MINUTES
COUNTY COMMISSION MEETING
SEPTEMBER 16, 2024

BE IT REMEMBERED THAT THE MAURY COUNTY COMMISSION MET THIS MONDAY EVENING, SEPTEMBER 16, 2024 IN THE TOM PRIMM COUNTY COMMISSION ROOM IN COLUMBIA, TENNESSEE ACCORDING TO LAW.

IN RE: PRAYER / PLEDGE

Commissioner Bridenbaugh offered the prayer and Commissioner Markham led the pledge to the flag.

PRESENT AND PRESIDING WAS CHAIRMAN KEVIN MARKHAM. ALSO PRESENT WERE: SHEILA BUTT, MAURY COUNTY MAYOR; JOEY ALLEN, COUNTY CLERK; DANIEL MURPHY, COUNTY ATTORNEY; AND DOUG LUKONEN, FINANCE DIRECTOR.

THE FOLLOWING COMMISSIONERS ANSWERED PRESENT TO ROLL CALL:

PRESENT: Talvin Barner, Jerry Bridenbaugh, Chad Brothers, Gwynne Evans, Connie Green, Danny Grooms, Kathey Grodi, Cindy Hestla, Patricia Hollinsworth, Gabe Howard, Pam Huffman, Ray Jeter, Kevin Markham, Carl McCullen, Aaron Miller, Kenny Morrow, Brandon Nutt, Eric Previti, Gary Stovall, Jerry Strahan, Scott Sumners, and Tommy Wolaver.

TOTAL PRESENT: 22

A quorum being declared present by Chairman Markham, the following procedures were had and offered to be entered to record of wit:

IN RE: EXPLANATION OF PUBLIC COMMENT

Chairman Markham explained public comment.

IN RE: APPROVAL OF THE AGENDA

A motion was made by Commissioner Howard, seconded by Commissioner Jeter.

Commissioner Howard make a motion to amend the agenda and send resolution 09-24-27 back to the Building Committee, seconded by Commissioner Jeter.

On a roll call vote with 22 Commissioners present and voting “Aye” the amendment was approved.

Voting on the amended agenda with 22 Commissioners present and voting “Aye” the amended agenda was approved.

09-24-01. IN RE: ELECTION OF VICE CHAIRMAN FOR THE FULL COMMISSION.

Commissioner Howard nominated Ray Jeter.
Commissioner Strahan nominated Jerry Bridenbaugh.
Commissioner Sumners nominated Eric Previti.

Commissioner Grodi made a motion to cease nominations.

Commissioner Previti asked that his name be removed from the nominations.

Commissioners were asked to only vote “Aye” for the nominees.

Voting on Ray Jeter:

AYE: Scott Sumners, Danny Grooms, Gary Stovall, Carl McCullen, Aaron Miller, Tommy Wolaver, Gabe Howard, Kathey Grodi, Brandon Nutt, Pam Huffman, Ray Jeter, and Talvin Barner; TOTAL: 12

Commissioner Jeter was elected Chairman Pro Tem of the Maury County Commission.

09-24-02. IN RE: APPROVAL OF THE MINUTES FROM THE AUGUST 19, 2024 FULL COMMISSION MEETING.

Chairman Markham deemed the minutes for the August 19, 2024 County Commission Meeting will stand as presented.

09-24-03. IN RE: REPORT OF THE COUNTY MAYOR.

09-24-04. IN RE: APPROVAL OF APPLICATIONS FOR NOTARY PUBLIC

NAME	BONDING COMPANY	DATE OF OATH
ISAIAH ALLEN	MERCHANTS BONDING COMPANY	SEPTEMBER 20, 2024
ANGELA F. ARMSTRONG	STATE FARM FIRE AND CASUALTY	SEPTEMBER 20, 2024
MICHELLE BEGLEY	TOKIO MARINE HCC	SEPTEMBER 20, 2024
HALFORD L BOAZ	SURETY BONDING COMPANY	SEPTEMBER 20, 2024
TE'QUANTE CARSON	SURETY BONDING COMPANY	SEPTEMBER 20, 2024
AMBER CHUMBLEY	TRAVELERS CASUALTY AND SURETY	SEPTEMBER 20, 2024
SHANNON COLVETT	STATE FARM FIRE AND CASUALTY	SEPTEMBER 20, 2024
AMANDA B. DODGE	TRAVELERS CASUALTY AND SURETY	SEPTEMBER 20, 2024
HALEY DROST	WESTERN SURETY COMPANY	SEPTEMBER 20, 2024
FRANK E. EVANS	TRAVELERS CASUALTY AND SURETY	SEPTEMBER 20, 2024
PATRICIA N. FAGAN	SURETY BONDING COMPANY	SEPTEMBER 20, 2024
ROGELYN GRAHAM	TRAVELERS CASUALTY AND SURETY	SEPTEMBER 20, 2024
L ROBERT GREFSENG	TRAVELERS CASUALTY AND SURETY	SEPTEMBER 20, 2024
SAMUEL GRAY HOLLOWAY	TRAVELERS CASUALTY AND SURETY	SEPTEMBER 20, 2024
AMANDA HUGGINS	NATIONWIDE MUTUAL INSURANCE	SEPTEMBER 20, 2024
MICHELLE JATCZAK	WESTERN SURETY COMPANY	SEPTEMBER 20, 2024
MARGARET TAYLOR JORDAN	MERCHANTS BONDING COMPANY	SEPTEMBER 20, 2024
NICKALOS ALLEN LANCASTER	TRAVELERS CASUALTY AND SURETY	SEPTEMBER 20, 2024
DEQUANDA LARK	JET INSURANCE COMPANY	SEPTEMBER 20, 2024
CHRISTINE MINTON	NGM INSURANCE COMPANY	SEPTEMBER 20, 2024
ALFRED NICKEL	RLI INSURANCE COMPANY	SEPTEMBER 20, 2024
SHIRLEY J. PRUITT	RLI INSURANCE COMPANY	SEPTEMBER 20, 2024
DIANA MICHELLE SEMMIG	TRAVELERS CASUALTY AND SURETY	SEPTEMBER 20, 2024
DAVID SPARKMAN	SURETY BONDING COMPANY	SEPTEMBER 20, 2024
JACOB SPICER	STATE FARM FIRE AND CASUALTY	SEPTEMBER 20, 2024
PATRICIA KRYSTAL SUMMERS	MERCHANTS BONDING COMPANY	SEPTEMBER 20, 2024
KATHRYN R WILLIAMS	THE HARTFORD BOND	SEPTEMBER 20, 2024
ALLISON WILSON	STATE FARM FIRE AND CASUALTY	SEPTEMBER 20, 2024
GARY M WOODY	SBCA	SEPTEMBER 20, 2024
LAURA D WOODY	TRAVELERS CASUALTY AND SURETY	SEPTEMBER 20, 2024

A motion was made by Commissioner Bridenbaugh, seconded by Commissioner Wolaver and on a roll call vote with 22 Commissioners present and voting “Aye”, the above named persons were elected Notary Public for the term prescribed by law.

09-24-05. IN RE: REPORT OF THE COMMITTEES.
A. REPORT OF THE ADMIN COMMITTEE.
B. REPORT OF THE BUDGET COMMITTEE.
C. REPORT OF THE BUILDING COMMITTEE
D. REPORT OF THE FINANCIAL MANGEMENT BOARD.
E. REPORT OF THE HEALTH & ENVIRONMENT COMMITTEE.
F. REPORT OF THE SAFETY COMMITTEE.

09-24-06. IN RE: APPOINTMENT OF TWO MEMBERS TO THE CIVIL SERVICE BOARD.

The names of Tim Holt and Tony Greene were presented.

Commissioner Jeter made a motion, seconded by Commissioner Huffman. On a roll call vote with 22 Commissioners present and voting "Aye"; Tim Holt and Tony Greene were appointed to the Civil Service Board.

09-24-07. IN RE: APPOINTMENT OF ONE MEMBER TO THE ADEQUATE FACILITIES TAX BOARD.

The name of Beverly Rayburn was presented.

Commissioner Bridenbaugh made a motion, seconded by Commissioner Grodi. On a roll call vote with 22 Commissioners present and as follows:

AYE: Talvin Barner, Jerry Bridenbaugh, Chad Brothers, Gwynne Evans, Danny Grooms, Kathey Grodi, Cindy Hestla, Patricia Hollinsworth, Gabe Howard, Pam Huffman, Ray Jeter, Kevin Markham, Carl McCullen, Aaron Miller, Kenny Morrow, Brandon Nutt, Eric Previti, Gary Stovall, Jerry Strahan, Scott Sumners, and Tommy Wolaver; TOTAL: 21

ABSTAIN: Connie Green; TOTAL; 1

Beverly Rayburn was appointed to the Adequate Facilities Tax Board.

09-24-08. IN RE: APPOINTMENT OF THREE MEMBERS TO THE AUDIT COMMITTEE.

The names of Ray Jeter, Gabe Howard, and Kathey Grodi were presented.

Commissioner Hestla made a motion, seconded by Commissioner Huffman.

On a roll call vote with 22 Commissioners present and as follows:

AYE: Talvin Barner, Jerry Bridenbaugh, Chad Brothers, Gwynne Evans, Connie Green, Danny Grooms, Kathey Grodi, Cindy Hestla, Patricia Hollinsworth, Gabe Howard, Pam Huffman, Ray Jeter, Kevin Markham, Carl McCullen, Aaron Miller, Kenny Morrow, Brandon Nutt, Eric Previti, Gary Stovall, Jerry Strahan, , and Tommy Wolaver; TOTAL: 21

NO: Scott Sumners; TOTAL: 1

Ray Jeter, Gabe Howard, and Kathey Grodi were appointed to the Audit Committee.

09-24-09. IN RE: APPOINTMENT OF TWO MEMBERS TERMS TO THE ETHICS BOARD.

Mayor Butt presented the names of Cindy Hestla and Carl McCullen.

Gabe Howard made a motion, seconded by Commissioner Wolaver and on a roll call vote with 22 Commissioner present and voting “Aye’, Cindy Hestla and Carl McCullen were appointed to the Ethics Board.

09-24-10. IN RE: APPOINTMENT OF TWO MEMBERS TO THE PARK BOARD.

The names of Benny Bolton and Cindy Johnson were presented.

Commissioner Stovall made a motion, seconded by Commissioner Hollinsworth and and on a roll call vote with 22 Commissioner present and voting “Aye’ Benny Bolton and Cindy Johnson were appointed to the Park Board.

09-24-11. IN RE: ANNOUNCEMENT OF ONE MEMBERS TERM EXPIRING ON LIBRARY BOARD.

09-24-12. IN RE: ANNOUNCEMENT OF ONE MEMBERS TERM EXPIRING ON THE REGIONAL PLANNING COMMISSION.

Attorney Daniel Murphy summarized the following resolution:

RESOLUTION NO. 09-24-20

RESOLUTION NAMING A BRIDGE ON LOVE BRANCH ROAD OVER CATHEY'S CREEK IN MEMORY OF JOHN ANDREW BOOKER

WHEREAS, there is a bridge on Love Branch over Cathey's Creek, being State Bridge Number 60019200001 that should be named in memory of John Andrew Booker; and

WHEREAS, John Andrew Booker was born on August 3, 1944 in Maury County, Tennessee to James "Sonny" Booker and Johnnie Mae Booker and was the oldest of nine children; and

WHEREAS, Mr. Booker graduated from Carver-Smith High School in 1962 and went to serve his country with honor in the United States Navy as a Machinist's Mate 3rd Class; and

WHEREAS, after his service to his country, Mr. Booker returned to Maury County and worked for Columbia Gulf Transmission in Hampshire for 27 years until he retired; and

WHEREAS, Mr. Booker was married to his wife Lillian Joann Booker for 46 years and had four children: Victor, Sondra, Mark and Christopher. His family legacy continues with numerous grandchildren and great grandchildren; and

WHEREAS, Mr. Booker loved his family and being involved in his children's activities and education. He was a dedicated husband taking care of his wife after she was diagnosed with Multiple Sclerosis in 1980; and

WHEREAS, Mr. Booker was also very active in his community being an original founder of the Godfather's Motorcycle Club, a club which was involved in many charitable activities, serving as a Boy Scout leader, serving as President of the Parent Teacher Association at Hampshire School, being an active member of Pleasant Union Church of Christ and assisting with church construction and maintenance projects; serving on the Hampshire Volunteer Fire Department and being a dedicated member of the Hampshire Rotary Club; and

WHEREAS, the bridge on Love Branch over Cathey's Creek, being State Bridge Number 60019200001, being State Bridge Number 60019200001 should be named in honor of John Andrew Booker.

NOW, THEREFORE, BE IT RESOLVED by the Maury County Legislative Body that the bridge on Love Branch over Cathey's Creek, being State Bridge Number 60019200001 should be named the John Andrew Booker Memorial Bridge.

This the 16th day of September 2024.

_____

SHEILA K. BUTT
County Mayor

A motion was made by Commissioner Grodi, seconded by Commissioner Previti and on a roll call vote with 22 Commissioners present and voting "Aye", the above resolution was adopted as presented.

Attorney Daniel Murphy summarized the following resolution:

RESOLUTION NO. 09-24-21

A RESOLUTION CEASING MAURY COUNTY, TENNESSEE'S ADEQUATE FACILITIES TAX AND ENACTING A TAX ON NEW DEVELOPMENT PURSUANT TO THE COUNTY POWERS RELIEF ACT

WHEREAS, the General Assembly of the State of Tennessee by Public Chapter 990 of 2024 has amended the "County Powers Relief Act" (Tenn. Code Ann. §67-4-2901 et seq). (hereinafter "The Act"); and

WHEREAS, the amendment to the Act allows counties in high growth areas to levy a tax for the privilege of engaging in an act of development within the county; and

WHEREAS, Tenn. Code Ann. §67-4-2907(b) requires the governing body of the County to file a statement with the Comptroller of the Treasury for the State of Tennessee that provides the population growth calculation figures that qualifies the county to levy the tax pursuant to the County Powers Relief Act; and

WHEREAS, by Resolution No. 07-24-29 the legislative body for Maury County approved the Maury County Finance Director providing a statement of population growth pursuant to Tenn. Code Ann. §67-4-2907(b) to the Comptroller of the Treasury of the State of Tennessee as follows:

- Maury County, Tennessee 2010 population was 80,956.
- Maury County, Tennessee 2020 population was 100,974.
- Maury County's percentage of population growth from 2010 to 2020 was 24.72 percent; and

WHEREAS, the Comptroller of the Treasury of the State of Tennessee has verified the growth calculations and determined that Maury County meets the eligibility criteria to levy a tax pursuant to the Act as shown on the attached Exhibit A; and

WHEREAS, Maury County, Tennessee enacted the Private Acts of 1991, Chapter 118 which levies a privilege tax on new development called the "Maury County Adequate Facilities Tax"; and

WHEREAS, Maury County, Tennessee cannot have its Maury County Adequate Facilities Tax in effect and enact a new tax under the Act; and

WHEREAS, the legislative body desires to cease having the Maury County Adequate Facilities Tax in effect at the close of business on October 31, 2024 and exercise its right to levy a tax under the County Powers Relief Act; and

WHEREAS, pursuant to Tenn. Code Ann. §67-4-2908 the Maury County legislative body exercises it right under the Act and adopts a privilege of development tax based on the floor area of new development at the rate of one dollar and fifty cents ($1.50) per square foot for residential property and one dollar and fifty cents ($1.50) per square foot up to one hundred fifty thousand square feet (150,000 sq. ft.) for commercial property with an effective date of November 1, 2024; and

WHEREAS, anyone who has been issued a building permit on their development and paid their Maury County Adequate Facilities Tax pursuant to the Private Acts of 1991, Chapter 118 at the close of business on October 31, 2024 will not be required to pay the County Powers Relief Act privilege of development tax enacted pursuant to this Resolution; and

WHEREAS, if Maury County, Tennessee no longer meets the growth qualifications required in the Act, the County Legislative Body in accordance with Tenn. Code Ann. §67-4-2913(b)(1) may vote to determine if it desires to resume exercising the authority to levy and collect the Maury County Adequate Facilities Tax under the Private Act.

NOW, THEREFORE, BE IT RESOLVED by the Legislative Body for Maury County, Tennessee, meeting in regular sessions on the 19th day of August 2024 and again on the 16th of September 2024 that:

SECTION 1. The Maury County Adequate Facilities Tax enacted by Private Acts of 1991, Chapter 118 will no longer be in effect after the close of business on October 31, 2024.

SECTION 2. Pursuant to Tenn. Code Ann.§67-4-2908, the legislative body for Maury County, Tennessee exercises its right to levy a tax based on the floor area of new development at the rate of one dollar and fifty cents ($1.50) per square foot for residential property and one dollar and fifty cents ($1.50) per square foot up to one hundred fifty thousand square feet (150,000 sq. ft.) for commercial property.

SECTION 3. Anyone who has been issued a building permit on their development and paid their Maury County Adequate Facilities Tax pursuant to the Private Acts of 1991, Chapter 118 before the close of business on October 31, 2024 will not be required to pay the County Powers Relief Act privilege of development tax enacted pursuant to this Resolution.

SECTION 4. If Maury County, Tennessee no longer meets the growth qualifications required in the County Powers Relief Act, the County Legislative Body in accordance with Tenn. Code Anno. §67-4-2913(b)(1) may vote to determine if it desires to resume exercising the authority to levy and collect the Maury County Adequate Facilities Tax.

Adopted by first reading by two-thirds (2/3) vote this the 19th day of August 2024.

Adopted by second reading by two-thirds (2/3) vote this the 16th day of September 2024.

_____
SHEILA K. BUTT
County Mayor

ATTEST

_____
JOE H. ALLEN,
COUNTY CLERK

A motion was made by Commissioner Wolaver, seconded by Commissioner Jeter and on a roll call vote with 22 Commissioners present and voting “Aye”, the above resolution was adopted as presented.

Docusign Envelope ID: 734F547E-F634-4D9E-BD2A-5304B219C0F5

TENNESSEE COMPTROLLER OF THE TREASURY

County Powers Relief Act - Privilege Tax

Eligibility Verification Form

Eligibility *(Tenn. Code Ann. § 67-4-2907)*

A county may not levy a tax pursuant to Tenn. Code Ann. § 67-4-2901, et seq., unless it experienced:

(1) A twenty percent (20%) or more increase in population from the 2010 federal census to the 2020 federal census, or the county experiences growth of twenty percent (20%) or more between any subsequent federal decennial censuses; **or**
(2) A nine percent (9%) or more increase in population over the immediately preceding consecutive four-year period, according to a special census conducted at the county's expense.

Comptroller Verification *(Tenn. Code Ann. § 67-4-2907(b))*

Prior to adopting a resolution or ordinance to levy this tax, the governing body shall file a statement with the Comptroller of the Treasury that provides the population growth for the county that qualifies the county to levy the tax. The Comptroller shall verify the accuracy of the statement provided and notify the county whether it meets the eligibility requirements.

Continued Eligibility *(Tenn. Code Ann. § 67-4-2904(d))*

To continue to levy this tax, a county must verify qualification with the Comptroller every four (4) years, using federal census data estimates, if basing qualification on a nine percent (9%) growth rate, or at the end of the final year of every ten-year census period, if basing qualification on federal census data showing a twenty percent (20%) or more increase between censuses.

Docusign Envelope ID: 734F547E-F634-4D9E-BD2A-5304B219C0F5

Statement to the Comptroller of the Treasury

On behalf of the County of **Maury**, and in accordance with Tenn. Code Ann. § 67-4-2907(b), I submit to the Comptroller of the Treasury this statement that provides the population growth for the County that qualifies the County to levy the tax pursuant to Tenn. Code Ann. § 67-4-2901, et seq.
The County has experienced the following: *(Check the appropriate box.)*

[X] A twenty percent (20%) or more increase in population from the 2010 federal census to the 2020 federal census, or the county experiences growth of twenty percent (20%) or more between any subsequent federal decennial censuses

[ ] A nine percent (9%) or more increase in population over the immediately preceding consecutive four-year period, according to a special census conducted at the county's expense
(Supporting documentation of the special census must be provided to the Comptroller.)
Year of the Special Census: **2020**
Special Census Population: **100,974**

I attest that I am authorized and empowered to execute this document on behalf of **Maury** County and that to the best of my knowledge and belief the information I have provided on this form is true and correct. I attest that the governing body of **Maury** County has not yet adopted a resolution or ordinance levying the tax.

Signature: DocuSigned by: Douglas Lukonen 49C70D13F2AB458... Date: **August 13, 2024**

Print Name: **Douglas. D. Lukonen** Title: **Finance Director**

Phone Number: **931-375-2300** Email: **dlukonen@maurycounty-tn.gov**

Verification by the Comptroller of the Treasury

The Comptroller of the Treasury has completed its review of the above statement from Maury County on this 13 day of August, 2024 and has determined that Maury County (does / does not) meet the eligibility criteria to levy a tax pursuant to Tenn. Code Ann. § 67-4-2901, et seq.

Signature: Matthew Hill Date: 8/13/24

Print Name: Matthew Hill Title: GIS Supervisor

Phone Number: 615-401-7828 Email: Matthew.Hill@cot.tn.gov

Attorney Daniel Murphy summarized the following resolution:

RESOLUTION NO. 09-24-22

INITIAL RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $100,000,000 GENERAL OBLIGATION BONDS OF MAURY COUNTY, TENNESSEE

BE IT RESOLVED by the Board of County Commissioners of Maury County, Tennessee (the "County") that for the purpose of providing all or a portion of funds for the (i) design, construction, improvement, renovation and equipping of the Maury Regional Hospital; (ii) acquisition of all property, real and personal, appurtenant to the foregoing; (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to the foregoing; and (iv) payment of costs incident to the issuance and sale of the bonds authorized herein; there shall be issued bonds of said County in the aggregate principal amount of not to exceed $100,000,000, which shall bear interest at a rate or rates not to exceed the maximum rate permitted by applicable State law, and which shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County and additionally payable from Hospital revenues.

BE IT FURTHER RESOLVED by the Board of County Commissioners of Maury County, Tennessee that the County Clerk be, and is, hereby directed and instructed to cause the foregoing initial resolution relative to the issuance of not to exceed $100,000,000 general obligation bonds to be published in full in a newspaper having a general circulation in the County, for one issue of said paper followed by the statutory notice, to-wit:

N O T I C E

The foregoing resolution has been adopted. Unless within twenty (20) days from the date of publication hereof a petition signed by at least ten percent (10%) of the registered voters of the County shall have been filed with the County Clerk protesting the issuance of the bonds, such bonds will be issued as proposed.

Joe H. Allen, County Clerk

Adopted and approved this 16th day of September 2024.

By:_____
SHEILA K. BUTT, County Mayor

ATTEST:

_____
JOE H. ALLEN, County Clerk

STATE OF TENNESSEE)
)
COUNTY OF MAURY)

I, Joe H. Allen, hereby certify that I am the duly qualified and acting County Clerk of Maury County, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of the meeting of the governing body of said County held on September 16, 2024; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to not to exceed $100,000,000 general obligation bonds of said County.

WITNESS my official signature and seal of said County on this the ____ day of _____, 2024.

_____
County Clerk

(SEAL)

A motion was made by Commissioner Stovall, seconded by Commissioner McCullen and on a roll call vote with 22 Commissioners present and voting “Aye”, the above resolution was adopted as presented.

County Attorney Daniel Murphy summarized the following resolution:

RESOLUTION NO. 09-24-23

A RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND PAYMENT OF NOT TO EXCEED $100,000,000 OF GENERAL OBLIGATION BONDS OF MAURY COUNTY, TENNESSEE; PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF DEBT SERVICE ON THE BONDS; AND AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE COUNTY AND THE MAURY MEDICAL CENTER TO PROVIDE FOR THE PAYMENT OF THE BONDS BY THE MAURY MEDICAL CENTER.

WHEREAS, pursuant to Section 9-21-101, et seq., Tennessee Code Annotated (the "Act"), counties in Tennessee are authorized through their respective governing bodies to issue and sell their bonds to finance public works projects; and

WHEREAS, the Board of County Commissioners (the "Governing Body") of Maury County, Tennessee (the "County") hereby determines that it is in the public interest to issue general obligation bonds of the County to provide funds for the (i) design, construction, improvement, renovation and equipping of the Maury Regional Hospital, a governmental hospital system and instrumentality of the County, created pursuant to Private Acts of the Tennessee General Assembly (the "Hospital"); (ii) acquisition of all real and personal property related thereto; (iii) payment of engineering, legal, fiscal and administrative costs incident to the foregoing (collectively, the "Project"); (iv) reimbursement to the appropriate fund of the County for prior expenditures for the costs of the Project; and (v) payment of costs incident to the issuance and sale of such bonds; and

WHEREAS, the issuance of general obligation bonds to finance public works projects must be preceded by the adoption and publication of an initial resolution and the statutory notice required by Section 9-21-206, Tennessee Code Annotated, offering the voters of the County the opportunity to protest the issuance of such bonds; and

WHEREAS, the Governing Body did on the date hereof adopt an initial resolution proposing the issuance of not to exceed $100,000,000 in aggregate principal amount of general obligation bonds to finance the Project, which initial resolution has been published as required by law, together with the statutory notice required by Section 9-21-206, Tennessee Code Annotated, and no protest thereof has been made by the voters of the County; and

WHEREAS, it is the intention of the Governing Body to adopt this Resolution for the purpose of authorizing the issuance, sale and payment of not to exceed $100,000,000 in aggregate principal amount of its General Obligation Bonds, providing for the levy of a tax for the payment of debt service on such bonds, and authorizing an interlocal agreement between the County and the Hospital to provide for the payment of the bonds by the Hospital.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Maury County, Tennessee, as follows:

Section 1. Authority. The bonds authorized by this resolution are issued pursuant to the Act and other applicable provisions of law.

Section 2. Definitions. The following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

(a) "Bonds" means not to exceed $100,000,000 in aggregate principal amount of General Obligation Bonds of the County, authorized herein;

(b) "Book-Entry Form" or "Book-Entry System" means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its nominee as Registered Owner, with the certificate of bonds being held by and "immobilized" in the custody of such Depository, and under which records maintained by persons, other than the County or the Registration Agent, constitute the written record that identifies, and records the transfer of, the beneficial "book-entry" interests in those bonds;

(c) "Code" shall mean the Internal Revenue Code of l986, as amended, and all regulations promulgated thereunder;

(d) "County" shall mean Maury County, Tennessee;

(e) "Debt Management Policy" means the Debt Management Policy adopted by the Governing Body as required by the State Funding Board of the State of Tennessee;

(f) "Depository" means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC;

(g) "DTC" means the Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns;

(h) "DTC Participant(s)" means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System;

(i) "Governing Body" means the Board of County Commissioners of the County;

(j) "Hospital" means the Maury Regional Hospital;

(k) "Interlocal Agreement" means the agreement between the County and the Hospital authorized in Section 13 hereof;

(l) "Municipal Advisor" means Stephens Inc., Nashville, Tennessee;

(m) "Project" shall have the meaning ascribed to it in the preamble hereto; and

(n) "Registration Agent" means the registration and paying agent for the Bonds appointed by the County Mayor pursuant to Section 4 hereof.

Section 3. Findings of the Governing Body; Compliance with Debt Management Policy. The Governing Body hereby finds that the issuance and sale of the Bonds, as proposed herein, is consistent with the County's Debt Management Policy. The estimated proposed amortization of the Bonds and estimated costs of issuance are attached hereto as Exhibit A. The foregoing estimates are subject to change pursuant to Section 8 hereof.

Section 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds to (i) finance the costs of the Project, (ii) reimburse the County for funds previously expended for such costs (if applicable); and (iii) pay the costs incident to the issuance and sale of the Bonds, as more fully set forth in Section 9 hereof, there are hereby authorized to be issued bonds of the County in an aggregate principal amount not to exceed $100,000,000. The Bonds shall be issued in fully registered, book-entry only form, without coupons, shall be issued in one or more series, shall be known as "General Obligation Bonds" and shall have such series designation and dated date as shall be determined by the County Mayor pursuant to Section 8 hereof. The aggregate true interest rate on the Bonds shall not exceed the maximum interest rate permitted by applicable law at the time of the sale of the Bonds, or any series thereof. Interest on the Bonds shall be payable semi-annually on April 1 and October 1 in each year, commencing on such date as may be established by the County Mayor. The Bonds shall be issued initially in $5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser thereof.

(b) Subject to modifications permitted in Section 8 hereof, each series of Bonds shall mature on April 1 of each year, subject to prior optional redemption as hereinafter provided, either serially or through mandatory redemption, over a period ending not later than the conclusion of the 20th fiscal year following its issue date. The principal amortization of each series of Bonds shall not be structured in a manner that would cause such series of Bonds to constitute "balloon indebtedness," as defined by the Act.

(c) Each series of Bonds shall be subject to redemption at the option of the County not later than 10 and ½ years from the issue date of such series of Bonds, on such terms as may be established by the County Mayor. If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

(d) Pursuant to Section 8 hereof, the County Mayor is authorized to sell the Bonds, or any maturities thereof, as term bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the County Mayor. In the event any or all the Bonds are sold as term bonds, the County shall redeem term bonds on redemption dates corresponding to the maturity dates set forth herein, in aggregate principal amounts equal to the maturity amounts established pursuant to Section 8 hereof for each redemption date, as such maturity amounts may be adjusted pursuant to Section 8 hereof, at a price of par plus accrued interest thereon to the date of redemption. The term bonds to be redeemed within a single maturity shall be selected in the manner described in subsection (b) above.

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such mandatory redemption date, the County may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the County on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The County shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

(e) Notice of call for redemption, whether optional or mandatory, shall be given by the Registration Agent on behalf of the County not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the County pursuant to written instructions from an authorized representative of the County (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. In the case of a Conditional Redemption, the failure of the County to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

(f) The County Mayor is hereby authorized and directed to appoint the Registration Agent for the Bonds and the Registration Agent so appointed is authorized and directed to maintain Bond registration records

with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the County at least annually a certificate of destruction with respect to Bonds canceled and destroyed, and to furnish the County at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. The County Mayor is hereby authorized to execute and the County Clerk is hereby authorized to attest such written agreement between the County and the Registration Agent as they shall deem necessary and proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

(g) The Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds by check or draft on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the County in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each. In the event the Bonds are no longer registered in the name of DTC, or a successor Depository, if requested by the Owner of at least $1,000,000 in aggregate principal amount of the Bonds, payment of interest on such Bonds shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.

(h) Any interest on any Bond that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the County to the persons in whose names the Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the County shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the County shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which Date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered owners. The Registration Agent shall promptly notify the County of such Special Record Date and, in the name and at the expense of the County, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each registered owner at the address thereof as it appears in the Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the

County to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Bonds when due.

(i) The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in $5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the publication of notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the County to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.

(j) The Bonds shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf, of the County with the manual or facsimile signature of the County Mayor and with the official seal, or a facsimile thereof, of the County impressed or imprinted thereon and attested by the manual or facsimile signature of the County Clerk.

(k) Except as otherwise provided in this resolution, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds. References in this Section to a Bond or the Bonds shall be construed to mean the Bond or the Bonds that are held under the Book-Entry System. One Bond for each maturity shall be issued to DTC and immobilized in its custody. A Book-Entry System shall be employed, evidencing ownership of the Bonds in authorized denominations, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds. Transfers of ownership interests in the Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, THE REGISTRATION AGENT SHALL TREAT CEDE & CO., AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.

Payments of principal, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid by the Registration Agent directly to DTC or its nominee, Cede & Co. as provided in the Letter of Representation relating to the Bonds from the County and the Registration Agent to DTC (the "Letter of Representation"). DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The County and the Registration Agent shall not be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the County determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, the County shall discontinue the Book-Entry System with DTC. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner. If the purchaser of the Bonds, or any series thereof, does not intend to reoffer the Bonds to the public, then the County Mayor and the purchaser may agree that the Bonds be issued in the form of fully-registered certificated Bonds and not utilize the Book-Entry System.

