

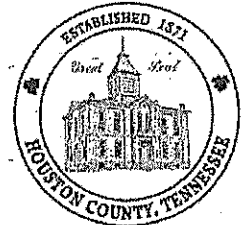
BE IT REMEMBERED THAT the Houston County Legislative Body met in Regular Session on February 27, 2023. Present and presiding was Joey Brake, County Mayor. Also attending were Robert R. Brown, County Clerk, Kevin Sugg, Sheriff, Charles Parks, County Attorney, Kris McAskill, Director of Schools, Dale Popp, EMA/911 Director and James Stanley, Fire Chief. County Commissioners were: William Agy, Stephanie Smith, Randall French, Steve Hall, Glenn Baggett, Johnathan Flord, Darrell Kingsmill, Howard Spurgeon, Vickie Reedy, Jean Tolley, Garet Mathis and Fred Richardson. 287

MOTION by Howard Spurgeon, second by Randall French.

I make a motion to approve the agenda.

MOTION PASSED

AGENDA
HOUSTON COUNTY LEGISLATIVE BODY MEETING
February 27, 2023



- I. Call to Order
- II. Roll Call
- III. Agenda Approval
- IV. Minutes Approval
- V. Notaries: (New) Sarah Ramirez; (Renew) Abby Rouse
- VI. Old Business
- VII. New Business
 - 1. Drug Coalition-E2 Discussion
 - 2. Honor prior mayor, employee, and commissioners, recognize TRES achievement
 - 3. Fire Department: Purchasing Agreement with NCSA concerning CDBG Fire Truck Purchase
 - 4. Fire Department: Fire Marshalls Office Grant Reimbursement
 - 5. Fire Department: Volunteer Firefighter Equipment and Training Grant Program (Contract)
 - 6. Bethesda Mission: Addressing Food Insecurity Grant Application
 - 7. 911 Department: Perigo quote for tower
 - 8. Update on Nashville Visit
 - 9. JUUL discussion
- VIII. Budget Amendments and Transfers
 - 1. \$ 13, 468.15 Sheriff Dept Cost Pool Overage-December
 - 2. \$ 8, 269.86 Sheriff Dept Cost Pool Overage-January
 - 3. BOE Budget Amendments
- VIII. Emergency Service Reports
 - 1. Fire
 - 2. Sheriff
 - 3. 911
- X. Quarterly Report
 - 1. Library November-January
- XI. Adjourn

MOTION by Randall French, second by Johnathon Floyd.

I move we approve the minutes.

MOTION PASSED

MOTION by Howard Spurgeon, second by Darrell Kingsmill.

I make a motion to approve the new notary.

MOTION PASSED

MOTION by Howard Spurgeon, second by Vickie Reedy.

I move we approve the renewal.

MOTION PASSED

Mayor Joey Brake reported to this legislative body that next was the Drug Coalition-E2.

MOTION by Randall French, second by Steve Hall.

I move that we table until the March Meeting.

MOTION PASSED

Mayor Joey Brake announced TRES was the recipient of an award and ask Kris McAskill, Director of Schools, Scott Moore, Principle of TRES and Commissioner Randal French to come forward.

Mrs. McAskill was honored to announce that Tennessee Ridge Elementary School was considered a Rewards School and received the award for School Accountability Designation by the Tennessee Department of Education. She, continued to add that TRES is one of the highest performing schools for academic performance and student growth. Commissioner Randal French presented the award to the Scott Moore, TRES Principle and he in turn ask that his teacher present to be recognized as well. All posed for pictures after the presentation.

Following the presentation, Commissioner Randal French then acknowledged the service of former Commissioners who were present. Lance Uffelman, 6 years service, Chis Pitts, 4 years service, Tony Hayes, Jr, 4 years service, Ann Reader, 4 years service and Mentioned Brant Lamastus, 12 years service who was absent. Each received a plaque and posed for pictures following. Mayor Brake spoke saying, he had the pleasure of serving with each commissioner and even thou they didn't always see eye to eye it was still a pleasure.

Lastly, The commission recognized Mary Bowyer for her 42 years of service to Houston County. Kevin Sugg, Sheriff present Ms. Bowyer with a plaque and mentioned she had served under 3 sheriffs and 1 mayor. Mrs. Bowyer introduced her family who were present to see her receive her award. Commissioner Randal French jokingly said she was the "Brains of the County" and Mayor Brake added that if ever you need to know something Mary was the one to call. She humbly replied "That was my job" and kindly said "Thank you". Ms. Bowyer was given a standing ovation by all who were present.

A plaque was also awarded to former Mayor James Bridges who was unable to attend the meeting.

I make a motion that we allow the use of the NCSA Contract.

YES VOTES: William Agy, Stephanie Smith, Randall French, Steve Hall, Glenn Baggett, Johnathan Floyd, Darrell Kingsmill, Howard Spurgeon, Vickie Reedy, Jean Tolley, Garet Mathis and Fred Richardson.

MOTION PASSED

MASTER COOPERATIVE PURCHASING AGREEMENT

This Master Cooperative Purchasing Agreement ("Agreement"), effective January 30, 2023, is made by and between the North Carolina Sheriffs' Association, Inc. ("NCSA"), a North Carolina non-profit corporation, and the County of Houston, Tennessee ("End User"), a local government created under the laws of the State of Tennessee.

WITNESSETH

WHEREAS, NCSA's Fire/EMS/Law Enforcement Specialty Vehicles Procurement Program is a cooperative bid program where NCSA solicits bids for emergency vehicles to be purchased directly from vendors by units of local government or political subdivisions, including, but not limited to, municipalities and counties, local county boards of public instruction, and local public safety agencies or authorities; and

WHEREAS, the purpose of the Fire/EMS/Law Enforcement Specialty Vehicles Procurement Program is to provide public procurement of quality goods to support effective and efficient government, ensuring the prudent use of public funds. This includes providing efficient delivery of products and services; obtaining best value through competition; offering fair and equitable competitive contracting opportunities for suppliers; and maintaining public confidence through ethical and transparent procurement practices; and

WHEREAS, NCSA will serve as the "Contract Administrator" in the solicitation of bids process. The purpose of the solicitation for bids is to identify the most suitable manufacturer's authorized dealer for the purchase of specialty vehicles on a "no trade-in basis;" and

WHEREAS, the NCSA Contract Administrator will award the bid to the lowest and best responsive bidder by specification and by manufacturer. The award will be determined by the price of the bid, qualifications based on a dealer's facilities and financial resources, and demonstrated ability to perform the work in a satisfactory manner.

NOW, THEREFORE, NCSA and the End User agree as follows:

1.0 Responsibilities of the parties.

- 1.1 The NCSA will identify, solicit, and invite interested specialty vehicle vendors, including but not limited to Fire, EMS and Law Enforcement specialty vehicle manufacturers, dealers and certified representatives, to submit bids for specialty vehicles.
- 1.2 The NCSA will develop and provide all necessary solicitation, bid, and contract award documents which will enable End User to purchase specialty vehicles directly from vendors at a competitive price.

- 1.3 The NCSA will consult with the End User as needed in order to facilitate End User's purchase of specialty vehicles through the Fire/EMS/Law Enforcement Specialty Vehicles Procurement Program.
- 1.4 The NCSA will prepare "solicitation for bid" documents in order to obtain price commitments from manufacturers and dealers for the sale of specialty vehicles to End User.
- 1.5 The End User agrees to be bound by the NCSA Fire/EMS/Law Enforcement Specialty Vehicles Procurement Program Solicitation for Bids and Contract Terms and Conditions, which is attached hereto and incorporated by reference as if fully set forth herein.
- 1.6 The End User agrees to provide to the NCSA all information and assistance requested by the NCSA that is reasonably necessary to remain in compliance with the Fire/EMS/Law Enforcement Specialty Vehicles Procurement Program Solicitation for Bids and Contract Terms and Conditions.

2.0 **Compliance with Laws.** NCSA and End User each represent and warrant to the other party that each has obtained all regulatory approvals and licenses necessary to enter into and perform under the terms and conditions of this Agreement. Further, the NCSA and the End User represent and warrant to the other party that each is in compliance with all applicable laws and regulations and each party covenants to remain in compliance with such laws and regulations during the term of this Agreement.

3.0 **Term.** The term of this Agreement shall commence on the date set out above and shall continue in effect for one (1) year. Thereafter, this Agreement shall renew automatically for successive one (1) year terms ending on the initial anniversary date each year.

4.0 **Termination.** This Agreement may be terminated by either party at any time without cause by written notice to the other party given at least ninety (90) days in advance of the effective date of termination.

5.0 **Trademarks and Copyrights.** The parties reserve the right to the control and use of their names and all seals, symbols, trademarks, or service marks presently existing or later established. Neither party shall use the other party's name, seals, symbols, trademarks, or service marks in advertising or promotional materials or otherwise without the prior written consent of such other party unless agreed to in this document. Any use by a party, without the approval of the other party, of the name, symbols, trademarks or service marks of such other party shall cease immediately upon the earlier of written notice of such other party or termination of this Agreement. Each party hereby grants the other party the right to use its name, address, and telephone number in connection with

the other party's obligations hereunder.

6.0 **Notices.** Any notice required to be given pursuant to the terms of this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, postage prepaid to the recipient at its respective address designated on the signature page of this Agreement.

7.0 **Independent Contractors.** The NCSA and the End User are each acting as independent contractors under this Agreement and not as a partner, joint venture or employee of any other party to this Agreement. Each party shall be responsible for all taxes or similar charges payable with respect to any amounts received by such party under this Agreement. End User shall have no authority to bind NCSA to any agreement or obligation. NCSA shall have no authority to bind End User to any agreement or obligation. No party shall make any representations to the contrary.

The responsibilities of the NCSA in administering the Fire/EMS/Law Enforcement Specialty Vehicles are limited to those specified in the NCSA Fire/EMS/Law Enforcement Specialty Vehicles Procurement Program Solicitation for Bids and Contract Terms and Conditions, attached hereto and incorporated by reference as if fully set forth herein. This Agreement shall not create additional legal obligations for NCSA beyond those specified in the attached Terms and Conditions.

8.0 **Amendments.** The parties reserve the right to amend or terminate this Agreement, as provided herein or as specified by amendment. All amendments or modifications to this Agreement must be mutually agreed to in writing by the End User and the NCSA.

