



Bradley County Commission
Johnny Mull, Chairman
VOTING SESSION AGENDA
August 19, 2019, at 12:00p.m.
Bradley County Courthouse

1. Call to order
2. Pledge of Allegiance
3. Invocation – Youth Counseling Services Director John Vining
4. Roll Call
5. Approval of Minutes
6. Report from County Mayor
7. Consent Agenda (see pages 3-7)
8. Reports from Committees and/or Districts
9. Unfinished Business
10. Approval of Agenda – No agenda items
11. Agenda Items
 - A. Resolution authorizing the Bradley County Mayor to enter into a health services agreement amendment and extension agreement with QCHC of Tennessee, Inc. for an additional one (1) year term through August 31, 2020, to provide inmate health services for the Bradley County Jail and Workhouse and to add additional mental health services (see page 8) – Commissioner Thomas Crye
 - B. Motion to approve litter grant budget amendment (see pages 9-26) – Commissioner Mike Hughes
 - C. Motion to approve highway safety grant budget amendment (see pages 27-28) – Commissioner Mike Hughes

D. Resolution authorizing SPCA of Bradley County, Tennessee to seize and take into custody any dog found trespassing on the premises of another pursuant to Tennessee Code Annotated 44-8-408(j) (see page 29) – Commissioner Thomas Crye

E. Motion to approve a lease agreement to the Bradley County Board of Education for the former American Uniform property located at 2181 Parker Street, Cleveland, Tennessee (see pages 30-35) – Commissioner Milan Blake

F. Motion to approve the HCI Committee recommended 2019 grant cycle timeline (see page 36) – Commissioner Milan Blake

G. Resolution to rezone from Forestry/Agricultural/Residential (FAR) district to General Commercial (C2) district property located at 6839 Georgetown Road NW and identified by tax map 018 parcel 015.00 (see pages 37-38) – Commissioner Thomas Crye

H. Resolution to rezone from Rural Commercial (C1) district to General Industrial (I1) district property located at 1108 Lois Street SE and identified by tax map 058P group E parcel 018.00 (see pages 39-40) – Commissioner Thomas Crye

12. Communication from the audience
13. Announcements
14. Adjourn

Next meeting: Work Session – Monday, August 26, at 7:00p.m., Courthouse

Upcoming Events

*Finance Committee, tomorrow, 11:30a.m., Commission conference room

*Veteran's Home Groundbreaking, August 21, 10:30a.m., Veteran's Home 1960 Westland Drive

*Mainstreet Cruise In, August 24, 1p.m.-6p.m., Courthouse square



Bradley County Commission
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CONSENT AGENDA
August 19, 2019, at 12:00p.m.
Bradley County Courthouse

REQUESTS TO DISPOSE OF ASSETS

1. Tri State Exhibition Center request to dispose of 1996 Ingersol rand roller asset #10160 (see page 4)
2. Tri State Exhibition Center request to dispose of 2001 John Deere tractor serial number LV54105441315 (see page 5)
3. Tri State Exhibition Center request to dispose of 1986 Chevrolet dump truck asset #8881 (see page 6)
4. Tri State Exhibition Center request to dispose of 1999 Ford E-350 van asset #700020 (see page 7)

NOTARY PUBLICS

5. Notary publics – Clerk will bring to the meeting

SCRAP AND SURPLUS PROPERTY DISPOSAL AUTHORIZATION FORM

Note: For Vehicle Disposition Use "Change of Vehicle Status Form"

This form is to be completed in accordance with Bradley County general fixed assets policies and procedures for declaring property surplus or scrap and to make the property available for redeployment, sale or disposal.

DEPARTMENT: TRI-STATE CONTACT PERSON: Mack
DATE: 8/7/19 PHONE NUMBER: 423-667-0601

List and describe each item to be declared scrap/surplus – List only one item per form except for matching items.

Complete Description – Include color, materials, measurements, condition, etc. _____

1996 Ingersol Band Roller

Serial Number: 145157 Please Circle: Surplus or Scrap

Asset Number: 10160 (0-26) Original Price: \$ 29,500.00

Current Value: \$ 500

Item Location (Building and/or Office): Tri-State

Does the item include memory? No If memory, date cleaned by department: _____

Disposition of Property Described Above

Price: \$ _____ Disposal Date: _____

Auctioned/Scraped by: _____

Approved by: Mack Hess 8/7/19
Department head/Elected official Date

SUBMIT THIS FORM TO: FINANCE OFFICE/PURCHASING

Must submit form to Finance Office/Purchasing one week prior to voting session.

Completed form must accompany budget amendment request.

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Complete Description – Include color, materials, measurements, condition, etc. _____

2001 John Deere Tractor

Serial Number: LV54105441315 Please Circle: Surplus or Scrap

Asset Number: D-31 (No asset #) Original Price: \$ 28,799.00

Current Value: \$ 2,000.00

Item Location (Building and/or Office): Tri-State

Does the item include memory? NO If memory, date cleaned by department: _____

Disposition of Property Described Above

Price: \$ _____ Disposal Date: _____

Auctioned/Scraped by: _____

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Complete Description – Include color, materials, measurements, condition, etc. _____

1986 Chevrolet Dump truck

Serial Number: 1GBL7D1B0GV100259 Please Circle: (Surplus) or Scrap
Asset Number: 8881 (B-47) Original Price: \$ 3,500.00
Current Value: \$ 500
Item Location (Building and/or Office): Tri-State
Does the item include memory? NO If memory, date cleaned by department: _____

Disposition of Property Described Above

Price: \$ _____ Disposal Date: _____
Auctioned/Scraped by: _____

Approved by: Mack Hess 8/7/19
Department head/Elected official Date

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DATE: 8/7/19 PHONE NUMBER: 423-667-0601

List and describe each item to be declared scrap/surplus – List only one item per form except for matching items.

