,458	(6,961)	103.22%
Other Sources (49000)	100,606	9,103,643	13,560,102	13,662,608	(4,458,359)	148.44%
Total County General	15,684,863	9,278,161	15,048,267	29,161,305	(4,198,282)	116.82%
COURTHOUSE/JAIL MAINT. (112)						
Local Taxes (40000)	148,000	28,500	32,143	181,699	(5,199)	102.95%
Total Courthouse/Jail Maintenance	148,000	28,500	32,143	181,699	(5,199)	102.95%
LIBRARY (115)						
Local Taxes (40000)	298,248	(280)	2,646	296,212	1,756	99.41%
Licenses & Permits (41000)	1,650		1	1,681	(31)	101.88%
Charges for Current Services (43000)	17,000		3,136	14,587	2,413	85.81%
Other Local Revenue (44000)	19,050	(15,747)	543	2,397	906	72.57%
Federal Government (47000)	2,200	3,280	-	1,464	4,016	26.72%
Other Governments & Citizens (48000)	30,750		3,214	30,144	606	98.03%
Total Library	368,898	(12,747)	9,539	346,485	9,666	97.29%
SOLID WASTE (116)						
Local Taxes (40000)	1,567,297	45,153	15,429	1,622,073	(9,623)	100.60%
Licenses & Permits (41000)	12,800	400	5	13,187	13	99.90%
Charges for Current Services (43000)	61,000	(10,000)	4,117	47,482	3,518	93.10%
Other Local Revenue (44000)	227,000	32,250	30,528	265,909	(6,659)	102.57%
State of Tennessee (46000)	30,000		-	22,992	7,008	76.64%
Other Sources (49000)	-			-	-	
Total Solid Waste	1,898,097	67,803	50,079	1,971,644	(5,744)	100.29%
Local Purpose (Rural Fire 120)						
Local Taxes (40000)	601,143	44,070	65,565	649,961	(4,748)	100.74%
Licenses & Permits (41000)	23,850	300	2	24,014	136	99.44%
Other Local Revenues (44000)	-	8,265	-	765	7,500	9.26%
Other Governments & Citizens (48000)	-			-	-	
Total Local Purpose	624,993	52,635	65,566	674,740	2,888	99.57%
Drug Control Fund (122)						
Fines, Forfeitures & Penalties (42000)	50,000		(2,050)	13,913	36,087	27.83%
Other General Service Charges (43000)	50	14,129	-	14,179	-	100.00%
Other Local Revenue (44000)	7,700		-	-	7,700	0.00%
Federal Revenue (47000)	30,000	(24,914)	-	215	4,871	4.23%
Other Governments & Citizens (48000)	1,500	250	-	1,500	250	85.71%
Total Drug Control	89,250	(10,535)	(2,050)	29,807	48,908	37.87%
HIGHWAY (131)						
Local Taxes (40000)	643,238	33,146	16,676	659,195	17,189	97.46%
Licenses & Permits (41000)	3,200		1	3,405	(205)	106.42%
Charges for Current Services (43000)	550	20,000	624	19,010	1,540	92.51%
Other Local Revenue (44000)	22,200	(10,000)	1,726	10,382	1,818	85.10%
State of Tennessee (46000)	3,220,795	529,577	358,175	3,780,619	(30,247)	100.81%
Federal Government (47000)	-		-	-	-	
Other Sources (49000)	15,000	27,575	-	42,575	-	100.00%

FUND CATEGORY	APPROP FY 16/17	AMENDED FY 16/17	COLLECTED JUN	COLLECTED YR TO DATE	BALANCE TO COLLECT	PERCENTAGE REALIZED
Total Highway	3,904,983	600,298	377,202	4,515,187	(9,906)	100.22%
School General Fund (141)						
Local Taxes (40000)	14,164,880	111,667	1,027,600	14,796,097	(519,550)	103.64%
Licenses & Permits (41000)	51,046		782	59,658	(8,612)	116.87%
Charges for Current Services (43000)	265,397	5,000	47,993	218,370	52,027	80.76%
Other Local Revenue (44000)	296,645	99,771	95,028	400,417	(4,001)	101.01%
State of Tennessee (46000)	28,358,118	114,624	3,057,529	28,359,676	113,066	99.60%
Federal Government (47000)	71,000	291,722	58,498	279,038	83,683	76.93%
Other Government & Citizens (48000)	-	-	-	-	-	
Other Sources (49000)	100,000	-	100,000	100,000	-	100.00%
Total School General Fund	43,307,086	622,784	4,387,430	44,213,257	(283,387)	100.65%
Federal Projects Fund (142)						
Other Local Revenue (44000)	-	-	(40)	-	-	
Federal Government (47000)	3,154,085	371,524	684,080	3,066,589	459,021	86.98%
Other Governments & Citizens (48000)	31,405	-	-	-	31,405	0.00%
Other Sources (49000)	-	100,000	-	100,000	-	100.00%
Total School Federal Projects Fund	3,185,490	471,524	684,040	3,166,589	490,426	86.59%
Centralized Cafeteria Fund (143)						
Charges for Current Services (43000)	1,035,779		71,134	968,332	67,447	93.49%
Other Local Revenue (44000)	8,700	18,000	(8,255)	32,979	(6,279)	123.52%
State of Tennessee (46000)	32,754		-	29,310	3,444	89.49%
Federal Government (47000)	2,291,703		453,930	2,349,043	(57,340)	102.50%
Other Sources (48000)	-			-	-	
Total Centralized Cafeteria	3,368,936	18,000	516,809	3,379,664	7,272	99.79%
General Debt Service (151)						
Local Taxes (40000)	2,013,807	52,679	34,602	2,061,626	4,860	99.76%
Licenses & Permits (41000)	10,000	1,230	4	11,216	14	99.88%
Other Sources (49000)	145,000		4,624,267	4,769,267	(4,624,267)	3289.15%
Total General Debt Service	2,168,807	53,909	4,658,874	6,842,109	(4,619,393)	307.83%
Education Debt Service (156)						
Local Taxes (40000)	2,413,192	88,870	145,315	2,478,423	23,639	99.06%
Licenses & Permits (41000)	8,500	(2,500)	2	5,811	189	96.85%
Other Governments (48000)	-		-	-	-	
Other Sources (49000)	-		-	-	-	
Total Education Debt Service	2,421,692	86,370	145,318	2,484,234	23,828	99.05%
Highway Capital Projects Fund (176)						
Other Local Revenue (44000)	484		15	198	286	40.95%
Other Sources (49000)	-		-	-	-	
Total Highway Capital Projects	484	-	15	198	286	40.95%
Capital Projects Fund (178)						
Other Governments & Citizens (48000)	-	-	-	-	-	
Other Sources (49000)	-	1,000,000	9,685,485	9,685,485	(8,685,485)	968.55%
Total Capital Projects	-	1,000,000	9,685,485	9,685,485	(8,685,485)	35.03%

FUND CATEGORY	APPROP FY 16/17	AMENDED FY 16/17	EXPENDED JUN	EXPENDED YR TO DATE	CURRENT ENCUMBER	UNENCUMB BALANCE	PERCENT REALIZED
GENERAL FUND (101)							
County Commission (51100)	304,980	140,748	165,777	421,509	6,339	17,879	94.57%
Beer Board (51220)	1,300		-	269	-	1,031	20.70%
County Mayor (51300)	188,111	(2,187)	18,803	179,060	501	6,363	96.31%
County Attorney (51400)	10,225		800	9,600	-	625	93.89%
Election Commission (51500)	271,380	14,171	18,999	274,769	979	9,803	96.22%
Register of Deeds (51600)	335,789	(1,499)	34,491	323,033	5,724	5,533	96.63%
Planning & Zoning (51720)	153,591	2,586	21,674	149,700	420	6,058	95.85%
County Buildings (51800)	1,432,501	332,173	466,343	1,590,704	59,024	114,945	90.14%
Other General Admin - IT (51900)	34,000	1,500	10,190	33,249	540	1,711	93.66%
Property Assessor (52300)	568,826	(71,816)	62,481	455,736	15,693	25,581	91.70%
County Trustee (52400)	323,924	3,394	33,284	320,257	-	7,062	97.84%
County Clerk (52500)	575,941	3,439	65,189	571,196	-	8,183	98.59%
Finance Dept. (52900)	684,710	(16,348)	68,058	652,890	4,751	10,722	97.69%
Circuit Court (53100)	949,162	(2,580)	115,664	938,421	894	7,267	99.14%
General Sessions (53300)	306,315	(1,168)	30,724	299,382	250	5,515	98.11%
Drug Court (53330)	61,854	2,548	5,434	62,899	-	1,504	97.67%
Chancery Court (53400)	223,793	(12,660)	19,602	202,300	-	8,833	95.82%
Juvenile Court (53500)	133,908	(1,638)	16,759	130,384	-	1,886	98.57%
Judicial Commissioners (53700)	134,132	13,891	20,462	139,211	-	8,812	94.05%
Other Admin of Justice (53900)	18,000	-	6,450	9,659	-	8,341	53.66%
Probation Service (53910)	133,017	(951)	19,013	129,849	-	2,217	98.32%
Sheriff's Dept. (54110)	3,635,407	153,713	461,365	3,685,079	51,695	52,346	97.25%
Admin. Of Sexual Offender (54160)	21,992	(4,155)	1,420	13,847	200	3,790	77.63%
Jail (54210)	1,926,909	235,002	256,754	2,003,823	32,188	125,900	92.69%
Reentry Program (54230) Grants	598,520	(347,358)	6,939	244,116	-	7,046	97.19%
Juvenile Service (54240)	37,250	5,000	3,168	41,264	500	487	97.67%
Civil Defense (54410)	152,658	(28,022)	18,891	112,605	2,150	9,881	90.35%
Rescue Squad (54420)	30,000	38,785	16,729	64,959	2,328	1,499	94.44%
Consolidated Communications(54490)	900,577	(88,738)	100,961	791,144	1,648	19,046	97.45%
County Coroner (54610)	36,100		1,725	29,940	4,665	1,495	82.94%
Other Public Safety (54710) Grants	48,208	(16,708)	1,769	14,170	-	17,330	44.98%
Local Health Center (55110)	34,831	(4,450)	3,392	23,300	546	6,535	76.69%
Rabies & Animal Ctrl. (55120)	263,533	(10,186)	20,280	244,250	909	8,188	96.41%
Other Local Health Serv (55190) Grant	166,175	(12,062)	20,292	146,656	-	7,457	95.16%
Appropriation to State (55390)	30,646	(700)	-	29,946	-	-	100.00%
General Welfare Assist.(55510)	17,775		-	17,775	-	-	100.00%
Litter Control (55731) (%Grant)	102,573	(6,934)	13,222	86,533	8,356	750	90.48%
Other Waste Collections (55739)	49,752	(10,534)	5,613	36,953	1,362	903	94.22%
Other Public Health & Welfare (55900) Grant	34,706	(3,386)	9,357	17,086	-	14,234	54.55%
Senior Citizens Assistance (56300)	96,950	(56,142)	1,141	39,585	89	1,133	97.01%
Parks & Fair Board (56700)	54,259	1,126	6,399	41,326	885	13,174	74.62%
Agriculture Extension Serv.(57100)	104,808	(4,700)	18,320	73,511	-	26,597	73.43%
Soil Conservation (57500)	77,261	5,782	6,618	78,021	-	5,022	93.95%
Industrial Development (58120)	173,161	(88,864)	6,483	54,528	55	29,714	64.69%
Other Econ & Comm. Dev. (58190)	147,156	228,380	-	328,849	-	46,687	87.57%
Veteran's Services (58300)	69,015	3,566	7,761	69,822	180	2,579	96.20%
Other Charges (58400)	938,150	(139,059)	11,669	696,326	449	102,316	87.14%
Capital Projects (90000)	437,502	10,144,467	27,052	352,651	55,050	10,174,268	3.33%
Operating Transfer (99110)	15,000	(15,000)	14,309,752	14,309,752	-	(14,309,752)	
Total County General	17,046,333	10,382,425	16,537,267	30,541,893	258,369	(3,371,504)	111.35%
COURTHOUSE/JAIL MAINT. (112)							
Other Charges (58400)	1,600	400	190	1,839	-	161	0.00%
Transfers Out (99100)	145,000		-	145,000	-	-	100.00%
Total Courthouse/Jail Maintenance	146,600	400	190	146,839	-	161	99.89%

FUND CATEGORY	APPROP FY 16/17	AMENDED FY 16/17	EXPENDED JUN	EXPENDED YR TO DATE	CURRENT ENCUMBER	UNENCUMB BALANCE	PERCENT REALIZED
LIBRARY (115)							
Libraries (56500)	364,084	3,671	44,422	335,727	3,459	28,570	91.29%
Other Charges (56400)	38,060	5,000	2,220	37,054	-	6,006	86.05%
Capital Outlay (91000)	38,000	(10,000)	-	1,615	21,792	4,593	5.77%
Operating Transfer (99110)	3,000		-	3,000	-	-	100.00%
Total Library	443,144	(1,329)	46,642	377,395	25,251	39,169	85.42%
SOLID WASTE (116)							
Sanitation Educ./Info. (55720)	1,900	200	402	1,636	450	14	77.90%
Convenience Centers (55732)	313,914	12,896	41,994	313,955	689	12,166	96.07%
Transfer Station (55733)	1,370,069	(24,208)	143,143	1,209,004	80,337	56,521	89.83%
Post closure Care Costs (55770)	10,000	5,498	-	7,991	3,750	3,757	51.56%
Other Charges (58400)	106,899	(9,000)	437	90,217	87	7,595	92.15%
Operating Transfers (99100)	43,803		-	43,803	-	-	100.00%
Total Solid Waste	1,846,585	(14,614)	185,975	1,666,606	85,313	80,053	90.97%
Local Purpose (Rural Fire 120)							
Fire Prevention & Control (54310)	749,050	19,265	121,137	703,204	36,400	28,711	91.53%
Total Local Purpose	749,050	19,265	121,137	703,204	36,400	28,711	91.53%
Drug Control Fund (122)							
Drug Enforcement (54150)	92,950	(24,664)	4,477	42,309	600	25,377	61.96%
Other Charges (58400)	700		1	293	-	407	41.87%
Total Drug Control	93,650	(24,664)	4,478	42,602	600	25,784	61.76%
HIGHWAY (131)							
Administration (61000)	348,702	67,281	29,551	387,219	1,295	27,470	93.09%
Highway Maintenance (62000)	983,783	(66,000)	97,704	823,496	6,673	87,615	89.73%
Operations & Maintenance (63100)	354,290	20,000	28,165	327,277	20,155	26,859	87.44%
Quarry Operations (63400)	340,483	(42,000)	26,140	234,865	742	62,876	78.69%
Other Charges (65000)	240,012	(24,351)	5,489	183,021	152	32,487	84.87%
Capital Outlay (68000)	875,500	324,956	159,871	1,075,051	64,117	61,288	89.55%
Highways & Streets (82120)	13,690		-	13,689	-	1	99.99%
Highways & Streets (82220)	5,435		-	5,432	-	3	99.95%
Transfers Out (99100)	53,803		-	53,803	-	-	100.00%
Total Highway	3,215,699	279,886	346,919	3,103,852	93,134	298,599	88.79%
School General Fund (141)							
Instruction							
Regular Instruction (71100)	21,068,182	(403,061)	4,759,881	19,984,698	280,868	399,555	96.71%
Alternative School (71150)	202,117	66,220	64,120	258,381	-	9,956	96.29%
Special Education Program (71200)	3,765,170	128,224	966,943	3,864,194	125	29,075	99.25%
Vocational Education Program (71300)	1,254,251		261,770	1,148,573	6,915	98,763	91.57%
Student Body Education Prog (71400)	151,824	49,250	10,659	193,544	5,045	2,485	96.26%
Support							
Attendance (72110)	198,754		39,486	195,254	-	3,500	98.24%
Health Services (72120)	539,654	139,888	148,195	672,012	7,370	160	98.89%
Other Support Services (72130)	1,511,311	21,182	324,199	1,466,980	13,267	52,246	95.73%
Regular Instruction (72210)	1,176,021	61,106	246,896	1,199,088	12,349	25,690	96.93%
Special Educ Program (72220)	291,036	(144,673)	28,182	139,236	200	6,927	95.13%
Vocational Educ Prog (72230)	69,812		1,506	45,080	350	24,382	64.57%
Education Technology (72250)	-	862,630	144,451	789,546	36,098	36,987	91.53%
Board of Education (72310)	1,136,867	31,464	17,466	1,133,337	1,224	33,770	97.00%
Director of Schools (72320)	513,516	14,570	33,487	303,254	538	224,294	57.43%
Office of Principals (72410)	2,296,931	(24,500)	509,306	2,239,625	-	32,806	98.56%
Fiscal Services (72510)	-	11,561	-	11,561	-	-	100.00%
Human Resources (72520)	234,267		25,805	225,057	1,404	7,806	96.07%

FUND CATEGORY	APPROP FY 16/17	AMENDED FY 16/17	EXPENDED JUN	EXPENDED YR TO DATE	CURRENT ENCUMBER	UNENCUMB BALANCE	PERCENT REALIZED
Operation of Plant (72610)	3,547,364		438,839	3,319,254	27,152	200,958	93.57%
Maintenance of Plant (72620)	1,371,868		185,897	1,225,559	21,849	124,460	89.34%
Transportation (72710)	2,399,602	1,110	154,296	2,284,865	8,587	107,261	95.17%
Central & Other (72810)	654,248	(563,986)	21,955	88,837	-	1,425	98.42%
Non-Instructional							
Community Services (73300)	495,333	230,195	76,244	533,607	-	191,920	73.55%
Early Childhood Education (73400)	1,374,365	(21,748)	328,750	1,332,121	9,468	11,028	98.48%
Capital Outlay & Debt Service							
Capital Outlay (76100)	110,000	243,778	6,127	102,414	67,876	183,488	28.95%
Principal Debt Service (82130)	133,293	17,889	-	151,181	-	1	100.00%
Interest Debt Service (82230)	11,905		-	11,904	-	1	99.99%
Transfers Out (99100)	103,420	(3,420)	-	100,000	-	-	100.00%
Total School General Fund	44,611,111	717,678	8,794,460	43,019,162	500,684	1,808,942	94.90%
School Federal Projects Fund (142)							
Regular Instruction (71100)	1,207,679	170,778	270,158	1,248,816	855	128,787	90.60%
Special Education Program (71200)	719,437	76,652	157,871	692,292	-	103,797	86.96%
Vocational Education Program (71300)	73,740	(135)	-	73,605	-	-	100.00%
Health Services (72120)	214,000	(123,033)	15,677	84,643	-	6,324	93.05%
Other Support Services (72130)	177,103	19,689	2,242	45,907	-	150,885	23.33%
Regular Instruction (72210)	299,933	110,213	100,127	358,411	164	51,572	87.39%
Special Educ Program (72220)	266,098	135,573	49,918	384,531	-	17,140	95.73%
Transportation (72710)	227,500	(23,420)	47,397	189,237	-	14,843	92.73%
Transfers Out (99100)		100,000	100,000	100,000	-	-	100.00%
Total Federal Projects Fund	3,185,490	466,316	743,390	3,177,441	1,018	473,347	87.01%
Centralized Cafeteria Fund (143)							
Food Service (73100)	3,565,835	89,000	659,633	3,109,306	51,010	494,519	85.07%
Total Centralized Cafeteria	3,565,835	89,000	659,633	3,109,306	51,010	494,519	85.07%
General Debt Service (151)							
General Government Debt Service	1,399,287	40,235	4,607,078	5,983,779	28,283	(4,572,540)	415.68%
Total General Debt Service	1,399,287	40,235	4,607,078	5,983,779	28,283	(4,572,540)	415.68%
Education Debt Service (156)							
Educ Government Debt Service	2,265,220		729	2,251,313	-	13,907	99.39%
Total Education Debt Service	2,265,220	-	729	2,251,313	-	13,907	99.39%
Highway Capital Projects Fund (176)							
Other Charges (58400)	10		0	2	-	8	20.75%
Highway & Street Capital Proj (91200)	1,067,739	50,150	137,037	397,232	12,744	707,913	35.53%
Total Highway Capital Projects	1,067,748	50,150	137,038	397,234	12,744	707,920	35.53%
Capital Projects Fund (178)							
Other Charges (58400)	-		-	-	-	-	
Other Gen Government Proj (91190)	-	1,000,000	-	-	-	1,000,000	0.00%
Transfer in/out for Co Gen	-		-	-	-	-	
Total Capital Projects	-	1,000,000	-	-	-	1,000,000	0.00%

FUND CATEGORY	APPROP FY 17/18	AMENDED FY 17/18	COLLECTED JULY	COLLECTED YR TO DATE	BALANCE TO COLLECT	PERCENTAGE REALIZED
GENERAL FUND (101)						
Local Taxes (40000)	10,266,240		(7,911)	(7,911)	10,274,151	-0.08%
Licenses & Permits (41000)	99,700		944	944	98,756	0.95%
Fines, Forfeitures & Penalties (42000)	237,811		750	750	237,061	0.32%
Charges for Current Services (43000)	387,330		19,650	19,650	367,680	5.07%
Other Local Revenue (44000)	120,481		2,400	2,400	118,081	1.99%
Fees from Officials (45000)	1,997,000		15,228	15,228	1,981,772	0.76%
State of Tennessee (46000)	3,136,165		-	-	3,136,165	0.00%
Federal Government (47000)	449,916		-	-	449,916	0.00%
Other Governments & Citizens (48000)	220,132		2,479	2,479	217,653	1.13%
Other Sources (49000)	105,606		169,801	169,801	(64,195)	160.79%
Total County General	17,020,381	-	203,341	203,341	16,817,040	1.19%
COURTHOUSE/JAIL MAINT. (112)						
Local Taxes (40000)	180,000		-	-	180,000	0.00%
Total Courthouse/Jail Maintenance	180,000	-	-	-	180,000	0.00%
LIBRARY (115)						
Local Taxes (40000)	321,456		438	438	321,018	0.14%
Licenses & Permits (41000)	2,075		32	32	2,043	1.56%
Charges for Current Services (43000)	17,250		-	-	17,250	0.00%
Other Local Revenue (44000)	19,000		45	45	18,955	0.24%
Federal Government (47000)	1,966		-	-	1,966	0.00%
Other Governments & Citizens (48000)	30,750		2,375	2,375	28,375	7.72%
Total Library	392,497	-	2,891	2,891	389,606	0.74%
SOLID WASTE (116)						
Local Taxes (40000)	1,733,640		(3,427)	(3,427)	1,737,067	-0.20%
Licenses & Permits (41000)	13,250		253	253	12,997	1.91%
Charges for Current Services (43000)	59,000		5,509	5,509	53,491	9.34%
Other Local Revenue (44000)	224,000		26,832	26,832	197,168	11.98%
State of Tennessee (46000)	25,000		-	-	25,000	0.00%
Other Sources (49000)	-		-	-	-	
Total Solid Waste	2,054,890	-	29,167	29,167	2,025,723	1.42%
Local Purpose (Rural Fire 120)						
Local Taxes (40000)	687,787		(587)	(587)	688,374	-0.09%
Licenses & Permits (41000)	24,000		4,427	4,427	19,573	18.45%
Other Local Revenues (44000)	7,500		-	-	7,500	0.00%
Other Governments & Citizens (48000)	-		-	-	-	
Total Local Purpose	719,287	-	3,840	3,840	715,447	0.53%
Drug Control Fund (122)						
Fines, Forfeitures & Penalties (42000)	46,500		-	-	46,500	0.00%
Other General Service Charges (43000)	5,000		-	-	5,000	0.00%
Other Local Revenue (44000)	5,200		-	-	5,200	0.00%
Federal Revenue (47000)	15,000		-	-	15,000	0.00%
Other Governments & Citizens (48000)	3,000		-	-	3,000	0.00%
Total Drug Control	74,700	-	-	-	74,700	0.00%
HIGHWAY (131)						
Local Taxes (40000)	727,069		(562)	(562)	727,631	-0.08%
Licenses & Permits (41000)	3,400		65	65	3,335	1.92%
Charges for Current Services (43000)	15,050		-	-	15,050	0.00%
Other Local Revenue (44000)	7,700		-	-	7,700	0.00%
State of Tennessee (46000)	2,079,622		-	-	2,079,622	0.00%
Federal Government (47000)	17,379		17,667	17,667	(288)	101.66%
Other Sources (49000)	15,000		-	-	15,000	0.00%

FUND CATEGORY	APPROP FY 17/18	AMENDED FY 17/18	COLLECTED JULY	COLLECTED YR TO DATE	BALANCE TO COLLECT	PERCENTAGE REALIZED
Total Highway	2,865,220	-	17,170	17,170	2,848,050	0.60%
School General Fund (141)						
Local Taxes (40000)	15,368,760		(9,326)	(9,326)	15,378,086	-0.06%
Licenses & Permits (41000)	52,625		1,083	1,083	51,542	2.06%
Charges for Current Services (43000)	284,647		-	-	284,647	0.00%
Other Local Revenue (44000)	279,741		5,459	5,459	274,282	1.95%
State of Tennessee (46000)	27,739,364		-	-	27,739,364	0.00%
Federal Government (47000)	114,356		-	-	114,356	0.00%
Other Government & Citizens (48000)	-		-	-	-	
Other Sources (49000)	-		-	-	-	
Total School General Fund	43,839,493	-	(2,783)	(2,783)	43,842,276	-0.01%
Federal Projects Fund (142)						
Other Local Revenue (44000)	-		-	-	-	
Federal Government (47000)	3,310,458		-	-	3,310,458	0.00%
Other Governments & Citizens (48000)	-		-	-	-	
Other Sources (49000)	-	100,000	100,000	100,000	-	100.00%
Total School Federal Projects Fund	3,310,458	100,000	100,000	100,000	3,310,458	2.93%
Centralized Cafeteria Fund (143)						
Charges for Current Services (43000)	1,035,779		(48)	(48)	1,035,827	0.00%
Other Local Revenue (44000)	8,700		-	-	8,700	0.00%
State of Tennessee (46000)	32,754		-	-	32,754	0.00%
Federal Government (47000)	2,291,703		-	-	2,291,703	0.00%
Other Sources (48000)	-		-	-	-	
Total Centralized Cafeteria	3,368,936	-	(48)	(48)	3,368,984	0.00%
General Debt Service (151)						
Local Taxes (40000)	2,221,455		(1,850)	(1,850)	2,223,305	-0.08%
Licenses & Permits (41000)	11,500		215	215	11,285	1.87%
Other Sources (49000)	200,000		-	-	200,000	0.00%
Total General Debt Service	2,432,955	-	(1,635)	(1,635)	2,434,590	-0.07%
Education Debt Service (156)						
Local Taxes (40000)	2,595,564		(954)	(954)	2,596,518	-0.04%
Licenses & Permits (41000)	6,000		112	112	5,888	1.86%
Other Governments (48000)	-		-	-	-	
Other Sources (49000)	-		-	-	-	
Total Education Debt Service	2,601,564	-	(842)	(842)	2,602,406	-0.03%
Highway Capital Projects Fund (176)						
Other Local Revenue (44000)	150		14	14	136	9.40%
Other Sources (49000)	-		-	-	-	
Total Highway Capital Projects	150	-	14	14	136	9.40%
Capital Projects Fund (178)						
Other Governments & Citizens (48000)	-	-	-	-	-	
Other Sources (49000)	1,000,000		-	-	1,000,000	0.00%
Total Capital Projects	1,000,000	-	-	-	1,000,000	35.03%