9.0 **Severability.** If any portion of this Agreement shall, for any reason, be invalid or unenforceable, such portion shall be ineffective only to the extent of any such invalidity or unenforceability, and the remaining portion or portions shall nevertheless be valid, enforceable, and of full force and effect.

10.0 **Waiver.** The waiver by either party of any breach of, or failure to insist upon strict compliance with, any provision of this Agreement or warranty or representation set forth herein, shall not be construed as a waiver of any prior or subsequent breach of or failure of strict compliance with the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

11.0 **Entire Agreement.** This Agreement, including any exhibits or attachments hereto, contains all of the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersedes any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement.

12.0 **Execution in Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute a single instrument.

13.0 **Assignment.** Neither party shall in any manner assign, subcontract, or otherwise delegate its rights, duties or obligations under this Agreement unless the other party approves of such assignment, subcontract, or delegation by prior written consent thereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

14.0 **Force Majeure.** The obligations of the NCSA and the End User hereunder shall be excused during any period of delay or inability to perform caused by matters such as strikes, acts of God, shortages of raw materials or power, an inability to obtain products or services after the parties use their best efforts to provide such products or services, governmental action or compliance with governmental requirements, whether voluntary or pursuant to order, or any other matter which is beyond the reasonable efforts of the parties to control.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement to be effective as of the day and year shown on the first page.

North Carolina Sheriffs' Association, Inc.
Post Office Box 20049
Raleigh, North Carolina 27619

County of Houston, Tennessee
4725 E. Main St. #101
Erin, Tennessee 37061

By: _____

Jason Bennett
Director – Business Development

By: _____

I move we approve.

MOTION PASSED



Houston County Fire Department
P.O. Box 50
2400 West Main St.
Erin, Tennessee 37061
Chief James Stanley
Cell: 931-801-7585
Office: 931-289-4460



7 February 2023

To: Houston County Commissioner's

Ladies and Gentleman,

As I announced last month, we were awarded a Fire Marshalls Office Grant in the amount of \$28,025. While this has no matching funds required, it is a reimbursable grant. What this means is that we have to spend the money and then we would be reimbursed by the State.

I am seeking permission to use \$28,025, out of line item 101-54310-790. This line item is where the \$100,400 was put for the new engine that you matched for the CDBG Grant. When the State Fire Marshalls Office reimburses us, that money will go back into line item 101-54310-790 to replace the \$28,025.

This should not cause an issue as the CDBG monies will not be needed until the new engine arrives. Looking at fire departments across the State, they are being reimbursed within a couple months of submitting the required paperwork.

Thank you for your time.


Respectfully submitted,
Chief James Stanley

MOTION by Randall French, second by Howard Spurgeon.

I make a motion we accept the grant.

MOTION PASSED

06-16-22 GG

<div><div>GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)</div></div>					
Begin Date March 15, 2023		End Date March 14, 2024		Agency Tracking # 33501-2325180	
Edison ID Non-Edison Contract #76166-69					
Grantee Legal Entity Name Houston County				Edison Vendor ID 2845	
Subrecipient or Recipient <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		Assistance Listing Number Grantee's fiscal year end			
Service Caption (one line only) Volunteer Firefighter Equipment and Training Grant Program					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2023	\$28025				\$28025
TOTAL:	\$28025				\$28025
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection		Procured pursuant to the Department's approved Delegated Authority (Edison #76166) to procure services in accordance with Tenn. Comp. R. & Regs. Rule 0690-03-01-04 and Rule 0690-03-01-05(4).			
<input type="checkbox"/> Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			CPO USE - GG		
Speed Chart (optional)		Account Code (optional)			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF COMMERCE AND INSURANCE
STATE FIRE MARSHAL'S OFFICE
AND
HOUSTON COUNTY**

This Grant Contract, by and between the State of Tennessee, Department of Commerce and Insurance, State Fire Marshal's Office, hereinafter referred to as the "State" or the "Grantor State Agency" and Houston County, hereinafter referred to as the "Volunteer Fire Department," is for the provision of grant funds under the Volunteer Firefighter Equipment Grant Program, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Volunteer Fire Department Edison Vendor ID # 2845

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Volunteer Fire Department shall provide all services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. 2019 Public Acts Chapter 497 creates the Volunteer Firefighter Equipment and Training Program (Program). The Program establishes a fund for volunteer fire departments to use their local match portion from federal grants for equipment and training and creates a State grant program awarding funds to volunteer fire departments for equipment to better protect volunteer firefighters and the communities they serve. In accordance with the grant guidelines adopted by the State, the Volunteer Fire Department responded to a grant solicitation by submitting a Volunteer Firefighter Equipment and Training Grant Program Application (Attachment D), which was reviewed by the selection committee.
- A.3. The Grantor State Agency shall award a grant in the amount specified in Section C.1. to the Volunteer Fire Department toward the line items specified in the Volunteer Firefighter Equipment and Training Grant Program Application (Attachment D) and specified in the Grant Budget Line-Item Detail (Attachment B).
- A.4. The Volunteer Fire Department shall notify the Grantor State Agency in writing when the grant funds have been utilized and include a detailed list of expenditures which shall consist of invoices and receipts when applicable.
- A.5. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Volunteer Fire Department's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
 - a. this Grant Contract document with any attachments or exhibits (excluding the items listed at sub-sections b. and c. below);
 - b. the State grant proposal solicitation as may be amended; and
 - c. the Volunteer Fire Department's Volunteer Firefighter Equipment and Training Grant Program Application (Attachment D) incorporated to elaborate supplementary scope of services specifications.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on March 15, 2023 ("Effective Date") and extend for a period of twelve (12) months after the March 14, 2024 ("Term"). The State shall have no

obligation for goods or services provided by the Volunteer Fire Department prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed twenty thousand twenty five dollars (\$28025) ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment A, shall constitute the maximum amount due the Volunteer Fire Department 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 Volunteer Fire Department.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the Term and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology – Total Advance Payment. The Volunteer Fire Department 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. Payment to the Volunteer Fire Department shall be a lump sum made in advance upon approval of this Grant Contract.
- C.4. Travel Compensation. Reimbursement to the Volunteer Fire Department 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. Reserved.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. Reimbursable expenditures may NOT vary from the Grant Budget line-item amount(s) detailed in Attachment B.
- C.7. Disbursement Reconciliation and Close Out. The Volunteer Fire Department 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 Section C of this Grant Contract, the Volunteer Fire Department shall refund the difference to the State. The Volunteer Fire Department shall submit said refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Volunteer Fire Department 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 Volunteer Fire Department's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Volunteer Fire Department being deemed ineligible for reimbursement under this Grant Contract, and the Volunteer Fire Department shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - d. The Volunteer Fire Department must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

- C.8. Indirect Cost. Should the Volunteer Fire Department request reimbursement for indirect costs, the Volunteer Fire Department 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 Volunteer Fire Department 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 Volunteer Fire Department 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 Volunteer Fire Department 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 Volunteer Fire Department.
- 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 matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Volunteer Fire Department 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 deduct from amounts that are or shall become due and payable to the Volunteer Fire Department under this Grant Contract or any other contract between the Volunteer Fire Department and the State of Tennessee under which the Volunteer Fire Department has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Volunteer Fire Department shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Volunteer Fire Department shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Volunteer Fire Department acknowledges and agrees that, once this form is received by the State, all payments to the Volunteer Fire Department under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Volunteer Fire Department 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 Volunteer Fire Department's Federal Employer Identification Number or Social Security Number referenced in the Volunteer Fire Department'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 (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this 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 Volunteer Fire Department at least thirty (30) days written notice before the effective termination date. The Volunteer Fire Department 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 Volunteer Fire Department 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 Volunteer Fire Department 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 Volunteer Fire Department fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Volunteer Fire Department violates any terms of this Grant Contract ("Breach Condition"), the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Volunteer Fire Department shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Grant Contract.
- D.5. Subcontracting. The Volunteer Fire Department 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 Volunteer Fire Department shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Volunteer Fire Department 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 Volunteer Fire Department in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Volunteer Fire Department 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 Volunteer Fire Department shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Volunteer Fire Department 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:

Ben Conrady, Chief Counsel for Fire Prevention
 Department of Commerce and Insurance
 Davy Crockett Tower
 500 James Robertson Parkway
 Nashville, TN 37243
 Email: ci.procurement@tn.gov
 Telephone # (615) 253-7271

The Volunteer Fire Department:

Debbie Smith
 Houston County
 PO Box 366
 Erin, Tennessee 37061
 hcassist@peoplestel.net
 Telephone # (931) 289-1590

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 Volunteer Fire Department. 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 Volunteer Fire Department shall cease all work associated with the Grant Contract. Should such an event occur, the Volunteer Fire Department shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such

termination, the Volunteer Fire Department 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 Volunteer Fire Department agrees 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 Volunteer Fire Department 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 Volunteer Fire Department shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Volunteer Fire Department shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Volunteer Fire Department warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable requirements in the course of this Grant Contract.
 - b. The Volunteer Fire Department 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 Volunteer Fire Department 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 Volunteer Fire Department in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
- D.12. Public Accountability. If the Volunteer Fire Department 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 Volunteer Fire Department on behalf of the State, the Volunteer Fire Department agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Volunteer Fire Department 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 Volunteer Fire Department, provide Volunteer Fire Department 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 Volunteer Fire Department 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 Volunteer Fire Department in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Volunteer Fire Department and its employees and all sub-Volunteer Fire Departments 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 Volunteer Fire Department and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Volunteer Fire Department and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

The Volunteer Fire Department 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 Volunteer Fire Department 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 Volunteer Fire Department'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 Volunteer Fire Department shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Volunteer Fire Department 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 Volunteer Fire Department 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 Volunteer Fire Department shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Volunteer Fire Department'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 Volunteer Fire Department 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 Volunteer Fire Department shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

- D.19. Audit Report. The Volunteer Fire Department shall be audited in accordance with applicable Tennessee law.

If the Volunteer Fire Department is subject to an audit under this provision, then the Volunteer Fire Department shall complete Attachment C.