THE COUNTY AND THE REGISTRATION AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY DTC PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS, (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC, OR ITS NOMINEE, CEDE & CO., AS OWNER.

(l) The Registration Agent is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC (or any of its designees identified to the Registration Agent) by overnight delivery, courier service, telegram, telecopy or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the owners of the Bonds, provided, however, that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this section.

(m) The Registration Agent is hereby authorized to authenticate and deliver the Bonds to the original purchaser, upon receipt by the County of the proceeds of the sale thereof and to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the Bond(s) to be transferred in proper form with proper documentation as hereinabove described. The Bonds shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Bond form.

(n) In case any Bond shall become mutilated, or be lost, stolen, or destroyed, the County, in its discretion, shall issue, and the Registration Agent, upon written direction from the County, shall authenticate and deliver, a new Bond of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Bond, or in lieu of and in substitution for such lost, stolen or destroyed Bond, or if

any such Bond shall have matured or shall be about to mature, instead of issuing a substituted Bond the County may pay or authorize payment of such Bond without surrender thereof. In every case the applicant shall furnish evidence satisfactory to the County and the Registration Agent of the destruction, theft or loss of such Bond, and indemnity satisfactory to the County and the Registration Agent; and the County may charge the applicant for the issue of such new Bond an amount sufficient to reimburse the County for the expense incurred by it in the issue thereof.

Section 5. Source of Payment. The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County. For the prompt payment of the debt service on the Bonds, the full faith and credit of the County are hereby irrevocably pledged. The Bonds are additionally payable from, although not secured by, revenues received by the County from the Hospital pursuant to the Interlocal Agreement.

Section 6. Form of Bonds. The Bonds shall be in substantially the following form, the omissions to be appropriately completed when the Bonds are prepared and delivered:

(Form of Face of Bond)

REGISTERED REGISTERED
Number _____ $_____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTY OF MAURY
GENERAL OBLIGATION BOND, SERIES ____

Interest Rate:	Maturity Date:	Date of Bond:	CUSIP No.:

Registered Owner: CEDE & CO.

Principal Amount:

FOR VALUE RECEIVED, Maury County, Tennessee (the "County") hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate of interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on _____ 1, 2025, and semi-annually thereafter on the first day of _____ and _____ in each year until this Bond matures or is redeemed. Both principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the principal corporate trust office of _____ _____, as registration agent and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date directly to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said Bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the County to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond

is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds of the series of which this Bond is one. One Bond for each maturity of the Bonds shall be issued to DTC and immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in $5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the County and the Registration Agent shall treat Cede & Co., as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal of and interest on the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal and interest with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the County nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the County determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the County may discontinue the book-entry system with DTC. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner. Neither the County nor the Registration Agent shall have any responsibility or obligations to any DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy of any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners, (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

Bonds of the issue of which this Bond is one maturing on or before _____ 1, 20__ shall mature without option of prior redemption and Bonds maturing _____ 1, 20__ and thereafter, shall be subject to redemption prior to maturity at the option of the County on _____ 1, 20__ and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Board of County Commissioners of the County, in its discretion. If less than all the principal amount of the Bonds of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the amount of the interest of each DTC Participant in the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

[Subject to the credit hereinafter provided, the County shall redeem Bonds maturing _____ on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the series of Bonds of which this Bond is one, or such Person as shall then be serving as the securities depository for the Bonds, shall determine the interest of each Participant in the Bonds to be redeemed using its procedures generally in use at that time. If DTC, or another securities depository is no longer serving as securities depository for the Bonds, the Bonds to be redeemed within a maturity shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall select. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

Final Maturity	Redemption Date	Principal Amount of Bonds Redeemed

*Final Maturity

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such redemption date, the County may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the County on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The County shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.]

Notice of call for redemption[, whether optional or mandatory,] shall be given by the Registration Agent not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or

a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption. From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth in the Resolution, as hereafter defined.]

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the principal corporate trust office of the Registration Agent set forth on the front side hereof, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond.

This Bond is one of a total authorized issue aggregating $_____ and issued by the County for the purpose of providing funds to (i) finance capital improvements to the County hospital known as the Maury Regional Hospital, and (ii) pay costs of issuing the Bonds, under and in full compliance with the constitution and statutes of the State of Tennessee, including Sections 9-21-101 et seq., Tennessee Code Annotated and pursuant to a resolution duly adopted by the Board of County Commissioners of the County on _____, 2024 (the "Resolution").

This Bond is payable from unlimited ad valorem taxes to be levied on all taxable properly located within the County. For the prompt payment of principal of and interest on this Bond, the full faith and credit of the County are irrevocably pledged. For a more complete statement of the general covenants and provisions pursuant to which this Bond is issued, reference is hereby made to the Resolution.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee, and (b) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in the Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the County, does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the County has caused this Bond to be signed by its County Mayor and attested by its County Clerk under the corporate seal of the County, all as of the date hereinabove set forth.

MAURY COUNTY

BY:_____
County Mayor

(SEAL)

ATTESTED:

_____
County Clerk

Transferable and payable at the
principal corporate trust office of: _____
_____

Date of Registration: _____

This Bond is one of the issue of Bonds issued pursuant to the Resolution hereinabove described.

_____
Registration Agent

By:_____
Authorized Officer

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto _____, whose address is _____ (Please insert Federal Identification or Social Security Number of Assignee _____), the within Bond of Maury County, Tennessee, and does hereby irrevocably constitute and appoint _____, attorney, to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

Dated: _____

_____
NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature guaranteed:

_____
NOTICE: Signature(s) must be guaranteed by a member firm of a Medallion Program acceptable to the Registration Agent.

Section 7. Levy of Tax. The County, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the County, in addition to all other taxes authorized by law, sufficient to pay principal of and interest on the Bonds when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay principal and interest coming due on the Bonds in said year. Principal and interest falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the County and reimbursement therefor shall be made out of the taxes hereby provided to be levied when the same shall have been collected. The tax herein provided may be reduced to the extent of any appropriations from other funds, taxes and revenues of the County to the payment of debt service on the Bonds, including any payments made to the County by the Hospital pursuant to the Interlocal Agreement.

Section 8. Sale of Bonds.

(a) The Bonds shall be offered by competitive sale, in one or more series, as required by law at a price of not less than ninety-nine percent (99%) of par exclusive of original issue discount, as a whole or in part, from time to time, as shall be determined by the County Mayor in consultation with the Municipal Advisor. The County Mayor is authorized to award the Bonds to the bidder whose bid results in the lowest true interest cost to the County, provided the rate or rates on none of the Bonds exceeds the maximum interest rate permitted by applicable law at the time of the sale of the Bonds or any series thereof. The award of the Bonds by the County Mayor to the lowest bidder shall be binding on the County, and no further action of the Governing Body with respect thereto shall be required.

(b) The County Mayor is further authorized with respect to Bonds, or any series thereof:

(1) change the dated date of the Bonds, to a date other than the date of issuance of the Bonds;

(2) to designate the Bonds, or any series thereof, to a designation other than "General Obligation Bonds" and to specify the series designation of the Bonds, or any series thereof;

(3) establish the principal and interest payment dates and the maturity amounts of the Bonds, or any series thereof, provided that (A) the total principal amount of all series of the Bonds does not exceed the total amount of Bonds authorized herein; (B) the final maturity date of each series shall not exceed the parameters set forth in Section 4(b); (C) the principal payment dates and amounts of any series of Bonds shall be structured so that the resulting debt service on such series of Bonds is consistent with the provisions of Section 4 hereof.

(4) establish the terms upon which the Bonds will be subject to redemption at the option of the County; and

(5) sell the Bonds, or any series thereof, or any maturities thereof as Term Bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as otherwise determined by the County Mayor, as he shall deem most advantageous to the County; and

(c) The County Mayor is authorized to sell the Bonds, or any series thereof, simultaneously with any other bonds or notes authorized by resolution or resolutions of the Governing Body. The County Mayor is further authorized to sell the Bonds, or any series thereof, as a single issue of bonds with any other bonds with substantially similar terms authorized by resolution or resolutions of the Governing Body, in one or more series as he shall deem to be advantageous to the County and in doing so, the County Mayor is authorized to change the designation of the Bonds to a designation other than "General Obligation Bonds"; provided, however, that the

total aggregate principal amount of combined bonds to be sold does not exceed the total aggregate principal amount of Bonds authorized by this resolution or bonds authorized by any other resolution or resolutions adopted by the Governing Body.

(d) The form of the Bond set forth in Section 6 hereof, shall be conformed to reflect any changes made pursuant to this Section 8 hereof.

(e) The County Mayor and County Clerk are authorized to cause the Bonds, in book-entry form (except as otherwise permitted herein), to be authenticated and delivered by the Registration Agent to the successful bidder and to execute, publish, and deliver all certificates and documents, including an official statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds. The County Mayor is hereby authorized to enter into a contract with the Municipal Advisor, for Municipal Advisory services in connection with the sale of the Bonds and to enter into a contract with Bass, Berry & Sims PLC to serve as bond counsel in connection with the Bonds, in forms approved by the County Mayor as evidenced by his execution thereof.

Section 9. Disposition of Bond Proceeds. The proceeds of the sale of the Bonds shall be paid to the County Trustee, who shall (i) apply the proceeds to the payment of costs of issuance of the Bonds, and (ii) then, at the direction of the County Finance Director, either (A) deposit the remaining proceeds in a special fund of the County, to be kept separate and apart from all other funds of the County, or (B) transfer the remaining proceeds to the Hospital pursuant to the Interlocal Agreement, to be kept separate and apart from all other funds of the Hospital, in either case to be applied, together with interest earnings thereon, solely to the costs of the Projects.

Section 10. Official Statement; Continuing Disclosure Agreement.

(a) The officers of the County are hereby authorized and directed to provide for the preparation and distribution of a Preliminary Official Statement and Official Statement describing the Bonds in accordance with the requirements of Rule 15c2-12(e)(3) of the Securities and Exchange Commission (the "Rule"). The officers of the County are authorized, on behalf of the County, to deem the Preliminary Official Statement and the Official Statement in final form, each to be final as of its date within the meaning of the Rule. Notwithstanding the foregoing, no Official Statement is required to be prepared if the Rule does not require it.

(b) The County hereby covenants and agrees that it will provide annual financial information and material event notices if and as required by the Rule. The County Mayor is authorized to execute at the Closing of the sale of the Bonds a continuing disclosure agreement satisfying the requirements of the Rule. Failure of the County to comply with the continuing disclosure agreement shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the County to comply with the agreement, including the remedies of mandamus and specific performance.

Section 11. Federal Tax Matters.

(a) The Bonds will be issued as federally tax-exempt obligations. The County hereby covenants that it will not use, or permit the use of, any proceeds of the Bonds in a manner that would cause the Bonds to be subjected to treatment under Section 148 of the Code, and applicable regulations thereunder, as an "arbitrage bond". To that end, the County shall comply with applicable regulations adopted under said Section 148. The County further covenants with the registered owners from time to time of the Bonds that it will, throughout the term of the Bonds and through the date that the final rebate, if any, must be made to the United States in accordance with Section 148 of the Code, comply with the provisions of Sections 103 and 141 through 150 of the Code and all regulations proposed and promulgated thereunder that must be satisfied in order that interest on

the Bonds shall be and continue to be excluded from gross income for federal income tax purposes under Section 103 of the Code.

(b) The appropriate officers of the County are authorized and directed, on behalf of the County, to execute and deliver all such certificates and documents that may be required of the County in order to comply with the provisions of this Section related to the issuance of the Bonds.

(c) It is reasonably expected that the County (or the Hospital) will reimburse itself for certain expenditures made by it in connection with the Project through the issuance of the Bonds. This resolution shall be placed in the minutes of the Governing Body and shall be made available for inspection by the general public at the office of the Governing Body. This resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.

Section 12. Discharge and Satisfaction of Bonds. If the County shall pay and discharge the indebtedness evidenced by any of the Bonds in any one or more of the following ways, to wit:

(a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of and interest on such Bonds as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers ("an Agent"; which Agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Federal Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Bonds and to pay interest thereon when due until the maturity or redemption date (provided, if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice);

(c) By delivering such Bonds to the Registration Agent, for cancellation by it;

and if the County shall also pay or cause to be paid all other sums payable hereunder by the County with respect to such Bonds, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Agent to pay amounts when and as required to the Registration Agent for the payment of principal of and interest on such Bonds when due, then and in that case the indebtedness evidenced by such Bonds shall be discharged and satisfied and all covenants, agreements and obligations of the County to the holders of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the County shall pay and discharge the indebtedness evidenced by any of the Bonds in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Federal Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Federal Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Federal Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and interest on said Bonds; provided that any cash received from such principal or interest payments on such Federal Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the County as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Federal Obligations maturing at times and in amounts sufficient to pay when due the principal and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the County, as received by the Registration Agent.

For the purposes of this Section, Federal Obligations shall mean direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, which bonds or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

Section 13. Authorization of Interlocal Agreement. For the purpose of providing for the grant of the proceeds of the Bonds to the Hospital to finance Hospital capital improvements and the payment of debt service on such Bonds by the Hospital, the County Mayor is hereby authorized to execute and deliver an Interlocal Agreement in substantially the form attached hereto as Exhibit B.

Section 14. Resolution a Contract. The provisions of this resolution shall constitute a contract between the County and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.

Section 15. Authorization of Additional Actions. The officers of the County are hereby authorized and directed to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to consummate the issuance, sale and delivery of the Bonds and otherwise to effectuate the purposes of and intent of this Resolution.

Section 16. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section 17. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof, in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

Duly adopted and approved this 16th day of September, 2024.

_____

SHEILA K. BUTT,
County Mayor

Attested:

_____

JOE, H. ALLEN, County Clerk

Exhibit A

Estimated Debt Service and Issuance Costs
[To be inserted.]

Exhibit B

Form of Interlocal Agreement

INTERLOCAL AGREEMENT

This Interlocal Agreement (the "Agreement") is made and entered into as of this ____ day of _____, 2024 by and between Maury County, Tennessee (the "County") and the Maury Regional Hospital (the "Hospital"), pursuant to Tennessee Code Annotated, Section 12-9-104, and resolutions of the County Commission and of the Board of Directors of the Hospital.

W I T N E S S E T H:

WHEREAS, the Hospital has requested that the County issue up to $_____ of bonds for the purpose of financing the renovation and expansion of the Hospital (the "Hospital Expansion Project"); and

WHEREAS, on the date hereof, the County issued its General Obligation Bonds, Series 202__ (the "Bonds") in an aggregate principal amount of $_____, and granted the proceeds thereof, net of amounts needed to fund bond issuance costs, to the Hospital to finance the Hospital Expansion Project; and

WHEREAS, the Bonds were issued without an express pledge of Hospital revenues, based on the advice of the County's financial advisor that the express pledge of Hospital revenues would not improve the pricing of the Bonds; and

WHEREAS, the County and the Hospital intend for the Hospital to remain financially responsible for debt service on the Bonds; and

WHEREAS, in consideration of the County's willingness to issue the Bonds and in order to provide for the payment of debt service on the Bonds, the Hospital has determined to enter into this Amended and Restated Interlocal Agreement;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the County and the Hospital agree as follows:

1. Agreement to Grant Bond Proceeds. The County hereby agrees to apply the proceeds of the Bonds to the payment of the costs of issuing the bonds, and then [grant the balance of the proceeds of the Bonds to the Hospital to finance the Hospital Expansion Project. The Hospital shall hold and invest the Bond proceeds pending their expenditure. The Hospital shall provide the County with documentation and information sufficient, in the opinion of the County, to document the investment and expenditure of Bond proceeds][make the balance of the proceeds of the Bonds available to the Hospital as and when requisitioned by the Hospital to pay the incurred costs of the Hospital Expansion Project].

2. Agreement to Transfer and Apply Funds. The Hospital hereby agrees that it will transfer to the County, not later than the fifth day prior to each debt service payment date on the Bonds, from such funds as it may hold and which are legally available to be applied by it for debt service purposes, an amount equal to the debt service coming due on such debt service payment date. Attached hereto as Exhibit A is a schedule of the debt service on the Bonds. The County shall apply all such funds received from the Hospital to the payment of debt service on the Bonds.

3. Debt Service Reserve Fund. The Hospital hereby agrees that it will set aside in a restricted fund an amount equal to the maximum annual debt service on the Bonds, and will not withdraw any moneys from such fund without the prior approval of the County.

4. Tax-Exemption of Bonds. The Hospital acknowledges and agrees that the Bonds have been issued on a tax-exempt basis. The officers of the Hospital shall execute such documents and certificates as may be required by the County's Bond Counsel in connection with the issuance of tax-exempt debt obligations. The Hospital shall operate the Hospital Facilities in a manner that preserves the tax-exempt status of the Bonds.

5. Term of Agreement. The term of this Agreement, and the duties and responsibilities of the parties hereunder, shall commence upon the date hereof and shall continue until the payment in full of the Bonds, and any bonds issued to refund the Bonds.

6. Entire Agreement; Controlling Agreement. This Agreement contains the entire understanding among the parties with respect to the matters contained herein, and supersedes any prior understanding and agreements between them respecting the within subject matter. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the parties hereto relating to the subject matter of this Agreement that are not fully expressed herein.

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be executed by their respective duly authorized corporate officers, as of the day and year first above written.

MAURY COUNTY, TENNESSEE

By: _____
Title: County Mayor

ATTEST:

_____
County Clerk

MAURY REGIONAL HOSPITAL

By: _____
Title: _____

ATTEST:

By: _____
Title: _____

EXHIBIT A
DEBT SERVICE SCHEDULE

[To be added once Bonds are issued]

STATE OF TENNESSEE)

COUNTY OF MAURY)

I, Joe H. Allen, certify that I am the duly qualified and acting County Clerk of Maury County, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of the governing body of the County held on _____, 2024; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to the issuance of General Obligation Bonds.

WITNESS my official signature and seal of said County this _____ day of _____, 2024.

_____
County Clerk

(SEAL)

45366976.2

A motion was made by Commissioner Stovall, seconded by Commissioner Howard and on a roll call vote with 22 Commissioners present and voting “Aye”, the above resolution was adopted as presented.

Attorney Daniel Murphy summarized the following resolution:

RESOLUTION NO. 09-24-24

RESOLUTION APPROVING A BUDGET AMENDMENT FOR THE MAURY COUNTY HEALTH DEPARTMENT FOR THE STATE OF TENNESSEE DEPARTMENT OF HEALTH GRANT

WHEREAS, by resolution 07-24-21, the Maury County Commission accepted a grant in the amount of $1,488,225.00 from the Tennessee Department of Health; and

WHEREAS, since the budget had not been approved by the State's Comptroller's office a budget amendment could not be completed at the time the grant was accepted; and

WHEREAS, the Maury County Health Department budget should be amended in the amount of $433,287.04 to reflect the different line items that have changed from the original budget that had passed the Maury County Commission.

NOW, THEREFORE, BE IT RESOLVED by the Maury County Commission that the Maury County Health Department budget is amended as set forth on the attached budget amendment.

This the 16th day of September 2024.

_____
SHEILA K. BUTT
County Mayor

A motion was made by Commissioner Brothers, seconded by Commissioner Strahan and on a roll call vote with 22 Commissioners present and voting "Aye", the above resolution was adopted as presented.

2024-2025 Budget Amendment

Proposed By: Budget Office

Committee Approval: Budget

Budget Committee Approval:

Commission Approval:

Budget Amendment No.

Resolution No:

Balanced

Fund	Function	Object Code	Project	Cost Center	Description	Debit (Dr)	Credit (Cr)
101	46390			15001	Decrease: Other Health and Welfare Grants - State Of Tn Health Grant	$ 271,225.00	
101	55110	131		15001	Decrease: Local Health Center - Medical Personnel - State Of Tn Health Grant	$ 141,416.04	
101	55110	201		15001	Decrease: Local Health Center - Social Security - State Of Tn Health Grant	$ 2,568.00	
101	55110	209		15001	Decrease: Local Health Center - Disability Insurance - State Of Tn Health Grant	$ 444.00	
101	55110	212		15001	Decrease: Local Health Center - Employer Medicare - State Of Tn Health Grant	$ 534.00	
101	55110	302		15001	Decrease: Local Health Center - Advertising - State Of Tn Health Grant	$ 500.00	
101	55110	322		15001	Decrease: Local Health Center - Evaluation & Testing - State Of Tn Health Grant	$ 1,500.00	
101	55110	355		15001	Decrease: Local Health Center - Travel and Meals - State Of Tn Health Grant	$ 8,900.00	
101	55110	435		15001	Decrease: Local Health Center - Office Supplies - State Of Tn Health Grant	$ 1,200.00	
101	55110	506		15001	Decrease: Local Health Center - Liability Insurance - State Of Tn Health Grant	$ 5,000.00	
101	55110	204		15001	Increase: Local Health Center - State Retirement - State Of Tn Health Grant		$ 5,505.00
101	55110	206		15001	Increase: Local Health Center - Life Insurance - State Of Tn Health Grant		$ 106.00
101	55110	207		15001	Increase: Local Health Center - Medical Insurance - State Of Tn Health Grant		$ 13,726.00
101	55110	208		15001	Increase: Local Health Center - Dental Insurance - State Of Tn Health Grant		$ 3,361.00
101	55110	210		15001	Increase: Local Health Center - Unemployment Compensation - State Of Tn Health Grant		$ 72.00
101	55110	513		15001	Increase: Local Health Center - Workman's Compensation Insurance - State Of Tn Health Grant		$ 1,500.00
101	55110	299		15001	Increase: Local Health Center - Other Fringe Benefits - State Of Tn Health Grant		$ 32,293.04
101	55110	599		15001	Increase: Local Health Center - Other Charges - State Of Tn Health Grant		$ 1,000.00
101	39000				Increase: Unassigned Fund Balance		$ 375,724.00
To Amend Budget for FY25 Health Grant							
						$ 433,287.04	$ 433,287.04

***To be filled out by the Finance Department**

Comments:

DATE: 8/27/2024

Entry Month: September

Entered by:

Approved by:

Prepared By: BB

Attorney Daniel Murphy summarized the following resolution:

RESOLUTION 09-24-25

RESOLUTION APPROVING TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION ARP NON-COMPETITIVE GRANT BUDGET AMENDMENT

WHEREAS, by Resolution No. 07-22-24 Maury County allocated certain ARP grant funds to the Maury County Water System and the City of Mt. Pleasant; and

WHEREAS, Resolution No. 08-23-01S approved a grant with the Tennessee Department of Environment and Conservation in the amount of $3,377,420.41 for projects with the Mt. Pleasant and Maury County Water Systems; and

WHEREAS, the grant funds must flow through the County and the County's budget should be amended to include the grant funds.

NOW, THEREFORE, BE IT RESOLVED by the Maury County Commission that the General Fund should be amended to include the ARP grant funds from the Tennessee Department of Environment and Conservation for the Maury County Water Department and Mt. Pleasant as follows:

INCREASE:	101-47405	ARP- TDEC – Collaborative Grant	$3,267,322.33
INCREASE:	101-58831-399	ARP- TDEC – Collaborative Grant-Other Contracted Services	$3,267,322.33

This the 16th day of September 2024.

_____
SHEILA K. BUTT
County Mayor

A motion was made by Commissioner Strahan, seconded by Commissioner Grooms and on a roll call vote with 22 Commissioners present and voting "Aye", the above resolution was adopted as presented.

Attorney Daniel Murphy summarized the following resolution:

RESOLUTION NO. 09-24-26

RESOLUTION APPROVING PAY RATE ABOVE THE FIRST QUARTILE FOR A PROGRAMMING SPECIALIST FOR THE MAURY COUNTY PARKS AND RECREATION

WHEREAS, the Maury County Pay Policy requires applicants to be paid within the first quartile pay rate; and

WHEREAS, the Maury County Parks Director desires to hire a Programming Specialist above the first quartile pay rate if needed to employ a qualified individual; and

WHEREAS, a budget amendment is not needed if someone is hired above the current rate of pay.

NOW, THEREFORE, BE IT RESOLVED by the Maury County Commission that the Maury County Parks and Recreation Department is allowed to hire a Programming Specialist above the first quartile pay rate.

This the 16th day of September 2024.

_____
SHEILA K. BUTT
County Mayor

A motion was made by Commissioner Grodi, seconded by Commissioner Stovall and on a roll call vote with 22 Commissioners present and voting “Aye”, the above resolution was adopted as presented.

During the approval of the agenda, the following resolution was sent back to committee.

RESOLUTION NO. 09-24-27

RESOLUTION APPROVING APPLICATIONS FOR A PUBLIC BUILDING AUTHORITY FOR MAURY COUNTY, TENNESSEE

WHEREAS, by Resolution No. 05-24-24, the Maury County Legislative Body approved the three electors to proceed with forming a public building authority; and

WHEREAS, attached to this Resolution is the Charter of Incorporation for the Public Building Authority of Maury County, Tennessee in accordance with Tennessee Code Annotated §12-10-101 et seq. (see attached collective Exhibit A); and

WHEREAS, the electors, Brian McKelvy, Don Morrow and Peder Jensen are authorized to take the necessary steps to file the Charter and necessary documents with the Tennessee Secretary of State; and

WHEREAS, the Maury County Commission finds and determines that it is wise, expedient, necessary and advisable that a public building authority be formed for Maury County, Tennessee and hereby authorizes the Petitioners to proceed with forming the public building authority in accordance with the attached charter.

NOW, THEREFORE, BE IT RESOLVED by the Maury County Legislative Body that it approves the attached Charter for a public building authority and authorizes the electors, Brian McKelvy, Don Morrow and Peder Jenson to proceed with filing the attached Charter with the Tennessee Secretary of State.

BE IT FURTHER RESOLVED by the Maury County Commission that it will pay for all costs and expenses relating to the preparation and recording of all necessary documents needed for the formation of the public building authority.

This the 16th day of September 2024

_____
SHEILA K. BUTT
County Mayor

Attorney Daniel Murphy summarized the following resolution:

RESOLUTION NO. 09-24-28

RESOLUTION AMENDING 2024/2025 GENERAL FUND BUDGET REGARDING SCRAP METAL

WHEREAS, the Maury County Sherriff's Department sold scrap metal in the amount of $1,391.30 last fiscal year; and

WHEREAS, it is desirable to amend the fiscal year 2024/2025 Maury County General Fund Budget to place those funds in the Other Supplies and Material line item of the Sheriff's Department.

NOW, THEREFORE, BE IT RESOLVED by the Maury County Commission that the following General Fund Budget amendment is approved:

DECREASE:	101-39000	Unassigned Fund Balance	$1,391.30
INCREASE:	101-54210-499	Sheriff's Department- Other Supplies and Materials	$1,391.30

This the 16th day of September 2024.

_____
SHEILA K. BUTT
County Mayor

A motion was made by Commissioner Jeter, seconded by Commissioner Barner and on a roll call vote with 22 Commissioners present and voting "Aye", the above resolution was adopted as presented.

Attorney Daniel Murphy summarized the following resolution:

RESOLUTION NO. 09-24-29

RESOLUTION AMENDING THE BUDGET FOR THE EVIDENCE BASED PROGRAMMING GRANT FOR THE MAURY COUNTY SHERIFF'S DEPARTMENT

WHEREAS, by Resolution No. 05-24-30, Maury County accepted the Evidence Based Programming Grant with the Tennessee Department of Finance and Administration, Office of Criminal Justice Programs; and

WHEREAS, the budget should be amended to include this year's grant funds in the Sheriff's Department budget in the amount of $280,470.00.

NOW, THEREFORE, BE IT RESOLVED by the Maury County Commission that the Sheriff's Department Budget should be amended as follows:

INCREASE: 101-47250-14080	L/E Grants-Edw Byrne – Evidence-Based Programming Grant	$280,470.00
INCREASE: 101-54210-350-14080	Jail - Internet Connectivity – Evidence-Based Programming Grant	$ 9,045.00
INCREASE: 101-54210-399-14080	Jail - Other Contracted Services - Evidence-Based Programming Grant	$136,397.00
INCREASE: 101-54210-435-14080	Jail - Office Supplies – Evidence-Based Programming Grant	$ 8,000.00
INCREASE: 101-54210-719-14080	Jail - Office Equipment – Evidence-Based Programming Grant	$ 14,528.00
INCREASE: 101-54210-799-14080	Jail - Other Capital Outlay – Evidence-Based Programming Grant	$112,500.00

This the 16th day of September 2024.

_____
SHEILA K. BUTT
County Mayor

A motion was made by Commissioner Jeter, seconded by Commissioner Howard and on a roll call vote with 22 Commissioners present and voting "Aye", the above resolution was adopted as presented.

Attorney Daniel Murphy summarized the following resolution:

RESOLUTION NO. 09-24-30

RESOLUTION AMENDING THE SHERIFF'S DEPARTMENT'S BUDGET FOR THE VIOLENT CRIME INTERVENTION FUND PROGRAM GRANT

WHEREAS, by Resolution No. 07-23-22 the County approved the Violent Crime Intervention Fund Program Grant; and

WHEREAS, the grant funds for this year need to be placed into this fiscal year in the amount of $144,548.00 therefore it is desirable to amend the Maury County Sheriff's Department's budget accordingly.

NOW, THEREFORE, BE IT RESOLVED by the Maury County Commission that the Maury County Sheriff's Department's budget is amended to include the Violent Crime Intervention Fund Program Grant funds into this year's budget as follows:

INCREASE: 101-46290-14018	Other Public Safety Grants – Violent Crime Intervention Fund Grant	$144,548.00
INCREASE: 101-54110-716-14018	Other Public Safety Grants - Violent Crime Intervention Fund Grant	$144,548.00

This the 16th day of September 2024.

_____
SHEILA K. BUTT
County Mayor

A motion was made by Commissioner Jeter, seconded by Commissioner Hestla and on a roll call vote with 22 Commissioners present and voting "Aye", the above resolution was adopted as presented.

Attorney Daniel Murphy summarized the following resolution:

RESOLUTION NO. 09-24-31

RESOLUTION AMENDING THE SHERIFF'S DEPARTMENT'S BUDGET FOR THE LITTER GRANT

WHEREAS, by Resolution No. 07-23-20 the County approved the Litter Grant; and

WHEREAS, the grant funds for this year need to be placed into this fiscal year in the amount of $67,700.00 as well as funds from the previous year therefore it is desirable to amend the Maury County Sheriff's Department's budget accordingly.

NOW, THEREFORE, BE IT RESOLVED by the Maury County Commission that the Maury County Sheriff's Department's budget is amended to include the Litter Grant funds into this year's budget as set forth in the attached exhibit.

This the 16th day of September 2024.

_____
SHEILA K. BUTT
County Mayor

A motion was made by Commissioner Jeter, seconded by Commissioner Grooms and on a roll call vote with 22 Commissioners present and voting "Aye", the above resolution was adopted as presented.

2024-2025 Budget Amendment

Proposed By: Budget Office

Committee Approval: Safety

Budget Committee Approval:

Commission Approval:

Budget Amendment No.

