

COUNTY COMMISSION MEETING – OCTOBER 21, 2024

The Claiborne County Commission met in regular session on Monday, October 21, 2024 at 6:30 p.m. at the Courthouse in Tazewell, Tennessee. Meeting was opened by Officer Doug Evans. Invocation by Commissioner Zach Mullins. Pledge led by Officer Doug Evans.

AGENDA ITEM #1 – CALL TO ORDER/ROLL CALL:

Chairman Mike Campbell called the meeting to order. County Clerk Karen Hurst called the roll by district. Commissioners present/absent as follows:

PRESENT:

District 1

Zachary Bunch
Dennis Cook
Whitt Shuford

District 2

Haley Barker
Nathan Epperson
Gary Poore

District 3

Mike Campbell
Stacey Crawford
Tim Shrout

District 4

Zach Mullins
Anthony Rowe

District 5

Mitchell Cosby

District 6

Rosemary Barnett
Carolyn Brooks
Steve Mason

District 7

Steve Brogan

Sherry McCreary

District 8

David Mundy
Quintin Rogers

District 9

Dustin Wilson

ABSENT:

District 7

Eric Jones

20 commissioners present

Also present: Jennifer Bryant, Recorder

AGENDA ITEM #2 – APPROVAL OF AGENDA

MOTION: Commissioner Mundy – to approve
SECOND: Commissioner Wilson

Commissioner Cosby requested that an item to recognize all the people who have helped and contributed to the victims of flooding crisis in East Tennessee and North Carolina.
(This added as discussion item #20A under New Business).

Vote on agenda as amended / Motion carried by aye vote

AGENDA ITEM #3 – APPROVAL OF MINUTES

MOTION: Commissioner Epperson– to approve
SECOND: Commissioner Poore

Motion carried by aye vote

AGENDA ITEM #4 – COUNTY OFFICE REPORTS
AGENDA ITEM #5 – COUNTY MAYOR’S REPORT
AGENDA ITEM #6 – COUNTY SHERIFF’S REPORT
AGENDA ITEM #7 – COMMITTEE REPORTS

MOTION: Commissioner Mullins – to approve
SECOND: Commissioner Mason

Motion carried by aye vote

AGENDA ITEM #8 – NOTARY PUBLIC APPOINTMENTS

MOTION: Commissioner McCreary – to approve
SECOND: Commissioner Mundy

Motion carried by aye vote

APPROVED:

Angela Bailey
Alisha Renner
Melissa C. Jarrell

Shelia M. Gambrel
Melissa K. Shockley

Joyce W. Rucker
Kelly Eric Jones

AGENDA ITEM #9 – NOTARY PUBLIC BONDS

MOTION: Commissioner Mullins – to approve

SECOND: Commissioner Shrout

Motion carried by aye vote

APPROVED:

Melissa C. Jarrell

sureties: James D. Estep III and Robert Estep

OLD BUSINESS:

(none)

NEW BUSINESS:

ITEM #1 – FINANCE COMMITTEE APPOINTMENTS

MOTION: Commissioner Rogers – to approve

SECOND: Commissioner McCreary

(At the request of County Attorney Estep, Commissioner Rogers clarified that this is for the Financial Management Committee)

(discussion)

MOTION TO AMEND: Commissioner Brogan – to change all members of the committee

SECOND: Commissioner Mason

(further discussion)

MOTION: Commissioner Mullins – to table item until next month

SECOND: Commissioner Epperson

ROLL CALL VOTE: 10 for; 10 against / Motion failed

FOR: Commissioners Cook, Shuford, Epperson, Poore, Shrout, Mullins, Rowe, Cosby, Brogan, Wilson

AGAINST: Commissioners Bunch, Barker, Campbell, Crawford, Barnett, Brooks, Mason, McCreary, Mundy, Rogers

(further discussion)

ROLL CALL VOTE (on Motion to Amend): 15 for; 5 against / Motion carried

FOR: Commissioners Bunch, Cook, Barker, Epperson, Poore, Campbell, Crawford, Shrout, Mullins, Rowe, Cosby, Barnett, Brooks, Mason, Brogan

AGAINST: Commissioners Shuford, McCreary, Mundy, Rogers, Wilson

****At this time, Chairman Campbell opened the floor for recommendations for appointment of members to the Financial Management Committee**

Nominations given as follows:

Commissioner Rowe – nominated Commissioner Zach Mullins
Commissioner Shuford – nominated Commissioner Haley Barker
Commissioner Rogers – nominated Commissioner David Mundy
Commissioner Bunch – nominated Commissioner Dennis Cook
Commissioner Wilson – nominated Commissioner Whitt Shuford
Commissioner Barnett – nominated Commissioner Mitchell Cosby
Commissioner Brogan – nominated Commissioner Eric Jones
Commissioner McCreary – nominated Commissioner Carolyn Brooks
*** (see notation below)*
Commissioner Cosby – nominated Commissioner Mike Campbell
Commissioner Epperson – nominated Commissioner Gary Poore

MOTION: Commissioner Brooks – to table item until next month
SECOND: Commissioner Poore

ROLL CALL VOTE: 8 for; 12 against / Motion failed

*FOR: Commissioners Campbell, Crawford, Shroud, Mullins, Rowe, Cosby,
Barnett, Brooks*

*AGAINST: Commissioners Bunch, Cook, Shuford, Barker, Epperson, Poore, Mason
Brogan, McCreary, Mundy, Rogers, Wilson*

*****Commissioner Carolyn Brooks requested that her name be withdrawn from the nomination list***

ROLL CALL VOTE AS FOLLOWS: Each commissioner voting for (4):

Commissioner Bunch – Dennis Cook, Whitt Shuford, David Mundy, Mitchell Cosby
Commissioner Cook – Mitchell Cosby, David Mundy, Whitt Shuford, Dennis Cook
Commissioner Shuford – Whitt Shuford, Haley Barker, Zach Mullins, Mike Campbell
Commissioner Barker – Dennis Cook, Eric Jones, Zach Mullins, Haley Barker
Commissioner Epperson – Mike Campbell, Mitchell Cosby, Whitt Shuford, Haley Barker
Commissioner Poore – Whitt Shuford, Haley Barker, Eric Jones, Mike Campbell
Commissioner Campbell – Mike Campbell, Mitchell Cosby, Zach Mullins, David Mundy
Commissioner Crawford – Mike Campbell, Mitchell Cosby, David Mundy, Zach Mullins
Commissioner Shroud – Mike Campbell, Zach Mullins, Whitt Shuford, Gary Poore
Commissioner Mullins – Zach Mullins, Whitt Shuford, Mitchell Cosby, Mike Campbell
Commissioner Rowe – Zach Mullins, Whitt Shuford, Mitchell Cosby, Mike Campbell
Commissioner Cosby – Zach Mullins, David Mundy, Dennis Cook, Mike Campbell
Commissioner Barnett – Mitchell Cosby, David Mundy, Dennis Cook, Mike Campbell

Commissioner Brooks – Mitchell Cosby, David Mundy, Dennis Cook, Mike Campbell
Commissioner Mason – Mike Campbell, Dennis Cook, David Mundy, Mitchell Cosby
Commissioner Brogan – Haley Barker, Whitt Shuford, Eric Jones, Gary Poore
Commissioner McCreary – Haley Barker, Mike Campbell, Dennis Cook, David Mundy
Commissioner Mundy – Mike Campbell, Mitchell Cosby, Dennis Cook, David Mundy
Commissioner Rogers – David Mundy, Zach Mullins, Mitchell Cosby, Mike Campbell
Commissioner Wilson – Whitt Shuford, Mitchell Cosby, Zach Mullins, David Mundy

VOTES AS FOLLOWS:

Commissioner Mike Campbell – (15) votes
Commissioner Mitchell Cosby – (13) votes
Commissioner David Mundy – (12) votes
Commissioners Whitt Shuford and Zach Mullins – (10) votes ea. (tie)

At this time Chairman Campbell announced that another vote would be taken to break the tie between Commissioner Whitt Shuford and Commissioner Zach Mullins to fill the 4th seat.

ROLL CALL VOTE AS FOLLOWS ON THE TIE VOTE:

Commissioner Zachary Bunch – Whitt Shuford
Commissioner Dennis Cook – Whitt Shuford
Commissioner Whitt Shuford – Whitt Shuford
Commissioner Haley Barker – Whitt Shuford
Commissioner Nathan Epperson – Whitt Shuford
Commissioner Gary Poore – Whitt Shuford
Commissioner Mike Campbell – Zach Mullins
Commissioner Stacey Crawford – Zach Mullins
Commissioner Tim Shrout – Zach Mullins
Commissioner Zach Mullins – Zach Mullins
Commissioner Anthony Rowe – Zach Mullins
Commissioner Mitchell Cosby – Zach Mullins
Commissioner Rosemary Barnett – Zach Mullins
Commissioner Carolyn Brooks – Zach Mullins
Commissioner Steve Mason – Zach Mullins
Commissioner Steve Brogan – Whitt Shuford
Commissioner Sherry McCreary – Zach Mullins
Commissioner David Mundy – Zach Mullins
Commissioner Quintin Rogers – Zach Mullins
Commissioner Dustin Wilson – Whitt Shuford

10/21/2024

(Item #1; Financial Management Committee Appointments cont.)