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

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

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Volunteer Fire Department shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Volunteer Fire Department is a subrecipient, the Volunteer Fire Department shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

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

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

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such 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 Volunteer Fire Department 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 Volunteer Fire Department's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Volunteer Fire Department 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 Volunteer Fire Department's performance longer than forty-eight (48) hours, the State may, upon notice to Volunteer Fire Department: (a) cease payment of the fees until Volunteer Fire Department 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. Volunteer Fire Department 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 Volunteer Fire Department 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 Volunteer Fire Department 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 Volunteer Fire Department 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 Volunteer Fire Department 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 Volunteer Fire Department pursuant to the provisions of this program's prior year Grant Contracts between the State and the Volunteer Fire Department.

The Volunteer Fire Department grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Volunteer Fire Department 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 Volunteer Fire Department hereby grants the State a security interest in said equipment or motor vehicles. The Volunteer Fire Department 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 Volunteer Fire Department 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 Volunteer Fire Department 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 Volunteer Fire Department 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 Volunteer Fire Department'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 Volunteer Fire Department 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 Volunteer Fire Department 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. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;
- 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 Volunteer Fire Department's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Volunteer Fire Department no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Volunteer Fire Department 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 Volunteer Fire Department shall inventory equipment or motor vehicles annually. The Volunteer Fire Department must compare the results of the inventory with the inventory control report and investigate any differences. The Volunteer Fire Department must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Volunteer Fire Department 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 Volunteer Fire Department 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 Volunteer Fire Department 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 Volunteer Fire Department 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 Volunteer Fire Department shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Volunteer Fire Department 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 Volunteer Fire Department acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Volunteer Fire Department certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Volunteer Fire Department 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 Volunteer Fire Department shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Volunteer Fire Department by the State or acquired by the Volunteer Fire Department 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 Volunteer Fire Department to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Volunteer Fire Department 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. The Volunteer Fire Department 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. 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.

IN WITNESS WHEREOF,
HOUSTON COUNTY:

VOLUNTEER FIRE DEPARTMENT SIGNATURE

DATE

PRINTED NAME AND TITLE OF VOLUNTEER FIRE DEPARTMENT SIGNATORY (above)

DEPARTMENT OF COMMERCE AND INSURANCE:

CARTER LAWRENCE, COMMISSIONER

DATE

ATTACHMENT A

GRANT BUDGET				
Additional Identification Information as Necessary				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable				
Period: BEGIN: March 15, 2023 END: March 14, 2024				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	VOLUNTEER FIRE DEPARTMENT PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award ²	\$28025	0.00	\$28025
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 ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	\$28025	0.00	\$28025

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <https://www.tn.gov/finance/looking-for/policies.html>).

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

ATTACHMENT B

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Helmets	5
Goggles	5
Hoods – Firefighting	5
Bunker Coats	5
Bunker Pants & Suspenders	5
Boots	5
Gloves – Firefighting	5
SCBA Units	
Federal Grant cost share	
SCBA Cylinders	
Air Compressor/ Fill Station	
PPE Washer/Dryer	1
Radios	
SKID	
Thermal Imaging Cameras	
Hose	
Hose Accessories	
Other	
Training	
TOTAL	\$28025

ATTACHMENT C

Parent Child Information

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

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

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

Volunteer Fire Department's Edison Vendor ID number: 2845

Is Volunteer Fire Department Houston County a parent? Yes ☐ No

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

Is Volunteer Fire Department Houston County a child? Yes ☐ No

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

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

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

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

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



Volunteer Firefighter Equipment and Training Grant Program Application



Application – Checklist

The Volunteer Firefighter Equipment and Training Grant program establishes a fund for volunteer fire departments to utilize for necessary equipment and training. The funds can be used to meet federal grant matching requirements for firefighting equipment and training or for local purchases of firefighting equipment. For additional information regarding the Program, please refer to the rules at <https://publications.tnsosfiles.com/rules/0780/0780-02/0780-02-24.20200921.pdf>.

Eligible volunteer fire department must have a valid recognition certificate from the State Fire Marshal's Office and must be staffed by less than 51% full-time career firefighters. Volunteer fire departments may apply for both the Volunteer Firefighter Equipment and Training Grant Program and the Rescue Squads Grant Program. However, a volunteer fire department may only receive an award from one of the programs. If you have any questions related to this application, please contact fire.prevention@tn.gov.

All applications must be complete and received by the SFMO by December 1, 2022, at 2:00 p.m.

Completing this checklist will help you prepare your Volunteer Firefighter Equipment and Training Grant Program (VFEAT) application. Prior to turning in your application, ensure that you've completed or meet the following:

Verify Eligibility	
<input checked="" type="checkbox"/>	Verify that fire department recognition is up-to-date pursuant to TCA § 68-102-304
<input checked="" type="checkbox"/>	Verify compliance with the National Fire Incident Reporting System (NFIRS) reporting as pursuant to TCA § 68-102-111
Preference Metrics	
<input checked="" type="checkbox"/>	Verify that your fire department is current with annual financial report filings with the Comptroller of the Treasury as pursuant to TCA § 68-102-309
<input checked="" type="checkbox"/>	Review training records to ensure personnel meet the minimum training requirements established by TCA § 4-24-112 (a) – (e)
<input checked="" type="checkbox"/>	Update information in FDTN*
<input checked="" type="checkbox"/>	Complete form "Application – Grant Information" (pages 2-3 of this document)
<input checked="" type="checkbox"/>	Complete form "Application – Roster (Optional)" (page 4 of this document)
<input type="checkbox"/>	If applying for federal grant match, attach a copy of the award letter
Financial Documents (Must be completed prior to funds being disbursed)	
<input type="checkbox"/>	Register as an Edison vendor
<input type="checkbox"/>	Complete State of Tennessee Supplier Direct Deposit Authorization
<input type="checkbox"/>	Complete Form W-9

*Fire department information for this grant will be pulled from FDTN. To access this portal, visit tnmap.tn.gov/fdtn/. For help logging in, please contact Mike Batstone at michael.x.batstone@tn.gov.

If you have any other questions regarding the application, please email SFMO.grants@tn.gov.

Application - Grant Information (Equipment Inventory and Request Details)

All items requested must meet the most current applicable NFPA standard. Applicants may attach additional sheets with more information for items that require description.

Item Description (*high priority *medium priority)	Number of Items in Current Inventory	Number of Items to be Replaced with Funding	Avg Age of Items to be Replaced (in years)	Number of New Items to be Added to Inventory with Funding	Total Number of Items Requested (replacemen t + new)	Item Price (per unit)	Total Cost
Full Set of Turnout Gear Including SCBA**						\$10,905	\$ 0.00
SCBA Units (harness, face piece, 2 cylinders) **						\$7,500	\$ 0.00
Boots**	22	7	6.00	0	7	\$360	\$ 2,520.00
Bunker Coats**	22	7	6.00	0	7	\$1,050	\$ 7,350.00
Bunker Pants**	22	7	6.00	0	7	\$1,400	\$ 9,800.00
Gloves (Firefighting)**	22	7	6.00	0	7	\$100	\$ 700.00
Goggles**	22	7	6.00	0	7	\$60	\$ 420.00
Helmets**	22	7	6.00	0	7	\$375	\$ 2,625.00
Hoods (Firefighting)**	22	7	6.00	0	7	\$100	\$ 700.00
SCBA Spare Cylinders**						\$1,200	\$ 0.00
Federal grant cost share**	Please include a copy of your complete award package with this application.						\$
Air Compressor/Fill Station*						\$49,500	\$ 0.00
PPE Washer/Dryer*	0	0	0.00	1	1	\$10,800	\$ 10,800.00
Portable Radios for Firefighters*						\$1,615	\$ 0.00
Thermal Imaging Cameras*						\$4,200	\$ 0.00
Hose*, describe:						\$	\$ 0.00
Hose Accessories*, describe:						\$	\$ 0.00
SKID Units						\$	\$ 0.00
Other, describe:						\$	\$ 0.00
Training, describe:	Firefighters that will receive training:					\$	\$ 0.00
TOTAL AMOUNT REQUESTED:							\$ 34,915.00

By signing below, I affirm that the information contained herein is accurate, and I understand that by making a false statement in this application, I am subject to the penalties of perjury pursuant to Tenn. Code Ann. § 39-16-702(a)(4).

Chief Signature: _____
IN-1990 (Rev. 08/22)

Date: 11/30/22
RDA 1780


 Fire Department Name: Houston County FDID: 42701

 Department of
Commerce &
Insurance

Application - Roster (Optional)

Please list all active firefighters on your department's roster. This is not required for your application to be processed but bonus points will be awarded to departments who successfully fulfill this part of the application. If the number of firefighters exceeds the number of rows on this form, please attach a separate document.

Fire Department Active Roster			
Firefighter Name	Career ^a	Volunteer ^b	Meets minimum state training requirement ^c
James Stanley		Volunteer	Yes
Beth Flakowski		Volunteer	No
Scott Hamilton		Volunteer	No
Bill Halt		Volunteer	No
Kawanna Ward		Volunteer	No
Tracy Stavely		Volunteer	No
Ray Bradley		Volunteer	No
Brian Richardson		Volunteer	No
Osaron Burney		Volunteer	No
Jennifer Roberson		Volunteer	No
Lou Stavely		Volunteer	No
Donnette Stanley		Volunteer	No
Tammy Wimberly		Volunteer	No
Vernon Lyons		Volunteer	No
Julie Miles		Volunteer	No
Jon Gesell		Volunteer	No
Edward Denham		Volunteer	No
Machelle Murphy		Volunteer	No
Beth Denham		Volunteer	No
Shane Richards		Volunteer	No
Grant Hudson		Volunteer	No
Ryan Nash		Volunteer	No

^a Career firefighter: Firefighter employed on a full-time basis with this fire department

^b Volunteer firefighter: Member of the fire department on either a non-pay or part-pay basis who is not employed in a full-time capacity with this fire department

^c State minimum firefighter training: 16-hour initial training course and within 36 months of hire or acceptance the 64-hour basic and live firefighting course

By signing below, I affirm that the information contained herein is accurate, and I understand that by making a false statement in this application, I am subject to the penalties of perjury pursuant to Tenn. Code Ann. § 39-16-702(a)(4).