Complete Description – Include color, materials, measurements, condition, etc. _____

1999 Ford E-350 Van

Serial Number: 1FTN6241LHXHC09172 Please Circle: Surplus or Scrap
Asset Number: 700020 (A-39) Original Price: \$ 3,000.00
Current Value: \$ 500
Item Location (Building and/or Office): Tri-State
Does the item include memory? NO If memory, date cleaned by department: _____

Disposition of Property Described Above

Price: \$ _____ Disposal Date: _____
Auctioned/Scraped by: _____

Approved by: Mack Hess 8/7/19
Department head/Elected official Date

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RESOLUTION _____

RESOLUTION AUTHORIZING BRADLEY COUNTY MAYOR TO ENTER INTO A HEALTH SERVICES AGREEMENT AMENDMENT AND EXTENSION AGREEMENT WITH QCHC OF TENNESSEE, INC. FOR AN ADDITIONAL ONE (1) YEAR TERM THROUGH AUGUST 31, 2020 TO PROVIDE INMATE HEALTH SERVICES FOR THE BRADLEY COUNTY JAIL AND WORKHOUSE AND TO ADD ADDITIONAL MENTAL HEALTH SERVICES

WHEREAS, Bradley County Sheriff's Office is in need of inmate health services at the Bradley County Jail and the area of mental health is a growing area of concern for the Sheriff's Office; and

WHEREAS, Bradley County previously entered into a Health Services Agreement with QCHC of Tennessee, Inc. on September 1, 2017 with an initial term of one year through August 31, 2018 and an extension for two (2) additional one year terms upon written agreement of the parties; and

WHEREAS, the Bradley County Sheriff's Office has recommended exercising the final extension of this Health Services Agreement for a period of one (1) year through August 31, 2020; and

WHEREAS, the Bradley County Sheriff's Office has recommended an increase in the contractually required mental health services provided by QCHC of Tennessee, Inc. while also reducing the aggregate cap from \$125,000 per year to \$50,000 per year.

NOW, THEREFORE, BE IT RESOLVED by the Bradley County Legislative Body meeting in regular session at Cleveland, Tennessee, on this 19th day of August, 2019, that the Bradley County Mayor be and is hereby authorized to enter into a Second Amendment and One Year Extension to the Health Services Agreement with QCHC of Tennessee, Inc. for an additional one (1) year term through August 31, 2020 to provide inmate health services for the Bradley County Jail and Workhouse and to provide a full-time forty (40) hours per week mental health professional on site and to add six (6) additional psychiatric provider hours per week while reducing the aggregate cap from \$125,000 to \$50,000.

ADOPTED this 19th day of August, 2019.

Johnny Mull, Chairman

Donna A. Simpson, County Clerk

D. Gary Davis, County Mayor

BRADLEY COUNTY, TENNESSEE BUDGET AMENDMENT FORM

Date: 2-Jul-19

Requestor: BRADLEY COUNTY SHERIFF'S OFFICE

Sub Fund: _____
(If applicable)

INCREASE / DECREASE	(circle one)		Amount: \$ <u>64,900.00</u>
Type:	<u>REVENUE</u>	(Revenue, Expense, Fund Balance, Reserve)	
Account (fund, number, name)	<u>101</u>	<u>46430</u>	<u>LITTER PROGRAM</u>
Line item (number & name)	_____	_____	_____

INCREASE / DECREASE	(circle one)		Amount: \$ <u>64,900.00</u>
Type:	<u>EXPENSE</u>	(Revenue, Expense, Fund Balance, Reserve)	
Account (fund, number, name)	<u>101</u>	<u>55759</u>	<u>OTHER WASTE DISPOSAL</u>
Line item (number & name)	<u>167</u>	<u>MAINTENANCE PERSONNEL</u>	<u>\$25,534.08</u>
Line item (number & name)	<u>201</u>	<u>SOCIAL SECURITY</u>	<u>\$1,953.36</u>
	<u>204</u>	<u>STATE RETIREMENT</u>	<u>\$3,477.74</u>
	<u>206</u>	<u>LIFE INSURANCE</u>	<u>\$21.00</u>
	<u>207</u>	<u>HEALTH INSURANCE</u>	<u>\$6,555.00</u>
	<u>429</u>	<u>INSTRUCTIONAL SUPPLIES</u>	<u>\$19,470.00</u>
	<u>499</u>	<u>OTHER SUPPLIES AND MATERIALS</u>	<u>\$7,888.82</u>

Description of amendment (be specific):
LITTER GRANT - PAPERWORK ATTACHED

FINANCE COMMITTEE RECOMMENDATION:		
Approved: _____	Denied: _____	Date: _____

TDOT Standard Contract Routing Form



Originating Division: Highway Beautification Office – Environmental Division
Return signed contract to: Susan Stokes (615-770-3902) – 4th Floor J.K. Polk Bldg.
Type of Document: Grant
Grantee: Bradley County
Contract Amount: \$64,900.⁰⁰
State Funding: 100%
Contract Period: July 1, 2019 thru June 30, 2020
Contract Number: Z20LIT006
Project Number: 06-500-4020-04
Edison Speed Code: TX00265800
Agency Tracking Number: 40100-00819
Edison ID: ~~57854~~ 61629
Edison Vendor ID: 0000002820

Description of Work:

This is a Grant issued under a Delegated Grant Authority that will allow Bradley County to continue the Litter Grant Program in FY20.