VOTE AS FOLLOWS:

Commissioner Zach Mullins – (12) votes

Commissioner Whitt Shuford – (8) votes

***The Financial Management Committee commissioner members are as follows:
Mike Campbell, Mitchell Cosby, David Mundy and Zach Mullins.***

ITEM #2 – RES. 2024-112 – BOARD OF EDUCATION (budget amendment)

ITEM #3 – RES. 2024-113 – BOARD OF EDUCATION (budget amendment)

ITEM #4 – RES. 2024-114 – BOARD OF EDUCATION (budget amendment)

MOTION: Commissioner Mundy – to combine items #2 thru 4 and approve

SECOND: Commissioner Rogers

ROLL CALL VOTE: 20 for; 0 against / Motion carried

(Resolutions as follows)

Claiborne County Board of Education
RESOLUTION
2024-112

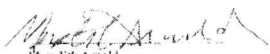
October 21, 2024


WHEREAS, the Claiborne County Board of Education needs to amend the General Purpose Budget to reflect current changes in the following State Funded Grants: LEAPS and Alpha

WHEREAS, this resolution involves no local tax dollars.

BE IT THEREFORE RESOLVED by the Claiborne County Commission in session October 10, 2024 that the Claiborne County Board of Education be authorized to amend the General Purpose Budget by adjusting the following line items:

<u>REVENUE</u>	<u>Increase</u>	<u>Decrease</u>
Account Code No.		
46315 Early Childhood Education	\$ 2,643.96	
 <u>EXPENDITURES</u>		
Account Code No.		
141-73400-105-Alpha Superintendent/Director	\$ 26,373.00	
141-73400-110-Alpha Teachers		\$ (36,990.00)
141-73400-162-Alpha Clerical		\$ (19,000.00)
141-73400-163-Alpha Educational Assistants	\$ 73,388.00	
141-73400-189-Alpha Other Salary and Wages		\$ (14,130.00)
141-73400-201-Alpha Social Security		\$ (2,939.13)
141-73400-204-Alpha State Retirement		\$ (7,975.00)
141-73400-207-Alpha Medical Insurance	\$ 9,700.00	
141-73400-210-Alpha Unemployment	\$ 180.00	
141-73400-212-Alpha Medicare		\$ (1.29)
141-73400-429-Alpha Instructional Supplies		\$ (5,800.00)
141-73400-499-Alpha Other Supplies	\$ 40.32	
141-73300-116-LEAP Teachers		\$ (88,560.00)
141-73300-163-LEAP Educational Assistants	\$ 46,550.00	
141-73300-189-LEAP Other Salary and Wages	\$ 9,000.00	
141-73300-201-LEAP Social Security		\$ (307.50)
141-73300-204-LEAP State Retirement		\$ (430.34)
141-73300-210-LEAP Unemployment	\$ 450.00	
141-73300-212-LEAP Medicare		\$ (71.62)
141-73300-217-LEAP Hybrid Retirement		\$ (500.00)
141-73300-399-LEAP Other Contracted Services	\$ 230.00	
141-73300-429-LEAP Instructional Supplies	\$ 2,259.46	


 Vere-Hitt Azeola
 Claiborne County Schools


 David Mundy
 Commission Director


 Karen Blythe
 School Finance

FILED 10-3-24
 KAREN HURST, COUNTY CLERK
 BY: _____ D.C.

Claiborne County Board of Education
RESOLUTION
2024-113

October 10, 2024


WHEREAS, the Claiborne County Board of Education has received \$ 17,268.47 dollars in JUUL Lawsuit Settlement Funding that needs to be added to the General Purpose Budget and,

WHEREAS, the balance of the 2023-2024 JUUL funding is in fund balance, \$ 35,697.00 total dollars;

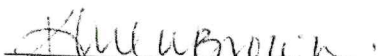
WHEREAS, this resolution involves no local tax dollars.

BE IT THEREFORE RESOLVED by the Claiborne County Commission in session October 21, 2024 that the Claiborne County Board of Education be authorized to amend the **General Purpose Budget** by adjusting the following line items.

<u>REVENUE</u>	<u>INCREASE</u>	<u>DECREASE</u>
Account Code No.		
48990 Other Revenue	\$ 17,268.47	
39000 Unassigned Fund Balance		\$ 35,697.00
 <u>EXPENDITURES</u>		
Account Code No.		
141-72120-499-Well Other Supplies	\$ 52,965.47	


Meredith Arnold
Claiborne County Schools Director


David Mundy
Commission Sponsor


Karen Brown
School Finance

FILED *10-3-24*
KAREN HURST, COUNTY CLERK
BY:  -D.G.

Claiborne County Board of Education
RESOLUTION
2024-114

October 10, 2024

WHEREAS, the Claiborne County Board of Education has received dollars in scrap sales insurance recovery, and wellness survey's

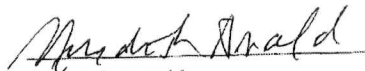
WHEREAS, this resolution involves no local tax dollars.

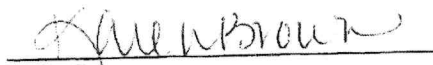
BE IT THEREFORE RESOLVED by the Claiborne County Commission in session October 21, 2024 that the Claiborne County Board of Education be authorized to amend the **General Purpose Budget** by adjusting the following line items.

<u>REVENUE</u>		<u>INCREASE</u>
Account Code No.		
49700	Insurance Recovery	\$ 7,731.58
44170	Misc Refunds	\$ 3,000.00
44145	Sale of Recycled Materials	\$ 1,615.40


EXPENDITURES

Account Code No.		
141-72710-453	Vehicle Parts	\$ 1,615.40
141-72120-499	Other Supplies & Materials	\$ 3,000.00
141-72310-599	Other Charges	\$ 7,731.58


Meredith Arnold
Claiborne County Schools


Karen Brown
School Finance


David Mundy
Commission Sponsor

FILED 10324
KAREN HURST, COUNTY CLERK
BY: 
-D.C.

ITEM #5 – RES. 2024-115 – REMOVING THE ADDITIONAL \$25 WHEEL TAX GOING TO THE CLAIBORNE CO. HIGHWAY DEPT.

MOTION: Commissioner Epperson – to approve

SECOND: Commissioner Barker

(discussion)

ROLL CALL VOTE: 7 for; 13 against / Motion failed

FOR: Commissioners Shuford, Barker, Epperson, Poore, Shrout, Mullins, Brogan

AGAINST: Commissioners Bunch, Cook, Campbell, Crawford, Rowe, Cosby, Barnett, Brooks, Mason, McCreary, Mundy, Rogers, Wilson

ITEM #6 – RES. 2024-116 – REMOVING THE \$25 WHEEL TAX GOING TO THE CLAIBORNE COUNTY JUSTICE CENTER

MOTION: Commissioner Cosby – to approve (1st reading)

SECOND: Commissioner Brooks

ROLL CALL VOTE: 20 for; 0 against / Motion carried
(Resolution as follows)

RESOLUTION NO. 2024-116

RESOLUTION REMOVING THE TWENTY-FIVE DOLLAR (\$25) WHEEL TAX GOING TO DEBT SERVICE FOR THE CLAIBORNE COUNTY JUSTICE CENTER

WHEREAS, a twenty-five dollar (\$25) wheel tax was established to cover the expenses for the construction of a new justice center through the issuance of a bond; and

WHEREAS, there is enough money in the escrow account to make the last two payments on the existing bond; and

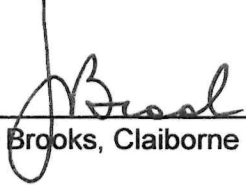
WHEREAS, Claiborne County wishes to lessen the tax burden on its citizens; and so,

NOW, THEREFORE, BE IT RESOLVED for the purpose of approving or rejecting the provisions of this resolution, the twenty-five dollar (\$25) wheel tax funding the debt service for the Justice Center shall be removed upon being approved by two-thirds (2/3) majority vote of the county legislative body at two consecutive regularly scheduled meetings.

IT IS FURTHER RESOLVED should this resolution meet the above criteria, the additional twenty-five (\$25) wheel tax going to debt service for the repayment of the jail bond shall be terminated on December 31, 2024.

IT IS THEREFORE RESOLVED this resolution shall take effect upon its passage, the public welfare requiring it.

PASSED AND APPROVED this the 21st day of October, 2024.



Joe Brooks, Claiborne County Mayor

Mitchell Cosby, County Commissioner

ATTEST:



Karen Hurst, County Clerk

ITEM #7 – RES. 2024-117 – HIGHWAY DEPARTMENT (budget amendment)

MOTION: Commissioner Mundy – to approve

SECOND: Commissioner Mason

ROLL CALL VOTE: 19 for; 1 against / Motion carried

*FOR: Commissioners Bunch, Cook, Shuford, Barker, Epperson, Poore, Campbell,
Crawford, Shrout, Mullins, Rowe, Cosby, Barnett, Brooks, Mason,
McCreary, Mundy, Rogers, Wilson*

AGAINST: Commissioner Brogan

(Resolution as follows)

Resolution 2024- 117

Claiborne County Highway Department
Budget Amendment

WHEREAS, due to Hurricane Helene, Claiborne County experienced high winds that resulted in fallen trees throughout the county. It would be extremely beneficial due to the severity and frequency of storms in the county, a Brush Truck would be beneficial to debris removal.