Chief Signature: _____

 Date: 11/30/22


IN-1990 (Rev. 08/22)

RDA 1780



Fire Department Name: Houston County FDID: 42701



Application - Grant Information

Fire Department Information

Fire Department Name: Houston County Fire Department
 FDID: 42701 Federal Employer Identification Number (FEIN): 62-6011425
 Mailing Address: PO Box 366
 City: Erin Zip: 37061 Primary County: Houston

Authorized Representative Information

Title: Grants Manager First Name: Debbie Last Name: Smith
 Phone: (931) 289-1590 Email: hcassist@peoplestel.net

Department Statistics

Fires Reported to NFIRS - Series 100: **2019** 20 **2020** 11 **2021** 45

Amount of money expended to operate your fire department (excluding station construction and vehicle/apparatus acquisition) during fiscal year: **2019** \$ 81,287.00 **2020** \$ 83,503.00 **2021** \$ 70,425.00

How much total funding are you requesting? \$ 34,915

Are the funds requested going to be used for a federal grant cost share? No

If you are applying for the local cost share of a federal grant, the full award package MUST be attached to this application.

What items are you requesting funding for in this application? How will this grant funding assist your department in improving firefighter safety and protecting lives and property in your jurisdiction?

Our current PPE inventory shows 3 sets of PPE over 10 years old, 4 sets with irreparable damage and 2 sets are mismatched making them non-compliant and unsafe to use. Only 13 of our 20 volunteer firefighters have compliant PPE. With a 16% reduction in our operating budget in FY21, we cannot handle the expense of replacing these sets of PPE. We currently do not have a PPE washer/dryer and are forced to wash our PPE in our personal washers at home. This funding for 7 new sets of PPE and a PPE washer/dryer will improve our firefighter safety by replacing non-compliant PPE and prevent exposure to carcinogens by not having to wash our PPE at home that also endangers our families. Our volunteers will be better equipped and protected by this funding.

The final portion of this application asks that you attach a roster of active personnel and specify those who meet Tennessee's minimum firefighter training standard. The roster is optional, but please indicate the following as defined on the final portion as part of a complete application:

Count of career firefighters: 0 Count of volunteer firefighters: 20 Count of personnel who meet minimum state training requirements: 1

Application – Grant Information (Equipment Inventory and Request Details)

All items requested must meet the most current applicable NFPA standard. Applicants may attach additional sheets with more information for items that require description.

Item Description (**high priority medium priority)	Number of Items in Current Inventory	Number of Items to be Replaced with Funding	Avg Age of Items to be Replaced (in years)	Number of New Items to be Added to Inventory with Funding	Total Number of Items Requested (replacement + new)	Item Price (per unit)	Total Cost
Full Set of Turnout Gear including SCBA**						\$10,905	\$ 0.00
SCBA Units (harness, face piece, 2 cylinders) **						\$7,500	\$ 0.00
Boots**	22	7	6.00	0	7	\$360	\$ 2,520.00
Junker Coats**	22	7	6.00	0	7	\$1,050	\$ 7,350.00
Junker Pants**	22	7	6.00	0	7	\$1,400	\$ 9,800.00
Gloves (Firefighting)**	22	7	6.00	0	7	\$100	\$ 700.00
Goggles**	22	7	6.00	0	7	\$60	\$ 420.00
Helmets**	22	7	6.00	0	7	\$375	\$ 2,625.00
Boots (Firefighting)**	22	7	6.00	0	7	\$100	\$ 700.00
SCBA Spare Cylinders**						\$1,200	\$ 0.00
Federal grant cost share**	Please include a copy of your complete award package with this application.						\$
Air Compressor/Fill Station*						\$49,500	\$ 0.00
PE Washer/Dryer*	0	0	0.00	1	1	\$10,800	\$ 10,800.00
Portable Radios for firefighters*						\$1,615	\$ 0.00
Thermal Imaging Cameras*						\$4,200	\$ 0.00
to describe:						\$	\$ 0.00
Hose Accessories*, describe:						\$	\$ 0.00
KID Units						\$	\$ 0.00
Other, describe:						\$	\$ 0.00
Training, describe:	Firefighters that will receive training:					\$	\$ 0.00
TOTAL AMOUNT REQUESTED:							\$ 34,915.00

By signing below, I affirm that the information contained herein is accurate, and I understand that by making a false statement in this application, I am subject to the penalties of perjury pursuant to Tenn. Code Ann. § 39-16-702(a)(4).

Chief Signature: _____

Date: 11/30/22

IN-1990 (Rev. 08/22)

RDA 1780

MOTION by Steve Hall, second by Darrell Kingsmill.

I make a motion to approve.

MOTION PASSED

Houston County Tennessee

CDBG-CV ADDRESSING FOOD INSECURITY GRANT APPLICATION

RESOLUTION No. _____

WHEREAS, as part of the CARES Act, Congress appropriated \$5 billion to the US Department of Housing and Urban Development (HUD) for allocation through the Community Development Block Grant Coronavirus Response Supplement (CDBG-CV) program. The Tennessee Department of Economic and Community Development (TNECD) has been designated to administer these funds; and

WHEREAS, \$10,000,000 has been allocated by TNECD for addressing food insecurity throughout the state under the CDBG-CV program; and

WHEREAS, Bethesda Community Mission would benefit from this funding to purchase equipment and items to better serve Houston County; and

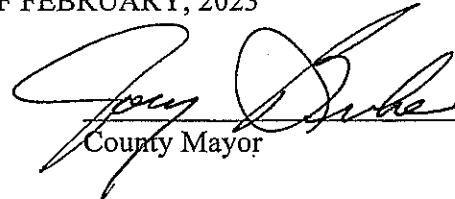
WHEREAS, Houston County must be the applicant for this funding and will partner with Bethesda Mission; and

WHEREAS, Houston County must pass a resolution stating intent to apply for CDBG-CV funding.

NOW, THEREFORE, BE IT RESOLVED, by the Houston County Commission, THAT


Houston County intends to submit an application for CDBG-CV funding to benefit Bethesda Community Mission.

PASSED AND SO ORDERED ON THIS 27th DAY OF FEBRUARY, 2023



County Mayor

Attest:



County Court Clerk



Mayor Joey Brake, County Mayor reported to this legislative body that next was 911 Department, Perigo quote. That we would continue with this and no action needed tonight.

317

Mayor Joey Brake, Director of Schools Kris McAskill, Head of the School Board Jeff Mathis and Commissioners Randal French and Howard Spurgeon visited Nashville and spoke with several Senators and the Speaker of the Senate on 8 items described in the text below.

Item 1. Welcome Center for Houston County

Per our discussion we are requesting assistance on arranging funds for the development and construction of a Welcome Center in Houston County. The location would be in the area of Highway 149 and Highway 13 within the City of Erin, Tennessee. Within this facility we propose among other needs a disaster support center and Tornado shelter for the citizens of this county. We envision a space that would allow for the administration of assistance to those needing a place to live for a short time until natural disasters events were over. We also see the center as a home for our archives and Museum of artifacts of this historic area within the state. The center would be staffed by professionals and volunteers and connect to an expanded walkway across Highway 149. The existing walking trail within the city would need to be expanded by approximately 2 tenths of a mile.

Item 2. Return of National Guard Armory facilities to the ownership of Houston County.

For a number of years the National Guard has had a facility located in the City of Tennessee Ridge. The guard has now consolidated back to the facility in Humphreys County thus leaving the facility vacant. The county maintains a county park adjacent to the facility for ball fields and other support buildings housing the Veterans Service Officer and organizations relating to those who served in the service. The facility has in the past support the dispersal of foods through Bethesda Mission and as result if Covid could no longer support that effort. We envision a multiple use facility supporting county government and organizations that enhance the lives of citizens in this county. The facility could be used as a Senior Citizen Center that would be ADA compliant, a centralized location to support meals-on-wheels, or an additional meeting facility that could also be used to support home demonstration clubs with the UT Extension offices. It would be ideal for a farmers market/vendor sales (yard sales) location and also could assist with future off campus accelerated degree program classes.

Item 3. 911 Fee Structure and Support needed for Aiding County Services.

Due to recent upgrade enhancements of 911 and our growing needs within the county the fee structure for supporting the 911 center have fallen short of the cost associated. The county currently supports three towers within the area and have had to build two new towers in the past 3 years. Employee salaries are insufficient to staff and maintain the call center and thus directing emergency services to the location requested. The revenue from the state has fallen short of providing funding to operate the centers. This issue concerns all centers within the State of Tennessee.

Item 4. Drinking Water Infrastructure Currently Insufficient to Support County Needs.

The needs for additional water resources within the county became apparent during the recent freeze event of December 2022. Our cities were supported by the county without providing county ARP to help their structure and eliminate leaks, etc. This amount of funding resulted in approximately four million dollars being available to the cities when coupled with other grants. However, our lack of ability to expand services has hampered the distribution of drinkable water to many areas within the western portion of the county. During a recent auction 53 of 75 lots on Kentucky lake were sold in the first day but without water to that area homes have not yet begun to be developed. These lots with average home will greatly enhance the property tax rolls of our county. We believe that either a water development station, wells, towers will need to be built in order to continue development into this area.

Item 5. Highway 149 Expansion to Eliminate Safety and Congestion Issues.

We need an expansion of Highway 149 from its current dead-end into Highway 49 to allow it continuing forward approximately two tenths of a mile where it could be merged into Highway 13. This eliminates large trucks going or coming to/from interstate 40 and their need to make multiple sharp turns and removes them from having to pass the local elementary school. Existing bridges and highway traffic have resulted in truck overturn's thus blocking traffic in the area. Additionally, during school hours many parents line up to turn into the school thus creating a narrowing area for traffic.

Item 6. Landfill/Transfer Station

We as a small county need support with equipment and ongoing needs in removing garbage from the county. We used ARP funds to purchase equipment but ongoing operations requires constant evaluation of needs at the Landfill.

Item 7. We are requesting additional support in expanding the Danville Landing Park. We need additional rock fill to allow our servicing larger boat traffic on the river and funds are needed to offer food services, fuel and other supplies to users at the park. We are getting ready to expand the park size by requesting additional land next to the park from TVA thus creating an increased recreational area for the citizens of Tennessee.

Item 8. Jailed Prisoners and their Health Needs Cost.