Recommended for Commissioner's signature:

Program Manager:	<u>Shawn Boston</u>	Date:	<u>4/17/19</u>
Finance Manager:	<u>Jennifer Hewitt</u>	Date:	<u>6-20-19</u>
General Counsel:	<u>Debra Smith</u>	Date:	<u>6/25/19</u>
Bureau Chief:	<u>[Signature]</u>	Date:	<u>6/25/19</u>

MS 4/20/19



GOVERNMENTAL GRANT CONTRACT

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

Begin Date July 1, 2019	End Date June 30, 2020	Agency Tracking # 40100-00320	Edison ID 61629
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Grantee Legal Entity Name BRADLEY COUNTY	Edison Vendor ID 0000002820
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Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor	CFDA # Grantee's fiscal year end JUNE 30, 2020
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Service Caption (one line only)
Litter Pickup & Litter Prevention Education

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2020	\$64,900.00				\$64,900.00
TOTAL:	\$64,900.00				\$64,900.00

Grantee Selection Process Summary

Competitive Selection An equitable funding distribution methodology based on the road miles and population within the county jurisdiction.

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.

Jennifer Krustek (BE)

CPO USE - GG

Speed Chart (optional) TX00265800	Account Code (optional) 71301000
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GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TRANSPORTATION
AND
BRADLEY COUNTY

CONTRACT #Z20LIT006
PROJECT #06-500-4020-04

This grant contract ("Grant Contract"), by and between the State of Tennessee, Tennessee Department of Transportation, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Bradley County, hereinafter referred to as the "Grantee," is for the provision of Statewide Litter Pickup and Litter Prevention Education, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 0000002820

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 participate in the Litter Grant Program litter pick-up and for education on litter abatement and prevention. The program is funded in accordance with TCA 57-5-201 (barrel tax) and TCA 67-4-402 (the bottler and manufacturers of soft drinks). TCA 41-2-123(c) the Commissioner of Transportation is authorized to make grants to the several counties of the state, either through the sheriff or that of mayor or county executive or other appropriate official for the purpose of funding programs for the pick-up of litter and trash along county, state and interstate roads and highways within the respective counties. The Grantees expenditures for Advertising or Promotion of the Litter Trash Collection Program are set by TCA 41-2-123(c).
- A.3. Safety Requirements. The Grantee shall require persons working on or adjacent to the highway right-of-way to wear safety colored vests.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on July 1, 2019 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Sixty Four Thousand Nine Hundred dollars (\$64,900.00) ("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:

Litter Grant Program
 Beautification Office, Environmental Division
 Tennessee Department of Transportation
 James K. Polk Building, Suite 400
 505 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: Beautification Office, Environmental Division, Department of Transportation.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.

- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

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

D. **STANDARD TERMS AND CONDITIONS:**

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

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

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

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

Litter Grant Program
Beautification Office, Environmental Division
Tennessee Department of Transportation
James K. Polk Building, Suite 400
505 Deaderick Street
Nashville, TN 37243-0333

Telephone # (615) 741-2877
Fax # (615) 532-5995

The Grantee:

Steve Lawson, Sheriff
County of Bradley
P.O. Box 1167
Cleveland, TN 37364
slawson@bradleycountyttn.gov
Telephone # 423-728-7300
FAX # 423-473-1505

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison Identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment 2.
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, 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—200.326 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.

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. The Grantee agrees that it will spend a minimum amount of Nineteen Thousand Four Hundred Seventy dollars (\$19,470) for the prevention of litter education under the following categories: Student, Public, Government, Business, and Media Education. No line item changes may result in a decrease in the education allotment specified above. These categories include training and travel expenses though are not limited to sponsorship by the Department of Transportation or Keep Tennessee Beautiful.

IN WITNESS WHEREOF,

BRADLEY COUNTY:

Steve Lawson 6/7/19
GRANTEE SIGNATURE DATE

STEVE LAWSON, BRADLEY COUNTY SHERIFF

DEPARTMENT OF TRANSPORTATION:

Clay Bright 6-28-19
CLAY BRIGHT, COMMISSIONER DATE

Kerrie South for John Reinbold 6/25/19
JOHN REINBOLD, GENERAL COUNSEL DATE

APPROVED AS TO FORM AND LEGALITY

GRANT BUDGET				
Litter Prevention and Litter Prevention Education				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: JULY 1, 2019 END: JUNE 30, 2020				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1.2	Salaries, Benefits & Taxes	\$37,541.18	0.00	\$37,541.18
4, 15	Professional Fee, Grant & Award ²	0.00	0.00	0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$7,888.82	0.00	\$7,888.82
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	\$19,470.00	0.00	\$19,470.00
20	Capital Purchase ²	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	\$64,900.00	0.00	\$64,900.00

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.in.gov/finance/looking-for/policies.html>).

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

GRANT BUDGET LINE-ITEM DETAIL:

OTHER NON-PERSONNEL	AMOUNT
Education expenses to be determined throughout the grant period, to include Student, Public, Media, Business and Government Education.	\$19,470.00
TOTAL	\$19,470.00

Parent Child Information

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

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

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

Grantee's Edison Vendor ID number: 0000002820

Is Bradley County a parent? Yes No

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

Is Bradley County a child? Yes No

If yes, complete the fields below.