WHEREAS, the Claiborne County Highway Department owns a Caterpillar Excavator that is in need of major engine repair and track repair.

THEREFORE, the following transaction must be approved by the County Commission in order for these monies to be expensed.

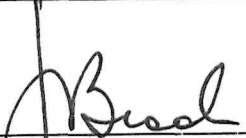
	<u>Decrease</u>	<u>Increase</u>
131-68000-714 Highway Equipment		\$225,000
131-62000-399 Contracted Services		\$ 75,000
131-34550 Fund Balance	\$300,000	
TOTAL	\$300,000	\$300,000

THEREFORE, BE IT RESOLVED, by the County Commission of Claiborne County, Tennessee assembled in regular session on this 21st day of October 2024 that this resolution be approved.

BE IT FURTHER RESOLVED, that this resolution shall take place from and after its passage, the public welfare requiring it.

PASSED AND APPROVED, this 21st day of October 2024.


RONNIE PITTMAN, ROAD SUPERINTENDENT


JOSEPH BROOKS, COUNTY MAYOR

DAVID MUNDY
SPONSOR

ATTEST:


KAREN HURST, COUNTY CLERK

FILED 10-7-24
KAREN HURST, COUNTY CLERK
BY:  D.C.

10/21/2024

ITEM #8 – RES. 2024-118 HIGHWAY DEPT. (budget amendment-state aid roads)

MOTION: Commissioner Mundy – to approve

SECOND: Commissioner Mason

*ROLL CALL VOTE: 20 for; 0 against / Motion carried
(Resolution as follows)*

Resolution 2024- 118

Claiborne County Highway Department

Budget Amendment – State Aid Roads

WHEREAS, the State of Tennessee has increased the state aid funding for the fiscal year 2024-2025. The amount of increase is \$68,074. The State of Tennessee is increasing this because additional funds were remaining after the closing of fiscal year 2023-2024.

WHEREAS, this is new money that needs to be placed in the budget for the 2024-2025 fiscal year.

THEREFORE, the following transaction must be approved by the County Commission in order for these monies to be expensed.

	<u>Expense</u>	<u>Revenue</u>
131-68000-726 State Aid Roads	\$68,074	
131-46420 State Aid Program		\$68,074

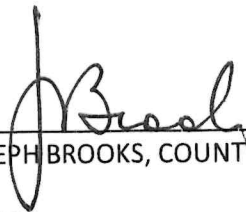
THEREFORE, BE IT RESOLVED, by the County Commission of Claiborne County, Tennessee assembled in regular session on this 21st day of October 2024 that this resolution be approved.

BE IT FURTHER RESOLVED, that this resolution shall take place from and after its passage, the public welfare requiring it.

PASSED AND APPROVED, this 21st day of October 2024.

RONNIE PITTMAN, ROAD SUPERINTENDENT

DAVID MUNDY
SPONSOR



JOSEPH BROOKS, COUNTY MAYOR

ATTEST:



KAREN HURST, COUNTY CLERK

FILED 10-7-24
KAREN HURST, COUNTY CLERK
BY: KH D.C.

ITEM #9 – RES. 2024-119 – PROPERTY ASSESSOR (budget amendment)

MOTION: Commissioner McCreary – to approve
SECOND: Commissioner Mullins

ROLL CALL VOTE: 20 for; 0 against / Motion carried
(Resolution as follows)

RESOLUTION NO. 2024- 119

BUDGET AMENDMENT FOR PROPERTY ASSESSOR

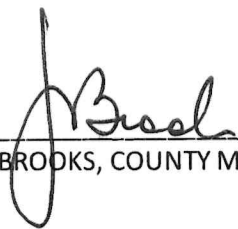
WHEREAS, the Property Assessor requires some adjustments to the adopted FY 2025 County Budget to ensure that budget appropriations are on the appropriate expenditure lines and are aligned with anticipated expenses;

NOW, THEREFORE, the Claiborne County Commission approves the following budget amendment in order for these monies to be expended:

		<u>Increase</u>	<u>Decrease</u>
101-52310-330	Operating Lease Payments	\$ 700	
101-52310-524	Staff Development		\$ 700

NOW, THEREFORE, BE IT RESOLVED by the Claiborne County Commission, meeting in regular session on the 21st day of October 2024, that this resolution is approved.

BE IT FURTHER RESOLVED that this resolution will take effect upon its passage, the public welfare requiring it. Duly passed and approved this 21st day of October 2024.



JOE BROOKS, COUNTY MAYOR

/s/ Sherry McCreary
SPONSOR

ATTEST:



KAREN HURST, COUNTY CLERK

FILED 10-9-24
KAREN HURST, COUNTY CLERK
BY: ph D.C.

ITEM #10 – RES. 2024-120 – CAPITAL OUTLAY NOTE (landfill truck)

MOTION: Commissioner Rowe – to approve

SECOND: Commissioner Mason

ROLL CALL VOTE: 19 for; 1 against / Motion carried

*FOR: Commissioners Bunch, Cook, Barker, Epperson, Poore, Campbell, Crawford,
Shrout, Mullins, Rowe, Cosby, Barnett, Brooks, Mason, Brogan,
McCreary, Mundy, Rogers, Wilson*

*AGAINST: Commissioner Shuford
(Resolution as follows)*

Capital Outlay Note Resolution

Resolution No. 2024- 120

RESOLUTION OF THE GOVERNING BODY OF
CLAIBORNE COUNTY, TENNESSEE,
AUTHORIZING THE ISSUANCE, SALE, AND PAYMENT OF
THE 2024 COUNTY LANDFILL GARBAGE TRUCK THREE YEAR CAPITAL OUTLAY NOTES
NOT TO EXCEED \$390,000

WHEREAS, the Governing Body of the Claiborne County Tennessee, (the "Local Government") has determined that it is necessary and desirable to issue capital outlay notes in order to provide funds for the following public works project: County Landfill Garbage Truck (the "Project"); and

WHEREAS, the Governing Body has determined that the Project is a public works project within the meaning of the Act (as defined below); and

WHEREAS, under the provisions of Parts I, IV and VI of Title 9, Chapter 21, Tennessee Code Annotated (the "Act"), local governments in Tennessee are authorized to finance the cost of this Project through the issuance and sale of interest-bearing capital outlay notes upon the approval of the Comptroller of the Treasury or Comptroller's designee; and

WHEREAS, the Governing Body finds that it is advantageous to the Local Government to authorize the issuance of capital outlay notes to finance the cost of the Project;

NOW THEREFORE, BE IT RESOLVED by the Governing Body of Claiborne County Tennessee, as follows:

Section 1. For the purpose of providing funds to finance the cost of the Project, the chief executive officer of the Local Government is hereby authorized in accordance with the terms of this resolution, and upon approval of the Comptroller of the Treasury or Comptroller's designee, to issue and sell interest-bearing capital outlay notes in a principal amount not to exceed three hundred and ninety thousand Dollars (\$390,000) (the "Notes"). The Notes shall be designated "Claiborne County Landfill Garbage Truck Capital Outlay Notes, Series 2024"; shall be numbered serially from 1 upwards; shall be dated as of the date of issuance; shall be in denomination(s) as agreed upon with the purchaser; shall be sold at not less than 99% of par value plus accrued interest if any; and shall bear interest at a rate or rates not to exceed eight per cent (8%) per annum, and in no event shall the rate exceed the legal limit provided by law.

Section 2. The Notes shall mature three (3) fiscal years after the fiscal year of issuance and, unless otherwise approved by the Comptroller of the Treasury or Comptroller's designee, the Notes shall be amortized through mandatory redemption in amounts reflecting level debt service on the Notes or an equal amount of principal paid in each fiscal year as is agreed upon by the chief executive officer and the Purchaser. The principal

amount paid in each fiscal year shall be set forth in the form of the Note. The weighted average maturity of the Notes shall not exceed the reasonably expected weighted average life of the Project which is hereby estimated to be fifteen years.

Section 3. The Notes shall be subject to redemption at the option of the Local Government, in whole or in part, at any time, at the principal amount and accrued interest to the date of redemption, without a premium, or, if sold at par, with or without a premium of not exceeding one percent (1%) of the principal amount as determined with the purchaser.

Section 4. The Notes shall be direct general obligations of the Local Government, for which the punctual payment of the principal and interest on the Notes, the full faith and credit of the Local Government is irrevocably pledged, and the Local Government hereby pledges its taxing power as to all taxable property in the Local Government for the purpose of providing funds for the payment of principal of and interest on the Notes. The Governing Body of the Local Government hereby authorizes the levy and collection of a special tax on all taxable property of the Local Government over and above all other taxes authorized by the Local Government to create a sinking fund to retire the Notes with interest as they mature in an amount necessary for that purpose.

Section 5. The Notes shall be executed in the name of the Local Government; shall bear the signature of the chief executive officer of the Local Government and the signature of the recording officer of the Local Government and shall be payable as to principal and interest at the office of recording officer of the Local Government or at the office of the paying agent duly appointed by the Local Government. Proceeds of the Notes shall be deposited with the official designated by law as custodian of the funds of the Local Government. All proceeds shall be paid out for financing the Project pursuant to this Resolution and as required by law.