Resolution No:

Balanced

Fund	Function	Object Code	Project	Cost Center	Description	Debit (Dr)	Credit (Cr)
101	46430			15701	Increase: Litter Program - State Litter Grant (Non Education)	$ 47,390.00	
101	46430			15702	Increase: Litter Program - State Litter Grant (Education Only)	$ 20,310.00	
101	54110	338		15701	Increase: Sheriff's Department - Maintenance And Repair Svc - Vehicles - State Litter Grant (Non Education)		$ 10,000.00
101	54110	355		15701	Increase: Sheriff's Department - Travel And Meals - State Litter Grant (Non Education)		$ 1,000.00
101	54110	422		15701	Increase: Sheriff's Department - Food Supplies - State Litter Grant (Non Education)		$ 2,000.00
101	54110	425		15701	Increase: Sheriff's Department - Gasoline - State Litter Grant (Non Education)		$ 4,000.00
101	54110	433		15701	Increase: Sheriff's Department - Lubricants - State Litter Grant (Non Education)		$ 500.00
101	54110	450		15701	Increase: Sheriff's Department - Tires And Tubes - State Litter Grant (Non Education)		$ 1,000.00
101	54110	451		15701	Increase: Sheriff's Department - Uniforms - State Litter Grant (Non Education)		$ 1,000.00
101	54110	453		15701	Increase: Sheriff's Department - Vehicle Parts - State Litter Grant (Non Education)		$ 1,500.00
101	54110	499		15701	Increase: Sheriff's Department - Other Supplies And Materials - State Litter Grant (Non Education)		$ 21,000.00
101	54110	524		15701	Increase: Sheriff's Department - Training, In-Service, Staff Development - State Litter Grant (Non Education)		$ 1,000.00
101	54110	599		15701	Increase: Sheriff's Department - Other Charges - State Litter Grant (Non Education)		$ 1,390.00
101	54110	716		15701	Increase: Sheriff's Department - Law Enforcement Equipment - State Litter Grant (Non Education)		$ 2,000.00
101	54110	790		15701	Increase: Sheriff's Department - Other Equipment - State Litter Grant (Non Education)		$ 1,000.00
101	54110	499		15702	Increase: Sheriff's Department - Other Supplies And Materials - State Litter Grant (Education Only)		$ 20,310.00
101	55731	499		15701	Decrease: Waste Pickup - Other Supplies and Materials - State Litter Grant (Non Education)	$ 18,400.00	
101	39000				Increase: Unassigned Fund Balance		$ 18,400.00
To Amend Sheriff Budget for FY25 Litter Grant							
						$ 86,100.00	$ 86,100.00

***To be filled out by the Finance Department**

Comments:

DATE:

Entry Month: September

8/23/2024

Entered by:

Approved by:

Prepared By: BB

Attorney Daniel Murphy summarized the following resolution:

RESOLUTION NO. 09-24-32

RESOLUTION AMENDING 2024/2025 GENERAL FUND BUDGET REGARDING INSURANCE RECOVERY

WHEREAS, insurance proceeds in the amount of $3,303.73 were received by the County Sheriff's Department for damages to several vehicles; and

WHEREAS, an additional $3,493.45 of funds were received last fiscal year and need to be placed in this year's budget to make the repairs on the vehicles with the funds coming from Fund Balance; and

WHEREAS, it is desirable to amend the fiscal year 2024/2025 Maury County General Fund Budget to Increase the Insurance Recovery line item in the amount of $3,303.73, use $3,493.45 of fund balance and place funds in the amount of $6,797.18 in the vehicle parts line item so the vehicle can be repaired.

NOW, THEREFORE, BE IT RESOLVED by the Maury County Commission that the following General Fund Budget amendment is approved:

INCREASE:	101-49700	Insurance Recovery	$3,303.73
DECREASE:	101-39000	Unassigned Fund Balance	$3,493.45
INCREASE:	101-54110-453	Sheriff's Department- Vehicle parts	$6,797.18

This the16th day of September 2024.

_____
SHEILA K. BUTT
County Mayor

A motion was made by Commissioner Barner, seconded by Commissioner Hestla and on a roll call vote with 22 Commissioners present and voting "Aye", the above resolution was adopted as presented.

Attorney Daniel Murphy summarized the following resolution:

RESOLUTION NO. 09-24-33

RESOLUTION CREATING THE POSITION OF TEMPORARY CORRECTIONS RECORD TECHNICIAN IN THE SHERIFF'S DEPARTMENT

WHEREAS, a long term corrections record technician position with the Sheriff's Department will be retiring on November 2, 2024 and the Sheriff needs to train an individual to fill the position beginning October 2, 2024; and

WHEREAS, there are funds in the budget to cover the cost of the temporary employee; and

WHEREAS, this temporary position may be filled on October 2, 2024 and will expire November 2, 2024.

NOW, THEREFORE, BE IT RESOLVED by the Maury County Legislative Body that the position of temporary corrections record technician is approved with the position being available from October 2, 2024, until November 2, 2024.

This the 16th day of September 2024.

_____
SHEILA K. BUTT
County Mayor

A motion was made by Commissioner Grodi, seconded by Commissioner Jeter and on a roll call vote with 22 Commissioners present and voting "Aye", the above resolution was adopted as presented.

County Attorney Daniel Murphy summarized the following resolution:

RESOLUTION NO. 09-24-34

RESOLUTION AMENDING 2024/2025 HIGHWAY BUDGET

WHEREAS, the Maury County Highway Department was reimbursed for providing materials and fuel supplied to the Solid Waste Department and the Maury County Public Schools in the amount of $69,176.28; and

WHEREAS, the funds should be placed back into the Highway Department expenditure line items for the 2024-2025 budget.

NOW, THEREFORE, BE IT RESOLVED by the Maury County Commission that the following budget amendment for the Highway Fund Budget is approved:

INCREASE:	131-44130	Sale of Materials and supplies	$69,176.28
INCREASE:	131-62000-409	Highway and Bridge Maintenance – Crushed Stone	$62,974.87
INCREASE:	131-63100-412	Operation And Maintenance of Equipment- Diesel Fuel	$ 6,201.41

This the 16th day of September 2024.

_____
SHEILA K. BUTT
County Mayor

A motion was made by Commissioner Stovall, seconded by Commissioner Strahan and on a roll call vote with 22 Commissioners present and voting “Aye”, the above resolution was adopted as presented.

County Attorney Daniel Murphy summarized the following resolution:

RESOLUTION NO. 09-24-35

RESOLUTION AMENDING 2024/2025 HIGHWAY FUND BUDGET FOR INSURANCE RECOVERY

WHEREAS, the Highway Department has received certain insurance proceeds in the amount of $17,500.00 for damages to one of its low boys and desires to place those funds in its budget so that repairs can be made; and

WHEREAS, the Highway Department's budget should be amended accordingly.

NOW, THEREFORE, BE IT RESOLVED by the Maury County Commission that the following budget amendment for the Highway Fund Budget is approved:

INCREASE:	131-49700	Insurance Recovery	$17,500.00
INCREASE:	131-63100-336	Operation and Maintenance of Equipment – Maintenance and Repair Services- Equipment	$17,500.00

This the 16th day of September 2024.

_____
SHEILA K. BUTT
County Mayor

A motion was made by Commissioner Hestla, seconded by Commissioner Barner and on a roll call vote with 22 Commissioners present and voting "Aye", the above resolution was adopted as presented.

County Attorney Daniel Murphy summarized the following resolution:

RESOLUTION NO. 09-24-36

RESOLUTION AMENDING THE EMERGENCY MANAGEMENT DEPARTMENT'S BUDGET FOR THE EMERGENCY MANAGEMENT PERFORMANCE GRANT

WHEREAS, the 2023 Emergency Management Performance grant funds have been received in the amount of $44,626.86 and need to be included in the Emergency Management Department's budget therefore, it is desirable to amend the Maury County Emergency Management Department's budget accordingly.

NOW, THEREFORE, BE IT RESOLVED by the Maury County Commission that the Emergency Management Department's budget is amended to include the funds from the 2023 Emergency Management Performance grant into this year's budget as follows:

INCREASE: 101-47235-14150	Homeland Security Grants – FY23 Emergency Management Performance Grant	$44,626.86
INCREASE: 101-54490-790-14150	Other Emergency Management – Other Equipment – FY 23 Emergency Management Performance Grant	$44,626.86

This the 16th day of September 2024.

_____
SHEILA K. BUTT
County Mayor

A motion was made by Commissioner Hestla, seconded by Commissioner Stovall and on a roll call vote with 22 Commissioners present and voting "Aye", the above resolution was adopted as presented.

County Attorney Daniel Murphy summarized the following resolution:

RESOLUTION NO. 09-24-37

RESOLUTION AMENDING THE EMERGENCY MANAGEMENT DEPARTMENT'S BUDGET FOR THE HAZARDOUS MATERIAL EMERGENCY PREPAREDNESS GRANT

WHEREAS, the 2024 Hazardous Material Emergency Preparedness grant has been received in the amount of $32,500.00; and

WHEREAS, there is a $6,500.00 match which was included in the Emergency Management Department's budget therefore it is desirable to amend the Maury County Emergency Management Department's budget accordingly.

NOW, THEREFORE, BE IT RESOLVED by the Maury County Commission that the Emergency Management Department's budget is amended to include the funds from the 2024 Hazardous Material Emergency Preparedness grant into this year's budget as follows:

INCREASE: 101-47235-14151	Homeland Security Grants – FY24 Emergency Management Preparedness Grant	$26,000.00
INCREASE: 101-54490-790-14151	Other Emergency Management – Other Equipment – FY 24 Emergency Management Preparedness Grant	$32,500.00
DECREASE: 101-54490-429	Other Emergency Management – Instructional Supplies and Materials	$ 6,500.00

This the 16th day of September 2024.

_____
SHEILA K. BUTT
County Mayor

A motion was made by Commissioner Strahan, seconded by Commissioner McCullen and on a roll call vote with 22 Commissioners present and voting "Aye", the above resolution was adopted as presented.

County Attorney Daniel Murphy summarized the following resolution:

RESOLUTION NO. 09-24-38

RESOLUTION AUTHORIZING PROPOSALS FOR MULTI-YEAR CONTRACT FOR VEHICLE REPLACEMENT COST INSURANCE COVERAGE FOR THE MAURY COUNTY FIRE DEPARTMENT

WHEREAS, the Purchasing Agent and Maury County Fire Chief recommend that they be given the ability to obtain requests for proposals for vehicle replacement cost insurance coverage for the Maury County Fire Department according to the attached Request for Proposal.

NOW, THEREFORE BE IT RESOLVED by the Maury County Legislative Body that the attached request for proposals for vehicle replacement cost insurance coverage for the Maury County Fire Department is approved.

This the 16th day of September 2024.

_____
SHEILA K. BUTT
County Mayor

A motion was made by Commissioner Previti, seconded by Commissioner Grodi and on a roll call vote with 22 Commissioners present and voting “Aye”, the above resolution was adopted as presented.



MAURY COUNTY GOVERNMENT

REQUEST FOR PROPOSAL

VEHICLE REPLACEMENT COST INSURANCE COVERAGE

MAURY COUNTY FIRE DEPARTMENT

Pattie Farris
Purchasing Agent

Maury County

PURCHASING DEPARTMENT
SECOND FLOOR
#10 PUBLIC SQUARE
COLUMBIA, TENNESSEE 38401
PHONE (931) 375-3110
FAX (931) 375-3118

Nicole Hooker
Fixed Assets

Brandi Cothron
Capital Projects

Jeri Foutch
BOE Fixed Asset/Capital Projects

REQUEST FOR PROPOSAL

Maury County (the "County") is requesting proposals from interested Insurance Companies licensed to do business in the State of Tennessee to provide Vehicle Replacement Cost Insurance Coverage along with available additional coverages (e.g.); towing, glass coverage, vehicle rental etc. on all Maury County Fire Department vehicles until 2:00 p.m. on October 15, 2024. The successful proposal will establish an Agreement for Replacement Cost Vehicle coverage of the Maury County Fire Department Fleet with Maury County. The agreement term will be from January 1, 2025 to June 30, 2025 with an option to renew for three (3) additional one (1) year periods that will start on July 1, 2025 to June 30 2026 and so forth for the remainder of the contract.

Exhibit 1 attached: Fleet information

NOTE: All materials pertaining to this request will be available on the following website after 09/16/2024

www.maurycounty-tn.gov

Submission Details:

One original and 2 copies (one copy being electronic-pdf) of the proposal must be submitted in a sealed envelope no later than 2:00 p.m., Tuesday October 15, 2024 to the following:

Maury County Purchasing Department
10 Public Square, Second Floor
Columbia, TN 38401

The outside of the envelope must contain the following:

RFP for Vehicle Replacement Cost Coverage – Maury County Fire Department
Proposals Due: Tuesday, October 15, 2024 at 2:00 p.m.
Legal name of proposing entry

Any questions regarding this RFP should be in writing and directed to Pattie Farris, Maury County Purchasing Agent, at her email address: pfarris@maurycounty-tn.gov. Questions will be taken until October 8, 2024 10:00 A.M. local time at which time all questions and answers will be posted on the Maury County website.

Unit #	Vehicle Description	VIN #	LicenseTag #	Mileage	Stated Amt:
Brush 21	2008 Chevrolet 3500 HD	1GBJK34638E175215	FD 3058	45,519	$75,000.00
Brush 23	1995 Dodge 350 CB	1B6MF36C6SS301340	GS0775	65,833	$35,000.00
Brush 24	2008 Chevrolet 3500 HD	1GBJK34628E171382	GX-9400	11,938	$75,000.00
Brush 26	2008 Chevrolet 3500 HD	1GBJK34618E171292	GX-9399	12,024	$75,000.00
Brush 29	2001 Ford F350	1FDWF37F41EA04475	GT8030	29,332	$35,000.00
DIVISION 20	2008 GMC SIERRA 1500	3GTEK13358G125515	FD 3077		$23,500.00
DIVISION 30	2008 Durango SXT	1D8HB38NX8F140047	GD 7984	230,743	$10,000.00
MED 20	2009 Ford Expedition	1FMFU16599EB27073	FD 3066	160,000	$15,000.00
CHIEF 20	2008 Ford Explorer	1FMEU73EX8UA1689	FD 3075	121,000	$5,500.00
SAFETY 20	2007 Dodge Charger	2B3LA43H87H770019	4465GH	235,000	$5,500.00
CAPTAIN 20	2007 Ford F-150	1FTPW14V57FA96630		190,000	$7,500.00
Support 21	2007 Ford Explorer	1FMEU738X7UB15806	GX8801	225,000	$5,500.00
SQUAD 32	2022 FORD F-550	1FD0W5HN5NEE32357		15,000	$150,000.00
ENGINE 21	2018 Spartan S180	4S9BCETA6KC419334	2192 GF	27,000	$425,000.00
ENGINE 34	2008 Freightliner	1FVACYBS48HAD9294	FD 3064	31,994	$325,000.00
ENGINE 23	2012 Spartan	4S7YT2B94CC074332	FD 3071	15,374	$400,000.00
ENGINE 24	2008 Freightliner	1FVACYBS09HAD9343	FD 3065	80,749	$325,000.00
ENGINE 26	2008 Frieghtliner	1FVACYBS89HAD7954	FD3057	15,251	$325,000.00
ENGINE 27	2000 Freightliner	1FV6JLCB3YHB58231	GX4702	29,500	$225,000.00
ENGINE 29	2008 Freightliner	1FVACYBS19HAD9318	FD-3063	19,400	$325,000.00
ENGINE 30	2018 Spartan S180	4S9BCETA6KC419335	2191 GF	7,073	$425,000.00
ENGINE 31	2012 Kenworth T-370	2NKHJN8X4CM316974	No Tag	9,700	$350,000.00
ENGINE 32	2020 Freightliner	1FVACYFE0LHLL8411		3,400	$368,500.00
ENGINE 28	2021 Freightliner M2 CB	3ALACYFE3MDMN6380	FD 3079	1550	$325,000.00
ENGINE 25	2023 Freightliner	3ALACYFE4NDNL8300	FD3103		$334,000.00
RESCUE 21	2013 Spartan EVI Rescue	4S7CT2D94ECO77659	FD 3074	59,000	$350,000.00
SQUAD 21	2023 Chevy Silverado 2500 HD	2GC4YLE71P1702828	FD3103		$36,500.00

DEPUTY 20	2017 Ram 2500 P/U	3C6TR5CT3HG518804	8041 GD	95,000	$40,000.00
OPS 20	2007 GMC 3500	1GDHK33K78F157573	FD 3076	105,000	$16,000.00
SUPPORT 23	1999 Dodge	3B7HF12ZXXG202014	GV8129	126,568	$5,500.00
UTILITY 21	1999 Ford F-350	1FDWX37F8XEA71294	FD 3068	107,500	$5,500.00
Tanker 1	2009 KENWORTH T-800	1NKDL50X89J248795	FD-3060	45,000	$375,000.00
AIR 26	2006 Pace Trailer	40LUB14256P122103			
Tanker 3	2006 Kenworth	2ZNKMHZ8X46M135542	GW7813	18,535	$325,000.00
Tanker 6	2008 KENWORTH	2NKHLN9X48M216647	FD-3059	8,537	$325,000.00
Tanker 8	2008 Peterbuilt Tanker	2NPRLN9X08M758097	GX 9371	10,794	$325,000.00
Tanker 12	2021 Freightliner M2106	1FVACYFC1MHMA4119		500	$325,000.00
Tanker 22	2024 Freightliner	1FVAC5FE9RHVA8297	7488-GI	1200	$475,000.00
RESERVE ENG	2002 Freightliner FL8	1FVABXBS02DC04173			$75,000.00
Training Van	2010 Dodge Caravan	2D4RN4DE1AR259421	7983 GD	222,277	$5,500.00
AIR 21	Freightliner M2 106	1FVACYCSX7HZ12884		15,700	$350,000.00
Engine 23	2023 Ferrara	4S9DT2D92PC560419		1,500.00	$450,000.00
RED UTILITY	2007 Homesteader Trailer	5HABE14207N002845			$10,000.00
SWIFT WATER TRAILER					$10,000.00

AFFIDAVITS ACKNOWLEDGEMENT PAGE

IRAN DIVESTMENT ACT

Under the Iran Divestment Act, T.C.A. §§ 12-12-101--12-12-113, political subdivisions in Tennessee are prohibited from entering into any procurement or contract over $1,000 with a person who engages in investment activities in Iran. The state's chief procurement officer is required under T.C.A. § 12-12-106 to create a list of persons who engage in investment activities in Iran. Any person who is on the list is ineligible to contract with any political subdivision of this state, and any such contract is declared void *ab initio* under § 12-12-110.

On or after July 1, 2016, every bid or proposal submitted to a political subdivision where competitive bidding is required must contain the following statement, submitted by the bidder under penalties of perjury:

> *"By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106."*

COLLUSION AMONG BIDDERS

The bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached.

1. (s)he is fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and

2. neither the bidder nor anyone subject to the bidder's direction or control has been a party;

    a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
    b. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
    c. in any discussions between bidders and any municipal official concerning exchange of money or other things of value for special consideration in the letting of a contract.

3. no officer or employee of Maury County Government either directly or indirectly, owns any interest in the bidder's business.

NON-BOYCOTT OF ISREAL AFFIDAVIT

Concerning the Non-Boycott of Israel Act (TCA 12-4-1 et seq.), by submission of this bid/quote/proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to § 12-4-1 and will not during the term of any award. Note: Applicable only to contracts of $250,000 or more and to suppliers with 10 or more employees.

ACKNOWLEDGEMENT

The undersigned herby acknowledges receipt of these affidavits and certifies that the submittal in response to this solicitation is in full compliance with the listed requirements. Failure to properly acknowledge issues concerning the above is grounds for bid rejection and may subject the signer to penalties as directed by the appropriate laws.

_____

SIGNATURE OF AUTHORIZED AGENT

_____

Subscribed and sworn to before me this _____day of _____, 20_____.

_____ _____

Signature of Notary Public My Commission Expires

County Attorney Daniel Murphy summarized the following resolution:

RESOLUTION NO. 09-24-39

RESOLUTION ACCEPTING THE MENTAL HEALTH COURT MANAGER GRANT

WHEREAS, Maury County General Sessions Court Part I has applied for a grant through the Tennessee Mental Health Court Program through the Tennessee Department of Mental Health and Substance Abuse Services which has been awarded in the amount of $149,000.00; and

WHEREAS, the grant will allow the County to hire a Mental Health Court manager; and

WHEREAS, the grant does not require any matching funds from the County and it is desirable to accept the attached grant.

NOW, THEREFORE, BE IT RESOLVED by the Maury County Commission to accept the attached grant through the Tennessee Mental Health Court Program through the Tennessee Department of Mental Health and Substance Abuse Services for a Mental Health Court Manager with the Mayor being authorized to sign.

This the 16th day of September 2024.

_____
SHEILA K. BUTT
County Mayor

A motion was made by Commissioner Grooms, seconded by Commissioner Green and on a roll call vote with 22 Commissioners present and voting “Aye”, the above resolution was adopted as presented.

GOVERNMENTAL GRANT CONTRACT

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

Begin Date	End Date	Agency Tracking # 33901	Edison ID
November 1, 2024	June 30, 2025		

Grantee Legal Entity Name	Edison Vendor ID
Maury County Government	2717

Subrecipient or Recipient

☐ Subrecipient

☒ Recipient

Assistance Listing Number

Grantee's fiscal year end June 30

Service Caption (one line only)

Tennessee Mental Health Court Program (TMHCP)

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2025	$149,000.00				$149,000.00
TOTAL:	**$149,000.00**				**$149,000.00**

Grantee Selection Process Summary

☒ Competitive Selection	Pursuant to TCA 33-1-302 and 33-1-304, grantees are selected in accordance with state policy, department duties, department powers, and commissioner duties and powers as related to serving as the state's mental health and substance abuse authority responsible for planning for and promoting the availability of a comprehensive array of high quality prevention, early intervention, treatment, and habilitation services and supports that meets the needs of service recipients in a community-based, family-oriented system.
☐ 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.

Gene Wood

CPO USE - GG

Speed Chart (optional)	Account Code (optional)

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES
AND
MAURY COUNTY GOVERNMENT

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

Grantee Edison Vendor ID # 2717

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.

A.2. Service Definitions:

a. A Tennessee Mental Health Court Program (TMHCP) is modeled after drug courts and developed in response to the overrepresentation of people with mental illnesses in the criminal justice system. Mental health courts divert select defendants with mental illnesses into judicially supervised, community-based treatment and services.

b. Participation by defendants in a mental health court program under the TMHCP is voluntary. Services to be provided by the mental health court program include intensive court supervision; mental health treatment services; drug testing; substance abuse treatment services; and other social services as an alternative to incarceration.

c. A mental health court is required to provide treatment to eligible participants. Any mental health and substance abuse treatment services must be provided by appropriately licensed and certified personnel approved by the State. Such treatment may be provided 1) in-house under an appropriate facility license issued to the court; 2) by licensed and certified staff providing these services for the court; or 3) by licensed and certified community treatment providers providing these services to the participants at the direction of the mental health court.

d. "Mental Health Courts", for purposes of this Grant Contract, are specialized courts or court calendars that incorporate intensive judicial supervision; treatment services; sanctions; and incentives to address the needs of non-violent offenders with mental health and/or co-occurring disorders.

e. A mental health court team shall be composed of the judge; prosecutor; defense attorney; court coordinator; probation officer; treatment providers; and other program staff or designee. The team works in concert to ensure that defendants have the support of the justice system and treatment services to address their substance abuse and mental health treatment needs.

f. The Mental Health Court Coordinator oversees the activity of the team, conducts quality assurance of each team member, maintains client data, remains informed regarding fiscal compliance of the court, and coordinates services for mental health court participants.

g. The TNRAS (Tennessee Risk Assessment System) is a dynamic risk/needs assessment system to be used with adult offenders. It offers criminal justice professionals the ability to

assess individuals at various decision points across the criminal justice system. The results of the assessment on offenders shall guide their case planning, supervision level, program referral and placement, and treatment intervention.

h. Ten (10) Essential Elements of a mental health court design and implementation are described below. Comprehensive information regarding the essential elements can be found at the following website: http://csgjusticecenter.org/courts/publications/improving-responses-to-people-with-mental-illnesses-the-essential-elements-of-a-mental-health-court/.

The Ten (10) Essential Elements include:

(1) Planning and Administration: A broad-based group of stakeholders representing the criminal justice, mental health, substance abuse treatment, and related systems and the community guides the planning and administration of the court;

(2) Target Population: Eligibility criteria address public safety and consider a community's treatment capacity, in addition to the availability of alternatives to pretrial detention for defendants with mental illnesses. Eligibility criteria also take into account the relationship between mental illness and a defendant's offenses, while allowing the individual circumstances of each case to be considered;

(3) Timely Participant Identification and Linkage to Services: Participants are identified, referred, and accepted into mental health courts, and then linked to community-based service providers as quickly as possible;

(4) Terms of Participation: Terms of participation are clear, promote public safety, facilitate the defendant's engagement in treatment, are individualized to correspond to the level of risk that the defendant presents to the community, and provide for positive legal outcomes for those individuals who successfully complete the program;

(5) Informed Choice: Defendants fully understand the program requirements before agreeing to participate in a mental health court. They are provided legal counsel to inform this decision and subsequent decisions about program involvement. Procedures exist in the mental health court to address, in a timely fashion, concerns about defendant's competency whenever they arise;

(6) Treatment Supports and Services: Mental health courts connect participants to comprehensive and individualized treatment supports and services in the community. They strive to use-and increase the availability of-treatment and services that are evidence-based.

(7) Confidentiality: Health and legal information should be shared in a way that protects potential participants' confidentiality rights as mental health consumers and their constitutional rights as defendants. Information gathered as part of the participants' court-ordered treatment program or services should be safeguarded in the event hat participants are returned to traditional court processing;

(8) Court Team: A team of criminal justice and mental health staff and service and treatment providers receives special, ongoing training and help mental health court participants achieve treatment and criminal justice goals by regularly reviewing and revising the court process;

(9) Monitoring Adherence to Court Requirements: Criminal justice and mental health staff collaboratively monitor participants' adherence to court conditions, offer

individualized graduated incentives and sanctions, and modify treatment as necessary to promote public safety and participants' recovery; and

(10) Sustainability: Data are collected and analyzed to demonstrate the impact of the mental health court, its performance is assessed periodically (and procedures are modified accordingly), court processes are institutionalized, and support for the court in the community is cultivated and expanded.

i. Adult Drug Court Best Practice Standards are guidelines for implementation and operation of an effective drug court program, and further information regarding these standards can be found on the AllRise website (http://www.allrise.org). The Adult Drug Court Best Practice Standards:

(1) Target Population – Eligibility and exclusion criteria for the Recovery Court are predicated on empirical evidence indicating which types of offenders can be treated safely and effectively in Recovery Courts. Candidates are evaluated for admission to the Recovery Court using evidence-based assessment tools and procedures.

(2) Historically Disadvantaged Groups – Citizens who have historically experienced sustained discrimination or reduced social opportunities because of their race, ethnicity, gender, sexual orientation, sexual identity, physical or mental disability, religion, or socioeconomic status receive the same opportunities as other citizens to participate and succeed in the Recovery Court.

(3) Roles and Responsibilities of the Judge – The Recovery Court judge stays abreast of current laws and research on best practices in Recovery Court, participates regularly in team meetings, interacts frequently and respectfully with participants and gives due consideration to the input of other team members.

(4) Incentive, Sanctions, and Therapeutic Adjustments – Consequences for participant's behavior are predictable, fair, consistent, and administered in accordance with evidence-based principles of effective behavior modification.

(5) Substance Abuse Treatment – Participants receive substance abuse treatment based on a standardized assessment of their treatment needs. Substance abuse treatment is not provided to reward desired behaviors, punish infractions, or serve other non-clinically indicated goals. Treatment providers are trained and supervised to deliver a continuum of evidence-based interventions that are documented in treatment manuals.

(6) Complementary Treatment and Social Services – Participants receive complementary treatment and social services for conditions that co-occur with substance abuse and are likely to interfere with their compliance in Recovery Court, increase criminal recidivism, or diminish treatment gains.

(7) Recovery and Alcohol Testing – Drug and alcohol testing provides an accurate, timely, and comprehensive assessment of unauthorized substance use throughout participant's enrollment in the Recovery Court.

(8) Multidisciplinary Team – A dedicated multidisciplinary team of professional manages the day-to-day operations of the Recovery Court, including reviewing participant progress during pre-court staff meetings and status hearings, contributing observations and recommendations within team member's respective areas of expertise, and delivering or overseeing the delivery of legal treatment and supervision services.

(9) Census and Caseloads – The Recovery Court serves as a many eligible individuals as practicable while maintaining continuous fidelity to best practice standards.

(10) Monitoring and Evaluation – The Recovery Court routinely monitors its adherence to best practice standards and employs scientifically valid and reliable procedures to evaluate its effectiveness.

A.3. Service Recipients:

The target population is adult non-violent offenders who have a diagnosis of severe and persistent mental illness and are willing to participant in the program.

A.4. Service Goals:

a. To reduce the use of jail and prison beds and other correctional services by non-violent offenders with mental health disorders by diverting them into treatment programs.

b. To improve court efficiency by substituting a problem-solving model for traditional criminal court processing and linking defendants to effective treatment and supports for mental illness.

c. To improve the quality of life of people with severe and persistent mental illnesses and increase their participation in effective treatment.

d. To promote public safety by reducing the incidence of crimes committed as a result of mental health disorders.

e. To promote effective interaction and the use of resources among local criminal justice agencies and community agencies.

A.5. Structure:

a. The Grantee shall maintain a written program description to include: 1) projected number of participants to be served by a mental health court program; 2) measurable goals and objectives of the mental health court program; and 3) identification of the process and the risk and needs assessment tools to be utilized, which shall include the TNRAS and other validated assessment tools to determine clinical need. This written program description must be maintained and be made available upon request of the State.

b. The Grantee shall develop, implement, and maintain written and current organized program policies and procedures; and create and maintain a written and current Policies and Procedures Manual. The Policies and Procedures Manual shall be available upon request of the State and shall minimally include policies and procedures on the following:

(1) The Ten (10) Essential Elements as identified in Section A.2.;

(2) The use of Medication Assisted Treatment;

(3) Title VI of the Civil Rights Act of 1964, including posting legal notices of non-discrimination in accordance with this Governmental Grant Contract (see also Section A.5.i);

(4) Staffing and personnel requirements, to include full job descriptions, job requirements, credentials, licensure, and education;

(5) Drug Free Workplace; and

(6) Notifying the State's Office of Consumer Affairs of any complaints lodged against the Grantee. Documentation must include how to lodge a complaint; who to notify in the event of a complaint; and assistance in investigation of a complaint as necessary.

c. The Grantee shall have an identified Mental Health Court Coordinator. The position description must specifically describe responsibilities of oversight and quality assurance for the delivery of an evidence-based mental health court program. The designated Mental Health Court Coordinator's name, credential(s), and title(s) must be submitted to the State as requested, and the Grantee shall notify the State within ten (10) calendar days if the designated Mental Health Court Coordinator is/are no longer available or unable to perform required oversight and quality assurance functions. Within thirty (30) calendar days of notifying the State, the Grantee must designate at least one (1) individual who is able to perform the responsibilities of oversight and quality assurance for the delivery of evidence-based court programs and strategies with fidelity.

d. The Grantee shall ensure that the Mental Health Court Team members attend and participate in the annual Tennessee Association of Recovery Court Professionals Training Conference, and other training events as prescribed by the State.

e. The Grantee shall ensure that the identified Mental Health Court Coordinator attends the annual Recovery Court Coordinator Meeting as prescribed by the State.

f. The Grantee shall ensure that staff are trained in utilizing the TNRAS risk and needs assessment tool and that no untrained users shall administer the tool.

g The Grantee shall ensure that each treatment provider only provide treatment services approved by the State, and that any services to be provided are provided by appropriately licensed and certified personnel.

h. The Grantee shall ensure that each treatment provider complies with all program requirements, licensure requirements (facility and personnel), and reporting requirements adopted by the State, and in accordance with State and Federal laws, rules, and regulations governing treatment programs funded in whole or in part under this Governmental Grant Contract.

i. The Grantee shall maintain a file, paper, electronic or combination of both, on each participant that will include mental health court documents such as; signed program agreement, court orders, signed releases, acknowledgment of Title VI policy and other court and program documents as determined appropriate by the State.

j. Monitoring. In accordance with Section D.16., the State shall conduct program monitoring as follows:

(1) State monitors shall notify the Grantee of their arrival, prior to site visit inception. The Grantee shall make available all relevant personnel at the scheduled time chosen by the State, unless otherwise arranged with the State. Deviations from the proposed site visit date must be approved by the State no later than two (2) weeks prior to the site visit date.