Parent entity's name: Bradley County

Parent entity's tax identification number: 62-6000501

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

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

Parent entity's contact information

Name of primary contact person: Missy Harrison

Address: 2290 Blythe Ave., SE., Cleveland, TN 37311

Phone number: 423-728-7316

Email address: mharrison@bradleycountyttn.gov

Parent entity's Edison Vendor ID number, if applicable: 0000002820

BRADLEY COUNTY, TENNESSEE BUDGET AMENDMENT FORM

Date: 21-Aug-18

Requestor: BRADLEY COUNTY SHERIFF

Sub Fund: _____
(If applicable)

INCREASE	/	DECREASE	(circle one)		Amount: \$ <u>25,928.89</u>
Type: <u>REVENUE</u> (Revenue, Expense, Fund Balance, Reserve)					
Account (fund, number, name)		<u>101</u>	<u>47250</u>	<u>LAW ENFORCEMENT GRANTS</u>	
Line item (number & name) _____					

INCREASE	/	DECREASE	(circle one)		Amount: \$ <u>25,928.89</u>
Type: <u>EXPENSE</u> (Revenue, Expense, Fund Balance, Reserve)					
Account (fund, number, name)		<u>101</u>	<u>54120</u>	<u>SPECIAL PATROL - TRAFFIC SAFETY</u>	
Line item (number & name)		<u>106</u>		<u>DEPUTIES</u>	<u>\$15,354.80</u>
Line item (number & name)		<u>201</u>		<u>SOCIAL SECURITY</u>	<u>\$1,491.99</u>
		<u>204</u>		<u>STATE RETIREMENT</u>	<u>\$2,656.32</u>
		<u>206</u>		<u>LIFE INSURANCE</u>	<u>\$42.00</u>
Line item (number & name)		<u>207</u>		<u>HEALTH INSURANCE</u>	<u>\$1,000.00</u>
Line item (number & name)		<u>355</u>		<u>TRAVEL</u>	<u>\$2,500.00</u>
Line item (number & name)		<u>716</u>		<u>LAW ENFORCEMENT SUPPLIES</u>	<u>\$2,883.78</u>

Description of amendment (be specific):

The grant was approved by the commission during the budget year 2018 - 2019 but the Highway Safety budget year goes from October through September. This is 4th quarter funds that transfer to this budget year in our budget

FINANCE COMMITTEE RECOMMENDATION:		
Approved: _____	Denied: _____	Date: _____



BRADLEY COUNTY SHERIFF'S OFFICE
BRADLEY COUNTY JUSTICE COMPLEX

2290 Blythe Avenue, SE
Cleveland, TN 37311
www.BradleySheriff.com



Telephone # (423) 728-7300

Fax # (423) 473-1505

To: Director Cassandra Stone

From: Lt. Mario Santos

Date 7/8/2019

Traffic Grant Money

Cassandra,

I have evaluated our current budget for the traffic grant for the third quarter this is where we are as of now. For Personnel Services we have \$20,545.11 this is being distributed in overtime for the next several weekends in attempt to use it before our September 30th deadline arrives. We have \$2500.00 available for travel expense which we plan to use for the Life Savers Conference in Murfreesboro in September. We currently have 2,883.78 left in our Non-Personnel Budget. I have attached a copy of the MPH laser radar that we would like to purchase. The cost of the laser is \$2,399.00. With this purchase we would be left with \$484.74 in the Non-Personnel Budget. Thank you for all you're help.

Lt. Mario Santos

M.A.S.



RESOLUTION 2019- _____
RESOLUTION AUTHORIZING SPCA OF BRADLEY COUNTY TN TO SEIZE AND TAKE INTO CUSTODY ANY DOG FOUND TRESPASSING ON THE PREMISES OF ANOTHER PURSUANT TO TENNESSEE CODE ANNOTATED §44-8-408(j)

WHEREAS, pursuant to Tennessee Code Annotated § 44-8-408(j), a local government may authorize by resolution, an animal control agency to seize and take into custody any dog found trespassing on the premises of another; and

WHEREAS, SPCA of Bradley County TN is a non-profit corporation organized and existing under the laws of the State of Tennessee for the purpose of providing humane rescue and sheltering to animals in Bradley County;

WHEREAS, pursuant to Tennessee Code Annotated § 44-8-408(j), animal control agency is defined as “a county or municipal animal shelter, dog pound, or animal control agency; private humane society; state, county or municipal law enforcement agency; or any combination thereof, that temporarily houses stray, unwanted, or injured animals”; and

WHEREAS, SPCA of Bradley County TN is contractually obligated to provide humane rescue and sheltering to animals in Bradley County through June 30, 2023 and thus meets the statutory definition of “animal control agency”.

NOW, THEREFORE, BE IT RESOLVED by the Bradley County Legislative Body meeting in regular session at Cleveland, Tennessee, on this 3rd day of September, 2019, that SPCA of Bradley County TN is hereby authorized pursuant to Tennessee Code Annotated § 44-8-408(j) to seize and take into custody any dog found trespassing on the premises of another in Bradley County, Tennessee.

ADOPTED this 3rd day of September, 2019.

Johnny Mull, Chairman

Donna A. Simpson, County Clerk

D. Gary Davis, County Mayor

LEASE AGREEMENT

This Lease Agreement is entered into this _____ day of _____, 2019, by and between Bradley County, Tennessee ("Lessor"), acting through its duly authorized County Mayor, D. Gary Davis, and Bradley County Board of Education, acting through its duly authorized Director of Schools, Dr. Linda Cash ("lessee").

RECITALS

Whereas, the Bradley County Board of Education on December 8, 2016, voted unanimously to authorize the Director of Schools to submit a funding proposal to the County Commission for the acquisition and renovation of the former American Uniform building located at 2181 Parker Street, Cleveland, Tennessee 37311, for the intended purpose of housing GOAL Academy, BCS Technology Department, and for the purpose of providing innovative high school programming and learning opportunities in collaboration with business, industry, and community partners; and

Whereas, the Bradley County Commission on April 17, 2017, adopted Resolution 2017-17 authorizing the Bradley County Mayor to enter into a conditional sale agreement with Larry Armour regarding the purchase of the property known as the former American Uniform property, map and parcel numbers 050 A O 004.00, 050 H A 001.00 and 050 A P 001.00 for an amount of two million two hundred thousand dollars (\$2,200,000) and directing the Mayor to obtain an updated appraisal of the subject property; and

