

**REGULAR SESSION**  
**December 4, 2017**

- 1) **BE IT REMEMBERED** that the Board of Franklin County Commissioners met in Regular Session at the Franklin County Courthouse in Winchester, Tennessee, on December 4, 2017. Chairman Eddie Clark presided and called the meeting to order at 7:00 pm. Sheriff Tim Fuller led everyone in pledging allegiance to the flag. Commissioner Chuck Stines gave the invocation. Deputy Clerk Mary Sons recorded the minutes.

**ROLL CALL:**

Don Cofer

Sam Hiles

Iris Rudder

Gene Snead

Lisa Mason

Carolyn Wiseman

Dale Schultz

Dave Van Buskirk

Eddie Clark

Chuck Stines

Johnny Hughes

Helen Stapleton

Barbara Finney

Doug Goodman

David Eldridge

Angie Fuller

**PRESENT (14)**

**ABSENT (2)**

**A QUORUM WAS DECLARED**

- 2) **PUBLIC HEARING: NONE**

- 3) **APPROVAL OF MINUTES**

Regular Session – October 16, 2017

Book 33, Pages 253-333

Special Called/Recessed Session – Nov 9, 13, 2017 Book 33, Pages 334-372

**MOTION BY VAN BUSKIRK TO APPROVE THE MINUTES AS  
RECORDED, SECOND HUGHES, ALL AYES; APPROVED BY  
VOICE VOTE 14/0.**

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- 4) **REPORT OF THE FINANCE DIRECTOR**

a) Report of Revenues and Expenditures (September & October 2017)

b) Quarter Reports General, Highway, Board of Education

**MOTION BY FINNEY TO RECEIVE AND FILE THE REPORT OF  
THE FINANCE DIRECTOR, SECOND FULLER, ALL AYES;  
APPROVED BY VOICE VOTE 14/0.**

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**5) RECOMMENDATIONS/COMMUNICATIONS: NONE**

**6) COMMITTEE/DEPARTMENT REPORTS**

- a) Trustee's Interest Earned Analysis & Comparison (September & October 2017)
- b) Local Option Sales Tax Analysis & Comparison (September 2017)
- c) Legislative Committee Minutes (November 16, 2017)
- d) Finance Committee Minutes (November 9 and 14, 2017)
- a) 2018 Commission and Legislative Calendars
- b) Finance Department Calendar

**MOTION BY STINES TO RECEIVE AND FILE THE  
COMMITTEE/DEPARTMENT REPORTS, SECOND FINNEY, ALL  
AYES; APPROVED BY VOICE VOTE 14/0**

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**7) OLD BUSINESS: NONE**

**8) NEW BUSINESS/RESOLUTIONS**

- a) Resolution 8a-1217 Authorizing a Multiple Year Contract of a  
Telecommunications Audit for the Franklin County Finance Department  
**MOTION BY FULLER TO APPROVE RESOLUTION 8a-1217,  
SECOND FINNEY, ALL AYES; APPROVED BY VOICE VOTE 14/0.**

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- b) Grant Pre-Application EMA – US Dept. Homeland Security  
**MOTION BY STINES TO APPROVE, SECOND FINNEY, ALL  
AYES; APPROVED BY VOICE VOTE 14/0.**

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- c) Grant Pre-Application EMA – US Dept. EM Performance Grant  
**MOTION BY RUDDER TO APPROVE, SECOND SNEAD, ALL  
AYES; APPROVED BY VOICE VOTE 14/0.**

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- d) Grant Pre-Application Solid Waste – TDEC Organics Management Grant  
Program  
**MOTION BY FINNEY TO APPROVE, SECOND VAN BUSKIRK,  
ALL AYES; APPROVED BY VOICE VOTE 14/0.**

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- e) (4) Handouts were presented:  
**MOTION BY STINES TO SUSPEND THE RULES AND ALLOW  
THE HANDOUTS, SECOND SNEAD, ALL AYES; APPROVED BY  
VOICE VOTE 14/0.**

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Resolution 8e-1217 Authorizing the Execution of a Contract with Heritage Environmental Services, LLC

**MOTION BY VAN BUSKIRK TO APPROVE RESOLUTION 8e-1217, SECOND FINNEY, ALL AYES; APPROVED BY VOICE VOTE 14/0.**

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- f) Resolution 8f-1217 Approval to Make Application not to Exceed \$500,000 for Infrastructure Improvements for Site #9 – Moon Property

**MOTION BY STINES TO APPROVE RESOLUTION 8f-1217, SECOND FINNEY, ALL AYES; APPROVED BY VOICE VOTE 14/0.**

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- g) Resolution 8g-1217 Approval to Make Application for \$308,250 to Improve Road Access to Site #16 – Moon Property

**MOTION BY STINES TO APPROVE RESOLUTION 8g-1217, SECOND FINNEY, ALL AYES; APPROVED BY VOICE VOTE 14/0.**

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- h) Resolution 8h-1217 Authorizing a Multiple Year Lease Purchase and Maintenance Agreement for the Franklin County Board of Education

**MOTION BY SCHULTZ TO APPROVE RESOLUTION 8h-1217, SECOND STINES, ALL AYES; APPROVED BY VOICE VOTE 14/0.**

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## 9) ELECTIONS/APPOINTMENTS

- a) Reappointment of Franklin County Representative to the Animal Control Board. Darbie Sizemore to serve a 3 year term ending December 2020
- b) Reappointment of Estill Springs Representative to the Animal Control Board. Sally Osburn Somoya to serve a 3 year term ending December 2020
- c) Reappointment of Decherd Representative to the Animal Control Board. Lindsey Ladd to serve a 3 year term ending December 2020

**MOTION BY FULLER TO APPROVE ALL (3) APPOINTMENTS TO THE ANIMAL CONTROL BOARD, SECOND FINNEY, ALL AYES; APPROVED BY VOICE VOTE 14/0.**

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- d) Approval of (10) Applicants for Notary Public

**MOTION BY RUDDER TO APPROVE (10) NOTARIES, SECOND FULLER, ALL AYES; APPROVED BY ROLL CALL VOTE 14/0.**

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## **DETAIL ATTACHMENTS TO COMMISSION MINUTES ON FOLLOWING PAGES**

FUND CATEGORY	APPROP FY 17/18	AMENDED FY 17/18	COLLECTED SEPT	COLLECTED YR TO DATE	BALANCE TO COLLECT	PERCENTAGE REALIZED
<b>GENERAL FUND (101)</b>						
Local Taxes (40000)	10,266,240		82,516	159,664	10,106,576	1.56%
Licenses & Permits (41000)	99,700		110	12,918	86,782	12.96%
Fines, Forfeitures & Penalties (42000)	237,811		18,272	33,584	204,227	14.12%
Charges for Current Services (43000)	387,330		26,436	77,843	309,487	20.10%
Other Local Revenue (44000)	120,481	25	8,006	48,385	72,122	40.15%
Fees from Officials (45000)	1,997,000		138,074	263,480	1,733,520	13.19%
State of Tennessee (46000)	3,136,165		67,273	94,064	3,042,101	3.00%
Federal Government (47000)	449,916	738,963	40,070	96,550	1,092,328	8.12%
Other Governments & Citizens (48000)	220,132		85	2,664	217,468	1.21%
Other Sources (49000)	105,606	168,165	1,000	173,195	100,576	63.26%
<b>Total County General</b>	<b>17,020,381</b>	<b>907,153</b>	<b>381,840</b>	<b>962,345</b>	<b>16,965,189</b>	<b>5.37%</b>
<b>COURTHOUSE/JAIL MAINT. (112)</b>						
Local Taxes (40000)	180,000		13,570	27,167	152,833	15.09%
<b>Total Courthouse/Jail Maintenance</b>	<b>180,000</b>	<b>-</b>	<b>13,570</b>	<b>27,167</b>	<b>152,833</b>	<b>15.09%</b>
<b>LIBRARY (115)</b>						
Local Taxes (40000)	321,456		1,300	2,708	318,748	0.84%
Licenses & Permits (41000)	2,075		-	435	1,640	20.99%
Charges for Current Services (43000)	17,250		1,387	2,717	14,533	15.75%
Other Local Revenue (44000)	19,000		216	429	18,571	2.26%
Federal Government (47000)	1,966	(563)	-	-	1,403	0.00%
Other Governments & Citizens (48000)	30,750		2,375	7,185	23,565	23.37%
<b>Total Library</b>	<b>392,497</b>	<b>(563)</b>	<b>5,278</b>	<b>13,474</b>	<b>378,460</b>	<b>3.44%</b>
<b>SOLID WASTE (116)</b>						
Local Taxes (40000)	1,733,640		7,530	10,074	1,723,566	0.58%
Licenses & Permits (41000)	13,250		-	3,416	9,834	25.78%
Charges for Current Services (43000)	59,000		3,260	13,305	45,695	22.55%
Other Local Revenue (44000)	224,000		25,339	93,842	130,158	41.89%
State of Tennessee (46000)	25,000		-	6,727	18,273	26.91%
Other Sources (49000)	-		-	-	-	
<b>Total Solid Waste</b>	<b>2,054,890</b>	<b>-</b>	<b>36,128</b>	<b>127,363</b>	<b>1,927,527</b>	<b>6.20%</b>
<b>Local Purpose (Rural Fire 120)</b>						
Local Taxes (40000)	687,787		30,487	66,033	621,754	9.60%
Licenses & Permits (41000)	24,000		2,915	15,205	8,795	63.35%
Other Local Revenues (44000)	7,500		-	-	7,500	0.00%
Other Governments & Citizens (48000)	-		-	-	-	
<b>Total Local Purpose</b>	<b>719,287</b>	<b>-</b>	<b>33,402</b>	<b>81,238</b>	<b>638,049</b>	<b>11.29%</b>
<b>Drug Control Fund (122)</b>						
Fines, Forfeitures & Penalties (42000)	46,500		20,870	23,420	23,080	50.37%
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%
<b>Total Drug Control</b>	<b>74,700</b>	<b>-</b>	<b>20,870</b>	<b>23,420</b>	<b>51,280</b>	<b>31.35%</b>
<b>HIGHWAY (131)</b>						
Local Taxes (40000)	727,069		2,630	4,028	723,041	0.55%
Licenses & Permits (41000)	3,400		-	882	2,518	25.95%
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		253,627	440,947	1,638,675	21.20%
Federal Government (47000)	-		-	-	-	
Other Governments & Citizens (48000)	17,379		-	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 SEPT	COLLECTED YR TO DATE	BALANCE TO COLLECT	PERCENTAGE REALIZED
<b>Total Highway</b>	2,865,220	-	256,256	463,524	2,401,696	16.18%
<b>School General Fund (141)</b>						
Local Taxes (40000)	15,368,760		424,914	844,373	14,524,387	5.49%
Licenses & Permits (41000)	52,625		200	14,797	37,828	28.12%
Charges for Current Services (43000)	284,647		19,698	52,993	231,654	18.62%
Other Local Revenue (44000)	279,741		7,352	16,266	263,475	5.81%
State of Tennessee (46000)	27,739,364	380,655	2,626,195	5,234,550	22,885,469	18.62%
Federal Government (47000)	114,356	35,356	16,804	26,999	122,713	18.03%
Other Government & Citizens (48000)	-	-	-	-	-	-
Other Sources (49000)	-	100,000	-	-	100,000	-
<b>Total School General Fund</b>	<b>43,839,493</b>	<b>516,011</b>	<b>3,095,162</b>	<b>6,189,978</b>	<b>38,165,526</b>	<b>13.96%</b>
<b>Federal Projects Fund (142)</b>						
Other Local Revenue (44000)	-		-	-	-	-
Federal Government (47000)	3,043,139	298,384	308,657	308,657	3,032,866	9.24%
Other Governments & Citizens (48000)	-	-	-	-	-	-
Other Sources (49000)	-	100,000	-	100,000	-	100.00%
<b>Total School Federal Projects Fund</b>	<b>3,043,139</b>	<b>398,384</b>	<b>308,657</b>	<b>408,657</b>	<b>3,032,866</b>	<b>11.87%</b>
<b>Centralized Cafeteria Fund (143)</b>						
Charges for Current Services (43000)	1,035,779		107,189	107,626	928,153	10.39%
Other Local Revenue (44000)	8,700		978	4,100	4,600	47.13%
State of Tennessee (46000)	32,754		-	-	32,754	0.00%
Federal Government (47000)	2,291,703	90,800	-	8,237	2,374,266	0.35%
Other Sources (48000)	-	-	-	-	-	-
<b>Total Centralized Cafeteria</b>	<b>3,368,936</b>	<b>90,800</b>	<b>108,168</b>	<b>119,963</b>	<b>3,339,773</b>	<b>3.47%</b>
<b>General Debt Service (151)</b>						
Local Taxes (40000)	2,221,455		15,459	27,199	2,194,256	1.22%
Licenses & Permits (41000)	11,500		-	2,906	8,594	25.27%
Other Sources (49000)	200,000		-	-	200,000	0.00%
<b>Total General Debt Service</b>	<b>2,432,955</b>	<b>-</b>	<b>15,459</b>	<b>30,104</b>	<b>2,402,851</b>	<b>1.24%</b>
<b>Education Debt Service (156)</b>						
Local Taxes (40000)	2,595,564		75,734	148,294	2,447,270	5.71%
Licenses & Permits (41000)	6,000		-	1,505	4,495	25.09%
Other Governments (48000)	-		-	-	-	-
Other Sources (49000)	-		-	-	-	-
<b>Total Education Debt Service</b>	<b>2,601,564</b>	<b>-</b>	<b>75,734</b>	<b>149,799</b>	<b>2,451,765</b>	<b>5.76%</b>
<b>Highway Capital Projects Fund (176)</b>						
Other Local Revenue (44000)	150		12	39	111	26.01%
Other Sources (49000)	-		-	-	-	-
<b>Total Highway Capital Projects</b>	<b>150</b>	<b>-</b>	<b>12</b>	<b>39</b>	<b>111</b>	<b>26.01%</b>
<b>Capital Projects Fund (178)</b>						
Other Local Revenue (44000)	-		6,316	6,364	(6,364)	-
Other Governments & Citizens (48000)	-	-	-	-	-	-
Other Sources (49000)	1,000,000		-	-	1,000,000	0.00%
<b>Total Capital Projects</b>	<b>1,000,000</b>	<b>-</b>	<b>6,316</b>	<b>6,364</b>	<b>993,636</b>	<b>0.64%</b>

FUND CATEGORY	APPROP FY 17/18	AMENDED FY 17/18	EXPENDED SEPT	EXPENDED YR TO DATE	CURRENT ENCUMBER	UNENCUMB BALANCE	PERCENT REALIZED
<b>GENERAL FUND (101)</b>							
County Commission (51100)	345,310	25	28,535	76,305	31,864	237,166	22.10%
Beer Board (51220)	650		-	-	400	250	0.00%
County Mayor (51300)	195,896	(18)	15,636	46,893	3,123	145,862	23.94%
County Attorney (51400)	11,425		900	3,600	7,200	625	31.51%
Election Commission (51500)	244,060		12,564	53,732	17,571	172,757	22.02%
Register of Deeds (51600)	351,551		25,104	71,333	21,135	259,082	20.29%
Planning & Zoning (51720)	163,477		11,398	34,294	5,082	124,101	20.98%
County Buildings (51800)	1,414,424	267,393	89,334	202,370	430,684	1,048,763	12.03%
Other General Admin - IT (51900)	34,000		707	11,930	11,140	10,930	35.09%
Property Assessor (52300)	573,318		30,860	100,404	53,786	419,128	17.51%
County Trustee (52400)	338,086		22,715	84,350	8,823	244,913	24.95%
County Clerk (52500)	585,665		43,625	150,941	9,242	425,483	25.77%
Finance Dept. (52900)	681,315		49,009	163,503	20,545	497,268	24.00%
Circuit Court (53100)	976,338		72,793	231,683	26,765	717,889	23.73%
General Sessions (53300)	312,142		26,865	74,582	1,498	236,062	23.89%
Drug Court (53330)	98,241		7,758	19,370	-	78,871	19.72%
Chancery Court (53400)	230,477		16,838	65,767	2,729	161,981	28.54%
Juvenile Court (53500)	136,148		9,682	27,373	916	107,859	20.10%
Judicial Commissioners (53700)	149,049		11,416	32,801	444	115,804	22.01%
Other Admin of Justice (53900)	18,000		643	643	4,558	12,800	3.57%
Probation Service (53910)	133,910		8,867	25,567	2,500	105,844	19.09%
Sheriff's Dept. (54110)	3,899,539	5,713	301,065	806,757	180,438	2,918,057	20.66%
Admin. Of Sexual Offender (54160)	23,505		816	2,425	550	20,530	10.32%
Jail (54210)	2,014,467		276,947	500,000	99,979	1,414,488	24.82%
Reentry Program (54230) Grants	356,983	(337)	15,850	70,827	173,586	112,232	19.86%
Juvenile Service (54240)	42,520		248	1,493	28,888	12,140	3.51%
Civil Defense (54410)	159,086		10,769	29,080	10,201	119,805	18.28%
Rescue Squad (54420)	30,000	1,580	1,372	4,903	2,137	24,540	15.53%
Consolidated Communications(54490)	873,916		58,800	164,244	13,524	696,148	18.79%
County Coroner (54610)	36,100		1,725	1,725	19,275	15,100	4.78%
Other Public Safety (54710) Grants	48,225		-	8,558	6,571	33,096	17.75%
Local Health Center (55110)	31,025	6,295	2,176	8,912	4,085	24,323	23.88%
Rabies & Animal Ctrl. (55120)	267,853		14,589	68,927	97,903	101,022	25.73%
Other Local Health Serv (55190) Grant	172,502		10,145	28,935	-	143,567	16.77%
Appropriation to State (55390)	30,646	(4,200)	-	-	26,446	-	0.00%
General Welfare Assist.(55510)	17,775		-	-	17,775	-	0.00%
Litter Control (55731) (%Grant)	100,123		7,219	17,700	12,986	69,437	17.68%
Other Waste Collections (55739)	40,988		3,371	9,177	547	31,264	22.39%
Other Public Health & Welfare (55900) Grant	15,000	(1,167)	-	879	2,074	10,881	6.35%
Senior Citizens Assistance (56300)	26,950		731	1,159	23,350	2,441	4.30%
Parks & Fair Board (56700)	47,804		7,391	15,684	2,728	29,392	32.81%
Agriculture Extension Serv.(57100)	119,448		1,146	1,681	7,231	110,536	1.41%
Soil Conservation (57500)	88,992		2,950	7,924	267	80,801	8.90%
Industrial Development (58120)	409,877	197,897	4,202	194,298	277,063	136,413	31.97%
Other Econ & Comm. Dev. (58190)	650,470	500,000	20,000	23,300	152,170	975,000	2.03%
Veteran's Services (58300)	72,960	61	5,148	13,339	2,420	57,262	18.27%
Other Charges (58400)	816,177		5,048	346,150	2,650	467,377	42.41%
Capital Projects (90000)	140,000		15,843	15,843	5,745	118,412	11.32%
Operating Transfer (99110)	-		-	-	-	-	-
<b>Total County General</b>	<b>17,526,411</b>	<b>973,242</b>	<b>1,252,801</b>	<b>3,821,361</b>	<b>1,830,593</b>	<b>12,847,700</b>	<b>20.66%</b>
<b>COURTHOUSE/JAIL MAINT. (112)</b>							
Other Charges (58400)	2,000		136	404	-	1,596	20.18%
Transfers Out (99100)	200,000		-	-	-	200,000	0.00%
<b>Total Courthouse/Jail Maintenance</b>	<b>202,000</b>	<b>-</b>	<b>136</b>	<b>404</b>	<b>-</b>	<b>201,596</b>	<b>0.20%</b>

FUND CATEGORY	APPROP FY 17/18	AMENDED FY 17/18	EXPENDED SEPT	EXPENDED YR TO DATE	CURRENT ENCUMBER	UNENCUMB BALANCE	PERCENT REALIZED
<b>LIBRARY (115)</b>							
Libraries (56500)	374,061	(563)	24,115	71,845	53,324	248,329	19.24%
Other Charges (58400)	39,724		326	10,092	1,651	27,981	25.40%
Capital Outlay (91000)	20,000		-	-	-	20,000	0.00%
Operating Transfer (99110)	3,000		-	-	-	3,000	0.00%
<b>Total Library</b>	<b>436,785</b>	<b>(563)</b>	<b>24,442</b>	<b>81,937</b>	<b>54,975</b>	<b>299,310</b>	<b>18.78%</b>
<b>SOLID WASTE (116)</b>							
Sanitation Educ./Info. (55720)	2,300		75	75	-	2,225	3.26%
Convenience Centers (55732)	320,182		22,529	54,916	4,293	260,974	17.15%
Transfer Station (55733)	1,419,120		112,989	270,071	447,425	701,623	19.03%
Post closure Care Costs (55770)	13,000		-	-	9,013	3,987	0.00%
Other Charges (58400)	100,159		247	49,875	250	50,034	49.80%
Operating Transfers (99100)	48,803		-	-	-	48,803	0.00%
<b>Total Solid Waste</b>	<b>1,903,564</b>	<b>-</b>	<b>135,840</b>	<b>374,937</b>	<b>460,981</b>	<b>1,067,646</b>	<b>19.70%</b>
<b>Local Purpose (Rural Fire 120)</b>							
Fire Prevention & Control (54310)	552,200		352	3,377	454,200	94,623	0.61%
<b>Total Local Purpose</b>	<b>552,200</b>	<b>-</b>	<b>352</b>	<b>3,377</b>	<b>454,200</b>	<b>94,623</b>	<b>0.61%</b>
<b>Drug Control Fund (122)</b>							
Drug Enforcement (54150)	75,450		9,270	18,616	15,051	41,783	24.67%
Other Charges (58400)	700		209	237	-	463	33.89%
<b>Total Drug Control</b>	<b>76,150</b>	<b>-</b>	<b>9,479</b>	<b>18,853</b>	<b>15,051</b>	<b>42,246</b>	<b>24.76%</b>
<b>HIGHWAY (131)</b>							
Administration (61000)	347,801		21,298	66,653	7,000	274,148	19.16%
Highway Maintenance (62000)	966,727		63,790	203,324	22,895	740,508	21.03%
Operations & Maintenance (63100)	351,502		25,950	50,223	93,502	207,778	14.29%
Quarry Operations (63400)	328,253		16,278	49,168	26,388	252,697	14.98%
Other Charges (65000)	234,742		6,154	103,761	4,208	126,773	44.20%
Capital Outlay (68000)	1,311,135		5,797	51,375	78,126	1,181,634	3.92%
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%
<b>Total Highway</b>	<b>3,613,086</b>	<b>-</b>	<b>139,268</b>	<b>524,504</b>	<b>232,118</b>	<b>2,856,464</b>	<b>14.52%</b>
<b>School General Fund (141)</b>							
<b>Instruction</b>							
Regular Instruction (71100)	21,234,365	(54,159)	1,680,663	1,859,184	53,702	19,267,320	8.78%
Alternative School (71150)	202,521	2,802	15,918	16,122	2,264	186,937	7.85%
Special Education Program (71200)	4,067,593		331,845	350,706	146,282	3,570,606	8.62%
Vocational Education Program (71300)	1,276,629.00	267,319	93,390	93,390	90,359	1,360,200	6.05%
Student Body Education Prog (71400)	428,522		31,792	43,358	71,993	313,170	10.12%
<b>Support</b>							
Attendance (72110)	166,117		12,928	21,401	-	144,716	12.88%
Health Services (72120)	740,849		65,173	84,675	678	655,496	11.43%
Other Support Services (72130)	1,526,032	(123,824)	111,866	125,229	12,596	1,264,383	8.93%
Regular Instruction (72210)	1,323,824	48,015	125,421	185,490	29,730	1,156,620	13.52%
Special Educ Program (72220)	114,170		5,439	6,788	9,927	97,455	5.95%
Vocational Educ Prog (72230)	38,211		2,174	5,380	1,300	31,531	14.08%
Education Technology (72250)	701,434	42,972	46,480	164,389	165,854	414,163	22.08%
Board of Education (72310)	1,172,165		16,312	635,669	63,200	473,296	54.23%
Director of Schools (72320)	505,790	23,355	22,270	64,526	25,749	438,871	12.19%
Office of Principals (72410)	2,416,948		196,992	249,701	-	2,167,247	10.33%
Fiscal Services (72510)	11,561		-	-	-	11,561	0.00%
Human Resources (72520)	242,391		18,492	51,968	7,016	183,407	21.44%