(2) The Grantee shall comply with all requests for information as issued by the State and is required to have all information scheduled for review, present and ready on the appointed day and at the scheduled time of the review. All requested information is to be prepared as specified by the State.

(3) Following the monitoring visit or desk review, the Grantee shall receive a Monitoring Report. If the Monitoring Report indicates that the Grantee has

incurred reportable findings, the Grantee shall be required to submit a Corrective Action Plan (CAP) for the State's approval. The CAP must include the date issued, the signature of the preparer, and must address each reportable finding listed in the Monitoring Report. The CAP must also include corrective action to be implemented, person responsible for implementing corrective action, and the CAP implementation date.

(4) Grantee correspondence concerning the CAP must be submitted to the State electronically, as an attachment, via electronic mail (e-mail), and must include a cover letter on Grantee letterhead, conform to the State-approved format, and submitted within the timeframe specified by the State. No facsimile CAP information will be accepted.

(5) If the CAP is satisfactory, the Grantee shall receive a CAP Approval Letter from the State. If the CAP is unsatisfactory, the Grantee shall receive a CAP Disapproval Letter requesting amendment and resubmission to the State. After the CAP is approved, the State shall conduct a follow-up site visit within sixty (60) days after the approval of the CAP. It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Governmental Grant Contract as specifically indicated herein.

A.6. Process:

a. The Grantee shall continue to develop and maintain working relationships with the statewide criminal justice system, and community, mental health, and alcohol and drug treatment services providers.

b. The Grantee shall develop working relationships with the TDMHSAS Behavioral Health Safety Net Providers to conduct assessments, participate in team meetings, and provide additional services as indicated, including case management, medication management, psychosocial rehabilitation services, and therapeutic interventions, for eligible participants.

c. The Grantee shall assess program referrals, using the TNRAS, to determine program eligibility, and to assist in treatment planning for each participant.

d. The Grantee shall coordinate referrals, linkages, and aftercare services and a plan for the participants upon completion of a mental health court program.

e. The Grantee shall input service recipient data into the State's data system to include, but not limited to: the data elements indicated in the "Problem Solving Court Data Dictionary and Required Data Elements" document; the TNRAS, and other prescribed assessment tools.

f. The Grantee shall comply with all monthly reporting. All active participant accounts in the State's data system shall be updated, at least once every thirty (30) days. Reports regarding delinquent accounts sent to the Grantee by the State will be responded to by the Grantee within five (5) business days.

g. The Grantee shall input appropriate service recipient treatment data into the State's data system. It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Grant Contract as specifically indicated herein. The service recipient service contact data shall also describe the progress or lack of progress towards the goals of the participants and any changes in the program plans for each individual participant.

h. The Grantee shall ensure that appropriate staff have access to the State's data system. Each staff shall sign the State's Authorized User Agreement. Each treatment provider and appropriate staff shall sign the State's Authorized User Agreement, maintain copies of all signed Agreements and make them available upon request of the State.

i. The Grantee shall ensure the Mental Health Court Team attend and participate in meetings, conference calls, and trainings, including trainings on the use of the State's data system as scheduled and required by the State.

j. To the extent permitted under the statutory authority cited in Section A.2.a. and its resulting rules and regulations, individuals receiving services under this contract may be required to pay reasonable costs for specifically enumerated services under the program.

A.7. Outcome – Access:

A mental health court program shall be accessible to those identified in Section A.3.

A.8. Outcome – Capacity:

A mental health court program shall serve the number of participants identified in Section A.5.a.

A.9. Outcome – Effectiveness:

a. Effectiveness will be shown by mental health court participants having access to quality, evidence-based treatment services, recovery services, and community resources that meet their individual needs as indicated in their individual program plan and risk and needs assessments.

b. Mental health court participants will exhibit improved living situations, at a rate of no less than the statewide average of fifty-four percent (54%).

c. Mental health court participants will gain educational knowledge and/or employment, if determined appropriate, at a rate of no less than the statewide average of thirty percent (30%).

d. Data will show a decrease in the rate of termination of individuals participating in mental health court of no more than the statewide average of forty-four percent (44%).

e. Data will show an increase in the percentage of participants who successfully complete the mental health court program with a completion rate of no less than the statewide average of fifty-two percent (52%).

B. TERM OF CONTRACT:

This Grant Contract shall be effective for the period beginning on November 1, 2024 ("Effective Date") and ending on June 30, 2025, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed One Hundred Forty-Nine Thousand Dollars ($149,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One (1) is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Mental Health and Substance Abuse Services
ATTN: Fiscal Services
Andrew Jackson Building, 6th Floor
500 Deaderick Street
Nashville, TN 37243

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

(1) Invoice/Reference Number (assigned by the Grantee).
(2) Invoice Date.
(3) Invoice Period (to which the reimbursement request is applicable).
(4) Grant Contract Number (assigned by the State).
(5) Grantor: Department of Mental Health and Substance Abuse Services, Division of Substance Abuse Services.
(6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
(7) Grantee Name.
(8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
(9) Grantee Remittance Address.
(10) Grantee Contact for Invoice Questions (name, phone, or fax).
(11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
ii. The amount reimbursed by Grant Budget line-item to date.
iii. The total amount reimbursed under the Grant Contract to date.
iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

(1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.

(2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.

(3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-item: Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit quarterly grant disbursement reports within thirty (30) days following September 30, December 31, March 31, and a final invoice and grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date and in form and substance acceptable to the State.

a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.

d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.

C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

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

a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

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

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Rebekah Provost-Emmons, MSW, Director
Office of Criminal Justice Services
Division of Substance Abuse Services
Department of Mental Health and Substance Abuse Services
Andrew Jackson Building, 5th Floor
500 Deaderick Street

Nashville, TN 37243
Email Address: Rebekah.Provost-Emmons@tn.gov
Telephone: (615) 532-1626
Mobile: (615) 924-2484

The Grantee:

Sheila Butt, Mayor
Maury County Government
41 Public Square
Columbia, TN 38401
Email: sbutt@maurycounty-tn.gov
Telephone: (931) 375-1001

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

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

D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This

provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

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

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

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

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

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

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

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

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law. The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee

shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

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

D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

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

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

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

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

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

D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

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

D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

D.26. **Reserved.**

D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.

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

D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, 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 Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

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

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

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

E.2. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq*., shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).

E.3. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract

E.4. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.

E.5. Transfer of Grantee's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

E.6. Americans with Disabilities Act. The Grantee must comply with the Americans with Disabilities Act (ADA) of 1990, as amended, including implementing regulations codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities," and any other laws or regulations governing the provision of services to persons with a disability, as applicable. For more information, please visit the ADA website: http://www.ada.gov.

E.7. Rule 2 Compliance. The State and the Grantee shall comply with obligations under Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and its accompanying regulations as codified at 42 C.F.R. §§ 2.1 *et seq*.

a. The Grantee warrants to the State that it is familiar with the requirements of Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and its accompanying regulations, and will comply with all applicable requirements in the course of this Grant Contract.

b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and its regulations, in the course of performance of the Grant Contract so that both parties will be in compliance with Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records.

c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and that are reasonably necessary to keep the State and the Grantee in compliance with Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records. This provision shall not apply if information received by the State under this Grant Contract is NOT “protected health information” as defined by Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, or if Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records permits the State to receive such information without entering into a business associate agreement or signing another such document.

E.8. Professional Practice. The Grantee shall assure that there is a code of conduct in place and applicable to all employees that covers, at minimum, business practices, clinical practices, and service recipient/staff interaction/fraternization. Further, Grantee’s personnel shall conduct their practice in conformity with all applicable statutes, rules and regulations, and recognized ethical standards of their profession. Procedures for reporting violations of the ethical standards shall be developed and communicated to staff upon hire and annually thereafter, which shall include a non-reprisal approach for persons reporting suspected violations, as well as a description of possible sanctions for violating the standards. Failure to implement a code of conduct in accordance with this section and to adequately address suspected violations of the code of conduct may be cause for termination of this Grant Contract.

E.9. Additional Subcontracting Requirements. If subcontracts are approved by the State, they shall contain, in addition to those sections identified in D.5., sections on "Licensure", "Environmental Tobacco Smoke", "Confidentiality of Records", "HIPAA Compliance", and "Rule 2 Compliance" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall be the prime contractor and shall be responsible for all work performed.

E.10. Title VI Compliance. Grantee shall comply with requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d-1, pursuant to the guidelines established by the Tennessee Human Rights Commission’s Title VI Compliance Office, by completing all of the following items:

a. Provide name and contact information of Grantee’s Title VI Coordinator to State.

b. Ensure Policies and Procedures Manual contains a Title VI section with information on: (a) Filing a complaint; (b) Investigations; (c) Report of findings; (d) Hearings and appeals; (e) Description of Title VI Training Program; (f) Limited English Proficiency (LEP) procedure; and (g) Retaliation.

c. Train all staff (regular, contract, volunteer) on Title VI upon employment and annually thereafter. Training documentation shall be made available upon request of State, and include: 1) dates and duration of each training; 2) list of staff completing training on each date.

d. Annually complete and submit a Title VI self-survey as supplied by State.

e. Implement a process and provide documentation to ensure service recipients are informed of Title VI and how to file a discrimination complaint.

Additional Title VI resources may be found at: https://www.tn.gov/behavioral-health/for-providers/training/crisis-services-and-suicide-prevention-training/title-vi-.html

E.11. Suspension of Payment.

a. The State may suspend payment under this Grant Contract on the following grounds:

i. Grantee's failure to comply with the terms of Section A of this Grant Contract.

ii. More than one instance, after written notice, of Grantee's failure to address reportable findings in a Monitoring Report issued by the State.

iii. Grantee's failure to comply with any terms of this Grant Contract, which the State determines is detrimental to the welfare or best interests of Grantee's service recipients.

b. The State will provide written notice to Grantee for the suspension of payments under this Grant Contract. The State may suspend payment pending resolution of an investigation or until Grantee corrects a finding of non-compliance with the terms of this Grant Contract. Suspension of payments shall not exceed two hundred and forty (240) days. Failure to comply with the terms of this Grant Contract or correct the State's finding of non-compliance within two hundred and forty (240) days entitles the State to exercise any right at law or in equity, including without limitation, termination of this Grant Contract.

E.12. kidcentraltn.com. If goods or services provided under this Grant Contract are appropriate for inclusion in the State services directory located at www.kidcentraltn.com ("Directory"):

a. The State shall designate a "Gatekeeper" to: 1) provide instruction on which goods or services should be included in the Directory; 2) invite Grantee to create one or more program profiles in the Directory; 3) review, approve and publish Grantee's profiles; and 4) monitor activity related to the profiles.

b. Grantee shall, under the guidance of the Gatekeeper, create one or more program profiles in the Directory (if Grantee has more than one service appropriate for the Directory, Gatekeeper will instruct which services to include) as appropriate. Grantee shall update any profiles it creates at least every six months and, in the event of any change in information, update the profile within ten (10) business days. If Grantee has a website, Grantee shall provide a link to www.kidcentraltn.com from the appropriate section of the website.

c. If Grantee develops print or electronic materials on behalf of the State, or uses State funds that are intended for general distribution to parents, families, children, or

professionals who work directly with children or families, Grantee must place the "kidcentral tn" logo on those materials. Covered materials include, by way of example only, brochures, posters, promotional postcards, mailers. The State reserves the right to instruct Grantee to apply the "kidcentral tn" logo or brand to any other materials, using templates provided by the State. The logo requirement does not apply to materials that have already been printed, designed or originating from the federal government, national organizations or other groups where Grantee serves as a pass-through of the materials. The "kidcentral tn" logo should not be applied to individualized correspondence or materials intended for a single family or professional and should not be applied to purely administrative materials (materials about rules, sanctions, regulations, enforcement).

E.13. License. State hereby grants to Grantee the non-exclusive, non-transferable license, privilege and authority to use the Property in connection with the project as approved, set out in this Contract at Section A all other rights being reserved to State for the Term of this contract as provided below.

a. Property. The "Property" licensed mark:

TN Department of Mental Health & Substance Abuse Services

TN Department of Mental Health & Substance Abuse Services

i. Exclusivity. None.

ii. Territory. Worldwide.

b. Term. Grantee shall begin to use the Property as set out in Contract Section A and shall cease upon termination of the Contract unless otherwise agreed to herein.

c. Use Limitations and Collateral Materials. The Property may be used on signs, promotional materials, marketing materials, Grantee's visitor website, and/or as otherwise set out in Contract at Section A. The License also includes the right to create and use promotional, advertising and packing material in connection with marketing of the services. In advertising and promoting with use of the Property, Grantee shall seek prior approval as set out in this Section. The Grantee does not have any rights to use the Property on any consumer products or merchandise rights.

d. Use of Signage and Other Materials. Upon expiration of this License, Grantee shall cease use of the Property on current materials. If this License is terminated earlier then contemplated by this Contract, Grantee and State shall negotiate in good faith the wind up of the License.

e. Sub-licensing. Sub-licensing is not allowed.

f. Approvals. All use of the Property shall require State's prior written approval. Failure to obtain approvals at all stages shall be cause for termination of Grantee's use of the Property, only, and not the remainder of the Contract unless failure to use the Property results in a material breach.

g. Intellectual Property Notices. The Property shall always be displayed with the "®" symbol and the following notice shall appear, where space permits, on all marketing or collateral materials bearing the Property:

is a registered trademark and is used under license to the Grantee.

h. Exclusive Property of State. The Property is and shall remain the exclusive property of State and all rights arising from the use of the Property, shall inure to State. Grantee acknowledges that it does not now have and in the future will not assert any right, title or interest of any kind or nature whatsoever in or to the Property nor will it change or contest any of State's rights therein.

i. Royalty Rate. This License shall be royalty free.

FOR THE PROVISION OF THE TENNESSEE MENTAL HEALTH COURT PROGRAM (TMHCP):

IN WITNESS WHEREOF,

MAURY COUNTY GOVERNMENT:

GRANTEE SIGNATURE **DATE**

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES:

MARIE WILLIAMS, COMMISSIONER **DATE**

GRANT BUDGET

Agency Name: Maury County Govt

Program Code Name: Recovery Courts - Adult Mental Health

The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN 11/1/2024 END: 6/30/2025

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1]	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes [2]	$55,664.00	$0.00	$55,664.00
4, 15	Professional Fee, Grant & Award [2]	$0.00	$0.00	$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications [2]	$13,700.00	$0.00	$13,700.00
11. 12	Travel, Conferences & Meetings [2]	$17,500.00	$0.00	$17,500.00
13	Interest [2]	$0.00	$0.00	$0.00
14	Insurance [2]	$0.00	$0.00	$0.00
16	Specific Assistance To Individuals [2]	$62,136.00	$0.00	$62,136.00
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 [2]	$0.00	$0.00	$0.00
24	In-Kind Expense [2]	$0.00	$0.00	$0.00
25	**GRAND TOTAL**	**$149,000.00**	**$0.00**	**$149,000.00**

[1] Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, *and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E) and CPO Policy 2013-007 (posted online at https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html).*

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

GRANT BUDGET LINE-ITEM DETAIL:

Agency Name:	Maury County Govt
Program Code Name:	Recovery Courts - Adult Mental Health
Begin Date:	11/1/2024
End Date:	6/30/2025

SALARIES, BENEFITS & TAXES	AMOUNT
Salaries	$43,664.00
Benefits and Taxes	$12,000.00
TOTAL	**$55,664.00**

SUPPLIES (includes "Sensitive Minor Equipment"), TELEPHONE, POSTAGE & SHIPPING, OCCUPANCY, EQUIPMENT RENTAL & MAINTENANCE, PRINTING & PUBLICATION	AMOUNT
Supplies Budget (1) MacBook Pro = $1,400 est. (2) Desktop Computer/Monitor = $1,300 est. (3) Office furniture: Desk (1) at $300 + Chairs (2) at $150 ea. + Storage Cabinet at $200 + Filing Cabinet at $250 + Table at $100 + Rug at $100 = $1,250 est. (4) Keyboard, Mouse, Docking station, & similar electronic supplies = $850 est. (5) Drug Screens Instant Tests and Lab Work: 200 Kits at $7.50 ea. + 10 Lab Tests at $150 ea. = $3,000 est. (6) Desk Scanner/Printer: $500 est. (6) Office Supplies: paper, pens, stapler, staples, paperclips, binders, labels, printer toner, etc. = $900 est.	$9,200.00
Telephone Budget (1) Cell Phone and Headphones = $1,000 est. (2) Monthly phone payment: $150 per month x 12 months = $1,800 est. (3) Screen Protector, Phone Case, Charging Cords, etc. = $500 est.	$3,300.00
Postage and Shipping (1) Book of stamps: $14.60 x 20 = $292 (2) Shipping costs for court documents w/ bigger envelope = $158 est.	$450.00
Printing and Publication (1) Printed Program Handbooks = $400 est. (2) Business Cards = $50 est. (3) Printed Rack Cards/Informational Literature = $300 est.	$750.00
TOTAL	**$13,700.00**

TRAVEL, CONFERENCES & MEETINGS	AMOUNT
Local Travel State Approved Mileage Reimbursement Rate: $0.655 per mile x approx. 3,000 miles per year = $1,965	$1,965.00
Training and Conferences Attended by Staff (1) TARCP Conference: Approx. 4 staff attending at $1,000 per staff = $4,000 est. (2) ALLRISE National Conference: Approx. 3 staff attending at $2,500 per staff = $7,500 est."	$11,500.00
Conferences and Training Provided by Agency (1) Food for trainings hosted by MHC and Stakeholder Meetings x 6 per year = $3,000 (2) Meeting Room Rental for MHC Graduations x 4 per year = $1,035	$4,035.00
TOTAL	**$17,500.00**

SPECIFIC ASSISTANCE TO INDIVIDUALS	AMOUNT
Specific Assistance to Individuals For individual client needs (i.e. utlities, rent assistance, medical assistance, cell phone cards, transportation, etc.)	$62,136.00
TOTAL	**$62,136.00**

County Attorney Daniel Murphy summarized the following resolution:

RESOLUTION NO. 09-24-40

RESOLUTION APPROVING MENTAL HEALTH COURT MANAGER JOB DESCRIPTION AND BUDGET AMENDMENT

WHEREAS, by Resolution No. 09-24-40, the Maury Commission approved a grant through the Tennessee Mental Health Court Program through the Tennessee Department of Mental Health and Substance Abuse Services for a Mental Health Court Manager in the amount of $149,000.00; and

WHEREAS, it is desirable to approve the attached Mental Health Court Manager job description, which is a grade 12 and amend the budget to include the grant funds and fund the position.

NOW, THEREFORE, BE IT RESOLVED by the Maury County Commission that attached job description of the Mental Health Court Manager position is approved as a grade 12.

BE IT FURTHER RESOLVED by the Maury County Commission that the General Fund Budget for the General Sessions Court Part I is amended as set forth on the attached budget amendment.

This the 16th of September 2024

_____

SHEILA K. BUTT
COUNTY MAYOR

A motion was made by Commissioner Green, seconded by Commissioner McCullen and on a roll call vote with 22 Commissioners present and voting “Aye”, the above resolution was adopted as presented.

2024-2025 Budget Amendment

Proposed By: Budget Office

Committee Approval: Admin

Budget Committee Approval:

Commission Approval:

Budget Amendment No.

Resolution No:

Balanced

Fund	Function	Object Code	Project	Cost Center	Description	Debit (Dr)	Credit (Cr)
101	46390			14051	Increase: Other Health and Welfare Grants - TN Mental Health Court Program	$ 149,000.00	
101	53300	162		14051	Increase: General Sessions Court - Clerical Personnel - TN Mental Health Court Program		$ 43,664.00
101	53300	201		14051	Increase: General Sessions Court - Social Security - TN Mental Health Court Program		$ 2,707.17
101	53300	204		14051	Increase: General Sessions Court - State Retirement - TN Mental Health Court Program		$ 3,340.30
101	53300	206		14051	Increase: General Sessions Court - Life Insurance - TN Mental Health Court Program		$ 54.60
101	53300	207		14051	Increase: General Sessions Court - Medical Insurance - TN Mental Health Court Program		$ 4,685.09
101	53300	208		14051	Increase: General Sessions Court - Dental Insurance - TN Mental Health Court Program		$ 551.71
101	53300	210		14051	Increase: General Sessions Court - Unemployment Compensation - TN Mental Health Court Program		$ 28.00
101	53300	212		14051	Increase: General Sessions Court - Employer Medicare - TN Mental Health Court Program		$ 633.13
101	53300	307		14051	Increase: General Sessions Court - Communication - TN Mental Health Court Program		$ 1,800.00
101	53300	348		14051	Increase: General Sessions Court - Postal Charges - TN Mental Health Court Program		$ 450.00
101	53300	349		14051	Increase: General Sessions Court - Printing, Stationery And Forms - TN Mental Health Court Program		$ 750.00
101	53300	355		14051	Increase: General Sessions Court - Travel and Meals - TN Mental Health Court Program		$ 13,365.00
101	53300	411		14051	Increase: General Sessions Court - Data Processing Supplies - TN Mental Health Court Program		$ 850.00
101	53300	413		14051	Increase: General Sessions Court - Drugs And Medical Supplies - TN Mental Health Court Program		$ 3,000.00
101	53300	435		14051	Increase: General Sessions Court - Office Supplies - TN Mental Health Court Program		$ 900.00
101	53300	499		14051	Increase: General Sessions Court - Other Supplies And Materials - TN Mental Health Court Program		$ 500.00
101	53300	524		14051	Increase: General Sessions Court - Training, In-Service, Staff Development - TN Mental Health Court Program		$ 3,100.00
101	53300	599		14051	Increase: General Sessions Court - Other Charges - TN Mental Health Court Program		$ 63,171.00
101	53300	708		14051	Increase: General Sessions Court - Communication Equipment - TN Mental Health Court Program		$ 1,000.00
101	53300	709		14051	Increase: General Sessions Court - Data Processing Equipment - TN Mental Health Court Program		$ 2,700.00
101	53300	711		14051	Increase: General Sessions Court - Furniture And Fixtures - TN Mental Health Court Program		$ 1,250.00
101	53300	719		14051	Increase: General Sessions Court - Office Equipment - TN Mental Health Court Program		$ 500.00
To Amend General Sessions Pt I Budget for FY25 TMHCP Grant							
						$ 149,000.00	$ 149,000.00

***To be filled out by the Finance Department**

Comments:

DATE:

Entry Month: September

8/27/2024

Entered by:

Approved by:

Prepared By: BB

Maury County
Job Description

Job Title: Mental Health Court Manager
Reports To: Judge
Supervises: None
FLSA Status: Non-exempt
Date Revised: May 17, 2023
Grade: 12

I. Purpose of Job

Under general supervision, coordinates activities between the Mental Health Court and participants in the Recovery Court Mental Health Program. Duties and responsibilities include supervising a caseload of adults to ensure the rules and court orders are followed, monitoring progress during probation, meeting with participants in their homes, performing crisis intervention, teaching life skills to participants, preparing recommendations and referrals, setting court dates, receiving payments, preparing reports, maintaining records, and other tasks as necessary and assigned.

II. Essential Job Duties

A. Candidate Assessment

- Uses the TNRAS and ASAM assessments to determine eligibility of candidates for program services.
- Prepares recommendations concerning participants appearing or reappearing in court; prepares and executes referrals to other agencies for services needed by the participants and occasionally their families.
- Oversees the facilitation of risk/need and substance abuse assessments commonly recommended for misdemeanor offenders including (but not limited to) Ohio Risk Assessment (ORAS), CEST, RANT, Mini Mental Health screens, and Addiction Severity Index (ASI).
- Ensures the completion of Client Evaluation of Self at Intake to measure progress of participants.
- Performs six-month reviews of all participants to monitor progress in abiding by rules of probation and court orders.

B. Individual Caseload Management

- Supervises a caseload of adults placed in the Recovery Court Mental Health Program to ensure adherence with rules of probation and orders of the court.
- Coordinates activities regarding participants with law enforcement officials as necessary.
- Ensures meetings are conducted with clients based upon their Risk/Needs level within the program.
- Ensures clients are aware of classes scheduled and notifies the Case Manager Supervisor when clients are in need of new classes.
- Provides guidance and counseling, support, and crisis intervention as needed.
- Communicates with participants and authorized family members as well as supervisors, treatment team, medial providers, community agencies, and other individuals as needed to coordinate treatment modalities and assess ongoing progress.

- Creates individualized treatment plans to address participants' needs.
- Interacts with family members of Recovery Court participants to obtain information, explain legal actions, status of program progression, sanctions, treatment recommendations, inpatient hospitalization, outside referrals to treatment facilities, etc.
- Attends court hearings to provide testimony regarding participants and offenders, make recommendations regarding the level of supervision, changes in status, revocation, etc. of misdemeanor offenders and partisans in their caseload, prepares and executes referrals to other community agencies for services needed by participants, acquire additional offenders as assigned by the Judge, etc.
- Maintains records on participant activities and inputs into CSS within three business days of meeting or communication with client.

C. General Recovery Court Coordination/Management

- Facilitates group meetings related to life skills, self-esteem, critical thinking, support groups, etc.
- Sets court dates and attends various courts as necessary; attends Recovery Court as scheduled and participates in the Review Team process before Recovery Court.
- Monitors drug screen results and ensures all positives are referred to the counselor or appropriate LADAC.
- Adds all positive drug screen results to the next court docket to be addressed by the treatment team as a treatment adjustment or sanction.
- Ensures client sanctions and incentives are fair and equitable; refers clients with excessive sanctions to appropriate clinicians.
- Plans, organizes, and directs operations and activities of the Recovery Courts Department; establishes various goals and objectives for the department. Enforces rules, regulations, policies, and procedures.
- Plans, develops, coordinates, implements, and evaluates a variety of Adult Recovery Court programs for individuals assigned to such programs by the courts, ensuring adherence to applicable federal, state, and local laws and regulations, and establishing policies, procedures and standards.
- Guarantees support and crisis intervention as needed, 24 hours a day, 7 days a week, for participants of the programs.
- Ensures the proper maintenance and updating of all participants' files and audits them to ensure compliance with existing regulations and standards.

D. Communication and Outreach

- Participates in community outreach activities with outside employers, employment agencies, service companies, and housing agencies to aid in finding work and living accommodations for participants in the Recovery Court Mental Health Program.
- Communicates with supervisor, employees, other departments, county officials, law enforcement personnel, judges, court officials, family members, lawyers, therapists, the public, outside agencies, and other individuals as needed regarding the participants' activities or to coordinate work activities, review status of work, exchange information, or resolve problems.
- Serves as liaison between County and local, state or federal agencies or programs involved with issues pertaining to recovery courts; confers with program or agency officials, attends meetings and provides input based on correction and public administration expertise, reviews literature and other information, and applies acquired knowledge and information to needs of department programs or projects.

E. Administrative Duties

- Create requests for proposals for new services, equipment, and supplies as needed for the efficient operation of the Recovery Court Department.
- Ensures proper receipt of payments for court costs, fines, and program fees when necessary, and assures the funds are properly deposited and accounted for.
- Oversees the purchasing process for the department and works with Finance on proper administration of payments for purchase orders, disbursements, and other financial activities.
- Prepares and submits annual budget proposals; administers budget, ensuring proper general ledger monitoring, and processing of accounts payable and receivable; reviews all contracts entered into by the department pertaining to community-based issues, and advises county officials based on correction and public administration expertise.
- Researches and writes grant proposals to fund current or new programs; may solicit assistance from other employees or departments to obtain available government funding for various programs and projects administered by or through the division; administers grant appropriations, maintaining records and an accounting and auditing system, preparing reports for submission as required by funding authorities; maintains files of grant sources and supporting data.
- Reviews, develops, and implements policies and procedures as necessary to improve department efficiency and ensures that established policies, procedures, and programs are planned and implemented in accordance with needs of the community relative to budgetary limitations, and according to directives of the state authorities.

F. Professional Development and Accountability

- Maintains an awareness of new trends and advances in the profession; reads professional journals and legislation.
- Maintains professional affiliations; attends association and professional meetings, workshops and training sessions as appropriate.
- Maintains confidentiality and ethics as a clinician; keeps confidentiality of client and staff as outlined in Best Practices.

III. Other Job Duties

Performs other job duties as assigned.

IV. Primary Job Challenges

The main challenges involve juggling a diverse set of tasks-from caseload management to administrative duties-in a high-pressure environment. Balancing authority and empathy while ensuring adherence to court orders, handling crisis intervention, and maintaining 24/7 availability for support poses a complex challenge. Additionally, staying updated on legal and professional knowledge and effectively communicating with various stakeholders are crucial hurdles. It's a multifaceted role demanding organizational skills, flexibility, and a nuanced approach to complex situations.

V. Equipment Operated

General office equipment including computers, copiers, printers, fax machines, and multiline telephone.

VI. Key Competencies Required

- **Job Content Knowledge:**
  Comprehensive, current knowledge of the laws & regulations pertaining to criminal behavior, addiction, and mental health. Thorough knowledge of NADCP best practices and evidence based best practices and regulations surrounding 42 CFR part 2 and HIPAA. Knowledge of substance abuse and mental health treatment. Thorough knowledge of Tennessee Code Annotated (TCA) and criminal state statutes governing probation, social service agencies, court procedures, and treatment facilities in the area.

- **Language Skills:**

  Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively before groups of customers or employees of organization.

- **Mathematical Skills:**

  Ability to add and subtract two digit numbers and to multiply and divide with 10's and 100's. Ability to perform these operations using units of money and weight measurement, volume, and distance.

- **Reasoning Ability:**

  Ability to apply common sense understanding to carry out multi-step instructions furnished in written, oral, or diagram form. Ability to deal with problems by choosing from several known choices with frequent reliance on how problems were dealt with before.

- **Teamwork:** Develops constructive and cooperative working relationships with others. Encourages others to express their ideas and opinions. Provides input into identifying and solving problems. Anticipates need of others for information about job tasks and work environment and provides it to them in a timely manner. Willingly assists others with job tasks when appropriate.

VII. Physical Demands and Work Environment

Physical Demands: Performance of the essential duties of this job requires the incumbent to:

- Occasionally stand or walk.
- Frequently sit.
- Regularly use hands to finger, handle, or feel.
- Occasionally reach with hands and arms.
- Regularly talk or hear.
- Occasionally lift up to 10 pounds.

Work Environment:

The work environment is primarily indoors in an office setting, but the incumbent is at times required to travel to other locations to perform duties and may be exposed to

weather conditions.

VIII. Qualifications

Education and Experience: The required knowledge, skill, and abilities to satisfactorily perform job duties are normally acquired through attainment of Bachelor's degree in Social Work, Psychology or closely related field supplemented by six months previous experience involving mental health, substance abuse, and/or criminal justice; or an equivalent combination of education and experience.

Prefer Licensed LADAC, LPC, LCSW, or similar therapy licensure and/or Master's degree in Social Work, Counseling or closely related field and five years previous experience.

Required Certifications/Licenses:
Must possess and maintain a valid Tennessee Driver's License.

County Attorney Daniel Murphy summarized the following resolution:

RESOLUTION NO. 09-24-41

RESOLUTION CREATING THE POSITION OF TEMPORARY BOE PAYROLL ACCOUNTANT POSITION FOR THE FINANCE DEPARTMENT

WHEREAS, an employee is resigning in the Finance Department and a temporary BOE Payroll Accountant position is needed to learn the position of the resigning employee; and

WHEREAS, there are funds in the budget to cover the cost of the temporary employee; and

WHEREAS, this temporary position may be filled upon passage of this resolution and will expire December 31, 2024.