Whereas, the Bradley County Mayor on April 17, 2017, entered into a conditional sale agreement with Larry Armour regarding the purchase of the property known as the former American Uniform property, map and parcel numbers 050 A O 004.00, 050 H A 001.00, and 050 A P 001.00 for an amount of two million two hundred thousand dollars (\$2,200,000); and

Whereas, on July 17, 2017, the Bradley County Commission adopted Resolution 2017-37 authorizing the Bradley County Mayor to enter into a deed of trust and promissory note regarding the purchase of the property known as the former American Uniform Property, map and parcel numbers 050 A O 004.00, 050 H A 001.00, and 050 A P 001.00; and

Whereas, on July 27, 2017, the closing on the subject property occurred and a deed of trust, promissory note and other required closing documents were executed by the Bradley County Mayor completing the purchase of said property by Bradley County; and

Whereas, the Bradley County Board of Education on February 14, 2019, voted unanimously to approve one million three hundred thousand dollars (\$1,300,000.00) for the GOAL build out project; and

Whereas, it is the desire of Bradley County and Bradley County Board of Education to provide innovative student experience and experiential learning in STEM; and

Whereas, Bradley County Board of Education wishes to collaborate with business, industry, and non-profit organizations to bridge the gap between business, industry, and education to change

learning pathways and to offer embedded work-based learning experiences and promotion of design thinking; and

Whereas, it is the hope of Bradley County and Bradley County Board of Education that the PIE Innovation Center will help to create a skilled workforce and to prepare students to enter careers that provide a living wage.

In consideration of the mutual promises set forth and for other good and valuable consideration, the sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

- 1. LEASED PREMISES.** In consideration of the prompt payment of the rentals set out herein and the faithful performance by lessee of all of its promises, covenants and obligations, Lessor demises and leases to lessee and lessee accepts for the term and subject to these provisions, the following described real property in Cleveland in Bradley County, Tennessee, and being more particularly described as Map and Parcels 050 H A 001.00, 050 A P 001.00 and 050 A O 004.00:

LOCATED IN THE FOURTH CIVIL DISTRICT OF BRADLEY COUNTY AND IN THE CITY OF CLEVELAND, TENNESSE, TO WIT:

TRACT I:

Beginning at an iron pin located at the intersection of Parker Street and 23rd Street, said point being the Southeastern corner of the herein described parcel; run thence along 23rd Street North 66 degrees 08 minutes 00 seconds West 389.37 feet; thence North 26 degrees 46 minutes 00 seconds East, 79 feet to an iron pin; thence along property of Bradley County Board of Education North 66 degrees 30 minutes 00 seconds West, 102.80 feet to a corner marked by an iron pin; thence along property of Hall Chevrolet (DB207/12) North 37 degrees 06 minutes 00 seconds East, 768.60 feet to a corner marked by an iron pin; thence South 76 degrees 57 minutes 00 seconds East, 393.59 feet to an iron pin; thence along the right of way of Parker Street South 31 degrees 47 minutes 18 seconds West, 214.13 feet to a point; thence South 28 degrees 13 minutes 06 seconds West, 573.97 feet to a point; thence South 24 degrees 31 minutes 15 seconds West, 116.11 feet to a corner marked by an iron pin being the point of beginning. All as shown by survey of Jim Richmond d/b/a Richmond Surveying Co., TRLS#917, dated 6 May 2006.

TRACT II:

Beginning at an iron pin set in the Southwestern corner of the herein described property and the Northwestern corner of property of Bradley County Board of Education, said point also lying in the right of way of Parker Street; run thence along Parker Street North 24 degrees 31 minutes 15 seconds East 30.08 feet to a point; thence continue North 28 degrees 09 minutes 19 seconds East, 567.83 feet to a point; thence North 31 degrees 47 minutes 14 seconds East, 219 feet to a corner marked by an iron pin; thence along property of Gold (DB 1377/692) South 72 degrees 12 minutes 55 seconds East, 241.44 feet to a corner marked by an iron pin; thence following the meanders of Fillauer Branch a chord distance of South 07 degrees 19 minutes 03 seconds

West, 585.54 feet to a 3 inch iron post; thence along Fillauer Family (DB 1175/497) North 67 degrees 06 minutes 24 seconds West, 277.55 feet to a corner marked by a 3 inch iron post; thence South 23 degrees 07 minutes 09 seconds West, 269.57 feet to a 3 inch iron post; thence North 66 degrees 52 minutes 51 seconds West, 205.83 feet to the point of beginning. All as shown by survey of Jim Richmond d/b/a Richmond Surveying Co., TRLS# 917, dated 6 May 2006.

2. **TERM.** The term of this agreement shall be for a period of forty (40) years commencing on September 1, 2019 and ending on August 31, 2059.
3. **RENT.** Lessee will pay to Lessor an annual rent in the amount of one dollar (\$1.00) payable no later than September 30th of each year during the Lease Term.
4. **USE OF LEASED PREMISES.** Lessee shall use the premises described solely for educational purposes, including the PIE Innovation Center to provide career and technical education for the students of Bradley County Schools. Any deviations for this purpose shall be subject to written approval by the Lessor.
5. **OBLIGATIONS OF LESSEE.** Lessee agrees that it will, at its own expense, keep and maintain the demised premises in good condition. Lessee will do all work and make all repairs necessary or advisable to keep the demised premises from deteriorating in value or condition and to restore and maintain the demised premises, with the exception of normal wear and tear and aging consistent with the normal office usage and time.

Lessee covenants and agrees that it shall not make or allow any unlawful, improper, immoral or offensive use of the demised premises or any part of them. Lessee further agrees to maintain and police the area in order to keep the premises in a clean and sanitary condition at all times in compliance with all ordinances and regulations of Bradley County and the City of Cleveland.