As with many counties we are experiencing larger and larger cost related to prisoner health. Currently our cost for FY22/23 will exceed \$200,000 for our jail population. We do not have an answer but wish the topic to become a discussion among the various offices at the state level. We will be reviewing the state prisoners held in the county to provide the requested feedback on cost of health services of state prisoners.

The above projects are a few of the activities currently needed within the county to provide growth and opportunities for our At-Risk area. Any assistance in these areas will be greatly appreciated.

I make a motion we approve.

MOTION PASSED

DocuSign Envelope ID: AD97678E-C8A3-4401-B2E2-590E17633269



Frantz Law Group
A Professional Law Corporation

CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATION

February 22, 2023

Sent via Electronic Mail

Houston County
Mayor Joey Brake, County Mayor
countymayor@hocotn.com

Re: Settlement Offer for Government Entity Claims Against JUUL Labs, Inc. ("JLI")

Dear Houston County:

We are pleased to inform you that pursuant to the confidential, global "Government Entity Settlement Agreement" with JUUL Labs, Inc. ("JLI"), Houston County is eligible to receive a gross offer of **\$8,325.00** to resolve its Government Entity claims against JLI. From that amount, attorneys' fees, case costs, and the court-ordered Common Benefit Expense assessment will be deducted. In addition, any liens that may exist on the Settlement Funds must be satisfied and discharged before any Settlement Funds are released to Houston County.

This gross settlement offer amount was determined by an allocation method and group of objective factors approved by the court-appointed Mediator. The accompanying "JUUL School District Allocation Approach" document describes in detail those factors and the allocation methodology. The accompanying "Final Allocation: School Districts and Regional Education Agencies" document provides further information regarding the objective factors used in the allocation.

Please note, as explained further in the enclosed "Description of Confidential Settlement Agreement" document, the gross settlement offer amount set forth above does not include any portion of the Bonus Payment funds to which Houston County will ultimately be entitled. The Bonus Payment funds could result in an *additional* total payment of as much as 8.1% of the gross settlement offer stated above.

You are free to accept or reject this settlement offer, but we strongly recommend that you accept it. We believe that this is a fair and reasonable settlement offer for your Government Entity claims against JLI given (a) significant uncertainties regarding JLI's solvency; (b) the JLI-related harm the Entity has suffered; and (c) the burdens, risks, uncertainties, time, and expense of continued litigation (expense that the Entity would ultimately bear). In our opinion, this Settlement is the best opportunity to receive fair and reasonable compensation for your Government Entity

claims in the foreseeable future. Based upon the knowledge and experience we have gained through our years of involvement in the litigation against JLI, we believe that settling now and receiving payment for your Government Entity claims is clearly in your best interest.

If you reject this settlement offer, your Government Entity claims against JLI will continue in the court system. This will involve substantial additional delay and expense to you, and you also run the risk of ultimately receiving nothing for your claims against this defendant.

If you choose to follow our recommendation and accept your Government Entity settlement offer, please **carefully review all of the accompanying documents**, and then do **ALL** of the following:

1. An individual authorized by law to enter into settlement agreements on behalf of the Government Entity should sign the accompanying "Government Entity Release of All Claims" ("Release").
2. That same authorized individual should sign this letter where indicated below.

Please return BOTH signed documents as soon as possible. **You must return ALL PAGES of BOTH documents** so that the processing of your claim will not be delayed.

A. Effect of Signing the Release

Please keep in mind that by its authorized representative signing the Release, the Government Entity is agreeing to accept the settlement money offered by JLI through the Settlement Program and, in exchange, is giving up its right to a trial against JLI and the other Released Parties.⁴⁹ Of course, trial is risky because the Government Entity could win or lose its case. If the Entity goes to trial, the jury could award it more, less, or no money against JLI. In addition, even if the Entity is successful at trial, JLI always has the right to appeal any jury award. The appeal process may take anywhere from two to three years to complete and would result in additional costs and expenses in the Entity's case. Any money awarded by the jury would not be paid to the Entity until the appeal process is complete and only if a finding has been made in the Entity's favor. Further, an appeal could also result in a judgment in the Entity's favor being set aside entirely, or a new trial could be ordered, meaning that the entire time-consuming, risky, and expensive litigation process would start over again.

Please note that the Release is a **full and final release of ALL claims** the Government Entity currently has, or may have in the future, against JLI and the other Released Parties "concerning and/or connected with JUUL Products and/or with any injury [the Government Entity] has ever claimed, or may at any time in the future claim, the Released Parties [including JLI] caused in whole or in part concerning and/or connected with JUUL Products." Please also note that, pursuant to the terms of the Release and the Settlement Agreement, the executed Release becomes effective concurrent with JLI's payment of the Initial Government Entity Settlement Amount described in the accompanying "Description of Confidential Settlement Agreement."

⁴⁹ Paragraph 10 of the enclosed Release sets out all of the Released Parties.

B. The Government Entity's Net Settlement Offer Amount

As indicated at the outset of this letter, the *net* settlement amount the Government Entity will receive will be the gross settlement amount after deductions for attorneys' fees, case costs, and the court-ordered Common Benefit Expense assessment. In addition, any liens that may exist on the Government Entity's Settlement Funds must be satisfied and discharged by the Government Entity before any Settlement Funds can be released to the Entity.

The Government Entity's *gross* settlement offer amount was determined by an allocation method and group of objective factors approved by the court-appointed Mediator. The accompanying "JUUL School District Allocation Approach" document and the "Final Allocation: School Districts and Regional Education Agencies" document describe in detail those factors and the allocation methodology. Please feel free to contact us if you have any questions about how the settlement offer value for your Government Entity was determined.

C. When the Government Entity Should Expect to Receive Its Initial Settlement Payment

As explained in the accompanying "Description of Confidential Settlement Agreement," JLI's Initial Settlement Payment into the Government Entity Settlement Trust Account will be paid within 45 days of the federal MDL Court's Final Approval of the proposed class action settlement against JLI involving economic loss claims by consumers who said they overpaid for JUUL's vaping products. On January 20, 2023, Judge Orrick granted preliminary approval of that proposed settlement. In an Order issued on January 30, 2023, Judge Orrick scheduled for August 9, 2023, the Final Approval Hearing on the proposed class action settlement. Thus, assuming Judge Orrick grants Final Approval of the class action settlement, JLI's Initial Settlement Payment into the Government Entity Settlement Trust Account would be made sometime after September 25, 2023.

The best way to ensure that your Government Entity receives its initial settlement payment as quickly as possible is to promptly review, sign, and return the Release and this letter, after you carefully review all of the accompanying documents. We will keep you apprised of any developments that may affect the timing of Judge Orrick's grant of final approval of the class action settlement and, thus, the anticipated date of JLI's Initial Settlement Payment to Government Entities.

Again, if your choose to follow our strong recommendation and accept your Government Entity settlement offer, please have an authorized official sign BOTH the Release and this letter where indicated and return all pages of BOTH executed documents to us as soon as possible.

If you have questions about any aspects of this aggregate Government Entity Settlement, this letter, the Release, or any of the accompanying documents, feel free to contact me at (855)-735-5945.

Sincerely,

Frantz Law Group

READ AND AGREED:

I am an official of the Government Entity on whose behalf I am acting and affirm that I am authorized by law to enter into settlement agreements on behalf of the Government Entity. I affirm that any and all processes required by law for me to enter into a settlement agreement on behalf of the Government Entity have been followed. I affirm that I have read and understand this letter, the Release, and the accompanying disclosure documents, and I am consenting on behalf of the Government Entity to the terms of the aggregate settlement and the settlement offer described in this letter, the Release, and the accompanying documents.

Mayor Joey Brake
Printed Name

2/24/2023

Date

County Mayor
Title within Government Entity

DocuSigned by:
Joey Brake
4363A10A0B7246A...

Signature

I make a motion we do 1 and 2.

MOTION PASSED



Rachael Mathis

Houston County Courthouse
P.O. Box 366 Erin, Tennessee 37061

hcexassist@peoplestel.net
Phone: 931-289-3633
Fax: 931-289-2799

Date: February 27, 2023

To: Legislative Body

From: County Mayor's Office

Re: Sheriff's Department

Funds are requested to move from the unassigned fund balance to the 101-54210-340 Medical and Dental Services due to cost pool limitation bill from Southern Health Partners \$13,468.15.

Sheriff's Department: Medical and Dental Services

From: 101-39000 Unassigned Fund Balance	\$13,468.15
To: 101-54210-340 Medical and Dental Services	13,468.15

Southern Health Partners
2030 Hamilton Place Blvd
Suite 140
Chattanooga, TN 37421

INVOICE	OCP20080
Type	
Date	12/31/2022
Page	1

Bill to:

Houston County Jail
3330 TN 149
ERIN TN 37061

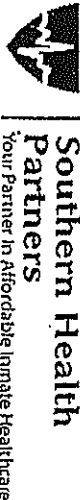
Ship to:

Houston County Jail
3330 TN 149
ERIN TN 37061

Purchase Order ID		Customer ID		Salesperson ID	Shipping Method		Payment Terms ID	
DEC 2022 OCP		HOU-7435						
Quantity	Item Number	Description			U. Of M	Discount	Unit Price	Ext. Price
1	COST POOL LIMITATION				Each	\$0.00	\$13,468.15	\$13,468.15

Thank You for Your Business
Please remit to the address above

Subtotal	\$13,468.15
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Total	\$13,468.15



Cost Pool Summary
Invoice Date: December 31, 2022

Contract Information:

Site: 7435
Houston County Jail, TN
Contract Period: July 20, 2022 - July 19, 2023
Services Covered In Cost Pool:

- Inpatient
- Outpatient
- Emergency Room
- Laboratory
- Pharmacy
- Dental
- XRay
- Dialysis
- Inpatient-Surgery
- Outpatient-Surgery
- Non-Routine Dental
- Non-Routine Pharmacy
- OB/GYN Service

Cost Pool Limitation:

\$0 - \$29,999.99

All inmate charges between these amounts are included in the county's base fees and are not chargeable back to the county.

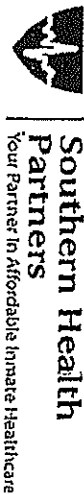
\$30,000.00 +

All inmate charges over this amount are 100.00 % responsibility of the county.