FUND CATEGORY	APPROP FY 17/18	AMENDED FY 17/18	EXPENDED JULY	EXPENDED YR TO DATE	CURRENT ENCUMBER	UNENCUMB BALANCE	PERCENT REALIZED
GENERAL FUND (101)							
County Commission (51100)	345,310		8,684	8,684	66,886	269,740	2.51%
Beer Board (51220)	650		-	-	400	250	0.00%
County Mayor (51300)	195,896		16,046	16,046	3,418	176,431	8.19%
County Attorney (51400)	11,425		1,800	1,800	9,900	(275)	15.75%
Election Commission (51500)	244,060		26,053	26,053	18,580	199,428	10.67%
Register of Deeds (51600)	351,551		21,809	21,809	23,787	305,956	6.20%
Planning & Zoning (51720)	163,477		8,534	8,534	5,451	149,492	5.22%
County Buildings (51800)	1,414,424		24,479	24,479	150,333	1,239,611	1.73%
Other General Admin - IT (51900)	34,000		11,160	11,160	12,035	10,805	32.82%
Property Assessor (52300)	573,318		34,702	34,702	60,188	478,428	6.05%
County Trustee (52400)	338,086		29,847	29,847	14,326	293,913	8.83%
County Clerk (52500)	585,665		60,922	60,922	11,009	513,735	10.40%
Finance Dept. (52900)	681,315		64,369	64,369	19,403	597,543	9.45%
Circuit Court (53100)	976,338		56,420	56,420	60,378	859,540	5.78%
General Sessions (53300)	312,142		22,745	22,745	1,450	287,947	7.29%
Drug Court (53330)	98,241		5,317	5,317	-	92,924	5.41%
Chancery Court (53400)	230,477		33,255	33,255	4,225	192,997	14.43%
Juvenile Court (53500)	136,148		7,470	7,470	650	128,029	5.49%
Judicial Commissioners (53700)	149,049		9,693	9,693	480	138,876	6.50%
Other Admin of Justice (53900)	18,000		-	-	5,200	12,800	0.00%
Probation Service (53910)	133,910		7,313	7,313	2,500	124,097	5.46%
Sheriff's Dept. (54110)	3,899,539		205,597	205,597	196,345	3,497,597	5.27%
Admin. Of Sexual Offender (54160)	23,505		418	418	1,000	22,086	1.78%
Jail (54210)	2,014,467		84,063	84,063	221,240	1,709,163	4.17%
Reentry Program (54230) Grants	356,983		15,000	15,000	228,737	113,246	4.20%
Juvenile Service (54240)	42,520		755	755	29,625	12,140	1.78%
Civil Defense (54410)	159,086		7,863	7,863	10,636	140,587	4.94%
Rescue Squad (54420)	30,000		-	-	4,756	25,244	0.00%
Consolidated Communications(54490)	873,916		46,646	46,646	30,454	796,816	5.34%
County Coroner (54610)	36,100		-	-	21,000	15,100	0.00%
Other Public Safety (54710) Grants	48,225		-	-	-	48,225	0.00%
Local Health Center (55110)	31,025		3,671	3,671	6,435	20,919	11.83%
Rabies & Animal Ctrl. (55120)	267,853		10,228	10,228	128,250	129,375	3.82%
Other Local Health Serv (55190) Grant	172,502		8,171	8,171	-	164,331	4.74%
Appropriation to State (55390)	30,646		-	-	30,646	-	0.00%
General Welfare Assist.(55510)	17,775		-	-	-	17,775	0.00%
Litter Control (55731) (%Grant)	100,123		4,108	4,108	12,800	83,214	4.10%
Other Waste Collections (55739)	40,988		2,430	2,430	600	37,958	5.93%
Other Public Health & Welfare (55900) Grant	15,000		-	-	1,920	13,080	0.00%
Senior Citizens Assistance (56300)	26,950		-	-	24,510	2,440	0.00%
Parks & Fair Board (56700)	47,804		3,430	3,430	6,446	37,927	7.18%
Agriculture Extension Serv.(57100)	119,448		116	116	9,315	110,017	0.10%
Soil Conservation (57500)	88,992		1,898	1,898	-	87,094	2.13%
Industrial Development (58120)	409,877		155,674	155,674	11,988	242,215	37.98%
Other Econ & Comm. Dev. (58190)	650,470		-	-	-	650,470	0.00%
Veteran's Services (58300)	72,960		2,870	2,870	2,811	67,280	3.93%
Other Charges (58400)	816,177		311,779	311,779	2,650	501,748	38.20%
Capital Projects (90000)	140,000		-	-	-	140,000	0.00%
Operating Transfer (99110)							
Total County General	17,526,411	-	1,315,335	1,315,335	1,452,765	14,758,312	7.50%
COURTHOUSE/JAIL MAINT. (112)							
Other Charges (58400)	2,000		132	132	-	1,868	0.00%
Transfers Out (99100)	200,000		-	-	-	200,000	0.00%
Total Courthouse/Jail Maintenance	202,000	-	132	132	-	201,868	0.07%

FUND CATEGORY	APPROP FY 17/18	AMENDED FY 17/18	EXPENDED JULY	EXPENDED YR TO DATE	CURRENT ENCUMBER	UNENCUMB BALANCE	PERCENT REALIZED
LIBRARY (115)							
Libraries (56500)	374,061		21,554	21,554	60,597	291,910	5.76%
Other Charges (58400)	39,724		4,900	4,900	2,203	32,621	12.34%
Capital Outlay (91000)	20,000		-	-	-	20,000	0.00%
Operating Transfer (99110)	3,000		-	-	-	3,000	0.00%
Total Library	436,785	-	26,454	26,454	62,800	347,531	6.06%
SOLID WASTE (116)							
Sanitation Educ./Info. (55720)	2,300		-	-	-	2,300	0.00%
Convenience Centers (55732)	320,182		12,233	12,233	3,950	303,999	3.82%
Transfer Station (55733)	1,419,120		42,406	42,406	557,200	819,513	2.99%
Post closure Care Costs (55770)	13,000		-	-	9,013	3,987	0.00%
Other Charges (58400)	100,159		47,606	47,606	250	52,303	47.53%
Operating Transfers (99100)	48,803		-	-	-	48,803	0.00%
Total Solid Waste	1,903,564	-	102,246	102,246	570,413	1,230,905	5.37%
Local Purpose (Rural Fire 120)							
Fire Prevention & Control (54310)	552,200		2,579	2,579	454,200	95,421	0.47%
Total Local Purpose	552,200	-	2,579	2,579	454,200	95,421	0.47%
Drug Control Fund (122)							
Drug Enforcement (54150)	75,450		5,747	5,747	20,986	48,717	7.62%
Other Charges (58400)	700		3	3	-	697	0.43%
Total Drug Control	76,150	-	5,750	5,750	20,986	49,414	7.55%
HIGHWAY (131)							
Administration (61000)	347,801		18,802	18,802	5,676	323,323	5.41%
Highway Maintenance (62000)	966,727		54,660	54,660	12,132	899,935	5.65%
Operations & Maintenance (63100)	351,502		2,057	2,057	115,317	234,129	0.59%
Quarry Operations (63400)	328,253		11,118	11,118	30,964	286,171	3.39%
Other Charges (65000)	234,742		89,480	89,480	5,130	140,132	38.12%
Capital Outlay (68000)	1,311,135		-	-	20,426	1,290,709	0.00%
Highways & Streets (82120)	14,372		-	-	-	14,372	0.00%
Highways & Streets (82220)	4,751		-	-	-	4,751	0.00%
Transfers Out (99100)	53,803		-	-	-	53,803	0.00%
Total Highway	3,613,086	-	176,117	176,117	189,644	3,247,324	4.87%
School General Fund (141)							
Instruction							
Regular Instruction (71100)	21,234,365		17,123	17,123	365,586	20,851,657	0.08%
Alternative School (71150)	202,521		14	14	1,500	201,007	0.01%
Special Education Program (71200)	4,067,593		295	295	190,028	3,877,270	0.01%
Vocational Education Program (71300)	1,276,629		-	-	-	1,276,629	0.00%
Student Body Education Prog (71400)	428,522		5,768	5,768	81,342	341,413	1.35%
Support							
Attendance (72110)	166,117		2,665	2,665	203	163,249	1.60%
Health Services (72120)	740,849		9,862	9,862	250	730,737	1.33%
Other Support Services (72130)	1,526,032		1,301	1,301	18,120	1,506,611	0.09%
Regular Instruction (72210)	1,323,824		38,524	38,524	31,530	1,253,770	2.91%
Special Educ Program (72220)	114,170		978	978	4,634	108,557	0.86%
Vocational Educ Prog (72230)	38,211		881	881	-	37,330	2.31%
Education Technology (72250)	701,434		28,638	28,638	210,329	462,467	4.08%
Board of Education (72310)	1,172,165		596,489	596,489	66,895	508,781	50.89%
Director of Schools (72320)	505,790		16,333	16,333	23,661	465,795	3.23%
Office of Principals (72410)	2,416,948		23,487	23,487	-	2,393,461	0.97%
Fiscal Services (72510)	11,561		-	-	-	11,561	0.00%
Human Resources (72520)	242,391		12,974	12,974	7,986	221,431	5.35%

FUND CATEGORY	APPROP FY 17/18	AMENDED FY 17/18	EXPENDED JULY	EXPENDED YR TO DATE	CURRENT ENCUMBER	UNENCUMB BALANCE	PERCENT REALIZED
Operation of Plant (72610)	3,526,507		323,361	323,361	169,316	3,033,830	9.17%
Maintenance of Plant (72620)	1,331,476		31,603	31,603	504,216	795,657	2.37%
Transportation (72710)	2,398,815		38,047	38,047	128,798	2,231,970	1.59%
Central & Other (72810)	171,701		10	10	-	171,691	0.01%
Non-Instructional							
Community Services (73300)	498,753		22,540	22,540	168,711	307,501	4.52%
Early Childhood Education (73400)	1,284,232		935	935	1,184	1,282,113	0.07%
Capital Outlay & Debt Service							
Capital Outlay (76100)	100,000		-	-	19,720	80,280	0.00%
Principal Debt Service (82130)	64,843		-	-	-	64,843	0.00%
Interest Debt Service (82230)	8,931		-	-	-	8,931	0.00%
Transfers Out (99100)	-	100,000	100,000	100,000	-	-	100.00%
Total School General Fund	45,554,380	100,000	1,271,829	1,271,829	1,994,009	42,388,542	2.79%
School Federal Projects Fund (142)							
Regular Instruction (71100)	1,064,349		812	812	430	1,063,108	0.08%
Special Education Program (71200)	694,003		227	227	27,082	666,694	0.03%
Vocational Education Program (71300)	389,635		-	-	-	389,635	0.00%
Health Services (72120)	56,978		28	28	-	56,950	0.05%
Other Support Services (72130)	44,707		-	-	5,680	39,027	0.00%
Regular Instruction (72210)	341,793		4,145	4,145	879	336,769	1.21%
Special Educ Program (72220)	493,809		11,494	11,494	9,000	473,315	2.33%
Transportation (72710)	225,185		86	86	-	225,099	0.04%
Transfers Out (99100)	-	10,000	-	-	-	10,000	0.00%
Total Federal Projects Fund	3,310,458	10,000	16,790	16,790	43,071	3,260,596	0.51%
Centralized Cafeteria Fund (143)							
Food Service (73100)	3,565,835		17,117	17,117	2,299,253	1,249,465	0.48%
Total Centralized Cafeteria	3,565,835	-	17,117	17,117	2,299,253	1,249,465	0.48%
General Debt Service (151)							
General Government Debt Service	1,657,227		7,915	7,915	250	1,649,062	0.48%
Total General Debt Service	1,657,227	-	7,915	7,915	250	1,649,062	0.48%
Education Debt Service (156)							
Educ Government Debt Service	2,046,382		1,018	1,018	250	2,045,114	0.05%
Total Education Debt Service	2,046,382	-	1,018	1,018	250	2,045,114	0.05%
Highway Capital Projects Fund (176)							
Other Charges (58400)	2		0	0	-	1	9.33%
Highway & Street Capital Proj (91200)	708,112		-	-	142,811	565,301	0.00%
Total Highway Capital Projects	708,114	-	0	0	142,811	565,303	0.00%
Capital Projects Fund (178)							
Other Charges (58400)	-		-	-	-	-	
Public Safety Projects (91130)	9,685,485		-	-	250	9,685,235	0.00%
Other Gen Government Proj (91190)	1,000,000		-	-	-	1,000,000	0.00%
Transfer in/out for Co Gen	-		-	-	-	-	
Total Capital Projects	10,685,485	-	-	-	250	10,685,235	0.00%

FRANKLIN COUNTY FINANCE DEPARTMENT

Fiscal Year 2016/2017
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Account Number	Description	Realized Thru 4th QTR	Original Budget	Amendments	Amended Budget	Percent Realized
County General Fund 101 - Revenues						
40000	Local Taxes	\$ 9,496,193	\$ 9,321,090	\$ 194,830	\$ 9,515,920	99.79%
41000	Licenses and Permits	98,476	76,250	62,895	139,145	70.77%
42000	Fines, Forfeitures & Penalties	215,749	194,225	27,860	222,085	97.15%
43000	Charges for Current Services	391,392	311,250	74,185	385,435	101.55%
44000	Other Local Revenues	149,439	113,050	34,220	147,270	101.47%
45000	Fees Rec'd from County Officials	1,969,659	1,884,000	62,000	1,946,000	101.22%
46000	State of Tennessee	2,525,526	2,724,634	(10,005)	2,714,629	93.03%
47000	Federal Government	428,806	701,058	(229,263)	471,795	90.89%
48000	Other Governments & Citizens Grps.	223,458	258,700	(42,203)	216,497	103.22%
49000	Other Sources (Non-Revenue)	13,662,608	100,606	9,103,643	9,204,249	148.44%
	Total County General Revenue	\$ 29,161,305	\$ 15,684,863	\$ 9,278,161	\$ 24,963,024	116.82%
County General Fund 101 - Expenditures						
51100	County Commission	\$ 421,509	\$ 304,980	\$ 140,748	\$ 445,728	94.57%
51220	Beer Board	269	1,300	-	1,300	20.70%
51300	County Mayor	179,060	188,111	(2,187)	185,924	96.31%
51400	County Attorney	9,600	10,225	-	10,225	93.89%
51500	Election Commission	274,769	271,380	14,171	285,551	96.22%
51600	Register of Deeds	323,033	335,789	(1,499)	334,290	96.63%
51720	Planning	149,700	153,591	2,586	156,177	95.85%
51800	County Buildings	1,590,704	1,432,501	332,173	1,764,674	90.14%
51900	Other General Administration - IT	33,249	34,000	1,500	35,500	93.66%
	Total General Gov.	\$ 2,981,893	\$ 2,731,877	\$ 487,491	\$ 3,219,368	92.62%
52300	Property Assessor	455,736	568,826	(71,816)	497,010	91.70%
52400	County Trustee	320,257	323,924	3,394	327,318	97.84%
52500	County Clerk	571,196	575,941	3,439	579,380	98.59%
52900	Finance Dept.	652,890	684,710	(16,348)	668,362	97.69%
	Total Finance	\$ 2,000,079	\$ 2,153,401	\$ (81,331)	\$ 2,072,070	96.53%
53100	Circuit Court	938,421	949,162	(2,580)	946,582	99.14%
53300	General Sessions Court	299,382	306,315	(1,168)	305,147	98.11%
53330	Drug Court	62,899	61,854	2,548	64,402	97.67%
53400	Chancery Court	202,300	223,793	(12,660)	211,133	95.82%

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FRANKLIN COUNTY FINANCE DEPARTMENT

Fiscal Year 2016/2017
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Account Number	Description	Realized Thru 4th QTR	Original Budget	Amendments	Amended Budget	Percent Realized
53500	Juvenile Court	130,384	133,908	(1,638)	132,270	98.57%
53700	Judicial Commissioners	139,211	134,132	13,891	148,023	94.05%
53900	Other Administration of Justice	9,659	18,000	-	18,000	53.66%
53910	Probation Services	129,849	133,017	(951)	132,066	98.32%
	Total Admin. Of Justice	\$ 1,912,104	\$ 1,960,181	\$ (2,558)	\$ 1,957,623	97.67%
54110	Sheriff's Department	3,685,079	3,635,407	153,713	3,789,120	97.25%
54160	Admin. of the Sex Offender	13,847	21,992	(4,155)	17,837	77.63%
54210	Jail	2,003,823	1,926,909	235,002	2,161,911	92.69%
54230	Community Reentry Program	244,116	598,520	(347,358)	251,162	97.19%
54240	Juvenile Services	41,264	37,250	5,000	42,250	97.67%
54410	Civil Defense	112,605	152,658	(28,022)	124,636	90.35%
54420	Rescue Squad	64,959	30,000	38,785	68,785	94.44%
54490	Consolidated Communications	791,144	900,577	(88,738)	811,839	97.45%
54610	County Coroner	29,940	36,100	-	36,100	82.94%
54710	Other Public Safety Grants	14,170	48,208	(16,708)	31,500	44.98%
	Total Public Safety	\$ 7,000,945	\$ 7,387,621	\$ (52,482)	\$ 7,335,139	95.44%
55110	Local Health Center	23,300	34,831	(4,450)	30,381	76.69%
55120	Rabies & Animal Control	244,250	263,533	(10,186)	253,347	96.41%
55190	Other Local Health Services	146,656	166,175	(12,062)	154,113	95.16%
55390	Appropriation to State	29,946	30,646	(700)	29,946	100.00%
55510	General Welfare Assistance	17,775	17,775	-	17,775	100.00%
55731	Waste Pick-Up (Litter Control)	86,533	102,573	(6,934)	95,639	90.48%
55739	Other Waste Collections	36,953	49,752	(10,534)	39,218	94.22%
55900	Other Public Health & Welfare	17,086	34,706	(3,386)	31,320	54.55%
	Total Public Health & Welfare	\$ 602,499	\$ 699,991	\$ (48,252)	\$ 651,739	92.44%
56300	Senior Citizens	39,585	96,950	(56,142)	40,808	97.01%
56700	Parks & Fair Boards	41,326	54,259	1,126	55,385	74.62%
	Total Social, Cultural, Recre.	\$ 80,911	\$ 151,209	\$ (55,016)	\$ 96,193	84.11%
57100	Agricultural Extension Service	73,511	104,808	(4,700)	100,108	73.43%
57500	Soil Conservation	78,021	77,261	5,782	83,043	93.95%
	Total Agr. & Natural Resources	\$ 151,532	\$ 182,069	\$ 1,082	\$ 183,151	82.74%
58190	Other Econ & Community Devel.	328,849	147,156	228,380	375,536	87.57%
58300	Veteran's Services	69,822	69,015	3,566	72,581	96.20%
58400	Other Charges	696,326	938,150	(139,059)	799,091	87.14%
91000	Capital Outlay	352,651	437,502	10,144,467	10,581,969	3.33%
	Total Other Operations	\$ 1,502,177	\$ 1,764,984	\$ 10,148,491	\$ 11,913,475	12.61%

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FRANKLIN COUNTY FINANCE DEPARTMENT

Fiscal Year 2016/2017
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Account Number	Description	Realized Thru 4th QTR	Original Budget	Amendments	Amended Budget	Percent Realized
	Transfers Out	14,309,752	\$ 15,000	\$ (15,000)	\$ -	
	Total County General Expenditures	\$ 30,541,893	\$ 17,046,333	\$ 10,382,425	\$ 27,428,758	111.35%
	Excess of Revenue Over (Under) Expenditures	\$ (1,380,588)	\$ (1,361,470)	\$ (1,104,264)	\$ (2,465,734)	
Courthouse Jail Maintenance Fund 112 - Revenues						
40000	Local Taxes	\$ 181,699	\$ 148,000	\$ 28,500	\$ 176,500	102.95%
	Total Courthouse Jail Maintenance Revenue	\$ 181,699	\$ 148,000	\$ 28,500	\$ 176,500	102.95%
Courthouse Jail Maintenance Fund 112 - Expenditures						
58400	Other Charges	\$ 1,839	\$ 1,600	\$ 400	\$ 2,000	91.97%
99100	Transfers Out	145,000	145,000	-	145,000	100.00%
	Total Courthouse Jail Maintenance Expenditures	\$ 146,839	\$ 146,600	\$ 400	\$ 147,000	99.89%
	Excess of Revenue Over (Under) Expenditures	\$ 34,860	\$ 1,400	\$ 28,100	\$ 29,500	

FRANKLIN COUNTY FINANCE DEPARTMENT

Fiscal Year 2016/2017
Quarter Ending June 30, 2017

Account Number	Description	Realized Thru 4th QTR	Original Budget	Amendments	Amended Budget	Percent Realized
Library Fund 115 - Revenues						
40000	Local Taxes	\$ 296,212	\$ 298,248	\$ (280)	\$ 297,968	99.41%
41000	License & Permits	\$ 1,681	1,650	-	1,650	101.88%
43000	Charges for Current Services	\$ 14,587	17,000	-	17,000	85.81%
44000	Other Local Revenues	\$ 2,397	19,050	(15,747)	3,303	72.57%
46000	State of Tennessee	\$ -	-	-	-	-
47000	Federal Government	\$ 1,464	2,200	3,280	5,480	26.72%
48000	Other Governments & Citizens Grps.	\$ 30,144	30,750	-	30,750	98.03%
49000	Other Sources (Non-Revenue)	\$ -	-	-	-	-
	Total Library Revenue	\$ 346,485	\$ 368,898	\$ (12,747)	\$ 356,151	97.29%
Library Fund 115 - Expenditures						
56500	Libraries	\$ 335,727	\$ 364,084	\$ 3,671	\$ 367,755	91.29%
58400	Other Charges	37,054	38,060	5,000	43,060	86.05%
90000	Capital Outlay	1,615	38,000	(10,000)	28,000	5.77%
99100	Transfers Out	3,000	3,000	-	3,000	100.00%
	Total Library Expenditures	\$ 377,395	\$ 443,144	\$ (1,329)	\$ 441,815	85.42%
	Excess of Revenue Over (Under)					
	Expenditures	\$ (30,911)	\$ (74,246)	\$ (11,418)	\$ (85,664)	

FRANKLIN COUNTY FINANCE DEPARTMENT

Fiscal Year 2016/2017
Quarter Ending June 30, 2017

Account Number	Description	Realized Thru 4th QTR	Original Budget	Amendments	Amended Budget	Percent Realized
Solid Waste/Sanitation Fund 116 - Revenues						
40000	Local Taxes	\$ 1,622,073	\$ 1,567,297	\$ 45,153	\$ 1,612,450	100.60%
41000	Licenses and Permits	13,187	12,800	400	13,200	99.90%
43000	Charges for Current Services	47,482	61,000	(10,000)	51,000	93.10%
44000	Other Local Revenues	265,909	227,000		227,000	117.14%
46000	State of Tennessee	22,992	30,000	32,250	62,250	36.94%
49000	Other Sources	-	-	-	-	
	Total Solid Waste Revenue	\$ 1,971,644	\$ 1,898,097	\$ 67,803	\$ 1,965,900	100.29%
Solid Waste/Sanitation Fund 116 - Expenditures						
55720	Sanitation Education/Information	\$ 1,636	\$ 1,900	\$ 200	\$ 2,100	77.90%
55732	Convenience Centers	313,955	313,914	12,896	326,810	96.07%
55733	Transfer Stations	1,209,004	1,370,069	(24,208)	1,345,861	89.83%
55770	Postclosure Care Cost	7,991	10,000	5,498	15,498	51.56%
58400	Other Charges	90,217	106,899	(9,000)	97,899	92.15%
99100	Transfers Out	43,803	43,803	-	43,803	100.00%
	Total Solid Waste Expenditures	\$ 1,666,606	\$ 1,846,585	\$ (14,614)	\$ 1,831,971	90.97%
	Excess of Revenue Over (Under)					
	Expenditures	\$ 305,038	\$ 51,512	\$ 82,417	\$ 133,929	

FRANKLIN COUNTY FINANCE DEPARTMENT

Fiscal Year 2016/2017
Quarter Ending June 30, 2017

Account Number	Description	Realized Thru 4th QTR	Original Budget	Amendments	Amended Budget	Percent Realized
Local Purpose Tax/Rural Fire Fund 120 - Revenues						
40000	Local Taxes	\$ 649,961	\$ 601,143	\$ 44,070	\$ 645,213	100.74%
41000	Licenses and Permits	24,014	23,850	300	24,150	99.44%
44000	Other Local Revenue	765	-	8,265	8,265	9.26%
	Total Rural Fire Revenue	\$ 674,740	\$ 624,993	\$ 52,635	\$ 677,628	99.57%
Local Purpose Tax/Rural Fire Fund 120 - Expenditures						
54310	Fire Prevention & Control	\$ 703,204	\$ 749,050	\$ 19,265	\$ 768,315	91.53%
	Total Rural Fire Expenditures	\$ 703,204	\$ 749,050	\$ 19,265	\$ 768,315	91.53%
	Excess of Revenue Over (Under) Expenditures	\$ (28,463)	\$ (124,057)	\$ 33,370	\$ (90,687)	
Drug Control Fund 122 - Revenues						
42000	Fines, Forfeitures & Penalties	\$ 13,913	\$ 50,000	\$ -	\$ 50,000	27.83%
43000	Other General Service Charges	14,179	50	14,129	14,179	100.00%
44000	Other Local Revenues	-	7,700	-	7,700	0.00%
46000	State of Tennessee	-	-	-	-	
47000	Federal Government	215	30,000	(24,914)	5,086	4.23%
48000	Other Governments & Citizens Grps.	1,500	1,500	250	1,750	85.71%
	Total Drug Control Revenue	\$ 29,807	\$ 89,250	\$ (10,535)	\$ 78,715	37.87%
Drug Control Fund 122 - Expenditures						
54150	Drug Enforcement	\$ 42,309	\$ 92,950	\$ (24,664)	\$ 68,286	61.96%
58400	Other Charges	293	700	-	700	41.87%
	Total Drug Control Expenditures	\$ 42,602	\$ 93,650	\$ (24,664)	\$ 68,986	61.76%
	Excess of Revenue Over (Under) Expenditures	\$ (12,796)	\$ (4,400)	\$ 14,129	\$ 9,729	

Prepared by Andrea Smith 7/31/2017

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FRANKLIN COUNTY FINANCE DEPARTMENT

Fiscal Year 2016/2017
Quarter Ending June 30, 2017

Account Number	Description	Realized Thru 4th QTR	Original Budget	Amendments	Amended Budget	Percent Realized
General Debt Service Fund 151 - Revenues						
40000	Local Taxes	\$ 2,061,626	\$ 2,013,807	\$ 52,679	\$ 2,066,486	99.76%
41000	Licenses and Permits	11,216	10,000	1,230	11,230	99.88%
44110	Interest Earned	-	-	-	-	
49000	Other Sources (Non-Revenue)	4,769,267	145,000	-	145,000	3289.15%
	Total Gen Debt Serv Revenue	\$ 6,842,109	\$ 2,168,807	\$ 53,909	\$ 2,222,716	307.83%
General Debt Service Fund 151 - Expenditures						
82310	General Government Debt Service	\$ 5,983,779	\$ 1,399,287	\$ 40,235	\$ 1,439,522	415.68%
	Total Gen Debt Serv Expenditures	\$ 5,983,779	\$ 1,399,287	\$ 40,235	\$ 1,439,522	415.68%
	Excess of Revenue Over (Under) Expenditures	\$ 858,330	\$ 769,520	\$ 13,674	\$ 783,194	
Education Debt Service Fund 156 - Revenues						
40000	Local Taxes	\$ 2,478,423	\$ 2,413,192	\$ 88,870	\$ 2,502,062	99.06%
41000	Licenses and Permits	5,811	8,500	(2,500)	6,000	96.85%
49000	Other Sources (Non-Revenue)	-	-	-	-	
	Total Educ Debt Serv Revenue	\$ 2,484,234	\$ 2,421,692	\$ 86,370	\$ 2,508,062	99.05%
Education Debt Service Fund 156 - Expenditures						
82330	Educ Government Debt Service	\$ 2,251,313	\$ 2,265,220	\$ -	\$ 2,265,220	99.39%
	Total Educ Debt Serv Expenditures	\$ 2,251,313	\$ 2,265,220	\$ -	\$ 2,265,220	99.39%
	Excess of Revenue Over (Under) Expenditures	\$ 232,921	\$ 156,472	\$ 86,370	\$ 242,842	

Prepared by Andrea Smith 7/31/2017

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FRANKLIN COUNTY FINANCE DEPARTMENT						Fiscal Year 2016/2017	
						Quarter Ending June 30, 2017	
Account Number	Description	Realized Thru 4th Qtr	Original Budget	Amendments	Amended Budget	Percent Realized	
Highway Fund 131 - Revenue							
40000	Local Taxes	\$ 659,195.23	\$ 643,238.00	\$ 33,146.00	\$ 676,384.00	97.46%	
41100	Licenses & Permits	3,405.42	3,200.00	-	3,200	106.42%	
43000	Charges for Current Services	19,009.88	550.00	20,000.00	20,550	92.51%	
44000	Other Local Revenues	10,382.18	22,200.00	(10,000.00)	12,200	85.10%	
46000	State of Tennessee Revenues	3,780,619.18	3,220,795.00	529,577.22	3,750,372	100.81%	
47000	Federal Government Revenues	-	-	-	-		
49000	Other Sources (Non-Revenue)	42,575.00	15,000.00	27,575.00	42,575	100.00%	
	Total Highway Revenue	\$ 4,515,187	\$ 3,904,983	\$ 600,298	\$ 4,505,281	100.22%	
Highway Fund 131 - Expenditures							
61000	Administration	\$ 387,219	\$ 348,702	\$ 67,281	\$ 415,983	93.09%	
62000	Highway & Bridge Maintenance	823,496	983,783	(66,000)	917,783	89.73%	
63100	Operation of Maintenance	327,277	354,290	20,000	374,290	87.44%	
63400	Quarry Operations	234,865	340,483	(42,000)	298,483	78.69%	
65000	Other Charges	183,021	240,012	(24,351)	215,661	84.87%	
68000	Capital Outlay	1,075,051	875,500	324,956	1,200,456	89.55%	
82000	Debt Service	19,121	19,125	-	19,125	99.98%	
99100	Operating Transfers	53,803	53,803	-	53,803	100.00%	
	Total Highway Expenditures	\$ 3,103,852	\$ 3,215,699	\$ 279,886	\$ 3,495,585	88.79%	
	Excess of Revenue Over (Under)	\$ 1,411,335	\$ 689,284	\$ 320,412	\$ 1,009,696		
	Expenditures						