Section 6. The Notes will be issued in fully registered form and that at all times during which any Note remains outstanding and unpaid, the Local Government or its agent shall keep or cause to be kept at its office a note register for the registration, exchange or transfer of the Notes. The note register, if held by an agent of the Local Government, shall at all times be open for inspection by the Local Government or any duly authorized officer of the Local Government. Each Note shall have the qualities and incidents of a negotiable instrument and shall be transferable only upon the note register kept by the Local Government or its agent, by the registered owner of the Note in person or by the registered owner's attorney duly authorized in writing, upon presentation and surrender to the Local Government or its agent together with a written instrument or transfer satisfactory to the Local Government duly executed by the registered owner or the registered owner's duly authorized attorney. Upon the transfer of any such Note, the Local Government shall issue in the name of the transferee a new registered note or notes of the same aggregate principal amount and maturity as the surrendered Notes. The Local Government shall not be obligated to make any such Note transfer during the fifteen (15) days next preceding an interest payment date on the Notes or, in the case of any redemption of the Notes, during the forty-five (45) days next preceding the date of redemption.

Section 7. The Notes shall be in substantially the form attached as Attachment 1 with only changes as are necessary or appropriate to comply with the requirements of the purchaser thereof as determined by the chief executive officer.

Section 8. The Notes shall be sold through the informal bid process provided in Tenn. Code Ann. Section 9-21-609.

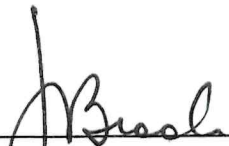
Section 9. The Notes shall not be sold until receipt of the Comptroller of the Treasury or Comptroller's Designee's written approval for the sale of the Notes.

Section 10. The chief executive officer is authorized to designate the Notes as qualified tax-exempt obligations for the purpose of Section 265(b) (3) of the Internal Revenue Code of 1986 if so eligible to be designated.

Section 11. After the sale of the Notes, and for each year that any of the Notes are outstanding, the Local Government shall prepare an annual budget and budget ordinance in a form consistent with accepted governmental standards and as approved by the Comptroller of the Treasury or Comptroller's designee. The budget shall be kept balanced during the life of the Notes and shall appropriate sufficient monies to pay all annual debt service. The annual budget and ordinance shall be submitted to the Comptroller of the Treasury or Comptroller's designee immediately upon its adoption; however, it shall not become the official budget for the fiscal year until such budget is approved by the Comptroller of the Treasury or Comptroller's Designee in accordance with Title 9, Chapter 21, Tennessee Code Annotated (the "Statutes"). If the Comptroller of the Treasury or Comptroller's designee determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes, or as directed by the Comptroller of the Treasury or Comptroller's designee.

Section 12. All orders or resolutions in conflict with this Resolution are hereby repealed insofar as such conflict exists and this Resolution shall become effective immediately upon its passage.

Duly passed and approved this 21st day of October, 2024.



Joe Brooks, County Mayor
ATTEST



Karen Hurst, County Clerk

/s/ Anthony Rowe
County Commissioner

FILED 10-9-24
KAREN HURST, COUNTY CLERK
KH D-S

ITEM #11 – RES. 2024-121 – DISTRICT ATTORNEY GENERAL (budget amendment-ICJR Grant)

MOTION: Commissioner McCreary – to approve

SECOND: Commissioner Mullins

ROLL CALL VOTE: 20 for; 0 against / Motion carried
(Resolution as follows)

RESOLUTION NO. 2024- 121

BUDGET AMENDMENT FOR DISTRICT ATTORNEY GENERAL – ICJR GRANT

WHEREAS, the District Attorney General has received an Improving Criminal Justice Response (ICJR) grant for victims support services for Fiscal Year 2025; and

WHEREAS, the County’s 2025 budget needs to be amended to accurately reflect the Fiscal Year 2025 ICJR grant to align County budget line items with the approved grant budget line items;

NOW, THEREFORE, the Claiborne County Commission approves the following budget amendment in order for these monies to be expended:

		<u>Revenue</u>	<u>Expense</u>
101-46290-ICJR	Other Public Safety Grants	\$10,500	
101-53600-599-ICJR	Other Charges		\$10,500

NOW, THEREFORE, BE IT RESOLVED by the Claiborne County Commission, meeting in regular session on the 21st day of October 2024, that this resolution is approved.

BE IT FURTHER RESOLVED that this resolution will take effect upon its passage, the public welfare requiring it. Duly passed and approved this 21st day of October 2024.



JOE BROOKS, COUNTY MAYOR

/s/ Sherry McCreary
SPONSOR

ATTEST:



KAREN HURST, COUNTY CLERK

FILED 10-9-24
KAREN HURST, COUNTY CLERK
BY: ph D.C.

ITEM #12 – RES. 2024-122 – FJC CONTRIBUTIONS (budget amendment)

MOTION: Commissioner McCreary – to approve
SECOND: Commissioner Mullins

ROLL CALL VOTE: 20 for; 0 against / Motion carried
(Resolution as follows)

RESOLUTION NO. 2024- 122

BUDGET AMENDMENT FOR FAMILY JUSTICE CENTER CONTRIBUTIONS

WHEREAS, the Family Justice Center (FJC) receives contributions from citizens throughout the year to support the operations of the FJC; and

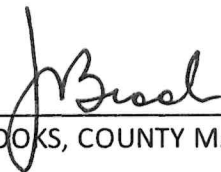
WHEREAS, this resolution recognizes contributions received in 2024; now

THEREFORE, the Claiborne County Commission must approve the following budget amendment in order for these monies to be expensed.

		<u>Expense</u>	<u>Revenue</u>
101-53600-499	Other Supplies & Materials	\$50	
101-48130	Contributions		\$50
	Total	\$50	\$50

NOW THEREFORE, BE IT RESOLVED, by the Claiborne County Commission, meeting in regular session on the 21st day of October 2024.

BE IT FURTHER RESOLVED, that this resolution will take effect upon its passage, the public welfare requiring it. Duly passed and approved this 21st day of October 2024.



JOE BROOKS, COUNTY MAYOR

/s/ Sherry McCreary
SPONSOR

ATTEST:



KAREN HURST, CLERK

FILED 10-9-24
KAREN HURST, COUNTY CLERK
BY: kh D.C.

ITEM #13 – RES. 2024-123 – REQUEST FOR PROPOSAL FOR SALARY STUDY FOR COUNTY EMPLOYEES

MOTION: Commissioner Wilson – to approve with the amendment that the study will not include employees of the school system.

SECOND: Commissioner McCreary

ROLL CALL VOTE: 11 for; 9 against / Motion carried

FOR: Commissioners Shuford, Epperson, Poore, Campbell, Crawford, Shrout, Mullins, Rowe, Cosby, McCreary, Wilson

AGAINST: Commissioners Bunch, Cook, Barker, Barnett, Brooks, Mason, Brogan, Mundy, Rogers

(Resolution as follows)

RESOLUTION NO. 2024-123

ISSUE REQUEST FOR PROPOSAL FOR SALARY STUDY FOR COUNTY EMPLOYEES

WHEREAS, several commissioners raised concern about the low pay for county employees at the August 19, 2024 commission meeting; and

WHEREAS, low pay for employees creates problems in recruiting and retaining staff; and

WHEREAS, there is no established plan to address the problem of low pay for county employees; and

WHEREAS, a consultant can be hired to conduct a market survey study of employee salaries and benefits and identify the extent to which county pay is below market and comparable jurisdictions, and to recommend options for increasing county pay, and to identify any significant variances in benefits;

NOW, THEREFORE, BE IT RESOLVED, the Claiborne County Commission, meeting in regular session on the 21st day of October, 2024, hereby authorizes and directs the County Finance Director to issue a Request for Proposal for a salary and benefit survey for county employees, and to bring the results of the RFP back to the commission in order to determine whether to proceed with a study.

BE IT ALSO RESOLVED that the school system employees are not included in this study.

IT IS FURTHER RESOLVED this resolution shall take effect upon its passage, the public welfare requiring it. Duly passed and approved this 21st day of October, 2024.



Joe Brooks, County Mayor

Dustin Wilson

County Commissioner Sponsor

ATTEST:



Karen Hurst, County Clerk

ITEM #14 – RES. 2024-124 – GENERAL SESSIONS COURT (budget amendment)

MOTION: Commissioner McCreary – to approve
SECOND: Commissioner Brogan

ROLL CALL VOTE: 20 for; 0 against / Motion carried
(Resolution as follows)

RESOLUTION NO. 2024-124

BUDGET AMENDMENT FOR GENERAL SESSIONS COURT

WHEREAS, anticipated conference and travel expenses for the General Sessions Court in FY 2025 are higher than the amounts included in the FY 2025 Appropriations Resolution;

NOW, THEREFORE, the Claiborne County Commission approves the following budget amendment in order to provide adequate funding for these expenses:

		<u>Increase</u>	<u>Decrease</u>
101-53300-355	Travel	\$1,000	
101-53300-399	Other Contracted Services		\$1,000

NOW, THEREFORE, BE IT RESOLVED by the Claiborne County Commission, meeting in regular session on the 21st day of October 2024, that this resolution is approved.