Cost Pool Charge Summary:

Total Inmate Charges Contract Year-to-Date (July 20, 2022 - July 19, 2023):	\$104,949.96
Total Inmate Charges That Have Exceeded Cost Pool:	\$74,949.96
Cost Pool Billing Calculation:	
County is responsible for 100.00 % of charges over \$30,000.00:	\$74,949.96
Total Billable Charges this Contract Year:	\$74,949.96
Total Charges Billed Year-to-Date through November 30, 2022:	\$61,481.81
Total Charges Due for this Invoice:	<u>\$13,468.15</u>

Please contact Madison Hooper at (423) 553-5635 ext. 16 if you have any questions.



Summary of Significant Cost Pool Events
Invoice Date: December 31, 2022

Site: 7435 Houston County Jail, TN

Site Name:

Contract Period: July 20, 2022 - July 19, 2023

Services Covered in Cost Pool:

- Inpatient
- Outpatient
- Emergency Room
- Laboratory
- Pharmacy
- Dental
- XRay
- Dialysis
- Inpatient-Surgery
- Outpatient-Surgery
- Non-Routine Dental
- Non-Routine Pharmacy
- OBGYN Service

Cost Pool Limitation: \$0 - \$29,999.99

All inmate charges between these amounts are included in the county's base fees and are not chargeable back to the county.

\$30,000.00 +

All inmate charges over this amount are 100.00 % responsibility of the county.

Significant Contract Events:

Houston County Jail, TN
Contract Year: 7/20/2022 - 7/19/2023

Cost Pool Limitation: \$30,000.00 + = 100.00 % County Responsibility

Contract Month: September 2022

Date of Service		Inmate Name	Vendor Name	Account Description		Org Amt	Adj Amt	Inv Amt
02/20/2022	RAY PUCKETT	HOUSTON COUNTY HOSPITAL	Emergency Room	\$2,846.38	(\$569.27)	\$2,277.11		
02/20/2022	RAY PUCKETT	HOUSTON COUNTY HOSPITAL	Emergency Room	(\$2,277.11)	0.00	(\$2,277.11)		
04/19/2022	COTY DAWSON	HOUSTON COUNTY HOSPITAL	Emergency Room	\$5,471.23	(\$1,094.24)	\$4,376.99		
04/19/2022	COTY DAWSON	HOUSTON COUNTY HOSPITAL	Emergency Room	(\$4,376.99)	0.00	(\$4,376.99)		
08/25/2022	JOSEPH DUTY	HOUSTON COUNTY HOSPITAL	Emergency Room	\$2,188.83	(\$437.76)	\$1,751.07		
07/15/2022	LARRY RYE	HOUSTON COUNTY HOSPITAL	Inpatient	\$2,559.00	(\$511.80)	\$2,047.20		
07/15/2022	LARRY RYE	HOUSTON COUNTY HOSPITAL	Inpatient	(\$2,047.20)	0.00	(\$2,047.20)		
08/23/2022	CODY DAWSON	ASCENSION SAINT THOMAS HOSPITAL	Inpatient	\$198,858.10	(\$131,246.34)	\$67,611.76		
08/31/2022	AUGUST BILL LAB	Garcia Clinical Laboratory	Laboratory	\$20.00	0.00	\$20.00		
02/05/2022	PAUL HICKMAN	HOUSTON COUNTY HOSPITAL	Outpatient	\$3,801.53	(\$760.30)	\$3,041.23		
02/05/2022	PAUL HICKMAN	HOUSTON COUNTY HOSPITAL	Outpatient	(\$3,041.23)	0.00	(\$3,041.23)		
04/04/2022	JOSIAH NIXON	HOUSTON COUNTY HOSPITAL	Outpatient	(\$2,831.89)	0.00	(\$2,831.89)		
04/04/2022	JOSIAH NIXON	HOUSTON COUNTY HOSPITAL	Outpatient	\$3,539.86	(\$707.97)	\$2,831.89		
05/25/2022	LARRY RYE	HOUSTON COUNTY HOSPITAL	Outpatient	\$4,949.73	(\$989.94)	\$3,959.79		
05/25/2022	LARRY RYE	HOUSTON COUNTY HOSPITAL	Outpatient	(\$3,959.79)	0.00	(\$3,959.79)		
08/31/2022	AUGUST BILL PHARMACY	(2202 Bill Amt - 2202 02 Amt)	Pharmacy	\$1,107.01	0.00	\$1,107.01		
08/31/2022	AUGUST BILL PHARMACY	(2202 Bill Amt - 2202 02 Amt)	Pharmacy	\$587.00	0.00	\$587.00		
08/31/2022	AUGUST BILL XRAY	MobilexUSA-17462	XRay	\$195.00	0.00	\$195.00		
Total Charges September 2022:						\$207,589.46	(\$136,317.62)	\$71,271.84
Total Charges Contract Year-To-Date								\$71,271.84
(July 20, 2022 - July 19, 2023)								\$71,271.84

2202 July: Month: \$136,317.62
2202 July: Month: \$136,317.62
Cost Pool Limitation: \$30,000.00 + = 100.00 % County Responsibility

2202/6/1/2 - 2202/10/2/2
Contract Year: 7/20/2022 - 7/19/2023
Houston County Jail, TN



Southern Health
Partners
Your Partner In Affordable Inmate Healthcare

Houston County Jail, TN
Contract Year: 7/20/2022 - 7/19/2023

Cost Pool Limitation: \$30,000.00 + = 100.00 % County Responsibility
Contract Month: August 2022

Date of Service	Inmate Name	Vendor Name	Account Description	Org Amt	Adj Amt	Inv Amt
07/31/2022	JULY BILL LAB	Garcia Clinical Laboratory	Laboratory	\$3.00	0.00	\$3.00
07/31/2022	JULY BILL PHARMACY	Henry Schein	Pharmacy	\$40.05	0.00	\$40.05
07/31/2022	JULY BILL PHARMACY	Henry Schein	Pharmacy	\$45.25	0.00	\$45.25
07/31/2022	JULY BILL PHARMACY	MTPS	Pharmacy	\$1,225.45	0.00	\$1,225.45
07/31/2022	JULY BILL PHARMACY	MTPS	Pharmacy	\$171.90	0.00	\$171.90
08/31/2022	AUGUST BILL PHARMACY	Henry Schein	Pharmacy	\$441.93	0.00	\$441.93
07/31/2022	JULY BILL XRAY	MobilexUSA-17462	XRay	\$130.00	0.00	\$130.00
07/31/2022	JULY BILL XRAY	MobilexUSA-17462	XRay	\$157.00	0.00	\$157.00
Total Charges August 2022:				\$2,214.58	0.00	\$2,214.58
Total Charges Contract Year-To-Date (July 20, 2022 - July 19, 2023)						\$2,214.58



Your Partner in Affordable Inmate Healthcare

Houston County Jail, TN

Contract Year: 7/20/2022 - 7/19/2023

Cost Pool Limitation: $\$30,003.00 \div = 100.00\%$ County Responsibility

Contract Month: October 2022

Date of Service	Inmate Name	Vendor Name	Account Description	Org Amt	Adj Amt	Inv Amt
09/09/2022	KENNETH HOLLIDAY	HOUSTON COUNTY HOSPITAL	Emergency Room	\$3,447.71	(\$689.54)	\$2,758.17
09/12/2022	RONALD GILLESPIE	HOUSTON COUNTY HOSPITAL	Emergency Room	\$2,819.23	(\$563.84)	\$2,255.39
08/23/2022	CODY DAWSON	Cardiovascular Anesthesiologists, P/Impatient	Emergency Room	\$540.00	(\$270.00)	\$270.00
08/23/2022	CODY DAWSON	Cardiovascular Anesthesiologists, P/Impatient		\$540.00	(\$270.00)	\$270.00
08/23/2022	CODY DAWSON	The Surgical Clinic	Impatient	\$315.00	(\$151.00)	\$164.00
08/23/2022	COTY DAWSON	Cardiovascular Anesthesiologists, P/Impatient		\$265.00	(\$132.50)	\$132.50
08/23/2022	COTY DAWSON	Cardiovascular Anesthesiologists, P/Impatient		\$540.00	(\$270.00)	\$270.00
08/23/2022	COTY DAWSON	Cardiovascular Anesthesiologists, P/Impatient		\$540.00	(\$270.00)	\$270.00
08/23/2022	COTY DAWSON	Cardiovascular Anesthesiologists, P/Impatient		\$540.00	(\$270.00)	\$270.00
08/23/2022	COTY DAWSON	Cardiovascular Anesthesiologists, P/Impatient		\$540.00	(\$270.00)	\$270.00
08/23/2022	MICHELLE BOONE	Anesthesia Medical Group-ASAP	Outpatient	\$1,485.00	(\$297.00)	\$1,188.00
09/30/2022	SEPTEMBER BILL PHARMACY	MTPS	Pharmacy	\$1,565.57	0.00	\$1,565.57
09/30/2022	SEPTEMBER BILL PHARMACY	MTPS	Pharmacy	\$57.80	0.00	\$57.80
09/30/2022	SEPTEMBER BILL XRAY	MobileUSA-1746Z	XRay	\$195.00	0.00	\$195.00
09/30/2022	SEPTEMBER BILL XRAY	MobileUSA-1746Z	XRay	\$157.00	0.00	\$157.00
Total Charges October 2022:				\$13,547.31	(\$3,453.88)	\$10,093.43
Total Charges Contract Year-To-Date (July 20, 2022 - July 19, 2023)						\$83,579.85



Southern Health
Partners

Your Partner In Affordable Inmate Healthcare

Houston County Jail, TN

Contract Year: 7/20/2022 - 7/19/2023

Cost Pool Limitation: \$30,000.00 + = 100.00 % County Responsibility

Contract Month: November 2022

Date of Service	Inmate Name	Vendor Name	Account Description	Org Amt	Adj Amt	Inv Amt
10/31/2022	OCTOBER BILL LAB	Garcia Clinical Laboratory	Laboratory	\$16.00	0.00	\$16.00
09/10/2022	RONALD GILLESPIE	HOUSTON COUNTY EMS	Outpatient	\$860.00	0.00	\$860.00
09/10/2022	RONALD GILLESPIE	HOUSTON COUNTY HOSPITAL	Outpatient	\$6,048.29	(\$1,209.65)	\$4,838.64
10/31/2022	OCTOBER BILL PHARMACY	MTPS	Pharmacy	\$186.70	0.00	\$186.70
10/31/2022	OCTOBER BILL PHARMACY	MTPS	Pharmacy	\$2,000.62	0.00	\$2,000.62
Total Charges November 2022:				\$9,111.61	(\$1,209.65)	\$7,901.96
Total Charges Contract Year-To-Date {July 20, 2022 - July 19, 2023}						\$91,481.81