Prepared by asmith 8/1/2017

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FISCAL YR 2016-17
 QUARTER ENDING June 30, 2017

BOARD OF EDUCATION FUND 141		REALIZED THRU 4th QTR	ORIGINAL BUDGET	AMENDMENTS	AMENDED BUDGET	% REALIZED
REVENUES:						
40100	COUNTY PROPERTY TAXES	\$ 9,845,008	\$ 9,774,480	\$ -	\$ 9,774,480	100.72%
40200	COUNTY LOCAL OPTION TAXES	\$ 4,878,703	\$ 4,328,600	\$ 111,667	\$ 4,440,267	109.87%
40300	STATUTORY LOCAL TAXES	\$ 72,386	\$ 61,800	\$ -	\$ 61,800	117.13%
41100	LICENSES & PERMITS	\$ 59,658	\$ 51,046	\$ -	\$ 51,046	118.87%
43500	EDUCATION CHARGES	\$ 218,370	\$ 265,397	\$ 5,000	\$ 270,397	80.76%
44100	RECURRING ITEMS	\$ 89,156	\$ 37,204	\$ 48,757	\$ 85,961	103.72%
44500	NONRECURRING ITEMS	\$ 104,043	\$ 20,000	\$ 72,762	\$ 92,762	112.16%
46500	REGULAR EDUCATION FUNDS	\$ 207,219	\$ 28,308,118	\$ 4,024	\$ 28,312,142	99.99%
46800	OTHER STATES REVENUES	\$ 28,309,176	\$ 50,000	\$ 110,600	\$ 160,600	31.44%
47000	FEDERAL GOVERNMENT REVENUES	\$ 50,500	\$ 71,000	\$ 122,356	\$ 193,356	93.10%
49700	INSURANCE RECOVERY	\$ 160,018	\$ -	\$ 169,366	\$ 169,366	
49800	OTHER SOURCES /TRANSFERS	\$ 99,020	\$ 100,000	\$ -	\$ 100,000	100.00%
TOTAL REVENUE		\$ 44,113,257	\$ 43,067,645	\$ 644,532	\$ 43,712,177	100.65%

EXPENDITURES:						
71100	TOTAL REGULAR INSTRUCTION	\$ 20,265,566	\$ 21,088,182	\$ (403,061)	\$ 20,665,121	98.07%
71150	TOTAL ALTERNATE INSTRUCTION PROGRAM	\$ 258,361	\$ 202,117	\$ 66,220	\$ 268,337	96.29%
71200	TOTAL SPECIAL EDUCATION PROGRAM	\$ 3,864,319	\$ 3,765,170	\$ 128,224	\$ 3,893,394	99.25%
71300	TOTAL VOCATIONAL PROGRAM	\$ 1,155,488	\$ 1,254,251	\$ -	\$ 1,254,251	92.13%
71400	TOTAL STUDENT BODY EDUCATION	\$ 198,589	\$ 151,824	\$ 49,250	\$ 201,074	98.76%
	TOTAL INSTRUCTION	\$ 25,742,344	\$ 26,441,544	\$ (159,367)	\$ 26,282,177	
72110	TOTAL ATTENDANCE	\$ 195,254	\$ 198,754	\$ -	\$ 198,754	98.24%
72120	TOTAL HEALTH SERVICES	\$ 679,382	\$ 539,654	\$ 139,888	\$ 679,542	99.98%
72130	TOTAL OTHER STUDENT SUPPORT	\$ 1,480,247	\$ 1,511,311	\$ 21,182	\$ 1,532,493	96.59%
72210	TOTAL REGULAR INSTRUCTION PROGRAM	\$ 1,211,437	\$ 1,178,021	\$ 61,108	\$ 1,237,127	97.92%
72220	TOTAL SPECIAL EDUCATION SUPPORT PROGRAM	\$ 139,436	\$ 291,036	\$ (144,673)	\$ 146,363	95.27%
72230	TOTAL VOCATIONAL EDUCATION SUPPORT	\$ 45,430	\$ 69,812	\$ -	\$ 69,812	65.08%
72310	TOTAL BOARD OF EDUCATION SUPPORT SERVICE	\$ 1,134,561	\$ 1,136,867	\$ 31,464	\$ 1,168,331	97.11%
72320	TOTAL DIRECTOR OF SCHOOL SUPPORT SERVICE	\$ 303,792	\$ 513,516	\$ 14,570	\$ 528,086	57.53%
72410	TOTAL OFFICE OF THE PRINCIPAL SUPPORT SERVICE	\$ 2,239,625	\$ 2,296,931	\$ (24,500)	\$ 2,272,431	98.56%
72520	HUMAN RESOURCES/PERSONNEL	\$ 226,461	\$ 234,267	\$ -	\$ 234,267	96.67%
72610	TOTAL OPERATION OF THE PLANT	\$ 3,346,406	\$ 3,547,364	\$ -	\$ 3,547,364	94.33%
72620	TOTAL MAINTENANCE OF PLANT	\$ 1,247,408	\$ 1,371,868	\$ -	\$ 1,371,868	90.93%
72710	TOTAL TRANSPORTATION	\$ 2,293,451	\$ 2,399,802	\$ 1,110	\$ 2,400,712	95.53%
72810	TOTAL CENTRAL AND OTHER SUPPORT	\$ 88,837	\$ 654,248	\$ (563,966)	\$ 90,262	98.42%
	TOTAL SUPPORT SERVICES	\$ 14,631,727	\$ 15,941,251	\$ 410,352	\$ 16,351,603	
73300	TOTAL COMMUNITY SERVICE	\$ 1,341,589	\$ 495,333	\$ 230,195	\$ 725,528	73.55%
73400	EARLY CHILDHOOD EDUCATION	\$ 1,875,196	\$ 1,374,365	\$ (21,748)	\$ 1,352,617	99.18%
	TOTAL NON INSTRUCTION	\$ 1,875,196	\$ 1,869,698	\$ 208,447	\$ 2,078,145	
76100	TOTAL CAPITAL OUTLAY	\$ 170,290	\$ 110,000	\$ 243,778	\$ 353,778	48%
	TOTAL CAPITAL OUTLAY	\$ 170,290	\$ 110,000	\$ 243,778	\$ 353,778	
82130	PRINCIPAL ON DEBT	\$ 11,904	\$ 133,293	\$ 17,889	\$ 151,182	100.00%
82230	INTEREST ON DEBT	\$ -	\$ 11,905	\$ -	\$ 11,905	99.99%
82330	DEBT SERVICE TO PRIMARY	\$ 100,000	\$ -	\$ -	\$ -	#DIV/0!
99000	TRANSFER TO OTHER FUNDS	\$ 263,085	\$ 103,420	\$ (3,420)	\$ 100,000	100.00%
	TOTAL OTHER USES	\$ 374,989	\$ 248,618	\$ 14,469	\$ 263,067	
TOTAL DISBURSEMENTS		\$ 43,519,847	\$ 44,611,111	\$ 717,678	\$ 45,328,789	98.01%
Excess of Revenue Over (Under)		\$ 593,410	\$ (1,543,466)			

Includes Encumbrances @ Year End of \$500,684.27

FINANCIAL STATEMENT
BOARD OF EDUCATION Federal Projects (Fund 142)

FISCAL YR 2016-17
QUARTER ENDING June 30, 2017

REVENUE	REALIZED THRU 4th QTR	ORIGINAL BUDGET	AMENDMENTS	AMENDED BUDGET	% REALIZED
44100 RECURRING REVENUE	\$ -	\$ -	\$ -	\$ -	0.00%
47000 FEDERAL GOVERNMENT	\$ -	\$ -	\$ -	\$ -	0.00%
47100 FEDERAL THRU STATE	\$ 3,066,589	\$ 3,154,085	\$ 397,791	\$ 3,551,876	86.34%
49800 OTHER SOURCES	\$ 100,000	\$ -	\$ 100,000	\$ 100,000	100.00%
	\$ -	\$ -	\$ -	\$ -	0.00%
TOTAL FEDERAL REVENUE	\$ 3,166,589	\$ 3,154,085	\$ 497,791	\$ 3,651,876	86.71%

EXPENDITURES	REALIZED THRU 4th QTR	ORIGINAL BUDGET	AMENDMENTS	AMENDED BUDGET	% REALIZED
71100 REGULAR INSTRUCTION	\$ 1,249,670	\$ 1,207,679	\$ 170,778	\$ 1,378,457	90.66%
71200 SPEDICAL EDUCATION	\$ 692,292	\$ 719,437	\$ 78,722	\$ 798,159	86.95%
71300 VOCATIONAL EDUCATION	\$ 73,605	\$ 73,740	\$ (135)	\$ 73,605	100.00%
72120 HEALTH SERVICES	\$ 84,643	\$ 214,000	\$ (123,033)	\$ 90,967	93.05%
72130 OTHER STUDENT SUPPORT	\$ 45,907	\$ 177,103	\$ 19,889	\$ 196,791	23.33%
72210 REGULAR INSTRUCTION SUPPORT	\$ 358,574	\$ 299,933	\$ 110,213	\$ 410,146	87.43%
72220 SPEDICAL EDUCATION SUPPORT	\$ 384,531	\$ 266,098	\$ 135,573	\$ 401,671	95.73%
72230 VOCATIONAL EDUCATION SUPPORT	\$ -	\$ -	\$ -	\$ -	#DIV/0!
72710 TRANSPORTATION	\$ 189,237	\$ 227,500	\$ (23,420)	\$ 204,080	92.73%
99100 TRANSFERS OUT	\$ 100,000	\$ -	\$ 100,000	\$ 100,000	100.00%
	\$ -	\$ -	\$ -	\$ -	0.00%
TOTAL FEDERAL EXPENDITURES	\$ 3,178,459	\$ 3,185,490	\$ 468,386	\$ 3,651,876	87.04%

FINANCIAL STATEMENT
BOARD OF EDUCATION CENTRALIZED CAFETERIA (Fund 143)

FISCAL YR 2016-17
QUARTER ENDING June 30, 2017

REVENUE	REALIZED THRU 4th QTR	ORIGINAL BUDGET	AMENDMENTS	AMENDED BUDGET	% REALIZED
43500 CHARGES FOR CURRENT SERVICES	\$ 968,332	\$ 1,035,779	\$ -	\$ 1,035,779	93.49%
44100 RECURRING REVENUE	\$ 16,258	\$ 8,700	\$ 6,000	\$ 14,700	110.60%
46500 STATE OF TN	\$ 29,310	\$ 32,754	\$ -	\$ 32,754	89.49%
47000 FEDERAL GOVERNMENT	\$ 2,349,043	\$ 2,291,703	\$ -	\$ 2,291,703	102.50%
	\$ -	\$ -	\$ -	\$ -	0.00%
TOTAL CAFETERIA REVENUE	\$ 3,379,664	\$ 3,368,936	\$ 18,000	\$ 3,386,936	99.79%

EXPENDITURES	REALIZED THRU 4th QTR	ORIGINAL BUDGET	AMENDMENTS	AMENDED BUDGET	% REALIZED
73100 FOOD SERVICE	\$ 3,160,316	\$ 3,565,835	\$ 89,000	\$ 3,654,835	86.47%
	\$ -	\$ -	\$ -	\$ -	0.00%
TOTAL CAFETERIA EXPENDITURES	\$ 3,160,316	\$ 3,565,835	\$ 89,000	\$ 3,654,835	86.47%

Franklin Co Trustee's Interest Earned Analysis & Comparison

June, 2017

Current Amt Invested in the Following:

CD	\$ 7,500,000	Interest Bearing Check/Savings	\$ 22,253,346	Mutual Funds	\$ -
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Gross Interest Earned for the Month of Jun \$ 7,374.50

Fund Number	Fund Title	Gross Collections	Trustee Fee Admin Fee 2%	Net Fund Collections
116	Solid Waste	\$ 7,020.07	\$ (140.40)	\$ 6,879.67
151	General Debt Service	\$ -	\$ -	\$ -
141	General Schools	\$ 354.43	\$ (7.09)	\$ 347.34
Total		\$ 7,374.50	\$ (140.40)	\$ 6,879.67

Interest Revenue Monthly Fiscal Comparison

	Solid Waste	Gen Debt	Schools
Jun-16	\$ 5,966.17	\$ -	\$ -
Jun-17	\$ 7,020.07	\$ -	\$ 354.43
Over/Under	\$ 1,053.90	\$ -	\$ 354.43

Interest Year to Date Revenue Fiscal Comparison

	Solid Waste	Gen Debt	Schools
2015/16	\$ 62,071.30	\$ -	\$ -
2016/17	\$ 66,170.39	\$ -	\$ 4,102.61
Over/Uner	\$ 4,099.09	\$ -	\$ 4,102.61

Fiscal Year 2016/17 Appropriations 44110 Interest Earned

	Appropriation	Collected	% Collected	Balace to Collect
116 Solid Waste (up to \$75,000)	\$ 66,000.00	\$ 66,170.39	100.26%	\$ (170)
151 General Debt Service (next \$)	\$ -	\$ -	0.00%	\$ -
141 School General Fund (OPEB Reserve Interest)	\$ -	\$ 4,102.61	0.00%	\$ (4,103)

Franklin Co Trustee's Interest Earned Analysis & Comparison

July, 2017 (Received in August)

Current Amt Invested in the Following:

CD	\$ 7,500,000	Interest Bearing Check/Savings	\$ 20,609,659	Mutual Funds	\$ -
Gross Interest Earned for the Month of July				\$ 8,557.65	

Fund Number	Fund Title	Gross Collections	Trustee Fee Admin Fee 2%	Net Fund Collections
116	Solid Waste	\$ 8,203.22	\$ (164.06)	\$ 8,039.16
151	General Debt Service	\$ -	\$ -	\$ -
141	School General	\$ 354.43	\$ (7.09)	\$ 347.34
Total		\$ 8,557.65	\$ (171.15)	\$ 8,386.50

Interest Revenue Monthly Fiscal Comparison

	Solid Waste	Gen Debt	School
Jul-16	\$ 5,637.89	\$ -	\$ -
Jul-17	\$ 8,203.22	\$ -	\$ 354.43
Over/Under	\$ 2,565.33	\$ -	\$ 354.43

Interest Year to Date Revenue Fiscal Comparison

	Solid Waste	Gen Debt	School
2016/17	\$ 5,637.89	\$ -	\$ -
2017/18	\$ 8,557.65	\$ -	\$ 354.43
Over/Uner	\$ 2,919.76	\$ -	\$ 354.43

Fiscal Year 2017/18 Appropriations 44110 Interest Earned

	Appropriation	Collected	% Collected	Balace to Collect
116 Solid Waste (up to \$75,000)	\$ 66,000.00	\$ 8,557.65	12.97%	\$ 57,442
151 General Debt Service (next \$)	\$ -	\$ -	0.00%	\$ -
141 School General Fund (OPEB Reserve Interest)	\$ -	\$ 354.43	0.00%	\$ (354)

Local Option Sales Tax Analysis & Comparison

June 2017 (Received in July)

County/City	Gross Franklin County Collections	State Admin Fee 1.125%	Net Franklin County Collections	County Revenue (Co 100%) (City 50%)	Cities Revenue is Less 1% Trustee Admin
**Franklin County	146,007.26	(1,642.58)	144,364.68	144,364.68	-
Winchester	357,093.62	(4,017.30)	353,076.32	176,538.16	174,772.78
Cowan	17,653.94	(198.61)	17,455.33	8,727.67	8,640.39
Decherd	270,711.88	(3,045.51)	267,666.37	133,833.19	132,494.85
Estill Springs	30,249.11	(340.30)	29,908.81	14,954.40	14,804.86
Huntland	13,895.08	(156.32)	13,738.76	6,869.38	6,800.69
Tullahoma	1,961.40	(22.07)	1,939.33	969.67	959.97
Total	837,572.29	(9,422.69)	828,149.60	486,796.21	338,473.54

Local Option Sales Tax Monthly Revenue Fiscal Comparison

Jun-16	462,037	*Note Franklin County received an additional
Jun-17	486,796	\$539.07

Over/Under 24,760

Local Option Sales Tax Year to Date Revenue Fiscal Comparison

2015/16	5,102,809
2016/17	5,428,760

Over/Uner 325,952

2015/16 Sales Tax Appropriations

	Appropriation	Collected	% Collected	Balance to Collect
141 General Schools	4,412,267	4,590,677.02	104.04%	(178,410)
156 Education Debt Service	829,825	838,083	101.00%	(8,258)

Fund 156 receives overages of collections from Fund 141

**Franklin County as Trustee Adjusted by State of Tennessee Department of Revenue

Local Option Sales Tax Analysis & Comparison

July 2017 (Received in August)

County/City	Gross Franklin County Collections	State Admin Fee 1.125%	Net Franklin County Collections	County Revenue (Co 100%) (City 50%)	Cities Revenue is Less 1% Trustee Admin
Franklin Co.	141,929.91	(1,596.71)	140,333.20	140,333.20	-
Winchester	355,443.70	(3,998.74)	351,444.96	175,722.48	173,965.25
Cowan	16,185.85	(182.09)	16,003.76	8,001.88	7,921.86
Decherd	267,035.49	(3,004.15)	264,031.34	132,015.67	130,695.51
Estill Spgs.	29,270.72	(329.30)	28,941.42	14,470.71	14,326.01
Huntland	16,780.51	(188.78)	16,591.73	8,295.86	8,212.91
Tulahoma	1,523.99	(17.14)	1,506.85	753.42	745.89
Total	828,170.17	(9,316.91)	818,853.26	480,132.30	335,867.43

Local Option Sales Tax Monthly Revenue Fiscal Comparison

Jul-16	489,981	*Note Franklin County received an additional
Jul-17	480,132	\$539.07

Over/Under (9,849)

Local Option Sales Tax Year to Date Revenue Fiscal Comparison

2016/17	489,981
2017/18	480,132

Over/Uner (9,849)

2017/18 Sales Tax Appropriations

	Appropriation	Collected	% Collected	Balance to Collect
141 General Schools	4,627,000	409,966	8.86%	4,217,034
156 Education Debt Service	850,000	70,167	8.25%	779,833

Fund 156 receives overages of collections from Fund 141

Franklin County Board of Commissioners
Legislative Committee
Minutes of September 7, 2017

The Legislative Committee met in Conference Room 204 at the courthouse and was called to order at 6:00 pm by Chairman Johnny Hughes.

MEMBERS PRESENT: Chairman Johnny Hughes, Eddie Clark, Iris Rudder, and Dave Van Buskirk

OTHERS PRESENT: Secretary Mary Sons

1. *Motion by Van Buskirk to approve minutes of July 6, 2017 second Rudder; all ayes.*
2. *Motion by Clark to recommend (14) notary applications be sent to full commission for approval, second Van Buskirk; all ayes.*
3. *Motion by Clark to adjourn, second Van Buskirk; all ayes.*

Respectfully Submitted,

Johnny Hughes, Chairman

DATE APPROVED: _____
JH/ms

**MINUTES OF THE FINANCIAL MANAGEMENT COMMITTEE
OF THE FRANKLIN COUNTY BOARD OF COMMISSIONERS**

Thursday, September 7, 2017

The Financial Management Committee of the Franklin County Commission met in a regular scheduled meeting Thursday, September 7, 2017 in the Annex Community Room at 8:30 am the following were had to wit:

PRESENT: Committee Members – Richard Stewart, Mayor; David Eldridge, Co Commissioner; Johnny Hughes, Co Commissioner; Eddie Clark, Co Commissioner; Stanley Bean, Director of Schools; Barbara Finney, Co Commissioner; Andrea Smith, Ex Officio; Cindy Latham, Secretary. Visitors included Mary Sons, William Anderson, Randy, Kelly, Phillip Custer, Ben Lynch, Paxton Brannon and Phillip Lorenz

Meeting was called to order by Mayor Stewart

1. ***MOTION** by Clark, second by Hughes to approve the July 6th Finance Committee Minutes. Vote resulted in all Ayes, motion carried.
2. ***MOTION** by Eldridge, second by Finney to approve and send to the commission the June & July Sales Tax and Interest Reports. The vote resulted in all Ayes, motion carried.
3. ***MOTION** by Clark, second by Finney to approve the June & July Finance Director's Reports. Vote resulted in all Ayes, motion carried.
4. ***MOTION** by Eldridge, second by Finney to approve the Quarterly Reports for all funds. The vote resulted in all Ayes, motion carried.
5. ***MOTION** by Clark, second by Hughes to approve & send to full commission the Board of Education GP and Cafeteria budget amendments. The vote resulted in all Ayes, motion carried.
6. ***MOTION** by Eldridge, second by Finney to approve the DGA Health Dept Grant & Summary for 2017-18. Vote resulted in all Ayes, motion carried
7. ***MOTION** by Clark, second by Eldridge to approve Franklin Co CDBG Grant Summary and Contract for TCAT. The vote resulted in all Ayes, motion carried.
8. ***MOTION** by Eldridge, second by Hughes to approve and send to the full commission a Multi-Year lease with Pitney Bowes for the Register of Deeds. Vote resulted in all Ayes, motion carried.
9. ***MOTION** by Hughes, second by Clark to approve and send to full commission a Multi-Year lease for software to KeepItSafe for the Sheriff Dept. (funds are within the department's budget) The vote resulted in all ayes, motion carried.
10. ***MOTION** by Eldridge, second by Finney to approve Multi-Year lease agreement with Simplex Grinnell Fire Alarm for the FC Senior Citizens Building. Vote resulted in all Ayes, motion carried.
11. Director Smith presented an updated schedule for Education Debt Service Fund for information purposes.
12. ***MOTION** by Clark, second by Bean for more information be brought back to the Finance Committee on the Hotel-Motel tax. The committee asked Director Smith to contact CTAS and other counties to see how they are collecting this tax. The vote resulted in all Ayes, motion carried.

13. ***MOTION** by Clark, second by Finney to approve and send to the full commission the County Budget amendment. Vote resulted in all Ayes, motion carried.

There being no further business ***MOTION** by Clark, second by Eldridge to adjourn meeting at 9:10 a.m. Vote resulted in all Ayes, motion carried.

Respectfully submitted by:

Date Approved

cb/RS

RESOLUTION# - 8a-0917

A RESOLUTION AMENDING THE GENERAL FUND & LIBRARY FUND BUDGETS OF FRANKLIN COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2018.

WHEREAS, certain amendments are needed to provide for compliance with audit requirements to not overspend allocated amounts in different funds and receive unanticipated revenues that require an increase in estimated revenue and/or proposed expenditures from unreserved balances in each respective fund,

NOW, THEREFORE, BE IT RESOLVED, that the General Fund & Library Fund Budgets of Franklin County, Tennessee be amended as follows:

Department & Description	Account Number					Debit Revenue Source	Credit Expenditure
	Fund	Category	Obj	CC	Sub Obj		
Other Federal Through State - Sewanee Airport	101	47590		AIRPT		225,000.00	
Co Buildings - Contract Services Airport	101	51800	399	AIRPT			225,000.00
Budget 2018 Airport 100LL Fueling System Grant 26-555-0179-16							
Other Federal Through State - Sewanee Airport	101	47590		AIRPT		14,300.00	
Co Buildings - Contract Services Airport	101	51800	399	AIRPT			14,300.00
Budget 2018 Airport Maintenance Grant							
Other Local Revenue - Project Preservation	101	44990		PRESV		25.25	
Other Charges - Project Preservation	101	51100	599	PRESV			25.25
Clean up Project Preservation Balances							
Co Mayor - Life Insurance	101	51300	206			17.55	
ID Board - Life Insurance	101	58120	206				17.55
Clean up Life Insurance BG for 50/50 employee							
Unassigned Fund Balance (-)	101	39000				5,712.83	
Sheriff - Other Charges - Reserves	101	54110	599	RESER			5,712.83
Carryover Reserve Balance from 2016/17							
Unassigned Fund Balance (-)	101	39000				1,580.07	
Rescue Squad - Other Capital Outlay	101	54420	799				1,580.07
Carryover Reserve Balance from 2016/17							
Cons Comm -	101	54490				4,250.00	
Cons Comm - Maintenance Agreements	101	54490	334				4,250.00
Budget Copier Maintenance Cons Communications							
Appropriation to State - Contract	101	55390	309			4,200.00	
Health Dept - Building Maintenance	101	55110	335				4,200.00
State approved reduction of funds for HVAC improvements at Health Dept							

Department & Description	Account Number					Debit Revenue Source	Credit Expenditure
	Fund	Category	Obj	CC	Sub Obj		
Unassigned Fund Balance (-)	101	39000				2,095.25	
Health Dept - Other Charges Maint Balance	101	55110	599	55110			150.00
Health Dept - Other Charges for Back 2 School	101	55110	599	B2SB			1,945.25
Carryover Reserve Balance from 2016/17							
Other Health & Welfare - Tobacco Cessation	101	55900	599	TOBAC		1,166.89	
Unassigned Fund Balance (+)	101	39000					1,166.89
Carryover Reserve Balance from 2016/17 is a reduction							
Unassigned Fund Balance (-)	101	39000				29,714.07	
ID Board - Other Contracted Services	101	58120	399				29,714.07
Carryover Reserve Balance from 2016/17							
Proceeds from Sale of Capital Assets	101	49600		58120		168,165.00	
ID Board - Other Capital Outlay	101	58120	799				168,165.00
Budget Land Sale and Purchase for ID Board 7/6/17							
Community Development	101	47180		HOME		500,000.00	
Other Econ & Comm Dev - Contracted Serv	101	58190	399	HOME			500,000.00
Budget SCTDD Community Development Housing Grant							
Unassigned Fund Balance (-)	101	39000				60.98	
Veterans Admin - Other Charges DAV	101	58300	599	DAV			60.98
Carryover Reserve Balance from 2016/17							
Unassigned Fund Balance (-) \$17,000 reimb	101	39000				28,093.00	
Maintenance Personnel	101	51800	167				20,280.00
Social Security	101	51800	201				1,258.00
Retirement	101	51800	204				947.00
Life Insurance	101	51800	206				32.00
Medical Insurance	101	51800	207				5,200.00
Unemployment	101	51800	210				81.00
Employer Medicare Liability	101	51800	212				295.00
Add Position in Maintenance offset 60% by Reimbursements							
Total County General Fund 101						984,380.89	984,380.89
Clean up Budget Amendment Grants and Program Reserves- County General							
Other Direct Federal Revenue	101	47990		TE15			337.29
Contracts with Private Agencies	101	54230	312	TE15		4,500.00	
Travel	101	54230	355	TE15		194.88	
Other Contracted Services	101	54230	399	TE15			3,150.00
Other Supplies & Materials	101	54230	499	TE15		251.41	
Other Charges	101	54230	599	TE15			1,459.00
Total County General Fund 101						4,946.29	4,946.29
Clean up Community Reentry Grant - Technology							

Department & Description	Account Number					Debit Revenue Source	Credit Expenditure
	Fund	Category	Obj	CC	Sub Obj		
Library - Data Processing Equip Grant	115	56500	709	TECH		563.00	
Other Federal Revenue	115	47590		TECH			563.00
Total Library Fund						563.00	563.00
State Reduced the Library Tech Grant 8/15/17							

Approved this the 18th Day of September 2017.