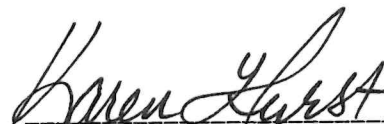
BE IT FURTHER RESOLVED that this resolution will take effect upon its passage, the public welfare requiring it. Duly passed and approved this 21st day of October 2024.



JOE BROOKS, COUNTY MAYOR

/s/ Sherry McCreary
SPONSOR

ATTEST:



KAREN HURST, COUNTY CLERK

FILED 10-9-24
KAREN HURST, COUNTY CLERK
BY: ph B-G

ITEM #15 – RES. 2024-125 – FY 2024 SRO GRANT REPAYMENT (budget amendment)

MOTION: Commissioner Shrout – to approve

SECOND: Commissioner Epperson

ROLL CALL VOTE: 20 for; 0 against / Motion carried
(Resolution as follows)

RESOLUTION NO. 2024-125

BUDGET AMENDMENT FOR FY 2024 SRO GRANT REPAYMENT

WHEREAS, the Claiborne County Sheriff’s Office was awarded a Statewide School Resource Officer grant from the State of Tennessee Department of Safety and Homeland Security; and

WHEREAS, the fiscal year 2024 grant award was limited to maximum reimbursement of \$900,000 with funding restricted to \$75,000 per School Resource Officer (SRO) per school, with reimbursable expenses limited to funding one SRO per school for expenses directly related to placing an SRO in the school, including salary, benefits, training and equipment; and

WHEREAS, the State made a lump sum payment of \$900,000 to Claiborne County in July 2023, but grant funding does not carry forward after FY 2024, and a Final Expenditures and Accounting Report for FY 2024 was due at the end of the grant contract to document actual costs for reimbursement; and

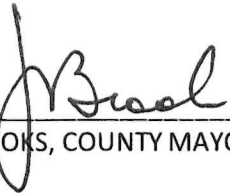
WHEREAS, the Final Expenditures report submitted to and approved by the State identified actual FY 2024 expenses of \$731,786.94, requiring repayment to the State for the unspent amount of \$168,213.06;

NOW, THEREFORE, the Claiborne County Commission approves the following budget amendment in order for these monies to be expended:

		<u>Revenue</u>	<u>Expense</u>
101-39000	Unassigned Fund Balance	\$168,213.06	
101-58400-731	SRO Grant Repayment		\$168,213.06

NOW, THEREFORE, BE IT RESOLVED by the Claiborne County Commission, meeting in regular session on the 21st day of October 2024, that this resolution is approved.

BE IT FURTHER RESOLVED that this resolution will take effect upon its passage, the public welfare requiring it. Duly passed and approved this 21st day of October 2024.



JOE BROOKS, COUNTY MAYOR

/s/ Tim Shrout

SPONSOR

ATTEST:



KAREN HURST, COUNTY CLERK

FILED 10-9-24
KAREN HURST, COUNTY CLERK
BY: PH P.C.

ITEM #16 – RES. 2024-126 – APPROVING CLEARFORK UTILITY DISTRICT SUBAWARD AGREEMENT

MOTION: Commissioner Wilson – to approve

SECOND: Commissioner Shrout

ROLL CALL VOTE: 20 for; 0 against / Motion carried
(Resolution as follows)

RESOLUTION NO. 2024- 126

RESOLUTION APPROVING CLEARFORK UTILITY DISTRICT SUBAWARD AGREEMENT

WHEREAS, Claiborne County received \$6.2 million in American Rescue Plan Act (ARPA) funds through the U.S. Department of the Treasury; and

WHEREAS, the rules governing ARPA funds require that these funds be obligated by December 31, 2024; and

WHEREAS, an adopted budget, appropriation or resolution is not an obligation under ARPA rules, but obligation requires an order placed for property and services and entering into contracts, subawards, interagency agreements or similar transactions that require payment; and

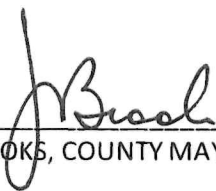
WHEREAS, not all \$6.2 million in County ARPA funds has been obligated, and that obligation of these funds requires adoption of a subaward agreement with Clearfork Utility District; and

WHEREAS, the attached subaward agreement ensures that \$364,660 in ARPA funds allocated in County Commission resolutions 2024-044 and 2024-101 is obligated in compliance with ARPA rules prior to December 31, 2024;

NOW, THEREFORE, the Claiborne County Commission approves the attached Subaward Agreement with Clearfork Utility District and authorizes the Mayor to sign the agreement on behalf of Claiborne County;

NOW, THEREFORE, BE IT RESOLVED by the Claiborne County Commission, meeting in regular session on the 21st day of October 2024, that this resolution is approved.

BE IT FURTHER RESOLVED that this resolution will take effect upon its passage, the public welfare requiring it. Duly passed and approved this 21st day of October 2024.



JOE BROOKS, COUNTY MAYOR

/s/ Dustin Wilson

SPONSOR

ATTEST:



KAREN HURST, COUNTY CLERK

FILED 10-9-24
KAREN HURST, COUNTY CLERK
BY:  D.G.

**Claiborne County
American Rescue Plan Act Funds
Subaward Agreement**

Federal Awarding Agency: United States Department of the Treasury
Federal Award: Coronavirus State and Local Fiscal Recovery Funds (SLFRF)
Assistance Listing Number: 21.027
Project Title: Clearfork Utility District Water Plant and Water Line Projects
Award Period of Performance: September 16, 2024 – December 31, 2026
Subaward Amount: \$364,660
Claiborne County Point of Contact: Eric Pearson, financedirector@claibornecountytn.gov
Subrecipient Name: Clearfork Utility District
Point of Contact: Andy Maiden
Subrecipient Address: 5667 Highway 90; PO Box 63; Clairfield, TN 37715

Subaward Agreement

Section 603(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021), authorizes recipients to use allocated Coronavirus Local Fiscal Recovery Funds to respond to the public health emergency with respect to COVID-19 or its negative economic impacts by providing assistance to eligible subrecipients.

Claiborne County and Subrecipient hereby agree, as a condition to receiving such payment from Claiborne County, to the terms attached hereto.

Subrecipient:

Authorized Representative, Clearfork Utility District

Title: _____

Date: _____

Claiborne County
County Mayor

Mayor

Date: _____

Claiborne County
Coronavirus Local Fiscal Recovery Fund
Subaward Terms and Conditions

1. Use of Funds.
 - a. Subrecipient understands and agrees that the funds disbursed under this Subaward may only be used in compliance with section 603(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
 - b. Subrecipient will determine prior to accepting this Subaward that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the approved project.
2. Project: Attached hereto as "Attachment A" and incorporated herein is the project Scope of Work which includes the following items
 - a. Project Description
 - b. Budget Narrative
3. Period of Performance. The Period of Performance for this Subaward begins on the "Subaward Date" provided in this agreement and ends no later than December 31, 2026. The project Scope of Work covered by this Subaward Agreement will be performed as set forth in "Attachment A" until completed. If the Subrecipient has not completed the Scope of Work covered by this project and submitted all requested reporting documentation to Claiborne County by December 31, 2026, all remaining and unexpended Subaward funds will be retained by Claiborne County.
4. Budget Narrative. Included hereto within "Attachment A" and incorporated herein is the Budget Narrative. The Subrecipient shall adhere to the Budget Narrative as outlined in "Attachment A". Funds awarded under this Subaward can only be expended on activities, equipment or supplies that are part of the Budget Narrative as set forth in "Attachment A". As stated in Attachment A, funds can be moved between projects or to a new project(s) under the condition that the Subrecipient communicates these planned changes to the Claiborne County Finance Director. The Director will ensure sufficient funds are available and that any new project is within substantially the same scope and for the same general purpose as the Water Line Plant and Water Line Projects included in the Scope of Work and provide authorization for the Subrecipient to make changes. No change will be made until authorization is provided by the Finance Director.
5. Reimbursement of Expenses. For the satisfactory completion of all Budget Narrative items as identified in "Attachment A", Claiborne County will reimburse the Subrecipient a total sum not to exceed the "Subaward Amount" provided in the agreement.
6. Reporting. Subrecipient agrees to comply with any reporting obligations established by the Treasury, as it relates to this Subaward.
7. Maintenance of and Access to Records.