FUND CATEGORY	APPROP FY 17/18	AMENDED FY 17/18	EXPENDED SEPT	EXPENDED YR TO DATE	CURRENT ENCUMBER	UNENCUMB BALANCE	PERCENT REALIZED
Operation of Plant (72610)	3,526,507		254,693	806,423	144,746	2,575,339	22.87%
Maintenance of Plant (72620)	1,331,476		108,813	237,607	469,723	624,146	17.85%
Transportation (72710)	2,398,815	3,700	198,604	331,099	1,437,741	633,675	13.78%
Central & Other (72810)	171,701		12,503	12,585	-	159,116	7.33%
<b>Non-Instructional</b>							
Community Services (73300)	498,753	233,729	58,499	162,837	134,454	435,191	22.23%
Early Childhood Education (73400)	1,284,232	2	104,283	108,888	793	1,174,553	8.48%
<b>Capital Outlay &amp; Debt Service</b>							
Capital Outlay (76100)	100,000		-	-	19,720	80,280	0.00%
Principal Debt Service (82130)	64,843		32,041	32,041	-	32,802	49.41%
Interest Debt Service (82230)	8,931		4,846	4,846	-	4,085	54.26%
Transfers Out (99100)	-	100,000	-	100,000	-	-	100.00%
<b>Total School General Fund</b>	<b>45,554,380</b>	<b>543,911</b>	<b>3,551,435</b>	<b>5,754,301</b>	<b>2,887,826</b>	<b>37,456,164</b>	<b>12.48%</b>
<b>School Federal Projects Fund (142)</b>							
Regular Instruction (71100)	1,064,349	128,198	95,011	105,267	6,727	1,080,554	8.83%
Special Education Program (71200)	694,003	11,543	69,559	71,550	29,274	604,721	10.14%
Vocational Education Program (71300)	122,316		-	-	57,551	64,765	0.00%
Health Services (72120)	56,978		5,737	5,793	-	51,185	10.17%
Other Support Services (72130)	44,707	163,793	2,929	9,064	1,902	197,534	4.35%
Regular Instruction (72210)	341,793	6,393	28,373	36,054	2,577	309,555	10.35%
Special Educ Program (72220)	493,809	(11,543)	47,044	118,068	9,586	354,612	24.48%
Transportation (72710)	225,185		18,873	19,045	-	206,140	8.46%
Transfers Out (99100)	-	100,000	-	-	-	100,000	0.00%
<b>Total Federal Projects Fund</b>	<b>3,043,139</b>	<b>398,384</b>	<b>267,527</b>	<b>364,840</b>	<b>107,617</b>	<b>2,969,066</b>	<b>10.60%</b>
<b>Centralized Cafeteria Fund (143)</b>							
Food Service (73100)	3,565,835	90,800	308,633	377,879	2,140,509	1,138,247	10.33%
<b>Total Centralized Cafeteria</b>	<b>3,565,835</b>	<b>90,800</b>	<b>308,633</b>	<b>377,879</b>	<b>2,140,509</b>	<b>1,138,247</b>	<b>10.33%</b>
<b>General Debt Service (151)</b>							
General Government Debt Service	1,657,227		32,339	47,957	250	1,609,020	2.89%
<b>Total General Debt Service</b>	<b>1,657,227</b>	<b>-</b>	<b>32,339</b>	<b>47,957</b>	<b>250</b>	<b>1,609,020</b>	<b>2.89%</b>
<b>Education Debt Service (156)</b>							
Educ Government Debt Service	2,046,382		798	108,257	250	1,937,875	5.29%
<b>Total Education Debt Service</b>	<b>2,046,382</b>	<b>-</b>	<b>798</b>	<b>108,257</b>	<b>250</b>	<b>1,937,875</b>	<b>5.29%</b>
<b>Highway Capital Projects Fund (176)</b>							
Other Charges (58400)	2		0	0	-	1	26.00%
Highway & Street Capital Proj (91200)	708,112		178,313	178,313	248,113	281,687	25.18%
<b>Total Highway Capital Projects</b>	<b>708,114</b>	<b>-</b>	<b>178,313</b>	<b>178,313</b>	<b>248,113</b>	<b>281,688</b>	<b>25.18%</b>
<b>Capital Projects Fund (178)</b>							
Other Charges (58400)	-		63	64	-	(64)	
Public Safety Projects (91130)	9,685,485		15,750	31,775	403,500	9,250,210	0.33%
Other Gen Government Proj (91190)	1,000,000		581	581	-	999,419	0.06%
Transfer in/out for Co Gen	-		-	-	-	-	
<b>Total Capital Projects</b>	<b>10,685,485</b>	<b>-</b>	<b>16,394</b>	<b>32,419</b>	<b>403,500</b>	<b>10,249,566</b>	<b>0.30%</b>



FUND CATEGORY	APPROP FY 17/18	AMENDED FY 17/18	COLLECTED OCTOBER	COLLECTED YR TO DATE	BALANCE TO COLLECT	PERCENTAGE REALIZED
<b>GENERAL FUND (101)</b>						
Local Taxes (40000)	10,266,240		799,957	959,620	9,306,620	9.35%
Licenses & Permits (41000)	99,700		1,245	14,163	85,537	14.21%
Fines, Forfeitures & Penalties (42000)	237,811		21,147	54,730	183,081	23.01%
Charges for Current Services (43000)	387,330		31,778	109,621	277,709	28.30%
Other Local Revenue (44000)	120,481	25	3,792	52,176	68,330	43.30%
Fees from Officials (45000)	1,997,000		158,953	422,432	1,574,568	21.15%
State of Tennessee (46000)	3,136,165		122,810	216,875	2,919,290	6.92%
Federal Government (47000)	449,916	738,963	(13,495)	83,055	1,105,823	6.99%
Other Governments & Citizens (48000)	220,132		32,878	35,542	184,590	16.15%
Other Sources (49000)	105,606	168,165	(5,030)	168,165	105,606	61.43%
<b>Total County General</b>	<b>17,020,381</b>	<b>907,153</b>	<b>1,154,035</b>	<b>2,116,380</b>	<b>15,811,154</b>	<b>11.81%</b>
<b>COURTHOUSE/JAIL MAINT. (112)</b>						
Local Taxes (40000)	180,000		16,509	43,675	136,325	24.26%
<b>Total Courthouse/Jail Maintenance</b>	<b>180,000</b>	<b>-</b>	<b>16,509</b>	<b>43,675</b>	<b>136,325</b>	<b>24.26%</b>
<b>LIBRARY (115)</b>						
Local Taxes (40000)	321,456		26,019	28,727	292,729	8.94%
Licenses & Permits (41000)	2,075		30	466	1,609	22.44%
Charges for Current Services (43000)	17,250		904	3,621	13,629	20.99%
Other Local Revenue (44000)	19,000		97	526	18,474	2.77%
Federal Government (47000)	1,966	(563)	3,698	3,698	(2,295)	263.54%
Other Governments & Citizens (48000)	30,750		2,375	9,560	21,190	31.09%
<b>Total Library</b>	<b>392,497</b>	<b>(563)</b>	<b>33,123</b>	<b>46,597</b>	<b>345,337</b>	<b>11.89%</b>
<b>SOLID WASTE (116)</b>						
Local Taxes (40000)	1,733,640		136,671	146,746	1,586,894	8.46%
Licenses & Permits (41000)	13,250		237	3,653	9,597	27.57%
Charges for Current Services (43000)	59,000		3,763	17,068	41,932	28.93%
Other Local Revenue (44000)	224,000		20,605	114,447	109,553	51.09%
State of Tennessee (46000)	25,000		-	6,727	18,273	26.91%
Other Sources (49000)	-		-	-	-	
<b>Total Solid Waste</b>	<b>2,054,890</b>	<b>-</b>	<b>161,276</b>	<b>288,639</b>	<b>1,766,251</b>	<b>14.05%</b>
<b>Local Purpose (Rural Fire 120)</b>						
Local Taxes (40000)	687,787		58,183	124,216	563,571	18.06%
Licenses & Permits (41000)	24,000		3,872	19,077	4,923	79.49%
Other Local Revenues (44000)	7,500		-	-	7,500	0.00%
Other Governments & Citizens (48000)	-		-	-	-	
<b>Total Local Purpose</b>	<b>719,287</b>	<b>-</b>	<b>62,055</b>	<b>143,293</b>	<b>575,994</b>	<b>19.92%</b>
<b>Drug Control Fund (122)</b>						
Fines, Forfeitures & Penalties (42000)	46,500		3,236	26,656	19,844	57.33%
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%
<b>Total Drug Control</b>	<b>74,700</b>	<b>-</b>	<b>3,236</b>	<b>26,656</b>	<b>48,044</b>	<b>35.68%</b>
<b>HIGHWAY (131)</b>						
Local Taxes (40000)	727,069		68,250	72,278	654,791	9.94%
Licenses & Permits (41000)	3,400		61	943	2,457	27.75%
Charges for Current Services (43000)	15,050		-	-	15,050	0.00%
Other Local Revenue (44000)	7,700		5,327	5,327	2,373	69.18%
State of Tennessee (46000)	2,079,622		230,975	671,923	1,407,699	32.31%
Federal Government (47000)	-		-	-	-	
Other Governments & Citizens (48000)	17,379		-	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 OCTOBER	COLLECTED YR TO DATE	BALANCE TO COLLECT	PERCENTAGE REALIZED
<b>Total Highway</b>	2,865,220	-	304,613	768,138	2,097,082	26.81%
<b>School General Fund (141)</b>						
Local Taxes (40000)	15,368,760		1,249,499	2,110,179	13,258,581	13.73%
Licenses & Permits (41000)	52,625		1,364	16,303	36,322	30.98%
Charges for Current Services (43000)	284,647		22,130	75,123	209,524	26.39%
Other Local Revenue (44000)	279,741		6,941	23,664	256,077	8.46%
State of Tennessee (46000)	27,739,364	380,655	2,751,024	7,987,209	20,132,810	28.40%
Federal Government (47000)	114,356	160,356	44,121	71,120	203,592	25.89%
Other Government & Citizens (48000)	-		-	-	-	
Other Sources (49000)	-	100,000	-	-	100,000	
<b>Total School General Fund</b>	43,839,493	641,011	4,075,078	10,283,598	34,196,906	23.12%
<b>Federal Projects Fund (142)</b>						
Other Local Revenue (44000)	-		-	-	-	
Federal Government (47000)	3,043,139	298,384	271,365	580,022	2,761,501	17.36%
Other Governments & Citizens (48000)	-		-	-	-	
Other Sources (49000)	-	100,000	-	100,000	-	100.00%
<b>Total School Federal Projects Fund</b>	3,043,139	398,384	271,365	680,022	2,761,501	19.76%
<b>Centralized Cafeteria Fund (143)</b>						
Charges for Current Services (43000)	1,035,779		101,889	209,514	826,265	20.23%
Other Local Revenue (44000)	8,700		2,164	6,264	2,436	72.00%
State of Tennessee (46000)	32,754		-	-	32,754	0.00%
Federal Government (47000)	2,291,703	90,800	461,405	469,643	1,912,860	19.71%
Other Sources (48000)	-		-	-	-	
<b>Total Centralized Cafeteria</b>	3,368,936	90,800	565,458	685,421	2,774,315	19.81%
<b>General Debt Service (151)</b>						
Local Taxes (40000)	2,221,455		180,718	207,916	2,013,539	9.36%
Licenses & Permits (41000)	11,500		201	3,107	8,393	27.02%
Other Sources (49000)	200,000		-	-	200,000	0.00%
<b>Total General Debt Service</b>	2,432,955	-	180,919	211,023	2,221,932	8.67%
<b>Education Debt Service (156)</b>						
Local Taxes (40000)	2,595,564		159,575	307,869	2,287,695	11.86%
Licenses & Permits (41000)	6,000		104	1,610	4,390	26.83%
Other Governments (48000)	-		-	-	-	
Other Sources (49000)	-		-	-	-	
<b>Total Education Debt Service</b>	2,601,564	-	159,679	309,479	2,292,085	11.90%
<b>Highway Capital Projects Fund (176)</b>						
Other Local Revenue (44000)	150		12	51	99	33.77%
Other Sources (49000)	-		-	-	-	
<b>Total Highway Capital Projects</b>	150	-	12	51	99	33.77%
<b>Capital Projects Fund (178)</b>						
Other Local Revenue (44000)	-		7,966	14,330	(14,330)	
Other Governments & Citizens (48000)	-		-	-	-	
Other Sources (49000)	1,000,000		-	-	1,000,000	0.00%
<b>Total Capital Projects</b>	1,000,000	-	7,966	14,330	985,670	1.43%

FUND CATEGORY	APPROP FY 17/18	AMENDED FY 17/18	EXPENDED OCT.	EXPENDED YR TO DATE	CURRENT ENCUMBER	UNENCUMB BALANCE	PERCENT REALIZED
<b>GENERAL FUND (101)</b>							
County Commission (51100)	345,310	25	21,433	97,738	27,140	220,457	28.30%
Beer Board (51220)	650		-	-	400	250	0.00%
County Mayor (51300)	195,896	(18)	16,066	62,959	2,787	130,132	32.14%
County Attorney (51400)	11,425		900	4,500	6,300	625	39.39%
Election Commission (51500)	244,060		12,769	66,501	17,404	160,155	27.25%
Register of Deeds (51600)	351,551		28,240	99,573	20,214	231,764	28.32%
Planning & Zoning (51720)	163,477		11,268	45,562	4,629	113,287	27.87%
County Buildings (51800)	1,414,424	267,393	103,688	306,058	425,568	950,190	18.20%
Other General Admin - IT (51900)	34,000		438	12,368	694	20,938	36.38%
Property Assessor (52300)	573,318		30,128	130,533	53,577	389,209	22.77%
County Trustee (52400)	338,086		26,484	110,834	8,385	218,867	32.78%
County Clerk (52500)	585,665		48,123	199,063	7,741	378,861	33.99%
Finance Dept. (52900)	681,315		51,807	215,311	20,534	445,471	31.60%
Circuit Court (53100)	976,338		75,143	306,826	22,239	647,272	31.43%
General Sessions (53300)	312,142		25,070	99,652	1,231	211,259	31.93%
Drug Court (53330)	98,241		7,631	27,001	-	71,240	27.48%
Chancery Court (53400)	230,477		14,936	80,703	2,911	146,863	35.02%
Juvenile Court (53500)	136,148		11,294	38,667	317	97,164	28.40%
Judicial Commissioners (53700)	149,049		10,498	43,299	444	105,306	29.05%
Other Admin of Justice (53900)	18,000		-	643	4,558	12,800	3.57%
Probation Service (53910)	133,910		9,682	35,249	2,500	96,162	26.32%
Sheriff's Dept. (54110)	3,899,539	5,713	290,055	1,096,812	178,894	2,629,545	28.09%
Admin. Of Sexual Offender (54160)	23,505		830	3,255	550	19,700	13.85%
Jail (54210)	2,014,467		138,924	638,924	91,986	1,283,558	31.72%
Reentry Program (54230) Grants	356,983	(337)	22,565	93,392	152,717	110,536	26.19%
Juvenile Service (54240)	42,520		205	1,698	28,303	12,520	3.99%
Civil Defense (54410)	159,086		13,070	42,150	10,223	106,712	26.50%
Rescue Squad (54420)	30,000	1,580	1,406	6,309	2,899	22,373	19.98%
Consolidated Communications(54490)	873,916		72,882	237,125	7,181	629,610	27.13%
County Coroner (54610)	36,100		5,450	7,175	9,825	19,100	19.88%
Other Public Safety (54710) Grants	48,225		4,876	13,434	1,695	33,096	27.86%
Local Health Center (55110)	31,025	6,295	1,004	9,916	3,910	23,494	26.57%
Rabies & Animal Ctrl. (55120)	267,853		12,442	81,370	37,626	148,857	30.38%
Other Local Health Serv (55190) Grant	172,502		10,490	39,425	-	133,077	22.85%
Appropriation to State (55390)	30,646	(4,200)	-	-	26,446	-	0.00%
General Welfare Assist.(55510)	17,775		-	-	17,775	-	0.00%
Litter Control (55731) (%Grant)	100,123		6,737	24,437	13,614	62,071	24.41%
Other Waste Collections (55739)	40,988		3,543	12,720	297	27,971	31.03%
Other Public Health & Welfare (55900) Grant	15,000	(1,167)	(717)	162	3,189	10,482	1.17%
Senior Citizens Assistance (56300)	26,950		-	1,159	23,350	2,441	4.30%
Parks & Fair Board (56700)	47,804		1,346	17,029	3,196	27,579	35.62%
Agriculture Extension Serv.(57100)	119,448		15,980	17,661	3,618	98,169	14.79%
Soil Conservation (57500)	88,992		3,644	11,568	103	77,321	13.00%
Industrial Development (58120)	409,877	197,897	51,819	246,117	229,745	131,912	40.49%
Other Econ & Comm. Dev. (58190)	650,470	500,000	-	23,300	152,170	975,000	2.03%
Veteran's Services (58300)	72,960	61	6,182	19,521	971	52,529	26.73%
Other Charges (58400)	816,177		36,072	382,222	2,447	431,508	46.83%
Capital Projects (90000)	140,000		3,395	19,238	5,230	115,532	13.74%
Operating Transfer (99110)	-		-	-	-	-	
<b>Total County General</b>	<b>17,526,411</b>	<b>973,242</b>	<b>1,207,795</b>	<b>5,029,156</b>	<b>1,637,531</b>	<b>11,832,967</b>	<b>27.19%</b>
<b>COURTHOUSE/JAIL MAINT. (112)</b>							
Other Charges (58400)	2,000		165	569	-	1,431	28.43%
Transfers Out (99100)	200,000		-	-	-	200,000	0.00%
<b>Total Courthouse/Jail Maintenance</b>	<b>202,000</b>	<b>-</b>	<b>165</b>	<b>569</b>	<b>-</b>	<b>201,431</b>	<b>0.28%</b>

FUND CATEGORY	APPROP FY 17/18	AMENDED FY 17/18	EXPENDED OCT.	EXPENDED YR TO DATE	CURRENT ENCUMBER	UNENCUMB BALANCE	PERCENT REALIZED
<b>LIBRARY (115)</b>							
Libraries (56500)	374,061	(563)	26,779	98,624	51,753	223,121	26.41%
Other Charges (58400)	39,724		2,655	12,747	1,651	25,326	32.09%
Capital Outlay (91000)	20,000		-	-	-	20,000	0.00%
Operating Transfer (99110)	3,000		-	-	-	3,000	0.00%
<b>Total Library</b>	<b>436,785</b>	<b>(563)</b>	<b>29,434</b>	<b>111,371</b>	<b>53,405</b>	<b>271,447</b>	<b>25.53%</b>
<b>SOLID WASTE (116)</b>							
Sanitation Educ./Info. (55720)	2,300		-	75	-	2,225	3.26%
Convenience Centers (55732)	320,182		19,682	74,598	3,805	241,779	23.30%
Transfer Station (55733)	1,419,120		104,892	374,964	404,386	639,771	26.42%
Post closure Care Costs (55770)	13,000		-	-	9,013	3,987	0.00%
Other Charges (58400)	100,159		3,752	53,627	229	46,303	53.54%
Operating Transfers (99100)	48,803		-	-	-	48,803	0.00%
<b>Total Solid Waste</b>	<b>1,903,564</b>	<b>-</b>	<b>128,327</b>	<b>503,264</b>	<b>417,432</b>	<b>982,868</b>	<b>26.44%</b>
<b>Local Purpose (Rural Fire 120)</b>							
Fire Prevention & Control (54310)	552,200		1,305	4,682	454,200	93,318	0.85%
<b>Total Local Purpose</b>	<b>552,200</b>	<b>-</b>	<b>1,305</b>	<b>4,682</b>	<b>454,200</b>	<b>93,318</b>	<b>0.85%</b>
<b>Drug Control Fund (122)</b>							
Drug Enforcement (54150)	75,450		107	18,722	15,855	40,872	24.81%
Other Charges (58400)	700		32	270	-	430	38.51%
<b>Total Drug Control</b>	<b>76,150</b>	<b>-</b>	<b>139</b>	<b>18,992</b>	<b>15,855</b>	<b>41,303</b>	<b>24.94%</b>
<b>HIGHWAY (131)</b>							
Administration (61000)	347,801		24,998	91,651	8,010	248,140	26.35%
Highway Maintenance (62000)	966,727		60,079	263,402	25,078	678,246	27.25%
Operations & Maintenance (63100)	351,502		32,769	82,992	101,908	166,602	23.61%
Quarry Operations (63400)	328,253		13,509	62,678	25,726	239,849	19.09%
Other Charges (65000)	234,742		8,695	112,457	4,310	117,975	47.91%
Capital Outlay (68000)	1,311,135		14,547	65,922	152,632	1,092,581	5.03%
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%
<b>Total Highway</b>	<b>3,613,086</b>	<b>-</b>	<b>154,598</b>	<b>679,102</b>	<b>317,664</b>	<b>2,616,320</b>	<b>18.80%</b>
<b>School General Fund (141)</b>							
<b>Instruction</b>							
Regular Instruction (71100)	21,234,365	(161,878)	1,689,447	3,548,631	138,869	17,384,987	16.84%
Alternative School (71150)	202,521	2,802	16,028	32,150	1,524	171,649	15.66%
Special Education Program (71200)	4,067,593		328,923	679,629	131,312	3,256,652	16.71%
Vocational Education Program (71300)	1,276,629	267,319	101,091	194,481	102,706	1,246,762	12.60%
Student Body Education Prog (71400)	428,522		36,111	79,469	68,807	280,246	18.55%
<b>Support</b>							
Attendance (72110)	166,117		12,451	33,853	-	132,264	20.38%
Health Services (72120)	740,849		63,124	147,799	2,771	590,279	19.95%
Other Support Services (72130)	1,526,032	(113,824)	108,152	233,380	12,706	1,166,122	16.53%
Regular Instruction (72210)	1,323,824	48,015	120,880	306,370	13,995	1,051,474	22.33%
Special Educ Program (72220)	114,170		3,558	10,346	7,745	96,080	9.06%
Vocational Educ Prog (72230)	38,211		2,174	7,554	1,300	29,357	19.77%
Education Technology (72250)	701,434	42,972	48,357	212,746	160,409	371,251	28.58%
Board of Education (72310)	1,172,165		62,340	698,009	60,160	413,995	59.55%
Director of Schools (72320)	505,790	121,074	29,558	94,083	19,275	513,505	15.01%
Office of Principals (72410)	2,416,948		197,181	446,882	-	1,970,066	18.49%
Fiscal Services (72510)	11,561		-	-	-	11,561	0.00%

FUND CATEGORY	APPROP FY 17/18	AMENDED FY 17/18	EXPENDED OCT.	EXPENDED YR TO DATE	CURRENT ENCUMBER	UNENCUMB BALANCE	PERCENT REALIZED
Human Resources (72520)	242,391		19,051	71,019	6,148	165,224	29.30%
Operation of Plant (72610)	3,526,507		281,204	1,087,626	108,335	2,330,546	30.84%
Maintenance of Plant (72620)	1,331,476		102,989	340,596	430,416	560,463	25.58%
Transportation (72710)	2,398,815	3,700	208,878	539,977	1,267,250	595,288	22.48%
Central & Other (72810)	171,701		12,841	25,426	-	146,275	14.81%
<b>Non-Instructional</b>							
Community Services (73300)	498,753	358,729	54,273	217,111	120,928	519,444	25.32%
Early Childhood Education (73400)	1,284,232	2	103,113	212,001	793	1,071,440	16.51%
<b>Capital Outlay &amp; Debt Service</b>							
Capital Outlay (76100)	100,000	200,000	-	-	19,720	280,280	0.00%
Principal Debt Service (82130)	64,843		-	32,041	-	32,802	49.41%
Interest Debt Service (82230)	8,931		-	4,846	-	4,085	54.26%
Transfers Out (99100)	-	100,000	-	100,000	-	-	100.00%
<b>Total School General Fund</b>	<b>45,554,380</b>	<b>868,911</b>	<b>3,601,725</b>	<b>9,356,026</b>	<b>2,675,170</b>	<b>34,392,095</b>	<b>20.15%</b>
<b>School Federal Projects Fund (142)</b>							
Regular Instruction (71100)	1,064,349	128,198	95,922	201,189	150	991,208	16.87%
Special Education Program (71200)	694,003	11,543	54,064	125,614	29,805	550,126	17.80%
Vocational Education Program (71300)	122,316		-	-	61,043	61,273	0.00%
Health Services (72120)	56,978		6,005	11,798	-	45,180	20.71%
Other Support Services (72130)	44,707	163,793	6,351	15,415	1,319	191,766	7.39%
Regular Instruction (72210)	341,793	6,393	27,114	63,167	2,263	282,756	18.14%
Special Educ Program (72220)	493,809	(11,543)	33,383	151,451	13,537	317,279	31.40%
Transportation (72710)	225,185		18,873	37,918	-	187,267	16.84%
Transfers Out (99100)	-	100,000	-	-	-	100,000	0.00%
<b>Total Federal Projects Fund</b>	<b>3,043,139</b>	<b>398,384</b>	<b>241,711</b>	<b>606,551</b>	<b>108,116</b>	<b>2,726,856</b>	<b>17.62%</b>
<b>Centralized Cafeteria Fund (143)</b>							
Food Service (73100)	3,565,835	90,800	303,479	681,358	1,951,647	1,023,629	18.63%
<b>Total Centralized Cafeteria</b>	<b>3,565,835</b>	<b>90,800</b>	<b>303,479</b>	<b>681,358</b>	<b>1,951,647</b>	<b>1,023,629</b>	<b>18.63%</b>
<b>General Debt Service (151)</b>							
General Government Debt Service	1,657,227		10,988	58,945	250	1,598,032	3.56%
<b>Total General Debt Service</b>	<b>1,657,227</b>	<b>-</b>	<b>10,988</b>	<b>58,945</b>	<b>250</b>	<b>1,598,032</b>	<b>3.56%</b>
<b>Education Debt Service (156)</b>							
Educ Government Debt Service	2,046,382		2,465	110,723	250	1,935,409	5.41%
<b>Total Education Debt Service</b>	<b>2,046,382</b>	<b>-</b>	<b>2,465</b>	<b>110,723</b>	<b>250</b>	<b>1,935,409</b>	<b>5.41%</b>
<b>Highway Capital Projects Fund (176)</b>							
Other Charges (58400)	2		0	1	-	1	34.00%
Highway & Street Capital Proj (91200)	708,112		149,674	327,987	60,677	319,448	46.32%
<b>Total Highway Capital Projects</b>	<b>708,114</b>	<b>-</b>	<b>149,674</b>	<b>327,987</b>	<b>60,677</b>	<b>319,449</b>	<b>46.32%</b>
<b>Capital Projects Fund (178)</b>							
Other Charges (58400)	-		80	143	-	(143)	
Public Safety Projects (91130)	9,685,485		-	31,775	403,500	9,250,210	0.33%
Other Gen Government Proj (91190)	1,000,000		-	581	-	999,419	0.06%
Transfer in/out for Co Gen	-		-	-	-	-	
<b>Total Capital Projects</b>	<b>10,685,485</b>	<b>-</b>	<b>80</b>	<b>32,499</b>	<b>403,500</b>	<b>10,249,486</b>	<b>0.30%</b>