Southern Health Partners
Your Partner In Affordable Inmate Healthcare

Houston County Jail, TN
Contract Year: 7/20/2022 - 7/19/2023

Cost Pool Limitation: \$30,000.00 + = 100.00 % County Responsibility
Contract Month: December 2022

Date of Service	Inmate Name	Vendor Name	Account Description	Org Amt	Adj Amt	Inv Amt
10/21/2022	DAVID PARROTT	HOUSTON COUNTY HOSPITAL	Emergency Room	\$4,500.77	(\$900.15)	\$3,600.62
11/10/2022	DEMETRICE SKELTON	HOUSTON COUNTY HOSPITAL	Emergency Room	\$2,143.83	(\$428.76)	\$1,715.07
11/21/2022	RONALD COLEMAN	HOUSTON COUNTY HOSPITAL	Emergency Room	\$3,616.96	(\$723.39)	\$2,893.57
10/12/2021	KEITH WILLIAMS	Centerstone	Outpatient	\$105.00	0.00	\$105.00
11/01/2021	JOSEPH PRIVETT	Centerstone	Outpatient	\$105.00	0.00	\$105.00
01/25/2022	JOSEPH PRIVETT	Centerstone	Outpatient	\$105.00	0.00	\$105.00
02/03/2022	JERRY SELF	Centerstone	Outpatient	\$105.00	0.00	\$105.00
02/22/2022	JOSEPH PRIVETT	Centerstone	Outpatient	\$160.00	0.00	\$160.00
03/02/2022	JERRY SELF	Centerstone	Outpatient	\$105.00	0.00	\$105.00
03/30/2022	JOSEPH PRIVETT	Centerstone	Outpatient	\$220.00	0.00	\$220.00
03/31/2022	JERRY SELF	Centerstone	Outpatient	\$105.00	0.00	\$105.00
04/27/2022	JERRY SELF	Centerstone	Outpatient	\$105.00	0.00	\$105.00
04/27/2022	JOSEPH PRIVETT	Centerstone	Outpatient	\$105.00	0.00	\$105.00
05/25/2022	JERRY SELF	Centerstone	Outpatient	\$105.00	0.00	\$105.00
05/25/2022	JOSEPH PRIVETT	Centerstone	Outpatient	\$105.00	0.00	\$105.00
05/31/2022	ALVIN ENGLISH	Centerstone	Outpatient	\$160.00	0.00	\$160.00
06/22/2022	ALVIN ENGLISH	Centerstone	Outpatient	\$220.00	0.00	\$220.00
06/22/2022	JERRY SELF	Centerstone	Outpatient	\$105.00	0.00	\$105.00
06/22/2022	JOSEPH PRIVETT	Centerstone	Outpatient	\$105.00	0.00	\$105.00
07/20/2022	JOSEPH PRIVETT	Centerstone	Outpatient	\$105.00	0.00	\$105.00
08/17/2022	DARRELL SEIBER	Centerstone	Outpatient	\$235.00	0.00	\$235.00
08/17/2022	JOSEPH PRIVETT	Centerstone	Outpatient	\$150.00	0.00	\$150.00
08/22/2022	JERRY SELF	Centerstone	Outpatient	\$150.00	0.00	\$150.00
09/14/2022	DARRELL SEIBER	Centerstone	Outpatient	\$150.00	0.00	\$150.00
09/14/2022	JOSEPH PRIVETT	Centerstone	Outpatient	\$150.00	0.00	\$150.00
11/30/2022	NOVEMBER BILL PHARMACY	MTPS	Pharmacy	\$98.60	0.00	\$98.60
11/30/2022	NOVEMBER BILL PHARMACY	MTPS	Pharmacy	\$2,200.29	0.00	\$2,200.29
Total Charges December 2022:				\$15,520.45	(\$2,052.30)	\$13,468.15
Total Charges Contract Year-To-Date (July 20, 2022 - July 19, 2023)						\$104,949.96



Rachael Mathis

Houston County Courthouse
P.O. Box 366 Erin, Tennessee 37061

hcexassist@peoplestel.net
Phone: 931-289-3633
Fax: 931-289-2799

Date: February 27, 2023

To: Legislative Body

From: County Mayor's Office

Re: Sheriff's Department

Funds are requested to move from the unassigned fund balance to the 101-54210-340 Medical and Dental Services due to cost pool limitation bill from Southern Health Partners for January expenses totaling \$8,269.86.

Sheriff's Department: Medical and Dental Services

From: 101-39000 Unassigned Fund Balance	\$8,269.86
To: 101-54210-340 Medical and Dental Services	8,269.86

"This institution is an equal opportunity provider and employer"

MOTION by Howard Spurgeon, second by Johnathon Floyd.

I make a motion to approve.

YES VOTES: Willaim Agy, Stephanie Smith, Randall French, Steve Hall, Glenn Baggett, Johnathon Floyd, Darrell Kingmill, Howard Spurgeon, Jean Tolley, Garet Mathis and Fred Richardson.

ABSTAIN VOTE: Vickie Reedy.

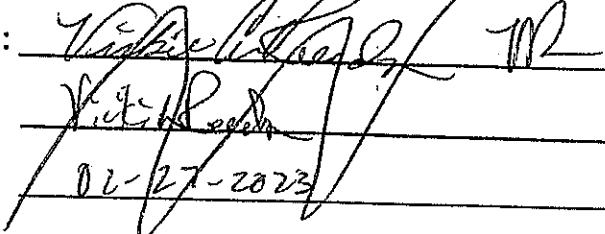
MOTION PASSED

CONFLICT OF INTEREST DISCLOSURE

SUBJECT OF VOTE: HCBDE Budget Transfer
DATE OF VOTE: 02-27-2023

CONFLICT OF INTEREST STATEMENT (I AM VOTING)


Because I am an employee of Houston County, I may have a conflict of interest in proposals to be voted. However, I declare that my argument and my vote answer only to my conscience and to my obligation to my constituents and the citizens this body represents.

Commissioner Signature: 
Printed Name: Vickie Reedy
Date: 02-27-2023



CONFLICT OF INTEREST STATEMENT (I AM NOT VOTING)

Because I am an employee of Houston County, I may have a conflict of interest in proposals to be voted. I respectfully, abstain from this vote.

Commissioner Signature: 
Printed Name: Vickie Reedy
Date: 02-27-2023





HOUSTON COUNTY SCHOOL DISTRICT

Building Excellence & Success Together

To: Houston County Board of Education

From: Kelly Brown

CC: Ms. Kris McAskill

Date: 02/09/2023

Re: VPK Budget Amendments

I am submitting the Voluntary Pre-k (VPK) amended budget. These amendments were made in order to allocate funding for the increase in educational assistants' salaries.



ePlan Home
Search
Reports
Inbox
Planning
Monitoring
Funding
Data and Information
Disbursement
Tests
Test Summary
Document Library
Address Book
TDOE Resources
Help for Current Page
Contact TDOE
ePlan Sign Out

Brown, Kelly
Production
Session Timeout
00:29:32

Budget Overview Plus/Minus

Houston County (420) Public District - FY 2023 - Voluntary Pre-K - Rev 2 - Voluntary Pre-K

Go To

Indirect Cost	
Total Contributing to Indirect Cost	\$317,427.23
Indirect Cost Rate	3.74%
Maximum Allowed for Indirect Cost	\$11,443.78

Filter by Location: All - \$317,427.23
Show Unbudgeted Categories

Account Number	73400 - Early Childhood Education	Total
Line Item Number		
105 - Supervisor / Director	37,920.00	37,920.00
116 - Teachers	156,600.00	156,600.00
163 - Educational Assistants	57,800.00	57,800.00
	+\$1,200.00	+\$1,200.00
189 - Other Salaries & Wages	4,263.00	4,263.00
198 - Non-certified Substitute Teachers	300.00	300.00
201 - Social Security	15,860.00	15,860.00
204 - State Retirement	17,507.00	17,507.00
207 - Medical Insurance	23,225.00	23,225.00
	-\$1,200.00	-\$1,200.00
212 - Employer Medicare	3,708.00	3,708.00
429 - Instructional Supplies & Materials	144.23	144.23
499 - Other Supplies and Materials	100.00	100.00
Total	317,427.23	317,427.23
	Adjusted Allocation	317,427.23
	Remaining	0.00

Go To

Federal
Out of Category Amendments
Board and County Commission Approval
February 2023

142		Original Budget	Debit	Credit	Amended Budget
ESSER 2.0 71100	Regular Instruction Program				
116	Teachers	\$53,000.00	\$12,900.00		\$40,100.00
201	Social Security	\$3,300.00	\$950.00		\$2,350.00
212	Employer Medicare	\$790.00	\$240.00		\$550.00
429	Instructional Supplies & Materials	\$7,823.07		\$32,635.83	\$40,458.90
430	Textbooks-Electronic	\$24,500.00	\$11,500.00		\$13,000.00
499	Other Supplies & Materials	\$3,000.00	\$2,045.83		\$954.17
ESSER 2.0 72610	Operation of Plant				
410	Custodial Supplies	\$10,000.00	\$5,000.00		\$5,000.00
ESSER 3.0 71100	Regular Instruction Program				
429	Instructional Supplies & Materials	\$101,306.48	\$100.00		\$101,206.48
ESSER 3.0 72710	Transportation				
204	State Retirement	\$0.00		\$100.00	\$100.00
TN All Corps 71100	Regular Instruction Program				
499	Other Supplies & Materials	\$1,000.00	\$75.00		\$925.00
TN All Corps 72710	Transportation				
204	State Retirement	\$0.00		\$75.00	\$75.00
	TOTALS	\$204,719.55	\$32,810.83	\$32,810.83	\$204,719.55
	Board Approved	2-13-23			
	County Commission Approved				