NOW, THEREFORE, BE IT RESOLVED by the Maury County Legislative Body that the position of temporary BOE Payroll Accountant position is approved with the position being available upon passage of this resolution until December 31, 2024.

This the 16th day of September 2024.

_____
SHEILA K. BUTT
County Mayor

A motion was made by Commissioner Jeter, seconded by Commissioner Strahan and on a roll call vote with 22 Commissioners present and voting “Aye”, the above resolution was adopted as presented.

County Attorney Daniel Murphy summarized the following resolution:

RESOLUTION NO. 09-24-42

RESOLUTION ACCEPTING BROADBAND READY COMMUNITIES GRANT FOR THE MAURY COUNTY LIBRARY AND AMENDING THE BUDGET

WHEREAS, the Maury County Library was awarded the Broadband Ready Communities Grant in the amount of $100,000.00 with no matching funds being required; and

WHEREAS, the grant was to provide the library with technology, materials, furniture and services to better serve this community.

NOW, THEREFORE, BE IT RESOLVED by the Maury County Commission that the Maury County Library should accept the Broadband Ready Communities Grant attached as Exhibit A to this Resolution.

BE IT FURTHER RESOLVED by the Maury County Commission that the General Fund budget is amended to include these funds as follows:

INCREASE: 101-47409	ARP - Broadband Ready Communities Grant	$100,000.00
INCREASE: 101-58834-399	ARP - Broadband Ready Communities Grant – Other Contracted Services	$ 6,000.00
INCREASE: 101-58834-411	ARP - Broadband Ready Communities Grant - Data Processing Supplies	$ 5,255.00
INCREASE: 101-58834-432	ARP - Broadband Ready Communities Grant - Library Books/Media	$ 1,800.00
INCREASE: 101-58834-471	ARP - Broadband Ready Communities Grant - Software	$ 21,052.00
INCREASE: 101-58834-709	ARP - Broadband Ready Communities Grant - Data Processing Equipment	$ 41,500.00
INCREASE: 101-58834-719	ARP - Broadband Ready Communities Grant - Office Equipment	$ 24,393.00

This the 16th day of June 2024.

_____
SHEILA K. BUTT
County Mayor

A motion was made by Commissioner Grooms, seconded by Commissioner Previti and on a roll call vote with 22 Commissioners present and voting “Aye”, the above resolution was adopted as presented.

GOVERNMENTAL GRANT CONTRACT

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

Begin Date	End Date	Agency Tracking #	Edison ID
June 1, 2024	October 31, 2026	33023-48624	

Grantee Legal Entity Name	Edison Vendor ID
Maury, County of	2717

Subrecipient or Recipient		
☒ Subrecipient ☐ Recipient	**Assistance Listing Number:**	21.027
	Grantee's Fiscal Year End:	30-June

Service Caption (one line only)

Broadband Ready Communities – Adoption Ready Program – ARPA-SLFRF

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2024		$100,000.00			$100,000.00
TOTAL:		**$100,000.00**			**$100,000.00**

Grantee Selection Process Summary

☒ Competitive Selection	Grantees are selected based on the procedures outlined in the Delegated Grant Authority for this program.
☐ 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)

GC:4/15/2024

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

This grant contract ("Grant Contract"), by and between the State of Tennessee, **DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT,** hereinafter referred to as the "State" or the "Grantor State Agency" and **MAURY, COUNTY OF**, hereinafter referred to as the "Grantee," is for the provision of services relating to the TNECD Broadband Ready Communities – Adoption Ready Program, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 2717

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.

A.2. This Grant Contract is being executed in furtherance of the goals of the Broadband Ready Communities – Adoption Ready Program (the "Program") for the purpose of enhancing broadband access and adoption for those affected during the COVID-19 pandemic through planning, training opportunities, connected devices, and broadband-related educational or workforce development programming. As part of its application for funding under the Program, the Grantee has agreed to complete the activities selected below in this Section A.2 and further described in Attachment A (*Detailed Scope of Services*) (hereinafter, the "Project Activities").

☐ Digital Skills Training
☒ Education and Workforce Development
☐ Equipment / Devices
☐ Public Wi-Fi
☐ Other

A.3. Reserved.

A.4. Reserved.

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

A.6. Statement of Assurances. The Grantee agrees to comply with the Statement of Assurances, attached to this Grant Contract as Attachment C and incorporated herein by reference.

B. TERM OF GRANT CONTRACT:

B.1. This Grant Contract shall be effective for the period beginning on June 1, 2024 ("Effective Date") and ending on October 31, 2026, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

B.2. Federal Pre-award Authority. The Parties acknowledge that the State has the power to expend funds under this Grant Contract in accordance with applicable federal pre-award authority. Federal pre-award authority is a system under which recipients of federal grant money may incur certain project costs before the final approval of a federal grant and may retain eligibility for

subsequent reimbursement after grant approval. The payment obligations of this Grant Contract may be predicated wholly or in part on the State's exercise of federal pre-award authority. By accepting the terms of this Grant Contract, the Grantee acknowledges the following:

a. With regard to the Grantee's activities prior to the Effective Date of this Grant Contract, only those activities which meet all of the following requirements shall be considered for reimbursement:

(1) Activities that are reasonably related to the Scope of Services;
(2) Activities in whose absence the Scope of Services could not be completed or performed; and
(3) Activities that meet the relevant federal agency's requirements for reimbursement under federal pre-award authority.

b. The Grantee understands the federal pre-award authority system and its relation to this Grant Contract.

c. Pre-award authority is not a legal or implied commitment that the work contemplated in this Grant Contract will be approved for federal assistance or that a federal agency will obligate funds. Furthermore, it is not a legal or implied commitment that all items undertaken by the Grantee will the eligible for inclusion in a federally funded project.

d. It is the Grantee's responsibility to ensure its own compliance with the policies and requirements of the relevant federal agency with regard to the goods or services contemplated in this Grant Contract. The Grantee assumes all risk and is responsible for ensuring that all conditions are met to retain eligibility for federal reimbursement via grant.

e. To the extent that this Grant Contract is funded through federal pre-award authority, the State's obligations under Section C of this Grant Contract shall be void in the event that any of the following occur:

(1) the Grantee fails to comply with the grantor federal agency's policies and regulations;
(2) the relevant federal agency fails or refuses to finalize a grant; or
(3) the relevant federal agency refuses to reimburse specific expenses incurred under pre-award authority.

f. The start date of the State's federal pre-award authority is **March 3, 2021**.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed One Hundred Thousand Dollars and No Cents ($100,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment D, shall constitute the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the Term and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

ECD.Invoices@tn.gov

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

(1) Invoice/Reference Number (assigned by the Grantee).
(2) Invoice Date.
(3) Invoice Period (to which the reimbursement request is applicable).
(4) Grant Contract Number (assigned by the State).
(5) Grantor: Department of Economic and Community Development, Broadband Unit.
(6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
(7) Grantee Name.
(8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
(9) Grantee Remittance Address.
(10) Grantee Contact for Invoice Questions (name, phone, or fax).
(11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
ii. The amount reimbursed by Grant Budget line-item to date.
iii. The total amount reimbursed under the Grant Contract to date.
iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

(1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
(2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
(3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Grant Budget and Revisions to Grant Budget Line-Items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget.

a. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amounts. The net result of any changes to Grant Budget line-item amounts shall not result in funding for a line-item that was previously funded at zero dollars ($0.00) or increase the total Grant Contract amount detailed by the Grant Budget.

b. The Grantee may request in writing Grant Budget line-item revisions exceeding the limitation set forth in section C.6.a., above, giving full details supporting the Grantee's request, provided that such revisions do not result in funding for a line-item that was previously funded at zero dollars ($0.00) and do not increase the total Grant Contract amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are detailed. Any approval of a revision to a Grant Budget line-item greater than twenty percent (20%) shall be superseded by a subsequent revision of the Grant Budget by Grant Contract amendment.

c. Any increase in the total Grant Contract amount shall require a Grant Contract Amendment.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, 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 Grantee shall refund the difference to the State. The Grantee 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 Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

c. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.

d. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy 2013-007 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 Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

C.12. State's Right to Set Off. The State reserves the right to deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or any other contract between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

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

a. The Grantee shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (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 Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee

shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee 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 foregoing above, and in addition to the liability provisions of Section A.3. of this Grant Contract, the Grantee shall also be liable to the State for actual damages caused by any Breach Condition, and the State may seek all other remedies allowed at law or in equity for breach of this Grant Contract.

D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

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

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first-class mail, return receipt requested and postage prepaid, by overnight

courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Taylre Beaty, State Broadband Director
TNECD
Tennessee Tower, 27th Floor
312 Rosa L. Parks Ave.
Nashville, TN 37243
taylre.beaty@tn.gov
Telephone # (615) 571-4963

The Grantee:

Brooke Brady, Accountant
Maury, County of
1 Public Square
Columbia, TN, 38401-3300
bbrady@maurycounty-tn.gov
Telephone # 931-375-2305

With copies to:
Doug Lukonen
dlukonen@maurycounty-tn.gov

Sheila Butt
sbutt@maurycounty-tn.gov

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

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

D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.10. Nondiscrimination. The Grantee 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 Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. Reserved.

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

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN

AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

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

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

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

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

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

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

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law. The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

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

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

D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

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

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

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

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

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

D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any 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 Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

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

D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.

D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars ($5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55,

Chapters 1-6.

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

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

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

a. Description of the equipment or motor vehicles;
b. 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 Grantee's operations where the equipment or motor vehicles is used;
h. Condition of the property or disposition date if Grantee no longer has possession;
i. Depreciation method, if applicable; and
j. Monthly depreciation amount, if applicable.

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

subsequent investigation.

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

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

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

D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties, whether written or oral.

D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq*., addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, 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 Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

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

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

E.2. Federal Funding Accountability and Transparency Act (FFATA).

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

The Grantee shall comply with the following:

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

(1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:

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

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

(2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):

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

b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.

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

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

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

E.3. Conditional Award. The award of this grant is conditional based on the successful completion of the environmental review process. In accordance with 24 CFR Part 58, recipients, owners, developers, sponsors or any third-party partners cannot undertake any physical actions on a site, commit, expend, or enter into any legally binding agreements that constitute choice-limiting actions for any HUD or non-HUD funds before the environmental review process has been completed and, if required, the Grantee has received a Release of Funds from the State. Choice-limiting actions are defined by HUD as expenditure of funds or entrance into a legally binding agreement for property acquisition, demolition, movement, rehabilitation, conversion, repair, or construction. Any violation of this provision will result in the automatic denial of this funding request (or de-obligation of the CDBG funds, if already awarded).

The Grantee's failure to comply with the above requirements is a breach of this Grant Contract for which the State may terminate this Grant Contract for cause under Section D.4. above. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

IN WITNESS WHEREOF,

MAURY, COUNTY OF:

GRANTEE SIGNATURE	**DATE**
SHEILA BUTT, COUNTY MAYOR	
PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)	

STATE OF TENNESSEE, DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT:

STUART C. MCWHORTER, COMMISSIONER	**DATE**

ATTACHMENT A

PROJECT ACTIVITIES	
CATEGORY	*DETAIL*
Education and Workforce Development	The Grantee shall perform the following project activities: • Digital skills training, education, and workforce development to the general public; • Provision of low-cost or free digital equipment and/or devices; • Provision of low-cost internet plans and/or public wi-fi; and • Marketing and public outreach regarding all project activities detailed herein.

ATTACHMENT B

Federal Award Identification Worksheet	
Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM)	Maury, County of
Subrecipient's Unique Entity Identifier (SAM)	NFNQYUNV3LX9
Federal Award Identification Number (FAIN)	SLFRP5534
Federal award date	2/8/2022
Subaward Period of Performance Start and End Date	March 3, 2021 to October 31, 2026
Subaward Budget Period Start and End Date	March 3, 2021 to October 31, 2026
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	21.027
Grant contract's begin date	June 1, 2024
Grant contract's end date	October 31, 2026
Amount of federal funds obligated by this grant contract	$100,000.00
Total amount of federal funds obligated to the subrecipient	$600,000.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	$500,000,000.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	State and Local Fiscal Recovery Fund
Name of federal awarding agency	Department of Treasury
Name and contact information for the federal awarding official	Jacob Leibenluft, Chief Recovery Officer, Office of Recovery Programs SLFRF@treasury.gov (844) 529-9560 1144 20th St. NW Washington, D.C. 20559
Name of pass-through entity	Department of Economic and Community Development
Name and contact information for the pass-through entity awarding official	Taylre M. Beaty State Broadband Director Tennessee Tower, 27th Floor 312 Rosa L. Parks Ave. Nashville, TN 37276 taylre.beaty@tn.gov (615) 741-1921
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	10%

ATTACHMENT C

AMERICAN RESCUE PLAN GRANT
STATEMENT OF ASSURANCES

The applicant hereby assures and certifies that:

(a) Authority.

(1) It possesses legal authority to apply for the grant and to execute the proposed program.

(2) Its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the applicant's chief executive officer to act in connection with the application and to provide such additional information as may be required.

(b) Office of Management and Budget ("OMB") and Department of the Treasury.

(1) It will adhere to the principles and standards governing the application for, acceptance, and use of Federal funds under this document as set forth in the OMB Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards codified at 2 CFR Part 200.

(2) It will comply with all requirements imposed by the State concerning special requirements of law, program requirements, and other administration requirements, approved in accordance with the OMB Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

(3) It will comply with all requirements of the American Rescue Plan Act of 2021 including any guidance from the U.S. Department of the Treasury regarding the State and Local Fiscal Recovery Fund.

(c) Labor and Employment.

It will comply with:

(1) State laws and regulations regarding the administration and enforcement of labor standards including, but not limited to, the Tennessee Lawful Employment Act (See Tenn. Code Ann. § 50-1-707).

(2) The provisions of the Davis-Bacon Act (40 U.S.C. §§ 3141–3148) with respect to prevailing wage rates (except for projects under the prescribed threshold);

(3) Contract Work Hours and Safety Standards Act of 1962 (40 U.S.C. §§ 3701–3708) requiring that mechanics and laborers (including watchmen and guards) employed on Federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty in a work-week;

(4) Federal Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.*, requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week;

(5) Executive Order 11246, as amended by Executive Orders 11375, 11478, 12107 and 12086, and the regulations issued pursuant thereto (24 CFR § 1.4 and 41 CFR § 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts. Contractors and subcontractors of Federal and Federally assisted construction contracts shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship; and

(6) The non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR § 570.607, as revised by Executive Order 13279.

(d) Non-Discrimination.

It will comply with:

(1) Title VI of the Civil Rights Act of 1964, as amended (Pub. L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provisions of similar services or benefits;

(2) Other applicable civil rights laws, including the Americans with Disabilities Act of 1990.

(e) Conflicts and Kickbacks.

(1) It will establish safeguards to prohibit employees, consultants, and elected officials from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

(2) It will comply with the Copeland Anti-Kickback Act of 1934 (18 U.S.C. § 874), and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 3, which outlaws and prescribes penalties for "kickbacks" of wages in Federally financed or assisted construction activities.

(3) It will comply with the following provisions, which limit the political activity of employees: 18 U.S.C. §§ 594, 595, 598, 600, 601, 604, 605.

(f) Byrd Anti-Lobbying Amendment.

It will comply with Section 319 of Public Law 101-121 found in the Federal Register Vol. 54 No. 243.

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers, which exceed the dollar limits set forth in the Byrd amendment, (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(h) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

(1) If applicable and as required by 2 CFR 200.216, Grantee is prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. As described in Public Law 115-232, Section 889, “covered telecommunications equipment” is as follows;

(2) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(3) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(4) Telecommunications or video surveillance services provided by such entities or using such equipment.

(5) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(i) Miscellaneous.

(1) It will use its best efforts to afford small businesses, minority business enterprises, and women’s business enterprises the maximum practicable opportunity to participate in the performance of this contract.

(2) It will give the State, U.S. Department of the Treasury, and the Comptroller General, through any authorized representatives, access to and the right to examine all records, books, papers, or documents related to the grant.

(3) It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A117.1-1961, as modified (41 CFR Subt. C, Ch. 101, Subch. A, Pt. 101-8). The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.

(4) It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purposes constructed.

(5) It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms to the approved plans and specifications; that it will furnish progress reports and other such information as requested.

(6) It will comply with guidance from the U.S. Department of Treasury and other Federal entities with oversight of the programs including the guidance included in the "Coronavirus State and Local Fiscal Recovery Funds Guidance on Recipient Compliance and Reporting Responsibilities - https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf.

(7) It will assist TNECD with reporting required by the U.S. Department of Treasury or the Tennessee Department of Finance and Administration.

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

_____

Signature, Chief Executive Officer

_____

Name (typed or printed)

_____

Title

_____

Date

GRANT BUDGET

GRANT CONTRACT #:
GRANTEE: Maury, County of
GRANTEE CONTACT: Brooke Brady, bbrady@maurycounty-tn.gov
PROGRAM AREA: Broadband Ready Communities – Adoption Ready Program [ARP-SLRF]

The Grant Budget line-item amounts below shall be applicable only to expenses incurred during the following period:

BEGIN: June 1, 2024 **END: October 31, 2026**

EXPENSE OBJECT LINE-ITEM CATEGORY [1]	GRANT CONTRACT*	GRANTEE PARTICIPATION	TOTAL PROJECT
Construction	$0.00	$0.00	$0.00
Architect Fees / Engineering Fees	$0.00	$0.00	$0.00
Professional Fee, Grant, and Award [2]	$0.00	$0.00	$0.00
Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	$47,757.00	$0.00	$47,757.00
Grantee/Project Administration	$6,000.00	$0.00	$6,000.00
Capital Purchase [2]	$26,243.00	$0.00	$26,243.00
Other Non-Personnel [2]	$20,000.00	$0.00	$20,000.00
GRAND TOTAL	**$100,000.00**	$0.00	**$100,000.00**

[1] Each expense object line-item is defined by the *U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles* (posted on the Internet at: https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E) and CPO Policy 2013-007 (posted online at https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html).

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

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT, AND AWARD	AMOUNT
N/A	$0.00
TOTAL	$0.00

OTHER NON-PERSONNEL	AMOUNT
Costs associated with Workbay Software License	$20,000.00
TOTAL	$20,000.00

CAPITAL PURCHASE	AMOUNT
Capital purchase include costs associated with procurement of telemedicine kiosk, workbay software and full service printer.	$26,243.00
TOTAL	$26,243.00

County Attorney Daniel Murphy summarized the following resolution:

RESOLUTION NO. 09-24-43

RESOLUTION APPROVING THE AMENDMENT TO RULE 5.2a(3) and 5.2c(3) OF THE RULES FOR THE MAURY COUNTY COMMISSION

WHEREAS, rules governing the Maury County Commission meetings were originally adopted in April, 1970 and have been amended through the years; and

WHEREAS, by Resolution No. 06-23-47 a full revision was made to the Maury County Commission Rules and Regulations; and

WHEREAS, it is desirable to amend Rule 5.2a(3) to remove Maury County Schools as an entity reporting to the Administration Committee; and

WHEREAS, it is desirable to amend Rule 5.2c(3) to add Maury County Schools as an entity reporting to the Health and Environment Committee; and

WHEREAS, this rule addition will go into effect upon passage.

NOW, THEREFORE, BE IT RESOLVED by the Maury County Commission that Maury County Commission Rule 5.2a(3) should be amended to remove Maury County Schools as an entity reporting to the Administration Committee and Rule 5.2c(3) should be amended to add Maury County Schools as an entity reporting to the Health and Environment Committee.

BE IT FURTHER RESOLVED by the Maury County Commission that this rule change will go into effect upon passage.

This the 16th day of September 2024.

_____
SHEILA K. BUTT
County Mayor

A motion was made by Commissioner Barner, seconded by Commissioner Grodi and on a roll call vote with 22 Commissioners present and voting “Aye”, the above resolution was adopted as presented.

County Attorney Daniel Murphy summarized the following resolution:

RESOLUTION NO. 09-24-44

RESOLUTION APPROVING THE AMENDMENT TO RULE 3 AND AN ADDITION OF RULE 6.2 a AND b

WHEREAS, rules governing the Maury County Commission meetings were originally adopted in April, 1970 and have been amended through the years; and

WHEREAS, by Resolution No. 06-23-47 a full revision was made to the Maury County Commission Rules and Regulations; and

WHEREAS, it is desirable to amend Rule 3 of the Maury County Commission Rules to add a consent agenda item to the Order of Business for County Legislative meetings and to add a Rule 6.2a and b to the rules regarding the consent agenda process; and

WHEREAS, Rule 3 of the Maury County Rules should be amended to add the consent agenda items and renumber the remaining order of business as follows:

13. Consent Agenda
14. Removed from Consent Agenda
15. Unfinished business (resolutions)
16. New Business
17. Public Comment
18. Adjournment

WHEREAS, Rule 6.2a should be added to the Maury County Commission Rules as follows:

6.2a. Items of County business considered to be normal, or routine may be added to a Consent Agenda for any full or special called meeting of the Maury County Commission. Items can be added to the consent agenda by recommendation of the committee passing the item to the full County Commission meeting.

WHEREAS, Rule 6.2b should be added to the Maury County Commission Rules as follows:

6.2b. Items may be removed from the Consent Agenda at the request of a County Commissioner at the time of the approval of the agenda. An item should also be removed from the consent agenda if a member of the public requests to speak on an item contained in the consent agenda.

WHEREAS, this rule addition will go into effect upon passage.

NOW, THEREFORE, BE IT RESOLVED by the Maury County Commission that Maury County Commission Rule 3 should be amended to add the consent agenda items and renumber the remaining order of business as follows:

13. Consent Agenda
14. Removed from Consent Agenda
15. Unfinished business (resolutions)
16. New Business
17. Public Comment
18. Adjournment

BE IT FURTHER RESOLVED by the Maury County Commission that Rule 6.2a should be added to the Maury County Commission Rules as follows:

6.2a, Items of County business considered to be normal, or routine may be added to a Consent Agenda for any full or special called meeting of the Maury County Commission. Items can be added to the consent agenda by recommendation of the committee passing the item to the full Maury County Commission meeting.

BE IT FURTHER RESOLVED by the Maury County Commission that Rule 6.2b should be added to the Maury County Commission Rules as follows:

6.2b. Items may be removed from the Consent Agenda at the request of a County Commissioner at the time of the approval of the agenda. An item should also be removed from the consent agenda if a member of the public requests to speak on an item contained in the consent agenda

BE IT FURTHER RESOLVED by the Maury County Commission that this rule change will go into effect upon passage.

This the 16th day of September 2024.

_____
SHEILA K. BUTT
County Mayor

A motion was made by Commissioner Grodi, seconded by Commissioner Previti and on a roll call vote with 22 Commissioners present and voting as follows:

AYE: Talvin Barner, Jerry Bridenbaugh, Chad Brothers, Gwynne Evans, Connie Green, Danny Grooms, Kathey Grodi, Cindy Hestla, Patricia Hollinsworth, Pam Huffman, Ray Jeter, Kevin Markham, Carl McCullen, Aaron Miller, Kenny Morrow, Brandon Nutt, Eric Previti, Gary Stovall, Jerry Strahan, Scott Sumners, and Tommy Wolaver; TOTAL: 21

NO: Gabe Howard; TOTAL: 1

The above resolution was adopted as presented.

County Attorney Daniel Murphy summarized the following resolution:

RESOLUTION NO. 09-24-45

RESOLUTION APPROVING THE AMENDMENT TO RULE 5.1 h OF THE RULES FOR THE MAURY COUNTY COMMISSION

WHEREAS, rules governing the Maury County Commission meetings were originally adopted in April, 1970 and have been amended through the years; and

WHEREAS, by Resolution No. 06-23-47 a full revision was made to the Maury County Commission Rules and Regulations; and

WHEREAS, it is desirable to amend Rule 5.1h to change the time period for agendas to be published on the Maury County website from twenty-four (24) hours to forty-eight hours prior to the start of the Committee or Commission meeting; and

WHEREAS, this rule addition will go into effect upon passage.

NOW, THEREFORE, BE IT RESOLVED by the Maury County Commission that Maury County Commission Rule 5.1h should be deleted and a new 5.1h rule should be approved as follows:

> h. Committee agendas are to be published on the Maury County website forty-eight (48) hours prior to each Committee meeting.

BE IT FURTHER RESOLVED by the Maury County Commission that this rule change will go into effect upon passage.

This the 16th day of September 2024.

_____
SHEILA K. BUTT
County Mayor

A motion was made by Commissioner Jeter, seconded by Commissioner Grodi and on a roll call vote with 22 Commissioners present and voting “Aye”, the above resolution was adopted as presented.

County Attorney Daniel Murphy summarized the following resolution:

RESOLUTION NO. 09-24-46

RESOLUTION APPROVING THE BOND FOR THE NEWLY ELECTED CONSTABLE

WHEREAS, it is necessary to approve the bond for the newly elected county constable, Patrick Ryan.

NOW, THEREFORE, BE IT RESOLVED by the Maury County Legislative Body that the following bond for Patrick Ryan is approved.

NAME OF CONSTABLE	**DISTRICT**	**TERM OF OFFICE**	**AMOUNT OF BOND**
Patrick Ryan	7	09/01/2024 -08/31/2026	$10,000.00

This the 16th day of September 2024.

_____
SHEILA K. BUTT
County Mayor

ATTEST:

_____
JOE H. ALLEN
COUNTY CLERK

A motion was made by Commissioner Hestla, seconded by Commissioner Huffman and on a roll call vote with 22 Commissioners present and voting “Aye”, the above resolution was adopted as presented.

SURETY'S BOND NO. 67165366

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

KNOW ALL MEN BY THESE PRESENTS:

That Patrick Ryan
of Williamsport (City or Town), County of Maury
Tennessee, as Principal, and WESTERN SURETY COMPANY
as Surety, are held and firmly bound unto **THE STATE OF TENNESSEE** in the full amount of Ten Thousand and 00/100 Dollars ($ 10,000.00) lawful money of the United States of America for the full and prompt payment whereof we bind ourselves, our representatives, successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

WHEREAS, The said Principal was duly ____ elected X appointed to the office of Constable
of and for State of Tennessee County for the 4 year term beginning on the 1st day of September, 2024 and ending on the 1st day of September, 2028.

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

That if the said Patrick Ryan, Principal, shall:

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

WITNESS our hands and seals this 16th day of August, 2024.

WITNESS — ATTEST:

PRINCIPAL:

SURETY: WESTERN SURETY COMPANY

by: Larry Kasten, Vice President

COUNTERSIGNED BY:

NOT NEEDED
Tennessee Resident Agent

(Attach evidence of authority to execute bond)

ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF TENNESSEE
COUNTY OF ____

Before me, a Notary Public, of the State and County aforesaid, personally appeared ____, to me known (or proved to me on the basis of satisfactory evidence) to be the individual described in the foregoing bond as Principal, and who, upon oath acknowledged that such individual executed the foregoing bond as such individual's free act and deed.

WITNESS my hand and seal this ____ day of ____, ____.

My Commission Expires:

____, ____.

Notary Public

(over)

ACKNOWLEDGEMENT OF SURETY

STATE OF South Dakota
COUNTY OF Minnehaha

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

WITNESS my hand and seal this 16th day of August, 2024

My Commission Expires:
August 11, 2028

S. PETRIK
NOTARY PUBLIC
SOUTH DAKOTA
SEAL SEAL

S. Petrik
Notary Public

APPROVAL AND CERTIFICATION

SECTION I. (Applicable to all County Officials except County Executive/Mayor and Clerks of all Courts)

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

Signed:

_____
County Executive/Mayor

CERTIFICATION:

I, _____, County Clerk of _____ County, hereby certify that the foregoing bond was approved by the County Executive/Mayor of said county, on the _____ day of _____, _____.

Signed:

_____
County Clerk

SECTION II. (Applicable to County Executive/Mayor)

Bond and Sureties approved by _____, Judge of the General Sessions Court (First Division) of _____ County, on this _____ day of _____, _____.

Signed:

_____
Judge of the General Sessions Court (First Division)

CERTIFICATION:

I, _____, County Clerk of _____ County, hereby certify that the foregoing bond was approved by the Judge of the General Sessions Court (First Division) of said county, on the _____ day of _____, _____.

Signed:

_____
County Clerk

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

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

Signed:

_____

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

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

SECTION V. (Applicable to all County Officials Bonds)

ENDORSEMENT:

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

Signed:

_____
County Clerk

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

WESTERN SURETY COMPANY
101 S. Reid St., Ste. 300
Sioux Falls, SD 57103-7046
800-331-6053

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Larry Kasten of Sioux Falls, State of South Dakota, its regularly elected Vice President, as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Constable County of State of Tennessee

bond with bond number 67165366

for Patrick Ryan

as Principal in the penalty amount not to exceed: $ 10,000.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 16th day of August, 2024.

ATTEST

L. Bauder, Assistant Secretary

WESTERN SURETY COMPANY

By

Larry Kasten, Vice President

STATE OF SOUTH DAKOTA } ss
COUNTY OF MINNEHAHA }

On this 16th day of August, 2024, before me, a Notary Public, personally appeared Larry Kasten and L. Bauder who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.

S. GREEN
NOTARY PUBLIC
SOUTH DAKOTA

My Commission Expires February 12, 2027

Notary Public

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Form F9701

Western Surety Company

RIDER

To be attached to and form part of Bond No. 67165366

It is hereby mutually agreed and understood by and between Western Surety Company
and **Patrick Ryan**

that instead of as originally written; the bond is changed or revised in the particulars checked below:

☐ **Principal Name changed to:**

☐ **Principal Address changed to:**

☐ **Vehicle/Vessel/Hull Information changed to:**

☐ **Lost Instrument Information changed to:**

☐ **Identification Number changed to:**

☐ **Penalty Amount changed to:**

☐ **Additional or Event Location:**

☐ **Effective Date changed to:**

☒ **Expiration Date changed to: September 1, 2026**

☐ **The following bond information changed:**

But in no event shall Western Surety Company's total liability for all locations exceed the aggregate amount set forth in the bond, regardless of the number of years this bond remains in force, the number of claims made, or the number of renewal premiums payable or paid.
It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This Rider becomes effective on the 1st day of September, 2024.

Signed this 17th day of August, 2024.

WESTERN SURETY COMPANY

By: _____
Larry Kasten, Vice President

Form F9586

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Larry Kasten of Sioux Falls, State of South Dakota, its regularly elected Vice President, as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Constable

bond with bond number 67165366

for Patrick Ryan

as Principal in the penalty amount not to exceed: $10,000.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 17th day of August, 2024.

ATTEST

L. Bauder, Assistant Secretary

WESTERN SURETY COMPANY

By

Larry Kasten, Vice President

STATE OF SOUTH DAKOTA } ss
COUNTY OF MINNEHAHA }

On this 17th day of August, 2024, before me, a Notary Public, personally appeared Larry Kasten and L. Bauder who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.

S. GREEN
NOTARY PUBLIC
SOUTH DAKOTA
SEAL SEAL

Notary Public

My Commission Expires February 12, 2027

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Form F9701

County Attorney Daniel Murphy summarized the following resolution:

RESOLUTION NO. 09-24-47

RESOLUTION APPROVING AGREEMENT WITH THE ARCHITECT WORKSHOP FOR ARCHITECTURAL SERVICES FOR ADA CONSULTATION AND DESIGN SERVICES FOR VARIOUS COUNTY PROJECTS

WHEREAS, the Maury County Purchasing Agent requests the approval of the attached agreement with The Architect Workshop for architectural services for limited programming (scope definition), alterations, improvements, planning, repairs, and maintenance; including, but not limited to site visitation and investigation, analysis, ADA consultation and design services, specification development, cost estimating, and construction and/or repair observation for various County projects, as requested with compensation being on a $175.00 per hour basis.