## FRANKLIN COUNTY FINANCE DEPARTMENT

Fiscal Year 2017/2018  
Quarter Ending June 30, 2018

Account Number	Description	Realized Thru 1st QTR	Original Budget	Amendments	Amended Budget	Percent Realized
<b>County General Fund 101 - Revenues</b>						
40000	Local Taxes	159,664	\$ 10,266,240	\$ -	\$ 10,266,240	1.56%
41000	Licenses and Permits	12,918	99,700	-	99,700	12.96%
42000	Fines, Forfeitures & Penalties	33,584	237,811	-	237,811	14.12%
43000	Charges for Current Services	77,843	387,330	-	387,330	20.10%
44000	Other Local Revenues	48,385	120,481	25	120,506	40.15%
45000	Fees Rec'd from County Officials	263,480	1,997,000	-	1,997,000	13.19%
46000	State of Tennessee	94,064	3,136,165	-	3,136,165	3.00%
47000	Federal Government	96,550	449,916	738,963	1,188,879	8.12%
48000	Other Governments & Citizens Grps.	2,664	220,132	-	220,132	1.21%
49000	Other Sources (Non-Revenue)	173,195	105,606	168,165	273,771	63.26%
	<b>Total County General Revenue</b>	<b>\$ 962,345</b>	<b>\$ 17,020,381</b>	<b>\$ 907,153</b>	<b>\$ 17,927,534</b>	<b>5.37%</b>
<b>County General Fund 101 - Expenditures</b>						
51100	County Commission	\$ 76,305	\$ 345,310	\$ 25	\$ 345,335	22.10%
51220	Beer Board	-	650	-	650	0.00%
51300	County Mayor	46,893	195,896	(18)	195,878	23.94%
51400	County Attorney	3,600	11,425	-	11,425	31.51%
51500	Election Commission	53,732	244,060	-	244,060	22.02%
51600	Register of Deeds	71,333	351,551	-	351,551	20.29%
51720	Planning	34,294	163,477	-	163,477	20.98%
51800	County Buildings	202,370	1,414,424	267,393	1,681,817	12.03%
51900	Other General Administration - IT	11,930	34,000	-	34,000	35.09%
	<b>Total General Gov.</b>	<b>\$ 500,458</b>	<b>\$ 2,760,792</b>	<b>\$ 267,401</b>	<b>\$ 3,028,193</b>	<b>16.53%</b>
52300	Property Assessor	100,404	573,318	-	573,318	17.51%
52400	County Trustee	84,350	338,086	-	338,086	24.95%
52500	County Clerk	150,941	585,665	-	585,665	25.77%
52900	Finance Dept.	163,503	681,315	-	681,315	24.00%
	<b>Total Finance</b>	<b>\$ 499,198</b>	<b>\$ 2,178,385</b>	<b>\$ -</b>	<b>\$ 2,178,385</b>	<b>22.92%</b>
53100	Circuit Court	231,683	976,338	-	976,338	23.73%
53300	General Sessions Court	74,582	312,142	-	312,142	23.89%
53330	Drug Court	19,370	98,241	-	98,241	19.72%
53400	Chancery Court	65,767	230,477	-	230,477	28.54%

## FRANKLIN COUNTY FINANCE DEPARTMENT

Fiscal Year 2017/2018  
Quarter Ending June 30, 2018

Account Number	Description	Realized Thru 1st QTR	Original Budget	Amendments	Amended Budget	Percent Realized
53500	Juvenile Court	27,373	136,148	-	136,148	20.10%
53700	Judicial Commissioners	32,801	149,049	-	149,049	22.01%
53900	Other Administration of Justice	643	18,000	-	18,000	3.57%
53910	Probation Services	25,567	133,910	-	133,910	19.09%
	<b>Total Admin. Of Justice</b>	<b>\$ 477,785</b>	<b>\$ 2,054,305</b>	<b>\$ -</b>	<b>\$ 2,054,305</b>	<b>23.26%</b>
54110	Sheriff's Department	806,757	3,899,539	5,713	3,905,252	20.66%
54160	Admin. of the Sex Offender	2,425	23,505	-	23,505	10.32%
54210	Jail	500,000	2,014,467	-	2,014,467	24.82%
54230	Community Reentry Program	70,827	356,983	(337)	356,646	19.86%
54240	Juvenile Services	1,493	42,520	-	42,520	3.51%
54410	Civil Defense	29,080	159,086	-	159,086	18.28%
54420	Rescue Squad	4,903	30,000	1,580	31,580	15.53%
54490	Consolidated Communications	164,244	873,916	-	873,916	18.79%
54610	County Coroner	1,725	36,100	-	36,100	4.78%
54710	Other Public Safety Grants	8,558	48,225	-	48,225	17.75%
	<b>Total Public Safety</b>	<b>\$ 1,590,012</b>	<b>\$ 7,484,340</b>	<b>\$ 6,956</b>	<b>\$ 7,491,296</b>	<b>21.22%</b>
55110	Local Health Center	8,912	31,025	6,295	37,320	23.88%
55120	Rabies & Animal Control	68,927	267,853	-	267,853	25.73%
55190	Other Local Health Services	28,935	172,502	-	172,502	16.77%
55390	Appropriation to State	-	30,646	(4,200)	26,446	0.00%
55510	General Welfare Assistance	-	17,775	-	17,775	0.00%
55731	Waste Pick-Up (Litter Control)	17,700	100,123	-	100,123	17.68%
55739	Other Waste Collections	9,177	40,988	-	40,988	22.39%
55900	Other Public Health & Welfare	879	15,000	(1,167)	13,833	6.35%
	<b>Total Public Health &amp; Welfare</b>	<b>\$ 134,531</b>	<b>\$ 675,912</b>	<b>\$ 928</b>	<b>\$ 676,840</b>	<b>19.88%</b>
56300	Senior Citizens	1,159	26,950	-	26,950	4.30%
56700	Parks & Fair Boards	15,684	47,804	-	47,804	32.81%
	<b>Total Social, Cultural, Recre.</b>	<b>\$ 16,843</b>	<b>\$ 74,754</b>	<b>\$ -</b>	<b>\$ 74,754</b>	<b>22.53%</b>
57100	Agricultural Extension Service	1,681	119,448	-	119,448	1.41%
57500	Soil Conservation	7,924	88,992	-	88,992	8.90%
	<b>Total Agr. &amp; Natural Resources</b>	<b>\$ 9,605</b>	<b>\$ 208,440</b>	<b>\$ -</b>	<b>\$ 208,440</b>	<b>4.61%</b>
58190	Other Econ & Community Devel.	23,300	650,470	500,000	1,150,470	2.03%
58300	Veteran's Services	13,339	72,960	61	73,021	18.27%
58400	Other Charges	346,150	816,177	-	816,177	42.41%
91000	Capital Outlay	15,843	140,000	-	140,000	11.32%
	<b>Total Other Operations</b>	<b>\$ 592,929</b>	<b>\$ 2,089,485</b>	<b>\$ 697,958</b>	<b>\$ 2,787,442</b>	<b>21.27%</b>

## FRANKLIN COUNTY FINANCE DEPARTMENT

Fiscal Year 2017/2018  
Quarter Ending June 30, 2018

Account Number	Description	Realized Thru 1st QTR	Original Budget	Amendments	Amended Budget	Percent Realized
	Transfers Out	-	\$ -	\$ -	\$ -	
	<b>Total County General Expenditures</b>	<b>\$ 3,821,361</b>	<b>\$ 17,526,411</b>	<b>\$ 973,242</b>	<b>\$ 18,499,654</b>	<b>20.66%</b>
	<b>Excess of Revenue Over (Under)</b>					
	<b>Expenditures</b>	<b>\$ (2,859,016)</b>	<b>\$ (506,031)</b>	<b>\$ (66,089)</b>	<b>\$ (572,120)</b>	
<b>Courthouse Jail Maintenance Fund 112 - Revenues</b>						
40000	Local Taxes	\$ 27,167	\$ 180,000	\$ -	\$ 180,000	15.09%
	<b>Total Courthouse Jail Maintenance Revenue</b>	<b>\$ 27,167</b>	<b>\$ 180,000</b>	<b>\$ -</b>	<b>\$ 180,000</b>	<b>15.09%</b>
<b>Courthouse Jail Maintenance Fund 112 - Expenditures</b>						
58400	Other Charges	\$ 404	\$ 2,000	\$ -	\$ 2,000	20.18%
99100	Transfers Out	-	200,000	-	200,000	0.00%
	<b>Total Courthouse Jail Maintenance Expenditures</b>	<b>\$ 404</b>	<b>\$ 202,000</b>	<b>\$ -</b>	<b>\$ 202,000</b>	<b>0.20%</b>
	<b>Excess of Revenue Over (Under)</b>					
	<b>Expenditures</b>	<b>\$ 26,763</b>	<b>\$ (22,000)</b>	<b>\$ -</b>	<b>\$ (22,000)</b>	



## FRANKLIN COUNTY FINANCE DEPARTMENT

Fiscal Year 2017/2018  
Quarter Ending June 30, 2018

Account Number	Description	Realized Thru 1st QTR	Original Budget	Amendments	Amended Budget	Percent Realized
<b>Library Fund 115 - Revenues</b>						
40000	Local Taxes	\$ 2,708	\$ 321,456	\$ -	\$ 321,456	0.84%
41000	License & Permits	435	2,075	-	2,075	20.99%
43000	Charges for Current Services	2,717	17,250	-	17,250	15.75%
44000	Other Local Revenues	429	19,000	-	19,000	2.26%
46000	State of Tennessee	-	-	-	-	
47000	Federal Government	-	1,966	(563)	1,403	0.00%
48000	Other Governments & Citizens Grps.	7,185	30,750	-	30,750	23.37%
49000	Other Sources (Non-Revenue)	-	-	-	-	
	<b>Total Library Revenue</b>	<b>\$ 13,474</b>	<b>\$ 392,497</b>	<b>\$ (563)</b>	<b>\$ 391,934</b>	<b>3.44%</b>
<b>Library Fund 115 - Expenditures</b>						
56500	Libraries	\$ 71,845	\$ 374,061	\$ (563)	\$ 373,498	19.24%
58400	Other Charges	10,092	39,724	-	39,724	25.40%
90000	Capital Outlay	-	20,000	-	20,000	0.00%
99100	Transfers Out	-	3,000	-	3,000	0.00%
	<b>Total Library Expenditures</b>	<b>\$ 81,937</b>	<b>\$ 436,785</b>	<b>\$ (563)</b>	<b>\$ 436,222</b>	<b>18.78%</b>
	<b>Excess of Revenue Over (Under) Expenditures</b>	<b>\$ (68,463)</b>	<b>\$ (44,288)</b>	<b>\$ -</b>	<b>\$ (44,288)</b>	

## FRANKLIN COUNTY FINANCE DEPARTMENT

Fiscal Year 2017/2018  
Quarter Ending June 30, 2018

Account Number	Description	Realized Thru 1st QTR	Original Budget	Amendments	Amended Budget	Percent Realized
<b>Solid Waste/Sanitation Fund 116 - Revenues</b>						
40000	Local Taxes	\$ 10,074	\$ 1,733,640	\$ -	\$ 1,733,640	0.58%
41000	Licenses and Permits	3,416	13,250	-	13,250	25.78%
43000	Charges for Current Services	13,305	59,000	-	59,000	22.55%
44000	Other Local Revenues	93,842	224,000	-	224,000	41.89%
46000	State of Tennessee	6,727	25,000	-	25,000	26.91%
49000	Other Sources	-	-	-	-	
	<b>Total Solid Waste Revenue</b>	<b>\$ 127,363</b>	<b>\$ 2,054,890</b>	<b>\$ -</b>	<b>\$ 2,054,890</b>	<b>6.20%</b>
<b>Solid Waste/Sanitation Fund 116 - Expenditures</b>						
55720	Sanitation Education/Information	\$ 75	\$ 2,300	\$ -	\$ 2,300	3.26%
55732	Convenience Centers	54,916	320,182	-	320,182	17.15%
55733	Transfer Stations	270,071	1,419,120	-	1,419,120	19.03%
55770	Postclosure Care Cost	-	13,000	-	13,000	0.00%
58400	Other Charges	49,875	100,159	-	100,159	49.80%
99100	Transfers Out	-	48,803	-	48,803	0.00%
	<b>Total Solid Waste Expenditures</b>	<b>\$ 374,937</b>	<b>\$ 1,903,564</b>	<b>\$ -</b>	<b>\$ 1,903,564</b>	<b>19.70%</b>
	<b>Excess of Revenue Over (Under)</b>					
	<b>Expenditures</b>	<b>\$ (247,574)</b>	<b>\$ 151,326</b>	<b>\$ -</b>	<b>\$ 151,326</b>	

## FRANKLIN COUNTY FINANCE DEPARTMENT

Fiscal Year 2017/2018  
Quarter Ending June 30, 2018

Account Number	Description	Realized Thru 1st QTR	Original Budget	Amendments	Amended Budget	Percent Realized
<b>Local Purpose Tax/Rural Fire Fund 120 - Revenues</b>						
40000	Local Taxes	\$ 66,033	\$ 687,787	\$ -	\$ 687,787	9.60%
41000	Licenses and Permits	15,205	24,000	-	24,000	63.35%
44000	Other Local Revenue	-	7,500	-	7,500	0.00%
	<b>Total Rural Fire Revenue</b>	<b>\$ 81,238</b>	<b>\$ 719,287</b>	<b>\$ -</b>	<b>\$ 719,287</b>	<b>11.29%</b>
<b>Local Purpose Tax/Rural Fire Fund 120 - Expenditures</b>						
54310	Fire Prevention & Control	\$ 3,377	\$ 552,200	\$ -	\$ 552,200	0.61%
	<b>Total Rural Fire Expenditures</b>	<b>\$ 3,377</b>	<b>\$ 552,200</b>	<b>\$ -</b>	<b>\$ 552,200</b>	<b>0.61%</b>
	<b>Excess of Revenue Over (Under)</b>					
	<b>Expenditures</b>	<b>\$ 77,861</b>	<b>\$ 167,087</b>	<b>\$ -</b>	<b>\$ 167,087</b>	
<b>Drug Control Fund 122 - Revenues</b>						
42000	Fines, Forfeitures & Penalties	\$ 23,420	\$ 46,500	\$ -	46,500	50.37%
43000	Other General Service Charges	-	5,000	-	5,000	0.00%
44000	Other Local Revenues	-	5,200	-	5,200	0.00%
46000	State of Tennessee	-	-	-	-	
47000	Federal Government	-	15,000	-	15,000	0.00%
48000	Other Governments & Citizens Grps.	-	3,000	-	3,000	0.00%
	<b>Total Drug Control Revenue</b>	<b>\$ 23,420</b>	<b>\$ 74,700</b>	<b>\$ -</b>	<b>\$ 74,700</b>	<b>31.35%</b>
<b>Drug Control Fund 122 - Expenditures</b>						
54150	Drug Enforcement	\$ 18,616	\$ 75,450	\$ -	\$ 75,450	24.67%
58400	Other Charges	237	700	-	700	33.89%
	<b>Total Drug Control Expenditures</b>	<b>\$ 18,853</b>	<b>\$ 76,150</b>	<b>\$ -</b>	<b>\$ 76,150</b>	<b>24.76%</b>
	<b>Excess of Revenue Over (Under)</b>					
	<b>Expenditures</b>	<b>\$ 4,567</b>	<b>\$ (1,450)</b>	<b>\$ -</b>	<b>\$ (1,450)</b>	

## FRANKLIN COUNTY FINANCE DEPARTMENT

Fiscal Year 2017/2018  
Quarter Ending June 30, 2018

Account Number	Description	Realized Thru 1st QTR	Original Budget	Amendments	Amended Budget	Percent Realized
<b>General Debt Service Fund 151 - Revenues</b>						
40000	Local Taxes	\$ 27,199	\$ 2,221,455	\$ -	\$ 2,221,455	1.22%
41000	Licenses and Permits	2,906	11,500	-	11,500	25.27%
44110	Interest Earned	-	-	-	-	
49000	Other Sources (Non-Revenue)	-	200,000	-	200,000	0.00%
	<b>Total Gen Debt Serv Revenue</b>	<b>\$ 30,104</b>	<b>\$ 2,432,955</b>	<b>\$ -</b>	<b>\$ 2,432,955</b>	<b>1.24%</b>
<b>General Debt Service Fund 151 - Expenditures</b>						
82310	General Government Debt Service	\$ 47,957	\$ 1,657,227	\$ -	\$ 1,657,227	2.89%
	<b>Total Gen Debt Serv Expenditures</b>	<b>\$ 47,957</b>	<b>\$ 1,657,227</b>	<b>\$ -</b>	<b>\$ 1,657,227</b>	<b>2.89%</b>
	<b>Excess of Revenue Over (Under)</b>					
	<b>Expenditures</b>	<b>\$ (17,853)</b>	<b>\$ 775,728</b>	<b>\$ -</b>	<b>\$ 775,728</b>	
<b>Education Debt Service Fund 156 - Revenues</b>						
40000	Local Taxes	\$ 148,294	\$ 2,595,564	\$ -	\$ 2,595,564	5.71%
41000	Licenses and Permits	1,505	6,000	-	6,000	25.09%
49000	Other Sources (Non-Revenue)	-	-	-	-	
	<b>Total Educ Debt Serv Revenue</b>	<b>\$ 149,799</b>	<b>\$ 2,601,564</b>	<b>\$ -</b>	<b>\$ 2,601,564</b>	<b>5.76%</b>
<b>Education Debt Service Fund 156 - Expenditures</b>						
82330	Educ Government Debt Service	\$ 108,257	\$ 2,046,382	\$ -	\$ 2,046,382	5.29%
	<b>Total Educ Debt Serv Expenditures</b>	<b>\$ 108,257</b>	<b>\$ 2,046,382</b>	<b>\$ -</b>	<b>\$ 2,046,382</b>	<b>5.29%</b>
	<b>Excess of Revenue Over (Under)</b>					
	<b>Expenditures</b>	<b>\$ 41,542</b>	<b>\$ 555,182</b>	<b>\$ -</b>	<b>\$ 555,182</b>	

FRANKLIN COUNTY FINANCE DEPARTMENT						Fisdal Year 2017/2018	
						Quarter Ending September 30, 2018	
Account Number	Description	Realized Thru 1st Qtr	Original Budget	Amendments	Amended Budget	Percent Realized	
<b>Highway Fund 131 - Revenue</b>							
40000	Local Taxes	\$ 4,028.05	\$ 727,069.00	\$ -	\$ 727,069.00	0.55%	
41100	Licenses & Permits	882.19	3,400.00	-	3,400	25.95%	
43000	Charges for Current Services & Fees	-	15,050.00	-	15,050	0.00%	
44000	Other Local Revenues	-	7,700.00	-	7,700	0.00%	
46000	State of Tennessee Revenues	440,947.14	2,079,622.00	-	2,079,622	21.20%	
47000	Federal Government Revenues	-	-	-	-		
48000	Other Governments	17,667.00	17,379.00	-	17,379	101.66%	
49000	Other Sources (Non-Revenue)	-	15,000.00	-	15,000	0.00%	
	<b>Total Highway Revenue</b>	<b>\$ 463,524</b>	<b>\$ 2,865,220</b>	<b>\$ -</b>	<b>\$ 2,865,220</b>	<b>16.18%</b>	
<b>Highway Fund 131 - Expenditures</b>							
61000	Administration	\$ 66,653	\$ 347,801	\$ -	\$ 347,801	19.16%	
62000	Highway & Bridge Maintenance	203,324	966,727	-	966,727	21.03%	
63100	Operation of Maintenance	50,223	351,502	-	351,502	14.29%	
63400	Quarry Operations	49,168	328,253	-	328,253	14.98%	
65000	Other Charges	103,761	234,742	-	234,742	44.20%	
68000	Capital Outlay	51,375	1,311,135	-	1,311,135	3.92%	
82000	Debt Service	-	19,123	-	19,123	0.00%	
99100	Operating Transfers	-	53,803	-	53,803	0.00%	
	<b>Total Highway Expenditures</b>	<b>\$ 524,504</b>	<b>\$ 3,613,086</b>	<b>\$ -</b>	<b>\$ 3,613,086</b>	<b>14.52%</b>	
	<b>Excess of Revenue Over (Under) Expenditures</b>	<b>\$ (463,524)</b>	<b>\$ (747,866)</b>	<b>\$ -</b>	<b>\$ (747,866)</b>		

FRANKLIN COUNTY FINANCE DEPARTMENT  
 FINANCIAL STATEMENT  
 BOARD OF EDUCATION FUND 141

FISCAL YR 2017-18  
 YEAR ENDING JUNE 30, 2018  
 QUARTER ENDING September 30, 2017

REVENUE	FIRST QTR TOTAL	BALANCE TO DATE	BUDGET	AMENDMENTS	AMENDED BUDGET	% RECEIVED	1st Qtr 16-17
49100 COUNTY PROPERTY TAXES	68 521.70	68 521.70	10 637 200.00		10 637 200.00	0.63%	0.75%
40200 COUNTY LOCAL OPTION TAXES	794 157.91	794 157.91	4 659 000.00		4 659 000.00	17.05%	21.56%
40300 STATUTORY LOCAL TAXES	0.00	0.00	72 560.00		72 560.00	0.00%	1.62%
41100 LICENSES & PERMITS	14 639.07	14 639.07	52 625.00		52 625.00	28.39%	28.69%
43500 EDUCATION CHARGES	52 993.26	52 993.26	284 647.00		284 647.00	18.62%	19.67%
44100 RECURRING ITEMS	4 737.41	4 737.41	45 204.00		45 204.00	10.49%	6.18%
44500 NONRECURRING ITEMS	11 985.47	11 985.47	16 844.00		16 844.00	71.18%	53.51%
44900 OTHER LOCAL REVENUE	0.00	0.00	217 693.00		217 693.00	0.00%	0.00%
46500 REGULAR EDUCATION FUNDS	5 236 165.06	5 236 165.06	27 668 354.00	380 654.84	28 070 018.94	18.65%	20.39%
46800 OTHER STATES REVENUES	0.00	0.00	50 000.00		50 000.00	0.00%	0.00%
47000 FEDERAL GOVERNMENT REVENUES	26 969.47	26 969.47	114 359.00	35 356.23	148 742.23	18.03%	2.63%
48000 OTHER SOURCES	0.00	0.00	0.00		0.00	#DIV/0!	0.00%
48800 TRANSFERS	0.00	0.00	100 000.00		100 000.00	0.00%	0.00%
<b>TOTAL REVENUE</b>	<b>8 208 519.35</b>	<b>8 208 519.35</b>	<b>43 839 493.00</b>	<b>516 014.17</b>	<b>44 355 504.17</b>	<b>14.00%</b>	<b>16.61%</b>