Eddie Clark, Chairman of the Commission

Richard Stewart, County Mayor

ATTEST: Phillip Custer, County Clerk

Resolution Sponsored By: _____ Clark & Finney

Motion to Adopt By: _____ Second By: _____

Votes: _____ Ayes _____ Nays _____

Declaration: _____

86-0917

A RESOLUTION AMENDING THE FRANKLIN CO BOARD OF EDUCATION GENERAL PURPOSE SCHOOL BUDGET OF FRANKLIN COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2018

WHEREAS, certain amendments are needed to provide for compliance with audit requirements to not overspend allocated amounts in different funds and receive unanticipated revenues that require an increase in estimated revenue and/or proposed expenditures from unappropriated balances in the General Purpose School Budget Fund,

NOW, THEREFORE, BE IT RESOLVED, that the General Purpose School Budget Fund of Franklin County, Tennessee be amended as follows:

		Revenue (Debit)	Expenditure (Credit)
Other Salaries	73300 189 (93017) 330		\$ 12,592.65
Social Security	73300 201 (93017) 330		\$ 822.15
Retirement	73300 204 (93017) 330		\$ 1,427.57
Health Ins	73300 207 (93017) 330		\$ 5,497.86
Medicare	73300 212 (93017) 330		\$ 191.75
LTD	73300 299 (93017) 330		\$ 80.01
Travel	73300 355 (93017) 330		\$ 8,544.68
Contracted Services	73300 399 (93017) 330		\$ 2,875.00
Other Supplies	73300 499 (93017) 330		\$ 1,124.56
Indirect Cost	73300 504 (93017) 330		\$ 2,200.00
Direct Federal Revenue	47990 (93017) 330	\$ 35,356.23	
DFC Carry Over to 09/30/17		\$ 35,356.23	\$ 35,356.23
Insurance Bonus	73400-188 (108)		\$ 0.40
Substitutes	73400-198 (108)	\$ 1,699.40	
Social Security	73400-201 (108)		\$ 0.39
Retirement	73400-204 (108)		\$ 0.48
Health Ins	73400-207 (108)	\$ 0.16	
Medicare	73400-212 (108)		\$ 0.08
LTD	73400-299 (108)		\$ 0.21
Other Supplies	73400-499 (108)		\$ 1,100.00
Inservice Staff Dev	73400-524 (108)		\$ 600.00
Early Childhood Revenue	46515 (108)	\$ 2.00	
Pre K Grant		\$ 1,701.56	\$ 1,701.56
P/Y Reserve	34555 (113)	\$ 10,000.00	
Inservice Staff Dev	72210-524		\$ 10,000.00
Donation from P/Y for Speaker		\$ 10,000.00	\$ 10,000.00

Contracted Services	73300-399 (134)		\$	70,000.00
Other Supplies	73300-499 (134)		\$	20,998.00
Travel	73300-355 (134)		\$	20,000.00
Indirect Cost	73300-504 (134)		\$	2,336.00
Other State Revenue	46590 (134)	\$	113,334.00	
Opiod STR Grant		\$	113,334.00	\$ 113,334.00

P/Y Reserve	34555 (200)	\$	17,900.00	
Other Charges	73300-599 (200)			\$ 17,900.00
P/Y Reserve Back Pack Program		\$	17,900.00	\$ 17,900.00

Teachers	71100-116	\$	48,659.00	
Instructional Software	71100-471 (124)			
Teacher	71150-116 ALT			\$ 2,400.00
Social Security	71150-201 ALT			\$ 149.00
Retirement	71150-204-ALT			\$ 218.00
Medicare	71150-212 ALT			\$ 35.00
Other Salaries	72130-189 CO (601)	\$	41,000.00	
Social Security	72130-201 CO (601)	\$	2,542.00	
Retirement	72130-204 CO (601)	\$	3,723.00	
Health Insurance	72130-207	\$	9,420.00	
Supervisor	72210-105 CO (601)			\$ 31,500.00
Health Insurance	72210-207			\$ 6,055.00
Software	72210-471 (124)	\$	5,500.00	
Medicare	72210-212 CO (601)			\$ 460.00
Supervisor	72250-105 TECH (112)			\$ 31,528.00
Social Security	72250-201 TECH (112)			\$ 1,955.00
Retirement	72250-204 TECH (112)			\$ 4,414.00
Health Insurance	72250-207 TECH (112)			\$ 4,331.00
Medicare	72250-212 TECH (112)			\$ 457.00
LTD	72250-299 TECH (112)			\$ 287.00
Director of Schools	72320-101 CO	\$	6,072.00	
Secretary	72320-161 CO			\$ 19,305.00
Bonus Payment (Ins)	72320-188 CO			\$ 415.00
Social Security	72320-201 CO			\$ 750.00
Retirement	72320-204 CO			\$ 1,943.00
Health Insurance	72320-207 CO			\$ 1,204.00
Medicare	72320-212 CO			\$ 152.00
LTD	72320-299 CO			\$ 158.00
Administrative Equipment	72320-701 CO			\$ 5,500.00
Transportation Director	72710-105 CO			\$ 3,700.00
(Re-Alignment of Personnel)		\$	116,916.00	\$ 116,916.00

Other Salaries	72130-189 (102)	\$	24,499.00	
Other Salaries	72130-189 Co (102)	\$	18,463.00	
Social Security	72130-201 (102)	\$	1,519.00	
Social Security	72130-201 Co (102)	\$	1,240.00	

Retirement	72130-204 (102)	\$	3,430.00	
Retirement	72130-204 Co (102)	\$	2,584.00	
Medicare	72130-212 (102)	\$	355.00	
Medicare	72130-212 Co (102)	\$	268.00	
LTD	72130-299 (102)	\$	160.00	
LTD	72130-299 Co (102)	\$	201.00	
Communications	72130-307 Co (102)	\$	350.00	
Travel	72130-355 Co (102)	\$	550.00	
Other Supplies	72130-499 Co (102)	\$	7,500.00	
Inservice Staff Dev	72130-524 Co (102)	\$	1,000.00	
Other Charges	72130-599 Co (102)	\$	5,020.00	
Other Salaries	73300-189 (102)			\$ 24,499.00
Other Salaries	73300-189 Co (102)			\$ 18,463.00
Social Security	73300-201 (102)			\$ 1,519.00
Social Security	73300-201 Co (102)			\$ 1,240.00
Retirement	73300-204 (102)			\$ 3,430.00
Retirement	73300-204 Co (102)			\$ 2,584.00
Medicare	73300-212 (102)			\$ 163.65
Medicare	73300-212 Co (102)			\$ 459.35
LTD	73300-299 Co (102)			\$ 361.00
Communications	73300-307 Co (102)			\$ 350.00
Travel	73300-355 Co (102)			\$ 550.00
Other Supplies	73300-499 Co (102)			\$ 7,500.00
Inservice Staff Dev	73300-524 Co (102)			\$ 1,000.00
Other Charges	73300-599 Co (102)			\$ 5,020.00
Campora Budget (State changed line items)		\$	67,139.00	\$ 67,139.00

\$ 362,346.79 \$ 362,346.79

(To be Approved by BOE 09/08/16)
 (Send to Co Comm 09/19/16)

Attest: _____
 Phillip Custer, County Clerk

 Eddie Clark, Honorable Chairman of the Commission

 Richard Stewart, County Mayor

RESOLUTION SPONSORED BY:

Clark & Hughes

MOTION TO ADOPT:

SECOND BY:

VOTES:

AYES _____ NAYS _____

DECLARATION:

A RESOLUTION AMENDING THE FRANKLIN CO CENTRALIZED CAFETERIA BUDGET OF FRANKLIN COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2018

WHEREAS, certain amendments are needed to provide for compliance with audit requirements to not overspend allocated amounts in different funds and receive unanticipated revenues that require an increase in estimated revenue and/or proposed expenditures from unappropriated balances in the Centralized Cafeteria Budget Fund,

NOW, THEREFORE, BE IT RESOLVED, that the Centralized Cafeteria Budget Fund of Franklin County, Tennessee be amended as follows:

		Revenue	Expenditure
Cafeteria Employee	73100-165 Clark (731)	\$	3,512.00
Social Security	73100-201 Clark (731)	\$	218.00
Retirement	73100-204 Clark (731)	\$	492.00
Medicare	73100-212 Clark (731)	\$	51.00
Food	73100-422 Clark (731)	\$	12,817.00
Other Supplies	73100-499 Clark (731)	\$	4,271.00
Cafeteria Employee	73100-165 Cowan (731)	\$	1,813.00
Social Security	73100-201 Cowan (731)	\$	112.00
Retirement	73100-204 Cowan (731)	\$	254.00
Medicare	73100-212 Cowan (731)	\$	28.00
Food	73100-422 Cowan (731)	\$	6,617.00
Other Supplies	73100-499 Cowan (731)	\$	2,205.00
Cafeteria Employee	73100-165 Dech (731)	\$	2,528.00
Social Security	73100-201 Dech (731)	\$	167.00
Retirement	73100-204 Dech (731)	\$	343.00
Medicare	73100-212 Dech (731)	\$	37.00
Food	73100-422 Dech (731)	\$	9,225.00
Other Supplies	73100-499 Dech (731)	\$	3,075.00
Cafeteria Employee	73100-165 Nlake (731)	\$	2,035.00
Social Security	73100-201 Nlake (731)	\$	126.00
Retirement	73100-204 Nlake (731)	\$	285.00
Medicare	73100-212 Nlake (731)	\$	29.00
Food	73100-422 Nlake (731)	\$	7,431.00
Other Supplies	73100-499 Nlake (731)	\$	2,476.00
Cafeteria Employee	73100-165 Rock (731)	\$	2,353.00
Social Security	73100-201 Rock (731)	\$	146.00
Retirement	73100-204 Rock (731)	\$	329.00
Medicare	73100-212 Rock (731)	\$	34.00
Food	73100-422 Rock (731)	\$	8,585.00
Other Supplies	73100-499 Rock (731)	\$	2,862.00
Cafeteria Employee	73100-165 Clark (732)	\$	771.00
Social Security	73100-201 Clark (732)	\$	48.00
Retirement	73100-204 Clark (732)	\$	108.00
Medicare	73100-212 Clark (732)	\$	11.00
Food	73100-422 Clark (732)	\$	2,813.00
Other Supplies	73100-499 Clark (732)	\$	938.00
Cafeteria Employee	73100-165 Cowan (732)	\$	398.00
Social Security	73100-201 Cowan (732)	\$	25.00

Retirement	73100-204 Cowan (732)	\$	55.00
Medicare	73100-212 Cowan (732)	\$	6.00
Food	73100-422 Cowan (732)	\$	1,453.00
Other Supplies	73100-499 Cowan (732)	\$	484.00
Cafeteria Employee	73100-165 Dech (732)	\$	555.00
Social Security	73100-201 Dech (732)	\$	34.00
Retirement	73100-204 Dech (732)	\$	78.00
Medicare	73100-212 Dech (732)	\$	8.00
Food	73100-422 Dech (732)	\$	2,025.00
Other Supplies	73100-499 Dech (732)	\$	675.00
Cafeteria Employee	73100-165 Nlake (732)	\$	447.00
Social Security	73100-201 Nlake (732)	\$	28.00
Retirement	73100-204 Nlake (732)	\$	62.00
Medicare	73100-212 Nlake (732)	\$	6.00
Food	73100-422 Nlake (732)	\$	1,631.00
Other Supplies	73100-499 Nlake (732)	\$	544.00
Cafeteria Employee	73100-165 Rock (732)	\$	516.00
Social Security	73100-201 Rock (732)	\$	32.00
Retirement	73100-204 Rock (732)	\$	72.00
Medicare	73100-212 Rock (732)	\$	7.00
Food	73100-422 Rock (732)	\$	1,886.00
Other Supplies	73100-499 Rock (732)	\$	628.00
USDA Other	47114 Clark (731)	\$	21,361.00
USDA Other	47114 Clark (732)	\$	4,689.00
USDA Other	47114 Cowan (731)	\$	11,029.00
USDA Other	47114 Cowan (732)	\$	2,421.00
USDA Other	47114 Dech (731)	\$	15,375.00
USDA Other	47114 Dech (732)	\$	3,375.00
USDA Other	47114 Nlake (731)	\$	12,382.00
USDA Other	47114 Nlake (732)	\$	2,718.00
USDA Other	47114 Rock (731)	\$	14,309.00
USDA Other	47114 Rock (732)	\$	3,141.00

Fresh Fruits & Veg Grant \$ 90,800.00 \$ 90,800.00

Approved by BOE 08/14/17)
(Send to Co Comm 09/18/17)

Attest:

Phillip Custer, County Clerk

Eddie Clark, Honorable Chairman of the Commission

Richard Stewart, County Mayor

RESOLUTION SPONSORED BY: _____
Clark & Hughes

MOTION TO ADOPT: _____

SECOND BY: _____

VOTES: AYES _____ NAYS _____

DECLARATION: _____

8d-0917

**A RESOLUTION AUTHORIZING
A MULTIPLE YEAR CONTRACT FOR ONLINE BACKUP PROTECTION
SERVICES FOR THE FRANKLIN COUNTY SHERIFF**

WHEREAS, the Franklin County Sheriff has the duty of maintaining data for the operations of the Franklin County Law Enforcement, and

WHERE AS, the Sheriff current online data backup services contract is to end in shortly and needs to be re-established, and

WHERE AS, the funding for this service contract is derived from the county general fund, Sheriff's Budget 101-54110 and is currently funded and requires no budget amendment, and

WHEREAS, the following company and the Sheriff are in agreement of the terms provided in the contract and the Sheriff legally can't enter into a multi-year contract without County Commission approval per TCA 7-51-904, and

NOW, THEREFORE, Be It Resolved by the Franklin County Board of Commissioners that the Franklin County Finance Director be authorized per TCA 5-21-118, to enter into a multi-year contract agreement on behalf of the Franklin County Sheriff with KeepItSafe, Inc., and the contract is not to extend over a period of more than thirty-six (36) months.

Be It Further Resolved that this resolution be effective immediately upon the passage and the required executed forms be kept at the Franklin County Finance Department for the public welfare demanding it on this the 18th day of September 2017.

Eddie Clark, Honorable Chairman to the Commission

Richard Stewart, Honorable County Mayor

RESOLUTION SPONSORED BY: _____ Hughes & Clark

MOTION TO ADOPT: _____

SECOND BY: _____

VOTES: **AYES** _____ **NAYS** _____

DECLARATION: _____

KeepItSafe, Inc.**KEEPITSAFE® SERVICES AGREEMENT****Agreement Cover Page**

This Services Agreement, consisting of this Agreement Cover Page and the Terms and Conditions and Service Level Agreement both available at [www.keepitsafe.com/downloads/KeepItSafe US Direct Customer TnCs.pdf](http://www.keepitsafe.com/downloads/KeepItSafe_US_Direct_Customer_TnCs.pdf) (collectively, this "Agreement"), is made and entered into as of the Effective Date below, by and between KeepItSafe, as defined below, and Customer, as defined below. This Agreement is valid and binding when signed by both parties and shall be effective as of the date signed below by KeepItSafe ("Effective Date").

1. CERTAIN DEFINITIONS AND INFORMATION.

As used in this Agreement, the following terms shall have the meanings set forth below:

KeepItSafe:	CUSTOMER (legal name and state of incorporation):
"KeepItSafe" shall mean KeepItSafe, Inc., a Delaware corporation	"Customer" shall mean: Franklin County Sheriff's Department
KeepItSafe Global Headquarters and Notice Address:	Customer Headquarters and Notice Address:
6922 Hollywood Boulevard, Suite 500, Los Angeles, California 90028	494 George Fraley Parkway Winchester, TN 37398
ATTN: Legal Department	
INITIAL TERM:	
"Initial Term" shall mean the period beginning on the Effective Date and ending 36 months from the 1 st day of the month following the Effective Date.	

2. DESCRIPTION OF THE SERVICES

KeepItSafe is providing Customer with the services specified in this Section 2 (the "Services") pursuant to the terms and conditions set forth in the Agreement:-

- Online backup of the Protected Data
- Management and monitoring of the Protected Data by a team of engineers
- Backup reporting and file restoration function through the Online User Web Portal
- Technical support services
- Snapshot/roll back feature for the retention area specified in the Online User Web Portal

3. CHARGES FOR THE SERVICES

Customer shall pay for the Services in accordance with charges prescribed in this Section 3, which have been determined and agreed based on the following information provided by Customer.

- (i) the Protected Equipment comprises 5 servers/personal computers; and
- (ii) the Protected Data does not exceed 500GB at any one time (the "Agreed Limit").

The charges as at the Effective Date are set out in the table below:

	Monthly Cost	Item Description
1	\$179.00	500GB Online Backup Vault
2	\$0.36	Per GB Overage

All charges are quoted without VAT (or other applicable taxes).

Charge is after compression and is invoiced monthly based on stored data at end of each month.

VI US Standard 28 August 2014

In recognition of the infrastructure investment made by KeepItSafe in providing the Services, the Customer hereby agrees to pay the minimum monthly fee of USD \$179.00 during the Initial Term and any subsequent term of the Agreement.

Subject to the Agreement, higher charges (as set out above) will apply if there is an increase in the number of servers/personal computers comprised in the Protected Equipment and/or where the Agreed Limit or the Agreed BLM Limit is exceeded at any time.

Customer can elect to have the Protected Data restored online or to have material sent to it by KeepItSafe for physical restoration on the Protected Equipment. Protected Data will be sent by KeepItSafe to Customer in encrypted and unencrypted formats and through an international overnight service. Standard charges will apply where material is sent to Customer at its request and additional charges will apply should Customer request additional shipping insurance. KeepItSafe is not responsible for any loss of Protected Data once KeepItSafe delivers possession of the material containing the Protected Data to the overnight service.

4. ACKNOWLEDGEMENT OF AGREEMENT

By signing below, the Customer represents and warrants that it has read and understands all applicable parts of this Agreement, including this Agreement Cover Page and the Terms and Conditions and Service Level Agreement both available at [WWW.KEEPITSAFE.COM/Downloads/KeepItSafe US Direct Customer TnCs.pdf](http://WWW.KEEPITSAFE.COM/Downloads/KeepItSafe_US_Direct_Customer_TnCs.pdf) . By using the Services, Customer confirms its acceptance of, and agrees to be bound by this Agreement.

KeepItSafe, Inc.

Franklin County Sheriff's Department

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

Harmeet Singh

Andrea Smith

(Typed or Printed Name)

(Typed or Printed Name)

Finance Director

(Title)

(Title)

(Date)

(Date)

APPROVED
JE LEGG
JP

RESOLUTION 8e-0917

**A RESOLUTION AUTHORIZING
A MULTIPLE YEAR LEASE and MAINTENANCE AGREEMENT
FOR THE FRANKLIN COUNTY REGISTER OF DEEDS**

WHEREAS, the Franklin County Register of Deeds has a need to upgrade, operate and maintain her current postage machine including hardware/software system within her respective office, and

WHEREAS, the current postage machine and maintenance are not sufficiently meeting the needs of the function of the department in concern, and

WHEREAS, the funding for the leased postage machine shall be obtained from the county general fund through the Register of Deed's department annual budget, and

WHEREAS, the projected cost schedule of this copier hardware/software system is such that the payments need to be spread over more than one budget year, and the Franklin County Register of Deeds does not have the authority to enter into multi-year lease contracts for this period of time without the approval of the Franklin County Board of Commissioners, and

NOW, THEREFORE, Be It Resolved by the Franklin County Board of Commissioners that the Franklin County Finance Director be authorized to enter into a multi-year lease agreement with Pitney Bowes Global and the lease is not to extend over a period of more than sixty (60) months, on behalf of the Franklin County Register of Deeds.

Be It Further Resolved that this resolution be effective immediately upon the passage and the required executed forms be kept at the Franklin County Finance Department for the public welfare demanding it on this the 18th day of September 2017.

Eddie Clark, Honorable Chairman to the Commission

Richard Stewart, Honorable County Mayor

Attest:

Phillip Custer, County Clerk

RESOLUTION SPONSORED BY: Eldridge & Hughes

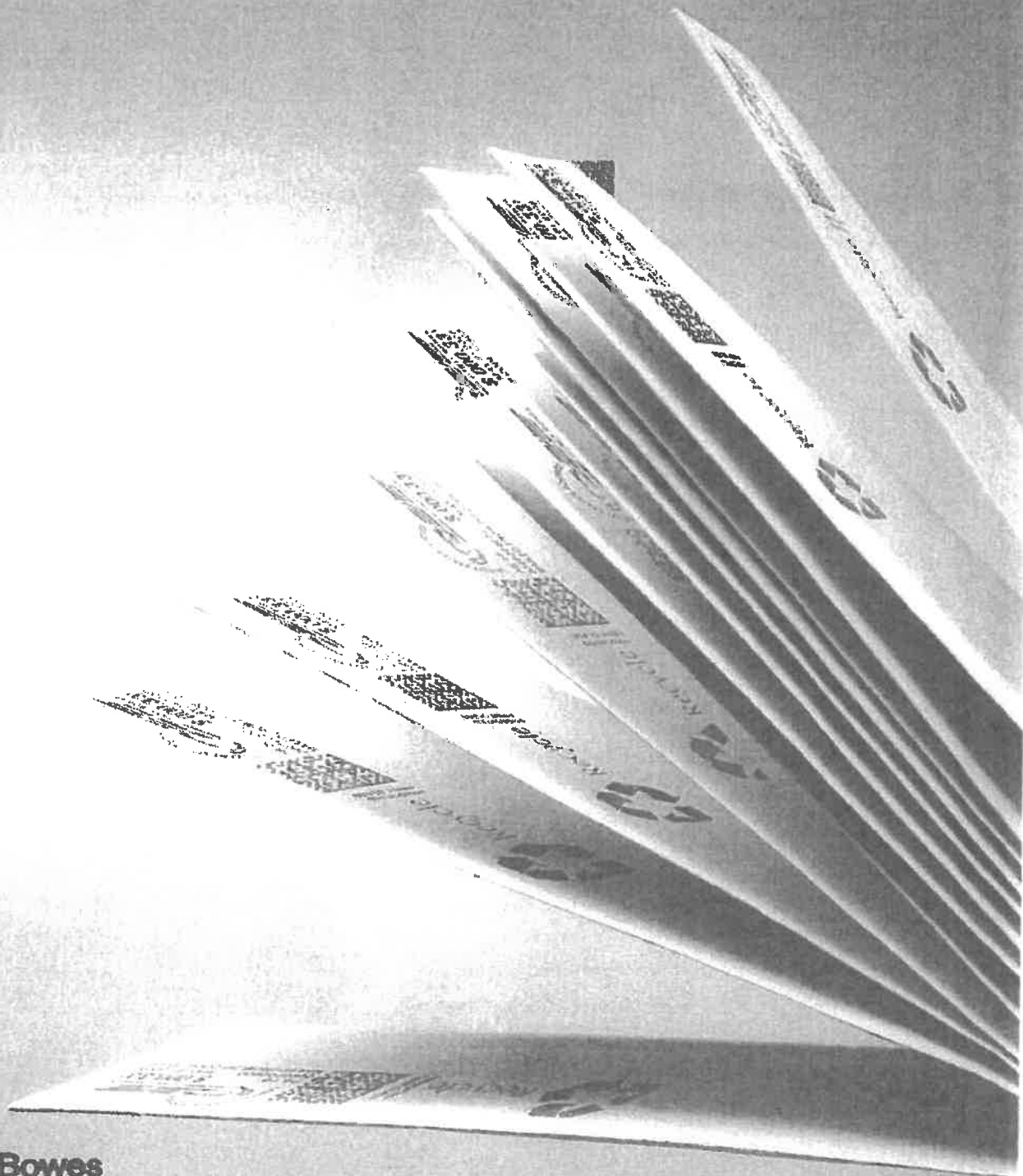
MOTION TO ADOPT: _____ **SECOND BY:** _____

VOTES: **AYES** _____ **NAYS** _____ **PASS** _____ **ABSTAIN** _____

DECLARATION: _____

Desktop Mailing System

DM125™ – Quick and easy mail processing



The DM125™ Desktop mailing system gives you a higher level of flexibility, convenience, and value.

The DM125™ Desktop Mailing System provides so much more!

Today, small offices need to operate as efficiently as possible. Even daily, routine tasks need to be performed in a productive manner. The time has come to expect more from your current postage meter. The all new, easy-to-use, DM125™ Desktop Mailing System will amaze you with its simplicity and convenient capabilities. Optional features provide the flexibility to configure a solution that meets your specific mailing needs.

IntelliLink™ Technology makes mailing easier.

You can gain access to a suite of services that include postal rate updates, software upgrades, and you can even download new ad graphics, postal inscriptions, and QR Codes. This ensures that your system keeps current and operates at maximum efficiency.

The DM125™ Desktop Mailing System is the first in a series of lower volume, higher capability mail systems.

Small footprint saves space

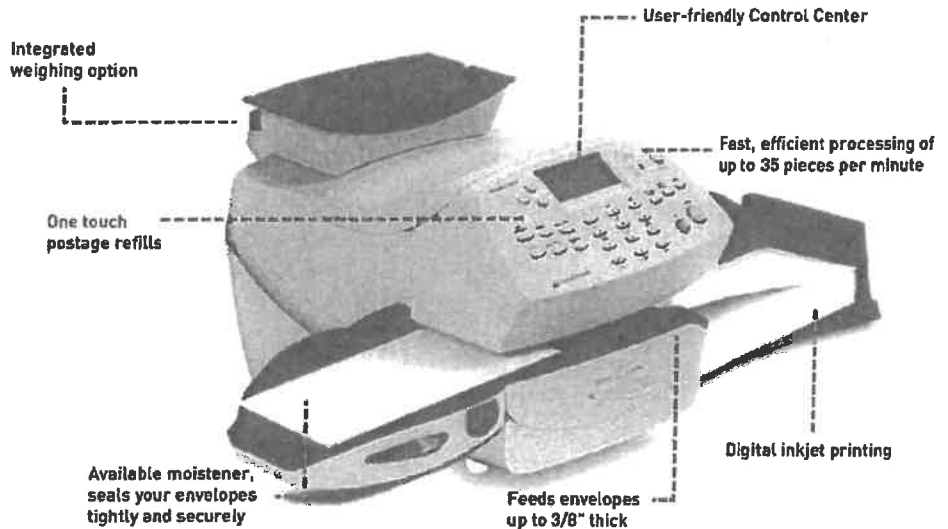
- Its compact, innovative, and sleek design fits into even the smallest of offices. The optional scale sits on top of the DM125™ to minimize the footprint.

Operates quietly

- The DM125™ is so quiet that it won't distract your office environment.

Saves you valuable time

- Replenish your postage and download your rates through high speed network (LAN) connection.



Handles flats and parcels too

- Efficiently process mail pieces up to 3/8" thick. Larger mail is quickly processed with self-adhesive tape strips.

Auto-dating avoids returned mail

- An internal clock advances the date automatically. Operators can advance the date to get a jump on processing tomorrow's mail.

Incoming mail dating

- Time and date stamp capability tracks your incoming mail.

IntelliLink™simplicity that leads to greater efficiencies

- You'll learn to use the DM125™ in only minutes. The convenient control panel has dedicated labeled keys for faster processing.
- Digital IBIP is compliant with the latest USPS requirements.

Accounting capability

- Today, it's crucial for businesses to account for postage expenses. Tracking is simple by adding an accounting package with access to up to 300 accounts.