NOW, THEREFORE, BE IT RESOLVED by the Maury County Commission that the attached agreement with The Architect Workshop for architectural services for limited programming (scope definition), alterations, improvements, planning, repairs, and maintenance; including, but not limited to site visitation and investigation, analysis, ADA consultation and design services, specification development, cost estimating, and construction and/or repair observation for various County projects is hereby approved.

This the 16th day of September 2024.

_____
SHEILA K. BUTT
County Mayor

A motion was made by Commissioner Strahan, seconded by Commissioner Grodi and on a roll call vote with 22 Commissioners present and voting as follows:

AYE: Talvin Barner, Jerry Bridenbaugh, Chad Brothers, Gwynne Evans, Connie Green, Danny Grooms, Kathey Grodi, Cindy Hestla, Patricia Hollinsworth, Gabe Howard, Pam Huffman, Ray Jeter, Kevin Markham, Carl McCullen, Aaron Miller, Kenny Morrow, Brandon Nutt, Eric Previti, Gary Stovall, Jerry Strahan, and Tommy Wolaver; TOTAL: 21

NO: Scott Sumners; TOTAL: 1

The above resolution was adopted as presented.

AGREEMENT

between

The Maury County Government and The Architect Workshop, PLLC

This Agreement, by and between the Maury County Government, hereinafter referred to as the COUNTY and The Architect Workshop, PLLC, hereinafter referred to as the ARCHITECT, is for architectural professional services, as further defined in the "SCOPE OF SERVICES", below.

The COUNTY and the ARCHITECT, having agreed to the conditions outlined in Articles A through D below; hereby enter into the following Agreement:

A. SCOPE OF SERVICES:

1. The ARCHITECT shall provide such professional advice and assistance as Maury County may request regarding limited programming (scope definition), alterations, improvements, planning, repairs, and maintenance; including, but not limited to site visitation and investigation, analysis, ADA consultation and design services, specification development, cost estimating, and construction and/or repair observation for various County projects, as requested. Any work done by the ARCHITECT shall be approved in writing by the County's representative prior to the start of the work.
2. For the purposes of this Agreement, the ARCHITECT's Principal is James Kennon, License #102311.
3. For the purposes of this Agreement, the COUNTY's representative is Pattie Farris

B. PAYMENT TERMS AND CONDITIONS'

1. For the Work performed under this Agreement, as defined in Section A, the ARCHITECT shall be compensated on a per hour basis and paid via monthly invoice.
2. This amount shall be the maximum amount for the work performed and the total compensation due the ARCHITECT for the Service and the ARCHITECT's obligations hereunder. The Agreement compensation includes, but is not limited to, applicable taxes, fees, site visitation and investigation, analysis, design, specification development, cost estimating, and overheads, profit, and other direct and indirect costs incurred or to be incurred, by the ARCHITECT, except as noted in this Agreement.
3. The ARCHITECT shall furnish a as required summary sheet of projects under this Agreement, identifying each project expenditure, the total expenditures to date, and the balance of funds remaining in this Agreement. The ARCHITECT's compensation for services is based on a multiple of Direct Personnel Expense (DPE), determined as follows
4. Time for individuals providing services under this Agreement shall be billed at the individual's typical or standard rate, in dollars per hour, calculated as set forth below and not to exceed one hundred seventy-five and no/100 dollars ($175.00) per hour.
    a. The typical or standard hourly rate for any employees (not principals or owners) of ARCHITECT shall not exceed a multiple of two and forty-five one hundredths (2.45) times the individual's DPE. The term "Direct Personnel Expense" means the actual cost of the individual to the company, which may not exceed one hundred thirty nine percent (139%) of the individual's base salary. "Direct Personnel Expense" includes the cost of the individual's base salary and of mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays and vacations, pensions, and similar benefits.
    b. The typical or standard hourly rate for any principals and owners of ARCHITECT shall not exceed the greater of (A) a multiple of two and forty-five one hundredths (2.45) times the individual's DPE or (B) the average of the highest typical or standard hourly rate charged by an employee under the employ of said principal or owner for services provided under this Agreement, and the maximum hourly rate permissible in Section 8.3 *above*.
5. Invoices to the ARCHITECT for surveys, tests, reports or other outside professional services for work authorized under this Agreement, shall be paid to the ARCHITECT with a fee, where the total payment

does not to exceed one and twenty one hundredths (1.20) times the amount invoiced to the ARCHITECT.

6. The COUNTY shall reimburse the ARCHITECT the actual verified cost of reproduction of drawings and specifications, computer services, renderings and models, and special supplies authorized by the COUNTY.

7. The ARCHITECT shall not be reimbursed for any traveling or living expenses in connection with this Agreement, unless approved in writing in advance by the COUNTY. If approved, compensation to the ARCHITECT for travel, meals, and/or lodging shall be direct cost multiple of one and twenty one hundredths (1.20) and mileage at the federal rate.

8. The Agreement Price and maximum liability of the COUNTY under this Agreement is firm for the duration of the Agreement and are not subject to escalation for any reason, unless amended.

9. The ARCHITECT shall submit invoices, in a form acceptable to the COUNTY with requested supporting documentation, prior to any reimbursement of allowable costs. Such invoices will be submitted monthly and shall include any reimbursement for travel expenses as defined under Paragraph 6 of this Section.

10. The Payment of an invoice by the COUNTY shall not prejudice the COUNTY's right to object to or to question any invoice or matter in relation thereto. Such payment by the COUNTY shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs invoiced therein. ARCHITECT's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the COUNTY, on the basis of audits conducted in accordance with the terms of this Agreement, not to constitute allowable costs. Any payment shall be reduced for over-payments or increased for under-payments on subsequent invoices.

C. TERM:

1. Term: This Agreement shall be effective for the period commencing on the date of full and complete execution of this Agreement and ending on June 30, 2025. The ARCHITECT hereby acknowledges and affirms that the COUNTY shall have no obligation for services rendered by the ARCHITECT which were not performed within this specified Agreement period.

2. Term Extension: The COUNTY reserves the right to extend this Agreement for an additional four (4) one year periods, , so long as the total term of this Agreement does not extend beyond Five (5) years. Beginning July 01, 2025 through June 30, 2026 and so forth.

3. In Process Work Term Extension: This Agreement shall be automatically extended for a period beginning at the end of the final term for the purpose of completing all work order activities associated with any authorized work initiated during the term of this Agreement.

D. STANDARD TERMS AND CONDITIONS:

1. The COUNTY is not bound by this Agreement until it is approved by the appropriate County officials as indicated on the signature page of this Agreement.

2. This Agreement may be modified only by a written amendment which has been executed and approved by the appropriate parties as indicated on the signature page of this Agreement, upon submission of a thirty (30) day written notice.

3. The COUNTY may terminate this Agreement by giving the ARCHITECT at least thirty (30) days written notice before the effective termination date. The ARCHITECT shall be entitled to receive compensation for the services in an amount which the County determines to be equitable compensation for any work which has been completed prior to the date of termination.

4. If the ARCHITECT fails to properly perform its obligations under this Agreement or violates any terms of this Agreement, the COUNTY shall have the right to immediately terminate this Agreement and withhold payments in excess of fair compensation for completed services. The ARCHITECT shall not be relieved

of liability to the COUNTY for damages sustained by virtue of any breach of this Agreement by the ARCHITECT.

5. The ARCHITECT shall not assign this Agreement or enter into a sub-Agreement for any of the services performed under this Agreement without obtaining the prior written approval of the COUNTY. If such sub- Agreements are approved by the COUNTY, they shall contain, at a minimum, Paragraphs D.6 and D.8 of this Agreement.

6. The ARCHITECT warrants that no part of the total Agreement Amount shall be paid directly or indirectly to an employee or official of the County as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, sub-Agreement, or consultant to the ARCHITECT in connection with any work contemplated or performed relative to this Agreement.

7. The ARCHITECT shall maintain documentation for charges against the COUNTY under this Agreement. The books, records, and documents of the ARCHITECT, insofar as they relate this Agreement, shall be maintained for a period of three (3) years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the County. The records shall be maintained in accordance with generally accepted accounting principles.

8. No person on the grounds of handicap, race, color, religion, sex, or national origin will be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement, or in the employment practices of the ARCHITECT.

9. The ARCHITECT shall maintain insurance coverage with the limits set forth below. ARCHITECT'S certificates of insurance, in a form acceptable to the COUNTY, shall be provided to the COUNTY before the date of this Agreement and thereafter upon written request. The certificate of insurance required by this paragraph shall contain a provision requiring notice of cancellation to the COUNTY.

Commercial General Liability	
Each Occurrence	$1,000,000
Aggregate	$1,000,000
Commercial Automobile Liability	
Any Auto - Each Accident, Combined Single Limit	$1,000,000
Workers' Compensation as required by statute, including employer's liability with limits of:	
Each Accident	$ 100,000
Disease, each employee	$ 100,000
Disease, policy limits	$ 500,000
Professional Liability Insurance	
Each Claim	$1,000,000
Annual Aggregate	$1,000,000

10. The ARCHITECT agrees to pay taxes incurred in performance of this Agreement.

11. The COUNTY shall have no liability except as specifically provided in this Agreement.

12. The ARCHITECT shall comply with applicable Federal and State laws and regulations in the performance of this Agreement.

13. The ARCHITECT shall perform their services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The ARCHITECT shall perform their services as expeditiously as is consistent with such

professional skill and care and the orderly progress of the approve scope of work.

14. This Agreement shall be governed by laws of the State of Tennessee.

the Architect WORKSHOP, pllc

for: Date:

James Kennon, Principal

The Maury County Government

for: Date:

Shelia K. Butt, County Mayor

Approved: Date:

Doug Lukonen, Finance Director

Approved: Date:

Pattie Farris, County Purchasing Agent

County Attorney Daniel Murphy summarized the following resolution:

RESOLUTION NO. 09-24-48

RESOLUTION AMENDING THE MAURY COUNTY GENERAL FUND BUDGET FOR A DONATION TO THE UNITED WAY OF MAURY COUNTY

WHEREAS, Maury County has received funds in the amount of $156,834.55 for victims of the May 8th storms in Maury County, Tennessee; and

WHEREAS, the Long Term Recovery Committee at the recommendation of FEMA, OEM, the Comptroller's office, and the Maury County Mayor desire those funds be given to United Way of Maury County Long Term Recovery Account for the delivery to those impacted by the May 8th storms; and

WHEREAS, United Way of Maury County has stated that 100% of the funds will go to those impacted by the May 8th storm and it will not charge administrative costs; and

WHEREAS, it is desirable to amend the Maury County General Fund budget and publish the donation in the local newspaper prior to passage by the full legislative body.

NOW, THEREFORE, BE IT RESOLVED by the Maury County Commission that the budget accounts for the Maury County United Way Long Term Recovery Account shall be amended as follows:

DECREASE: 101-34630	Committed for Public Health and Welfare	$156,834.55
INCREASE: 101-51900-52101	Other General Administration – Contributions – Donations to 5-8-24 Maury County Storm Victims	$156,834.55

This the 16th day of September 2024

_____
SHEILA K. BUTT
County Mayor

A motion was made by Commissioner Brothers, seconded by Commissioner Hestla and on a roll call vote with 22 Commissioners present and voting "Aye", the above resolution was adopted as presented.

County Attorney Daniel Murphy summarized the following resolution:

RESOLUTION NO. 09-24-49

RESOLUTION AMENDING THE BUDGET FOR THE ADMINISTRATIVE OFFICE OF THE COURTS SECURITY GRANT

WHEREAS, by Resolution NO. 01-24-27, Maury County accepted a grant to improve court security through the Administrative Office of the Courts (AOC); and

WHEREAS, the current year budget must be amended to include the AOC grant funds.

NOW, THEREFORE, BE IT RESOLVED, by the Maury County Commission that the General Fund Budget is amended as follows, if required:

INCREASE	101-46980-14400	Other State Grants- AOC Court Security Grant Program	$157,772.57
INCREASE	101-53300-707-14400	General Sessions Court- Building Improvements- AOC Court Security Grant Program	$146,272.57
INCREASE	101-53300-711-14400	General Sessions Court- Furniture and Fixtures- AOC Court Security Grant Program	$ 1,500.00
INCREASE	101-53300-790-14400	General Sessions Court- Other Equipment- AOC Court Security Grant Program	$ 10,000.00

This the 16th day of September 2024.

_____
SHEILA K. BUTT
County Mayor

A motion was made by Commissioner Grooms, seconded by Commissioner Grodi and on a roll call vote with 22 Commissioners present and voting “Aye”, the above resolution was adopted as presented.

County Attorney Daniel Murphy summarized the following resolution:

RESOLUTION NO. 09-24-50

A RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND PAYMENT OF GENERAL OBLIGATION REFUNDING BONDS, AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF DEBT SERVICE ON THE BONDS.

WHEREAS, Maury County, Tennessee (the "County") has outstanding its General Obligation Refunding and Improvement Bonds, Series 2015, dated June 1, 2015 (the "Outstanding Bonds"); and

WHEREAS, the Outstanding Bonds maturing April 1, 2026 and thereafter are subject to optional redemption on April 1, 2025; and

WHEREAS, the Outstanding Bonds can now be refinanced at a lower interest cost, thereby achieving debt service savings; and

WHEREAS, Section 9-21-101 et seq., Tennessee Code Annotated authorizes counties in Tennessee to issue refunding bonds to refund their previously issued bonds; and

WHEREAS, the Board of County Commissioners of the County has determined that in order to provide the funds necessary to accomplish said refunding, it is necessary to issue general obligation refunding bonds of the County; and

WHEREAS, the plan of said refunding has been submitted to the Director of Local Government Finance (the "State Director") as required by Section 9-21-903, Tennessee Code Annotated, and she has acknowledged receipt thereof to the County and submitted her report thereon to the County; and

WHEREAS, it is the intention of the Board of County Commissioners to adopt this resolution for the purpose of authorizing the issuance, sale and payment of general obligation refunding bonds for the purpose of refunding the Outstanding Bonds, and providing for the levy of a tax for the payment of debt service thereon.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Maury County, Tennessee, as follows:

Section 1. Authority. The bonds authorized by this resolution are issued pursuant to Sections 9-21-101, et seq., Tennessee Code Annotated, and other applicable provisions of law.

Section 2. Definitions. The following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

(a) "Bonds" means the General Obligation Refunding Bonds authorized herein;

(b) "Book-Entry Form" or "Book-Entry System" means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its nominee as Registered Owner, with the certificate of bonds being held by and "immobilized" in the custody of such Depository, and under which records maintained by persons, other than the County or the Registration Agent, constitute the written record that identifies, and records the transfer of, the beneficial "book-entry" interests in those bonds;

(c) "Code" shall mean the Internal Revenue Code of l986, as amended, and all regulations promulgated thereunder;

(d) "County" shall mean Maury County, Tennessee;

(e) "Depository" means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC;

(f) "DTC" means the Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns;

(g) "DTC Participant(s)" means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System;

(h) "Escrow Agent" means the escrow agent appointed by the County Mayor, or its successor;

(i) "Governing Body" means the Board of County Commissioners of the County;

(j) "Municipal Advisor" means Stephens Inc., Nashville, Tennessee;

(k) "Outstanding Bonds" shall have the meaning ascribed to it in the preamble hereto;

(l) “Refunded Bonds” means the maturities or portions of maturities of the Outstanding Bonds designated by the County Mayor pursuant to Section 8 hereof;

(m) "Refunding Escrow Agreement" shall mean the Refunding Escrow Agreement, dated as of the date of the Bonds, to be entered into by and between the County and the Escrow Agent, in the form of the document attached hereto and incorporated herein by this reference as Exhibit B, subject to such changes therein as shall be permitted by Section 11 hereof;

(o) "Registration Agent" means the registration and paying agent for the Bonds appointed by the County Mayor pursuant to Section 4 hereof; and

(p) "State Director" shall mean the Director of Local Government Finance for the State of Tennessee.

Section 3. Findings of the Governing Body; Compliance with Debt Management Policy. The Governing Body hereby finds that the issuance and sale of the Bonds, as proposed herein, is consistent with the County's Debt Management Policy. A schedule of estimated debt service, net savings and issuance costs has been provided to the Governing Body and is attached hereto as Exhibit A.

Section 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds to refund the Refunded Bonds and pay the costs incident to the issuance and sale of the Bonds, as more fully set forth in Section 9 hereof, there are hereby authorized to be issued bonds of the County in an aggregate principal amount sufficient to pay the principal of, interest on, and redemption premium (if any) on the Refunded Bonds and pay costs of issuance of the Bonds; provided however, the principal amount shall not exceed $33,500,000. The Bonds shall be issued in fully registered, book-entry only form, without coupons, shall be issued in one or more emissions, shall be known as "General Obligation Refunding Bonds" and shall have such series designation and dated date as shall be determined by the County Mayor pursuant to Section 8 hereof. The aggregate true interest rate on the Bonds shall not exceed the maximum interest rate permitted by applicable law at the time of the sale of the Bonds, or any emission thereof. Subject to the adjustments permitted pursuant to Section 8 hereof, interest on the Bonds shall be payable semi-annually on April 1 and October 1 in each year, commencing April 1, 2025. The Bonds shall be issued initially in $5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser, and shall mature, either serially or through mandatory redemption on April 1 of each year, with a final maturity not exceeding one year beyond the final maturity date of the Refunded Bonds.

(b) Subject to the adjustments permitted pursuant to Section 8 hereof, the Bonds shall not be subject to redemption at the option of the County prior to their stated maturities. If the County Mayor should adust the terms of the Bonds to allow for optional redemption, and if less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be selected by the Governing Body in its discretion. If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

(c) Pursuant to Section 8 hereof, the County Mayor is authorized to sell the Bonds, or any maturities thereof, as term bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the County Mayor. In the event any or all the Bonds are sold as term bonds, the County shall redeem term bonds on redemption dates corresponding to the maturity dates set forth herein, in aggregate principal amounts equal to the maturity amounts established pursuant to Section 8 hereof for each redemption date, as such maturity amounts may be adjusted pursuant to Section 8 hereof, at a price of par plus accrued interest thereon to the date of redemption. The

term bonds to be redeemed within a single maturity shall be selected in the manner described in subsection (b) above.

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such mandatory redemption date, the County may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the County on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The County shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

(d) Notice of call for redemption, whether optional or mandatory, shall be given by the Registration Agent on behalf of the County not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the County pursuant to written instructions from an authorized representative of the County (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. In the case of a Conditional Redemption, the failure of the County to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

(e) The County Mayor is hereby authorized and directed to appoint the Registration Agent for the Bonds and the Registration Agent so appointed is authorized and directed to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as

provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the County at least annually a certificate of destruction with respect to Bonds canceled and destroyed, and to furnish the County at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. The County Mayor is hereby authorized to execute and the County Clerk is hereby authorized to attest such written agreement between the County and the Registration Agent as they shall deem necessary and proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

(f) The Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds by check or draft on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the County in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each. In the event the Bonds are no longer registered in the name of DTC, or a successor Depository, if requested by the Owner of at least $1,000,000 in aggregate principal amount of the Bonds, payment of interest on such Bonds shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.

(g) Any interest on any Bond that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the County to the persons in whose names the Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the County shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the County shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which Date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered owners. The Registration Agent shall promptly notify the County of such Special Record Date and, in the name and at the expense of the County, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each registered owner at the address thereof as it appears in the Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the

failure of the County to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Bonds when due.

(h) The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in $5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the publication of notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the County to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.

(i) The Bonds shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf, of the County with the manual or facsimile signature of the County Mayor and with the official seal, or a facsimile thereof, of the County impressed or imprinted thereon and attested by the manual or facsimile signature of the County Clerk.

(j) Except as otherwise provided in this resolution, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds. References in this Section to a Bond or the Bonds shall be construed to mean the Bond or the Bonds that are held under the Book-Entry System. One Bond for each maturity shall be issued to DTC and immobilized in its custody. A Book-Entry System shall be employed, evidencing ownership of the Bonds in authorized denominations, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds. Transfers of ownership interests in the Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, THE REGISTRATION AGENT SHALL TREAT CEDE & CO., AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND

REQUESTING OR DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.

Payments of principal, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid by the Registration Agent directly to DTC or its nominee, Cede & Co. as provided in the Letter of Representation relating to the Bonds from the County and the Registration Agent to DTC (the "Letter of Representation"). DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The County and the Registration Agent shall not be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the County determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, the County shall discontinue the Book-Entry System with DTC. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner. If the purchaser of the Bonds, or any emission thereof, does not intend to reoffer the Bonds to the public, then the County Mayor and the purchaser may agree that the Bonds be issued in the form of fully-registered certificated Bonds and not utilize the Book-Entry System.

THE COUNTY AND THE REGISTRATION AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY DTC PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS, (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC, OR ITS NOMINEE, CEDE & CO., AS OWNER.

(k) The Registration Agent is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC (or any of its designees identified to the Registration Agent) by overnight delivery, courier service, telegram, telecopy or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the owners of the Bonds, provided, however, that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this section.

(l) The Registration Agent is hereby authorized to authenticate and deliver the Bonds to the original purchaser, upon receipt by the County of the proceeds of the sale thereof and to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the Bond(s) to be transferred in proper form with proper documentation as hereinabove described. The Bonds shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Bond form.

(m) In case any Bond shall become mutilated, or be lost, stolen, or destroyed, the County, in its discretion, shall issue, and the Registration Agent, upon written direction from the County, shall authenticate and deliver, a new Bond of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Bond, or in lieu of and in substitution for such lost, stolen or destroyed Bond, or if any such Bond shall have matured or shall be about to mature, instead of issuing a substituted Bond the County may pay or authorize payment of such Bond without surrender thereof. In every case the applicant shall furnish evidence satisfactory to the County and the Registration Agent of the destruction, theft or loss of such Bond, and indemnity satisfactory to the County and the Registration Agent; and the County may charge the applicant for the issue of such new Bond an amount sufficient to reimburse the County for the expense incurred by it in the issue thereof.

Section 5. Source of Payment. The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County. For the prompt payment of the debt service on the Bonds, the full faith and credit of the County are hereby irrevocably pledged.

Section 6. Form of Bonds. The Bonds shall be in substantially the following form, the omissions to be appropriately completed when the Bonds are prepared and delivered:

(Form of Face of Bond)

REGISTERED REGISTERED
Number _____ $_____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTY OF MAURY
GENERAL OBLIGATION REFUNDING BOND, SERIES ____

Interest Rate: Maturity Date: Date of Bond: CUSIP No.:

Registered Owner: CEDE & CO.

Principal Amount:

FOR VALUE RECEIVED, Maury County, Tennessee (the "County") hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate of interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on [April 1, 2025], and semi-annually thereafter on the first day of April and October in each year until this Bond matures or is redeemed. Both principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the principal corporate trust office of _____ _____, as registration agent and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date directly to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said Bond registration records, without, except for final payment, the presentation or surrender

of this Bond, and all such payments shall discharge the obligations of the County to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of [and premium, if any, on] this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds of the series of which this Bond is one. One Bond for each maturity of the Bonds shall be issued to DTC and immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in $5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the County and the Registration Agent shall treat Cede & Co., as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal of, [premium, if any,] and interest on the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal and interest [and redemption premium, if any,] with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the County nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the County determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the County may discontinue the book-entry system with DTC. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner. Neither the County nor the Registration Agent shall have any responsibility or obligations to any DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy of any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners, (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

[Bonds of the issue of which this Bond is one maturing _____ through _____, inclusive, shall mature without option of prior redemption, and Bonds maturing _____ and thereafter shall be subject to redemption prior to maturity at the option of the County on _____ and thereafter, as a whole or in part, at any time, at the redemption price of par plus interest accrued to the redemption date.]

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Board of County Commissioners of the County, in its discretion. If less than all the

principal amount of the Bonds of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the amount of the interest of each DTC Participant in the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

[Subject to the credit hereinafter provided, the County shall redeem Bonds maturing _____ on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the series of Bonds of which this Bond is one, or such Person as shall then be serving as the securities depository for the Bonds, shall determine the interest of each Participant in the Bonds to be redeemed using its procedures generally in use at that time. If DTC, or another securities depository is no longer serving as securities depository for the Bonds, the Bonds to be redeemed within a maturity shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall select. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

Final Maturity	Redemption Date	Principal Amount of Bonds Redeemed

*Final Maturity

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such redemption date, the County may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the County on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The County shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such

payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.]

Notice of call for redemption[, whether optional or mandatory,] shall be given by the Registration Agent not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption. From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth in the Resolution, as hereafter defined.] In the case of a Conditional Redemption, the failure of the County to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the principal corporate trust office of the Registration Agent set forth on the front side hereof, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond[, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the County to call such Bond for redemption].

This Bond is one of a total authorized issue aggregating $_____ and issued by the County for the purpose of providing funds to refund the County's outstanding General Obligation Refunding and Public Improvement Bonds, Series 2015, dated June 1, 2015, maturing _____, under and in full compliance with the constitution and statutes of the State of Tennessee, including Sections 9-21-101, et seq., Tennessee Code Annotated, and pursuant to a resolution duly adopted by the Board of County Commissioners of the County on _____, 2024 (the "Resolution").

This Bond is payable from unlimited ad valorem taxes to be levied on all taxable properly located within the County. For the prompt payment of principal of and interest on this Bond, the full faith and

credit of the County are irrevocably pledged. For a more complete statement of the general covenants and provisions pursuant to which this Bond is issued, reference is hereby made to said Resolution.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee, and (b) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in the Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the County, does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the County has caused this Bond to be signed by its County Mayor and attested by its County Clerk under the corporate seal of the County, all as of the date hereinabove set forth.

MAURY COUNTY

BY:_____
County Mayor

(SEAL)

ATTESTED:

_____
County Clerk

Transferable and payable at the
principal corporate trust office of: _____
_____

Date of Registration: _____

This Bond is one of the issue of Bonds issued pursuant to the Resolution hereinabove described.

_____
Registration Agent

By:_____
Authorized Officer

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto _____, whose address is _____ (Please insert Federal Identification or Social Security Number of Assignee _____), the within Bond of Maury County, Tennessee, and does hereby irrevocably constitute and appoint _____, attorney, to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

Dated: _____

_____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature guaranteed:

_____

NOTICE: Signature(s) must be guaranteed by a member firm of a Medallion Program acceptable to the Registration Agent.

Section 7. Pledge of Net Revenues and Levy of Tax. The County, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the County, in addition to all other taxes authorized by law, sufficient to pay principal of, premium, if any, and interest on the Bonds when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay principal and interest coming due on the Bonds in said year. Principal and interest falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the County and reimbursement therefor shall be made out of the taxes hereby provided to be levied when the same shall have been collected. The tax herein provided may be reduced to the extent of any appropriations from other funds, taxes and revenues of the County to the payment of debt service on the Bonds.

Section 8. Sale of Bonds.

(a) The Bonds shall be offered for competitive public sale, in one or more emissions, at a price of not less than ninety-nine percent (99%) of par, plus accrued interest, as a whole or in part from time to time as shall be determined by the County Mayor, in consultation with the Municipal Advisor.

(b) If the Bonds are sold in more than one emission, the County Mayor is authorized to establish the principal amount of such emission, so long as the total aggregate principal amount of all emissions issued does not exceed the maximum par amount set forth herein.

(c) The County Mayor, in consultation with the Municipal Advisor, is further authorized with respect to each series of Bonds to:

(1) change the dated date of the Bonds or any emission thereof, to a date other than the date of issuance of the Bonds;

(2) change the designation of the Bonds, or any emission thereof, to a designation other than "General Obligation Refunding Bonds" and to specify the series designation of the Bonds, or any emission thereof;

(3) change the first interest payment date on the Bonds or any emission thereof to a date other than April 1, 2025, provided that such date is not later than twelve months from the dated date of such emission of Bonds;

(4) adjust the principal and interest payment dates and the maturity amounts of the Bonds, or any emission thereof, provided that (A) the total principal amount of all emissions of the Bonds does not exceed the total amount of Bonds authorized herein; and (B) the final maturity date of each emission is not more than one year beyond the final maturity date of the Refunded Bonds being refunded by such emission;

(5) cause the Bonds to be subject to optional redemption and establishing the redemption price, provided that any redemption premium required to be paid on Bonds does not exceed two percent (2%) of the principal amount thereof; and

(6) sell the Bonds, or any emission thereof, or any maturities thereof as Term Bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as otherwise determined by the County Mayor, as he shall deem most advantageous to the County; and

(7) to refund fewer than all the Outstanding Bonds as the County Mayor shall deem advantageous to the County in meeting the County's debt service savings objectives; and

(8) to determine an amount of lawfully available County funds, if any, to be applied to the payment of the principal of and accrued interest of the Refunded Bonds.

(d) The County Mayor is authorized to sell the Bonds, or any emission thereof, simultaneously with any other bonds or notes authorized by resolution or resolutions of the Governing Body. The County Mayor is further authorized to sell the Bonds, or any emission thereof, as a single issue of bonds with any other bonds with substantially similar terms authorized by resolution or resolutions of the Governing Body, in one or more emissions or series as he shall deem to be advantageous to the County and in doing so, the County Mayor is authorized to change the designation of the Bonds to a designation other than "General Obligation Refunding Bonds"; provided, however, that the total aggregate principal amount of combined bonds to be sold does not exceed the total aggregate principal amount of Bonds authorized by this resolution or bonds authorized by any other resolution or resolutions adopted by the Governing Body.

(e) The County Mayor is authorized to award the Bonds, or any emission thereof, in each case to the bidder whose bid results in the lowest true interest cost to the County, provided the rate or rates on the Bonds does not exceed the maximum rate permitted by applicable Tennessee law at the time of the issuance of the Bonds or any emission thereof. The award of the Bonds by the County Mayor to the lowest bidder shall be binding on the County, and no further action of the Governing Body with respect thereto shall be required. The form of the Bond set forth in Section 6 hereof, shall be conformed to reflect any changes made pursuant to this Section 8 hereof.

(f) The County Mayor and County Clerk are authorized to cause the Bonds, in book-entry form (except as otherwise permitted herein), to be authenticated and delivered by the Registration Agent to the successful bidder and to execute, publish, and deliver all certificates and documents as they shall deem necessary in connection with the sale and delivery of the Bonds. The County Mayor is hereby authorized to enter into a contract with the Municipal Advisor, for municipal advisory services in connection with the sale of the Bonds and to enter into a contract with Bass, Berry & Sims PLC to serve as bond counsel in connection with the Bonds.

Section 9. Disposition of Bond Proceeds. The proceeds of the Bonds shall be applied by the County as follows:

(a) an amount, which together with legally available funds of the County, if any, and investment earnings thereon, will be sufficient to pay principal of, premium, if any, and interest on the Refunded Bonds until and through the redemption date therefor shall be transferred to the Escrow Agent under the Refunding Escrow Agreement to be deposited to the Escrow Fund established thereunder to be held and applied as provided therein or, at the option of the County Mayor, any proceeds used to retire any portion of the Refunded Bonds within a period of thirty (30) days following delivery of the Bonds may be transferred to the Paying Agent of such Refunded Bonds; and

(b) the remainder of the proceeds of the sale of the Bonds shall be used to pay the costs of issuance of the Bonds, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, bond insurance premium, if any, administrative and clerical costs, rating agency fees, Registration Agent fees, and other miscellaneous expenses incurred in connection with the issuance and sale of the Bonds.

(c) In accordance with state law, the various department heads responsible for the fund or funds receiving and disbursing funds are hereby authorized to amend the budget of the proper fund or funds for the receipt of proceeds from the issuance of the obligations authorized by this resolution including bond and note proceeds, accrued interest, reoffering premium and other receipts from this transaction. The department heads responsible for the fund or funds are further authorized to amend the proper budgets to reflect the appropriations and expenditures of the receipts authorized by this resolution.