EXPENDITURES	FIRST QTR TOTAL	BALANCE TO DATE	BUDGET	AMENDMENTS	AMENDED BUDGET	% USED	1st Qtr 16-17
71100 TOTAL REGULAR INSTRUCTION	1 899 184.17	1 899 184.17	21 234 365.00	(54 159.00)	21 180 206.00	8.78%	10.30%
71150 TOTAL ALTERNATE INSTRUCTION PROGRAM	18 122.14	18 122.14	202 521.00	2 802.00	205 323.00	7.85%	7.46%
71200 TOTAL SPECIAL EDUCATION PROGRAM	380 705.81	350 705.81	4 067 593.00	0.00	4 067 593.00	8.62%	8.22%
71300 TOTAL VOCATIONAL PROGRAM	93 389.61	93 389.61	1 276 629.00	267 318.94	1 543 947.94	6.05%	7.96%
71400 TOTAL STUDENT BODY EDUCATION	43 358.20	43 358.20	428 522.00	0.00	428 522.00	10.12%	10.07%
<b>TOTAL INSTRUCTION</b>	<b>2 362 759.93</b>	<b>2 362 759.93</b>	<b>27 209 630.00</b>	<b>215 961.94</b>	<b>27 425 591.94</b>	<b>12.88%</b>	<b>17.06%</b>
72100 TOTAL ATTENDANCE	21 401.08	21 401.08	166 117.00	0.00	166 117.00	14.08%	14.20%
72120 TOTAL HEALTH SERVICES	84 874.73	84 874.73	740 649.00	0.00	740 649.00	14.43%	11.61%
72130 TOTAL OTHER STUDENT SUPPORT	125 228.61	125 228.61	1 526 832.00	(123 824.00)	1 402 208.00	8.93%	9.16%
72200 TOTAL REGULAR INSTRUCTION SUPPORT	185 469.57	185 469.57	1 323 824.00	48 015.00	1 371 839.00	13.92%	11.07%
72250 TOTAL VOCATIONAL EDUCATION SUPPORT	6 787.87	6 787.87	114 170.00	0.00	114 170.00	5.95%	8.16%
72500 TOTAL EDUCATION TECHNOLOGY	5 379.66	5 379.66	38 211.00	0.00	38 211.00	14.08%	19.20%
72510 TOTAL BOARD OF EDUCATION SUPPORT SERVICE	164 389.31	164 389.31	701 434.00	47 872.00	744 409.00	22.08%	0.00%
72520 TOTAL DIRECTOR OF SCHOOL SUPPORT SERVICE	635 669.17	635 669.17	1 172 165.00	0.00	1 172 165.00	54.23%	56.25%
72530 TOTAL OFFICE OF THE PRINCIPAL SUPPORT SERVICE	64 525.68	64 525.68	595 790.00	23 355.00	579 145.00	12.19%	15.91%
72410 TOTAL OFFICE OF THE PRINCIPAL SUPPORT SERVICE	249 701.14	249 701.14	2 416 948.00	0.00	2 416 948.00	10.33%	10.21%
72510 FISCAL SERVICES	0.00	0.00	11 561.00	0.00	11 561.00	0.00%	0.00%
72520 HUMAN RESOURCES/PERSONNEL	51 969.20	51 969.20	242 381.00	0.00	242 381.00	21.44%	21.89%
72610 TOTAL OPERATION OF THE PLANT	886 422.81	886 422.81	3 526 507.00	0.00	3 526 507.00	24.87%	22.58%
72620 TOTAL MAINTENANCE OF PLANT	237 606.71	237 606.71	1 331 476.00	0.00	1 331 476.00	17.85%	17.24%
72710 TOTAL TRANSPORTATION	331 099.23	331 099.23	2 398 815.00	3 700.00	2 402 515.00	13.78%	13.10%
72810 TOTAL CENTRAL AND OTHER SUPPORT	12 585.06	12 585.06	171 701.00	0.00	171 701.00	7.33%	21.74%
<b>TOTAL SUPPORT SERVICES</b>	<b>2 892 928.63</b>	<b>2 892 928.63</b>	<b>16 387 981.00</b>	<b>-5 762.00</b>	<b>16 382 209.00</b>	<b>22.23%</b>	<b>21.69%</b>
73000 TOTAL COMMUNITY SERVICE	167 837.22	167 837.22	489 763.00	233 726.23	732 482.23	8.48%	6.36%
73400 EARLY CHILDHOOD EDUCATION	108 688.30	108 688.30	1 254 232.00	2.00	1 254 234.00	8.48%	8.39%
<b>TOTAL NON INSTRUCTION</b>	<b>2 71 725.52</b>	<b>2 71 725.52</b>	<b>1 782 985.00</b>	<b>233 731.23</b>	<b>2 015 716.23</b>	<b>0.00%</b>	<b>0.00%</b>
76100 TOTAL CAPITAL OUTLAY	0.00	0.00	100 000.00	0.00	100 000.00	0.00%	0.00%
82130 PRINCIPAL ON DEBT	32 040.90	32 040.90	64 843.00	0.00	64 843.00	49.41%	40.80%
82230 INTEREST ON DEBT	4 845.66	4 845.66	8 931.00	0.00	8 931.00	54.26%	55.07%
99900 TRANSFER TO OTHER FUNDS	100 000.00	100 000.00	0.00	100 000.00	100 000.00	100.00%	100.00%
<b>TOTAL OTHER USES</b>	<b>136 886.56</b>	<b>136 886.56</b>	<b>73 774.00</b>	<b>100 000.00</b>	<b>173 774.00</b>	<b>18.41%</b>	<b>13.25%</b>
<b>TOTAL EXPENDITURES</b>	<b>5 754 300.84</b>	<b>5 754 300.84</b>	<b>45 554 380.00</b>	<b>543 914.17</b>	<b>46 098 294.17</b>	<b>12.48%</b>	<b>13.25%</b>

FRANKLIN COUNTY FINANCE DEPARTMENT

FISCAL YR 2017-18  
YEAR ENDING JUNE 30, 2018  
QUARTER ENDING September 30, 2017

FINANCIAL STATEMENT  
BOARD OF EDUCATION Federal Projects (Fund 142)

REVENUE	FIRST QTR TOTAL	BALANCE TO DATE	BUDGET	AMENDMENTS	AMENDED BUDGET	% RECEIVED	1st Qtr 16-17
44100 RECURRING REVENUE	-	0.00			\$ -	0.00%	0.00%
47000 FEDERAL GOVERNMENT	308,657.08	308,657.08			\$ -	0.00%	0.00%
47100 FEDERAL THRU STATE	100,000.00	100,000.00	3,043,138.80	268,384.11	3,341,522.91	9.24%	89.78%
49500 OTHER SOURCES	-	0.00		100,000.00	100,000.00	100.00%	100.00%
<b>TOTAL FEDERAL REVENUE</b>	<b>\$ 408,657.08</b>	<b>\$ 408,657.08</b>	<b>\$ 3,043,138.80</b>	<b>\$ 398,384.11</b>	<b>\$ 3,441,522.91</b>	<b>11.87%</b>	<b>90.07%</b>

EXPENDITURES

	FIRST QTR TOTAL	BALANCE TO DATE	BUDGET	AMENDMENTS	AMENDED BUDGET	% USED	1st Qtr 16-17
71100 REGULAR INSTRUCTION	105,288.57	105,288.57	1,064,349.35	128,187.65	1,192,547.20	8.53%	94.23%
71200 SPECIAL EDUCATION	71,550.28	71,550.28	694,002.72	11,542.80	705,545.52	10.14%	84.47%
71300 VOCATIONAL EDUCATION	-	0.00	122,315.68	-	122,315.68	0.00%	100.00%
72120 HEALTH SERVICES	5,782.71	5,782.71	56,877.64	-	56,877.64	10.17%	100.73%
72130 OTHER STUDENT SUPPORT	9,064.00	9,064.00	44,708.61	163,793.39	208,500.00	4.35%	37.61%
72210 REGULAR INSTRUCTION SUPPORT	38,053.75	341,789.25	341,789.25	6,302.87	348,092.12	10.36%	65.65%
72220 SPECIAL EDUCATION SUPPORT	118,067.89	118,067.89	493,808.91	11,542.00	492,266.01	24.48%	86.73%
72710 TRANSPORTATION	18,044.65	18,044.65	225,184.55	-	225,184.55	8.46%	88.83%
89100 TRANSFERS OUT	-	0.00	-	100,000.00	100,000.00	0.00%	100.00%
<b>TOTAL FEDERAL EXPENDITURES</b>	<b>\$ 364,839.85</b>	<b>\$ 364,839.85</b>	<b>\$ 3,043,138.80</b>	<b>\$ 398,384.11</b>	<b>\$ 3,441,522.91</b>	<b>10.60%</b>	<b>89.80%</b>

FRANKLIN COUNTY FINANCE DEPARTMENT

FISCAL YR 2017-18  
YEAR ENDING JUNE 30, 2018  
QUARTER ENDING September 30, 2017

FINANCIAL STATEMENT  
BOARD OF EDUCATION CENTRALIZED CAFETERIA (Fund 143)

REVENUE	FIRST QTR TOTAL	BALANCE TO DATE	BUDGET	AMENDMENTS	AMENDED BUDGET	% RECEIVED	1st Qtr 16-17
43500 CHARGES FOR CURRENT SERVICES	107,625.73	107,625.73	1,035,779.00		\$ 1,035,779.00	10.38%	95.20%
44100 RECURRING REVENUE	4,109.41	4,109.41	8,700.00		\$ 8,700.00	47.13%	172.31%
44900 OTHER LOCAL REVENUES (SUPPER GRANT)	-	0.00	-		\$ -	#DIV/0!	0.00%
46500 STATE OF TN	-	0.00	32,754.00		\$ 32,754.00	0.00%	90.83%
47000 FEDERAL GOVERNMENT	8,237.22	8,237.22	2,281,703.00	90,600.00	2,382,503.00	0.35%	86.60%
<b>TOTAL FEDERAL REVENUE</b>	<b>\$ 119,963.36</b>	<b>\$ 119,963.36</b>	<b>\$ 3,358,936.00</b>	<b>\$ 90,600.00</b>	<b>\$ 3,458,736.00</b>	<b>3.47%</b>	<b>88.89%</b>

EXPENDITURES

	FIRST QTR TOTAL	BALANCE TO DATE	BUDGET	AMENDMENTS	AMENDED BUDGET	% USED	1st Qtr 16-17
73100 FOOD SERVICE	377,879.25	377,879.25	3,565,635.00	90,600.00	3,656,635.00	10.33%	77.82%
<b>TOTAL FEDERAL EXPENDITURES</b>	<b>\$ 377,879.25</b>	<b>\$ 377,879.25</b>	<b>\$ 3,565,635.00</b>	<b>\$ 90,600.00</b>	<b>\$ 3,656,635.00</b>	<b>10.33%</b>	<b>77.82%</b>

## Franklin Co Trustee's Interest Earned Analysis & Comparison

September, 2017

### Current Amt Invested in the Following:

CD	\$ 7,500,000	Interest Bearing Check/Savings	\$ 10,448,450	Mutual Funds	\$ -
<b>Gross Interest Earned for the Month of Sept</b>				\$ 7,584	

Fund Number	Fund Title	Gross Collections	Trustee Fee Admin Fee 2%	Net Fund Collections
116	Solid Waste	\$ 7,158.26	\$ (143.17)	\$ 7,015.09
151	General Debt Service	\$ -	\$ -	\$ -
141	General Schools	\$ 425.52	\$ (8.51)	\$ 417.01
<b>Total</b>		<b>\$ 7,583.78</b>	<b>\$ (143.17)</b>	<b>\$ 7,015.09</b>

### Interest Revenue Monthly Fiscal Comparison

	Solid Waste	Gen Debt	Schools
Sep-16	\$ 4,867.24	\$ -	\$ 586.30
Sep-17	\$ 7,158.26	\$ -	\$ 425.52
Over/Under	\$ 2,291.02	\$ -	\$ (160.78)

### Interest Year to Date Revenue Fiscal Comparison

	Solid Waste	Gen Debt	Schools
2016/17	\$ 15,630.93	\$ -	\$ 1,098.56
2017/18	\$ 23,468.80	\$ -	\$ 1,205.36
Over/Uner	\$ 7,837.87	\$ -	\$ 106.80

### Fiscal Year 2076/87 Appropriations 44110 Interest Earned

	Appropriation	Collected	% Collected	Balace to Collect
116 Solid Waste (up to \$75,000)	\$ 66,000.00	\$ 23,468.80	35.56%	\$ 42,531
151 General Debt Service (next \$)	\$ -	\$ -	0.00%	\$ -
141 School General Fund (OPEB Reserve Interest)	\$ 4,000.00	\$ 1,205.36	30.13%	\$ 2,795



## Franklin Co Trustee's Interest Earned Analysis & Comparison

October, 2017

### Current Amt Invested in the Following:

<b>CD</b>	\$ 7,500,000	<b>Interest Bearing Check/Savings</b>	\$ 11,646,950	<b>Mutual Funds</b>	\$ -
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**Gross Interest Earned for the Month of Oct** \$ 6,955.93

Fund Number	Fund Title	Gross Collections	Trustee Fee Admin Fee 2%	Net Fund Collections
116	Solid Waste	\$ 6,544.04	\$ (130.88)	\$ 6,413.16
151	General Debt Service	\$ -	\$ -	\$ -
141	General Schools	\$ 411.89	\$ (8.24)	\$ 403.65
<b>Total</b>		<b>\$ 6,955.93</b>	<b>\$ (130.88)</b>	<b>\$ 6,413.16</b>

### Interest Revenue Monthly Fiscal Comparison

	Solid Waste	Gen Debt	Schools
Oct-16	\$ 4,481.21	\$ -	\$ 273.89
Oct-17	\$ 6,544.04	\$ -	\$ 411.89
Over/Under	\$ 2,062.83	\$ -	\$ 138.00

### Interest Year to Date Revenue Fiscal Comparison

	Solid Waste	Gen Debt	Schools
2016/17	\$ 20,112.14	\$ -	\$ 1,372.45
2017/18	\$ 30,012.84	\$ -	\$ 1,617.25
Over/Uner	\$ 9,900.70	\$ -	\$ 244.80

### Fiscal Year 2017/18 Appropriations 44110 Interest Earned

	Appropriation	Collected	% Collected	Balace to Collect
116 Solid Waste (up to \$75,000)	\$ 66,000.00	\$ 30,012.84	45.47%	\$ 35,987
151 General Debt Service (next \$)	\$ -	\$ -	0.00%	\$ -
141 School General Fund (OPEB Reserve Interest)	\$ 4,000.00	\$ 1,617.25	40.43%	\$ 2,383

## Local Option Sales Tax Analysis & Comparison

September 2017 (Received in October)

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	141,185.21	(1,588.33)	139,596.88	139,596.88	-
Winchester	343,084.88	(3,859.70)	339,225.18	169,612.59	167,916.46
Cowan	22,919.79	(257.85)	22,661.94	11,330.97	11,217.66
Decherd	215,500.55	(2,424.38)	213,076.17	106,538.08	105,472.70
Estill Springs	25,223.87	(283.77)	24,940.10	12,470.05	12,345.35
Huntland	14,055.92	(158.13)	13,897.79	6,948.90	6,879.41
Tullahoma	1,588.66	(17.87)	1,570.79	785.39	777.54
<b>Total</b>	<b>763,558.88</b>	<b>(8,590.04)</b>	<b>754,968.84</b>	<b>447,821.93</b>	<b>304,609.12</b>

### Local Option Sales Tax Monthly Revenue Fiscal Comparison

Sep-16	447,007	*Note Franklin County received an additional
Sep-17	447,822	\$539.07

Over/Under 815

### Local Option Sales Tax Year to Date Revenue Fiscal Comparison

2016/17	1,416,246
2017/18	1,378,420

Over/Uner (37,826)

### 2017/18 Sales Tax Appropriations

	Appropriation	Collected	% Collected	Balance to Collect
141 General Schools	4,627,000	1,167,203.61	25.23%	3,459,796
156 Education Debt Service	850,000	211,216	24.85%	638,784

Fund 156 receives overages of collections from Fund 141

\*\*Franklin County as Trustee Adjusted by State of Tennessee Department of Revenue \$539.07

Franklin County Board of Commissioners  
**Legislative Committee**  
Minutes of November 16, 2017

The Legislative Committee met at the courthouse and was called to order at 6:00 pm by Secretary Mary Sons.

**MEMBERS PRESENT:** Chairman Johnny Hughes, David Eldridge, and Helen Stapleton

**OTHERS PRESENT:** Secretary Mary Sons

1. Sons opened the floor for nominations of 2017/18 chairman. Eldridge nominated Hughes for chairman. With no other nominations and an all aye vote, Hughes resumed the meeting as chairman.
2. *Motion by Eldridge to approve minutes of October 5, 2017 second Stapleton; all ayes.*
3. *Motion by Eldridge to approve 2018 Legislative meeting schedule as presented, second Stapleton; all ayes.*
4. *Motion by Eldridge to recommend (10) notary applications be sent to full commission for approval, second Stapleton; all ayes.*
5. *Motion by Eldridge to adjourn at 6:09 pm, second Stapleton; all ayes.*

Respectfully Submitted,

Johnny Hughes, Chairman

**MINUTES OF THE FINANCIAL MANAGEMENT COMMITTEE**  
**OF THE FRANKLIN COUNTY BOARD OF COMMISSIONERS**  
**Thursday, November 9, 2017**

The Financial Management Committee of the Franklin County Commission met in a special called meeting Thursday, October 9, 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; Johnny Woodall, Highway Superintendent; Andrea Smith, Ex Officio; Cindy Latham, Secretary. Visitors included Scotty McKay, Ashley McAnulty, Iris Rudder, Dave VanBuskirk, Philip Lorenz, William Anderson, Mackie Shanks, Tim Little, Dean Oliver, Tom Smith, Matthew Bobo, Tim Fuller, Angie Fuller, Mary Sons and Payton Brannon

Meeting was called to order by Mayor Stewart and turned over to Director Smith. Director Smith discussed the bid results of the jail expansion project which came in considerably higher than the opinion of probable construction cost was projected. Director Smith also discussed the resolution that included issuance of debt for the Communication Project, Solid Waste Equipment and Highway Equipment request. **\*MOTION** by Clark, second by Bean, to send the request to the commission tonight and let the commission make the decision.

There being no further business **\*MOTION** by Woodall, second by Finney to adjourn meeting at 9:30 a.m. Vote resulted in all Ayes, motion carried.

Respectfully submitted by:

Date Approved

\_\_\_\_\_  
cbl/RS

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

**Tuesday, November 14, 2017**

The Financial Management Committee of the Franklin County Commission met in a regular scheduled meeting Tuesday, November 14, 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; Johnny Woodall, Highway Superintendent; Andrea Smith, Ex Officio; Cindy Latham, Secretary. Visitors included Mary Sons, Phillip Custer, Iris Rudder and Luke McCurry

Meeting was called to order by Mayor Stewart

1. **\*MOTION** by Eldridge, second by Woodall to approve the October 3<sup>rd</sup> and November 9<sup>th</sup> Finance Committee Minutes. Vote resulted in all Ayes, motion carried.
2. **\*MOTION** by Clark, second by Hughes to approve and send to the commission the September Sales Tax Report. The vote resulted in all Ayes, motion carried.
3. **\*MOTION** by Clark, second by Eldridge to approve the September & October Trustee Interest Reports. Vote resulted in all Ayes, motion carried.
4. **\*MOTION** by Eldridge, second by Woodall to approve the September & October Finance Director's Reports. The vote resulted in all Ayes, motion carried.
5. **\*MOTION** by Eldridge, second by Finney to approve & send to full commission Grant Summary/Application for Homeland Security Grant for \$19,749.67. The vote resulted in Ayes. Motion carried.
6. **\*MOTION** by Eldridge, second by Woodall to approve the Grant Summary/Application for the EMA Performance Grant for \$38,850. Vote resulted in all Ayes, motion carried
7. **\*MOTION** by Woodall, second by Bean to approve and send to the full commission the Grant Summary/Application for Solid Waste Organics Management Grant for \$108,230. The vote resulted in all Ayes, motion carried.
8. **\*MOTION** by Eldridge, second by Clark to approve and send to the full commission Multi-Year contract with Telecom Audit Group. Vote resulted in all Ayes, motion carried.
9. **\*MOTION** by Eldridge, second by Bean to raise the purchasing quote limit from \$500 to \$1500 on a single item. Vote resulted in all Ayes, motion carried.
10. **\*MOTION** by Woodall, second by Clark to keep the current Finance Committee Schedule for 2018. Vote resulted in all Ayes, motion carried.
11. **\*MOTION** by Eldridge, second by Bean to keep the Budget Calendar meeting the same as the 2017-18 Example. The vote resulted in all Ayes, motion carried.

There being no further business **\*MOTION** by Hughes, second by Woodall to adjourn meeting at 8:55 a.m. Vote resulted in all Ayes, motion carried.

Respectfully submitted by:

Date Approved

\_\_\_\_\_  
cbl/RS

**Franklin County  
Board of Commissioners**

2018 Regular Session Schedule

7:00 pm

Franklin County Courthouse

3 <sup>rd</sup> Tuesday	January 16
3 <sup>rd</sup> Monday	March 19
3 <sup>rd</sup> Monday	April 16
3 <sup>rd</sup> Monday	June 18
3 <sup>rd</sup> Monday	July 16
3 <sup>rd</sup> Monday	September 17
3 <sup>rd</sup> Monday	October 15
1 <sup>st</sup> Monday	December 3

**Eddie Clark, Chairman**  
**Angie Fuller, Chairman Pro Tempore**  
**Richard Stewart, County Mayor**

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**Legislative**

2018 Committee Schedule

6:00 pm

Franklin County Courthouse

January 4  
March 8  
April 5  
June 7  
July 5  
September 6  
October 4  
November 15

**MEMBERS:**

Johnny Hughes, Chuck Stines, Eddie Clark,  
David Eldridge, Helen Stapleton

**Franklin County Finance Department  
Budget Calendar  
For Budget Year 2018-2019**

Date	Phase	Event
14-Nov-17	Preparation	Finance Committee (FC) reviews and approves calendar at its regular meetings for calendar year 2018.
2-Jan-18	Preparation	Finance Committee reviews Fiscal Year 2018/19 Budgetary Procedures, Forms, Calendar and other information in order to implement the budgetary procedures/process.
9-Feb-18	Preparation	Finance Dept. (FD) closes Feb 2018 books; monthly reports sent to all department heads. Dept. heads are requested to review and make any changes they deem necessary and return to FD by March 1, 2018.
9-Mar-18	Preparation	Copy of budget calendar, budget procedures, forms with last year actual and current year projections sent to all department heads (County, Highway and School); completed forms to be returned by April 13, 2018.
Mar 15-16, 2018	Preparation	TGFOA Spring Training - Andrea & Cindy
29-Mar-18	Preparation	Departments FY 2017-18 Budget Projections due to Finance Department.
March & April 2018	Preparation	Animal Control Board, Beer Board, Consolidated Communications Board, Drug Court Board, Election Commission, Industrial Development Board, Law Enforcement Committee, Library Board, Parks & Fair Board, Planning & Zoning Board, Soil Conservation Board, Solid Waste Board - Will approve Proposed FY 2018-19 Department Budgets Approvals Due by April 30, 2018.
2-Apr-18	Preparation	County Property Assessor provides assessment documentation to Finance Department for estimate of value of tax penny.
3-Apr-18	Preparation	Finance Committee regular meeting with FY 2017-18 Budget Report & Amendments
13-Apr-18	Preparation	Budget requests FY 2018-2019 due to Finance Department.
16-Apr-18	Preparation	Finance Department - Review, Compilation of budget requests and Analysis begins.
April 2018	Preparation	TN Dept. of Education Spring Fiscal Workshop - Cindy
5/10 & 5/15/18 Tentative	Preparation	Finance Committee Special Called Meetings to review proposed FY 2018-19 Departmental Budgets: Thurs.(10th) & Tues(15th) Tentative Dates
April, May & June 2018	Preparation	Budget Workshops to be held with Board of Education & Highway Commission as needed for 2018/19 budget request.
29-May-18	Preparation	Cut-off date for purchases during current fiscal year 2017/18; no further orders or commitments of funds permitted. *****Only <b>unavoidable and unexpected</b> purchases will be allowed, each will be handled on an individual basis.
1/15-Jun-18	Preparation	County Based of Equalization meets to review assessment & protests.
5-Jun-18	Preparation	Finance Committee to approve a recommendation for tax levy & appropriations 2018/19.
8-Jun-18	Preparation	Tentative Proposed FY 2018-19 Budget published in local newspaper.
18-Jun-18	Enactment	Regular County Commission meeting including the Tax Levy Recommendation and Appropriation Resolution 2018/19.
28-Jun-18	Execution	Possible County Commission special called to consider & approve final Budget Amendments for FY 2017-18 if necessary.
1-Jul-18	Audit	State Comptroller - Division of Local Government Audit commence with Audit 2018.
1-Jan-19	Audit	Audit is made available on Franklin County Finance Website.
1-Feb-19	Audit	Audit Committee send recommendation report to the Finance Committee & County Commission

RESOLUTION # 8a-1217

**A RESOLUTION AUTHORIZING A MULTIPLE YEAR CONTRACT  
OF A TELECOMMUNICATIONS AUDIT  
FOR THE FRANKLIN COUNTY FINANCE DEPARTMENT**

**WHEREAS**, the Franklin County Finance Department is responsible for the payment and maintenance of all telecommunications accounts for all Franklin County departments, and

**WHERE AS**, Telecom Audit Group is a contractor that is utilized for review and maintenance of telecommunications accounts in order to reduce unwarranted cost to local government entities, and

**WHEREAS**, the Finance Director feels a telecommunications audit would be beneficial for Franklin County, and

**WHEREAS**, the payment for the services of the telecommunications audit are paid from the proceeds of the savings that Franklin County, Tennessee shall experience, and the Franklin County Finance Dept does not have the authority to enter into service contracts for this period of time without the approval of the Franklin County Board of Commissioners.