6. **COMPLIANCE WITH LAWS.** Lessee agrees to comply with all laws, federal, state and local, including all Resolutions of Bradley County, all rules and regulations of the police, fire and health departments, and all rules and regulations adopted by the County Commission or any board/committee of Bradley County. It is agreed that if Lessor calls the attention of lessee to any violation on the part of lessee, or any of its officers, agents, employees, contractors, subcontractors, licensees or invitees, the lessee shall immediately desist from and correct the violation.
7. **WAIVER OF PROPERTY LIABILITY.** Lessor shall in no way, nor under any circumstances be responsible for any property belonging to lessee, its officers, agents, employees, licensees and invitees that may be stolen, destroyed or in any way damaged, and lessee indemnifies Lessor, its officers, agents and employees from and against any and all claims.
8. **LIABILITY AND INDEMNIFICATION.** Lessee agrees to indemnify and defend Lessor, its officers, agents, servants and employees from and against any and all claims or suits for property loss or damage and/or personal injury, including death, to any and all persons, of any

kind, whether real or asserted, arising out of or in connection with the leasing, maintenance, use, occupancy, existence or location of the demised premises, whether or not caused, in whole or in part, by the alleged negligence of officers, agents, servants, employees, contractors, subcontractors, licensees or invitees of Lessor. Lessee assumes all liability and responsibility of Lessor, its officers, agents, servants and employees for property loss or damage and/or personal injury, including death, to all persons, of any character, whether real or asserted, arising out of or in connection with the leasing, maintenance, use, occupancy, existence or location of the demised premises, whether or not caused, in whole or in part, by the alleged negligence of officers, agents, servants, employees, contractors, subcontractors, licensees or invitees of Lessor. Lessee shall likewise indemnify Lessor for all injury or damage to the premises, whether arising out of or in connection with any and all acts or omissions of lessee, its officers, agents, employees, contractors, subcontractors, licensees, invitees or trespassers, or caused in whole or in part by the alleged negligence of officers, agents, servants, employees, contractors, subcontractors, licensees or invitees of Lessor.

9. **INSURANCE.** Lessee agrees to furnish Bradley County with a certificate of insurance as proof that it has secured and paid for a policy of public liability insurance covering all public risks related to the leasing, use, occupancy, maintenance, existence or location of the premises. The amounts of this insurance shall not be less than the maximum liability that can be imposed on Bradley County under the laws of the state of Tennessee. Lessee will provide a certificate of insurance that certifies coverage. At present, these amounts shall be as follows:

<u>Property damage, each occurrence</u>	<u>\$1,000,000</u>
<u>Personal injury or death, each occurrence</u>	<u>\$1,000,000</u>

Lessee agrees to furnish Bradley County with a certificate of insurance as proof that it has secured and paid for a policy of property insurance covering any loss or damage to the Leased Premises, including all buildings and structures thereon, by reason of fire (extended coverage) and those perils included within the classification of “Special Form Causes of Loss” insurance (with other appropriate endorsements), which insurance shall be in the amount of full replacement value of the Premises as determined by insurance company appraisers or Lessee’s insurance broker.

Lessee agrees to furnish Bradley County with a certificate of insurance as proof that it has secured and paid for a policy of property insurance covering any loss or damage to the Leased Premises, including all buildings and structures thereon, by reason of flood, earthquake, or tornado, which insurance shall be in the amount in line with insurance carried by comparable property owners of comparable properties within the vicinity of the Property.

Lessor shall be named as an “additional insured” on all aforementioned insurance policies.

10. **TERMINATION.** Either Lessor or Lessee may terminate this lease at any time for any reason upon ninety (90) days written notice delivered to the other party.

11. **DEFAULT.** The occurrence of any one or more of the following events shall constitute a default and breach of this Lease Agreement:

- (i) The failure to make any payment of Rent or any other payment required to be made under this Lease Agreement, where such failure shall continue for a period of thirty (30) days after notification in writing of such failure; or
- (ii) The failure by either party to observe or perform any of the provisions of this Lease , where such failure shall continue for a period of thirty (30) days after notification in writing of such failure.

12. ENVIRONMENTAL PROVISIONS. Lessor makes no representations regarding the presence or discovery of hazardous substances or hazardous wastes as defined by the Comprehensive Environmental Response and Liability Act or any hazardous wastes as defined by the Resource Conservation and Recovery Act, or any mold, PCB's, radon or asbestos containing materials, located on, in or about the Leased Premises to be occupied by the Lessee. The parties agree that should any hazardous wastes, hazardous substances, mold, PCB's, radon or asbestos containing materials be determined to be present, Lessee shall indemnify, hold harmless and defend Lessor from all claims, damages, expenses or litigation resulting from the presence of such materials. If hazardous substances are discovered in the Leased Premises or the buildings thereon, then Lessee, shall, at its expense, make all necessary changes and/or corrections so that the building and/or Leased Premises are in compliance with all environmental laws and regulations. In the event that Lessee discovers hazardous materials on the Leased Premises during the Term of the Lease, Lessee shall promptly notify Lessor.

13. RETURNING OF PREMISES. Lessee agrees that it will, at the end of the term of this lease, peaceably deliver to Lessor the demised premises and all appurtenances or improvements on it in a good state of repair, as stated, and vacant, unencumbered and in good and tenantable condition withstanding normal wear and tear.

14. SUBLEASING BY LESSEE. The parties covenant and agree that Lessee shall have the express power and authority to sublease any portion of the Leased Premises and to retain any and all revenues generated from any such agreements pursuant to Tenn. Code Ann. § 49-3-352.

15. ALTERATIONS AND RESTORATION. Lessee shall have the right, at its own expense, to make alterations, attach fixtures and erect additions, structures and install signs in or upon the Leased Premises.