Section 10. Official Statement. The County Mayor, the Director of Accounts and Budgets (the "Director") and the County Clerk, or any of them, are hereby authorized and directed to provide for the preparation and distribution, which may include electronic distribution, of a Preliminary Official Statement describing the Bonds. After bids have been received and the Bonds have been awarded, the County Mayor, the Director, and the County Clerk, or any of them, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The County Mayor, the Director, and the County Clerk, or any of them, shall arrange for the delivery to the successful bidder on the Bonds of a reasonable number of copies of the Official Statement within seven business days after the Bonds have been awarded for delivery, by the successful bidder on the Bonds, to each potential investor requesting a copy of the Official Statement and to each person to whom such bidder and members of his bidding group initially sell the Bonds.

The County Mayor, the Director, and the County Clerk, or any of them, are authorized, on behalf of the County, to deem the Preliminary Official Statement and the Official Statement in final form, each to be final as of its date within the meaning of Rule 15c2-12(b)(1), except for the omission in the Preliminary Official Statement of certain pricing and other information allowed to be omitted pursuant to such Rule 15c2-12(b)(1). The distribution of the Preliminary Official Statement and the Official

Statement in final form shall be conclusive evidence that each has been deemed in final form as of its date by the County except for the omission in the Preliminary Official Statement of such pricing and other information.

Notwithstanding the foregoing, no Official Statement is required to be prepared if the Bonds, or any emission thereof, are purchased by a purchaser that certifies that such purchaser intends to hold the Bonds, or any emission thereof, for its own account and has no present intention to reoffer the Bonds, or any emission thereof.

Section 11. Refunding Escrow Agreement. For the purpose of providing for the payment of the principal of, premium, if any, and interest on the Refunded Bonds, the County Mayor is hereby authorized and directed to execute and the County Clerk to attest on behalf of the County the Refunding Escrow Agreement with the Escrow Agent and to deposit with the Escrow Agent the amounts to be used by the Escrow Agent to purchase Government Securities as provided therein; provided, however, that the yield on such investments shall be determined in such manner that none of the Bonds will be an "arbitrage bond" within the meaning of Section 148 (a) of the Code. The form of the Refunding Escrow Agreement presented to this meeting and attached hereto as Exhibit B is hereby in all respects approved and the County Mayor and the County Clerk are hereby authorized and directed to execute and deliver same on behalf of the County in substantially the form thereof presented to this meeting, or with such changes as may be approved by the County Mayor and County Clerk, their execution thereof to constitute conclusive evidence of their approval of all such changes. The Escrow Agent is hereby authorized and directed to hold and administer all funds deposited in trust for the payment when due of principal of and interest on the Refunded Bonds and to exercise such duties as set forth in the Refunding Escrow Agreement.

Section 12. Notice of Refunding. Prior to the issuance of the Bonds, or any emission thereof, if required, notice of the County's intention to refund the Refunded Bonds, shall be given by the registration agent for the Refunded Bonds to be mailed by first-class mail, postage prepaid, to the registered holders thereof, as of the date of the notice, as shown on the bond registration records maintained by such registration agent of said Refunded Bonds. Such notice shall be in the form consistent with applicable law. The County Mayor and the County Clerk, or either of them, is hereby authorized and directed to authorize the registration agent of said Refunded Bonds to give such notice on behalf of the County in accordance with this Section.

Section 13. Federal Tax Matters.

(a) The Bonds will be issued as federally tax-exempt bonds. The County hereby covenants that it will not use, or permit the use of, any proceeds of the Bonds in a manner that would cause the Bonds to be subjected to treatment under Section 148 of the Code, and applicable regulations thereunder, as an "arbitrage bond". To that end, the County shall comply with applicable regulations adopted under said Section 148. The County further covenants with the registered owners from time to time of the Bonds that it will, throughout the term of the Bonds and through the date that the final rebate, if any, must be made to the United States in accordance with Section 148 of the Code, comply with the provisions of Sections 103 and 141 through 150 of the Code and all regulations proposed and promulgated thereunder that must be satisfied in order that interest on the Bonds shall be and continue to be excluded from gross income for federal income tax purposes under Section 103 of the Code.

(b) The Governing Body hereby delegates to the County Mayor the authority to designate, and determine whether to designate, the Bonds as "qualified tax-exempt obligations," as defined in Section 265 of the Code, to the extent the Bonds are not deemed designated as such and may be designated as such.

(c) The appropriate officers of the County are authorized and directed, on behalf of the County, to execute and deliver all such certificates and documents that may be required of the County in order to comply with the provisions of this Section related to the issuance of the Bonds.

(d) Following the issuance of the Bonds, the Director is directed to administer the County's Federal Tax Compliance Policies and Procedures with respect to the Bonds.

Section 14. Discharge and Satisfaction of Bonds. If the County shall pay and discharge the indebtedness evidenced by any of the Bonds in any one or more of the following ways, to wit:

(a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of and interest on such Bonds as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers ("an Agent"; which Agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Federal Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Bonds and to pay interest thereon when due until the maturity or redemption date (provided, if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice);

(c) By delivering such Bonds to the Registration Agent, for cancellation by it;

and if the County shall also pay or cause to be paid all other sums payable hereunder by the County with respect to such Bonds, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Agent to pay amounts when and as required to the Registration Agent for the payment of principal of and interest on such Bonds when due, then and in that case the indebtedness evidenced by such Bonds shall be discharged and satisfied and all covenants, agreements and obligations of the County to the holders of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the County shall pay and discharge the indebtedness evidenced by any of the Bonds in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Federal Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Federal Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Federal Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and interest on said Bonds; provided that any cash received from such principal or interest payments on such Federal Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the County as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Federal Obligations maturing at times and in amounts sufficient to pay when due the principal and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the County, as received by the Registration Agent. For the purposes of this Section, Federal Obligations shall mean direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, which bonds or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

Section 15. Continuing Disclosure. The County hereby covenants and agrees that it will provide annual financial information and material event notices as required by Rule 15c2-12 of the Securities Exchange Commission for the Bonds. The County Mayor is authorized to execute at the Closing of the sale of the Bonds, an agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and material event notices to be provided and its obligations

relating thereto. Failure of the County to comply with the undertaking herein described and to be detailed in said closing agreement, shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the County to comply with their undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

Section 16. Resolution a Contract. The provisions of this resolution shall constitute a contract between the County and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.

Section 17. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section 18. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof, in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

Adopted and approved this __ day of _____, 2024.

_____
County Mayor

Attested:

_____
County Clerk

EXHIBIT A

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
01/03/2025	-	-	-	-	-
04/01/2025	135,000.00	5.000%	408,894.44	543,894.44	-
06/30/2025	-	-	-	-	543,894.44
10/01/2025	-	-	833,000.00	833,000.00	-
04/01/2026	3,955,000.00	5.000%	833,000.00	4,788,000.00	-
06/30/2026	-	-	-	-	5,621,000.00
10/01/2026	-	-	734,125.00	734,125.00	-
04/01/2027	4,160,000.00	5.000%	734,125.00	4,894,125.00	-
06/30/2027	-	-	-	-	5,628,250.00
10/01/2027	-	-	630,125.00	630,125.00	-
04/01/2028	2,285,000.00	5.000%	630,125.00	2,915,125.00	-
06/30/2028	-	-	-	-	3,545,250.00
10/01/2028	-	-	573,000.00	573,000.00	-
04/01/2029	2,400,000.00	5.000%	573,000.00	2,973,000.00	-
06/30/2029	-	-	-	-	3,546,000.00
10/01/2029	-	-	513,000.00	513,000.00	-
04/01/2030	2,525,000.00	5.000%	513,000.00	3,038,000.00	-
06/30/2030	-	-	-	-	3,551,000.00
10/01/2030	-	-	449,875.00	449,875.00	-
04/01/2031	2,645,000.00	5.000%	449,875.00	3,094,875.00	-
06/30/2031	-	-	-	-	3,544,750.00
10/01/2031	-	-	383,750.00	383,750.00	-
04/01/2032	2,780,000.00	5.000%	383,750.00	3,163,750.00	-
06/30/2032	-	-	-	-	3,547,500.00
10/01/2032	-	-	314,250.00	314,250.00	-
04/01/2033	2,915,000.00	5.000%	314,250.00	3,229,250.00	-
06/30/2033	-	-	-	-	3,543,500.00
10/01/2033	-	-	241,375.00	241,375.00	-
04/01/2034	3,065,000.00	5.000%	241,375.00	3,306,375.00	-
06/30/2034	-	-	-	-	3,547,750.00
10/01/2034	-	-	164,750.00	164,750.00	-
04/01/2035	3,215,000.00	5.000%	164,750.00	3,379,750.00	-
06/30/2035	-	-	-	-	3,544,500.00
10/01/2035	-	-	84,375.00	84,375.00	-
04/01/2036	3,375,000.00	5.000%	84,375.00	3,459,375.00	-
06/30/2036	-	-	-	-	3,543,750.00
Total	$33,455,000.00	-	$10,252,144.44	$43,707,144.44	-

COSTS OF ISSUANCE DETAIL

Licensed Financial Advisor	$74,000.00
Bond Counsel	$40,000.00
Rating Agency Fee	$35,000.00
Registration/Paying Agent	$1,000.00
Parity Electronic Bidding Agent Fee	$1,638.75
TOTAL	**$151,638.75**

The underwriting discount will be determined in a competitive bid process. For the purpose of savings projections, the underwriting discount has been assumed to be 0.750%.

EXHIBIT B

FORM OF REFUNDING ESCROW AGREEMENT

REFUNDING ESCROW AGREEMENT

This Refunding Escrow Agreement (this "Agreement") is made and entered into as of the _____ day of _____, 2024 by and between Maury County, Tennessee (the "County"), and _____ (the "Agent").

W I T N E S S E T H:

WHEREAS, the County has previously authorized and issued its General Obligation Refunding and Public Improvement Bonds, Series 2015, dated June 1 2015, maturing _____ (the "Outstanding Bonds"); and

WHEREAS, the County has determined to provide for payment of the debt service requirements of the Outstanding Bonds by depositing in escrow with the Agent funds that, with the investment income therefrom, will be sufficient to pay the principal of and interest on the Outstanding Bonds as set forth on Exhibit A hereto; and

WHEREAS, in order to obtain the funds needed to refund the Outstanding Bonds, the County has authorized and issued its General Obligation Refunding Bonds, Series 2025, dated the date hereof (the "Refunding Bonds"); and

WHEREAS, a portion of the proceeds derived from the sale of the Refunding Bonds will be deposited in escrow with the Agent hereunder and applied to the purchase of certain securities described herein, the principal amount thereof together with interest thereon to mature at such times and in such amounts as shall be sufficient to pay when due all of the principal of, premium, if any, and interest on the Outstanding Bonds as set forth on Exhibit A; and

WHEREAS, in order to create the escrow hereinabove described, provide for the deposit of said Refunding Bond proceeds, and the application thereof, and to provide for the payment of the Outstanding Bonds, the parties hereto do hereby enter into this Agreement;

NOW, THEREFORE, the County, in consideration of the foregoing and the mutual covenants herein set forth and in order to secure the payment of the Outstanding Bonds according to their tenor and effect, does by these presents hereby grant, warrant, demise, release, convey, assign, transfer, alien, pledge, set over and confirm, to the Agent, and to its successors hereunder, and to it and its assigns forever, in escrow, all and singular the property hereinafter described to wit:

DIVISION I

All right, title and interest of the County in and to $_____ (consisting of $_____ derived from proceeds of the sale of the Refunding Bonds and $_____derived from other available monies of the County).

DIVISION II

All right, title and interest of the County in and to the Government Obligations purchased with the funds described in Division I hereof and to all income, earnings and increment derived from or accruing to the Government Obligations.

DIVISION III

Any and all other property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, conveyed, pledged, assigned or transferred in escrow hereunder by the County or by anyone in its behalf to the Agent, which is hereby authorized to receive the same at any time to be held in escrow hereunder.

DIVISION IV

All property that is by the express provisions of this Agreement required to be subject to the pledge hereof and any additional property that may, from time to time hereafter, by delivery or by writing of any kind, be subject to the pledge hereof, by the County or by anyone in its behalf, and the Agent is hereby authorized to receive the same at any time to be held in escrow hereunder.

TO HAVE AND TO HOLD, all and singular, the escrowed property, including all additional property which by the terms hereof has or may become subject to this Agreement, unto the Agent, and its successors and assigns, forever.

The escrowed property shall be held in escrow for the benefit and security of the owners from time to time of the Outstanding Bonds; but if the principal of, premium, if any, and interest on the Outstanding Bonds shall be fully and promptly paid when due in accordance with the terms hereof, then this Agreement shall be and become void and of no further force and effect, otherwise the same shall remain in full force and effect, subject to the covenants and conditions hereinafter set forth.

ARTICLE I
DEFINITIONS AND CONSTRUCTION

Section 1.01 Definitions. In addition to words and terms elsewhere defined in this Agreement, the following words and terms as used in this Agreement shall have the following meanings, unless some other meaning is plainly intended:

"Code" shall mean the Internal Revenue Code of 1986, as amended, and any lawful regulations promulgated thereunder;

"Escrow Fund" shall have the meaning ascribed to it in Section 2.01 hereof;

"Escrow Property", "escrow property" or "escrowed property" shall mean the property, rights and interest of the County that are described in Divisions I through IV of this Agreement and hereinabove conveyed in escrow to the Agent;

"Government Obligations" shall mean direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, which bonds or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof; and

"Written Request" shall mean a request in writing signed by the County Mayor of the County or by any other officer or official of the County duly authorized by the County to act in his place.

Section 1.02 Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. The word "person" shall include corporations, associations, natural persons and public bodies unless the context shall otherwise indicate. Reference to a person other than a natural person shall include its successors.

ARTICLE II
ESTABLISHMENT AND ADMINISTRATION OF FUNDS

Section 2.01 Creation of Escrow; Deposit of Funds. The County hereby creates and establishes with the Agent a special and irrevocable escrow composed of the Escrow Property and hereby deposits with the Agent and the Agent hereby acknowledges receipt of $_____ as described in Division I hereof. The monies so deposited, together with investment income therefrom, is herein referred to as the "Escrow Fund" and shall constitute a fund to be held by the Agent as a part of the Escrowed Property created, established, and governed by this Agreement.

Section 2.02 Investment of Funds. The monies described in Section 2.01 hereof shall be held or invested as follows:

(a) the amount of $_____ shall be used to purchase the Government Obligations described in Exhibit B attached hereto; and

(b) the amount of $_____ shall be held as cash in a non-interest-bearing account.

Except as provided in Sections 2.04 and 2.06 hereof, the investment income from the Government Obligations in the Escrow Fund shall be credited to the Escrow Fund and shall not be reinvested. The Agent shall have no power or duty to invest any monies held hereunder or to make substitutions of Government Obligations held hereunder or to sell, transfer, or otherwise dispose of the Government Obligations acquired hereunder except as provided herein.

Section 2.03 Disposition of Escrow Funds. The Agent shall without further authorization or direction from the County collect the principal, premium, if any, and interest on the Government Obligations promptly as the same shall fall due. From the Escrow Fund, to the extent that monies therein are sufficient for such purpose, the Agent shall make timely payments to the proper paying agent, or its successor, for the Outstanding Bonds of monies sufficient for the payment of the principal of, premium, if any, and interest on the Outstanding Bonds as the same shall become due and payable. Amounts and dates of principal and interest payments and the name and address of the paying agent with respect to the Outstanding Bonds are set forth on Exhibit A. Payment on the dates and to the paying agent in accordance with Exhibit A shall constitute full performance by the Agent of its duties hereunder with respect to each respective payment. The County represents and warrants that the Escrow Fund, if held, invested and disposed of by the Agent in accordance with the provisions of this Agreement, will be sufficient to make the foregoing payments. No paying agent fees, fees and expenses of the Agent, or any other costs and expenses associated with the Refunding Bonds or the Outstanding Bonds shall be paid

from the Escrow Fund, and the County agrees to pay all such fees, expenses, and costs from its legally available funds as such payments become due. When the Agent has made all required payments of principal and interest on the Outstanding Bonds to the paying agent as hereinabove provided, the Agent shall transfer any monies or Government Obligations then held hereunder to the County and this Agreement shall terminate.

Section 2.04 Excess Funds. Except as provided in Section 2.06 hereof, amounts held by the Agent, representing interest on the Government Obligations in excess of the amount necessary to make the corresponding payment of principal and/or interest on the Outstanding Bonds, shall be held by the Agent without interest and shall be applied before any other Escrow Fund monies to the payment of the next ensuing principal and/or interest payment on the Outstanding Bonds. Upon retirement of all the Outstanding Bonds, the Agent shall pay any excess amounts remaining in the Escrow Fund to the County.

Section 2.05 Reports. The Escrow Agent shall deliver to the County Clerk of the County a monthly report summarizing all transactions relating to the Escrow Fund; and on or before the first day of August of each year shall deliver to the County Clerk a report current as of June 30 of that year, which shall summarize all transactions relating to the Escrow Fund effected during the immediately preceding fiscal year of the County and which also shall set forth all assets in the Escrow Fund as of June 30 and set forth opening and closing balances thereof for that fiscal year.

Section 2.06 Investment of Moneys Remaining in Escrow Fund. The Agent may invest and reinvest any monies remaining from time to time in the Escrow Fund until such time as they are needed. Such monies shall be invested in Government Obligations, maturing no later than the next interest payment date of the Outstanding Bonds, or for such periods or at such interest rates as the Agent shall be directed by Written Request, provided, however, that the County shall furnish the Agent, as a condition precedent to such investment, with an opinion from nationally recognized bond counsel stating that such reinvestment of such monies will not, under the statutes, rules and regulations then in force and applicable to obligations issued on the date of issuance of the Refunding Bonds, cause the interest on the Refunding Bonds or the Outstanding Bonds not to be excluded from gross income for Federal income tax purposes and that such investment is not inconsistent with the statutes and regulations applicable to the Refunding Bonds or the Outstanding Bonds. Any interest income resulting from reinvestment of monies pursuant to this Section 2.06 shall be applied first to the payment of principal of and interest on the Outstanding Bonds to the extent the Escrow is or will be insufficient to retire the Outstanding Bonds as set forth on Exhibit A and any excess shall be paid to the County to be applied to the payment of the Refunding Bonds or the expenses of issuance thereof.

Section 2.07 Irrevocable Escrow Created. The deposit of monies, Government Obligations, matured principal amounts thereof, and investment proceeds therefrom in the Escrow Fund shall constitute an irrevocable deposit of said monies and Government Obligations for the benefit of the holders of the Outstanding Bonds, except as provided herein with respect to amendments permitted under Section 4.01 hereof. All the funds and accounts created and established pursuant to this Agreement shall be and constitute escrow funds for the purposes provided in this Agreement and shall be kept separate and distinct from all other funds of the County and the Agent and used only for the purposes and in the manner provided in this Agreement.

Section 2.08 Redemption of Outstanding Bonds. The Outstanding Bonds shall be redeemed as stated on Exhibit C attached hereto. The Agent is authorized to give notice to the paying agent bank on or before 45 days of the redemption date of the Outstanding Bonds directing the paying agent to give notice of redemption to the holder of the Outstanding Bonds as and when required by the resolution authorizing the Outstanding Bonds.

ARTICLE III
CONCERNING THE AGENT

Section 3.01 Appointment of Agent. The County hereby appoints the Agent as escrow agent under this Agreement.

Section 3.02 Acceptance by Agent. By execution of this Agreement, the Agent accepts the duties and obligations as Agent hereunder. The Agent further represents that it has all requisite power, and has taken all corporate actions necessary to execute the escrow hereby created.

Section 3.03 Liability of Agent. The Agent shall be under no obligation to inquire into or be in any way responsible for the performance or nonperformance by the County or any paying agent of its obligations, or to protect any of the County's rights under any bond proceedings or any of the County's other contracts with or franchises or privileges from any state, county, municipality or other governmental agency or with any person. The Agent shall not be liable for any act done or step taken or omitted to be taken by it, or for any mistake of fact or law, or anything which it may do or refrain from doing, except for its own gross negligence or willful misconduct in the performance or nonperformance of any obligation imposed upon it hereunder. The Agent shall not be responsible in any manner whatsoever for the recitals or statements contained herein or in the Outstanding Bonds or in the Refunding Bonds or in any proceedings taken in connection therewith, but they are made solely by the County. The Agent shall have no lien whatsoever upon any of the monies or investments in the Escrow Fund for the payment of fees and expenses for services rendered by the Agent under this Agreement.

The Agent shall not be liable for the accuracy of the calculations as to the sufficiency of Escrow Fund monies and Government Obligations and the earnings thereon to pay the Outstanding Bonds. So long as the Agent applies any monies, the Government Obligations and the interest earnings therefrom to pay the Outstanding Bonds as provided herein, and complies fully with the terms of this Agreement, the Agent shall not be liable for any deficiencies in the amounts necessary to pay the Outstanding Bonds caused by such calculations. The Agent shall not be liable or responsible for any loss resulting from any investment made pursuant to this Agreement and in full compliance with the provisions hereof.

In the event of the Agent's failure to account for any of the Government Obligations or monies received by it, said Government Obligations or monies shall be and remain the property of the County in escrow for the benefit of the holders of the Outstanding Bonds, as herein provided, and if for any improper reason such Government Obligations or monies are applied to purposes not provided for herein or misappropriated by the Agent, the assets of the Agent shall be impressed with a trust for the amount thereof until the required application of such funds shall be made or such funds shall be restored to the Escrow Fund.

Section 3.04 Permitted Acts. The Agent and its affiliates may become the owner of or may deal in the Refunding Bonds or Outstanding Bonds as fully and with the same rights as if it were not the Agent. The Agent may consult with counsel of its choice with respect to any question relating to its duties and responsibilities hereunder or otherwise in connection herewith, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or not taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel. The Agent is entitled to rely and shall be protected in acting in reliance upon any instructions or directions furnished to it in writing or pursuant to the provisions of this Agreement and shall be entitled to treat as genuine, and as the document it purports to be, any letter, paper or other document furnished to it and believed by it to be genuine and to have been signed and presented by the proper party or parties. The Agent shall be under no duty to inquire into or investigate the validity, accuracy or content of any such document. The

Agent may execute any of its trusts or powers and perform any of its duties under this Agreement by or through attorneys, agents or employees.

Section 3.05 Exculpation of Funds of Agent. Except as set forth in Section 3.03, none of the provisions contained in this Agreement shall require the Agent to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights or powers hereunder. The Agent shall be under no liability for interest on any funds or other property received by it hereunder, except as herein expressly provided.

Section 3.06 No Redemption or Acceleration of Maturity. The Agent will not pay any of the principal of or interest on the Outstanding Bonds, except as provided in Exhibit A attached hereto and will not redeem or accelerate the maturity of any of the Outstanding Bonds except as provided in Section 2.08 hereof.

Section 3.07 Qualifications of Agent. There shall at all times be an Agent hereunder that shall be a corporation or banking association organized and doing business under the laws of the United States or any state, located in the State of Tennessee, authorized under the laws of its incorporation to exercise the powers herein granted, having a combined capital, surplus, and undivided profits of at least $75,000,000 and subject to supervision or examination by federal or state authority. If such corporation or association publishes reports of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this paragraph the combined capital, surplus, and undivided profits of such corporation or association shall be deemed to be its combined capital, surplus, and undivided profits as set forth in its most recent report of condition as published. In case at any time the Agent shall cease to be eligible in accordance with the provisions of this section, the Agent shall resign immediately in the manner and with the effect specified herein.

Section 3.08 Resignation of Agent. The Agent may at any time resign by giving direct written notice to the County and by giving the holders of the Outstanding Bonds notice by first-class mail of such resignation. Upon receiving such notice of resignation, the County shall promptly appoint a successor escrow agent by resolution of its governing body. If no successor escrow agent shall have been appointed and have accepted appointment within 30 days after the publication of such notice of resignation, the resigning Agent may petition any court of competent jurisdiction located in Maury County, Tennessee, for the appointment of a successor, or any holder of the Outstanding Bonds may, on behalf of himself and others similarly situated, petition any such court for the appointment of a successor. Such court may thereupon, after such notice, if any, as it may deem proper, appoint a successor meeting the qualifications set forth in Section 3.07. The Agent shall serve as escrow agent hereunder until its successor shall have been appointed and such successor shall have accepted the appointment.

Section 3.09 Removal of Agent. In case at any time the Agent shall cease to be eligible in accordance with the provisions of Section 3.07 hereof and shall fail to resign after written request therefor by the County or by any holder of the Outstanding Bonds, or the Agent shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Agent or any of its property shall be appointed, or any public officer shall take charge or control of the Agent or its property or affairs for the purpose of rehabilitation, conservation, or liquidation, then in any such case, the County may remove the Agent and appoint a successor by resolution of its governing body or any such bondholder may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction situated in the County for the removal of the Agent and the appointment of a successor. Such court may thereupon, after such notice, if any, as it may deem proper, remove the Agent and appoint a successor who shall meet the qualifications set forth in Section 3.07. Unless incapable of serving, the Agent shall serve as escrow agent hereunder until its successor shall have been appointed and such successor shall have accepted the appointment.

The holders of a majority in aggregate principal amount of all the Outstanding Bonds at any time outstanding may at any time remove the Agent and appoint a successor by an instrument or concurrent instruments in writing signed by such bondholders and presented, together with the successor's acceptance of appointment, to the County and the Agent.

Any resignation or removal of the Agent and appointment of a successor pursuant to any of the provisions of this Agreement shall become effective upon acceptance of appointment by the successor as provided in Section 3.10 hereof.

Section 3.10 Acceptance by Successor. Any successor escrow agent appointed as provided in this Agreement shall execute, acknowledge and deliver to the County and to its predecessor an instrument accepting such appointment hereunder and agreeing to be bound by the terms hereof, and thereupon the resignation or removal of the predecessor shall become effective and such successor, without any further act, deed or conveyance, shall become vested with all the rights, powers, duties and obligations of its predecessor, with like effect as if originally named as Agent herein; but, nevertheless, on Written Request of the County or the request of the successor, the predecessor shall execute and deliver an instrument transferring to such successor all rights, powers and escrow property of the predecessor. Upon request of any such successor, the County shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor all such rights, powers and duties. No successor shall accept appointment as provided herein unless at the time of such acceptance such successor shall be eligible under the provisions of Section 3.07 hereof.

Any corporation into which the Agent may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Agent shall be a party, or any corporation succeeding to the corporate trust business of the Agent, shall be the successor of the Agent

hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding, provided that such successor shall be eligible under the provisions of Section 3.07 hereof.

Section 3.11 Payment to Agent. The County agrees to pay the Agent, as reasonable and proper compensation under this Agreement, [a one-time fee of $_____] [an acceptance fee $_____ and an annual fee of $_____ each _____ until the termination of this Agreement]. The County agrees, to the extent permitted by applicable law, to indemnify, defend and save harmless the Agent from any and all claims, liabilities, losses, damages, fines, penalties and expenses (including out-of-pocket and incidental expenses and fees and expenses of in house or outside counsel) ("Losses") arising out of or in connection with (i) its execution and performance of this Agreement, except to the extent that such Losses are due to the gross negligence or willful misconduct of the Agent, or (ii) its following any instructions or other directions from the County, except to the extent that its following any such instruction or direction is expressly forbidden by the terms hereof, such indemnification being paid from available funds of the County and shall not give rise to any claim against the escrow. The provisions of this Section 3.11 shall survive the termination of this Agreement and the resignation or removal of the Agent for any reason. The indemnifications set forth herein are intended to and shall include the indemnification of all affected agents, directors, officers and employees of the Agent.

ARTICLE IV
MISCELLANEOUS

Section 4.01 Amendments to this Agreement. This Agreement is made for the benefit of the County, the holders from time to time for the Outstanding Bonds, and it shall not be repealed, revoked, altered or amended without the written consent of all such holders, the Agent and the County; provided, however, that the County and the Agent may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

(a) to cure any ambiguity or formal defect or omission in this Agreement;

(b) to grant to, or confer upon, the Agent for the benefit of the holders of the Outstanding Bonds, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Agent; and

(c) to subject to this Agreement additional funds, securities or properties.

The Agent shall be entitled to rely exclusively upon an unqualified opinion of nationally recognized bond counsel with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the holders of the Outstanding Bonds, or that any instrument executed hereunder complies with the conditions and provisions of this Section.

Notwithstanding the foregoing or any other provision of this Agreement, upon Written Request and upon compliance with the conditions hereinafter stated, the Agent shall have the power to and shall, in simultaneous transactions, sell, transfer, otherwise dispose of or request the redemption of the Government Obligations held hereunder and to substitute therefor direct obligations of, or obligations the principal of and interest on which are fully guaranteed by the United States of America, subject to the condition that such monies or securities held by the Agent shall be sufficient to pay principal of, premium, if any, and interest on the Outstanding Bonds. The County hereby covenants and agrees that it

will not request the Agent to exercise any of the powers described in the preceding sentence in any manner which will cause the Refunding Bonds or Outstanding Bonds to be arbitrage bonds within the meaning of Section 148 of the Code in effect on the date of such request and applicable to obligations issued on the issue date of the Refunding Bonds. The Agent shall purchase such substituted securities with the proceeds derived from the maturity, sale, transfer, disposition or redemption of the Government Obligations held hereunder or from other monies available. The transactions may be effected only if there shall have been submitted to the Agent: (1) an independent verification by a nationally recognized independent certified public accounting firm concerning the adequacy of such substituted securities with respect to principal and the interest thereon and any other monies or securities held for such purpose to pay when due the principal of, premium, if any, and interest on the Outstanding Bonds in the manner required by the proceedings which authorized their issuance; and (2) an opinion from nationally recognized bond counsel to the effect that the disposition and substitution or purchase of such securities will not, under the statutes, rules and regulations then in force and applicable to obligations issued on the date of issuance of the Refunding Bonds, or Outstanding Bonds cause the interest on the Refunding Bonds not to be exempt from Federal income taxation. Any surplus monies resulting from the sale, transfer, other disposition or redemption of the Government Obligations held hereunder and the substitutions therefor of direct obligations of, or obligations the principal of and interest on which is fully guaranteed by, the United States of America, shall be released from the Escrow Fund and shall be transferred to the County.

Section 4.02 Severability. If any provision of this Agreement shall be held or deemed to be invalid or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

Section 4.03 Governing Law. This Agreement shall be governed and construed in accordance with the law of the State of Tennessee.

Section 4.04 Notices. Any notice, request, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed by Registered or Certified Mail, postage prepaid, or sent by telegram as follows:

To the County:

County Mayor
Maury County
41 Public Square, Rm 101
Columbia, TN 38401

To the Agent:

The County and the Agent may designate in writing any further or different addresses to which subsequent notices, requests, communications or other papers shall be sent.

Section 4.05 Agreement Binding. All the covenants, promises and agreements in this Agreement contained by or on behalf of the parties shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

Section 4.06 Termination. This Agreement shall terminate when all transfers and payments required to be made by the Agent under the provisions hereof shall have been made.

Section 4.07 Execution by Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

IN WITNESS WHEREOF, the County has caused this Agreement to be signed in its name by its County Mayor and attested by its County Clerk and the official seal of the County to be impressed hereon, and the Agent has caused this Agreement to be signed in its corporate name by its duly authorized representative, all as of the day and date first above written.

MAURY COUNTY, TENNESSEE

By: _____
SHEILA K. BUTT,
County Mayor

(SEAL)

_____
JOE H. ALLEN, County Clerk

_____
Escrow Agent

By: _____
Title: _____

STATE OF TENNESSEE)

COUNTY OF MAURY)

I, Joey Allen, certify that I am the duly qualified and acting County Clerk of Maury County, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of the governing body of the County held on _____ __, 2024; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to the authorization of the County's General Obligation Refunding Bonds.