**NOW, THEREFORE, Be It Resolved** by the Franklin County Board of Commissioners that the Franklin County Finance Department be authorized to enter into a multi-year service contract agreement with Telecom Audit Group, and the contract shall not extend over a period of more than two (2) years.

**Be It Further Resolved** that this resolution be effective immediately upon the passage on this the 4<sup>th</sup> day of December, 2017.

  
Eddie Clark, Honorable Chairman to the Commission

  
Richard Stewart, Honorable County Mayor


**RESOLUTION SPONSORED BY:** Eldridge & Clark

**MOTION TO ADOPT:** Fuller

**SECOND BY:** Finney

**VOTES:** AYES 14 NAYS 0

**DECLARATION:** Approved

**ATTEST:**   
Phillip Custer, County Clerk



# THE TELECOMMUNICATION

## AUDIT PARTICIPATION AGREEMENT

THIS AGREEMENT HAS BEEN STRUCTURED AS AN *RISK FREE PARTICIPATION AGREEMENT* AS THERE ARE NO UP FRONT FEES FOR THE CLIENT TO PAY OR REQUIRES THE CLIENT TO PAY FOR ANY AUDIT EXPENSES.

IF THE TELECOMMUNICATION AUDIT DOES NOT PRODUCE REFUNDS, CREDITS OR DOCUMENTED REDUCTION IN FUTURE TELECOMMUNICATION COST FOR THE CLIENT, THERE IS NO FEE DUE.

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This Agreement is entered into and between, \_\_\_\_\_ a political subdivision of the State of \_\_\_\_\_, (Identified as client) acting by and through its duly elected governing authorities and The Telecom Audit Group, LLC, an Alabama Limited Liability Company (collectively the known as the Parties)

This \_\_\_\_\_ Day of \_\_\_\_\_, 2017.

**WHEREAS:** The client desires to insure maximum efficiency and economic responsibility in the purchase and use of its Telecommunication Services and Equipment for the benefit of the Client, its Citizens and Taxpayers.

**WHEREAS:** The Telecom Audit Group has the knowledge and expertise to achieve the client's goals. This is achieved by recovering past overcharges for service, equipment cost, removing unnecessary cost, thus reducing future cost.

**WHEREAS:** The Client desires to secure the services of The Telecom Audit Group to achieve the above stated goals.

**NOW, THEREFORE,** for and in consideration of the mutual promises and covenants herein, the Parties do here contract, covenant and agree as follows:

### ARTICLE ONE

#### SCOPE OF SERVICES Section 1.01 Auditing Services

The Telecom Audit Group will conduct an audit of past and present telecommunication billing which covers services and equipment furnished by the client's providers. The purpose is to identify improper charges and errors, including but not limited to, excessive tariffs, excessive features, inflated billing, over provisioning of services, etc;

#### Section 1.02 Over Charge Recovery

If it is determined a Provider has in the past or is presently overcharging a client, the Telecom Audit Group will ascertain the amount of the overcharge and proceed to take action to recover those overcharges according to guidelines allowed by law and feasible.

## **LITIGATION**

In the event Litigation is required to recover any overcharges, The Client will be consulted and will be the one if they wish to pursue the claim. Any Litigation will be at the expense of the Client, and The Telecom Audit Group will provide documentation and expert testimony in regards to the overcharges identified in the claim.

### **Section 1.03 Reduction in Cost**

The Client will be advised in writing of the corrective actions necessary to achieve a cost savings on the client's present and future billing.

The Client is *not required to accept* any recommendation given to the client suggested. However, if the client *chooses to accept or implement those recommendations* within a 24 month period from the date of the written suggestion, then standard fees are due as expressed in this agreement.

### **Section 1.04 Authority To Take Action**

Before any action is taken regarding any changes to the client's telecommunication billing, the Telecom Audit Group will submit the recommendation for change in writing, which will be approved in writing by the signature of the person authorized to do so. Once this written permission for change is received, the Telecom Audit Group will make the changes as stated on the recommendation.

## **ARTICLE TWO**

### **OBLIGATIONS OF THE CLIENT**

#### **Section 2.01 Access To Records**

The Client will provide access to all telecommunication billing and records in their possession for the Telecom Audit Group to carry out the audits and other services provided in this Agreement.

#### **Section 2.02 Letter of Authority**

The Client will execute a Letter of Authority to their telecommunication providers or other documentation that is required that authorizes the Telecom Audit Group to act on the Client's behalf when dealing with any telecommunication provider. This Authority covers request for copies of past and present telecommunication billing or other documents connected to the client's telecommunication billing.

### **Section 2.03 Changes In Services and Equipment**

The client is required to keep the Telecom Audit Group informed of any decision being considered, or changes made to their telecommunication network or billing during the term of this agreement.

### **Section 2.04 Observance of Spirit of Agreement**

During the life of this agreement the Client has authorized the Telecom Audit Group to review and perform duties as stated. The Client will not deliberately hinder, restrict, delay or discuss, or make decision affecting any part of their telecommunication network with any provider or seller of telecommunication services or equipment without first discussing all proposals made with the Telecom Audit Group during the term of this agreement.

## **ARTICLE THREE**

### **Section 3.01 Recovery Fee**

If The Telecom Audit Group recovers an overcharge as described in Section 1.02 the client shall pay the Telecom Audit Group a recovery fee equal to fifty percent (50%) of the overcharge amount recovered.

It is understood all recovered amounts will be refunded directly to the Client. Once the client has received the recovered amount, the client will send a copy of the check or credit amount to The Telecom Audit Group documenting the amount has been recovered.

Once this has been verified the fee as stated is then due.

### **Section 3.02 Corrective Action Fee**

Once it has been verified by the client's billing, they have realized a reduction in their future cost through the implementation of the corrective actions taken by the Telecom Audit Group, a corrective action fee of fifty percent (50%) for a period of 24 months from the date the savings occurred is now due.

### **CONTI- OF CORRECTIVE ACTION FEE**

The Corrective Fee is invoiced on a monthly basis after the telecom billing is reviewed and the savings has been verified each month. If the savings stops for any reason, then the fee ceases also.

**ARTICLE FOUR**

**TERM AND TERMINATION**

**Section 4.01 Term**

This Agreement shall be effective from \_\_\_\_\_ day of \_\_\_\_\_ 2017, and shall continue for a primary term of 24 months.

**Section 4.02 Renewal**

At the end of the primary term of this agreement it will automatically renew monthly if any section of the client's billing is being reviewed for errors or cost savings.

The Client will be informed the agreement is now on a monthly basis and can be terminated in writing giving a 30 day notice to do so, either by the client or the Telecom Audit Group.

**LEGALIZE**

Applicable Law means this agreement shall be governed by the laws of the state of \_\_\_\_\_, and the State of \_\_\_\_\_ shall be the proper venue for any legal action arising here from.

The Telecom Audit Group will be responsible for their own overhead and travel expenses related to this audit.

The Client shall not be liable for any expenses of the Telecom Audit Group not previously approved or set out in this agreement.

**Audit Exclusions**

If there any portions of their Telecommunication Network the client does not wish for the Telecom Audit Group to review, an addendum should state what should be excluded from the audit and attached to this agreement, thereby becoming part of this agreement and covered under the terms of this agreement.

Once the Audit has begin to audit a particular section of their Telecommunication Network, the client cannot exclude this portion from the audit after or during the time this section is ongoing. However, if the

client wishes to exclude a section of their network from the audit, they can do so as long as the audit has not been started on the section they wish to exclude.

**SIGNATURES, Continued**

**SIGNATURES**

The Parties have signified by signing below they agree to the terms as stated in this Participation Agreement.

**The Signer For The Telecom Audit Group**

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_, 2017

**Signer For The Client**

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_, 2017

**The Signatures of the above Parties has verified they have the authority to enter into this agreement.**

**Franklin County Government Grant Pre-Application Notification Form**

Department or Organization Applying for Grant: **Emergency Management Agency**

Grant/Program Title: **US Dept. Homeland Security 2015**

Grant Beginning Period: **9/1/2015**

Grant Ending Period: **4/30/2018**

Grant Amount: **\$19,749.67**

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

**Funding Agency Contact Information**

Name: **Gary Baker, Prog Manager - TN Emergency Management Agency**

Address: **3041 Sidco Drive, Nashville, TN 37204**

Phone: **615-741-7037**

Fax: **615-532-9222**

Email: **gbaker@tnema.org**

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

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

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

Indirect Cost Availability (Yes/No): **Yes, but not requested by EMA**

Grant Beneficiary: **Emergency Management Agency & Law Enforcement**

Purpose of Grant: **Funding to help with radio purchases for law enforcement, communications on**

**Interoperable Communications Trailer**

**Allowable under the FFY 2017 Homeland Security Grant Program**

Person/Dept Responsible for Grant Program Management: **Scott Smith**

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

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

Grant Requirements for Continuation of Program or Cooperative Agreements:

**Utilized equipment and staff in assisting in Homeland Security issues as they arise.**

**Or/ Mutual Aid to Municipal, Local, State and Federal Governments**

Grant Requirements for Equipment, Ownership & Insurance:

**Track equipment purchased, maintain & insure.**

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

**Maintenance of equipment through budget 101-54410**

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: **11/1/17**



STATE OF TENNESSEE  
Tennessee Emergency Management Agency



2017 HOMELAND SECURITY GRANT PROGRAM APPLICATION

FOR TEMA USE ONLY

Award Date:	<input type="text"/>	TID #:	<input type="text"/>
Grant #:	<input type="text"/>		
Contract #:	<input type="text"/>	Total Award:	<input type="text"/>

TO BE COMPLETED BY PROJECT DIRECTOR

1. County Executive Name and Title: Richard Stewart, Mayor		Phone #:	931-967-2905
County Executive Address:  865 Dinah Shore Blvd. Winchester, TN 37398		Fax #:	931-962-1486
		E-Mail Address:	<input type="text"/>

2. Organization Type (Left Click On Applicable Box)	3. Homeland Security Info:
City <input type="checkbox"/>	District # 6
County <input checked="" type="checkbox"/>	County Franklin

4. Point of Contact Name and Title: Scott Smith, EMD		Phone #:	931-967-4532
Point of Contact Address:  325 George Fraley Blvd. Winchester, TN. 37398		Fax #:	931-967-1464
		E-Mail Address:	ssmith@franklincotr.us

AWARD AMOUNTS

SHSP - State Homeland Security Program	\$	19,749.67
CCP - Citizens Corps Program		<input type="text"/>
MMRS - Metropolitan Medical Response System		<input type="text"/>
UASI - Urban Areas Security Initiative		<input type="text"/>
<b>TOTAL AWARD AMOUNT</b>	<b>\$</b>	<b>19,749.67</b>

SIGNATURES

 County Mayor/County Executive	 Printed Name
 Homeland Security Grant Point of Contact	 Printed Name

PROJECT DETAIL SHEET 2017

**Project Title:** Upgrade Interoperable Communications Trailer

**Investment Justification:** Enhance Interoperable Communications

**National Priority:** Implementation of PPD-8 and the whole community approach to security and emergency management.

**STATE HOMELAND SECURITY STRATEGY**

**Goal from State Strategy:** Strengthen interoperable communications and collaboration capabilities within Tennessee.

**Objectives:** Implement a 700/800 Mhz P25 digital radio system across Tennessee.

**DETAILED PROJECT DESCRIPTION**

Upgrade and maintain communication systems onboard the ICT Trailer. Enhance and maintain the security system currently installed on the ICT trailer. The citizens of Franklin County as well as Homeland Security District-6 will benefit from this project.

**PROJECT FUNDING SOURCE(S)**

<b>SHSP</b>	\$	15,340.67
<b>CCP</b>		
<b>MMRS</b>		
<b>TOTAL FOR PROJECT</b>	\$	15,340.67



PROJECT DETAIL SHEET 2017

**Project Title:** Interoperable Communications

**Investment Justification:** Enhance Interoperable Communications

**National Priority:** Implementation of PPD-8 and the whole community approach to security and emergency management.

**STATE HOMELAND SECURITY STRATEGY**

**Goal from State Strategy:** Strengthen interoperable communications and collaboration capabilities within Tennessee.

**Objectives:** Establish a statewide wireless communications system including 800 MHz "trunked" voice and 700 MHz mobile data capability to enable all agencies within the State to communicate in an interoperable manner.

**DETAILED PROJECT DESCRIPTION**

The project supports both local and regional capabilities for emergency response agencies to talk across disciplines and jurisdictions via radio communications systems, to exchange voice and data with another on demand, in real time, when needed and authorized. Law enforcement will be purchasing radios.

**PROJECT FUNDING SOURCE(S)**

<b>SHSP</b>	\$	4,409.00
<b>CCP</b>		
<b>MMRS</b>		
<b>TOTAL FOR PROJECT</b>	\$	4,409.00

**Franklin County Government Grant Pre-Application Notification Form**

Department or Organization Applying for Grant: **Emergency Management Agency**

Grant/Program Title: **US Dept. Emergency Management Performance Grant 2015**

Grant Beginning Period: **10/1/2016**

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

Grant Amount: **\$38,850.00**

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

**Funding Agency Contact Information**

Name: **Chris Johnson, Director - Middle TN Region - Emergency Management Agency**

Address: **3041 Sidco Drive, Nashville, TN 37204**

Phone: **615-741-7342**

Fax: **615-741-0498**

Email: **cjohnson@tnema.org**

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

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

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

Indirect Cost Availability (Yes/No): **Yes, but not requested by EMA**

Grant Beneficiary: **Emergency Management Agency**

Purpose of Grant: **Funding to help with training, exercises, planning, management, administration & Equipment allowable under the FFY 2018 EM Performance Grant Program**

Person/Dept Responsible for Grant Program Management: **Scott Smith**

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

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

Grant Requirements for Continuation of Program or Cooperative Agreements:

**Utilized equipment and staff in assisting in Homeland Security issues as they arise.**

**Or/ Mutual Aid to Municipal, Local, State and Federal Governments**

Grant Requirements for Equipment, Ownership & Insurance:

**Track equipment purchased, maintain & insure.**

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

**Maintenance of equipment through budget 101-54410**

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**

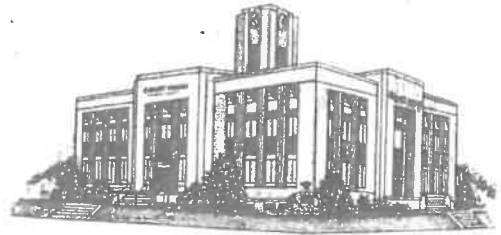
Date: **11/1/17**

**FRANKLIN COUNTY, TENNESSEE**

**EMERGENCY MANAGEMENT AGENCY  
SCOTT SMITH, DIRECTOR**

325 GEORGE FRALEY PARKWAY  
WINCHESTER, TN 37398

OFFICE: (931) 967-4532  
FAX: (931) 967-1464



November 1, 2017

TEMA Middle Region  
Attn: Mr. Chris Johnson  
3041 Sidco Drive  
Nashville, Tennessee 37204

Dear Mr. Johnson:

Franklin County is requesting continuation of EMPG funding for FFY 2018. If any additional funding becomes available please keep us in mind. Please contact me or Scott Smith, EMA Director, if you have any questions and thank you for your consideration in this matter.

Respectfully,

A handwritten signature in cursive script, appearing to read "R. Stewart".

Richard Stewart, Franklin County Mayor

cc: Allen Slater - District Coordinator



## GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

<b>Begin Date</b>	<b>End Date</b>	<b>Agency Tracking #</b>	<b>Edison ID</b>
10/01/2016	06/30/2018	34101-05218	
<b>Grantee Legal Entity Name</b>			<b>Edison Vendor ID</b>
FRANKLIN COUNTY			3890
<b>Subrecipient or Contractor</b>		<b>CFDA # 97.042</b>	
<input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		Grantee's fiscal year end June 30th	
<b>Service Caption (one line only)</b>			
EMERGENCY MANAGEMENT PERFORMANCE GRANT FEDERAL FISCAL YEAR 2017			
<b>Funding —</b>			
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>
2018		38,850.00	
<b>TOTAL:</b>		<b>38,850.00</b>	
			<b>38,850.00</b>
<b>Grantee Selection Process Summary</b>			
<input type="checkbox"/> Competitive Selection			
<input checked="" type="checkbox"/> Non-competitive Selection			
<p style="font-size: small;">This contract is in the best interest of the State. It is in accordance with the Federal Emergency Management Agency, Emergency Management Performance Grant Program, established by the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 U.S.C. § 5121 et seq.), to provide grant funding to assist state emergency management agencies and local emergency management agencies in obtaining the resources required to support the National Preparedness Goal's associated Mission Areas and Core Capabilities. This grant increases the State and local effectiveness by providing the necessary direction, coordination, guidance, and assistance as authorized in this title so that a comprehensive emergency preparedness system exists for all hazards. The Grants are open to all local governments, state agencies, tribal and territorial governments as authorized by Section 652 of the Post Katrina Emergency Management Reform Act (6 U.S.C. § 762) This contract was negotiated with a local governmental entity which follows the state and local procurement laws, federal government Office of Management and Budget (A-87, Principles for State, Local, and Indian Tribal Governments), and in accordance with the Code of Federal Regulations 44.13.36 for procurement.</p>			
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.		CPO USE - GG	
<b>Speed Chart (optional)</b>	<b>Account Code (optional)</b>		
	71301000		

**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY  
AND  
FRANKLIN COUNTY**

This grant contract, ("Grant Contract"), by and between the State of Tennessee, Department of Military, Tennessee Emergency Management Agency, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Franklin County, hereinafter referred to as the "Grantee," is for the provision of pass-through funding to subsidize emergency management, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 3890

**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.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. Each Grant will be in accordance with items outlined in Tennessee Code Annotated (TCA) 58-2-110; et al., the Program Worksheet (PW) as approved by the appropriate Regional Director (RD) of the Tennessee Emergency Management Agency (TEMA) and in coordination with the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GPD) and the local Emergency Management Agency (EMA).
- A.3. Each Grant will incorporate the PW as a part of Attachment 2.
- A.4. Incorporation of Additional Documents. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance under this Grant Contract, the following documents, incorporated by reference or attachment, shall govern in order of precedence as detailed below.
- a. this Grant Contract and all of its attachments and exhibits, excluding the documents listed at b. and c., below;
  - b. the associated grant proposal solicitation, if any, along with any associated amendments; and
  - c. the Grantee's proposal (Attachment 2) incorporated hereto as additional description of the scope of services requirements.
- A.5. The Federal Award Identification Worksheet shall be included as a part of this grant contract and designated as Attachment 3.

**B. TERM OF CONTRACT:**

- B.1. This Grant Contract shall be effective on October 1, 2016 ("Effective Date") and extend for a period of twenty-one (21) months after the Effective Date, thereby ending on June 30, 2018 ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- B.2. Federal Preaward Authority. The Parties acknowledge that the State has the power to expend funds under this Grant Contract in accordance with applicable federal preaward authority.

Federal preaward authority is a system under which recipients of federal grant money may incur certain project costs before the final approval of a federal grant and may retain eligibility for subsequent reimbursement after grant approval. The payment obligations of this Grant Contract may be predicated wholly or in part on the State's exercise of federal preaward authority. By accepting the terms of this Grant Contract, the Grantee acknowledges the following:

- a. With regard to the Grantee's activities prior to the Effective Date of this Grant Contract, only those activities which meet all of the following requirements shall be considered for reimbursement:
  - (1) Activities that are reasonably related to the Scope of Services;
  - (2) Activities in whose absence the Scope of Services could not be completed or performed; and
  - (3) Activities that meet the relevant federal agency's requirements for reimbursement under federal preaward authority.
- b. The Grantee understands the federal preaward authority system and its relation to this Grant Contract.
- c. Preaward authority is not a legal or implied commitment that the work contemplated in this Grant Contract will be approved for federal assistance or that a federal agency will obligate funds. Furthermore, it is not a legal or implied commitment that all items undertaken by the Grantee will be eligible for inclusion in a federally funded project.
- d. It is the Grantee's responsibility to ensure its own compliance with the policies and requirements of the relevant federal agency with regard to the goods or services contemplated in this Grant Contract. The Grantee assumes all risk and is responsible for ensuring that all conditions are met to retain eligibility for federal reimbursement via grant.
- e. To the extent that this Grant Contract is funded through federal preaward authority, the State's obligations under Section C of this Grant Contract shall be void in the event that any of the following occur:
  - (1) the Grantee fails to comply with the grantor federal agency's policies and regulations;
  - (2) the relevant federal agency fails or refuses to finalize a grant; or
  - (3) the relevant federal agency refuses to reimburse specific expenses incurred under preaward authority.
- f. The start date of the State's federal preaward authority is October 1, 2016.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. **Maximum Liability.** In no event shall the maximum liability of the State under this Grant Contract exceed thirty-eight thousand eight hundred fifty and 00/100 (\$ 38,850.00) ("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.
- C.4. **Travel Compensation.** Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. **Invoice Requirements.** The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Emergency Management Agency  
 EMPG Program  
 3041 Sidco Drive  
 Nashville, TN 37204

- 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 Military, Tennessee Emergency Management Agency.
  - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
  - (7) Grantee Name.
  - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
  - (9) Grantee Remittance Address.
  - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
  - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
    - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
    - ii. The amount reimbursed by Grant Budget line-item to date.
    - iii. The total amount reimbursed under the Grant Contract to date.
    - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
  - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
  - (3) An Invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

- C.6. Budget Line-item: Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
  - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
  - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
  - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.



- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
  - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.
- D. **STANDARD TERMS AND CONDITIONS:**
- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying,"

"Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
  - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

**The State:**

Bill Worth, Director  
East TN Region  
803 N. Concord St.  
Knoxville, TN 37919  
[bill.worth@tn.gov](mailto:bill.worth@tn.gov)  
Phone #: (865) 594-5664  
FAX #: (865) 594-5668

Chris Johnson, Director  
Middle TN Region  
3041 Sidco Drive  
Nashville, TN 37204  
[chris.w.johnson@tn.gov](mailto:chris.w.johnson@tn.gov)  
Phone #: (615) 741-7342  
FAX #: (615) 741-0498

Jane Waldrop, Director  
West TN Region  
1510 R. E. Bailey Bypass  
Jackson, TN 38302  
[jane.waldrop@tn.gov](mailto:jane.waldrop@tn.gov)  
Phone #: (731) 422-3300  
FAX #: (731) 423-6621

**The Grantee:**

Richard Stewart, County Mayor  
 Franklin County  
 855 Dinah Shore Boulevard  
 Winchester, TN 37398  
[richard.stewart@franklincotn.us](mailto:richard.stewart@franklincotn.us)  
 Telephone #: (931) 967-2905  
 FAX #: (931) 962-0194

**Point of Contact**

Scott Smith, EMA Director  
 Franklin County EMA  
 231 Wilton Circle  
 Winchester, TN 37398  
[fcema@franklincotn.us](mailto:fcema@franklincotn.us)  
 Telephone #: (931) 967-4532  
 FAX #: (931) 967-1464

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

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

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

Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

- c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

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

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at [fa.audit@tn.gov](mailto:fa.audit@tn.gov). At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. For purposes of this Section, pass-through entity means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program.

The Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury ("Comptroller") if during the Grantee's fiscal year, the Grantee: (1) expends seven hundred fifty thousand dollars (\$750,000) or more in direct and indirect federal financial assistance and the State is a pass-through entity; (2) expends seven hundred fifty thousand dollars (\$750,000) or more in state funds from the State; or (3) expends seven hundred fifty thousand dollars (\$750,000) or more in federal financial assistance and state funds from the State, and the State is a pass-through entity. At least ninety (90) days before the end of its fiscal year, the Grantee shall complete Attachment 4 to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed Notice of Audit Report document during the Grantee's fiscal year. Any Grantee that is subject to an audit and so indicates on Attachment 4 shall complete Attachment 5. If the Grantee is subject to an audit, Grantee shall obtain the Comptroller's approval before engaging a licensed, independent public accountant to perform the audit. The Grantee may contact the Comptroller for assistance identifying auditors.