Specifications – DM125™ Mailing System (base model)

Size:	9.7" H x 13.6" W x 15.8" D With Scale 10.1" H x 13.6" W x 15.8" D With Scale and Moistener 10.1" H x 18.5" W x 15.8" D
Weight:	15 lbs. approximate
Electrical:	100-240 VAC, 50/60Hz, 1.0A
Max. speed:	Up to 35 pieces per minute
Media sizes:	Min.: 3" x 5"; Max.: 13" x 15"
Media thickness:	Min.: .007"; Max.: .375"
Flap depth:	Min.: .875"; Max.: 3"
Job presets:	11 (1 Normal and 10 Custom)
Optional integrated weighing:	2 lb., 5 lb.
Approvals:	UL approved, FCC compliant, ICES-003 compliant, TÜV Rhineland, CE, CB Scheme, ENERGY STAR® compliant
Connectivity requirements:	LAN, connection to PC (USB) or Analog Phone Line
Postal compliance:	Digital IBIP
Inscriptions/multi slogans	Up to 20 (Preloaded and Custom)



World Headquarters
1 Elmcroft Road
Stamford, CT 06926-0700



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NJPA State & Local Term Rental

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Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee

Tax ID # (FEIN/TIN)

FRANKLIN COUNTY OF

Sold-To: Address

1 S JEFFERSON ST FL 3 , WINCHESTER, TN, 37398-2620, US

Sold-To: Contact Name

LYDIA JOHNSON

Sold-To: Contact Phone #

9319672840

Sold-To: Account #

0015066687

Bill-To: Address

1 S JEFFERSON ST FL 3 , WINCHESTER, TN, 37398-2620, US

Bill-To: Contact Name

LYDIA JOHNSON

Bill-To: Contact Phone #

9319672840

Bill-To: Account #

0015066687

Bill-To: Email

lydiadarlene61@hotmail.com

Ship-To: Address

1 S JEFFERSON ST FL 3 , WINCHESTER, TN, 37398-2620, US

Ship-To: Contact Name

LYDIA JOHNSON

Ship-To: Contact Phone #

9319672840

Ship-To: Account #

0015066687

PO #

Your Business Needs

Qty	Item	Business Solution Description
1	DM125	DM125 Digital Mailing System
1	1FAB	Dept Accounting Enabler (5 Accts)
1	1FAC	Basic Accounting (10 Dept)
1	7PR0	DM125 US Meter Subscription
1	F9SJ	F9SJ Profession Install DM100i/DM125
1	MPC4	MPC4 Integrate Weigh Platform DM125
1	PR00	PR00- Meter for DM125 / DM225
1	PRW2	PRW2 - 2 lb. Integrated Weighing
1	PTJ1	Postal Shipping
1	PTJB	SendPro Basic 50 Users
1	PTJN	SINGLE USER ACCESS
1	PTJR	50 User Access with Hardware or Meter
1	PTK1	WEB BROWSER INTEGRATION
1	SBRP	SBRP - DM125 Digital Mailing System

1	SJ15	SoftGuard for DM100/DM125
1	STDSLA	Standard SLA-Equipment Service Agreement (for DM125 Digital Mailing System)

If any green products: The equipment covered by this Agreement includes remanufactured products that have gone through our factory certification testing process.

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 57.75	\$ 173.25

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power® transaction fees included
- Purchase Power® transaction fees extra

*Does not include any applicable sales, use, or property taxes which will be billed separately.

Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your lease term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate this lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms and conditions of this Agreement, including the NJPA Contract Number 041917-PIT, effective date May 17, 2017 and the State and Local Term Rental Agreement (including the Pitney Bowes Terms) (Version 4/17) which is available at <http://www.pb.com/states/njpa> and is incorporated by reference (the "Agreement"). This lease will be binding on us after we have completed our credit and documentation approval process and have signed below. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

Not Applicable
State/Entity's Contract # _____

X
Lessee Signature _____
X
Print Name _____
X
Title _____
X
Date _____
X
Email Address _____

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

Teri Stronach teri.stronach@pb.com

Account Rep Name Email Address

RESOLUTION # 8f-0917
APPROVING CONTRACTED SERVICES AGREEMENT
BETWEEN FRANKLIN COUNTY, TENNESSEE AND SIMPLEX GRINNELL

WHEREAS, Franklin County, adopted the County Financial Management System of 1981 (T.C.A. § 5-21-101 *et seq.*) on September 11, 2000; and

WHEREAS, T.C.A. § 5-21-105 of said Act provides that the finance committee shall provide a policies and procedures manual and that said committee approved those policies and procedures on November 27, 2001; and

WHEREAS, the Section 8.7 of the Policies and Procedures Manual provides that no official is authorized to enter into a multi-year contracted agreement unless it is approved by the Franklin County Legislative Body; and

WHEREAS, there is presently a need for the Franklin County Mayor to enter into a multi-year contracted agreement with Simplex Grinnell in order to obtain an adequate service and price for the services of provision and testing a Fire Alarm System at the following location: Franklin County Senior Citizens Center; and

WHEREAS, Franklin County has existing contracted agreements with this company and the County well pleased with the services being performed; and

NOW, THEREFORE, BE IT RESOLVED that the Franklin County Finance Director is hereby authorized to execute a contract with said company and allocate funds for a multi-year contract not to exceed five (5) years.

BE IT FURTHER RESOLVED that this resolution be effective immediately upon its passage, the public welfare demanding. Approved, this the 18th day of September, 2017.

Eddie Clark
Honorable Chairman to the Commission

Richard Stewart
Honorable County Mayor

ATTEST:

Phillip Custer, Franklin County Clerk

RESOLUTION SPONSORED BY: Eldridge & Finney

MOTION TO ADOPT: _____ SECOND BY: _____

Vote: Ayes Nays Pass

Westminster, MA 01441 U.S.A.

Monitoring Service Agreement Instructions and Explanation List

SUBSCRIBER'S NAME:

The Subscriber's legal name. If a business, this would be the name as indicated on the business license. Also include name of the building or premise if the Subscriber is a commercial property manager.

MONITORING ACCOUNT

The account number (location address code) given to you by the Monitoring Center.

UL ACCOUNT:

Is the fire or burglar alarm listed with Underwriters Laboratories?

ADDRESS:

This must be the street address of the monitored premises, along with any additional address information such as Suite or Building #. Post office boxes cannot be allowed for obvious reasons. If a separate address or P.O. Box is used for billing purposes, please provide where indicated.

CITY:

City, Township, etc. where the Subscriber is located.

STATE:

State in which Subscriber is located.

ZIP:

Zip code in which Subscriber is located.

CUSTOMER NUMBER/SEQUENCE:

The eight digit number assigned to this customer in the SimplexGrinnell billing system, along with the four digit Sequence Number which identifies the monitoring unit created for this account.

PREMISE TELEPHONE

Subscriber's phone number. Used to verify alarm signals and to contact subscribers in the event of alarm malfunction.

PREMISE FAX

Subscriber's fax number, if appropriate.

CROSS STREET:

Authority having jurisdiction often asks for the nearest cross street in order to expedite dispatching of emergency response personnel.

TOWNSHIP:

Many jurisdictions require the township as well as the city name prior to dispatching the authorities.

MAILING ADDRESS:

Subscriber's mailing address if it is different from the premise address.

ACCOUNT TYPE:

Fire Burglary Medical Elevator National Account
 Critical Condition

CONTACT / CALL LIST (RESPONSIBLE PARTIES):

Premises # will be called prior to contact list.

NAME:

Responsible parties' names in the order in which they are to be called. Names listed should be persons who can shut off the alarm system and if necessary respond to the premises when notified of an alarm activation by the Monitoring Center.

PHONE

Phone number at which the responsible party can be contacted by the Monitoring Center. This is presumed to be a residence phone number unless otherwise noted.

PASS CODE / ABORT CODE (10 CHARACTER LIMIT):

This can be a number, word, or combination of letters and numbers. It is a secret code selected by the Subscriber to confirm that the user is authorized to access account information, place the system on test and verify false alarms. All security alarm monitoring accounts must have a Pass Code; Pass Codes on fire alarm monitoring accounts are recommended but not required. On fire alarm accounts, the monitoring account number will function as the Pass Code if one is not selected by the Subscriber.

LOCAL EMERGENCY DISPATCH NUMBERS:

List telephone number, including area code, of correct local emergency dispatch authority/agency (Police, Fire Department, 911, etc.) Be sure to verify that the Subscriber is located within the jurisdiction of the agency given. The number should be the 24-hour emergency dispatch number, not the administrative office.

COMMUNICATOR:

Manufacturer's name and type of dialer (DACT) used.

MODEL

Model number of dialer (DACT) used.

INTRUSION PANEL MODEL

Example: 3001, 3007, etc.

FORMAT REPORTING:

Check appropriate box or write in specific type of communications format to be used by the dialer (DACT).

TIME ZONE:

EST, CST, MST, PST.

AUTOMATIC TEST TIMER INTERVAL:

The interval between Automatic Timer tests, i.e. 24 hours (Daily), Weekly, Monthly or None.

ACTIVITY REPORTS:

Computer generated reports of all account activity, including Open/Close signals if applicable, which are to be sent periodically to the customer. Specify whether reports are to be sent monthly or weekly.

NUMBER OF PARTITIONS:

A "partition" is a group of devices or points that are monitored in the central station and assigned an account number that makes it unique. Typically this "partition" is a building on a multi-building campus setting.

CODE TRANSMITTED:

Codes transmitted by the alarm system dialer to the Monitoring Center, i.e. 1, 2, 3, 31, 32, etc., depending on the electronic communications format used. It is necessary to list all code information to be used by the dialer.

PROTECTED AREA:

Description of area the alarm zone would cover, i.e. Front Door, Warehouse, etc. on a security alarm. Please note that although you may have the resolution code list, be sure to always include the description of that zone in order to assure accuracy.

AUD / SIL:

Check appropriate box.

AUD=Audible Alarm; SIL=Silent Alarm

TERMS OF THIS AGREEMENT:

Terms of customer payment.

METHOD OF CUSTOMER PAYMENT:

Credit card information.

SPECIAL INSTRUCTIONS (IF REQUIRED):

Please note as specifically as possible any special instructions on how alarm activations are to be handled by the Monitoring Center if they differ in any way from normal dispatch and notification procedures. Example: "Call customer premise first to verify before dispatching on alarms received during normal business hours."

OPENING AND CLOSING SIGNALS:

On security alarm systems only, dialers can be programmed to send a signal to the Monitoring Center each time the system is disarmed (opening signal) or armed (closing signal).

OPEN / CLOSE - LOG ONLY:

All opening and closing signals received by the Monitoring Center are logged in the account's activity history, but no action is taken by an operator.

OPEN / CLOSE - SUPERVISED:

The monitoring center will call on any opening or closing signals which are received outside of the scheduled "window" for the account.

WINDOW:

If the Subscriber's business will be reporting Open/Close signals from a security alarm system which are to be supervised by the monitoring center, the default time set for the "window" is 60 minutes. The window works as follows: If a business is scheduled to open at 0800 and has a 60 minute window, the business will receive a call from the monitoring center for an Early Open if the system is disarmed prior to 0700. If the business does not open by 0900, the Monitoring Center will call on a No Open received. If the business is scheduled to close at 1700, but remains open (alarm system is not armed) past 1800, the Monitoring Center will call on the No Close Received.

DISPATCH PERMIT

Required by some authorities prior to dispatch.

STATE LICENSE

Include SimplexGrinnell State License # on this form, if applicable. Some states require this number to be printed on all correspondence. Check state and local jurisdiction laws or codes as they pertain to your area.

DISTRICT

This would normally be the district office listing number.

COMPLETED BY:

Name of person completing form.

DATE:

Date form was completed and signed.

MAINTENANCE AGREEMENT COVERAGE CODE:

Insert technical support response code for contract response services.

ANNUAL MONITORING FEE:

Write in the dollar amount to be billed to the customer on an annual basis.

SUBSCRIBER / AUTHORIZED SIGNATURE:

This acknowledges Subscriber's agreement to pay the Annual Monitoring Fee, as well as Subscriber's agreement to be bound by the Terms and Conditions set forth by SimplexGrinnell on the reverse side of the Monitoring Service Agreement form.

Westminster, MA 01441 U.S.A.

U.L. Acct.

Subscriber's Name Franklin County Senior Center Monitoring Account # _____

Address 74 Clover Drive City Winchester

State TN Zip 37398 Customer No. / Sequence 18170993

Premise Phone # (____) _____ Fax # (____) _____ Cross Street _____

Township _____ Mailing Address _____

Account Type: Fire Burglary Medical Elevator National Account Critical Condition

CONTACT/CALL LIST (Responsible Parties): Premises # will be called prior to contact list.

Name	Phone #	Pass/Abort Code (10 character Limit)

LOCAL EMERGENCY DISPATCH NUMBERS (Must be 24-HR)

Fire Dept. (Local)	() .	Paramedics (Local)	() .
Police Dept. (Local)	() .	Other:	() .

Communicator (dialer) type Simplex Model # 4007ES Intrusion Panel Model # _____

Formal Reporting: 3 x 1 3 x 1 EXT 4 x 2 BFSK Contact ID Per Point _____

Time Zone Central Automatic Test Timer Interval (Daily, Weekly, Monthly or None) _____

This account to receive periodic activity reports on the following basis: Weekly Reports Monthly Reports

Alarm System Dialer Programming/Set-up Information: _____ Number of Partitions: _____

Code Transmitted	Protected Area	AUD	SIL	Alarm Type

TERMS OF THIS AGREEMENT ARE

Time and Material Price Not to Exceed \$ _____ Fixed Price of \$ _____

DEPOSIT \$ _____ BALANCE DUE \$ _____ AMEX MCVISA Discover

CARD HOLDER: _____ CREDIT CARD # _____ Expiration Date: _____

Special Instructions (if required): _____

This account will be programmed to send opening and closing signals (security alarm systems only) YES NO

Type of Open / Close Monitoring to be provided: Open / Close Log Only Monitoring Supervised Open / Close Monitoring

Daily schedule for supervised open/close monitoring:

Daily	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Opening time							
Closing time							
Window*							

Holidays Closed: _____

*All supervised accounts will be assigned a 60 minute time window for scheduled openings and closings. If subscriber requests a longer or shorter time window, please specify.

SHADED AREA TO BE FILLED OUT BY SIMPLEXGRINNELL

Dispatch Permit # _____

State License # _____ District# _____ Completed by _____ Date _____

Maintenance Agreement Coverage Code: _____

Term of Agreement: The initial term of this Agreement shall be for a period of 1 year(s) beginning on the Date of Agreement and shall self-renew for successive periods of 1 year thereafter under the same terms and conditions except for the price, which shall be increased to the applicable price in effect at the renewal date, unless either party gives the other written notice of cancellation at least thirty (30) days prior to the expiration of a term. It is agreed that SimplexGrinnell shall not be responsible to provide Monitoring Services under this Agreement unless and until the communication link between Subscriber's premises and SimplexGrinnell's Monitoring Center has been tested.

IMPORTANT NOTICE REGARDING YOUR LEGAL RIGHTS: The Terms and Conditions on the reverse side are an important part of this Agreement and may affect your legal rights. Among other things, these terms significantly limit SimplexGrinnell's liability should an event occur that this service is designed to detect. By signing this Agreement you acknowledge that you have read, acknowledge, and agree to be legally bound by all Terms and Conditions of this Agreement.

Annual Monitoring Fee \$ 420

Subscriber/Authorized Signature: _____ SimplexGrinnell Representative Signature: _____ Date: _____

Printed: _____ Printed: _____

TERMS AND CONDITIONS

1. Introduction. Subscriber has contracted with SimplexGrinnell for monitoring services at the location indicated on the front side of this Agreement.
2. SimplexGrinnell's Duties. Subscriber agrees and acknowledges that SimplexGrinnell's sole and only obligation under this Agreement shall be to monitor signals sent by various media including, but not limited to, telephone lines, cellular devices, satellite technology and radio telemetry and received by means of a protective system (hereinafter "System") and to respond therein by notifying the party (or parties) identified by Subscriber. Upon receipt of a protective system signal, SimplexGrinnell shall WITHOUT WARRANTY attempt to notify the party (or parties) that has been identified by Subscriber as the proper party to notify under the circumstances encountered.
3. Waiver of Warranty. Exculpatory Clause. Subscriber understands that SimplexGrinnell offers several levels of protection services and that the level described has been chosen by Subscriber after considering and balancing various levels of protection afforded and their related costs. IT IS UNDERSTOOD AND AGREED THAT: SIMPLEXGRINNELLS IS PROVIDING A SERVICE DESIGNED TO REDUCE THE RISK OF LOSS; THAT SIMPLEXGRINNELLS IS NOT AN INSURER; THAT INSURANCE, ANY STATE BE OBTAINED BY SUBSCRIBER COVERING PERSONAL INJURY, INCLUDING DEATH, AND REAL OR PERSONAL PROPERTY LOSS OR DAMAGE; THE PAYMENTS HEREUNDER ARE BASED SOLELY ON THE VALUE OF THE MONITORING SERVICES AS DESCRIBED HEREIN AND ARE UNRELATED TO THE VALUE OF ANY OF SUBSCRIBER'S PROPERTY, OR THE PROPERTY OF OTHERS LOCATED AT SUBSCRIBER'S LOCATION, THE VALUE OF WHICH IS KNOWN ONLY BY SUBSCRIBER; THAT SIMPLEXGRINNELLS IS NOT LIABLE FOR LOSSES CAUSED BY THE MALFUNCTION OR NON-FUNCTION OF THE SYSTEM OR EQUIPMENT OR THE MONITORING, REPAIRING, SIGNAL HANDLING OR DISPATCHING SERVICES EVEN IF DUE TO SIMPLEXGRINNELLS NEGLIGENCE OR FAILURE TO PERFORM. SIMPLEXGRINNELLS MAKES NO GUARANTEE OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICES OR EQUIPMENT SUPPLIED WILL AVERT OR PREVENT OCCURRENCES, OR THE CONSEQUENCES THEREFROM, WHICH THE SERVICES OR EQUIPMENT ARE DESIGNED TO DETECT. SIMPLEXGRINNELLS MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, THAT THE EQUIPMENT SUPPLIED, OR ANY HARDWARE, SOFTWARE OR NETWORKS USED IN CONNECTION WITH THE SYSTEM SHALL CORRECTLY HANDLE THE PROCESSING OF DATA BEFORE AND AFTER DECEMBER 31, 1999, OR THAT THE SERVICES HEREUNDER SHALL ENSURE SUCH CORRECT DATE HANDLING.
4. Third Party Indemnification. Since the parties agree that Subscriber retains the sole responsibility for the life and safety of all persons on its premises, and for protecting against losses to its own property and the property of others located on its premises, Subscriber agrees to indemnify, defend, and hold harmless SimplexGrinnell, its officers, employees, agents, subcontractors, suppliers, and representatives, from and against all claims, lawsuits, and losses, including attorneys' fees, by persons not a party to this Agreement, alleged to be caused by the improper operation of the system, whether due to malfunctioning or nonfunctioning of the system or the negligent performance or nonperformance of the monitoring services or other installation, maintenance, or other services by SimplexGrinnell or its officers, employees, agents, subcontractors, suppliers, or representatives. Additionally, Subscriber agrees to list SimplexGrinnell, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insured on all insurance policies in effect on the premises.
5. Limitation of Liability; Liquidated Damages. SUBSCRIBER ACKNOWLEDGES THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES, IF ANY, WHICH MAY PROXIMATELY RESULT FROM FAILURE ON THE PART OF SIMPLEXGRINNELLS TO PERFORM ANY OF ITS OBLIGATIONS OR SERVICES HEREIN, INCLUDING, BUT NOT LIMITED TO, THE MONITORING SERVICES, INSTALLATION OR MAINTENANCE, THE FAILURE OF THE EQUIPMENT (SYSTEM) TO OPERATE PROPERLY, BY ACTIVE OR PASSIVE NEGLIGENCE, OR BY FAILURE TO PERFORM ANY OF THE OBLIGATIONS HEREIN, BECAUSE OF AMONG OTHER THINGS: (A) THE UNCERTAINTY AMOUNT OR VALUE OF SUBSCRIBER'S PROPERTY OR THE PROPERTY OF OTHERS KEPT AT THE MONITORED LOCATION WHICH MAY BE LOST, STOLEN, DESTROYED, DAMAGED OR OTHERWISE AFFECTED BY OCCURRENCES WHICH THE EQUIPMENT (SYSTEM) AND/OR SERVICES IS DESIGNED TO DETECT; (B) THE UNCERTAINTY OF THE RESPONSE TIME OF ANY POLICE DEPARTMENT, FIRE DEPARTMENT, PARAMEDIC UNIT, PATROL SERVICE OR OTHERS SHOULD ANY OF THE PARTIES BE DISTURBED AS A RESULT OF A SIGNAL BEING RECEIVED OR AN ALARMBEING SOUNDING; (C) THE INABILITY TO ASCERTAIN WHAT PORTION, IF ANY, OF ANY LOSS WOULD BE PROXIMATELY CAUSED BY SIMPLEXGRINNELLS FAILURE TO PERFORM OR BY ITS EQUIPMENT'S FAILURE TO OPERATE; OR (D) THE UNCERTAINTY NATURE OF OCCURRENCES WHICH MIGHT CAUSE INJURY OR DEATH TO SUBSCRIBER OR ANY OTHER PERSON. THEREFORE, SUBSCRIBER ACKNOWLEDGES AND AGREES THAT IF ANY LOSS, LIABILITY IS ALLEGED AGAINST SIMPLEXGRINNELLS, IRRESPECTIVE OF CAUSE, INCLUDING, BUT NOT LIMITED TO, WHETHER THE LOSS OR LIABILITY IS CAUSED BY SIMPLEXGRINNELLS OWN NEGLIGENCE, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE ANNUAL MONITORING FEE, FIVE HUNDRED (500) DOLLARS, WHICHEVER IS LESS. THIS SUM SHALL BE PAID AND RECEIVED AS EITHER (1) LIQUIDATED DAMAGES AND NOT AS A PENALTY, OR (2) AS A LIMITATION OF LIABILITY APPROVED AND AGREED UPON BY THE PARTIES. THE PAYMENT OF THIS AMOUNT SHALL BE SIMPLEXGRINNELLS SOLE AND EXCLUSIVE LIABILITY. UNDER NO CIRCUMSTANCES SHALL SIMPLEXGRINNELLS BE LIABLE TO SUBSCRIBER OR ANY OTHER PERSON FOR GENERAL, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE IN EXCESS OF SUCH AMOUNT, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO REAL OR PERSONAL PROPERTY, LOSS OF PROPERTY OR LOSS OF CAPITAL, COSTS OF REPLACED OR REPAIRED GOODS, OTHER ECONOMIC LOSS, HOWEVER OCCASIONED, AND WHETHER ALLEGED AS CAUSED BY THE INSTALLATION, REPAIR, DESIGN, SALE, LEASE, OR FAILURE OF THE MONITORING EQUIPMENT OR SERVICE OR THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT OR BREACH OF WARRANTY OR NEGLIGENCE, ACTIVE, PASSIVE, JOINT, SEVERAL OR OTHERWISE, STRICT LIABILITY, TORT OR OTHERWISE BY SIMPLEXGRINNELLS, ITS OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, SUPPLIERS, OR REPRESENTATIVES. Subscriber agrees to obtain insurance coverage adequate to protect Subscriber's interest in light of the limitation of liability stated in this Agreement. If subscriber wishes SimplexGrinnell to increase the amount of the above limitation of liability or liquidated damages, Subscriber agrees to obtain an increase in this amount by changing for the payment of an additional monthly charge, but such additional monthly charge shall not be construed to mean that SimplexGrinnell is an insurer or to relieve Subscriber of the sole responsibility to obtain and maintain insurance. The foregoing shall survive the termination or expiration of this Agreement. SimplexGrinnell assumes no responsibility for any loss in excess of such amount.
6. Subscriber's Duties. In addition to Subscriber's duty to indemnify, defend, and hold SimplexGrinnell harmless as provided above: (a) Subscriber shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by SimplexGrinnell during the term of this Agreement. Subscriber shall be solely responsible for testing the System for accurate date handling capabilities, and for maintaining such capabilities. Subscriber agrees that it is responsible for any losses or damages due to malfunction, miscommunication, or failure of Subscriber's system to accurately handle, process, or communicate data. If any defect in operation of the System develops, or in the event of a partial interruption of telephone service, or other interruption at Subscriber's premises of signal or data transmission through any media, Subscriber shall notify SimplexGrinnell immediately. If space interior protection (i.e., ultrasonic, microwave, infrared, etc.) is part of the System, Subscriber shall walk test the system in the manner recommended by SimplexGrinnell. (b) When any device or protection is used, including, but not limited to, space protection, which may be affected by interference of all agencies, including other electronic devices, fuses or heaters, air conditioners, lamps, bells, animals and any other source of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Subscriber shall notify SimplexGrinnell. (c) Subscriber shall notify SimplexGrinnell regarding any remodeling or other changes to the protected premises that may affect operation of the System. (d) Subscriber shall cooperate with SimplexGrinnell in the installation, operation and maintenance of the system and agree to follow all instructions and procedures which may be prescribed for the operation of the System, the rendering of services and the provision of security for the premises. (e) Subscriber shall pay all charges made by any telephone company or other utility for installation, leasing, and service charges of telephone lines connecting Subscriber's premises to SimplexGrinnell. Subscriber acknowledges that alarm signals from Subscriber's premises to SimplexGrinnell are transmitted over or Subscriber's telephone service and that in the event the telephone service is out of order, disconnected, placed on "vacation", or otherwise interrupted, signals from Subscriber's alarm system will not be received by SimplexGrinnell during any such interruption in telephone service and the interruption will not be known to SimplexGrinnell. Subscriber agrees that in the event the equipment or system continuously transmits signals reasonably determined by SimplexGrinnell to be false and/or excessive in number, Subscriber shall be subject to the additional costs and fees incurred by SimplexGrinnell in receiving and/or responding to the excessive signals.
7. Authorized Personnel & Emergency Information. Subscriber agrees to furnish forthwith a written list of the names, addresses and telephone numbers of all persons authorized to enter or remain on Subscriber's premises and/or that should be notified in the event of an alarm. Subscriber agrees to provide all changes, revisions and modifications to the above to SimplexGrinnell in writing in a timely manner. Subscriber shall furnish to SimplexGrinnell certain emergency information which shall keep it current by providing SimplexGrinnell with any changes in writing, providing the required identifying information in a timely manner.
8. Assignees and/or Subcontractors of SimplexGrinnell. SimplexGrinnell shall have the right to assign this Agreement in whole or in part to any other person, firm, or corporation and shall have the further right to subcontract any surveillance, monitoring, maintenance, patrol, emergency response, or other services which it may be required to perform hereunder. Subscriber acknowledges that this Agreement, and particularly those paragraphs relating to SimplexGrinnell's maximum liability and third party indemnification, shall inure to the benefit of and are applicable to any assignee and/or subcontractors of SimplexGrinnell, and that they bind Subscriber with respect to said assignees and/or subcontractors with the same force and effect as they bind Subscriber to SimplexGrinnell.
9. Assignment by Subscriber. Subscriber acknowledges that the sale or transfer of Subscriber's premises shall not relieve Subscriber of duties and obligations under this Agreement unless SimplexGrinnell agrees in writing to the transfer of the Agreement.
10. Taxes, Fees, Fines, Licenses, and Permits. (a) Subscriber agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and services listed, including telephone company line charges, if any. SimplexGrinnell shall have the right, at any time, to pass along to Subscriber any increases in the monthly charges which hereafter may be imposed on SimplexGrinnell by utility or government agencies relating to the services provided under the terms of this Agreement, and Subscriber hereby agrees to pay the same. (b) Subscriber agrees to assume all responsibility for any false alarms or signals given by the protective equipment. Subscriber will indemnify, pay and defend SimplexGrinnell and its authorized contractors and hold each of them harmless from and against any responsibility or liability for payment of associated fines, penalties or other dues. (c) Subscriber shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. If Subscriber fails to maintain any required licenses or permits, SimplexGrinnell shall not be responsible for performing the services and may terminate the services with notice to Subscriber.
11. Increase in Service Charges. SimplexGrinnell shall have the right to increase the Service Charges provided for herein by giving Subscriber thirty (30) days written notice in advance of the effective date of such increase. Changes for time and materials services are based upon SimplexGrinnell's service rates in effect at the time of the service, and are subject to change without notice.
12. Delay or Interruptions. SimplexGrinnell assumes no liability for delay in the installation of the System or for interruption of monitoring services due to strikes, riots, floods, storms, earthquakes, fire, power failures, insurrections, interruption of availability of telephone, cable, cellular, satellite, or radio service or service through any other medium, malfunction or unsuitability of the system related to date handling problems, irrespective of cause, acts of God, or for any other cause beyond the control of SimplexGrinnell, and will not be required to provide installation or other services to Subscriber while interruption of service due to any such cause may continue. SimplexGrinnell assumes no liability for delay of installation or services due to non-cooperation of the Subscriber or his agents in providing access to that area of installation or service on any device or devices of the Subscriber or of others in which SimplexGrinnell's equipment is attached.
13. Outside Charges. Subscriber understands and accepts that SimplexGrinnell specifically denies any responsibility for charges associated with the notification or dispatching of anyone, including, but not limited to, fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Subscriber, whether requested or not and whether such entities were correctly or incorrectly notified by SimplexGrinnell, its agents, or subcontractors.
14. Default/Termination. In the event Subscriber fails to pay any amount, Subscriber abuses the equipment or the use of the monitoring facility, Subscriber fails to comply with any of the terms and conditions hereof, Subscriber makes an assignment for the benefit of creditors, an order for relief is entered against Subscriber under any chapter of the National Bankruptcy Code, as amended, a receiver or trustee is appointed for all, or substantially all, the assets of Subscriber, or there is a dissolution or termination of existence of Subscriber, or if Subscriber is in default under this Agreement and such default continues for ten (10) days after SimplexGrinnell gives Subscriber written notice of such default, in addition to any other remedies provided by law, SimplexGrinnell may pursue any one or more of the following remedies, which are cumulative and nonexclusive: (a) Terminate all services subscribed for hereunder by giving ten (10) days written notice to Subscriber, without terminating this Agreement, and recover all amounts due to SimplexGrinnell; (b) Take possession of all SimplexGrinnell owned equipment wherever situated and for such purpose, enter upon Subscriber's premises without liability for so doing; (c) By notice to Subscriber, declare immediately due and payable all moneys to be paid by Subscriber during the Primary Term or, if the Primary Term has then expired, declare immediately due and payable all moneys to be paid during any Renewal Term then in effect, and Subscriber shall thereupon be obligated to pay such moneys to SimplexGrinnell immediately. Subscriber shall in any event remain fully liable for reasonable damages as provided by law and for all costs and expenses incurred by SimplexGrinnell on account of such default including all court costs and reasonable attorneys' fees. The waiver by SimplexGrinnell of a breach of any obligation of Subscriber shall not be deemed a waiver of such obligation or any subsequent breach of the same or any other obligation. The subsequent acceptance of payment hereunder by SimplexGrinnell shall not be deemed a waiver of any prior existing breach, regardless of SimplexGrinnell's knowledge of such prior existing breach at the time of acceptance of such payments.
15. One Year Limitation on Actions. It is agreed that no suit or cause of action shall be brought against SimplexGrinnell more than one (1) year after the accrual of the cause of action therefor.
16. Waiver of Subrogation. Subscriber does hereby for itself and all other parties claiming under a release and discharge SimplexGrinnell from and against all hazards covered by Subscriber's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against SimplexGrinnell.
17. Entire Agreement, Modification, Waiver. This writing is intended by the parties as a full expression of their Agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings or agreements of the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. This Agreement can be modified only in writing, signed by the parties or their duly authorized representatives. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach.
18. Choice of Law/Venue. The laws of the Commonwealth of Massachusetts shall govern the validity, enforceability and interpretation of the Agreement. It is agreed that any suit or action instituted as a result of this Agreement or in any way arising out of this Agreement or the Monitoring Services to be provided under this Agreement shall be brought in a court of competent jurisdiction within the Commonwealth of Massachusetts.