16. VENUE AND JURISDICTION. Lessee covenants and agrees that should any action, whether real or asserted, at law or in equity, arise out of the terms of this agreement, or by Lessee's operations on the leased premises, venue for the action shall lie in Bradley County, Tennessee, with the application of the Laws, Rules, and Precedents of the State of Tennessee.

17. NOTICES. All rent and notices given under this Lease shall be addressed to Lessor at P.O. Box 1167, Cleveland, TN 37364. All notices to Lessee given under this Lease shall be addressed to Lessee at 800 South Lee Hwy, Cleveland, TN 37311. All such notices shall be deemed given upon delivery to a nationally recognized overnight courier or to the postal service for delivery by registered or certified mail, return receipt requested and postage prepaid or by hand delivery.

18. MAINTENANCE. The parties agree that the Leased Premises herein shall be renovated, repaired, and maintained at the sole expense of Lessee. The parties agree that all upkeep, maintenance, and repairs to the Leased Premises, including mowing, trimming, landscaping, HVAC repairs shall be at the sole expense of the Lessee.

The Parties agree that upon termination of this Agreement, all improvements and replacement fixtures of the Leased Premises shall become the property of the Lessor.

19. ENTIRE AGREEMENT. This Lease Agreement contains the entire agreement between the parties hereto with respect to Leased Premises. This Lease may not be amended, modified, released or discharged, in whole or in part, except by an instrument in writing signed by the parties hereto or their respective successors in interest.

20. NONDISCRIMINATION. Lessee covenants by and for itself, its successors, heirs, executors, administrators and assigns, and all persons claiming under or through Lessee, and this Lease is made and accepted upon and subject to the following conditions: that there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, sex, sexual preference, age, religion, marital status, ancestry or national origin in the leasing, subleasing, transferring, use, or enjoyment of the Leased Premises nor shall Lessee itself, or any person claiming under or through Lessee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy, of tenants, lessees, sublessees, subtenants or vendees in the Leased Premises.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

LESSOR:
BRADLEY COUNTY, TENNESSEE

By: _____
D. Gary Davis
Bradley County Mayor

LESSEE:
BRADLEY COUNTY BOARD OF EDUCATION

By: _____
Dr. Linda Cash
Director of Schools

2019 Grant Cycle proposed timeline

- ***August 25** – Announce 2019 grant cycle
- ***September 30 by 4p.m.** – Accept 2019 grant letter of intent applications (see pages 6-7)
- ***October 10** – Committee meeting to review 2019 letter of intent applications
- ***October 11** – Letters to applicants: requests for information/decline
- ***October 30 by 4p.m.** – Accept 2019 full application (see pages 8-13)
- ***November 7** – Committee meeting to review 2019 full applications
- ***November 11** – Committee recommendation to Commission
- ***November 18** – Letters to applicants award/decline
- ***November 19** – Budget amendments submitted to Finance Office for approved projects

Rezoning Request

May 4, 2019

Prepared by the Bradley County Planning & Inspections Office



Legend

Zoning Districts
Zoning Classification

- C-1
- C-2
- C-3
- FAR
- I-1
- I-2
- P-1
- R-1
- R-2

Applicant: Randy Carver
Address: 6839 Georgetown Road NW
Tax Map: 018 Parcel: 015.00
Commission District: 1
Present Zoning: FAR Forestry/Agricultural/Residential
Proposed Zoning: C-2 General Commercial
Current Use: Trucking Company/Scrap
Proposed Use: Used Car Sales



**The Bradley County Regional Planning Commission Did
Not Make a Recommendation on this Rezoning**



RESOLUTION _____
RESOLUTION TO REZONE FROM FAR
FORESTRY/AGRICULTURAL/RESIDENTIAL DISTRICT TO C-2 GENERAL
COMMERCIAL DISTRICT PROPERTY LOCATED AT 6839 GEORGETOWN
ROAD NW AND IDENTIFIED BY TAX MAP: 018 PARCEL: 015.00

WHEREAS, Randy Carver petitioned the Bradley County Planning Commission to rezone from FAR Forestry/Agricultural/Residential to C-2 General Commercial property located at 6839 Georgetown Road NW and identified by Tax Map: 018 Parcel: 015.00 and said Planning Commission on July 18, 2019 did not make a recommendation on the rezoning request;

WHEREAS, Randy Carver requested that the Bradley County Commission consider said petition and notice has been published in a newspaper in general circulation in Bradley County and that the County Commission will hold a public hearing on August 19th, 2019 concerning the passage of this Resolution as required by law, and such hearing having been held.

NOW, THEREFORE BE IT RESOLVED by the county legislative body of Bradley County meeting in session at Bradley County, Tennessee, on the 19th day of August, 2019 that the zoning map of Bradley County, Tennessee be amended to rezone from FAR Forestry/Agricultural/Residential to C-2 General Commercial property located at 6839 Georgetown Road NW and described in Deed Book: 298 Page: 530, Bradley County Register of Deed's Office and identified Tax Map: 018 Parcel: 015.00 as shown on the attached map.

This Resolution shall become effective upon adoption, the public welfare requiring it.

Adopted this 19th Day of August, 2019.