All audits shall be performed in accordance with the Comptroller's requirements, as posted on its web site. When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

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

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

- 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. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds

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

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing

such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Manufacturer's serial number or other identification number, when applicable;
- c. Consecutive inventory equipment or motor vehicles tag identification;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- 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/textidx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/textidx?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 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. Compliance With Title VI of the Civil Rights Act of 1964. The Grantee agrees to comply with the provisions contained in Title VI of the 1964 Civil Rights Act (42 U.S.C. 2000d), and any federal regulations specific to the funding of this grant. The Grantee further agrees to complete and return a self-compliance report as provided by the Grantor.
- E.4. 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.5. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.
- E.6. 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.7. Federal Funding Accountability and Transparency Act (FFATA). This Grant requires the Grantee to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.
- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
- i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 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 section 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>).

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 is awarded.
  - c. If this Grant 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 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. 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 for which the State may terminate this Grant 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.8 Compliance With National Incident Management System (NIMS). The Grantee will be in compliance with NIMS Standards established by the U.S. Department of Homeland Security and the Federal Emergency Management Agency authorized by Homeland Security Presidential Directive 08 (HSPD-08). The Grantee agrees that it has met NIMS compliance standards. The Grantee further agrees to complete within the announced suspense date the NIMS Implementation yearly survey.

IN WITNESS WHEREOF,

FRANKLIN COUNTY:



11/1/17

GRANTEE SIGNATURE

DATE

RICHARD STEWART, COUNTY MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY:

MG TERRY M. HASTON, THE ADJUTANT GENERAL,  
MILITARY DEPARTMENT

DATE

I certify that this entity meets Civil  
Rights Title VI compliance.

Signature

Date

Reviewed by Dept. of Military Civil Rights Title VI Officer

## ATTACHMENT 1

Page 1

<b>GRANT BUDGET</b>				
<b>GRANTEE NAME: FRANKLIN COUNTY EMERGENCY MANAGEMENT PERFORMANCE GRANT 2017</b>				
<b>The Grant Budget line-item amounts below shall be applicable only to expenses incurred during the following applicable period:</b>				
<b>BEGIN: 10/01/2016</b>		<b>END: 06/30/2018</b>		
<b>POLICY 03 Object Line-Item Reference</b>	<b>EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup></b>	<b>GRANT CONTRACT</b>	<b>GRANTEE MATCH</b>	<b>TOTAL PROJECT</b>
1, 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award <sup>2</sup>	38,850.00	38,850.00	77,700.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11, 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest <sup>2</sup>	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation <sup>2</sup>	0.00	0.00	0.00
18	Other Non-Personnel <sup>2</sup>	0.00	0.00	0.00
20	Capital Purchase <sup>2</sup>	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
n/a	Grantee Match Requirement (for any amount of the required Grantee Match that is <u>not</u> specifically delineated by budget line-items above)	0.00	0.00	0.00
25	<b>GRAND TOTAL</b>	<b>38,850.00</b>	<b>38,850.00</b>	<b>77,700.00</b>

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*, (posted on the internet at: <http://www.state.in.us/finance/act/documents/policy3.pdf>).

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

<sup>3</sup> A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

**ATTACHMENT 1****Page 2****GRANT BUDGET LINE-ITEM DETAIL:**

<b>PROFESSIONAL FEE, GRANT &amp; AWARD</b>	<b>AMOUNT</b>
FUNDING OF TRAINING, EXERCISES, PLANNING, MANAGEMENT & ADMINISTRATION AND EQUIPMENT PURCHASES ALLOWABLE UNDER THE FFY 2017 EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) PROGRAM	38,850.00
<b>TOTAL</b>	<b>38,850.00</b>



2017 Program Worksheet Franklin County

<i>Task/Program Elements</i>	<i>Projected Quarter Completion</i>
<b>EMAP STANDARD 3.1 – Program Administration, Plans &amp; Evaluation</b>	
<ul style="list-style-type: none"> <li>Review Basic Emergency Operations Plan annually and update as required.</li> </ul>	4 <sup>th</sup> Quarter
<ul style="list-style-type: none"> <li>Annual Program Worksheet is completed and signed by County Emergency Management Director.</li> </ul>	1 <sup>st</sup> Quarter
<b>EMAP STANDARD 3.2 – Program Coordinator</b>	
<ul style="list-style-type: none"> <li>Current letter of appointment is on file with TEMA.</li> </ul>	1 <sup>st</sup> Quarter
<ul style="list-style-type: none"> <li>Director or designee will attend regional directors' meetings</li> </ul>	On Occurrence
<b>EMAP STANDARD 3.3 – Advisory Committee</b>	
<ul style="list-style-type: none"> <li>EM Advisory Committee meet on a regular basis and includes the "whole community" approach to EM. (if applicable)</li> </ul>	On Occurrence
<b>EMAP STANDARD 4.1 – Administration and Finance</b>	
<ul style="list-style-type: none"> <li>Submit Staffing Pattern and Salary and Benefits form to the regional office with a letter from County Mayor requesting EMPG funding for the next FFY by 30 June.</li> </ul>	3 <sup>rd</sup> Quarter
<ul style="list-style-type: none"> <li>Ensure all files relating to emergency management funding and activities are current and open for review.</li> </ul>	Quarterly
<ul style="list-style-type: none"> <li>Submit Quarterly Activity Reports by the 15<sup>th</sup> day of each new federal fiscal quarter to the Regional Office.</li> </ul>	Quarterly
<ul style="list-style-type: none"> <li>Submit quarterly Funding Certification with supporting documentation by the 15<sup>th</sup> day of each new federal fiscal quarter to the Regional Office.</li> </ul>	Quarterly
<b>EMAP STANDARD 4.2 – Laws and Authorities</b>	
<ul style="list-style-type: none"> <li>Review the Local Ordinance/Executive Order that established the Local EMA Office and up-date the document as needed to remain in compliance with the TCA, Title 58-Chapter 2, Part 1 (Disasters, Emergencies and Civil Defense.)</li> </ul>	1 <sup>st</sup> Quarter
<b>EMAP STANDARD 4.3 – Hazard Identification &amp; Risk Assessment</b>	
<ul style="list-style-type: none"> <li>Review the counties Hazard and Vulnerability Assessment and make adjustments as needed.</li> </ul>	3 <sup>rd</sup> Quarter
<b>EMAP STANDARD 4.4 – Hazard Mitigation</b>	
<ul style="list-style-type: none"> <li>Review and update Hazard Mitigation Plan as needed/required</li> </ul>	3 <sup>rd</sup> Quarter
<b>EMAP STANDARD 4.5 – Prevention and Security</b>	
<ul style="list-style-type: none"> <li>Be an active member of the Homeland Security District; attend meetings and insure the county is meeting district goals and objectives.</li> </ul>	Quarterly
<b>EMAP STANDARD 4.6 – Planning</b>	
<ul style="list-style-type: none"> <li>Review and update Annex and ESFs to the BEOP as required</li> </ul>	4 <sup>th</sup> Quarter
<ul style="list-style-type: none"> <li>Attend LEPC meetings and provide a copy of each LEPC meeting minutes to the Regional Office</li> </ul>	On Occurrence



<b>EMAP STANDARD 4.7 – Incident Management</b>	
<ul style="list-style-type: none"> <li>Report incidents and missions to the SEOC/SWP and/or regional office in a timely manner.</li> </ul>	On Occurrence
<ul style="list-style-type: none"> <li>Note mission and incident and other EM activities in the quarterly report.</li> </ul>	Quarterly
<ul style="list-style-type: none"> <li>Utilize TEMA’s WebEOC as a disaster management/information tool</li> </ul>	On occurrence
<b>EMAP STANDARD 4.8 – Resource Management and Logistics</b>	
<ul style="list-style-type: none"> <li>Develop/update Resource management SOG for the County</li> </ul>	1 <sup>st</sup> Quarter
<b>EMAP STANDARD 4.9 – Mutual Aid</b>	
<ul style="list-style-type: none"> <li>Review Established procedures for requesting and receiving Mutual Aid Resources based local agreements and state law.</li> </ul>	4 <sup>th</sup> Quarter
<b>EMAP STANDARD 4.10 – Communications and Warning</b>	
<ul style="list-style-type: none"> <li>Test local communications and warning systems on a regular basis.</li> </ul>	Monthly
<ul style="list-style-type: none"> <li>Establish connectivity with Tennessee Early Warning Advisory System (TEWAS) to the 24-hour warning point and check monthly.</li> </ul>	Monthly
<ul style="list-style-type: none"> <li>Update key elected and appointed officials contact list using state provided format on a quarterly basis.</li> </ul>	Quarterly
<b>EMAP STANDARD 4.11 – Operations and Procedures</b>	
<ul style="list-style-type: none"> <li>Ensure operational checks are performed on all assigned radiological detection equipment.</li> </ul>	Quarterly
<ul style="list-style-type: none"> <li>Review and update operational checklist for EOC activation.</li> </ul>	2 <sup>nd</sup> Quarter
<ul style="list-style-type: none"> <li>Review and update operational checklists for CRP and POD operations</li> </ul>	2 <sup>nd</sup> Quarter
<b>EMAP STANDARD 4.12 – Facilities</b>	
<ul style="list-style-type: none"> <li>Ensure the program has a primary and alternate facility identified and capable of coordinating and supporting sustained response and recovery operations.</li> </ul>	1 <sup>st</sup> Quarter
<b>EMAP STANDARD 4.13 – Training</b>	
<ul style="list-style-type: none"> <li>Develop a Multi-Year Training Plan (2 year)</li> </ul>	4 <sup>th</sup> Quarter
<ul style="list-style-type: none"> <li>Complete the annual NIMS reporting tool as required</li> </ul>	As required
<ul style="list-style-type: none"> <li>Maintain records on NIMS requirements and encourage all agencies to meet the training objectives.</li> </ul>	Quarterly
<ul style="list-style-type: none"> <li>Demonstrate a good faith effort in coordinating and conducting required NIMS training for EM personnel in accordance with NIMS recommendations</li> </ul>	3 <sup>rd</sup> Quarter
<ul style="list-style-type: none"> <li>Coordinate and conduct specialty, hazardous materials and general emergency management training for the jurisdiction’s response personnel.</li> </ul>	As required
<ul style="list-style-type: none"> <li>Director or designee attends the TEMA/EMAT Annual Training Workshop.</li> </ul>	On Occurrence





2017 Program Worksheet Franklin County

<p><b>Note:</b> Should the Director or designee not be able to attend due to unforeseen circumstances, an extraordinary circumstance statement should be submitted to the Regional Administrator before the conference date.</p> <ul style="list-style-type: none"> <li>• Complete WebEOC Training</li> <li>• Complete Damage Assessment/Initial Impact Assessment Training</li> <li>• Emergency Management Director and paid staff receiving EMPG funding must complete the Independent Study Professional Development Series courses and complete the basic NIMS training as required.</li> </ul>	<p>2<sup>nd</sup> Quarter 2<sup>nd</sup> Quarter  Quarterly</p>
<b>EMAP STANDARD 4.14 – Exercises, Evaluations and Corrective Actions</b>	
<ul style="list-style-type: none"> <li>• Complete/update the multi-year exercise plan based on local hazards.</li> <li>• EMPG funded positions will participate in a minimum of 3 exercises and submit required documentation as required by EMPG Guidance</li> <li>• Local EMA to participate with Severe Weather Awareness Week activities.</li> <li>• TEMA's Exercise Report Form will be used for exercise reporting. (An actual occurrence may NOT be substituted for an exercise.</li> </ul>	<p>4<sup>th</sup> Quarter  Quarterly  2<sup>nd</sup> Quarter  On Occurrence</p>
<b>EMAP STANDARD 4.15 – Crisis Communications, Public Education and Information</b>	
<ul style="list-style-type: none"> <li>• Provide public education, information programs and presentations that provide education and information through the whole cycle of emergency management: preparedness, response, recovery and mitigation.</li> </ul>	<p>As requested</p>

Scott Smith  
(Print) Local Director

  
Signature

1-11-17  
Date

Allen Slater  
(Print) District Coordinator

  
Signature

1-11-17  
Date

Chris Johnson  
(Print) Regional Administrator

  
Signature

2-2-2017  
Date Approved

## ATTACHMENT 3

**Federal Award Identification Worksheet**

Subrecipient's name (must match registered name in DUNS)	Franklin County
Subrecipient's DUNS number	001110634
Federal Award Identification Number (FAIN)	EMA-2017-EP-00008-S01
Federal award date	07/25/2017
CFDA number and name	97.042
Grant contract's begin date	10/01/2016
Grant contract's end date	06/30/2018
Amount of federal funds obligated by this grant contract	38,850.00
Total amount of federal funds obligated to the subrecipient	Consolidate data not available
Total amount of the federal award to the pass-through entity (Grantor State Agency)	6,897,557.00
Name of federal awarding agency	U.S. Department of Homeland Security
Name and contact information for the federal awarding official	Sharrie Abrams, Assistance Officer FEMA Region IV 3003 Chamblee Tucker Road Atlanta, GA 30341
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

**Franklin County Government Grant Pre-Application Notification Form**

Department or Organization Applying for Grant: **Franklin County Solid Waste**  
 Grant/Program Title: **TDEC "Organics Management Grant Program"**  
 Grant Beginning Period: **12/4/2017**  
 Grant Ending Period: **12/3/2022**  
 Grant Amount: **\$108,230**  
 Funding Agency (i.e. State, Federal, Private): **Federal through State**

**Funding Agency Contact Information**

Name	<b>Loretta Harrington, Grants Program Manager, TN Dept of Env. &amp; Cons, Div. Solid Waste Man.</b>
Address	<b>312 Rosa L. Parks Ave, 14<sup>th</sup> Floor, Nashville, TN 37243</b>
Phone	<b>615-532-0086</b>
Fax	<b>615-532-0199</b>
Email	<b><a href="mailto:Loretta.Harrington@tn.gov">Loretta.Harrington@tn.gov</a></b>

Funding Percentage or Match (i.e.100% or 75%/25%): **66/33% = \$72,154 Fed/ \$36,076 Local Match**  
 Funding Type (Revenue Advanced or Reimbursed): **Reimbursed**  
 Ongoing Funding Requirements(Yes/No & Length Required): **Yes maintenance of equipment**  
 Indirect Cost Availability (Yes/No): **No**  
 Grant Beneficiary: **Franklin County Citizens & Solid Waste Dept**  
 Purpose of Grant: **Purchase Qty 1 – Wood Chipper**

Person/Dept Responsible for Grant Program Management: **William Anderson**  
 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:  
**Yes, provide collection site & maintain**

Grant Requirements for Equipment, Ownership & Insurance:  
**Add to inventory and maintain.**

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

Grant Requirements for Employment or Contracted Services:  
**n/a**

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

Approving Official Signature: **Richard Stewart** Date: **10/25/17**

## **TDEC Composting Grant Fiscal Year 2018**

Dear Mayor Stewart:

It is a pleasure to offer you the **Organics Management Grant Contract for Fiscal Year 2018**. In an attempt to expedite the processing of your Organics Management Grant Contract, it is being sent to you electronically through one of the attachments included with this e-mail. Review the grant contract document fully before signing and dating.

If you have questions regarding the scope of services, general grant conditions or the budget and funding proposed, call me immediately.

Please sign and return a scanned copy to the e-mail address listed below. Return one signed copy to us along with the completed ACH form and a voided check or deposit slip.

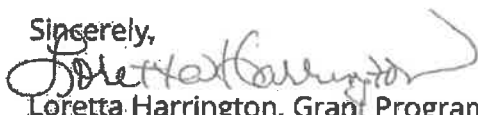
**Please return this grant contact to our office as soon as possible, but no later than November 1, 2017 in order to be fully executed by the start date of December 4, 2017. If you must present this grant to your county commission for approval, please let us know the date this will be put on the agenda.**

**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).**

We are scheduling meetings after the contract is completely executed to overview the requirements of the Organics Management Grant Contract. It is extremely important that you or your designee attend to fully understand your responsibilities relative to this grant contract. Also, this is a requirement according to section **A.2. Scope of Services and Deliverables, Project Pre-Implementation Meeting.**

If for any reason you have difficulty in opening or printing this document, please contact Reba Butler, Grant Coordinator West TN (615) 532-0219 or by email at [Reba.Butler@tn.gov](mailto:Reba.Butler@tn.gov) or Eriel Edwards, Grant Coordinator East TN 615-741-8890 or by email at [Eriel.Edwards@tn.gov](mailto:Eriel.Edwards@tn.gov).

Sincerely,



Loretta Harrington, Grant Program Manager  
Department of Environment and Conservation  
Division of Solid Waste Management





**GOVERNMENTAL GRANT CONTRACT**

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

<b>Begin Date</b> December 4, 2017	<b>End Date</b> December 3, 2022	<b>Agency Tracking #</b> 32701-03263	<b>Edison ID</b> 56594
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<b>Grantee Legal Entity Name</b> FRANKLIN COUNTY	<b>Edison Vendor ID</b> 000000025
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<b>Subrecipient or Contractor</b> <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor	<b>CFDA #</b>  <b>Grantee's fiscal year end June 30, 2018</b>
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**Service Caption (one line only)**  
Department of Environment and Conservation – Organics Management

<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Grant Contract Amount</b>
FY18	\$108,230.00				\$108,230.00
<b>TOTAL:</b>	<b>\$108,230.00</b>				<b>\$108,230.00</b>

<b>Grantee Selection Process Summary</b>	
<input checked="" type="checkbox"/> Competitive Selection	The Organics Management Grant program is a competitive program wherein all eligible entities are solicited and the grant contracts are funded based on technical merit of the submitted application.
<input type="checkbox"/> Non-competitive Selection	

<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.  	<b>CPO USE - GG</b>  
<b>Speed Chart (optional)</b> EN00016386	<b>Account Code (optional)</b> 71301000

**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF ENVIRONMENT AND CONSERVATION  
AND  
FRANKLIN COUNTY**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Environment and Conservation, Division of Solid Waste Management hereinafter referred to as the "State" or the "Grantor State Agency" and Franklin County, hereinafter referred to as the "Grantee," is for the provision of establishing, upgrading, or promoting an organics management operation supporting Objective 4 of the 2015-2025 Solid Waste and Materials Management Plan, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 0000000025

**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. Project Pre-Implementation Meeting. The Grantee shall attend a mandatory pre-implementation project review meeting wherein grant contract expectations and contract scopes will be reviewed, explained, and a presentation of accountability for attaining said expectations shall be explained before any work can commence.
- A.3. Permissible Exceptions. The Grantee shall put forth the best effort to meet timeline deadlines and deliverable expectations, but should it be necessary, the State may alter and modify deliverable expectations to a mutually agreed new timeline so long as there is no major impact to the general scope of services and final deliverables. The Grantee shall request such an alteration or modification in writing to revise dates relative to this project timeline due to unforeseen circumstances. Approval from the State must be in writing and certified prior to extending or modifying dates in the scopes of services.
- A.4. Title VI Certification. The Grantee shall submit a Title VI survey and Title VI Training Verification to the State provided to the Grantee by the State, or by using these forms posted on the State's website located at <http://www.tn.gov/environment/topic/opsp-title-vi-and-environmental-justice> within thirty (30) days of contract execution and before requesting grantee's first payment. After submission of the Title VI survey and Title VI Training Verification, the State shall review the Grantee's financial solvency and accountability procedures.
- A.5. Permits. If the proposed grant project requires solid waste permitting as described in Tennessee Rules Chapter 0400-11-01, the Grantee shall apply for appropriate Grantor State Agency permits. Grantor State Agency staff will provide technical assistance, as requested, to aid in this requirement. In addition, the Grantee is responsible for all applicable state, regional, and local permitting and zoning requirements and must comply with these standards if applicable. If permits outside of those issued by the Grantor State Agency are required, the State may request proof of successful adherence and approval for said permits.

If a permit is required:

- a. The Grantee must apply for permit within three (3) months of receiving executed contract.
- b. The Grantee cannot proceed or use funds until permit is issued for the proposed site(s).
- c. During the permitting process the Grantee can work on and submit scope A.5. documentation.
- d. The Grantee must apply for all appropriate zoning and construction permits needed for this project.

- A.6. **Planning.** The Grantee shall submit details, project plans and specification on all proposed new activities within three (3) months of receiving the executed contract for approval by Grantor State Agency staff.
- a. Such plans shall include, but are not limited to: location, expenses for location, staff requirements, shelters and other facilities for attendants, transportation arrangements, storage requirements, feedstock sources, etc.
  - b. A timetable for this project should specify key milestones such as appropriate bidding process, construction start date or date of project commencement, installation of equipment (if applicable), and completion date.
  - c. Submit bid package for approval within 60 days of permit approval in accordance with local government bidding practices. No purchases will be funded until approved by Grantor State Agency staff.
  - d. Proposed operational plan must include hours of operation, organic materials targeted, and staffing cost.
- A.7. **Preparation for Requested Items/Equipment.** The Grantee shall make all necessary preparations in accordance with approved project timeline for arrival of items and/or equipment requested under the grant application process. Preparation must be in compliance with all local, state and federal rules and statutes. Additionally, if a permit is required for operations, Grantee must comply with permit conditions for site preparation.
- a. Inspection of site must be completed by Grantor State Agency technical staff prior to proceeding with scope A.8. to ensure Grantee is ready for installation of all necessary items and/or equipment requested under the grant application process.
- A.8. **Installation.** The Grantee shall proceed with installations after scopes A.5., A.6., and A.7. have been completed and approved by Grantor State Agency staff.
- a. Installation shall be in accordance with the approved project plan timeline in scope A.6. Unless approved in writing with necessary justification.
  - b. Contractor will order items and/or equipment within thirty (30) business days of receiving approval of bid packages.
  - c. Items and/or equipment shall be installed promptly upon receiving on site.
  - d. Upon completion of each key milestone in Grantee's project plans identified in A.6.(b) above, Grantee shall notify Grantor State Agency. Grantor State Agency may, but is not obligated to, inspect the work to ensure Grantee has satisfactorily met each key milestone to Grantor State Agency's satisfaction and in accordance with the project plans and specifications.
- A.9. **Staffing and Operation Manual.** The Grantee shall develop and print operation manuals for operations and procedures associated with activities funding by the grant.
- a. Train staff in operation, use of items, equipment, and then establish and implement a program to retain training files for term of grant. Grantees requesting equipment for composting or anaerobic digestion operations shall be certified in composting by a nationally recognized organization like SWANA or the US Composting Council within 6 months of receiving the grant for operational facilities. The Grantee will train and certify new employees within the same noted six-month timeframe.
  - b. Provide appropriate signage for safety, usage, and operational guidelines.
  - c. Develop and print educational materials and provide to the public on the benefits of the facility or project.
- A.10. **Final Inspection for Equipment Based Grant.** The Grantee shall contact the Grantor State Agency for final inspection once scopes A.1.-A.9. are completed, the project is ready for operation and, if applicable, meets the terms of a permit. If the Grantee received equipment as a result of the grant all terms below apply.



- a. All equipment must be entered into county inventory and identified with appropriate tags.
  - b. All equipment serial numbers must be easily accessed and match inventory control.
  - c. All equipment must be operational at time of final inspection.
  - d. All equipment must be routinely maintained, cleaned and serviced with accessible maintenance logs for the duration of grant and in accordance per the five year service plan.
- A.11. Final Inspection for Education and Outreach Based Grant. The Grantee shall contact the Grantor State Agency for final inspection once scopes A.1.-A.9. are completed and the project is ready for operation. As part of the Staffing and Operation Manual, education and outreach based projects must include sections inventorying, if applicable, all items awarded as part of this grant, maintenance schedules for these items, plans for long term upkeep, and other beneficial information that will help preserve the integrity of the items and equipment received as a result of the grant.
- A.12. Reporting. The Grantee shall report the amount of organic material managed, in terms of materials recovered and diverted, or if the project is education based, the number of citizens and households impacted by the project. The Grantee shall report to the local solid waste region this information for inclusion in Region's Annual Progress Report (APR). The Grantee shall submit to the Region by March 1 of each year for the previous calendar year. The Region will submit the APR to the Grantor State Agency no later than March 31 of each calendar year during the term of this grant.
- a. Grantee(s) must agree to report the above referenced required information to their respective Region for inclusion in their APR for two years after the contract end date.
- A.13. Signage. The Grantee shall post a sign of at least 1" Letters in a prominent location stating "This project was funded under an organics management grant from the Tennessee Department of Environment and Conservation."
- A.14. Safety. The Grantee agrees to operate all equipment in accordance with the manufacturer's operational standards. The Grantee further agrees not to modify or defeat safety devices, appurtenances, and procedures engineered by the manufacturer to protect operators and bystanders.
- B. TERM OF CONTRACT:**
- This Grant Contract shall be effective on December 4, 2017 ("Effective Date") and extend for a period of Sixty (60) 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 Eight Thousand Two Hundred Thirty Dollars(\$108,230.00) ("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.