Service Solution

Customer:
Franklin County Senior Center
Date: 29-AUG-17
Proposal #:586611
Term:01-SEP-17 to 31-AUG-22

Billing Customer:
 Franklin County Senior Center
 74 CLOVER DR.
 WINCHESTER, TN 37398

Service Location:
 Franklin County Senior Center
 74 CLOVER DR.
 WINCHESTER, TN 37398

SimplexGrinnell
Sales Representative:
 Frank Mitchell
 3200 N HAWTHORNE ST
 CHATTANOOGA, TN 37406-0686
 RMitchell@simplexgrinnell.com

INVESTMENT SUMMARY

(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
Recurring Annual Investment			
Fire Alarm Test & Inspect			
SIMPLEX 4007ES FIRE ALARM PANEL			
Main Fire Alarm Panel	1	Annual	
Fire Alarm Battery Test (each)	2	Annual	
Smoke Sensor Addressable	7	Annual	
Heat Detector Restorable	2	Annual	
Audio-Visual Unit Addressable	13	Annual	
Fire Alarm Test & Inspect Total:			\$845.00
Total Recurring Annual Investment:			\$845.00

SUMMARY OF SERVICES

Fire Alarm Test & Inspect - SIMPLEX 4007ES FIRE ALARM PANEL

TEST AND INSPECTION:

Our trained technicians will perform inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested)

Unless otherwise specified herein, batteries installed within wireless initiating and notification peripheral devices are not covered under this agreement. Replacement of such batteries will be at an additional cost.

DOCUMENTATION:

Accessible components and devices logged for:

- Location of each device tested, including system address or zone location
- Test results and applicable voltage readings
- any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer's representative. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted services are in compliance with these requirements.



Service Solution

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by SimplexGrinnell LP ("Company") to Franklin County Senior Center and is effective 01-SEP-17 to 31-AUG-22 (the "Initial Term").

PAYMENT TERM: *Annual In Advance*

PAYMENT AMOUNT: \$845.00 - **Proposal # :** 586611

CUSTOMER ACCEPTANCE: In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of Agreement shall be paid for by the Customer and such changes shall be authorized in writing.

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.

Franklin County Senior Center

SimplexGrinnell

Signature: _____

Frank Mitchell

Print Name: _____

Phone #: 423-903-7236

Title: _____

Fax #: _____

Phone#: _____

License #: _____
(If Applicable)

Fax #: _____

Authorized Signature: _____

Email: _____

Print Name: _____

PO#: _____

Title: _____

Date: _____

Date: _____

TERMS AND CONDITIONS

1. **Term.** The Initial Term of this Agreement shall commence on the date of this Agreement and continue for the period indicated in this Agreement. At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term, each and together a "Term" of this Agreement, unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then-current term.

2. **Payment.** Payments shall be invoiced and due in accordance with the terms and conditions set forth in this Agreement. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement.

3. **Pricing.** The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to the Customer or annually to reflect increases in material and labor costs. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, installation or alarm permits, false alarm assessments, or any charges imposed by any government body, however designated, levied or based on the service charges pursuant to this Agreement. The Customer's failure to make payment when due is a material breach of this Agreement.

4. **Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in this Agreement. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. **Limitation of Liability; Limitations of Remedy.** Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no warranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability for Services performed on site at Customer's premises shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 17 of this Agreement. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer. **IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM.** The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

6. **Reciprocal Waiver of Claims (SAFETY Act).** Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§

441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. **Indemnity.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer's responsibility with respect to indemnification and defense of Company with respect to Monitoring Services is set forth in Section 17 of this Agreement.

8. **General Provisions.** Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. Customer acknowledges and agrees that by this Agreement, Company, unless specifically stated, does not undertake any obligation to maintain or render Customer's system or equipment as Year 2000 compliant, which shall mean, capable of correctly handling the processing of calendar dates before or after December 31, 1999. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m.), Monday through Friday, excluding Company holidays, as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests, e.g. working around equipment shutdowns, after hours work.

Company will perform the services described in the Service Solution ("Services") for one or more system(s) or equipment as described in the Service Solution or the listed attachments ("Covered System(s)"). UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

9. **Customer Responsibilities.** Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- Provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- Supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- Notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- Provide a safe work environment;
- In the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.

Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement.

10. **Repair Services.** Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such services apply only to the components or equipment of the

Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company as a result of an inspection, for which Company will submit independent pricing to customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

11. System Equipment. The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

12. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

13. Availability and Cost of Steel, Plastics & Other Commodities. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities.

(i) In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination. (ii) If Company is able to obtain the steel products or products made from plastics or other commodities, but the price of any of the products has risen by more than 10% from the date of the bid, proposal or date Company executed this Agreement, whichever occurred first, then Company may pass through that increase through a reasonable price increase to reflect increased cost of materials.

14. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

15. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "Permit confined space," as defined by OSHA,
- Risk of infectious disease,
- Need for air monitoring, respiratory protection, or other medical risk,
- Asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

16. Remote Service. If Customer selects Remote Service, Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the internet, Remote Service does not constitute monitoring of the system and Customer understands that Remote Service does not provide for Company to

contact the fire department or other authorities in the event of a fire alarm. The Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate service under this Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 17.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.

17. Monitoring Services. If Customer has selected Monitoring services, the following shall apply to such services:

A. Alarm Monitoring Service. Customer agrees and acknowledges that Company's sole and only obligation under this Agreement shall be to provide alarm monitoring, notification, and/or Runner services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested. SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

B. Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of Monitoring Services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring Services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences there from that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its monitoring obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences there from, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability with respect to Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred (\$2,500) dollars. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer.

IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

C. Indemnity, Insurance. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to the Monitoring Services provided under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

D. No modification. Modification to Sections 17 B or C may only be made by a written amendment to this Agreement signed by both parties specifically referencing Section 17 B and/or C, and no such amendment shall be effective unless approved by the manager of Company's Central Monitoring Center.

E. Customer's Duties. In addition to Customer's duty to indemnify, defend, and hold Company harmless pursuant to this Section 17:

i. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

ii. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

iii. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company

iv. Customer shall promptly reset the System after any activation.

v. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

vi. Customer shall cooperate with Company in the installation, operation and/or maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

vii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation", or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company. Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be false and/or excessive in number, Customer shall be subject to the additional costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion terminate this Agreement with respect to Monitoring services upon notice to Customer.

F. Communication Facilities.

i. **Authorization.** Customer authorizes Company, on Customer's behalf, to request services, orders or equipment from a telephone company, wireless carrier or other company providing communication facilities, signal transmission services or facilities under this Agreement (referred to as "Communication Company"). Should any third party service, equipment or facility be required to perform the Monitoring services set forth in this

Agreement, and should the same be terminated or become otherwise unavailable or impracticable to provide, Company may terminate Monitoring services upon notice to Customer.

ii. **Digital Communicator.** Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

iii. **Derived Local Channel.** The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission. Customer agrees that the Communication Company's liability is limited to the same extent Company's liability is limited pursuant to this Section 17.

iv. **CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.**

G. Verification; Runner Service. Some jurisdictions may require alarm verification by telephone or on-site verification (Runner Service) before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

H. Personal Emergency Response Service. If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for

which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response.

18. Limited Warranty. COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL, EXCLUDING MONITORING SERVICES, FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. Where Company provides product or equipment of others, Company will warrant the product or equipment only to the extent warranted by such third party. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. COMPANY MAKES NO WARRANTY OR REPRESENTATION, AND UNDERTAKES NO OBLIGATION TO ENSURE BY THE SERVICES PERFORMED UNDER THIS AGREEMENT, THAT COMPANY'S PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF THE CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999.

19. Taxes, Fees, Fines, Licenses, and Permits. Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any required permit, license or registration for Customer at Customer's expense and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

20. Outside Charges. Customer understands and accepts that Company specifically denies any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

21. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

22. Waiver of Subrogation. Customer does hereby for itself and all other parties claiming under it release and discharge Company from and against all hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Company.

23. Force Majeure, Exclusions. Company shall not be responsible for delays, interruption or failure to render services due to causes beyond its control, including but not limited to material shortages, work stoppages, fires, civil disobedience or unrest, severe weather, fire or any other cause beyond the control of Company. This Agreement expressly excludes, without limitation, provision of fire watches; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises; vandalism; power failure; current fluctuation; failure due to non-Company installation; lightning, electrical storm, or other severe weather; water; accident; fire; acts of God; testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")); cartridges greater than 16 grams; gas valve installation; or any other cause external to the Covered System(s) and Company shall not be required to provide Service while interruption of service due to such causes shall continue. This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the Service Solution, the Agreement price does not include travel expenses.

24. Delays. Company shall have no responsibility or liability to Customer or any other person for delays in the installation or repair of the System or the performance of our Services regardless of the reason, or for any resulting consequences.

25. Termination. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion

upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

26. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

27. Default. An Event of Default shall include 1) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, 2) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable, 3) abuse of the System or the Equipment, 4) failure by Customer to observe, keep or perform any term of this Agreement; 5) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 1/2% per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid, 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

28. One-Year Limitation on Actions; Choice of Law. It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, Agreement, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

29. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement without obtaining Customer's consent.

30. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions relating to the Services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

31. Headings. The headings in this Agreement are for convenience only. 32. **Severability.** If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

33. Electronic Media. Customer agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature. Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Customer agrees that Company's receipt by fax of the Agreement signed by Customer legally binds Customer and such fax copy is legally equivalent to the original for any and all purposes, including litigation.

34. Legal Fees. Company shall be entitled to recover from the Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

35. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by the N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, TX 78752-4422, 512-424-7710. License numbers available at www.simplexgrinnell.com or contact your local SimplexGrinnell office.

Franklin County Government Grant Pre-Application Notification Form

Department or Organization Applying for Grant: **Health Department**

Grant/Program Title: **Local Health Services**

Grant Beginning Period: **7/1/2017**

Grant Ending Period: **6/30/2018**

Grant Amount: **\$170,700**

Funding Agency (i.e. State, Federal, Private): **State, Federal & Interdepartmental**

Funding Agency Contact Information

Name **Jenny Crane, Administrative Services**

Address **7th Floor, Andrew Johnson Bldg., 710 James Robertson Parkway, Nashville, TN 37243**

Phone **615-741-3914**

Fax

Email **Jenny.crane@tn.gov**

Funding Percentage or Match (i.e.100% or 75%/25%): **State 84%, Federal 10%, Interdepartmental 6%**

Funding Type (Revenue Advanced or Reimbursed): **Reimbursed**

Ongoing Funding Requirements(Yes/No & Length Required): **No**

Indirect Cost Availability (Yes/No): **No**

Grant Beneficiary: **Health Department – Local**

Purpose of Grant: **Operations of local health services for Franklin County citizens**

Person/Dept Responsible for Grant Program Management: **Charlene Nunley**

Person/Dept Responsible for Reporting Expenditures: **Andrea Smith**

Person/Dept Responsible for Requesting Revenue Claims: **Andrea Smith**

Grant Requirements for Continuation of Program or Cooperative Agreements:

n/a

Grant Requirements for Equipment, Ownership & Insurance:

Franklin County, TN

Grant Requirements for Annual Cost of Upgrade/Maintenance, etc.:

Franklin County, TN

Grant Requirements for Employment or Contracted Services:



n/a

Will this grant add Value to Franklin County's Fixed Assets? (Yes/No): **No**

Will this grant add Expense to Franklin County's Insurance Expense? (Yes/No): **Yes**

Approving Official Signature: **Richard Stewart**

Date:

 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
July 1, 2017		June 30, 2018		34360-18018	
Grantee Legal Entity Name					Edison Vendor ID
Franklin County Government					4189
Subrecipient or Contractor		CFDA # see Section A. Scope of Services and Deliverables			
<input checked="" type="checkbox"/> Subrecipient					
<input type="checkbox"/> Contractor		Grantee's fiscal year end June 2018			
Service Caption (one line only)					
Local Health Services					
Funding --					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2018	\$141,681.00	\$17,736.00	\$11,283.00		\$170,700.00
TOTAL:	\$141,681.00	\$17,736.00	\$11,283.00		\$170,700.00
Grantee Selection Process Summary					
<input type="checkbox"/> Competitive Selection					
<input checked="" type="checkbox"/> Non-competitive Selection					
According to TCA 68-2-603 and 68-2-607, each county shall establish a county health department and may enter into contracts with governmental entities to assist the county health department in carrying out its duties and functions. Rural Local Public Health meets the needs of the Tennessee citizens provided by the county health departments.					
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	
 Digitally signed by Adeniyi Bakare DN: cn=Adeniyi Bakare, o=Department of Health, ou=Division of Administrative Services, email=Adeniyi.Bakare@tn.gov, c=US Date: 2017.06.15 08:38:26 -05'00'					
Speed Chart (optional)		Account Code (optional)			
HL00000131		71301000			

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

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

Grantee Edison Vendor ID # 4189

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. Service Definitions.
- a. "CHAD" Child Health and Development, a home visiting program.
 - b. "CSS" Children's Special Services, a program of the Maternal and Child Health Block Grant.
 - c. "EP" the Emergency Preparedness program, which include activities as part of the Centers for Disease Control and Prevention, Public Health Emergency Preparedness (PHEP) and Assistant Secretary for Preparedness and Response (ASPR) cooperative agreements.
 - d. "EPSDT" the Early, Periodic, Screening, Diagnosis and Treatment program, which is covered by Medicaid/TennCare.
 - e. "HUGS" Help Us Grow Successfully, a home visiting program.
 - f. "PTBMIS" Patient Tracking Billing and Management Information System of the Tennessee Department of Health.
 - g. "Rural Local Health Services" A central focus and coordinated effort to identify obstacles unique to rural areas where solutions bring about changes and reforms to improve and enhance the health care of rural citizens.
 - h. "STD" the Sexually Transmitted Disease program.
 - i. "WIC Services" the Special Supplemental Nutrition Program for Women, Infant, and Children established by the Child Nutrition Act of 1966 and codified as 42 U.S.C. § 1786.
- A.3. Service Goals. Rural Local Health Services represent an array of programs and services provided by the Division of Community Health Services. These programs and services illustrate the breadth and diversity of efforts to meet the public health needs of Tennessee's citizens. All public health services are delivered in accordance with state and/or federal statutes, program rules and regulations, physician protocols and standing orders.
- A.4. Service Description.
- a. The Grantee shall perform the following services on an as needed basis:

PROGRAM	CFDA#
Adolescent Pregnancy Prevention	N/A
Baby & Me Services	N/A
Breast and Cervical Cancer – (Maternal and Child Health Block Grant)	93.994
Child Health and Development (CHAD)	N/A
Childhood Lead Poisoning Prevention	N/A
Children’s Special Services (CSS) – Care Coordination Services (Maternal and Child Health Block Grant)	93.994
Chronic Diseases Prevention and Health Promotion	93.758
Clinical Physician Services	N/A
Dental Clinical Services	93.224
Dental Prevention Services	N/A
Early, Periodic, Screening, Diagnosis, and Treatment (EPSDT) - Community Outreach Services	N/A
Early, Periodic, Screening, Diagnosis, and Treatment (EPSDT)	N/A
Emergency Preparedness	93.074
Family Planning Services	93.217
General Administration/Public Health Office Assistants/Custodial	N/A
Help Us Grow Successfully (HUGS)	N/A
HIV Prevention Services	93.940
Immunization Services	93.268
Nutrition Services	N/A
Prenatal Presumptive Eligibility	N/A
Rape Prevention and Education Program	93.136
Regional/County Health Officers (RCHO)	N/A
Primary Care Services	93.913
Ryan White Medical Case Management (Ryan White Title II)	93.917
Sexually Transmitted Disease (STD) Services	93.977
Tobacco Use Prevention and Control Program	93.305
Tuberculosis Services (Tuberculosis Elimination Grant)	93.116
Welcome Baby Community Outreach Services	93.870
Women, Infant, and Children (WIC) Services – Special Supplemental Nutrition Program	10.557

- b. The “Catalog of Local Rural Health Services for the Division of Health Community Services” provides a description of the above services. A copy of the most recent version of the Catalog of Local Rural Health Services for the Division of Community Health Services can be found at:
<https://tennessee.sharepoint.com/sites/health/DAS/BMO/Documents/Forms/Default.aspx>.
The Grantee shall have access to the State’s Intranet, notification of any changes will be provided by the state via electronic mail.
- c. The Grantee shall assure staff providing services in accordance with this Grant are on duty during the State’s regularly scheduled business hours. Grantee staff shall also observe the same legal holidays as observed by the State.
- d. Local Health Services provided by the Division of Community Health Services are coded and tracked through PTBMIS. A copy of the most recent version of the PTBMIS Coding Manual can be found at:
<https://tennessee.sharepoint.com/sites/health/CHS/BILL/SitePages/Home.aspx>
- e. The Grantee shall allow the State to credential, privilege, and contract medical facilities and medical practitioners on the Grantee’s behalf.

- A.5. **Incorporation of Additional Documents.** Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsection b., below);
 - b. the Catalog of Local Rural Health Services for the Division of Community Services (found at: <https://tennessee.sharepoint.com/sites/health/DAS/BMO/Documents/Forms/Default.aspx>) as may be amended, if any.
- A.6. **Incorporation of Federal Award Identification Worksheet.** The federal award identification worksheet is incorporated in this Grant Contract. The Grantee shall be notified of any changes that shall take place during the duration of this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on July 1, 2017 ("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 One Hundred Seventy Thousand Seven Hundred Dollars (\$170,700.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 1 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 (Attachment 2).
- 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:

Community Health Services
 Jenny Crane, Contract Manager
Jenny.crane@tn.gov

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Health, Local Health Services
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of 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.
 - (4) An invoice under this Grant Contract shall be presented to the State within forty-five (45) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than forty-five (45) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.

C.6. **Budget Line-items.** Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

- C.7. **Disbursement Reconciliation and Close Out.** The Grantee shall submit any final invoice and a grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date, in form and substance acceptable to the State (Attachment 3).
- 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:

Jenny Crane Contract Manager
 Department of Health, Community Health Services
 710 James Robertson Avenue
 Nashville, TN 37243
 jenny.crane@tn.gov
 Telephone # (615) 741.0235

The Grantee:

Richard Stewart, County Mayor
 Franklin County Government
 Franklin County Courthouse
 richard.stewart@franklincotn.us
 Telephone # (931) 967-2905

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

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

- D.9. **Subject to Funds Availability.** This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. **Nondiscrimination.** The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. **HIPAA Compliance.** The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. **Public Accountability.** If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

- D.13. **Public Notice.** All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. **Licensure.** The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. **Records.** The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.
- The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.
- In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.
- The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.
- The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.
- Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.
- D.16. **Monitoring.** The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. **Progress Reports.** The Grantee shall submit brief, periodic, progress reports to the State as requested.

- D.18. **Annual and Final Reports.** The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. 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 (Attachment 4).
- D.19. **Audit Report.** The Grantee shall be audited in accordance with applicable Tennessee law. If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment 5.
- 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, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.
- The Grantee shall obtain prior approval from the State before purchasing any equipment or motor vehicles under this Grant Contract.
- 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. **State Liability.** The State shall have no liability except as specifically provided in this Grant Contract.

- 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, workarounds plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. **Tennessee Department of Revenue Registration.** The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. **Charges to Service Recipients Prohibited.** The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract, with the exception of:
- a. patient liability amounts (including copay, coinsurance, and deductibles) established by insurance plans and assigned to the patient,
 - b. charges based on patients' income and family size, and
 - c. other fees as established by the State.
- The Grantee shall be allowed to bill the patient's insurance, including governmental insurers such as TennCare, where appropriate. The parties shall comply with all applicable governmental and insurance plan reimbursement rules, including but not limited to Medicaid/TennCare or Medicare. The parties further agree that benefits provided or received under this Grant Contract are not contingent on referrals nor are they paid under arrangement to provide healthcare services reimbursed by Medicare or Medicaid/TennCare.
- 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. 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 9-8-407.
- 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 T.C.A. §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.

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. **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 section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- E.3. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

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

- E.4. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E.5. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.6. 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 Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

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,

FRANKLIN COUNTY GOVERNMENT:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF HEALTH:

JOHN J. DREYZEHNER, MD, MPH, FACOEM, COMMISSIONER

DATE

ATTACHMENT 1
GRANT BUDGET
(BUDGET PAGE 1)

FRANKLIN COUNTY GOVERNMENT - LOCAL HEALTH SERVICES				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2017, and ending June 30, 2018.				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$110,200.00	\$0.00	\$110,200.00
2	Benefits & Taxes	\$39,700.00	\$0.00	\$39,700.00
4, 16	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$0.00	\$0.00	\$0.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$20,800.00	\$0.00	\$20,800.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost (% and method)	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$170,700.00	\$0.00	\$170,700.00

ATTACHMENT 1 (CONTINUED)
GRANT BUDGET LINE-ITEM DETAIL
(BUDGET PAGE 2)

FRANKLIN COUNTY GOVERNMENT - LOCAL HEALTH SERVICES

SALARIES	MONTHLY OR HOURLY	PCT/HR	AMOUNT
COFFELT, ANGELA; SOCIAL COUNSELOR 2	2,945.66 X 12 X	100%	35,347.92
BREWER, KAREN; PHOA	2,094.30 X 12 X	100%	25,131.60
TAYLOR, MICHELLE; NURSE ASSISTANT	1,777.22 X 12 X	100%	21,326.64
VACANT; PEER COUNSELOR	11.49 X 52 X	20.00	11,949.60
KEEN, CHRISTY; CHW - PPIS	10.46 X 52 X	15.00	8,158.80
INTERPRETER	20.00 X 52 X	8.00	8,320.00
TOTAL ROUNDED			\$ 110,200.00

TRAVEL / CONFERENCES & MEETINGS	AMOUNT
ROUTINE TRAVEL	\$13,000.00
CSS WORKER CROSS COUNTY SERVICES	\$4,000.00
ROUTINE TRAVEL FOR EPSDT OUTREACH LAY HEALTH VISITORS	\$3,800.00
TOTAL ROUNDED	\$ 20,800.00

PHOA = PUBLIC HEALTH OFFICE ASSISTANT
 PPIS = Primary Prevention Impact Services
 CHW = Community Health Worker

Federal Award Identification Worksheet *

Subrecipient's name (must match registered name in DUNS)	Franklin County Government
Subrecipient's DUNS number	001110634
Federal Award Identification Number (FAIN)	175TN712W5003
Federal award date	
CFDA number and name	10.557 WIC ADMIN
Grant contract's begin date	7/1/2017
Grant contract's end date	6/30/2018
Amount of federal funds obligated by this grant contract	\$17,736
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	
Name of federal awarding agency	USDA Food and Nutrition Service
Name and contact information for the federal awarding official	Lisa Bragg 404-562-7050
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)	

*** Information listed in the Federal Award Identification Worksheet is subject to change periodically during the Grant Contract Term. The State shall provide updated information to the Grantee as changes occur.**

Franklin County Government Grant Pre-Application Notification Form

Department or Organization Applying for Grant: **County Commission**

Grant/Program Title: **Community Development Block Grant**

Grant Beginning Period: **6/14/2017**

Grant Ending Period: **6/13/2020**

Grant Amount: **\$5,990,000**

Funding Agency (i.e. State, Federal, Private): **Federal**

Funding Agency Contact Information

Name **Kent Archer, Grants Director, Rural Development**

Address **Dept of econ & Comm Dev, 312 Rosa L. Parks Ave, 26th Floor, Nashville, TN 37243**

Phone **615-354-3591**

Fax **615-927-1259**

Email **Kent.Archer@tn.gov**

Funding Percentage or Match (i.e.100% or 75%/25%): **Federal 84%, Local 16%**

Funding Type (Revenue Advanced or Reimbursed): **Reimbursed**

Ongoing Funding Requirements(Yes/No & Length Required): **No**

Indirect Cost Availability (Yes/No): **No**

Grant Beneficiary: **Franklin & Grundy County Residents**

Purpose of Grant: **Construction of a satellite facility to TN College of Applied Technology - Shelbyville**

TCAT – Franklin County

Person/Dept Responsible for Grant Program Management: **Richard Stewart**

Person/Dept Responsible for Reporting Expenditures: **Andrea Smith**

Person/Dept Responsible for Requesting Revenue Claims: **Andrea Smith**

Grant Requirements for Continuation of Program or Cooperative Agreements:

The school upon lock and key will be turned over to the Tennessee Board of Regents

Grant Requirements for Equipment, Ownership & Insurance:

TN Board of Regents

Grant Requirements for Annual Cost of Upgrade/Maintenance, etc.:

TN Board of Regents

Grant Requirements for Employment or Contracted Services:

n/a

Will this grant add Value to Franklin County's Fixed Assets? (Yes/No): **No**

Will this grant add Expense to Franklin County's Insurance Expense? (Yes/No): **No**

Approving Official Signature: **Richard Stewart**

Date:

**GRANT CONTRACT
 BETWEEN THE STATE OF TENNESSEE,
 DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT
 AND
 COUNTY OF FRANKLIN**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Economic and Community Development, hereinafter referred to as the "State" or the "Grantor State Agency" and County of Franklin, hereinafter referred to as the "Grantee," is for the provision of improvements under the Community Development Block Grant Program, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 25

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 utilize funds for the following improvements:

- | | |
|--|---|
| <input type="checkbox"/> Sewer System Improvements | <input type="checkbox"/> Water System Improvements |
| <input type="checkbox"/> Sewer Line Improvements | <input type="checkbox"/> Water Line Improvements |
| <input type="checkbox"/> Housing Rehabilitations | <input type="checkbox"/> Commercial Façade Improvements |
| <input type="checkbox"/> Community Livability Projects | <input checked="" type="checkbox"/> Workforce Development |

A more detailed Scope is contained in Attachment A.

A.3. Final Report. The Grantee shall provide the State with a final end-of-project report upon completion of project. This report must be received by the State prior to final reimbursement to Grantee.

A.4. Statement of Assurances. The Grantee agrees to comply with the Statement of Assurances, attached to this Grant Contract as Attachment E and incorporated herein by reference, and with the State's CDBG Manual for the program year which can be found at <http://www.tn.gov/ecd/section/CDBG/>.