- a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General, the Government Accountability Office, Claiborne County, and their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations, and that those records will be available during normal business hours.
 - c. Records shall be maintained by Subrecipient for a period of five (5) years after the end of the Period of Performance which is dated December 31, 2026.
8. Conflicts of Interest. Subrecipient understands and agrees that it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this Subaward. Subrecipient must disclose in writing to Claiborne County any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
9. Compliance with Applicable Laws and Regulations
 - a. Subrecipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this Subaward.
 - b. Federal regulations applicable to this Subaward include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Subaward and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this Subaward.
 - ii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iii. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - iv. New Restrictions on Lobbying, 31 C.F.R. part 21.
 - v. Generally applicable federal environmental laws and regulations.
 - c. Statutes and regulations prohibiting discrimination applicable to this Subaward include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iii. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

- iv. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Subrecipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Claiborne County may impose additional conditions on the payment of the remainder the Subaward funds, if any, or take seek other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act. Claiborne County may make a determination of noncompliance for events including, but not limited to, the existence of any material or intentional misrepresentation of fact by Subrecipient in any document submitted to Claiborne Count in connection with the subaward.
11. Subaward Agreement Amendments. Claiborne County may amend this Subaward Agreement on its own initiative or at the request of the Subrecipient. Such changes shall be mutually agreed upon, and evidenced by a written Subaward Agreement Amendment. The Subrecipient may not subcontract or assign its rights, including the right to compensation, or duties arising hereunder, without the prior written consent of Claiborne County. Any subcontractor or assignee will be bound by all terms and conditions of the Subaward Agreement.
12. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an a ctivity financed in whole or in part by this federal assistance.
13. Termination. This Subaward Agreement may be terminated at any time without cause by either party upon thirty (30) days prior written notice being given to the other party. On termination of this Subaward Agreement, all accounts and payments will be processed according to the terms of this Subaward Agreement for approved Scope of Work activities and expenditures rendered complete as of the date of termination.
 - a. Termination for Cause. If Claiborne County determines that the Subrecipient has failed to comply with the terms and conditions of this contract, it may terminate this Subaward Agreement in whole, or in part, at any time before the date of competition. If the Subrecipient fails to comply with any of the terms and conditions of this contract, Claiborne County may give notice, in writing, to the Subrecipient of any or all deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period as specified in the notice, Claiborne County may, with no further notice, declare this Subaward Agreement to be terminated. The Subrecipient will thereafter be entitled to receive reimbursement for those Scope of Work activities and expenditures rendered complete as of the date of termination, less the amount of reasonable damages suffered by Claiborne County by reason of the Subrecipient's failure to comply with this contract.
 - b. Termination for Convenience. This Subaward Agreement may be terminated in whole, or in part, when all parties agree that the continuation of the project is not in the best interest of all parties and that further expenditure of funds will not produce any results. The parties

shall agree in writing, upon the conditions. Effective date, and fair and reasonable payments for work completed.

- c. Termination for Non-Availability of Funds. The County shall not be obligated for the Subrecipient's performance or by any provision of this Agreement beyond the then-current fiscal year. In the event that funds are not appropriated for performance of this Agreement for the following fiscal year, then this Agreement shall terminate as of the last day of the fiscal year in which funds were appropriated.

14. Debts Owed to the Federal Governments

- a. Any funds paid to Subrecipient (1) in excess of the amount to which Subrecipient is finally determined to be authorized to retain under the terms of this Subaward; (2) that are determined to have been misused; or (3) that are determined to be subject to a repayment obligation pursuant to section 603(e) of the act and have not been repaid by Subrecipient shall constitute a debt to Claiborne County.
- b. Any debts determined to be owed to Claiborne County must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Claiborne County's initial written demand for payment, unless other satisfactory arrangements have been made. Claiborne County will take any actions available to it to collect such a debt.

15. Disclaimer

- a. The United States and Claiborne County expressly disclaim any and all responsibility or liability to Subrecipient or third persons for the actions of the Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Subaward or any contract, or subcontract under this Subaward.
- b. The acceptance of this Subaward by Subrecipient does not in any way establish an agency relationship between the United States, Claiborne County, and Subrecipient.

Attachment A: Scope of Work
Coronavirus Local Fiscal Recovery Funds – Subaward Agreement

Project Title: Clearfork Utility District Water Plant and Water Line Projects

A. Project Description:

- a. The Clearfork Utility District Water Plant and Water Line Projects funded by Claiborne County using ARPA funds includes the following projects:
 - i. ARC project: project intended to include various improvement, including replacing both high service pumps and backwash pump; adding VFD capability to high service pumps; replacing the master electrical control panel for the water plant
 - ii. Well Pumps project: replace both raw water pumps and control panels for the well pumps
 - iii. Roof project: replace the roof on the water plan
- b. Additional projects may be incorporated using the process described in Subaward Terms and Conditions Section 4 “Budget Narrative”.

B. Budget Narrative (list of all planned expenditures)

- a. ARC project match: \$309,660
- b. Well Pumps project: \$20,000
- c. Roof project: \$35,000
 - i. Actual funding amounts for the projects may change using the process described in Subaward Terms and Conditions Section 4 “Budget Narrative”.

- C. Funding can be moved between these projects as needed, or allocated to other water plant improvement projects not specified in the Budget Narrative above, if the Clearfork Utility District determines they are a priority. Prior to moving funds between projects or to a new project, the Subrecipient will communicate these changes to the Claiborne County Finance Director. The Director will ensure sufficient funds are available and that the new project is within substantially the same scope and for the same general purpose as the Water Line Plant and Water Line Projects listed above. The Finance Director will provide authorization for the Subrecipient to make changes. No change will made until authorization is provided by the Finance Director

ITEM #17 – RES. 2024-127 – APPROVING ARPA INTERAGENCY AGREEMENT

MOTION: Commissioner Shuford – to approve

SECOND: Commissioner Epperson

(discussion)

ROLL CALL VOTE: 20 for; 0 against / Motion carried

(Resolution as follows)

RESOLUTION NO. 2024-127

RESOLUTION APPROVING ARPA INTERAGENCY AGREEMENT

WHEREAS, Claiborne County received \$6.2 million in American Rescue Plan Act (ARPA) funds through the U.S. Department of the Treasury; and

WHEREAS, the rules governing ARPA funds require that these funds be obligated by December 31, 2024; and

WHEREAS, an adopted budget, appropriation or resolution is not an obligation under ARPA rules, but obligation requires an order placed for property and services and entering into contracts, subawards, interagency agreements or similar transactions that require payment; and

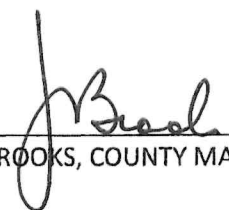
WHEREAS, not all \$6.2 million in County ARPA funds has been obligated, and that obligation of these funds requires adoption of an Interagency Agreement between the Mayor and the Finance Department; and

WHEREAS, the attached Interagency Agreement ensures that ARPA funds allocated in various County Commission resolutions for waterline extension projects and other projects is obligated in compliance with ARPA rules prior to December 31, 2024;

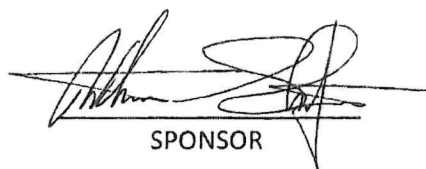
NOW, THEREFORE, the Claiborne County Commission approves the attached Interagency Agreement and authorizes the Mayor to sign the agreement on behalf of Claiborne County;

NOW, THEREFORE, BE IT RESOLVED by the Claiborne County Commission, meeting in regular session on the 21st day of October 2024, that this resolution is approved.

BE IT FURTHER RESOLVED that this resolution will take effect upon its passage, the public welfare requiring it. Duly passed and approved this 21st day of October 2024.

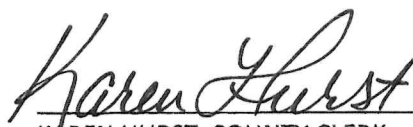


JOE BROOKS, COUNTY MAYOR



SPONSOR

ATTEST:



KAREN HURST, COUNTY CLERK

FILED 10-9-24
KAREN HURST, COUNTY CLERK
BY:  D.C.

**INTER-AGENCY AGREEMENT
BETWEEN
THE MAYOR'S OFFICE
AND
FINANCE DEPARTMENT**

THIS INTER-AGENCY AGREEMENT ("Agreement") is made between two agencies of the Claiborne County Government ("County"), namely the County Mayor ("Mayor") and the County Finance Department ("Department").

WHEREAS, the 2021 American Rescue Plan Act ("ARPA") provided \$6,207,661 to the County from the Coronavirus State and Local Recovery Fund ("SLFRF"), hereinafter called "ARPA funding";

WHEREAS, the U.S. Department of Treasury is the federal agency that administers the ARPA funding and has provided the County with the ARPA funding conditional on the City complying with its rules and regulations;

WHEREAS, the County has adopted various resolutions allocating ARPA funding to specific projects;

WHEREAS, the Mayor and the Finance Department wish to enter into this Agreement to memorialize each other's responsibilities in regard to the ARPA funding for these projects; and

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

A. PURPOSE

The Mayor has accepted ARPA funding for Claiborne County and the County Commission has adopted resolutions allocating ARPA funds to various projects. This ARPA funding is available, in the amounts set forth herein, to the Finance Department to facilitate the implementation of funded projects, including the necessary procurement of goods and services to complete the projects.

B. SCOPE OF PROGRAM

The Finance Department shall ensure the procurement of goods and services necessary to implement the projects as described in **Exhibit 1**, which is appended hereto and made a part of this Agreement.

C. TERM

The term of this Agreement shall begin on 10/21/2024 and end on 6/30/2027, unless terminated earlier in accordance with this Agreement.

D. FINANCIAL AND PERFORMANCE REQUIREMENTS

1. *Funding.* Subject to the availability of ARPA funding, the Department shall be responsible for expenditure of project funds, including procurement of goods and services, for the term.