Johnny Mull, Chairman

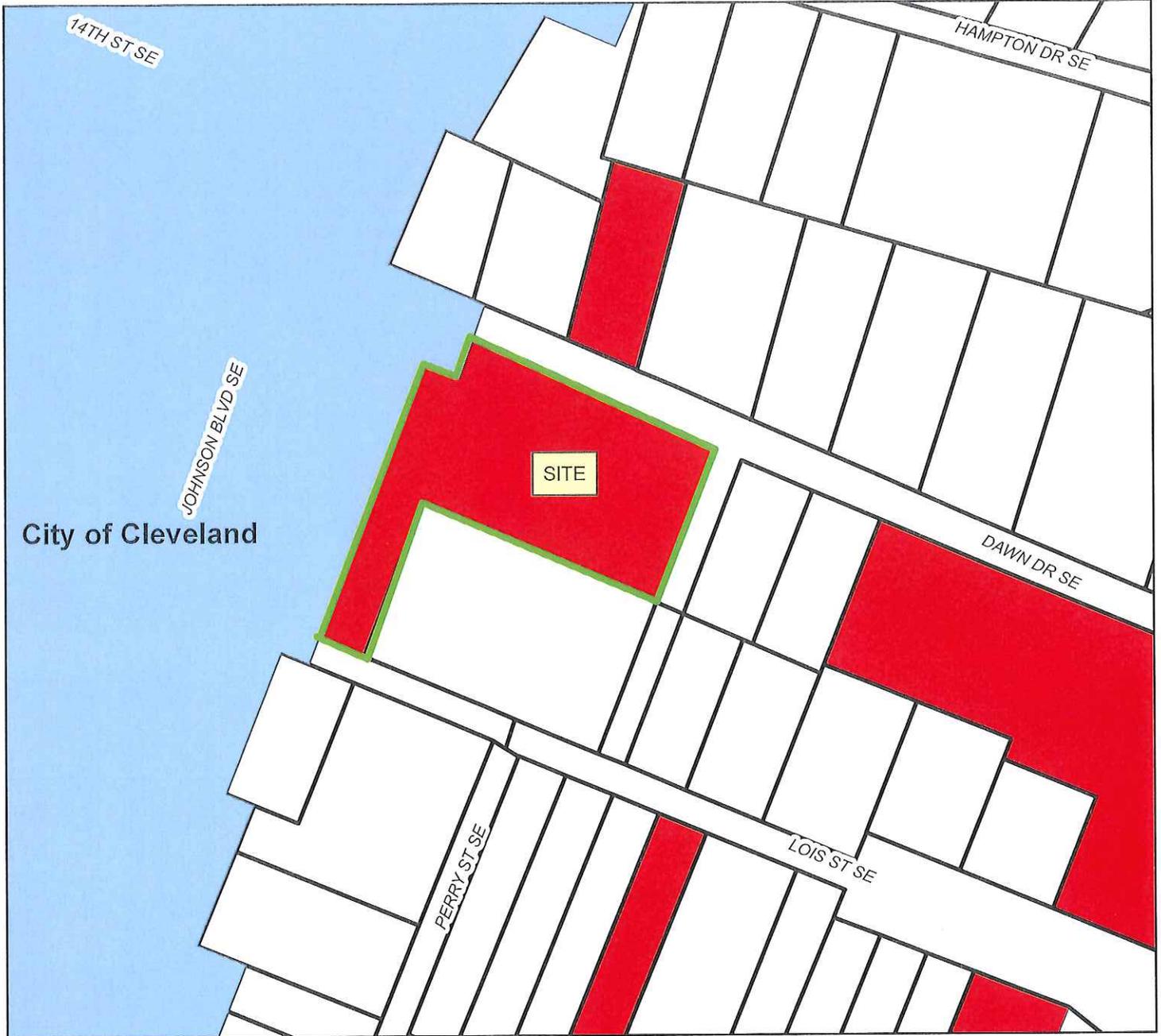
Donna A. Simpson, County Clerk

D. Gary Davis, County Mayor

Rezoning Request

July 8, 2019

Prepared by the Bradley County Planning & Inspections Office



- Legend**
- Zoning Districts**
- Zoning Classification**
- C-1
 - C-2
 - C-3
 - FAR
 - I-1
 - I-2
 - P-1
 - R-1
 - R-2

Applicant: Jordan Fabricating, Inc
 Address: 1108 Lois Street SE, Cleveland, TN 37311
 Tax Map: 058p Group: E Parcel: 018.00
 Commission District: 4
 Present Zoning: C-1 Rural Commercial
 Proposed Zoning: I-1 General Industrial
 Current Use: Fabrication of Metal Products
 Proposed Use: Fabrication of Metal Products
 The Bradley County Regional Planning Commission
 Recommended Approval of this Rezoning Request





RESOLUTION _____

RESOLUTION TO REZONE FROM C-1 RURAL COMMERCIAL DISTRICT TO I-1
GENERAL INDUSTRIAL DISTRICT PROPERTY LOCATED AT 1108 LOIS
STREET SE AND IDENTIFIED BY TAX MAP: 058P GROUP: E PARCEL: 018.00

WHEREAS, Jordan Fabricating, Inc. petitioned the Bradley County Planning Commission to rezone from C-1 Rural Commercial District to I-1 General Industrial property located at 1108 Lois Street SE and identified by Tax Map: 058P Group: E Parcel: 018.00 and said Planning Commission on July 18, 2019 made a recommendation to approve this rezoning request;

WHEREAS, Jordan Fabricating, Inc. requested that the Bradley County Commission consider said petition and notice has been published in a newspaper in general circulation in Bradley County and that the County Commission will hold a public hearing on August 19th, 2019 concerning the passage of this Resolution as required by law, and such hearing having been held.

NOW, THEREFORE BE IT RESOLVED by the county legislative body of Bradley County meeting in session at Bradley County, Tennessee, on the 19th day of August, 2019 that the zoning map of Bradley County, Tennessee be amended to rezone from C-1 Rural Commercial District to I-1 General Industrial property located at 1108 Lois Street SE and described in Deed Book: 1115 Page: 77, Bradley County Register of Deed's Office and identified Tax Map: 058P Group: E Parcel: 018.00 as shown on the attached map.

This Resolution shall become effective upon adoption, the public welfare requiring it.

Adopted this 19th Day of August, 2019

Johnny Mull, Chairman

Donna A. Simpson, County Clerk

D. Gary Davis, County Mayor