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

B. TERM OF CONTRACT:

B.1. This Grant Contract shall be effective for the period beginning on June 14, 2017 ("Effective Date") and ending on June 13, 2020 ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

B.2. Renewal Options. This Grant Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute (1) renewal option under the same terms and conditions for a period not to exceed twenty-four (24) months by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. **Maximum Liability.** In no event shall the maximum liability of the State under this Grant Contract exceed Four Million Nine Hundred Ninety Thousand Dollars and No/100 (\$4,990,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment B 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:

ECD.Invoices@tn.gov

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Economic and Community Development, Community Development Block Grant Program.
 - (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. Grant Budget and Revisions to Grant Budget Line-Items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget.

- a. The Grantee may request in writing a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amounts. The Grantee's request must provide full details in support of the request. 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 detailed. The net result of any changes to Grant Budget line-item amounts shall not result in funding for a line-item that was previously funded at zero dollars (\$0.00) or increase the total Grant Contract amount detailed by the Grant Budget.
- b. The Grantee may request in writing Grant Budget line-item revisions exceeding the limitation set forth in section C.6.a., above, giving full details supporting the Grantee's request, provided that such revisions do not result in funding for a line-item that was previously funded at zero dollars (\$0.00) and do not increase the total Grant Contract 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 detailed. Any approval of a revision to a Grant Budget line-item greater than twenty percent (20%) shall be superseded by a subsequent revision of the Grant Budget by Grant Contract amendment.
- c. Any increase in the total Grant Contract 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 and in form and substance acceptable to the State.

- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.

- b. 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 (including any adjustment pursuant to subsection a.ii: above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - c. 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.
 - d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. 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:

Kent Archer, Grants Director, Rural Development
Department of Economic and Community Development
312 Rosa L. Parks Ave., 26th Floor
Nashville, Tennessee 37243
Kent.Archer@tn.gov
Corine.wiesmueller@tn.gov
Telephone # 615.354.3591
615.927.1259

The Grantee:

The Honorable Richard Stewart, Mayor
County of Franklin
855 Dinah Shore Blvd., Suite #3
Winchester, TN 37398
Email Address: Richard.stewart@franklincotn.us
lfisher@sctdd.org
Telephone # 931-967-2905

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. Reserved.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

- D.15. **Records.** The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.
- The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.
- In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.
- The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.
- The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.
- Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.
- D.16. **Monitoring.** The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. **Progress Reports.** The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. **Annual and Final Reports.** The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. 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. If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment C.

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, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.

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

- 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. **State Liability.** The State shall have no liability except as specifically provided in this Grant Contract.

- D.24. **Force Majeure.** "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may,

upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. **Tennessee Department of Revenue Registration.** The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. **Charges to Service Recipients Prohibited.** The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. **No Acquisition of Equipment or Motor Vehicles.** This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. **State and Federal Compliance.** The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tol=/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. 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 9-8-407.
- 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 T.C.A. §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.

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. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

E.3. 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 Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

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.

- E.4. **Conditional Award.** The award of this grant is conditional based on the successful completion of the environmental review process. In accordance with 24 CFR Part 58, recipients, owners, developers, sponsors or any third-party partners cannot undertake any physical actions on a site, commit, expend, or enter into any legally binding agreements that constitute choice-limiting actions for any HUD or non-HUD funds before the environmental review process has been completed and, if required, the Grantee has received a Release of Funds from the State. Choice-limiting actions are defined by HUD as expenditure of funds or entrance into a legally binding agreement for property acquisition, demolition, movement, rehabilitation, conversion, repair or construction. Any violation of this provision will result in the automatic denial of this funding request (or de-obligation of the CDBG funds, if already awarded).

The Grantee's failure to comply with the above requirements is a breach of this Grant Contract for which the State may terminate this Grant Contract for cause under Section D.4. above. 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,

COUNTY OF FRANKLIN:

Richard Stewart

8/24/17

GRANTEE SIGNATURE

DATE

THE HONORABLE RICHARD STEWART, MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT:

ROBERT O. ROLFE, COMMISSIONER

DATE

SCOPE OF SERVICES
Community: County of Franklin
Contact Person/Email: Ifisher@sctdd.org
Complete Description of Scope of Services: The Grantee shall utilize grant funds for the construction of a Tennessee College of Applied Technology (TCAT) facility in the City of Winchester. Upon final construction of the TCAT facility, and at a date and time to be determined, the Grantee shall transfer ownership of the TCAT facility to the Tennessee Board of Regents. The transfer of ownership shall occur in accordance with all applicable CDBG rules and regulations. Any transfer agreement shall be reviewed and approved by TNECD prior to execution.

ATTACHMENT B

GRANT BUDGET

GRANT CONTRACT #

GRANTEE: Franklin County

GRANTEE CONTACT: Richard Stewart, County Mayor

PROGRAM AREA: COMMUNITY DEVELOPMENT BLOCK GRANT

THE FOLLOWING IS APPLICABLE TO EXPENSE INCURRED IN THE PERIOD: 06/14/17 through 06/13/20			
EXPENSE OBJECT LINE-ITEM CATEGORY	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
Construction	\$4,448,385.00	\$1,000,000.00	\$5,448,385.00
Construction Inspection	\$52,000.00	\$0.00	\$52,000.00
Engineering Design	\$319,000.00	\$0.00	\$319,000.00
Engineering (other than design)	\$10,000.00	\$0.00	\$10,000.00
Legal Services	\$0.00	\$0.00	\$0.00
Appraisals	\$0.00	\$0.00	\$0.00
Acquisition of Property	\$0.00	\$0.00	\$0.00
Relocation (payments and assistance to persons, businesses, or non-profit organizations, including movement to other temporary or permanent sites)	\$0.00	\$0.00	\$0.00
Housing Rehabilitation (loans and grants for single-unit, privately-owned homes)	\$0.00	\$0.00	\$0.00
Housing Inspection	\$0.00	\$0.00	\$0.00
Clearance and Demolition of Structures	\$0.00	\$0.00	\$0.00
Professional Fee (Detail attached)	\$25,000.00	\$0.00	\$25,000.00
Tap Fees (for "low and moderate income" beneficiaries)	\$0.00	\$0.00	\$0.00
Environmental Review	\$1,500.00	\$0.00	\$1,500.00
Capital Purchase	\$0.00	\$0.00	\$0.00
Other Non-Personnel Expenses (Detail attached)	\$25,500.00	\$0.00	\$25,500.00
Project Contingency (for potential project costs exceeding the total budget amount in line items above)	\$110,615.00	\$0.00	\$110,615.00
GRAND TOTAL	\$4,990,000.00	\$1,000,000.00	\$5,990,000.00

GRANT BUDGET DETAIL

LINE-ITEM DETAIL FOR: PROFESSIONAL FEE	AMOUNT
ADMINISTRATIVE SERVICES	\$25,000.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
TOTAL	\$25,000.00

LINE-ITEM DETAIL FOR: OTHER NON-PERSONNEL EXPENSES	AMOUNT
Permit Review Fee	\$15,500.00
Printing	\$5,000.00
Miscellaneous - Advertisements	\$5,000.00
	\$0.00
	\$0.00
	\$0.00
TOTAL	\$25,500.00

ATTACHMENT D

Federal Award Identification Worksheet

Subrecipient's name (must match registered name in DUNS) C	County of Franklin
Subrecipient's DUNS number	001110634
Federal Award Identification Number (FAIN)	
Federal award date	
CFDA number and name	14.228
Grant contract's begin date	08/30/17
Grant contract's end date	08/30/19
Amount of federal funds obligated by this grant contract	\$4,990,000.00
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$4,990,000.00
Name of federal awarding agency	HUD
Name and contact information for the federal awarding official	Mary Wilson 710 Locust Street SW Suite 300 Knoxville, TN 37902
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)	N/A

**TENNESSEE COMMUNITY DEVELOPMENT BLOCK GRANT
STATEMENT OF ASSURANCES**

The applicant hereby assures and certifies that:

- (a) It possesses legal authority to apply for the grant and to execute the proposed program.
- (b) Its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the applicant's chief executive officer to act in connection with the application and to provide such additional information as may be required.
- (c) Its chief executive officer or other officer of applicant approved by the State:
 - (1) Consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969, as amended, (NEPA) and other provisions of Federal law, as specified in 24 CFR Part 58, which furthers the purposes of NEPA, insofar as the provisions of such Federal law apply to the Tennessee Community Development Block Grant Program;
 - (2) Is authorized and consents on behalf of the applicant and him or herself to accept the jurisdiction of the Federal courts for the purpose of enforcement of his or her responsibilities as such an official.
- (d) It will adhere to the principles and standards governing the application for, acceptance, and use of Federal funds under this document as set forth in the OMB Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards codified at 2 CFR Part 200, which supersedes OMB Circulars Number A-87, A-102, and A-133, Revised.
- (e) It will comply with:
 - (1) Section 110 of the Housing and Community Development Act of 1974 (HCDA), as amended, 24 CFR § 570.603, 29 CFR Parts 1, 3, 5, and 7, and State regulations regarding the administration and enforcement of labor standards;
 - (2) The provisions of the Davis-Bacon Act (40 U.S.C. §§ 3141-3148 with respect to prevailing wage rates (except for projects for the rehabilitation of fewer than eight units);
 - (3) Contract Work Hours and Safety Standards Act of 1962 (40 U.S.C. §§ 327-334) requiring that mechanics and laborers (including watchmen and guards) employed on Federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty in a work-week; and
 - (4) Federal Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.*, requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week.
- (f) It will comply with all requirements imposed by the State concerning special requirements of law, program requirements, and other administration requirements, approved in accordance with the OMB Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.
- (g) It will comply with:
 - (1) Title VI of the Civil Rights Act of 1964, as amended (Pub. L. 88-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the

Federal financial assistance is extended, or for another purpose involving the provisions of similar services or benefits;

- (2) Fair Housing Amendments Act of 1988 (FHAA), as amended, administering all program and activities relating to housing and community development in a manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services;
 - (3) Executive Order 12259, Leadership and Coordination of Fair Housing in Federal Programs, requiring that programs and activities relating to housing and urban development are administered in a manner affirmatively to further the goals of the FHAA;
 - (4) Section 109 of the HCDA, as amended, and the regulations issued pursuant thereto (24 CFR § 570.601), which provides that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds provided under the HCDA. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to otherwise qualified individuals with disabilities as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any such program activity;
 - (5) Executive Order 11063 on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance; and
 - (6) Executive Order 11246, as amended by Executive Orders 11375, 11478, 12107 and 12086, and the regulations issued pursuant thereto (24 CFR § 1.4 and 41 CFR § 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts. Contractors and subcontractors of Federal and Federally assisted construction contracts shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.
 - (7) Other applicable civil rights laws, including Section 104(b) of Title I of the HCDA, as amended, and the Americans with Disabilities Act of 1990.
- (h) It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR Part 135, requiring that, to the greatest extent feasible, opportunities for training and employment be given to lower-income persons residing within the unit of local government in which the project is located; and that contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing within the unit of local government. It will include Section 3 information in all subcontracts.
- (i) It will:
- (1) To the greatest extent practical under State law, comply with 24 U.S.C. §§ 4651–4655 of Subchapter III (Uniform Real Property Acquisition Policy) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and will comply with HUD implementing instructions at 24 CFR Part 42; and
 - (2) Inform affected persons of their rights and of the acquisition policies and procedures set forth in the regulations at 24 CFR Part 42.
- (j) It will:
- (1) Comply with 42 U.S.C. §§ 4621–4638 of Subchapter II (Uniform Relocation Assistance) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, HUD implementing regulations at 49 CFR Part 24 and 24 CFR § 570.606(b), Section 104(d) of the HCDA, and the requirements in 24 CFR § 570.606(d);
 - (2) Provide relocation payments and offer relocation assistance as described in 42 U.S.C. § 4622 to all persons displaced as a result of acquisition of real property for an activity assisted under the Community Development Block Grant program. Such payments and assistance shall be provided in a

fair, consistent, and equitable manner that insures that the relocation process does not result in different or separate treatment of such persons on account of race, color, religion, national origin, sex, handicapped, or familial status;

- (3) Assure that, within a reasonable period of time prior to displacement, comparable decent, safe, and sanitary replacement dwellings will be available to all displaced families and individuals and that the range of choices available to such persons will not vary on account of their race, color, religion, national origin, sex, handicapped, or familial status; and
 - (4) Inform affected persons of the relocation assistance, policies, and procedures set forth in the regulations at 24 CFR Part 42.
- (k) It will establish safeguards to prohibit employees, consultants, and elected officials from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
 - (l) It will comply with the Copeland Anti-Kickback Act of 1934 (18 U.S.C. § 874), and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 3, which outlaws and prescribes penalties for "kickbacks" of wages in Federally financed or assisted construction activities.
 - (m) It will comply with the provisions of the Hatch Act, which limits the political activity of employees.
 - (n) It will give the State, HUD, and the Comptroller General, through any authorized representatives, access to and the right to examine all records, books, papers, or documents related to the grant.
 - (o) It will insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities, and that it will notify the State of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
 - (p) It will comply with the flood insurance purchase requirement of Section 102(a) of the Flood Disaster Protection Act of 1973, Pub. L. 93-234, 87 Stat. 975, approved December 31, 1973. Section 102(a) required, on and after March 2, 1974, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
 - (q) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. 306108), Executive Order 11593, and the Preservation of Archaeological and Historical Data Act of 1974 (16 U.S.C. § 469c) by:
 - (1) Consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR § 800.8) by the proposed activity; and
 - (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
 - (r) It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A117.1-1961, as modified (41 CFR Subt. C, Ch. 101, Subch. A, Pt. 101-8). The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
 - (s) It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purposes constructed.
 - (t) It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms to the approved plans and specifications;

that it will furnish progress reports and other such information as requested.

- (u) It will comply with environmental requirements including:
 - (1) The National Environmental Policy Act of 1969, as amended (42 U.S.C. § 4321 *et seq.*) and 24 CFR Part 58;
 - (2) Executive Order 11988, Floodplain Management;
 - (3) Executive Order 11990, Protection of Wetlands;
 - (4) The Endangered Species Act of 1973, as amended (16 U.S.C. § 1531 *et seq.*);
 - (5) The Fish and Wildlife Coordination Act of 1958, as amended (16 U.S.C. § 661 *et seq.*);
 - (6) The Wild and Scenic Rivers Act of 1968, as amended (16 U.S.C. § 1271 *et seq.*);
 - (7) The Safe Drinking Water Act of 1974, as amended (42 U.S.C. § 300f *et seq.*);
 - (8) Section 401(f) of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C. § 4831(b));
 - (9) The Clean Air Act of 1970, as amended (42 U.S.C. § 7401 *et seq.*);
 - (10) The Federal Water Pollution Control Act of 1972, as amended, including the Clean Water Act of 1977, Public Law 92-212 (33 U.S.C. § 1251 *et seq.*);
 - (11) The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 *et seq.*); and
 - (12) Environmental Protection Agency (EPA) regulations codified at 40 CFR Part 50, as amended.
- (v) It will minimize displacement as a result of activities assisted with CDBG funds;
- (w) It will conduct and administer its program in conformance with Title VI and Title VIII, and affirmatively further fair housing;
- (x) It will provide opportunities for citizen participation comparable to the State's requirements (those described in Section 104(a)(2) of the HCDA), as amended;
- (y) It will not use assessments or fees to recover the capital costs of CDBG-funded public improvements from low- and moderate-income owner occupants.
- (z) It will comply with:

The Armstrong/Walker "Excessive Force" Amendment (P.L. 101-144) found in Section 519 of the Department of Veteran Affairs and Housing and Urban Development, and Independent Agencies Appropriation Act of 1990, whereby the unit of general local government will be required to adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil demonstrations.
- (aa) It will comply with Section 319 of Public Law 101-121 found in the Federal Register Vol. 54 No. 243.

The undersigned certifies, to the best of his or her knowledge and belief, that:

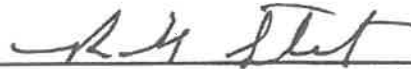
 - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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.
 - (2) If any funds other than Federal 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 Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers, which exceed the dollar limits set forth in the Byrd amendment, (including subcontracts, subgrants, 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. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- (bb) It will comply with Section 102 of the Department of Housing and Urban Development Reform Act of 1989 which requires (1) initial disclosure reports from applicants for Community Development Block Grant (CDBG) assistance and (2) update reports from recipients of CDBG assistance.
- (cc) It will comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR § 570.607, as revised by Executive Order 13279. Section 109 of the HCDA remains applicable.
- (dd) It will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract.
- (ee) It will affirmatively further fair housing and assist the State in the implementation of the recommendations in the Analysis of Impediments to Fair Housing Choice and/or the Assessment of Fair Housing to fulfill the requirements of the Affirmatively Furthering Fair Housing Rule.
- (ff) It will comply with all parts of Title I of the HCDA, as amended, which have not been cited previously as well as with the requirements of Title 24 of the Code of Federal Regulations, Part 570 and Part 85, and other applicable Federal, State, and local laws, regulations, and policies governing the funds under this contract.

The applicant hereby certifies that it will comply with the above stated assurances.



Signature, Chief Executive Officer

Richard Stewart

Name (typed or printed)

County Mayor

Title

8/24/17

Date



SURETY'S BOND NO. LSM1148639

STATE OF TENNESSEE
COUNTY OF Franklin
OFFICIAL STATUTORY BOND
FOR
COUNTY PUBLIC OFFICIALS
OFFICE OF Constable

KNOW ALL MEN BY THESE PRESENTS:

That Mark A Vanzant of Winchester (City or Town),
County of Franklin Tennessee, as Principal, and
RLI Insurance Company as Surety, are held and firmly bound unto THE STATE OF TENNESSEE in the full
amount of Five Thousand Five Hundred and 00/100 Dollars
(\$ 5,500.00) lawful money of the United States of America for the full and prompt payment whereof we bind ourselves, our
representatives, successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

WHEREAS, The said Principal was duly elected appointed to the office of Constable
of and for Franklin
County for the 1 year term beginning on the 31st day of August, 2017, and ending on the 31st day of
August, 2018.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH:

That if the said Mark A Vanzant, Principal, shall:

1. Faithfully perform the duties of the office of Constable of Franklin County during such person's term of office or his continuance therein; and,
2. Pay over to the persons authorized by law to receive them, all moneys, properties, or things of value that may come into such Principal's hands during such Principal's term of office or continuance therein without fraud or delay, and shall faithfully and safely keep all records required in such Principal's official capacity, and at the expiration of the term, or in case of resignation or removal from office, shall turn over to the successor all records and property which have come into such Principal's hands, then this obligation shall be null and void; otherwise to remain in full force and effect.

WITNESS our hands and seals this 31st day of August, 2017.

WITNESS-ATTEST:

M. Colvin

PRINCIPAL:

Mark A Vanzant
Mark A Vanzant

SURETY:

RLI Insurance Company
by: Christine Gard
Attorney In Fact
Christine Gard

COUNTERSIGNED BY:
Deana Curtis
Tennessee Resident Agent

(Attach evidence of authority to execute bond)

ACKNOWLEDGMENT OF PRINCIPAL

STATE OF Tennessee
COUNTY OF Franklin

Before me, a Notary Public, of the State and County aforesaid, personally appeared Mark A Vanzant, to me known (or

proved to me on the basis of satisfactory evidence) to be the individual described in the foregoing bond as Principal, and who, upon oath acknowledged that such individual executed the foregoing bond as such individual's free act and deed.

Witness my hand and seal this 1st day of Sept, 2017
My Commission Expires: 9-29-2020

M. J. ... Notary Public
STATE OF TENNESSEE
NOTARY PUBLIC
FRANKLIN COUNTY

ACKNOWLEDGMENT OF SURETY

STATE OF Tennessee
COUNTY OF Franklin

Before me, a Notary Public, of the State and County aforesaid, personally appeared Christine Gard with whom I am personally acquainted and, who, upon oath, acknowledged himself/herself to be the individual who executed the foregoing bond on behalf of RLI Insurance Company, the within named Surety, a corporation duly licensed to do business in the State of Tennessee, and that he/she as such individual being authorized so to do, executed the foregoing bond on behalf of the Surety, by signing the name of the corporation by himself/herself as such individual.

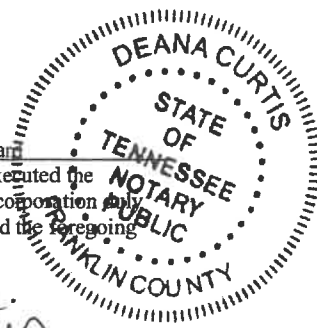
Witness my hand and seal this 31st day of August, 2017.

My Commission Expires:

1/28/20

Deana Curtis (Signature)

Notary Public



APPROVAL AND CERTIFICATION

SECTION I. (Applicable to all County Officials except Clerks of all Courts)

Bond and Sureties approved by _____, County Executive/Mayor of _____ County, on this _____ day of _____.

Signed:

County Executive/Mayor

CERTIFICATION:

I, _____, County Clerk of _____ County, hereby certify that the foregoing bond was approved by the Legislative Body of said county, in open session on the _____ day of _____, and entered upon the minutes thereof.

Signed:

County Clerk

SECTION II. (Applicable to all Clerks of all Courts)

CERTIFICATION:

This is to certify that I have examined the foregoing bond and found the same to be sufficient and in conformity to law, that the sureties on the same are good and worth the penalty thereof and that the same has been entered upon the minutes of said court.

Signed:

Judge of the _____ Court of and for said County on this _____ day of _____.

SECTION III. (Applicable to all County Officials' Bonds) FOR USE BY REGISTER OF DEEDS

SECTION IV. (Applicable to all County Officials' Bonds)

ENDORSEMENT:

Filed with the Office of the County Clerk, County of _____, this _____ day of _____.

Signed:

County Clerk

Form Prescribed by the Comptroller of the Treasury, State of Tennessee
Form Approved by the Attorney General, State of Tennessee



RLI Insurance Company
P.O. Box 3967 Peoria IL 61612-3967
Phone: (309)692-1000 Fax: (309)683-1610

POWER OF ATTORNEY

RLI Insurance Company

Bond No. LSM1148639

Know All Men by These Presents:

That the RLI Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: Christine Gard in the City of Winchester, State of Tennessee, as Attorney In Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Five Million and 00/100 Dollars (\$ 5,000,000.00) for any single obligation, and specifically for the following described bond.

Principal: Mark A Vanzant
Obligee: State of Tennessee
Type Bond: County Public Official
Bond Amount: \$ 5,500.00
Effective Date: August 31, 2017

The RLI Insurance Company further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its Vice President with its corporate seal affixed this 31st day of August, 2017.

ATTEST:

Cherie L. Montgomery
Cherie L. Montgomery Assistant Secretary



RLI Insurance Company
B. W. Davis
Barton W. Davis Vice President

On this 31st day of August, 2017 before me, a Notary Public, personally appeared Barton W. Davis and Cherie L. Montgomery, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said RLI Insurance Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Jacqueline M. Bockler
Jacqueline M. Bockler Notary Public



ANIMAL CONTROL REGULATIONS

1. The purposes of these Regulations are to promote the public health, safety and general welfare of the citizens of Franklin County, Tennessee and to ensure the humane treatment of animals by regulating the care and control of animals within Franklin County, Tennessee.

2. When used in these Regulations, the following words, terms, and phrases, and their derivations shall have the meanings ascribed to them in this section except where the context clearly indicates a different meaning:

Definitions:

(a) *Animal* means any live creature, both domestic and wild, except humans. "Animal" includes fowl, fish and reptiles.

(b) *Animal control officer* means an employee or agent of the County, designated by the County Mayor to administer and enforce the licensing, inspection and enforcement requirements contained within these Regulations.

(c) *Animal hospital* means any establishment maintained and operated by a licensed veterinarian for surgery, diagnosis, and treatment of animal diseases and injuries.

(d) *Animal nuisance* means any nuisance arising out of the keeping, maintaining or owning of, or failure to exercise sufficient control of, an animal.

(e) *Animal shelter* means any facility operated by the County or humane society for the temporary care, confinement and detention of animals and for the humane killing and other disposition of animals. The term shall also include any private facility authorized by the County Mayor or his designee to impound, confine, detain, care for or destroy any animal.

(f) *At heel* means a dog is directly behind or next to a person and obedient to that person's command.

(g) *At large* means that an animal is off the premises of the owner, and not on a leash or otherwise under the immediate control of a person physically capable of restraining the animal.

(h) *Cruelty* means any act or omission whereby unjustifiable physical pain, suffering or death of an animal is caused or permitted, including failure to provide proper drink, air, space, shelter or protection from the elements, a sanitary and safe living environment, veterinary care or nutritious food in sufficient quantity. In the case of activities where physical pain is necessarily caused, such as medical and scientific research, food processing, customary and normal veterinary and agricultural husbandry practices, pest elimination, and animal training and hunting, "cruelty" shall mean a failure to employ the most humane method reasonably available.

(i) *Disposition* means adoption, quarantine, voluntary or involuntary custodianship or placement, or euthanasia humanely administered to an animal. "Disposition" includes placement or sale of an animal to the general public, or removal of an animal from any pet shop to any other location.

(j) *Domestic animal* includes dogs, cats, domesticated sheep, horses, cattle, goats, swine, fowl, ducks, geese, turkeys, confined domestic hares and rabbits, pheasants, and other birds and animals raised and/or maintained in confinement.

(k) *Enclosures* for dogs and puppies shall be a fence or structure of sufficient height and construction to prevent the animal from leaving the owner's property. The fence or structure must be in good repair and fit to ground level or a fabricated structure that prevents the animal from digging out. Gates and doors must fit properly and must be locked or secured by a latch that

prevents the animal from opening the gate or door. The enclosure must contain adequate shelter from the weather.

- (i) Property enclosed by a buried wire which produces a signal received by a device attached to a collar worn by the dog or puppy which prevents the animal from leaving the property of the owner will be considered a proper enclosure, provided the device and signal are working and the animal does not leave the property unrestrained. The enclosure must contain adequate shelter from the weather. This type of enclosure is not acceptable for a female in heat. An unrestrained dog(s) that attacks a dog restrained by this method may be charged with being a POTENTIALLY and/or DANGEROUS DOG as defined by this resolution.
- (ii) Enclosures for POTENTIALLY AND DANGEROUS DOGS shall be a secure confinement indoors or secure confinement in a locked pen, fenced yard, or structure measuring at least 6 feet in width, 10 feet in length, and 6 feet in height, capped if there is a dog house 2 inside or if dog can climb fence, with secure sides, which provides proper protection from the elements for the dog, is suitable to prevent the entry of young children, and is designed to prevent the animal from escaping while on the owner's property. A "DANGEROUS DOG" sign prescribed by Franklin County Animal Control must be posted at the entry to the property.

(l) *Exotic animal* means any live monkey, alligator, crocodile, cayman, raccoon, skunk, fox, bear, sea mammal, poisonous snake, member of the feline species other than domestic cat (*felis domesticus*), member of the canine species other than domestic dog (*canis familiaris*) or any other animal that would require a standard of care and control greater than that required for customary household pets sold by commercial pet shops or domestic farm animals.

(m) *Guard or attack dog* means a dog trained to attack on command or to protect persons or property, and who will cease to attack upon command.

(n) *Impoundment* means the taking into custody of an animal by any police officer, animal control officer, or any authorized representative thereof.

(o) *Kennel* means any premises wherein any person engages in the business of boarding, breeding, buying, letting for hire, training for fee, or selling dogs or cats.

(p) *Muzzle* means a device constructed of strong, soft material or of metal, designed to fasten over the mouth of an animal to prevent the animal from biting any person or other animal.

(q) *Owner* means any person having temporary or permanent custody of, sheltering or having charge of, harboring, exercising control over, or having property rights to, any animal covered by these Regulations. An animal shall be deemed to be harbored if it is fed or sheltered for three (3) or more consecutive days.

(r) *Public nuisance animal* means any animal that unreasonably annoys humans, endangers the life or health of persons or other animals, or substantially interferes with the rights of citizens, other than their owners, to enjoyment of life or property. The term "public nuisance animal" shall include, but not be limited to:

- (i) Any animal that is repeatedly found running at large;

- (ii) Any dog or cat in any section of a park or public recreation area unless the dog or cat is controlled by a leash or similar physical restraint or otherwise under the owner's control;
- (iii) Any animal that damages, soils, defiles or defecates on any property other than that of its owner;
- (iv) Any animal in heat that is not confined so as to prevent attraction or contact with other animals;
- (vi) Any animal, whether or not on the property of its owner, that without provocation, molests, attacks, or otherwise interferes with the freedom of movement of persons in a public right-of-way;
- (vii) Any animal that chases motor vehicles in a public right-of-way;
- (viii) Any animal that attacks domestic animals;
- (ix) Any animal that causes unsanitary conditions in enclosures or surroundings where the animal is kept or harbored;
- (x) Any animal that is offensive or dangerous to the public health, safety or welfare by virtue of the number of animals maintained at a single residence or the inadequacy of the facilities.