2. *Budget.* Department agrees that all expenditures are to be in accordance with the approved project budgets for the term of this Agreement. The available funding anticipated to be part of the approved project budgets are included in **Exhibit 1**.

3. *Payment.* The County shall make ARPA funding as specified in this Agreement available for use by the Finance Department in procuring contractors and goods and services for the APRA projects. The ARPA funding shall be used to implement the projects described in this Agreement and in **Exhibit 1**. The Department shall comply with the ARPA funding requirements listed in **Exhibits 2 and 3**.

4. *Reporting.* The Department agrees to provide supporting documents and corresponding reports as requested by the U.S. Department of the Treasury to meet any reporting deadlines. The Department shall adhere to the instructions and format, including specific forms required by the U.S. Department of Treasury, for the ARPA funding. Reporting terms and conditions are provided in **Exhibit 4**.

5. *Audits.* The Department shall comply with all applicable provisions of the federal Uniform Guidance (2 CFR 200), including the Cost Principles and Single Audit Act requirements. At any time during business hours and as often as a Federal agency may deem necessary, there shall be made available to the government agency for examination, the Department's records with respect to matters covered by this Agreement. The Department shall permit Federal agencies to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, and other data relating to matters covered by this Agreement.

6. *Records.* The Department shall retain records related to this Agreement for a period of five (5) years after all funds have been expended or returned to the U.S. Department of Treasury, whichever is later.

F. MODIFICATIONS

1. The Department may submit a written request to the Mayor asking for an extension to the term of this Agreement. The request should include an explanation for why an extension is needed and be provided to the Mayor at least sixty (60) days prior to the expiration date of this Agreement. The request must include documentation to justify the need for an extension.

2. Available ARPA funds, including those identified in Exhibit 1, can be reallocated among approved waterline projects and other approved projects. Additional projects not identified in Exhibit 1 will be authorized through resolution approved by the County Commission.

G. GENERAL PROVISIONS AND CONDITIONS

1. *Compliance with Laws.* The parties shall comply with all federal, state, and local laws, ordinances, rules, regulations, expenditure and annual report requirements, and applicable codes of ethics, pertaining to or regulating the services to be performed pursuant to this Agreement, including those now in effect and hereafter adopted.

2. *No Assignment.* This Agreement shall not be assigned by the Department to another party without the prior written approval of the Mayor.

3. *Notice.* Any notice required or permitted under this Agreement shall be in writing, be delivered by a reasonable and verifiable means (e.g., in person, mail, or e-mail) and be considered delivered upon receipt of the other party.

IN WITNESS WHEREOF, the parties hereby evidence their agreement to the above terms and conditions by having caused this Agreement to be executed below.

MAYOR

WITNESS

By: _____
Joseph Brooks, County Mayor

PROVIDE AGENCY NAME

WITNESS

By: _____
Eric Pearson, County Finance Director

EXHIBIT 1

SCOPE OF SERVICES

1. The Department will ensure contracts are established with vendors, and goods and services are procured, to implement the waterline extension, Clearfork Utility District, and Health Department renovation projects approved by the County to be funded with County ARPA funds, more fully described below.
2. Funded projects to be implemented by the Department include the following:
 - a. Waterline extension project in District 1, available ARPA funds of \$509,638
 - b. Waterline extension project in District 2, available ARPA funds of \$509,638
 - c. Waterline extension project in District 3, available ARPA funds of \$509,638
 - d. Waterline extension project in District 5, available ARPA funds of \$447,147
 - e. Unspent funds from these and other waterline extension projects under contract or that will be under contract will be used for contingencies, amendments and cost overruns, or additional waterline extension projects, as needed to fully expend available ARPA funding, including approximately \$219,000 for District 7 and approximately \$251,629 for District 8.
 - f. Clearfork Utility District projects in District 9, available ARPA funds of \$364,660
 - g. Renovation of County Health Department building, available ARPA funds of \$112,500
3. The Department's responsibilities include working with the project engineer to ensure contracts are bid and established with vendors to complete the various projects, ensuring procurement of goods and services necessary to implement the projects, and providing financial monitoring and oversight of the projects, and overseeing submittal of required reports.
4. The Department will work with the project engineer to ensure that provisions for change orders, contract contingencies, and contract amendments are included in vendor contracts so that available ARPA funds can be used to cover increased project costs or reallocated between projects as needed. Funds can be reallocated between waterline extensions projects and other approved projects to ensure maximum expenditure of available ARPA funds.
5. The Department will work with the respective project engineers to provide fiscal oversight of the projects.
6. The Department will receive invoices for the projects from the project engineer and contractors, track expenditures, request budget amendments as needed from the County, and submit required reports to the Department of Treasury. This involves working with the project engineer to determine reallocation of County ARPA funds between the projects enumerated above as well as other projects funded with County ARPA funds, to the extent needed to ensure maximum expenditure of County ARPA funds.

EXHIBIT 2

FUNDING SOURCE IDENTIFICATION

Source of Funding:	Federal
Name of Awarding Agency:	U.S. Department of Treasury
Award Title:	American Rescue Plan Act (“ARPA”) – Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, which together make up the Coronavirus State and Local Fiscal Recovery Funds
Assistance Listing Number:	21.027

1. Department acknowledges that the funding of this Agreement is from federal, state, and/or County funds. The identification of the source of funding is indicated above. As applicable, Department shall comply with the requirements of the funding source, including but not limited to the terms and conditions of the notice of grant award, statutes and regulations, and manuals. **Specific requirements of the funding source are incorporated herein, which include but are not limited to the following:**

- **Sections 602 and 603 of the Social Security Act, as added by Section 9901 of ARPA;**
- **Coronavirus State and Local Fiscal Recovery Funds Guidance on Recipient Compliance and Reporting Responsibilities, the most current version;**
- **“Treasury’s Portal for Recipient Reporting State and Local Fiscal Recovery Funds, the most current version;**
- **Coronavirus State and Local Fiscal Recovery Funds Final Rule, codified at 31 CFR Part 35 and effective April 1, 2022;**
- **Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions, the most current version;**
- **2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as the Treasury may determine are inapplicable to the ARPA funding and subject to such exceptions as may be otherwise provided by the Treasury; and**
- **U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Fund Award Terms and Conditions attached hereto as Exhibit 3. The term “Recipient” in the foregoing shall mean the Department.**

2. Department agrees to accept any additional conditions governing the use of funds or performance of programs as may be required by executive order, federal, state, or local rules or regulations or by policy announced by the County.

EXHIBIT 3

FUNDING TERMS AND CONDITIONS

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with sections 602(c) and 603(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury, as it relates to this award.

4. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with sections 602(c) and 603(c), Treasury's regulations implementing those sections, and guidance regarding the eligible uses of funds.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of sections 602 and 603 of the Act, regulations adopted by Treasury pursuant to sections 602(f) and 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with sections 602 and 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of sections 602(c) or 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in sections 602(e) and 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [] by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

EXHIBIT 4

REPORTING TERMS AND CONDITIONS

The Department shall submit required annual project and expenditure reports about the activities funded under this Agreement. Reports shall provide the necessary information by providing a copy of the annual report required by the Department of the Treasury for ARPA funds.

Annual Reports

All annual reports of expenditures on ARPA-funded projects should be submitted to the Mayor’s Office within thirty days of submitting the report to the Department of Treasury.

Reporting deadlines are as follows:

Report	Period of Activity	Report Due Date
1	April 1, 2024 - March 31, 2025	May 31, 2025
2	April 1, 2025 – March 31, 2026	May 31, 2026
3	April 1, 2026 – December 31, 2026	May 31, 2027

ITEM #18 – RES. 2024-128 – COOPERATIVE PURCHASING

MOTION: Commissioner Shuford – to approve

SECOND: Commissioner Shrout

(discussion)

ROLL CALL VOTE: 20 for; 0 against / Motion carried

(Resolution as follows)

RESOLUTION NO. 2024-128

COOPERATIVE PURCHASING

WHEREAS, State law in Tennessee Code Annotated § 12-3-1205 allows Claiborne County to participate in a cooperative purchasing agreement for the procurement of any goods, supplies, services or equipment by adopting a resolution accepting the terms of the master agreement; and

WHEREAS, these master cooperative agreements reduce time and personnel resources needed to competitively bid goods and services at the local level, but still allow local governments to take advantage of the lowest and best pricing available for the needed goods and services; and

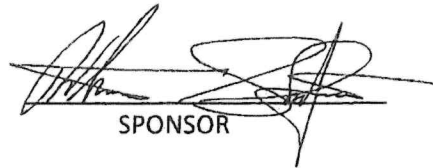
WHEREAS, Claiborne County desires to update the master agreements with Omnia and Sourcewell, copies of which are attached hereto and incorporated herein;

NOW, THEREFORE, BE IT RESOLVED by the Claiborne County Commission, meeting in regular session on the 21st day of October 2024, that the Commission approves the updated master agreements for cooperative purchasing through Omnia and Sourcewell.

BE IT FURTHER RESOLVED that this resolution will take effect upon its passage, the public welfare requiring it. Duly passed and approved this 21st day of October 2024.