**General Purpose
In Category Salary Amendments
February 2023**

141		Original Budget	Credit	Debit	Amended Budget
71100	Regular Instruction Program				
116	Teachers	\$3,863,385.00		\$50,000.00	\$3,813,385.00
207	Medical Insurance	\$373,890.00	\$25,000.00		\$398,890.00
163	Educational Assistants	\$173,442.00	\$25,000.00		\$198,442.00
71300	Career & Technical Education Program				
204	State Retirement	\$25,830.00	\$400.00		\$26,230.00
207	Medical Insurance	\$60,750.00		\$400.00	\$60,350.00
72120	Health Services				
131	Medical Personnel	\$95,000.00		\$6,000.00	\$89,000.00
204	State Retirement	\$0.00	\$1,000.00		\$1,000.00
207	Medical Insurance	\$6,300.00	\$5,000.00		\$11,300.00
72130	Other Student Support				
204	State Retirement	\$15,210.00	\$200.00		\$15,410.00
207	Medical Insurance	\$15,450.00		\$200.00	\$15,250.00
72320	Office of the Superintendent				
161	Secretary(s)	\$40,200.00	\$2,100.00		\$42,300.00
204	State Retirement	\$9,446.00	\$500.00		\$9,946.00
207	Medical Insurance	\$25,750.00		\$2,600.00	\$23,150.00
72410	Office of the Principal				
117	Career Ladder Program	\$1,000.00		\$1,000.00	\$0.00
139	Assistant Principals	\$118,000.00	\$14,000.00		\$132,000.00
207	Medical Insurance	\$51,500.00		\$13,000.00	\$38,500.00
72610	Operation of Plant				
189	Other Salaries & Wages	\$50,200.00		\$1,200.00	\$49,000.00
204	State Retirement	\$0.00	\$1,200.00		\$1,200.00
72620	Maintenance of Plant				
167	Maintenance Personnel	\$90,000.00		\$200.00	\$89,800.00
204	State Retirement	\$0.00	\$200.00		\$200.00
1100	Food Service				
189	Other Salaries & Wages	\$1,000.00		\$1,000.00	\$0.00
204	State Retirement	\$0.00	\$1,000.00		\$1,000.00
73300	Community Services				
105	Supervisor/Director	\$21,200.00	\$150.00		\$21,350.00
201	Social Security	\$1,500.00		\$150.00	\$1,350.00
73400	Early Childhood Education				
163	Educational Assistants	\$56,600.00	\$1,200.00		\$57,800.00
207	Medical Insurance	\$24,425.00		\$1,200.00	\$23,225.00
72710	Transportation				
204	State Retirement	\$0.00	\$3,200.00		\$3,200.00
207	Medical Insurance	\$41,200.00		\$3,200.00	\$38,000.00
TOTALS		\$5,161,278.00	\$80,150.00	\$80,150.00	\$5,161,278.00
	Board Approved	2-13-23			
	County Commission Approved				

I move we approve.

MOTION PASSED

2/10/23, 9:39 AM

Zimbra

Here is the call report for January for the Houston County Fire Department.

	January	Overall
Bomb Threat	0	0
Brush Fires	1	1
EMS Assist	1	1
EMS Scene Flights	0	0
Fire Alarms	1	1
Flooding	0	0
Follow up Investigation	0	0
Gas Leak	0	0
Chimney Fire	0	0
Landing Zone Setup	4	4
Motor Vehicle Collision	11	11
Mutual Aid	0	0
Power Outage	0	0
Public Assist	1	1
Report of Smoke	1	1
Storm Damage	0	0
Structure Fires	0	0
Traffic Control	0	0
Vehicle Fires	0	0
Water Rescue/Recovery	1	1
Work Detail	0	0
Monthly Total	21	21

Event Standby	0	0
Football Game Standby	0	0
Weekly Meetings	4	4
Monthly Total	4	25

Sincerely
Donnette Stanley
EMS LT

Sent from Mail for Windows



SHERIFF

HOUSTON COUNTY

Calls for Service from 01/01/2023 to 01/31/2023

Wrecks = 24

Arrests / Booked = 29

Alarm Calls = 3

Attempt to Serve = 109

Burglary = 3

Drug Arrest = 5

Domestic Violence = 9

Prisoner Transport = 6

Traffic Stops = 77

Theft Calls = 4

Calls for Service Per Month

January = 448

February =

March =

April =

May =

June =

July =

August =

September =

October =

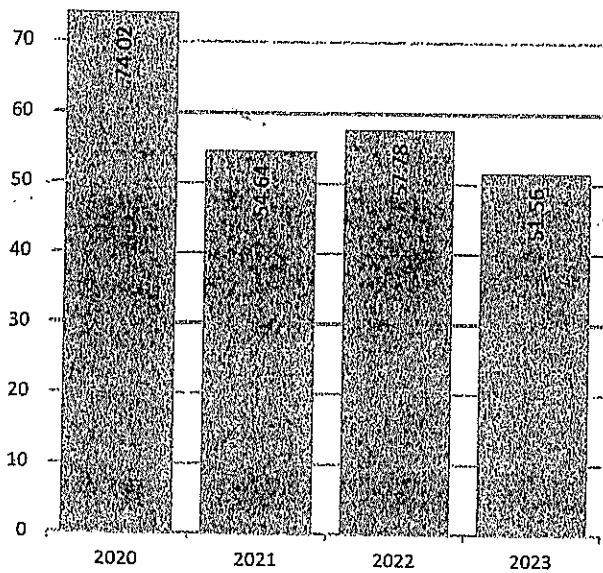
November =

December =

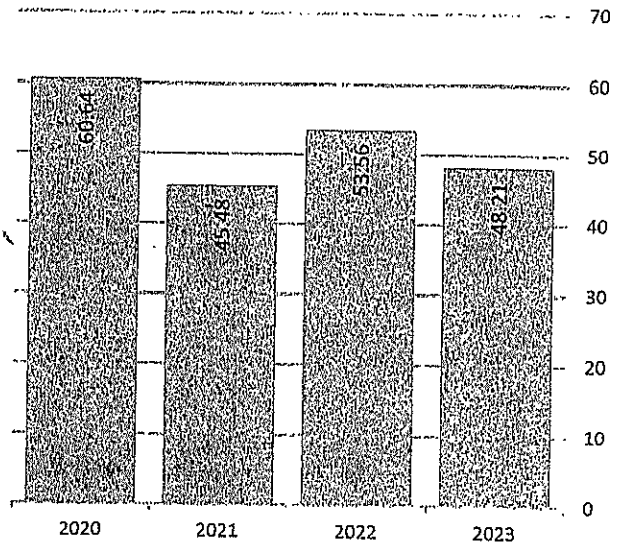


JANUARY 2023 MONTHLY REPORT

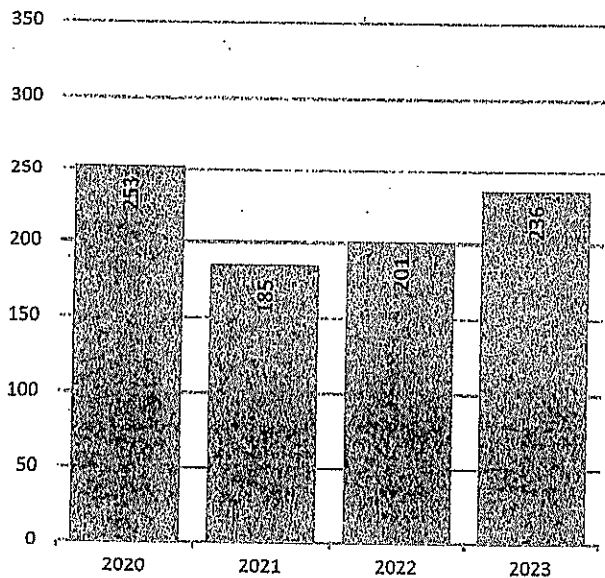
HOURS OF PHONE TRAFFIC



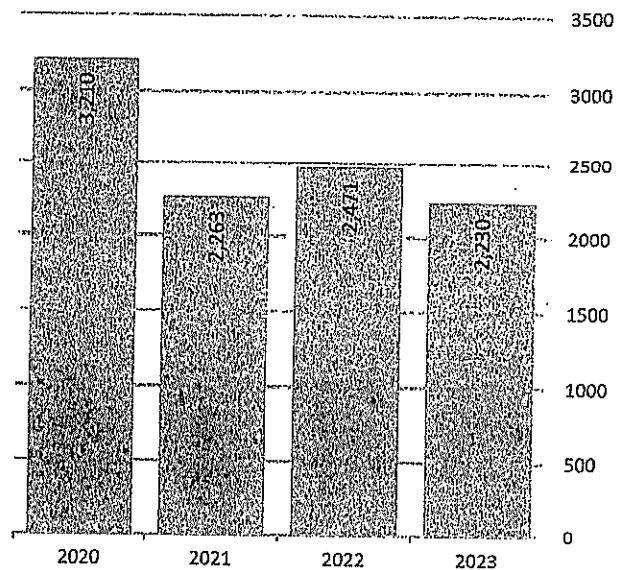
HOURS OF RADIO TRAFFIC



OF EMERGENCY (911) CALLS



OF NON-EMERGENCY CALLS



MOTION by Vickie Reedy, second by Johnathon Floyd.

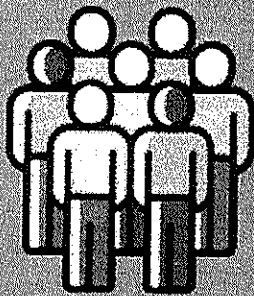
I make a motion we approve.

MOTION PASSED

Houston County Public Library Statistics

4790 Card Holders

50 New Patrons Added

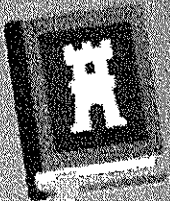


2512 Library Visitors

206 attended Library
programs

280 Wireless Users

362 Computer users



6865 Physical Material
Check Outs



2870 Electronic Material
Checkouts

MOTION by Steve Hall, second by William Agy.

I move we adjourn.

MOTION PASSED