WITNESS my official signature and seal of said County this _____ day of _____, 2024.

_____
County Clerk

(SEAL)

A motion was made by Commissioner Sumners, seconded by Commissioner Jeter and on a roll call vote with 22 Commissioners present and voting "Aye", the above resolution was adopted as presented.

County Attorney Daniel Murphy summarized the following resolution:

RESOLUTION NO. 09-24-51

RESOLUTION AMENDING 2024-2025 SCHOOL GENERAL PURPOSE BUDGET

WHEREAS, it is desirable to amend the 2024-2025 School General Purpose budget as shown on the attached budget amendment.

NOW, THEREFORE, BE IT RESOLVED by the Maury County Commission, that the 2024-2025 School General Purpose budget is amended as shown on the attached budget amendment.

This the 16th day of September 2024.

_____
SHEILA K. BUTT
County Mayor

A motion was made by Commissioner Grooms, seconded by Commissioner Barner and on a roll call vote with 22 Commissioners present and voting “Aye”, the above resolution was adopted as presented.

Docusign Envelope ID: 548C5B46-4393-418F-BE27-B06B08609DA1

MAURY COUNTY PUBLIC SCHOOLS

BUDGET AMENDMENT

AMENDMENT NO. BA	14004

DATE PREPARED	08/16/24

APPROPRIATION OR REVENUE

FUND	SUB FUND	ACCT NO.	OBJ	LOCATION	SUB OBJECT	DESCRIPTION	Debit (From)	Credit (To)
141		44570				Contributions & Gifts	3,500.00	
141		72120	399			Health Services - Other Contracted Services		3,500.00
						TOTAL	3,500.00	3,500.00

Detailed Explanation:

Donation reeived from Shaw Integrated for MCPS Middle School Jamboree

SUBMITTED BY: Eric Perryman	**DATE**
DocuSigned by: 7E4C4D6F8ED64A0...	08/16/2024
APPROVAL - EXECUTIVE APPROVAL: Lisa Ventura, Superintendent	**DATE**
DocuSigned by: Lisa Ventura EFD3DA51AD4547D...	08/16/2024
APPROVAL - Doug Lukonen - Finance Director	**DATE**
DocuSigned by: Douglas Lukonen 49C70D13F2AB458...	08/16/2024
APPROVAL - Will Sims - Board Chair	**DATE**
DocuSigned by: Will Sims 4DBAEA0802A247A...	09/05/2024
APPROVAL COUNTY COMMISSIONERS	**DATE**

Revised 10.01.18 Finance

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MAURY COUNTY PUBLIC SCHOOLS
BUDGET AMENDMENT

AMENDMENT NO. BA 14005

DATE PREPARED 08/09/24

APPROPRIATION OR REVENUE

FUND	SUB FUND	ACCT NO.	OBJ	LOCATION	SUB OBJECT	DESCRIPTION	Debit (From)	Credit (To)
141		73400	116	10000	411	Regular Instruction Program - Teachers - Central Office - Eirmetro Grant		83,000.00
141		73400	201	10000	411	Regular Instruction Program - Social Security - Central Office - Eirmetro Grant		4,500.00
141		73400	204	10000	411	Early Childhood Education - State Retirement - Central Office - Eirmetro Grant		6,000.00
141		73400	206	10000	411	Early Childhood Education - Life Insurance - Central Office - Eirmetro Grant		60.00
141		73400	207	10000	411	Early Childhood Education - Medical Insurance - Central Office - Eirmetro Grant		15,000.00
141		73400	208	10000	411	Early Childhood Education - Dental Insurance - Central Office - Eirmetro Grant		250.00
141		73400	212	10000	411	Early Childhood Education - Employer Medicare - Central Office - Eirmetro Grant		1,600.00
141		73400	355	10000	411	Early Childhood Education - Travel and Meals - Central Office - Eirmetro Grant		10,000.00
141		73400	524	10000	411	Early Childhood Education - Training, In-Service, Staff Development - Central Office - Eirmetro Grant		2,500.00
141		73400	189	10000	411	Early Childhood Education -Other Salries and Wages - Central Office - Eirmetro Grant		1,000.00
141		73400	429	10000	411	Early Childhood Education - Instructional Supplies And Materials - Central Office - Eirmetro Grant		34,079.49
141		73400	369	10000	411	Early Childhood Education - Cntrcts For Sub Teachers - Certified - Central Office - Eirmetro Grant		800.00
141		73400	370	10000	411	Early Childhood Education - Cntrcts For Sub Tchrs - Non-Certified - Central Office - Eirmetro Grant		1,000.00
141		44990			411	Other Local Revenues - Eirmetro Grant	159,789.49	
						TOTAL	159,789.49	159,789.49

Detailed Explanation: -

24-25 Budget fot EIR Grant

SUBMITTED BY: Laura Duncan **DATE**

Signed by: Laura Duncan 0F2EE7E67D0343C... 08/16/2024

APPROVAL - EXECUTIVE APPROVAL: Lisa Ventura, Superintendent **DATE**

DocuSigned by: Lisa Ventura EFD3DA51AD4547D... 08/16/2024

APPROVAL - Doug Lukonen - Finance Director **DATE**

DocuSigned by: Douglas Lukonen 49C70D13F2AB458... 08/16/2024

APPROVAL - Will Sims - Board Chair **DATE**

DocuSigned by: Will Sims 4DBAEA0802A247A... 09/05/2024

APPROVAL COUNTY COMMISSIONERS **DATE**

Revised 10.01.18 Finance

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MAURY COUNTY PUBLIC SCHOOLS

BUDGET AMENDMENT

AMENDMENT NO. BA 14009

DATE PREPARED 08/16/24

APPROPRIATION OR REVENUE

FUND	SUB FUND	ACCT NO.	OBJ	LOCATION	SUB OBJECT	DESCRIPTION	Debit (From)	Credit (To)
141		73400	116		412	Early Childhood Education - Teachers - Pre-K		421,750.19
141		73400	163		412	Early Childhood Education - Educational Assistants - Pre K		303,116.00
141		73400	201		412	Early Childhood Education - Social Security - Pre-K		45,356.00
141		73400	204		412	Early Childhood Education - State Retirement - Pre-K		59,000.00
141		73400	206		412	Early Childhood Education - Life Insurance - Pre-K		1,150.00
141		73400	207		412	Early Childhood Education - Medical Insurance - Pre-K		186,000.00
141		73400	208		412	Early Childhood Education - Dental Insurance - Pre-K		4,564.00
141		73400	212		412	Early Childhood Education - Employer Medicare - Pre-K		10,892.00
141		73400	422		412	Early Childhood Education - Food Supplies - Pre-K		600.00
141		73400	429		412	Early Childhood Education - Instructional Supplies And Materials - Pre-K		4,200.00
141		73400	790		412	Early Childhood Education - Other Equipment - Pre-K		500.00
141		73400	116			Early Childhood Education - Teachers	421,750.19	
141		73400	163			Early Childhood Education - Educational Assistants	249,850.00	
141		73400	201			Early Childhood Education - Social Security	45,356.00	
141		73400	204			Early Childhood Education - State Retirement	59,000.00	
141		73400	206			Early Childhood Education - Life Insurance	1,150.00	
141		73400	207			Early Childhood Education - Medical Insurance	186,000.00	
141		73400	208			Early Childhood Education - Dental Insurance	4,564.00	
141		73400	212			Early Childhood Education - Employer Medicare	10,892.00	
141		73400	422			Early Childhood Education - Food Supplies	600.00	
141		73400	429			Early Childhood Education - Instructional Supplies And Materials	3,600.00	
141		46515				Early Childhood Education		900,000.00
141		46515			412	Early Childhood Education - Pre-K	1,037,128.19	
141		39000				Unassigned Fund Balance		82,762.19
						TOTAL	2,019,890.38	2,019,890.38

Detailed Explanation: -

To add VPK grant to FY25 budget

SUBMITTED BY: Laura Duncan **DATE**

Signed by: Laura Duncan 0F2EE7E67D0343C... 08/30/2024

APPROVAL - EXECUTIVE APPROVAL: Lisa Ventura, Superintendent **DATE**

DocuSigned by: Lisa Ventura EFD3DA51AD4547D... 08/30/2024

APPROVAL - Doug Lukonen - Finance Director **DATE**

DocuSigned by: Douglas Lukonen 49C70D13F2AB458... 08/30/2024

APPROVAL - Will Sims - Board Chair **DATE**

DocuSigned by: Will Sims 4DBAEA0802A247A... 09/05/2024

APPROVAL COUNTY COMMISSIONERS **DATE**

Revised 10.01.18 Finance

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MAURY COUNTY PUBLIC SCHOOLS

BUDGET AMENDMENT

AMENDMENT NO. BA	14010

DATE PREPARED	08/16/24

APPROPRIATION OR REVENUE

FUND	SUB FUND	ACCT NO.	OBJ	LOCATION	SUB OBJECT	DESCRIPTION	Debit (From)	Credit (To)
141		46590				Other State Education Funds	3,900.00	
141		72290	499	02120		Other Programs - Other Supplies and Materials- Battle Creek Middle		600.00
141		72290	499	03015		Other Programs - Other Supplies and Materials- Central High		300.00
141		72290	499	04030		Other Programs - Other Supplies and Materials- Culleoka Unit		600.00
141		72290	499	02033		Other Programs - Other Supplies and Materials- E. A. Cox Middle		600.00
141		72290	499	02061		Other Programs - Other Supplies and Materials- Mt. Pleasant Middle		600.00
141		72290	499	03095		Other Programs - Other Supplies and Materials- Spring Hill High		600.00
141		72290	499	02105		Other Programs - Other Supplies and Materials- Spring Hill Middle		600.00
						TOTAL	3,900.00	3,900.00

Detailed Explanation: -

Youth Rish Behaivor Funding

SUBMITTED BY: Laurie Stanton — **DATE**

DocuSigned by: Laurie Stanton DB435C8CC55E41A... — 08/16/2024

APPROVAL - EXECUTIVE APPROVAL: Lisa Ventura, Superintendent — **DATE**

DocuSigned by: Lisa Ventura EFD3DA51AD4547D... — 08/16/2024

APPROVAL - Doug Lukonen - Finance Director — **DATE**

DocuSigned by: Douglas Lukonen 49C70D13F2AB458... — 08/16/2024

APPROVAL - Will Sims - Board Chair — **DATE**

DocuSigned by: Will Sims 4DBAEA0802A247A... — 09/05/2024

APPROVAL COUNTY COMMISSIONERS — **DATE**

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MAURY COUNTY PUBLIC SCHOOLS
BUDGET AMENDMENT

AMENDMENT NO. BA 14011

DATE PREPARED 08/16/24

APPROPRIATION OR REVENUE

FUND	SUB FUND	ACCT NO.	OBJ	LOCATION	SUB OBJECT	DESCRIPTION	Debit (From)	Credit (To)
141		39000				Unassigned Fund Balance	4,456,002.29	
141		71300	730		572	Career and Technical Education Program - Vocational Instruction Equipment - STEM Start-Up Grant		47,688.63
141		71300	499		573	Career and Technical Education Program - Other Supplies And Materials - SPARQ Grant		23,783.05
141		71300	730		573	Career and Technical Education Program - Vocational Instruction Equipment - SPARQ Grant		40,550.47
141		72130	524		564	Other Student Support - Training, In-Service, Staff Development - Youth Education Foundation Grant - Counselors		10,530.28
141		72290	499		565	Other Programs - Other Supplies And Materials - Youth Education Foundation Grant		7,122.03
141		72520	399			Human Services/Personnel - Other Contracted Services		13,496.00
141		72620	717			Maintenance Of Plant - Maintenance Equipment		27,263.01
141		72620	399			Maintenance Of Plant - Other Contracted Services		8,750.00
141		71900	799			Other - Other Capital Outlay		292,858.38
141		72120	399			Health Services - Other Contracted Services		2,787.00
141		71900	399			Other - Other Contracted Services		43,170.41
141		71900	790			Other - Other Equipment		21,238.85
141		72120	399			Health Services - Other Contracted Services		9,400.00
141		72120	799		100	Health Services - Other Capital Outlay - Capital Projects Athletics		294,859.05
141		72610	399			Operation Of Plant - Other Contracted Services		15,604.18
141		72620	799		101	Maintenance Of Plant - Other Capital Outlay - Capital Projects Maintenance		1,016,674.18
141		72710	399			Transportation - Other Contracted Services		73,106.33
141		76100	799		91311	Regular Capital Outlay - Other Capital Outlay - Battle Creek High School		2,479,624.94
141		76100	799		91319	Regular Capital Outlay - Other Capital Outlay - E.A.Cox Land & Field Upgrades		27,495.50
						TOTAL	4,456,002.29	4,456,002.29

Detailed Explanation: -

141 Carryover

SUBMITTED BY: Rebecca Holden **DATE**

DocuSigned by: Rebecca Holden — E9B480C708BA489... — 08/19/2024

APPROVAL - EXECUTIVE APPROVAL: Lisa Ventura, Superintendent **DATE**

DocuSigned by: Lisa Ventura — EFD3DA51AD4547D... — 08/19/2024

APPROVAL - Doug Lukonen - Finance Director **DATE**

DocuSigned by: Douglas Lukonen — 49C70D13F2AB458... — 08/19/2024

APPROVAL - Will Sims - Board Chair **DATE**

DocuSigned by: Will Sims — 4DBAEA0802A247A... — 09/05/2024

APPROVAL COUNTY COMMISSIONERS **DATE**

Revised 10.01.18 Finance

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MAURY COUNTY PUBLIC SCHOOLS

BUDGET AMENDMENT

AMENDMENT NO. BA 14008

DATE PREPARED 08/16/24

APPROPRIATION OR REVENUE

FUND	SUB FUND	ACCT NO.	OBJ	LOCATION	SUB OBJECT	DESCRIPTION	Debit (From)	Credit (To)
141		47640		00407		Rotc Reimbursement - JROTC Navy CHS	22,527.13	
141		71100	499	00407		Regular Instruction Program - Other Supplies And Materials - JROTC Navy CHS		22,527.13
						TOTAL	22,527.13	22,527.13

Detailed Explanation: -

Money received for Navy ROTC unifrom alterations and Leadership camp

SUBMITTED BY: Rebecca Holden	**DATE**
DocuSigned by: Rebecca Holden E9B480C708BA489...	08/16/2024
APPROVAL - EXECUTIVE APPROVAL: Lisa Ventura, Superintendent	**DATE**
DocuSigned by: Lisa Ventura EFD3DA51AD4547D...	08/16/2024
APPROVAL - Doug Lukonen - Finance Director	**DATE**
DocuSigned by: Douglas Lukonen 49C70D13F2AB458...	08/16/2024
APPROVAL - Will Sims - Board Chair	**DATE**
DocuSigned by: Will Sims 4DBAEA0802A247A...	09/05/2024
APPROVAL COUNTY COMMISSIONERS	**DATE**

Revised 10.01.18 Finance

County Attorney Daniel Murphy summarized the following resolution:

RESOLUTION NO. 09-24-52

RESOLUTION AMENDING 2024-2025 COUNTY EDUCATION CAPITAL PROJECTS BUDGET

WHEREAS, it is desirable to amend the 2024-2025 County Education Capital Projects budget as shown on the attached budget amendment.

NOW, THEREFORE, BE IT RESOLVED by the Maury County Commission, that the 2024-2025 County Education Capital Projects Budget is amended as shown on the attached budget amendment.

This the 16th day of September 2024.

_____
SHEILA K. BUTT
County Mayor

A motion was made by Commissioner Grodi, seconded by Commissioner Sumners and on a roll call vote with 22 Commissioners present and voting “Aye”, the above resolution was adopted as presented.

Docusign Envelope ID: 548C5B46-4393-418F-BE27-B06B08609DA1

MAURY COUNTY PUBLIC SCHOOLS

BUDGET AMENDMENT

AMENDMENT NO. BA 14012

DATE PREPARED 08/16/24

APPROPRIATION OR REVENUE

FUND	SUB FUND	ACCT NO.	OBJ.	LOCATION	SUB OBJECT	DESCRIPTION	Debit (From)	Credit (To)
177		39000				Unassigned Fund Balance	36,873,578.95	
177		91150	304	91316		Social, Cultural And Recreation Projects - Architects - Athletic Facility Borrowing 2023		1,389,978.97
177		91150	799	91316		Social, Cultural And Recreation Projects - Other Capital Outlay - Athletic Facility Borrowing 2023		20,553,346.60
177		91300	304	91310		Education Capital Projects - Architects - Santa Fe Unit Auxiliary Gym		26,259.64
177		91300	304	91311		Education Capital Projects - Architects - Battle Creek High School		2,380,506.62
177		91300	706	91310		Education Capital Projects - Building Construction - Santa Fe Unit Auxiliary Gym		134,785.62
177		91300	706	91311		Education Capital Projects - Building Construction - Battle Creek High School		9,565,469.48
177		91300	718			Education Capital Projects - Motor Vehicles		2,821,232.02
						TOTAL	36,873,578.95	36,873,578.95

Detailed Explanation:

177 Carryover

SUBMITTED BY: Rebecca Holden	DATE
DocuSigned by: Rebecca Holden	08/19/2024
APPROVAL - EXECUTIVE APPROVAL: Lisa Ventura, Superintendent	DATE
DocuSigned by: Lisa Ventura	08/19/2024
APPROVAL - Doug Lukonen - Finance Director	DATE
DocuSigned by: Douglas Lukonen	08/19/2024
APPROVAL - Will Sims - Board Chair	DATE
DocuSigned by: Will Sims ADBAEA08024247A	09/05/2024
APPROVAL COUNTY COMMISSIONERS	DATE

Revised 10.01.18 Finance

County Attorney Daniel Murphy summarized the following resolution:

RESOLUTION NO. 09-24-53

RESOLUTION AMENDING 2024-2025 DEBT SERVICE FUND BUDGET

WHEREAS, pursuant to Resolution No. 08-24-29, Maury County approved funding the prepayment of certain outstanding general obligation bonds of the County; and

WHEREAS, the County Debt Service fund should be amended accordingly.

NOW, THEREFORE, BE IT RESOLVED by the Maury County Commission that the 2024-2025 County Debt Service Fund budget is amended as follows:

DECREASE:	151-39000	Unassigned Fund Balance	$1,573,840.29
DECREASE:	151-82210-603	General Government - Interest On Bonds	$ 22,273.40
DECREASE:	151-82230-603	Education - Interest On Bonds	$ 53,886.31
INCREASE:	151-82130-601	Education - Principal On Bonds	$1,650,000.00

This the 16th day of September 2024.

_____
SHEILA K. BUTT
County Mayor

A motion was made by Commissioner Previti, seconded by Commissioner Jeter and on a roll call vote with 22 Commissioners present and voting “Aye”, the above resolution was adopted as presented.

County Attorney Daniel Murphy summarized the following resolution:

RESOLUTION NO. 09-24-54

RESOLUTION ACCEPTING THE ARCHIVES DEVELOPMENT DIRECT GRANT AND BUDGET AMENDMENT

WHEREAS, the Maury County Archives Department has been awarded the Archives Development Direct Grant from the Department of State, Tennessee State Library and Archives in the amount of $4,997.00 with no matching funds being required; and

WHEREAS, the attached grant shown on Exhibit A should be accepted and the budget amended accordingly.

NOW, THEREFORE, BE IT RESOLVED by the Maury County Commission that the attached Archives Development Direct Grant shown on Exhibit A from the Department of State, Tennessee State Library and Archives in the amount of $4,997.00 with no matching funds being required should be accepted with all appropriate officials being authorized to sign the grant.

BE IT FURTHER RESOLVED by the Maury County Commission that the attached Archives Department's budget should be amended as follows:

INCREASE: 101-46180--51919	Other St. Grants- ADP Archives Development Grant	$4,997.00
INCREASE: 101-51910-435-51919	Preservation of Records – Office Supplies- ADP Archives– Development Grant	$4,997.00

This the 16th day of September 2024.

_____
SHEILA K. BUTT
County Mayor

A motion was made by Commissioner Howard, seconded by Commissioner Brothers and on a roll call vote with 22 Commissioners present and voting "Aye", the above resolution was adopted as presented.

GOVERNMENTAL GRANT CONTRACT

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

Begin Date	End Date	Agency Tracking #	Edison ID
August 1, 2024	May 31, 2025	30501-01525-10	83637

Grantee Legal Entity Name	Edison Vendor ID
Maury County Archives	2717

Subrecipient or Recipient

☐ Subrecipient

☒ Recipient

Assistance Listing Number

Grantee's fiscal year end June 30

Service Caption (one line only)

Archives Development Direct Grant

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2025	$4,997.00				$4,997.00
TOTAL:	**$4,997.00**				**$4,997.00**

Grantee Selection Process Summary

☒ Competitive Selection	The predefined, competitive, impartial, procurement process was completed in accordance with the associated, approved procedures and evaluation criteria.
☐ 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.

Speed Chart (optional)	Account Code (optional)

CPO USE - GG

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE, DEPARTMENT OF STATE, TENNESSEE STATE LIBRARY AND ARCHIVES AND MAURY COUNTY ARCHIVES

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of State, Tennessee State Library and Archives, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Maury County Archives, hereinafter referred to as the "Grantee," is for the provision of archives development, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 2717

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.

A.2. The Grantee shall house, keep, and preserve permanently valuable records within the State of Tennessee. The Grantee shall make improvements, as needed, to its archival processes, services, equipment, infrastructure, or practices to facilitate public access to records. The Grantee shall educate and train records custodians as needed and shall support archival program development and enhancement. The Grantee may purchase goods or devices for use in the Grantee's archival work and process.

A.3. The Grantee shall maintain custody of its historically significant original records.

A.4. The Grantee shall make its archived materials available for public research during reasonable hours.

A.5. If not already implemented, the Grantee will implement sound archival practices. The Grantee will continue to employ sound archival practices both during and after the term of this grant contract. This duty shall survive the termination of this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on August 1, 2024 ("Effective Date") and extend for a period of ten (10) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed four thousand nine hundred ninety-seven dollars ($4,997.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 1 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section

C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Kimberly Wires, Archives Development Program
Tennessee State Library and Archives
1001 Rep. John Lewis Way North
Nashville, TN 37219

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

(1) Invoice/Reference Number (assigned by the Grantee).
(2) Invoice Date.
(3) Invoice Period (to which the reimbursement request is applicable).
(4) Grant Contract Number (assigned by the State).
(5) Grantor: Department of State, Tennessee State Library and Archives
(6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
(7) Grantee Name.
(8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
(9) Grantee Remittance Address.
(10) Grantee Contact for Invoice Questions (name, phone, or fax).
(11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
ii. The amount reimbursed by Grant Budget line-item to date.
iii. The total amount reimbursed under the Grant Contract to date.
iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

(1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
(2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
(3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-item: Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior,

written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.

a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.

d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.

C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

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

a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

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

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities," in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Jami Awalt, Assistant State Archivist
Tennessee State Library and Archives
1001 Rep. John Lewis Way North
Nashville, TN 37219
jami.awalt@tnsos.gov
615-253-3458

The Grantee:

Shelia Butt, Mayor
Maury County Archives
41 Public Sq., Columbia, TN 38401
sbutt@maurycounty-tn.gov
Telephone # 931-375-1001

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

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

D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State’s right to terminate this Grant Contract due to lack of funds is not a

breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

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

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

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

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

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

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

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

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

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

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

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

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

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

D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

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

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

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

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

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

D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

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

D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.

D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.

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

D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall

remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, 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 Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

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

D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and

Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

E.2. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.

E.3. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.

E.4. Title VI Compliance. Grantee shall comply with requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d-1, pursuant to the guidelines established by the Tennessee Human Rights Commission's Title VI Compliance Office, by completing all of the following items:

a. Provide name and contact information of Grantee's Title VI Coordinator to State.

b. Ensure Policies and Procedures Manual contains a Title VI section with information on: (a) Filing a complaint; (b) Investigations; (c) Report of findings; (d) Hearings and appeals; (e) Description of Title VI Training Program; (f) Limited English Proficiency (LEP) procedure; and (g) Retaliation.

c. Train all staff (regular, contract, volunteer) on Title VI upon employment and annually thereafter. Training documentation shall be made available upon request of State, and include: 1) dates and duration of each training; 2) list of staff completing training on each date.

d. Annually complete and submit a Title VI self-survey as supplied by State.

e. Implement a process and provide documentation to ensure service recipients are informed of Title VI and how to file a discrimination complaint.

Additional Title VI resources may be found at: https://sos.tn.gov/TitleVI

IN WITNESS WHEREOF,

MAURY COUNTY ARCHIVES:

GRANTEE SIGNATURE **DATE**

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

TENNESSEE STATE LIBRARY AND ARCHIVES:

JAMES RITTER, STATE LIBRARIAN AND ARCHIVIST **DATE**

DEPARTMENT OF STATE:

TRE HARGETT, SECRETARY OF STATE **DATE**

JWR

ATTACHMENT 1

GRANT BUDGET

Archives Development Direct Grant

The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following

Applicable Period: **BEGIN: August 1, 2024** **END: May 31, 2025**

	EXPENSE OBJECT LINE-ITEM CATEGORY [1]	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries, Benefits & Taxes	0.00	0.00	0.00
	Professional Fee, Grant & Award [2]	0.00	0.00	0.00
	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	$4,997.00	0.00	$4,997.00
	Travel, Conferences & Meetings	0.00	0.00	0.00
	Interest [2]	0.00	0.00	0.00
	Insurance	0.00	0.00	0.00
	Specific Assistance To Individuals	0.00	0.00	0.00
	Depreciation [2]	0.00	0.00	0.00
	Other Non-Personnel [2]	0.00	0.00	0.00
	Capital Purchase [2]	0.00	0.00	0.00
	Indirect Cost	0.00	0.00	0.00
	In-Kind Expense	0.00	0.00	0.00
	GRAND TOTAL	**$4,997.00**	**0.00**	**$4,997.00**

[1] Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E) and CPO Policy 2013-007 (posted online at https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html).

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

County Attorney Daniel Murphy summarized the following resolution:

RESOLUTION NO.: 09-24-55

RESOLUTION TO ACCEPT THE TENNESSEE HOUSING DEVELOPMENT AGENCY FOR CDBG GRANT AMENDMENT

WHEREAS, by Resolution No. 11-23-37, Maury County accepted the Community Development Block Grant (CDBG) Covid-19 Addressing Food Insecurity Program through the Tennessee Department of Economic and Community Development; and

WHEREAS, the grant contract has been amended and it is desirable to approve the attached grant contract amendment.

NOW, THEREFORE, BE IT RESOLVED by the Maury County Commission that the attached CDBG grant amendment is approved and the Mayor is authorized to sign on behalf of the County.

This the 16th day of September 2024.

_____
SHEILA K. BUTT
County Mayor

A motion was made by Commissioner Stovall, seconded by Commissioner Grooms and on a roll call vote with 22 Commissioners present and voting “Aye”, the above resolution was adopted as presented.

GRANT AMENDMENT

Agency Tracking #	Edison ID	Contract #	Amendment #
33004-18124	PO 15735	PO 15735	2

Contractor Legal Entity Name	Edison Vendor ID
County of Maury	2717

Amendment Purpose & Effect(s)

Budget Revision – CDBG-CV – Food Insecurity

Amendment Changes Contract End Date: ☐ YES ☒ NO	End Date: 03/31/2026

TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A)**:** **$ 0.00**

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2023		$500,000.00			$500,000.00
TOTAL:		**$500,000.00**			**$500,000.00**

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

Speed Chart (optional)	Account Code (optional)

AMENDMENT 2
OF GRANT CONTRACT 15735

This Grant Contract Amendment is made and entered by and between the State of Tennessee, **DEPARTMENT OF ECONOMIC & COMMUNITY DEVELOPMENT**, hereinafter referred to as the "State" and the **COUNTY OF MAURY**, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract Attachment B is deleted in its entirety and replaced with the new grant contract attachment B, attached hereto.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective once all required approvals are obtained. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

COUNTY OF MAURY:

GRANTEE SIGNATURE	**DATE**
THE HONORABLE SHEILA BUTT, MAYOR	
PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)	

DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT:

STUART C. MCWHORTER, COMMISSIONER	**DATE**

ATTACHMENT B
Page 1

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1]	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes	$0.00	$0.00	$0.00
4, 15	Professional Fee, Grant & Award [2]	$20,000.00	$0.00	$20,000.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	$0.00	$0.00	$0.00
11, 12	Travel, Conferences & Meetings	$0.00	$0.00	$0.00
13	Interest [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]	$78,000.00	$0.00	$78,000.00
20	Capital Purchase [2]	$402,000.00	$0.00	$402,000.00
22	Indirect Cost	$0.00	$0.00	$0.00
24	In-Kind Expense	$0.00	$0.00	$0.00
25	**GRAND TOTAL**	**$500,000.00**	**$0.00**	**$500,000.00**

[1] Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, Uniform Reporting Requirements and Cost Allocation Plans for 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
Page 2

LINE-ITEM DETAIL FOR: OTHER NON-PERSONAL	AMOUNT
Kitchen appliances, shelving/racking, produce bins, cooling blankets, hand trucks, prep tables, carts, and food distribution supplies (boxes, bags, etc.)	$78,000.00
TOTAL	**$78,000.00**

LINE-ITEM DETAIL FOR: CAPITAL PURCHASE	AMOUNT
Four (4) trucks/vans for delivery and distribution, kitchen appliances, hydroponic vegetable units	$402,000.00
TOTAL	**$402,000.00**

LINE-ITEM DETAIL FOR: GRANT ADMINISTRATION	AMOUNT
Grant Administration	$20,000.00
TOTAL	**$20,000.00**

INTEREST	AMOUNT
	$0.00
TOTAL	**$0.00**

DEPRECIATION	AMOUNT
	$0.00
TOTAL	**$0.00**

County Attorney Daniel Murphy summarized the following resolution:

RESOLUTION NO. 09-24-56

RESOLUTION AMENDING 2024-2025 SOLID WAST DEPARTMENT BUDGET

WHEREAS, it is necessary to amend the 2024-2025 Solid Waste Department budget for purchase orders associated with the New Highway 7 convenience center that were not used in the 2023-2024 fiscal year and reopened in the current fiscal year as shown on the attached list.

NOW, THEREFORE, BE IT RESOLVED by the Maury County Commission that the Solid Waste Department budget is approved as follows:

DECREASE:	207-39900	Unrestricted	$753,975.13
INCREASE:	207-799-55709	Convenience Centers- Other Capital Outlay- Lawson White Dr. convenience center	$753,975.13

This the 16th day of September 2024.

_____
SHEILA K. BUTT
County Mayor

A motion was made by Commissioner Hestla, seconded by Commissioner Stovall and on a roll call vote with 22 Commissioners present and voting “Aye”, the above resolution was adopted as presented.

NEW BUSINESS / OLD BUSINESS:

PUBLIC COMMENT:

ANNOUNCEMENTS:

THERE WILL BE A MAURY REGIONAL HOSPITAL BOARD OF TRUSTEES MEETING SEPTEMBER 26, 2024 AT 6:00PM IN AUXILARY CONFERENCE ROOM.

A MOTION WAS MADE BY COMMISSIONER PREVITI TO ADJOURN, SECONDED BY COMMISSIONER BROTHERS; CHAIRMAN PREVITI DECLARED THE MEETING ADJOURNED.

THERE BEING NO OTHER MATTERS ON THE DOCKET OR COMING ON TO BE HEARD, THE COMMISSION ADJOURNED IN DUE COURSE.

_____

KEVIN MARKHAM, CHAIRMAN

_____

JOE H. ALLEN, COUNTY CLERK