JOE BROOKS, COUNTY MAYOR



SPONSOR

ATTEST:



KAREN HURST, COUNTY CLERK

FILED 10-9-24
KAREN HURST, COUNTY CLERK
BY: KH D.C.

Sourcewell Cooperative Purchasing Program Participation Agreement

This Participation Agreement is between Sourcewell and Participating Entity to provide access to Sourcewell's Cooperative Purchasing Program. Sourcewell's Board of Directors has approved these terms and conditions through operation of this intergovernmental Participation Agreement. Participating Entity approves this Agreement upon registration with Sourcewell.

Section 1: Authority

1.1 Sourcewell is a service cooperative established by Minn. Stat. § 123A.21 as a local unit of government pursuant to the Minn. Const. art. XII, sec. 3.

1.2 Sourcewell is authorized to provide a Cooperative Purchasing Program by Minn. Stat. § 123A.21, subd. 7(23) to Participating Entities.

1.3 Sourcewell's cooperative purchasing master agreements are offered through Minn. Stat. § 471.59 and this Participation Agreement. The Sourcewell Board of Directors has approved these participation terms, and Sourcewell is authorized to enter this interlocal or joint powers agreement with an eligible Participating Entity through this Participation Agreement.

1.4 Participation in Sourcewell's Cooperative Purchasing Program is open to eligible Participating Entities. A Participating Entity is any eligible entity registering with Sourcewell, including: any government unit, including a state, city, county, town, village, school district, political subdivision of any state, federally recognized Indian tribe, any agency of the United States, any instrumentality of a governmental unit, any other entity as defined in Minn. Stat. § 471.59 Subd. 1(b).

1.5 Participating Entity and Sourcewell agree this Participation Agreement is for the purpose of allowing access to available Sourcewell Cooperative Purchasing Program master agreements with awarded Suppliers.

1.6 Participating Entity represents, through an authorized signatory, it is eligible for participation as defined in this Agreement.

Section 2: General Terms

2.1 Sourcewell will make its Cooperative Purchasing Program available to Participating Entity. Sourcewell master agreements are provided to Participating Entity "as is." Sourcewell makes no representation as to warranties of quality, merchantability, or fitness for a particular purpose for any purchase through a Supplier. Participation in the Program is voluntary and non-exclusive.

2.2 To purchase from Sourcewell master agreements, Participating Entity and Supplier will execute a Transaction Document(s) as mutually agreed. Participating Entity will be responsible for all aspects of its purchase, including ordering, inspecting, acceptance, payment, and any other

material terms as negotiated directly with Supplier.

2.3 The Parties to this Agreement will adhere to all applicable laws concerning the procurement in its respective jurisdiction.

2.4 Access to the Cooperative Purchasing Program is effective upon the date of Participating Entity’s completed registration. The Agreement will remain in effect until canceled by either party upon thirty (30) days written notice to the other party.

2.5 Each party agrees that it is responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other Party.

2.6 There will be no financial remunerations by or obligations upon Participating Entity for participation in Sourcewell Cooperative Purchasing Program.

2.7 Sourcewell’s Cooperative Purchasing Program master agreements will be procured in compliance with Minnesota law and the Sourcewell Cooperative Purchasing Program.

2.8 The records and documents related to this this Agreement are subject to the Minnesota Data Practices Act, Minnesota Statutes Chapter 13.

Section 3: Approval

The Sourcewell Board of Director has approved this Policy effective January 1, 2024.

Sourcewell:

DocuSigned by:
By Greg Zylka
Authorized Signature – Signed

By Greg Zylka
Name – Printed
Title Sourcewell Board of Directors Chair
Date 1/22/2024 | 8:34 PM CST

Participating Entity:

By _____
Authorized Signature – Signed

By _____
Name – Printed
Title _____
Date _____

DocuSigned by:
By Linda Arts
Authorized Signature – Signed

By Linda Arts
Name – Printed
Title Sourcewell Board of Directors Clerk
Date 1/23/2024 | 2:01 PM CST



MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with OMNIA Partners, Public Sector, Inc., a Delaware corporation f/k/a National Intergovernmental Purchasing Alliance Company; Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities, and/or NCPA LLC, a Texas limited liability company d/b/a National Cooperative Purchasing Alliance (collectively, “**OMNIA Partners**”), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other agencies (“**Participating Public Agencies**”), as defined in each Master Agreement (as defined below), who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby

acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of health care services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("GPO") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "Procuring Party") that procure Products through any Master Agreement or GPO Product supply agreement (each a "GPO Contract") will make timely payments to the distributor, manufacturer or other vendor (collectively, "Supplier") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this

Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

Participating Public Agency:

OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:

OMNIA PARTNERS, PUBLIC SECTOR, INC.

Authorized Signature

Name

Title and Agency Name

Date

Signature
Sarah E. Vavra

Name
Sr. Vice President, Public Sector Contracting

Title

Date

ITEM #19 – RES. 2024-129 – AUTHORIZING ARPA FUNDS FOR DISTRICT EIGHT WATER PROJECTS

MOTION: Commissioner Mundy – to approve
SECOND: Commissioner Rogers

ROLL CALL VOTE: 20 for; 0 against / Motion carried
(Resolution as follows)

RESOLUTION NO. 2024-129

RESOLUTION AUTHORIZING ARPA FUNDS FOR DISTRICT EIGHT WATER PROJECTS

WHEREAS, Claiborne County received \$6.2 million in ARPA funds; and

WHEREAS, the County Commission allocated funds for essential pay, match for modernization of the Claiborne Health Department and match for additional TDEC funding for rehabbing water and sewer treatment facilities; and

WHEREAS, the County Commission adopted a resolution to provide the remaining ARPA funding for water line, sewer line, and broadband internet access projects as determined by each of the Commissioners in the Districts, to be used in the discretion of the Commissioners in each District; and

WHEREAS, in Resolutions 2022-040 and 2022-138 the Commission allocated funds for specific waterline projects in District 8 and these projects will have unspent funds of approximately \$251,629; and

WHEREAS, the Commissioners of District 8 have decided to allocate all unspent project funds to an additional waterline extension project for Back Valley/Pump Hollow.

NOW, THEREFORE, BE IT RESOLVED, the Claiborne County Commission, meeting in regular session on the 21st day of October 2024, hereby adopts and approves allocating all unspent ARPA funds in District 8 to the Back Valley/Pump Hollow waterline extension project until the remaining funds are exhausted.

BE IT FURTHER RESOLVED that this resolution will take effect upon its passage, the public welfare requiring it.



JOE BROOKS, COUNTY MAYOR

/s/ David Mundy
SPONSOR

ATTEST:



KAREN HURST, COUNTY CLERK

FILED 10-10-24
KAREN HURST, COUNTY CLERK
BY: kh D.G.

10/21/2024

ITEM #20 – RES. 2024-130 – TRANSFERRING REPEATERS TO CLAIBORNE E911

MOTION: Commissioner Mundy – to approve

SECOND: Commissioner Poore

(discussion)

ROLL CALL VOTE: 20 for; 0 against / Motion carried

(Resolution as follows)

RESOLUTION TRANSFERRING REPEATERS TO CLAIBORNE E911
RESOLUTION NO. 2024-130

WHEREAS, Repeaters have been installed on towers in Claiborne County, Tennessee to provide communication services for emergency services through Claiborne County Emergency Management or E911, and;

WHEREAS, Claiborne County E911 has been providing maintenance of the repeaters for the past several years, and;

WHEREAS, the maintenance provided by Claiborne County E911 has resulted in expense in approximately Thirty Four Thousand (\$34,000.00) Dollars, and;

WHEREAS, Claiborne County E911 has a need for an additional repeater in a different location, and;

WHEREAS, the County is the owner of existing repeaters currently used for emergency services.

NOW THEREFORE, BE IT RESOLVED, the Claiborne County Commission, meeting in regular session on the 21st day of October, 2024, hereby authorizes the Claiborne County Mayor, Joe Brooks to transfer ownership of the repeaters used for emergency communication services to Claiborne E911 and is authorized to execute and sign any necessary documents for the transfer.

BE IT FURTHER RESOLVED, Claiborne E911 shall be responsible for the insurance, maintenance and upkeep of the repeaters upon the transfer of the repeaters to Claiborne E911.

BE IT FURTHER RESOLVED, this resolution shall take effect upon its passage, the public welfare requiring it.

Duly passed and approved this 21st day of October, 2024.



Joe Brooks, Claiborne County Mayor

ATTEST:



Karen Hurst, County Clerk

FILED 10-10-24
KAREN HURST, COUNTY CLERK
BY: KH B.C.

SPONSOR:



David Mundy, County Commissioner w/ permission

ITEM #20A – DISCUSSION – RECOGNIZING HELPERS OF FLOOD CRISIS

Commissioner Cosby requested that the commission recognize all the people, organizations and businesses that have helped and provided supplies to the people and communities who have suffered through the flood crisis in East Tennessee and North Carolina areas.

Commissioner Shrout requested that a moment of silence be observed for the ones who lost their lives and for those who are continuing to work in the flood crisis.

ITEM #21 – ADJOURNMENT

MOTION: Commissioner Epperson – to adjourn

SECOND: Commissioner Mason

Motion carried by aye vote / Meeting adjourned.

Prepared by:

County Clerk