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:

Department of Environment and Conservation  
 Division of Solid Waste Management (Grants Administration)  
 William R. Snodgrass Tennessee Tower, 14<sup>th</sup> Floor  
 312 Rosa L. Parks Avenue  
 Nashville, TN 37243

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

- (1) Invoice/Reference Number (assigned by the Grantee).
- (2) Invoice Date.
- (3) Invoice Period (to which the reimbursement request is applicable).
- (4) Grant Contract Number (assigned by the State).
- (5) Grantor: Tennessee Department of Environment and Conservation, Division of Solid Waste Management, Materials Management 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. 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 one percent (1%) 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 sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
  - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
  - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
  - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. **Indirect Cost.** Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. **Cost Allocation.** If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. **Payment of Invoice.** A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. **Non-allowable Costs.** Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. **State's Right to Set Off.** The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

C.13. **Prerequisite Documentation.** The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
- b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. **Required Approvals.** The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. **Termination for Convenience.** The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. **Termination for Cause.** If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. **Subcontracting.** The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. **Conflicts of Interest.** The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages,

compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

**D.7. Lobbying.** The Grantee certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Loretta Harrington, Grant Program Manager  
 Department of Environment and Conservation  
 Division of Solid Waste Management, Materials Management Grant Program  
 William R. Snodgrass Tennessee Tower, 14<sup>th</sup> Floor  
 312 Rosa L. Parks Avenue  
 Nashville, TN 37243  
 Loretta.Harrington@tn.gov  
 Telephone # 615-532-0086  
 FAX # 615-532-0199

The Grantee:

The Honorable Richard Stewart, Mayor  
 Franklin County  
 855 Dinah Shore Boulevard, Suite #3  
 Winchester, TN 37398  
 richard.stewart@franklincotn.us  
 Telephone # 931-967-2905

FAX # 931-962-0194

Grantee Technical Contact:

William Anderson  
 419 Joyce Lane  
 Winchester, TN 37398  
 william.anderson@franklincotn.us  
 Telephone #: 931-967-1139  
 FAX #: 931-962-1468

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

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

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

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

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

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

- D.13. **Public Notice.** All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

- D.14. **Licensure.** The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

- D.15. **Records.** The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

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

- D.16. **Monitoring.** The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. **Progress Reports.** The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. **Annual and Final Reports.** The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at [fa.audit@tn.gov](mailto:fa.audit@tn.gov). At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment 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 2.
- 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. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the

State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Manufacturer's serial number or other identification number, when applicable;
- c. Consecutive inventory equipment or motor vehicles tag identification;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment

or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)

D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. 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. Grantee Participation. Grantee Participation amounts detailed in the Grant Budget are intended as a goal for the total project, and the amount of actual Grantee Participation expenditures will not impact the maximum amounts reimbursable to the Grantee as detailed by the Grant Budget column, "Grant Contract."

E. 3. If for any reason, the Grantee fails to comply with the provision of Section A.1. through A.14. of this grant contract, the Grantee shall refund to the State the appropriate share of funding as indicated in the following table:

Up to One (1) Year from Date of Purchase of Equipment	
Purchase from third-party vendor	100% of Funding
Year 2	80%
Year 3	60%
Year 4	40%
Year 5	20%

IN WITNESS WHEREOF,

FRANKLIN COUNTY:

 10-25-17  
GRANTEE SIGNATURE DATE

RICHARD STEWART, MAYOR

PRINTED NAME AND TITLE (as above)

DEPARTMENT OF ENVIRONMENT AND CONSERVATION:

\_\_\_\_\_  
ROBERT J. MARTINEAU, JR., COMMISSIONER DATE



**ATTACHMENT 1**

**Page 2**

**GRANT BUDGET LINE-ITEM DETAIL:**

<b>CAPITAL PURCHASE</b>	<b>AMOUNT</b>
One (1) Wood Chipper @\$108,230.00 each	\$108,230.00
<b>TOTAL</b>	<b>\$108,230.00</b>

## ATTACHMENT 2

## Parent Child Information

***The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.***

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

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

Grantee's Edison Vendor ID number:

Is Grantee Legal Entity Name a parent? Yes  No

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

Is Grantee Legal Entity Name a child? Yes  No

If yes, complete the fields below.

Parent entity's name: Franklin County Government, TN

Parent entity's tax identification number: 62-6000595

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

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

Parent entity's contact information

Name of primary contact person: Andrea L. Smith, Finance Director

Address: PO Box 518 - 851 Dinah Shore Blvd., Winchester, TN 37398

Phone number: 931-967-1279

Email address: andrea.smith@franklincountyfinance.com

Parent entity's Edison Vendor ID number, if applicable: 25

**RESOLUTION # 8e-1217**  
**RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH**  
**HERITAGE ENVIRONMENTAL SERVICES, LLC**

**WHEREAS**, the Franklin County Solid Waste has proposed that a contract be entered into between Heritage Environmental Services, LLC and Franklin County Solid Waste. A copy of said contract being attached hereto as Exhibit "A"; and


**WHEREAS**, Franklin County Solid Waste has recommended that said contract be entered into for the hauling and shipping of wood waste material generated by Nissan; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of County Commissioners of Franklin County, Tennessee, meeting in its regular session on this 4<sup>th</sup> day of December, 2017, that the Franklin County Mayor Richard Stewart is hereby authorized to execute on behalf of Franklin County, Tennessee and Franklin County Solid Waste a contract with Heritage Environmental Services, LLC, a copy of which is attached hereto as Exhibit "A" and made a part hereof. Said contract to be executed immediately, to take effect no later than January 1, 2018.

**BE IT RESOLVED** that this Resolution shall take effect immediately upon its passage.

ADOPTED this 4<sup>th</sup> day of December, 2017.


APPROVED:

  
Richard Stewart, Mayor

APPROVED:

  
Eddie Clark, Chair of Commission

ATTEST:

  
Phillip Custer, County Clerk

**RESOLUTION SPONSORED BY:** Finney and Van Bus Kirk

**MOTION TO ADOPT:** VanBusKirk **SECOND:** Finney

**VOTES:** AYES: 14 NAYS: 0

**DECLARATION:** Approved





## RECYCLING TERMS AND CONDITIONS - CONFIDENTIAL

This Recycling Terms and Conditions Agreement ("Agreement") is entered into as of this 20<sup>th</sup> day of November, 2017 by and between **Heritage Environmental Services, LLC and its Subsidiaries and Affiliates** having offices at 5400 W. 86<sup>th</sup> Street Indianapolis, Indiana 46268 ("Heritage"), and **Franklin County Solid Waste and its Subsidiaries and Affiliates** having offices at 419 Joyce Lane, Winchester, TN 37398 ("Contractor") waste management services to be performed under the following terms and conditions.

Contractor acknowledges that hazardous materials and wastes may be present in work areas involved in the performance of this Agreement and that applicable laws and regulations require specialized training and/or the use of personal protective equipment for entry into designated portions of Heritage or its customers' premises. Contractor shall be solely responsible for ensuring its employees, agents and/or subcontractors are trained and equipped in accordance with said laws and regulations.

**1. Contract.** This Agreement along with the Supplier Registration Document in Exhibit A constitutes the entire contract between Contractor and Heritage concerning its subject matter and no contrary or additional conditions, amendments or supplements shall have any affect without Heritage's written approval.

**2. Composition of Materials.** A description of the waste materials or reference thereto, shall be included within or shall accompany each Purchase Agreement, and shall set forth the composition, including a general description of the chemical components, and the percentage composition of each such component, or the relative mixture thereof ("Materials"). The percentage composition may be stated in ranges (e.g., 10%-20%) to the extent acceptable to Heritage.

**3. Commitment.** Unless expressly provided otherwise in writing, Heritage offers no guarantee of any volume of business in quantity or dollars, nor of exclusive utilization of Contractor's services provided hereunder.

**4. Tender of Delivery.** Heritage shall tender delivery of the Materials to Contractor at those times and places, in those quantities, and in the manner specified in Heritage's Purchase Agreements or any other notification or request from Heritage to provide services.

**5. Acceptance of Delivery.** Acceptance of delivery shall be deemed to have occurred when the Materials have been loaded on to Contractor's transportation vehicle, or when received at Contractor's facility, as applicable, whichever occurs first, accompanied by all manifests or shipping papers required for delivery and/or transportation of such Materials, all in compliance with this Agreement and with applicable laws, statutes, rules, regulations and ordinances. Contractor has acknowledged receipt by signing the manifest and/or bill of lading or other applicable shipping paper(s).

- a) Contractor shall accept any Materials which are in conformance with and which has been tendered in conformance with this Agreement, and may accept nonconforming Materials as provided in Paragraph 5(d). Failure of Contractor to reject the Materials, or any unit thereof, as provided in Paragraph 5(d) or Paragraph 8 shall be deemed acceptance of all tendered Materials.
- b) Except as is otherwise provided herein, upon acceptance of the Materials, Contractor shall be precluded from revoking its acceptance of those Materials accepted. If acceptance of any unit of Materials was made with actual knowledge of nonconformity, Contractor shall be precluded from revoking its acceptance of such unit because of such nonconformity.
- c) Non-Conforming Materials shall be defined as any materials which, in the reasonable determination of Contractor: (i) is not in accordance with the descriptions, limitations, specifications stated in or contains constituents not accurately referenced or identified in the Purchase Agreement, Wastestream Profile (as applicable) or any other document attached thereto or referenced therein.
- d) Contractor shall only have the right to revoke its acceptance of Non-Conforming Materials previously accepted by it if each of the following conditions (i) through (iv) are met: (i) Contractor has accepted the Materials without actual knowledge of the nonconformity, (ii) Contractor is not lawfully permitted to store or dispose of such Non-Conforming Materials, (iii) Contractor cannot arrange for lawful storage, treatment, or disposal of

such Non-Conforming Materials elsewhere in the continental United States upon terms and at a location acceptable to Heritage, and (iv) Contractor has no alternative for the lawful disposition (including storage) of the nonconforming Materials which is acceptable to Heritage.

**6. Contractor Options as to Rightfully Rejected or Revoked Materials.** If Contractor rejects, or properly revokes acceptance of, Materials or any unit thereof in Contractor's possession or control, Contractor and Heritage shall, in good faith, attempt to provide for handling of the Non-Conforming Materials in a manner acceptable to Heritage. If the parties cannot, within a reasonable time after rejection or revocation agree on necessary amendments, Heritage and/or Contractor shall make prompt arrangements for the removal of the Non-Conforming Materials from the storage or disposal facility to another lawful place of disposition.

**7. Right to Inspection.** Contractor shall have the right, but not the obligation, to inspect, sample, analyze or test any tendered Materials before accepting such material. If the Materials or tender of delivery fails to conform to this Agreement, and therefore such Materials are considered Non-Conforming Materials hereunder, Contractor may (i) reject all Materials tendered; (ii) accept all Materials tendered including the Non-Conforming Materials; or (iii) accept any unit or units of conforming Materials and reject the rest.

**8. Rejection.** Rejection of any Non-Conforming Materials or revocation of acceptance thereof must be within a reasonable time after tender of such Non-Conforming Materials, but in any event not later than seventy-two (72) hours after same. In the event Contractor requires additional time for inspection, Contractor shall notify Heritage in advance, and Heritage and the Contractor shall arrange for an appropriate and reasonable time period for inspection which is acceptable to both parties. In rejecting any Non-Conforming Materials, Contractor shall orally notify Heritage of the manner in which the Non-Conforming Materials or the tender of delivery is nonconforming, such notice to be followed by written confirmation within three (3) business days.

**9. In no event shall Contractor broker, dispose or recycle the Materials at any location which Heritage has not approved for such brokering, disposal or recycling in advance. Contractor shall accept all liability which may result directly or indirectly from any failure to meet such requirements.**

**10. Taxes.** The Contractor shall be responsible for the payment of all applicable taxes covering its employees, including withholding, social security deductions and unemployment taxes. Unless otherwise stated in the Purchase Order, Contractor shall pay all sales, use, excise and other taxes, charges and contributions now or hereafter imposed on, or with respect to, or measured by the articles, materials or work furnished hereunder and Contractor shall indemnify Heritage against any liability and expense by reason of Contractor's failure to pay the same.

**11. Compliance.** In performance hereunder and every activity connected therewith, Contractor shall comply fully with all applicable laws, ordinances, rules and regulations and, when requested, shall furnish evidence satisfactory to Heritage of such compliance.

**12. Infringement.** Contractor shall indemnify and defend Heritage against all claims, suits, liability and expense on account of alleged infringement of any patent, copyright or trademark, resulting from and/or arising in connection with the manufacture, sale, normal use or other normal disposition of any article or materials furnished hereunder. Heritage may participate in the defense of any such claim or suit without relieving Contractor of any obligation hereunder.

**13. Assignment.** Neither this Agreement nor any claim against Heritage either directly or indirectly out of or in connection with this Agreement shall be assignable by Contractor or by operation of law, nor shall Contractor subcontract its obligations hereunder without Heritage's prior written consent.

**14. Default.** If Contractor or any subcontractor materially breaches any provision hereof, or becomes insolvent, enters bankruptcy, receivership or other like proceeding voluntarily or involuntarily, or makes an assignment for the benefit of creditor, Heritage shall have the right, in addition to any other rights it may have hereunder or by law to terminate this Agreement by giving Contractor written notice,

whereby Heritage shall be relieved of all further obligation hereunder, except to pay reasonable value of Contractor's prior performance, but not more than the contract price, title to any product(s) of Contractor's work, whether completed or partially completed, as well as all materials prepared, procured or set aside by Contractor for use shall, at Heritage's option upon such written notice to Contractor, vest in Heritage. Heritage may at its option, complete performance of the work, in which event, Contractor shall be liable to Heritage for all costs incurred by Heritage completing such performance in excess of the contract price (whether or not Heritage exercised its option in this Paragraph 14.

**15. Withholding.** Heritage shall have the right to withhold any money payable by it hereunder and apply the same to payment of any obligations of Contractor to Heritage or any other parties arising in any way out of this or its performance.

**16. Excuses.** Either Contractor or Heritage shall be excused from performance of the obligations hereunder when and to the extent that such performance is delayed or prevented (and, in Heritage's case, its need for the articles, materials or work is reduced or eliminated) by any circumstances reasonably beyond its control, including by fire, explosion, any strike or labor dispute or any act of omission or a Governmental authority.

**17. Performance.** Contractor shall perform all work diligently, carefully and in a good and workmanlike manner, shall furnish all labor, supervision, machinery, equipment, materials and supplies necessary therefore, shall obtain and maintain all building and other permits and licenses required by public authorities in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors. Contractor shall conduct all operations in Contractor's own name and as an independent contractor and not in the name of, or as an independent contractor and not in the name of, or as agent for Heritage.

**18. Liability-Indemnity.** Contractor shall be solely responsible for all materials, equipment and services until the work is completed to Heritage's satisfaction. Contractor shall be solely responsible for tools, equipment and other property owned, rented or leased by Contractor or any subcontractor or employee of either which are not to be incorporated in the work. Contractor shall defend, indemnify and hold harmless Heritage, its subsidiary companies and directors, employees and agents of such companies against any loss, damage, claim, said liability, judgment and expense (including attorneys' fees and other costs of litigation), and any fines, penalties and assessments, arising out of injury, disease or death of persons or damage to or loss of any property (including but not limited to Heritage's existing facilities) or the environment resulting from or in connection with performance or nonperformance of work under this Agreement by Contractor, its agents or subcontractors, even though caused by the concurrent, joint or contributory negligence, whether active or passive, or of any kind or description or fault of a party indemnified; except Contractor will have no liability under this Article for any loss, damage, claim, liability, judgment or expense caused solely by the negligence of Heritage. Heritage shall have the right but not the duty to participate in the defense of any such claim or suit with attorneys of its own selection without relieving Contractor of any obligations hereunder. The obligations, indemnities and liabilities assumed by the Contractor under this Paragraph 18 shall not be limited by any provisions or amounts of insurance required by Paragraph 19 below. If it is judicially determined that any of the indemnity obligations, which Contractor agrees shall be supported by insurance under Paragraph 19, are unlawful, illegal or unenforceable in any respect, said obligations shall automatically be amended to conform to the maximum monetary limits and other provisions of applicable law so long as that law is in effect.

**19. Insurance.** Without limiting any of Contractor's obligations, indemnities or liabilities under Paragraph 18, Contractor shall maintain at all times the following minimum insurance at Contractor's expense, in compliance with all applicable laws and satisfactory to Heritage:

- a) Contractor shall procure and maintain, at its expense, during the term of this Agreement, at least the following insurance: Worker's Comp (as required by statute); Employer's Liability (\$1,000,000); Commercial General Liability (\$2,000,000); Automobile Liability (\$1,000,000)
- b) The following policies shall be primary and non-contributory, and shall provide a waiver of subrogation in favor of Heritage: Commercial General Liability, Automobile Liability, Worker's Comp/Employer's liability

- c) Commercial General Liability shall include, but not be limited to, coverage for completed operations and contractual liability under this Agreement.
- d) Heritage shall be named as additional insured on the Commercial General Liability and Automobile Liability.
- e) Work shall not commence under this Agreement until Heritage has received a Certificate of Insurance showing compliance with all insurance requirements.

**20. Use of Premises.** Contractor shall perform all work in such manner as to cause minimum interference with the operations of Heritage, its customers, and of its contractors on the premises and shall take and cause Contractor's and its subcontractors employees, agents, licensees, and permittees to take all necessary precautions, including those required by Heritage's safety regulations and Heritage's Contractor's Safety Guide, to protect the premises and all persons and property thereon from damage or injury upon completion of the work. Contractor shall leave the premises clean and free of equipment, waste materials and rubbish. A list of hazardous materials present on the premise and applicable Material Safety Data Sheets are maintained on the premise. Contractor is solely responsible for conveying this information to its employees, agents and/or subcontractors, as may be necessary. In the event, Contractor's employees, agents and/or subcontractors are required to handle hazardous or unlabeled materials to perform this Agreement, he must contract Heritage or Site Safety Director prior to proceeding.

**21. Bills and Liens.** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does attach, Contractor shall promptly procure a release and indemnify Heritage against all damage and expense incident the lien.

**22. Payment and Rebates.** Heritage shall pay Contractor within thirty (30) days of an approved invoice date. Contractor shall provide the services at the prices agreed to by Heritage, and upon the terms stated in this Agreement, unless otherwise agreed in writing by Heritage. All rebates paid by the vendor shall be payable within thirty (30) days of the receipt of the Material by Contractor. All rebates and payments submitted by Contractor to Heritage shall clearly delineate the compensation amount, the respective quantities, the applicable unit rates or lump sums, arithmetic extensions of the amount claimed, or other information as Heritage may reasonably request. Rebates shall reference the buyer's name and include other relevant information (e.g., copies of manifests, certificates of destruction, shipping documents, or relevant identification numbers). Heritage shall notify Contractor within fifteen (15) days of receipt of the Contractor's rebate of any discrepancies or disputed items and shall endeavor to resolve such items with Contractor.

**23. Changes.** Contractor shall make no change in the work or perform any additional work without Heritage's specific written approval.

**24. Joint and Several Responsibility.** Each Heritage subsidiary or affiliate shall each be individually responsible for its own actions or inactions as it pertains to each company's individual service requests with Contractor as if such Heritage subsidiary or affiliate were "Heritage" under the Agreement. Each Heritage company affiliate or subsidiary shall not be jointly or jointly and severally responsible for each other's actions or inactions, and has no responsibility for any liability of the other affiliate or subsidiary for any obligation or for the failure of each other to perform its obligations under the Agreement or subsequent service order, purchase order or scope of work, as applicable.

**25. Non-Circumvent Clause.** At no time will Franklin County government under the contract terms go directly to a Heritage customer to try and secure other contracts without first getting permission from Heritage.

**26. Warranty.** Heritage makes no warranty that any goods received from Heritage or its customers to Contractor for the purposes of reuse or recycling will have any value.

**27. Transportation.** In the event Contractor is providing for or arranging the transportation of the recyclable material from Heritage or Heritage's Customer's facility, Contractor will take title and all risk of ownership and loss when the recyclable material is loaded onto Contractor's or any of its subcontractor's vehicle. All liability and indemnity obligations in Section 18 of this Agreement shall apply to any transportation services

28. **Term.** This Agreement shall become effective on the date first above written and shall continue in force until terminated for any reason by either party by giving thirty (30) days prior written notice to the other party of such termination.

29. **Confidentiality.** Subcontractor shall not disclose confidential information, which includes any information which Subcontractor is exposed expect as noted below in (1) and (2), as such to anyone other than Heritage or its agent or counsel, except as required by subpoena, notice of deposition or other discovery request or otherwise only to the extent required by law or order of a court or regulatory agency. If any legal proceedings including, but not limited to, any subpoenas, notices of deposition or other discovery requests are instituted against a party to this Agreement to obtain confidential information, such party shall immediately notify the other party in writing with respect thereto. Subcontractor shall have no obligation to oppose any legal proceedings to obtain confidential information. In the event Heritage opposes such legal proceedings, it shall do so at its own expense and shall indemnify, defend and hold harmless Subcontractor from and against any and all claims, fines, penalties, causes of action, liabilities, losses, damages, costs and expenses (including, but not limited to, reasonable fees and expenses of attorneys and court costs) which Subcontractor incurs or for which it is found to be legally liable in connection with any such legal proceedings. However, the obligations of confidentiality do not apply to information which: (1) is or becomes part of the public domain, or (2) is required to be publicly disclosed under law. For all confidential information which the Subcontractor is required to publicly disclose under law, the Subcontractor shall notify Heritage, if possible, prior to such disclosure.

If Heritage requests information from the Subcontractor which the Subcontractor deems to be confidential then a separate agreement shall be entered into by the

parties to safeguard and protect the confidentiality of said information. Subcontractor also shall not use Heritage's name in connection with any marketing or promotional materials without Heritage's prior, express, written permission.

30. **Anti-Discrimination and Affirmative Action.** When applicable, this contractor and subcontractor shall comply with the EO Clause in Section 202 of Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60 and Executive Order 13496, which are incorporated herein by specific reference.

**When applicable, this contractor and subcontractor shall abide by the requirements of 41 C.F.R. 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**

**When applicable, this contractor and subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**

**Heritage Environmental Services, LLC**

**Franklin County Solid Waste**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date Signed**

\_\_\_\_\_  
**Date Signed**

# EXHIBIT A

## Supplier Registration Document and Document Checklist

Please provide all applicable information on the following inquiry and include all the items listed below in your submission

- 1) Insurance Certificate with Additional Insured listed as:  
Heritage Environmental Services, LLC and its Affiliates and Subsidiaries  
5400 W. 86<sup>th</sup> Street  
Indianapolis, IN 46268
- 2) W-9 Tax Form
- 3) Tax Exempt Form (if applicable)

### Business Information

#### Company Information

Legal Company Name \_\_\_\_\_

Federal Tax ID Number (US) \_\_\_\_\_

DBA Company Name \_\_\_\_\_

Goods & Services Tax Num (CAN) \_\_\_\_\_

Parent Company Name \_\_\_\_\_

D&B DUNS Number \_\_\_\_\_

Year Company Established \_\_\_\_\_

EPA ID (if applicable) \_\_\_\_\_

Company Phone Number \_\_\_\_\_

State ID (if applicable) \_\_\_\_\_

Company Fax Number \_\_\_\_\_

US DOT ID Number (if applicable) \_\_\_\_\_

Company Website \_\_\_\_\_

#### Legal Structure (pick one)

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Corporation                   | <input type="checkbox"/> Partnership       | <input type="checkbox"/> Non-Profit      |
| <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Government Entity | <input type="checkbox"/> Sole Proprietor |
| <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Joint Venture     | <input type="checkbox"/> Other _____     |

#### Contact Information

Primary Contact Name \_\_\_\_\_

Email Address \_\_\_\_\_

Title \_\_\_\_\_

Phone Number \_\_\_\_\_

This person is the contact for (check all that apply)

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> National Accounts | <input type="checkbox"/> Sales          | <input type="checkbox"/> Audits          |
| <input type="checkbox"/> Accounts Payable  | <input type="checkbox"/> Contract Terms | <input type="checkbox"/> Insurance Forms |

Please provide additional contact information as needed.