(s) *Restraint* for all domesticated animals shall mean on the premises of the owner, or if off the premises of the owner, under restraint by means of a lead or leash and under the control of a responsible person.

- (i) Any tethering system employed shall not allow the dog or puppy to leave the owners property.
- (ii) No chain or tether shall weigh more than 1/8 of the dog or puppy's body weight.
- (iii) Any chain or tether shall be at least twenty (20) feet in length.
- (iv) Any chain or tether must be attached to a properly fitting collar or harness worn by the animal.
- (v) Or under an effective, responsive voice command

(t) *Sanitary* means a condition of good order and cleanliness to minimize the possibility of disease transmission.

(u) *Under restraint* means that an animal is secured by a leash, lead under the control of a person physically capable of restraining the animal and obedient to that person's commands, or securely enclosed within the real property limits of the owner's premises.

(v) *Vicious or dangerous animal* means any animal that attacks, bites, or physically injures human beings, domestic animals, or livestock without adequate provocation, or which, because of temperament or training, has a known propensity to attack, bite, or physically injure human beings, domestic animals, or livestock. Any wild animal or any animal that without provocation has bitten or attacked a human being or other animal shall be *prima facie* presumed vicious or dangerous.

(w) *Wild animal* means any live monkey, nonhuman primate, raccoon, skunk, fox, leopard, panther, tiger, lion, lynx or any other warm-blooded animal that can normally be found in the wild state. The term "wild animal" does not include: domestic dogs (excluding hybrids with wolves, coyotes or jackals), domestic cats (excluding hybrids with

ocelots or margays), farm animals, rodents, and any hybrid animal that is part wild and captive-bred species of common cage birds.

Nuisances:

It shall be unlawful for any person to keep any animal on any property located within Franklin County, Tennessee when the keeping of such animal constitutes a public nuisance or menace to public health or safety.

Caring for Animals:

(a) It shall be unlawful for the owner or custodian of any animal to refuse or fail to provide such animal with sufficient wholesome and nutritious food, potable water, veterinary care when needed to prevent suffering, humane care and treatment, or to unnecessarily and unreasonably expose any such animal in hot, stormy, cold or inclement weather.

(b) No owner or custodian of any animal shall willfully abandon such animal on any street, road, highway or public place, or on private property when not in the care of another person.

(c) No person shall offer any live animal, as a prize or reward in connection with any raffle, protest, demonstration, promotion or as an incentive to participate in any game, promotion or otherwise.

(d) No person shall sell, adopt or otherwise give away animals from any location other than their personal residence or business or any location licensed by Franklin County for such purpose.

(e) Section (d) shall not apply to licensed non-profit pet adoption organizations.

Cruelty to Animals:

(a) It shall be unlawful for any person to willfully or maliciously strike, beat, abuse or intentionally run down with a vehicle any animal, or otherwise engage in any act to cause or inflict unnecessary pain, injury, suffering or death to such animal; except that reasonable force may be used to drive away or defend against vicious or trespassing animals.

(b) No person shall administer poison to any animal, or knowingly leave any poisonous substance of any kind or ground glass in any place with the intent to injure any animal. The provisions of this Section are not applicable to licensed exterminators using poisons as part of a pest control program or the use of commercial insecticides and rodent baits used to control insects and wild rodents.

(c) It shall be unlawful to transport or confine an animal in a cruel manner. This shall include transportation of an animal in the bed of a truck that to a reasonable person would be determined a health hazard for the animal.

5 Restraint and Confinement – Generally:

(a) It shall be unlawful for the owner of any animal to fail to keep such animal under restraint or to permit such animal to run at large upon the streets and public ways of the County.

(b) Any dog, while on a street, sidewalk, public way or in any park, Public Square, or other public space, or upon any private property without the consent of the owner, shall be secured by a leash or chain of sufficient tensile strength to restrain the particular dog, or shall be at heel and securely muzzled.

(c) No owner or custodian of any animal shall fail to exercise proper care and control of such animal to prevent the same from becoming a public nuisance.

(d) Every female dog or cat in heat shall be confined in a building or other enclosure in such a manner that such female dog or cat cannot come into contact with another animal except for planned breeding.

Restraint of Guard Dogs:

(a) Every owner of a guard or attack dog shall keep such dog confined in a building, compartment or other enclosure.

(b) The areas of confinement shall have all gates and entrances thereto securely closed and locked, and all fences properly maintained and escape proof.

(c) The provisions of this section shall not apply to dogs owned or controlled by government law enforcement agencies.

Dangerous Dog Determination

1. Definitions

For purposes of this section, the term:

(a) "Dangerous dog" means any dog that:

- (1) Causes a serious injury to a person or domestic animal; or
- (2) Has been designated as a potentially dangerous dog and engages in behavior that poses a threat to public safety as described in paragraph (f) of this section.

(b) "Serious injury" means any physical injury that result in medical attention being rendered by licensed/certified medical personnel.

(c) "Proper enclosure" means secure confinement indoors or secure confinement in a locked pen, fenced yard, or structure measuring at least 6 feet in width, 10 feet in length, and 6 feet in height, capped if there is a dog house inside or if dog can climb fence, with secure sides, which provides proper protection from the elements for the dog, is suitable to prevent the entry of young children, and is designed to prevent the animal from escaping while on the owner's property.

(d) "Owner" means any person, firm, corporation, organization, or department possessing, harboring, keeping, having an interest in, or having control or custody of a dog.

(e) "Impound" means taken into the custody of the Animal Control Authority or the organization authorized to enforce the dangerous dog law of this jurisdiction.

(f) "Potentially dangerous dog" means a dog that may reasonably be assumed to pose a threat to public safety as demonstrated by any of the following behaviors:

- (1) Causing an injury to a person or domestic animal that is less severe than a serious injury;
- (2) Without provocation, chasing or menacing a person or domestic animal in an aggressive manner;
- (3) Running at large and impounded or owners cited by the Animal Control Authority one (1) or more times within any 12-month period.
- (4) Acts in a highly aggressively manner within a fenced yard/enclosure and appears to a reasonable person able to jump over or escape.

(g) "Responsible person" means a person at least 18 years old who is familiar with the dog and has the size and experience to be able to keep the dog under complete control at all times.

2. Determination of a potentially dangerous dog

(a) After an investigation, which must be initiated within three (3) days after the situation becomes known to the Consolidated Animal Control Department, the Animal Control Director is authorized to make a determination whether a dog is potentially dangerous based on the factors listed in § 1(f) and shall notify the owner of the dog in writing by certified mail or hand delivery with signature of that status within five (5) days after the completion of the investigation.

(b) Following notice to the owner, the owner may appeal the determination to Franklin County Consolidated Animal Control Board by giving written notice of appeal within five (5) days to the Animal Control Director. If there is probable cause to believe that the dog is a potentially

dangerous dog and may pose a threat to public safety, the Animal Control Director may obtain a search warrant pursuant to this jurisdiction's Rules of Civil/Criminal Procedure and impound the dog pending disposition of the case or until the dog owner has fulfilled the requirements of § 6. The owner of the dog may be liable to this jurisdiction for the costs and expenses of keeping the dog. The dog will be considered potentially dangerous pending the appeal.

3. Determination of a dangerous dog

(a) After an investigation, which must be initiated within three (3) days after the situation becomes known to the Animal Control Authority, the Animal Control Director is authorized to make a determination whether a dog is dangerous based on the factors listed in § 1(a) and shall notify the owner of the dog in writing by certified mail or hand delivery with signature of that status within five (5) days after completing the investigation.

(b) Following notice to the owner, the owner may appeal the determination to the Franklin County Animal Control Board by giving written notice of appeal within five (5) days to the Animal Control Director. If there is probable cause to believe the dog to be a dangerous dog and that the animal poses an imminent threat to public safety, the Animal Control Director may obtain a search warrant pursuant to this jurisdiction's Rules of Civil/Criminal Procedure and impound the dog pending disposition of the case or until the dog owner has fulfilled the requirements of § 6. The owner of the dog shall be liable to this jurisdiction for the costs and expenses of keeping the dog if the dog is determined to be a dangerous dog. The dog will be considered dangerous pending the appeal.

(c) A decision by the Board overturning the Animal Control Director determination shall not affect the Animal Control Director right to later declare a dog to be a dangerous dog or to determine that the dog poses a threat to public safety, for the dog's subsequent behavior.

4. Exceptions

No dog shall be declared a dangerous or potentially dangerous dog if:

(a) The dog was used by a law enforcement official for legitimate law enforcement purposes;

(b) The threat, injury, or damage was sustained by a person:

- (1) Who was committing, at the time, a willful trespass or other tort upon the premises lawfully occupied by the owner of the dog;
- (2) Who was provoking, tormenting, abusing, or assaulting the dog or who can be shown to have repeatedly, in the past, provoked, tormented, abused, or assaulted the dog; or
- (3) Who was committing or attempting to commit a crime; or

(c) The dog was:

- (1) Responding to pain or injury, or was protecting itself, its offspring; or
- (2) Protecting or defending a human being within the immediate vicinity of the dog from an attack or assault.

5. Consequences of a dangerous or potentially dangerous dog determination

(a) If the Animal Control Director determines that a dog is a potentially dangerous dog under § 2, the owner shall comply with the provisions of § 5 and 6(a) (d) and any other special security or care requirements the Animal Control Director may establish.

(b) If the Animal Control Director determines that a dog is a dangerous dog under § 3, the owner shall comply with the provisions of § 5 and 6(b) (c) and any other special security or care requirements the Animal Control Director may establish.

(c) The Animal Control Director may require impoundment of the dog until the owner of the dog has satisfied all the requirements of section 1(c). The requirements must be met within thirty (30) days. If, after thirty (30) days, the owner has not satisfied all the requirements of the holding permit, the animal may be humanely euthanized on the thirty-first (31) day.

6. Dangerous dog and potentially dangerous dog confinement and handling requirements

(a) The Animal Control Director shall determine if the owner of a potentially dangerous dog has established to the satisfaction of the Consolidated Animal Control Board that:

- (1) The owner of the potentially dangerous dog is 18 years of age or older;
- (2) The potentially dangerous dog has a current rabies vaccination;
- (3) The owner has a proper enclosure to prevent the entry of any person or animal and the escape of said potentially dangerous dog as described in § 1;
- (4) The potentially dangerous dog has been spayed or neutered;
- (5) The potentially dangerous dog has been implanted with a microchip containing owner identification information. The microchip information must be registered with the animal control authority of the jurisdiction; and

(b) The Animal Control Director shall determine if the owner of a dangerous dog has established to the satisfaction of the Consolidated Animal Control Board that:

- (1) The owner of the dangerous dog has written permission of the property owner or homeowner's association where the dangerous dog will be kept if applicable;
- (2) The owner will maintain the dangerous dog exclusively on the owner's property except for medical treatment or examination; and
- (3) The owner of the dangerous dog has posted on the premises a clearly visible written warning sign that there is a dangerous dog on the property with a conspicuous warning symbol that informs children of the presence of a dangerous dog. The sign shall be very visible from the public roadway or 50 feet, whichever is less.

(c) The Animal Control Director may order the immediate impoundment or humane euthanasia of a dangerous dog if the owner fails to abide by the conditions of confinement or handling of a dangerous dog.

(d) If any dog previously determined to be a potentially dangerous dog has not exhibited any of the behaviors specified in § 1(f) within the eighteen (18) months since the date of the potentially dangerous dog determination, then that dog is eligible for a review of the determination by the director and/or his/her designee with the potential for lifting the requirements of this section; provided, however, then that same dog may again be declared a dangerous or potentially dangerous dog if it again exhibits any of the specified behaviors.

7. Dangerous or potentially dangerous dog owner responsibility

It shall be unlawful to:

(a) Permit a potentially dangerous dog to be outside a proper enclosure unless the potentially dangerous dog is under the control of a responsible person as defined in § 1, muzzled, and

restrained by a lead not exceeding four (4) feet in length; The muzzle shall be made in a manner that will not cause injury to the dog or interfere with its vision or respiration but shall prevent it from biting any human being or animal;

(b) Fail to maintain a dangerous dog exclusively on the owner's property as required except for medical treatment or examination. When removed from the owner's property for medical treatment or examination, the dangerous dog shall be caged or under the control of a responsible person as defined in § 1, muzzled and restrained with a lead not exceeding four (4) feet in length. The muzzle shall be made in a manner that will not cause injury to the dog or interfere with its vision or respiration but shall prevent it from biting any human being or animal;

(c) Fail to notify the Consolidated Animal Control Department immediately upon escape if a dangerous or potentially dangerous dog is on the loose, is unconfined, has attacked another domestic animal, has attacked a human being; within five (5) business days if the dog has died; and within twenty-four (24) hours if the dog has been sold or has been given away. If the dangerous or potentially dangerous dog has been sold or given away, the owner shall also provide the Animal Control Director with the name, address, and telephone number of the new owner of the dangerous or potentially dangerous dog;

(d) Fail to surrender a dangerous or potentially dangerous dog to the Animal Control Director for safe confinement pending a disposition of the case when there is a reason to believe that the dangerous or potentially dangerous dog poses an imminent threat to public safety; or

(e) Fail to comply with any special security or care requirements for a dangerous or potentially dangerous dog the Animal Control Director may have established pursuant to the finding that the dog was potentially dangerous or dangerous.

Property Owners May Impound:

Any person finding an animal at large upon his property may remove the same to any animal shelter that will take possession of the animal. If no such shelter is available, the property owner may hold the animal in his own possession, and as soon as possible, notify the Department of Animal Control. The property owner shall provide a description of the animal and the name of the owner if known. The Department shall dispatch an animal control officer to take possession of the animal.

Impoundment:

(a) In addition to any other remedies provided in these Regulations, an animal control officer or a law enforcement officer may seize, impound and humanely confine to an animal shelter or hospital any of the following animals:

- (i) Any animal at large;
- (ii) Any animal constituting a public nuisance or considered a danger to the public;
- (iii) Any animal that is in violation of any quarantine or confinement order;
- (iv) Any unattended animal that is ill, injured or otherwise in need of care;
- (v) Any animal that is reasonably believed to have been abused or neglected;
- (vi) Any animal that is reasonably suspected of having rabies;

(vii) Any animal that is charged with being potentially dangerous, or dangerous where an animal control officer or a law enforcement officer determines that there is a threat to public health and safety;

(viii) Any animal that a court of competent jurisdiction has ordered impounded or destroyed;

(ix) Any animal that is considered unattended or abandoned, as in situations where the owner is deceased, has been arrested or evicted from his regular place of residence.

(b) An animal control officer or law enforcement officer may also, or in lieu of impoundment, issue to the owner a notice of violation. Such notice shall impose upon the owner a civil monetary penalty of Fifty (\$50.00) Dollars for the first offense and second offense. The civil monetary penalties may, at the discretion of the animal owner, be paid to the Animal Control Department within ten (10) days in full satisfaction of the assessed penalty. In the event that such penalty is not paid within the time period prescribed, the Animal Control Department shall have the right to proceed to collect unpaid civil monetary penalty as provided in the **Violations and Penalties** section of these Regulations. The third and subsequent offenses shall be prosecuted by misdemeanor citation when appropriate under state law.

Penalties and Fee Schedule

(a) Effective dates. The fee schedule set forth in this section is the schedule of fees which shall be effective immediately upon approval and passage by the Franklin County Board of Commissioners. The Director of Franklin County Animal Control, or other unit of government to which Animal Control may be regulated may submit proposed amendments to this schedule at any time. Any revision to these fees will become effective immediately upon approval of the Consolidated Animal Control Board on the first day of the month following the month in which the amended fee schedule is adopted. Any new fees will become effective immediately upon approval of the Franklin County Board of Commissioners.

(b) Exemption. No license or permit shall be required for any veterinary hospital, which does not advertise boarding services, municipal animal control facility, law enforcement certified dogs and university operated medical research facility or governmental operated zoological garden.

No license or fee is required of any certified physical assistance dog; documentation of the certification shall be supplied upon request.

(c) Animal control and protection fee schedule.

Penalties for Violation and/or Redemption

Animal Running at Large (1 st and 2 nd Offense).....	\$50.00
Animal Running at Large (3 rd and subsequent)	Class C Misdemeanor
Animal Running at Large causing property damage	Class A Misdemeanor
Animal Running at Large causing bodily injury to a person.....	Class E Felony
Animal Running at Large causing serious bodily injury to a person	Class D Felony
Animal Running at Large causing death to person.....	Class C Felony
Owner Surrender	\$10.00
Failure to Show Proof of Rabies Vaccination	\$61.00 (includes voucher)
Municipal Violations	as provided for in Municipal Charter
Vaccination Vouchers	\$11.00
Boarding Fees (1 st impoundment)	\$5.00 per day
Boarding Fees (2 nd and subsequent impoundment).....	\$10.00
Adoption Fee.....	\$46.00 (includes voucher)

(\$25.00 of the adoption fee is refundable, if within 30 days of the date of the adoption the owner provides proof to the Animal Control Department that the adopted animal has been spayed or neutered. In the event the adopted is less than 6 months old, the fee is refundable, if within 30

days of the animal being 6 months old the owner provides proof that the animal has been spayed or neutered. The Animal Control Director or his designee may set a deadline date and inform the new owner thereof in cases of animals less than 6 months old)

Notice to Owner and Redemption:

(a) Upon impoundment of an animal, the Department of Animal Control shall immediately attempt to notify the owner by telephone or certified mail. Any notice to the owner shall also include the location of the shelter or hospital where the animal is confined, hours during which the animal can be reclaimed, and fees to be charged to the owner. The owner shall also be advised that the failure to claim the animal within a specified period of time may result in the disposition of the animal.

(b) An owner reclaiming an impounded animal shall pay all boarding fees in addition to any civil monetary penalty owing. Rabies fees shall also be collected unless current status can be verified. The daily rate charged for any subsequent impoundment occurring within twelve (12) months shall be double that which was charged for each day of confinement during the first impoundment.

(c) Any animal not wearing a rabies tag and not reclaimed by its owner within three (3) business days shall become the property of the County and shall be placed for adoption in a suitable home or euthanized in a humane manner. If an animal is wearing a rabies tag, the owner shall be notified by a postcard sent to the owner's last known address to appear within seven (7) days and redeem the animal by paying all required fees.

Enforcement:

Animal control officers shall be the primary enforcement officials for these Regulations. These officials, along with law enforcement officers, shall have the authority to act on behalf of the County in investigating complaints, impounding and destroying animals, issuing citations, and taking other lawful actions as required enforcing the provisions of these Regulations. It shall be a violation of these Regulations to interfere with any animal control officer or other enforcement official in the performance of his duties.

Violations and Penalties:

(a) It shall be a violation of these Regulations to:

- (i) Fail to comply with any provision of these Regulations;
- (ii) Fail to comply with any lawful order of an animal control officer, or law enforcement officer unless such order is lawfully stayed or reversed; or,

(b) A violation of these Regulations shall result in a civil monetary penalty and/or criminal prosecution as outlined above per violation and in accordance to state law.

(c) Each day that one or more violations of these Regulations exists or continues to exist shall constitute a separate violation.

(d) If civil monetary penalties remain unpaid more than ten (10) days after notice of violation, the County Attorney is authorized to take appropriate action through the General Sessions Court pursuant to Tenn. Code Ann. § 5-1-123.

Conflicting Regulations:

All other Regulations of Franklin County, Tennessee that are in conflict with these Regulations are hereby repealed to the extent of such conflict. Notwithstanding anything in these Regulations to the contrary, nothing contained herein shall be construed to prohibit animal control officers or

law enforcement officers of Franklin County, Tennessee to take action consistent with these Regulations or any similar municipal ordinance or state law within the corporate limits of any incorporated municipality in Franklin County, Tennessee as permitted under the aforementioned Consolidated Animal Control Agreement. Nor shall anything contained herein be construed as a limitation on the authority of any law enforcement officer to enforce the criminal laws of Tennessee regarding the care, treatment and responsibility for animals.

Severability:

The provisions of these Regulations are declared to be severable. If any section, sentence, clause or phrase of these Regulations shall for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of these Regulations, but they shall remain in effect; it being the legislative intent that these Regulations shall remain in effect notwithstanding the validity of any part.

These Regulations shall become effective upon adoption by the Franklin County Board of Commissioners.



FRANKLIN COUNTY TENNESSEE

NO. 1 SOUTH JEFFERSON STREET, RM 215

Winchester, Tennessee 37398

County Mayor (931) 967-2905 • Fax (931) 962-0194

www.franklincotn.us

FRANKLIN COUNTY MAYOR

Richard Stewart

BOARD OF COMMISSIONERS

DISTRICT 1

Gene F. Snead, Jr.
Iris R. Rudder

DISTRICT 2

Lisa D. Mason
Stanley Bean

DISTRICT 3

Dave Van Buskirk
Dale Schultz

DISTRICT 4

Eddie Clark
Charles Stines

DISTRICT 5

Johnny Hughes
Helen Stapleton

DISTRICT 6

Barbara Finney
Doug Goodman

DISTRICT 7

David Eldridge, Jr.
Angie Fuller

DISTRICT 8

Don Cofer
Sam Hiles

(9a) Election of CHAIRMAN OF COMMISSION

RULES FOR THE GOVERNMENT:

RULE III Annually at its first session after September 1, the County Legislative Body shall elect a Chairman.

(9b) Election of CHAIRMAN PRO TEMPORE

RULES FOR THE GOVERNMENT:

RULE III Annually at its first session after September 1, the County Legislative Body shall elect a Chairman Pro Tempore. The Chairman Pro Tempore shall preside whenever the Chairman is absent and at such other times as the Chairman shall direct.



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Angie Fuller

DISTRICT 8

Don Cofer
Sam Hiles

Election of NOMINATING COMMITTEE

for one year until September 2018 commission meeting

1. Dale Schultz
2. Chuck Stines
3. Helen Stapleton
4. Doug Goodman
5. Angie Fuller

RULES FOR THE GOVERNMENT

RULE XIII At the September meeting, the board of county commissioners shall elect a Nominating Committee consisting of five (5) of its members, rotating on an annual basis, with the selection beginning with District 1, Seat A through all districts, then following with Seat B through all districts. The purpose of this committee is to submit nominations to the commission for the Standing and other committees required by state statute.



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BOARD OF COMMISSIONERS

DISTRICT 1

Gene F. Snead, Jr.
Iris R. Rudder

9d.

DISTRICT 2

Lisa D. Mason
Stanley Bean

Appointment of County Commissioner *TCA 5-5-111*

DISTRICT 3

Dave Van Buskirk
Dale Schultz

Due to vacancy in District 2 Seat B

DISTRICT 4

Eddie Clark
Charles Stines

Eddie Clark, Commission Chairman
Richard Stewart, County Mayor

DISTRICT 5

Johnny Hughes
Helen Stapleton

DISTRICT 6

Barbara Finney
Doug Goodman

DISTRICT 7

David Eldridge, Jr.
Angie Fuller

DISTRICT 8

Don Cofer
Sam Hiles



City Of Decherd

Incorporated in 1868
DEDICATED TO PROGRESS

August 15, 2017

City Of Decherd
P.O Box 488
1301 W. Main St.
Decherd, TN 37324
931-967-5181 Fax: 931-967-4068

Mayor
ROBIN SMITH

Mayor Richard Stewart,

Vice-Mayor
KARL SMITH
Aldermen
ROY PARTIN
JIMMY WAYNE SANDERS
DON COFER

The Board of Mayor and Aldermen request you to nominate Lindsey Ladd as Decherd's representative to fulfill the remainder of Brandi Scott's term on the Animal Control Board.

City Administrator
REX CLARK

City Attorney
FLOYD DAVIS

Thank You,

Robin B. Smith, Mayor

City Judge
ROBBIE DAVIS

Public Safety Director
ROSS PETERSON

Street/Sanitation Supt.
Park and Recreation
MIKE ST. JOHN

Water/Waste Water Supt.
ERIC BRADFORD

Codes Enforcement
DENNIS L. DONEY

Certified Municipal
Finance Officer
TAMMIE ALLEN

FRANKLIN COUNTY, TENNESSEE

RICHARD STEWART, COUNTY MAYOR

NO. 1 SOUTH JEFFERSON ST.
WINCHESTER, TN 37398

OFFICE: (931) 967-2905
FAX: (931) 962-0194
richard.stewart@franklincotn.us



It is my recommendation that the following be appointed:

Board of Zoning Appeals

Barbara Lucas

Associate Member; 3 Year Term Ending September 2020

Regional Planning Commission

David James

4 Year Term Ending September 2021

A handwritten signature in black ink that reads "Richard Stewart". The signature is written in a cursive style.

Mayor Richard Stewart



Sheriff's Civil Service Board

It is my recommendation that the following member be reappointed to the Civil Service Board:

*Louise Irwin for a 3 year term
ending September 2020*

Sheriff Tim Fuller

TF/ms



Consolidated Communications Board

Appointment of Willie Womack as Winchester
Representative on the
Consolidated Communication Board.

To serve a 3 year term ending September 2020

Mayor Terry Harrell

CITY OF WINCHESTER

7 South High Street · Winchester, TN 37398 · (931) 967-2532 · www.winchester-tn.com

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CERTIFICATE OF ELECTION OF NOTARIES PUBLIC
 AS A CLERK OF THE COUNTY OF FRANKLIN, TENNESSEE I HEREBY CERTIFY TO
 THE SECRETARY OF STATE THAT THE FOLLOWING WERE ELECTED TO THE OFFICE OF
 NOTARY PUBLIC DURING THE SEPTEMBER 18, 2017 MEETING OF THE GOVERNING BODY:

NAME	HOME ADDRESS	HOME PHONE	BUSINESS ADDRESS	BUSINESS PHONE	SURETY
1. CHRISTI ASHLEY	177 HARRIS CHAPEL RD ESTILL SPRINGS TN 37330	931-308-9358	1750 CEDAR LANE STE 100 TULLAHOMA TN 37388	9314611150	
2. MARK BASSETT	1208 W MARKET ST DECHERD TN 37324	931-636-5577	1208 W MARKET ST DECHERD TN 37324	9316365577	
3. AMY BROWN	1863 MANSFORD RD WINCHESTER TN 37398	931-962-8972	PO BOX 184 WINCHESTER TN 37398	931-962-8972	
4. DIANA L. COX	2201 PLEASANT RIDGE LANE HUNTLAND TN 37345	931-469-0131	660 BAXTER LANE WINCHESTER TN 37398	9319628000	
5. SHERRY ANN FRANKLIN, GUESS	311 TERRY HOLT LANE SHERWOOD TN 37376	931-598-0883	156 1ST AVENUE NW WINCHESTER TN 37398	931-967-0838	
6. JOHNNY B. HAND JR.	3864 GEORGIA CROSSING ROAD WINCHESTER TN 37398	931-968-9696	2030 DECHERD BLVD DECHERD TN 37324	931-968-3282	
7. SAM D. HATFIELD	418 SHASTEEN STREET ESTILL SPRINGS TN 37330	931-649-2139	4470 MANSFORD RD WINCHESTER TN 37398	9319680500	
8. DAVIS G. MASON	1163 DRIPPING SPRINGS RD WINCHESTER TN 37398	931-967-2710	301 2ND AVE NW WINCHESTER TN 37398	9319672979	
9. JEANETTA L. SHIELDS	310 6TH AVE NW WINCHESTER TN 37398	931 691 3508	540 CUMBERLAND ST W COWAN TN 37318	931 967 7471	
10. JANET MEREDITH SONGER	2081 BIBLE CROSSING RD WINCHESTER TN 37398	931-6074511	315 N HIGH ST WINCHESTER TN 37398	9319623388	
11. JENNIFER ANNE STRATTON	1107 WESTWOOD DR TULLAHOMA TN 37388	--	1910 DECHERD BLVD DECHERD TN 37324	--	
12. ANDRIA TAYLOR	1354 CLINE RIDGE RD WINCHESTER TN 37398	--	1910 DECHERD BLVD DECHERD TN 37324	--	
13. JOEL EVAN THATCHER	514 DAMRON RD ESTILL SPRINGS TN 37330	931-619-9230	350 VON KARMAN RD ARNOLD AFB TN 37389	931-454-5979	STATE FARM INS (931-684-527)
14. CHRIS WISEMAN	319 MARBETH LANE TULLAHOMA TN 37388	931-808-7494	PO BOX 398 COWAN TN 37318	9319677471	

SIGNATURE

CLERK OF THE COUNTY OF FRANKLIN, TENNESSEE

DATE