Other Contact Name \_\_\_\_\_

Email Address \_\_\_\_\_

Title \_\_\_\_\_

Phone Number \_\_\_\_\_

This person is the contact for (check all that apply)

National Accounts

Sales

Audits

Accounts Payable

Contract Terms

Insurance Forms

Company Physical Address

Company Remit Address

Address \_\_\_\_\_

Address \_\_\_\_\_

City, State/Region \_\_\_\_\_

City, State/Region \_\_\_\_\_

Country \_\_\_\_\_

Country \_\_\_\_\_

Zip/Postal Code \_\_\_\_\_

Zip/Postal Code \_\_\_\_\_

Company Data

Services (Check all that apply)

Recycling

Consulting

Other \_\_\_\_\_

Field Services

Transportation

Universal Waste

Solid Waste

Please describe the company's services and unique capabilities:

\_\_\_\_\_  
\_\_\_\_\_

Please list acceptable materials for this company:

\_\_\_\_\_  
\_\_\_\_\_

Please list unacceptable materials for this company (if applicable)

\_\_\_\_\_

Number of Employees at this location \_\_\_\_\_

Number of Employees companywide \_\_\_\_\_

Geographical Service Areas

Local (within 50 miles of physical address)

Regional – please list regions

National

\_\_\_\_\_

Diversity Information

Certification Information (check all that apply)

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Minority Business Enterprise | <input type="checkbox"/> Women Owned Business Enterprise         | <input type="checkbox"/> MWBE             |
| <input type="radio"/> African American                | <input type="checkbox"/> Veteran Owned                           | <input type="checkbox"/> LGBT             |
| <input type="radio"/> Asian Indian                    | <input type="checkbox"/> Disabled Veteran Owned                  | <input type="checkbox"/> SBA 8(a) Program |
| <input type="radio"/> Asian Pacific                   | <input type="checkbox"/> Small Business Enterprise               | <input type="checkbox"/> JWOD, NIB/NISH   |
| <input type="radio"/> Hispanic American               | <input type="checkbox"/> Small Disadvantaged Business Enterprise | <input type="checkbox"/> HUB Zone Firm    |
| <input type="radio"/> Native American                 |  | <input type="checkbox"/> Other            |

Please provide the certificate to Heritage, if applicable.

Health, Safety & Environmental Information

Quality / Environmental / Safety Certifications (check all that apply)

- |                                    |                                    |                                   |
|------------------------------------|------------------------------------|-----------------------------------|
| <input type="checkbox"/> ISO 14001 | <input type="checkbox"/> Six Sigma | <input type="checkbox"/> TS 16949 |
| <input type="checkbox"/> ISO 9001  | <input type="checkbox"/> CTPAT     | <input type="checkbox"/> Other    |
| <input type="checkbox"/> ISO 18001 | <input type="checkbox"/> R2        | _____                             |
| <input type="checkbox"/> QS 9001   | <input type="checkbox"/> RIOS      |                                   |

Safety Statistics

Year	EMR Rate	OSHA Recordable Rate	Lost Time Rate	Fatalities
20				
20				
20				

Has your company received any violations or fines from Federal, State or Local regulatory agencies over the past 3 years?

- Yes (please submit documentation to Heritage)                       No

Do you have a formal written safety program?

- Yes                                       No

Does your company have a written Drug and Alcohol Testing Program?

- Yes                                       No

Do you do pre-employment drug screens?

- Yes                                       No

Do you do post-accident drug and alcohol screens?

- Yes                                       No

Do you do random drug and alcohol screens?

- Yes                                       No

Equal Employment Opportunity

The company has an Equal Opportunity Policy stating that the company will not discriminate against any employee or applicant for employment because of race, religion, sex, creed, color, national origin, citizenship, age, veteran status or disability status or any other basis protected by law in place that complies with all provisions of Executive Order 11246.

Yes                       No

Have you developed and do you have on file at each of your establishments, a current written Affirmative Action Compliance Program, as called for in Section 60-1.40 of and pursuant to Part 60-2 of Title 41 of the Code of Federal Regulations?

Yes                       No                       N/A (less than 50 employees)

Does your company provide equal opportunity for individuals with disabilities pursuant to the Affirmative Action for Disabled Workers Clause set forth in Section 60-741 of Title 41 C.F.R?

Yes                       No

Company acknowledges that if applicable, it is bound by the Affirmative Action for Disabled Veterans of the Vietnam Era Clause, as set forth in Section 60-300 of Title 41 C.F.R.

Yes                       No

I hereby certify that this completed questionnaire submitted herein to Heritage Environmental Services, LLC or its Subsidiaries and Affiliates contains a true, accurate, and complete description of the requested information.

**Signature** \_\_\_\_\_

**Printed Name** \_\_\_\_\_

**Title** \_\_\_\_\_

**Date** \_\_\_\_\_

# Franklin County Industrial Development Board

## November 30, 2017

The ID Board met in the Small Conference Room at the Annex and was brought to order by Ben Boswell, Chairman at 5:06 p.m.

**Members Present:** Jackie Axt, Ben Boswell, Dwight Duckworth, Steve Young, Brenda Cannon, Haynes Roberts

**Others Present:** Kelli Riley, Gene Seaton, Mayor Richard Stewart, Payton Brannom - WCDT, Phillip Lorenz – Herald Chronicle

***Motion made by Young to approve the minutes on September 27, 2017. Second by Duckworth. All Ayes.***

Chairman Boswell turns the meeting over to Gene Seaton.

- Last year's SDG for the resistivity study was completed by Terracon Consultants, LLC. The lines were measured 150 feet apart with depth of 200 feet in the ground.
- There are no places on either Moon Property we cannot mitigate.
- Seaton explains the current Select TN Site Development Grants (SDG) being applied for by the County and FCIDB.
- The West Moon Property – FCIP Site #9 – application will be for a pad-gravel ready site. The total cost is \$500,000 -- \$350,000 will be from SDG -- \$150,000 will be the FCIDB match of 30%.
- The East Moon Property – FCIP #16 – application will be for an access road to enter the property. The access road will be Flyaway Drive, off of Georgia Crossing. The total cost is \$308,250 -- \$215,775 will be from SDG -- \$92,475 will be Franklin County match of 30%.
- This would be in next year's budget.

***Motion to approve the Select Tennessee Site Development Grant 2017/18 for Franklin County Industrial Park Site #9 to grade and fill a pad of 100,000 square feet with a total cost of \$500,000 -- \$350,000 SDG - - \$150,000 match provided by FCIDB made by Duckworth. Second by Cannon. All Ayes.***

***Motion to approve the Select Tennessee Site Development Grant 2017/18 for Franklin County Industrial Park Site #16 for access road construction with a total cost of \$308,250 -- \$215,775 SDG -- \$92,475 match provided by the County made by Axt. Second by Roberts. All Ayes.***

***Motion to adjourn the meeting at 5:36 p.m. by Cannon. Second by Duckworth. All Ayes.***

Respectfully Submitted,



Ben Boswell, Chairman



RESOLUTION 8f-1217

WHEREAS, the Franklin County Industrial Development Board is eligible for funds under the Select Tennessee Site Development Grant Program; and

WHEREAS, Franklin County Industrial Development Board wishes to make an application not to exceed \$500,000 for infrastructure improvements for Site #9 – Moon Property;

WHEREAS, the 30% local match for this project will come from Franklin County Industrial Development Board;

WHEREAS, this proposed project is in the best interest of the citizens of Franklin County,

NOW, THEREFORE, BE IT RESOLVED, THAT

- (1) Franklin County Industrial Development Board will apply for the Select Tennessee Site Development Grant.
- (2) The Director be authorized and directed to execute and submit any documentation for this grant.
- (3) The local 30% match will be provided by Franklin County Industrial Development Board.

PASSED AND SO ORDERED THIS 4<sup>th</sup> DAY OF December 2017.

APPROVED:   
Richard Stewart, Mayor

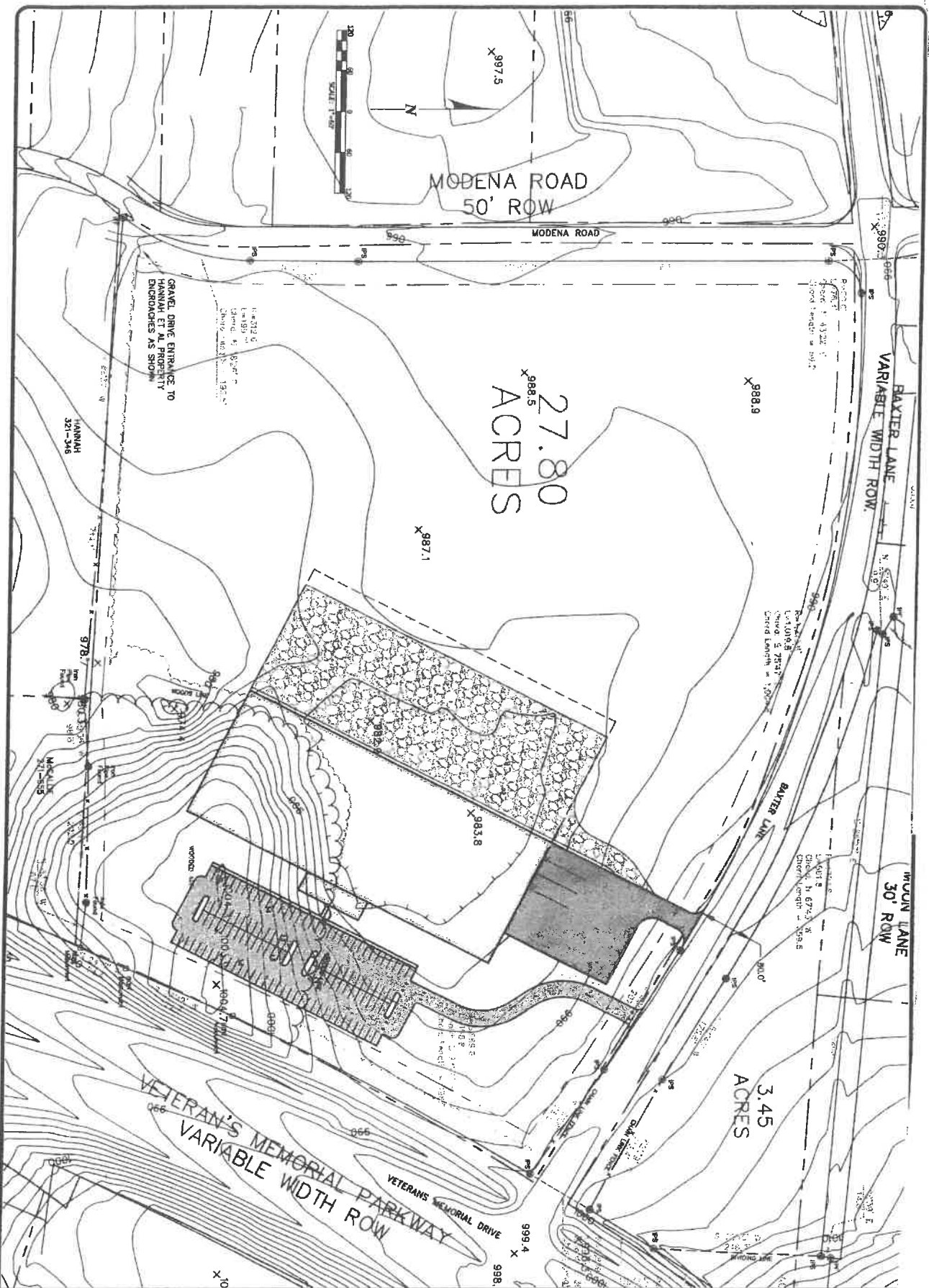
APPROVED:   
Eddie Clark, Chair of Commission

ATTEST:   
Phillip Custer, County Clerk

RESOLUTION SPONSORED BY: Chuck Stines Doug Goodman

MOTION TO ADOPT: Stines SECOND: Finney

VOTES: AYES: 14 NAYS: 0 DECLARATION: Approved



JOB 634-02  
 SHEET  
 X.X  
 OF SHEETS

TITLE OF DRAWING  
 SELECT TN SITE  
 DEVELOPMENT GRANT

**St. John ENGINEERING, LLC**  
 ENGINEERING • PLANNING •  
 ENVIRONMENTAL CONSULTING  
 623 JACKSON STREET  
 MANCHESTER, TN 37355  
 PHONE: (615) 736-3828 • FAX: (615) 736-4047  
 WWW.STJOHNENGINEERING.COM

NO	DATE	REVISION	DR.

RESOLUTION 89-1217

WHEREAS, Franklin County is eligible for funds under the Select Tennessee Site Development Grant Program; and

WHEREAS, Franklin County wishes to make an application for \$308,250 to improve road access to Site #16 – Moon Property;

WHEREAS, the 30% local match of \$92,475 for this project will come from Franklin County;

WHEREAS, this proposed project is in the best interest of the citizens of Franklin County,

NOW, THEREFORE, BE IT RESOLVED, THAT

- (1) Franklin County will apply for the Select Tennessee Site Development Grant.
- (2) The Mayor be authorized and directed to execute and submit any documentation for this grant.
- (3) The local 30% match of \$92,475 will be provided by Franklin County.

PASSED AND SO ORDERED THIS 4<sup>th</sup> DAY OF DECEMBER 2017.

APPROVED:   
Richard Stewart, Mayor

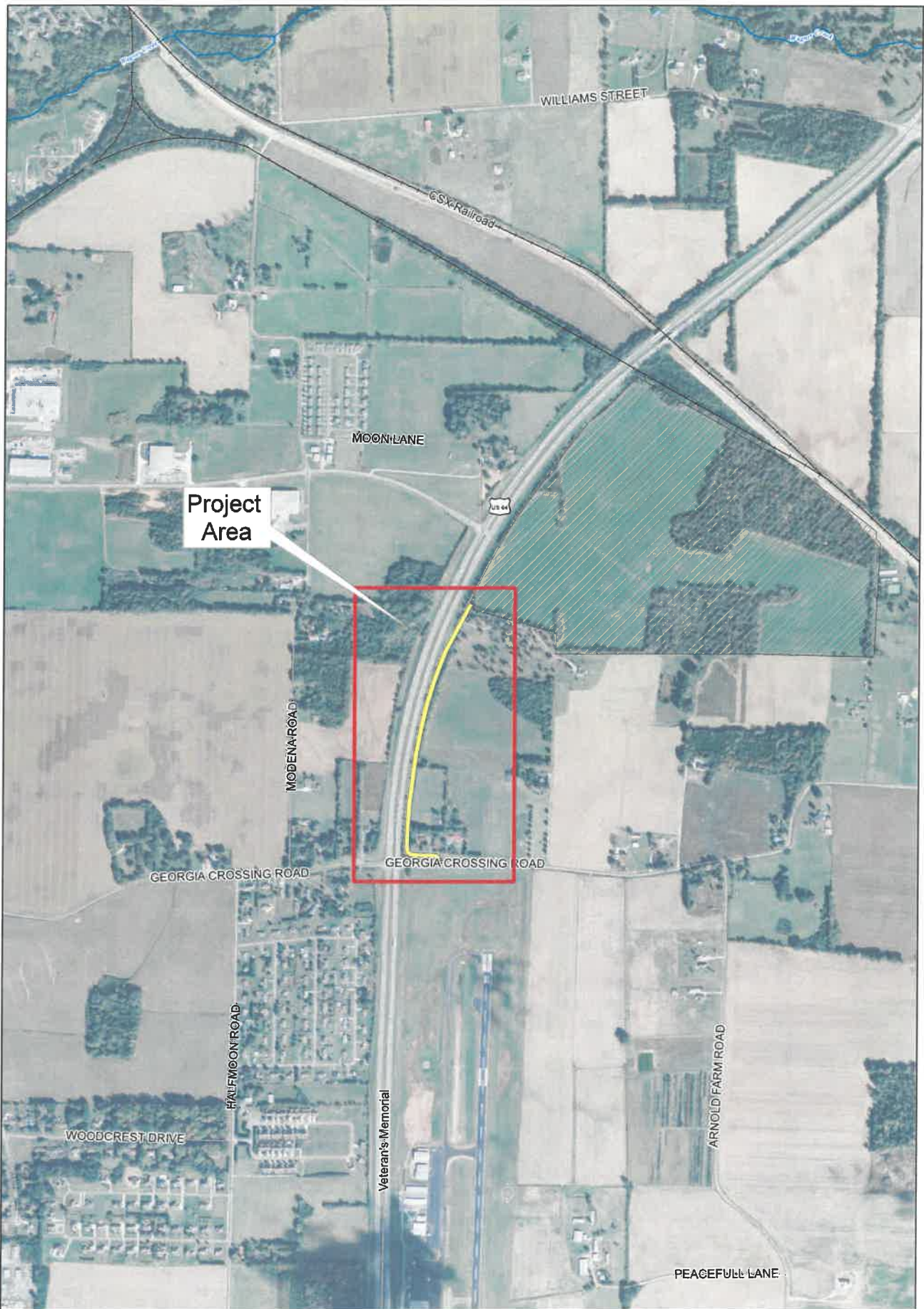
APPROVED:   
Eddie Clark, Chair of Commission

ATTEST:   
Phillip Custer, County Clerk

RESOLUTION SPONSORED BY: Chuck Stines Doug Goodman

MOTION TO ADOPT: Stines SECOND: Finney

VOTES: AYES: 14 NAYS: 0 DECLARATION: Approved



**Project Area**

-  Franklin County Industrial Park
-  Industrial Access Road Improvements

**Select TN Site Development Grant**

Project Location



Resolution # 8h-1217

**A RESOLUTION AUTHORIZING  
A MULTIPLE YEAR LEASE PURCHASE AND MAINTENANCE AGREEMENT  
FOR THE FRANKLIN COUNTY BOARD OF EDUCATION**

**WHERE AS**, the Franklin County High School on behalf of Franklin County Board of Education has need to upgrade, operate and maintain their current copiers including hardware/software system within their respective locations and operations of the Board of Education, and

**WHERE AS**, current copiers are not sufficiently meeting the needs of the function of the departments in concern, and

**WHERE AS**, the projected cost of these eleven copiers hardware/software systems are such that the payments need to be spread over more than one budget year and the Franklin County Board of Education does not have authority to enter into purchase contracts for this period of time without the approval of the Franklin County Board of Commissioners.

**NOW, THEREFORE, Be it Resolved** by the Franklin County Board of Commissioners that the Franklin County Board of Education be authorized to enter into a multi year lease agreement with Konica Minolta Business Solutions USA and the lease is not to extend over a period of more than sixty (60) months.

**Be It Further Resolved** that this resolution be effective immediately upon passage for the public welfare demanding it on this the 4<sup>th</sup> day of December 2017.

  
Eddie Clark, Honorable Chairman to the Commission

  
Richard Stewart, Honorable County Mayor

Attest:

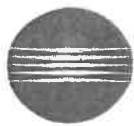
  
Phillip Custer, County Clerk

RESOLUTION SPONSORED BY Barbara Finney and Chuck Stines

MOTION TO ADOPT: Schultz SECOND BY: Stines

VOTES: AYES 14 NAYS 0 PASS — ABSTAIN —

DECLARATION: Approved



## Current Summary

### Bizhub's (3)363's & (3)283's

Copier Lease FMV	\$487.50 60 FMV lease
Copier Maintenance	\$000.00 Included(36K per month)
_Overages	<u>\$168.00 283's &amp; 363's overages combined</u>

Total Monthly Expenditures: **\$655.50**

*plus Riso \$457 month*

## Proposed Solution

### Konica Minolta Bizhub (3)558's, (2)368's , (6)308's & PaperCut Software

- Print, copy, scan, store and send any document anywhere
- Simitri HD Polymerized toner for superior image quality
- 55, 36 & 30 pages per minute black
- 1200 x 600 dpi print resolution
- Hole Punch Units – 558's
- Multi-Position Finishers-368's & 558's
- Fax board on 368's
- 5 Large Capacity Cassettes @ 3500 shts
- 2 Universal Cassettes @ 500 shts each
- Standard duplexing, Heavy stock support
- 150 sheet bypass
- 4 GB RAM + 250 GB HD for simultaneous processing
- Up to 164 pages per minute scanning speed
- Heavy duty 100 sheet automatic document feeder



**\$1,139.00 Per Month Includes:** ALL Fee's, set-up, Lease & Maintenance of copies! Service includes 68,000. Overage charge for black is .0034/.0039 Agreement includes Parts, Labor, Drums, Staples & Supplies, excludes paper only. Pricing based upon a 60 month Lease. **Satisfaction of existing lease!** Option of \$12.00 DCS charge per month.

**Total Monthly Investment of: \$483.50**  
**Ownership of (2) Bizhub 283's**  
**Annual increase on service only @ 3%**

**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 re-appointed:

**Animal Control Board**

Darbie Sizemore, County Representative to the Animal Control Board

3 Year Term Ending December 2020

A handwritten signature in black ink, appearing to read 'Richard Stewart'. The signature is stylized and cursive, written over a light background.

**Mayor Richard Stewart**

Mayor David Kelley would like to leave Sally Osbun Somoya as the representative for Estill Springs on the Animal Control Board.

For a 3 year term ending December 2020

*Tina Smith  
City Recorder/Finance Officer  
Town of Estill Springs  
P.O. Drawer 100  
Estill Springs, TN 37330  
(931) 649-5188  
(931) 649-5971 fax*





# City Of Decherd

Incorporated in 1868  
DEDICATED TO PROGRESS

## **City Of Decherd**

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

### **Mayor**

**ROBIN SMITH**

### **Vice-Mayor**

**KARL SMITH**

### **Aldermen**

**ROY PARTIN**

**JIMMY WAYNE SANDERS**

**DON COFER**

### **City Administrator**

**REX CLARK**

### **City Attorney**

**FLOYD DAVIS**

### **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**

Lindsey Ladd will serve as Decherd Representative on the Animal Control Board  
for a 3 year term ending December 2020

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 DECEMBER 04, 2017 MEETING OF THE GOVERNING BODY:

NAME	HOME ADDRESS	HOME PHONE	BUSINESS ADDRESS	BUSINESS PHONE	SURETY
1. DANIEL A DAVIS	118 COUNTRY CLUB TERRACE WINCHESTER TN 37398	931-469-8010	118 COUNTRY CLUB TERRACE WINCHESTER TN 37398	931-469-8010	
2. FAITH FRANKLIN-HALL	202 HIGH DOLLAR HEIFER LANE ESTILL SPRINGS TN 37330	931-968-9053	204 E PETTY LANE WINCHESTER TN 37398	9319622775	
3. DONNA JOHNSON	130 LAKEWOOD DR WINCHESTER TN 37398	931-967-7897	214 N JEFFERSON ST WINCHESTER TN 37398	9319684885	
4. KATHY STEWART LEWIS	2933 VANZANT BEND BELVIDERE TN 37306	931-968-1091	2030 DECHERD BLVD DECHERD TN 37324	931-968-3282	KATHY S LEWIS
5. DEBI MERRILL	3046 ROCK CREEK RD ESTILL SPRINGS TN 37330	931-649-2990	7B SOUTH COLLEGE WINCHESTER TN 37398	931-962-0549	
6. HEATHER MOFFATT	5209 WINCHESTER HWY ESTILL SPRINGS TN 37330	931-675-9215	PO BOX 1801 TULLAHOMA TN 37388	931-675-9215	
7. KELLI GWYNNE OLIVER	1943 WILDER CHAPEL ROAD DECHERD TN 37324	931-808-9561	301 INDUSTRIAL BLVD TULLAHOMA TN 37388	931-454-9940	
8. CHRISTA PARTIN	466 OLD MILL ROAD WINCHESTER TN 37398	931-967-3194	1015 S. COLLEGE ST. WINCHESTER TN 37398	931-962-9060	CHRISTA PARTIN CHRISTA PARTIN
9. ANGELA SANDERS	405 S VINE ST WINCHESTER TN 37398	931-308-8356	17 S COLLEGE ST WINCHESTER TN 37398	9319671715	
10. LEANN P. ZIMMERMAN	1501 GARRETT LANE WINCHESTER TN 37398	931-967-2891	360 WILTON CIRCLE ROOM 178 WINCHESTER TN 37398	9319624133	

SIGNATURE

CLERK OF THE COUNTY OF FRANKLIN, TENNESSEE

DATE

**PLEASE SIGN-IN  
GUEST AND MEDIA**

**FRANKLIN COUNTY FULL COMMISSION MEETING  
December 4, 2017  
REGULAR SESSION**

	<u>NAME</u>	<u>AFFILIATION</u>
1.	<u>Scott Smith</u>	<u>FCEMA</u>
2.	<u>William Anderson</u>	<u>FCSW</u>
3.	<u>Kelli Riley</u>	<u>FCIDA</u>
4.	<u>Payton Brannon</u>	<u>WCOT</u>
5.	<u>David Alexander</u>	<u>State Representative</u>
6.	<u>Philip J. Lorenz III</u>	<u>Herald Chronicle</u>
7.	<u>Gene Seaton</u>	<u>FCIDB</u>
8.	<u>Andrew Smith</u>	<u>Finance</u>
9.	<u>Cody Lane</u>	<u>Finance</u>
10.	_____	_____
11.	_____	_____
12.	_____	_____
13.	_____	_____
14.	_____	_____
15.	_____	_____
16.	_____	_____

**OTHER COMMENTS:**

Stanley Bean, Director of Schools was questioned about the water leak at Rock Creek School and the school being closed. He informed everyone they were taking care of the leak and school would resume December 5<sup>th</sup>.

**MOTION BY STINES TO ADJOURN AT 7:30 PM, SECOND  
FINNEY, ALL AYES; APPROVED BY VOICE VOTE 14/0.**

\*\*\*\*\*

Benediction was given by Don Cofer.

**DECEMBER 4, 2017 REGULAR SESSION**

**DATE APPROVED BY COMMISSION: \_\_\_\_\_ MB \_\_\_\_\_ PAGE \_\_\_\_\_**

\_\_\_\_\_  
**CHAIR OF COUNTY COMMISSION**

\_\_\_\_\_  
**COUNTY CLERK**