

MINUTES
OF
PUTNAM COUNTY COMMISSION
OCTOBER 15, 2007

Prepared By:

Wayne Nabors
Putnam County Clerk
29 N Washington Avenue
Cookeville, TN 38501
931/526-7106

STATE OF TENNESSEE

COUNTY OF PUTNAM

BE IT REMEMBERED that on October 15, 2007 a regular meeting of the Putnam County Board of Commissioners was held.

The awards were presented prior to the meeting and Opal Bohannon received the Citizen of the Month Award and Greg Bowman received the Employee of the Month Award.

The meeting was called to order by Chairman Bill Walker.

The Chairman recognized David Hill, Tennessee Bible College – Northeast Church of Christ for the invocation.

The Chairman recognized Commissioner Bob Duncan to lead the Pledge to the Flag of the United States of America.

The Chairman asked the Commissioners to signify their presence at the meeting and the following Commissioners were present:

PRESENT

David Randolph
Larry Epps
Bob Duncan
Jim Martin
Jerry Ford
Scott McCanless
Andy Honeycutt
Marson McCormick
Johnnie Wheeler
Anna Ruth Burroughs
Reggie Shanks
Joel Cowan

Mike Medley
Joe Trobaugh
Eris Bryant
Sue Neal
Dale Moss
Greg Rector
Kevin Maynard
Gene Mullins
Jere Mason
Bill Walker
Mike Atwood
Ron Chaffin

The Clerk announced that twenty-four (24) were present and zero (0) were absent. Therefore, the Chairman declared a quorum.

AGENDA

PUTNAM COUNTY BOARD OF COMMISSIONERS

Monthly Awards will be presented at 5:45 PM

Regular Monthly Session
Monday, October 15, 2007 6:00PM

Presiding: Honorable Bill Walker
Commission Chairman

1. Call to Order - Sheriff David Andrews
2. Invocation *District 2*
3. Pledge to the Flag of the United States of America *District 2*
4. Roll Call - County Clerk Wayne Nabors
5. Approval of the Agenda
6. Approval of the Minutes of Previous Meeting
7. Unfinished Business and Action Thereon by the Board
 - A. Report of Standing Committees
 1. Planning Committee
 2. Fiscal Review Committee
 3. Nominating Committee
 - B. Report of Special Committees
 1. Report from Rules Committee
 - a. No changes for Standing Subcommittees
 - b. Recommends that a County Commissioner be placed on the Parks & Recreation Board for a 5 year term. Term will be coterminous with their Commission term.
 - C. Other Unfinished Business
 1. Planning Committee
 - a. Recommends that Regional Planning formally discuss concrete curbing at their next meeting to review this issue and report back in 30 days with a recommendation.

- b. Recommends that the following roads be accepted as county roads and be added to the Official County Road Map:
- | | |
|------------------|--------------------------------------|
| Brotherton Drive | Brotherton Point |
| Overlook Circle | Overlook Point |
| Bear Creek Point | Bear Circle |
| Bear Lane | Extension of Fawn Drive (2,620 feet) |

2. Fiscal Review Committee

- Recommends approval of a Resolution to authorize the Upper Cumberland Development District to apply for, on behalf of Putnam County, a FastTract Infrastructure Development Grant.
- Recommends approval of a contract between Putnam County General Sessions Court and Upper Cumberland Community Services Agency for the Adult Drug Court Services for fees collected for Drug and DUI fines in an amount not to exceed \$30,000.
- Recommends approval of a contract between Putnam County and Upper Cumberland Community Services Agency for the administration of a Drug Court Grant in the amount of \$107,951.
- Recommends approval that \$10,000 be appropriated from the County General Fund for an option to purchase approximately 130 acres from O. J. Wright.
- Recommends approval of budget amendments to the County General Fund in the amount of \$203,364.

3. Nominating Committee

- Recommends that Joel Cowan and Anna Ruth Burroughs be reappointed to the Delinquent Property Tax Committee for 2 year terms to expire October 2009.
- Recommends that the following be considered for appointments to the Agricultural and Industrial Fair Board for 3 year terms to expire October 2010:

Pick 5

Kathy Reels
Gina Hooper
Scott Davidson - may have conflict
Cindy Strong
Vinny Faccinto
Bill Dyer
Jennifer Manier
Mike Dalton

Recommends to consider one of the following Commissioners to fill the unexpired term of Greg Rector:

Anna Ruth Burroughs	<i>Term to expire October 2009</i>
Scott McCanless	

B. Report of Special Committees

C. Resolutions

D. Election of Notaries

E. Other New Business

9. Announcements and Statements

10. Adjourn

The Chairman asked for questions on the motion. There were none.

The Chairman asked for a voice vote on the motion to approve the agenda as amended for the October 15, 2007 meeting of the Putnam County Board of Commissioners. The motion carried.

MOTION RE: APPROVE MINUTES

Commissioner Bob Duncan moved and Commissioner Jerry Ford seconded to approve the minutes of the September 17, 2007 meeting of the Putnam County Board of Commissioners.

The Chairman asked for a voice vote on the motion to approve the minutes of the September 17, 2007 meeting of the Putnam County Board of Commissioners. The motion carried.

UNFINISHED BUSINESS AND ACTION THEREON BY THE BOARD

REPORT OF STANDING COMMITTEES

PLANNING COMMITTEE: No unfinished business.

FISCAL REVIEW COMMITTEE: No unfinished business.

NOMINATING COMMITTEE: No unfinished business.

REPORT OF SPECIAL COMMITTEES

Commissioner Larry Epps gave a report from the Rules Committee and stated that there were no changes for Standing Subcommittees.

MOTION RE: THE RULES COMMITTEE RECOMMENDS THAT A COUNTY COMMISSIONER BE PLACED ON THE PARKS & RECREATION BOARD FOR A 5 YEAR TERM. TERM WILL BE COTERMINOUS WITH THEIR COMMISSION TERM.

Commissioner Larry Epps moved and Commissioner Jere Mason seconded to approve that a County Commissioner be placed on the Parks & Recreation Board for a 5 year term. Term will be coterminous with their Commission term.

The Chairman asked for questions on the motion.

The Commission discussed the motion.

The Chairman asked for a voice vote on the motion to approve that a County Commissioner be placed on the Parks & Recreation Board for a 5 year term. Term will be coterminous with their Commission term. The motion carried.

OTHER UNFINISHED BUSINESS

PLANNING COMMITTEE

MOTION RE: THE PLANNING COMMITTEE RECOMMENDS APPROVAL THAT REGIONAL PLANNING FORMALLY DISCUSS CONCRETE CURBING AT THEIR NEXT MEETING TO REVIEW THIS ISSUE AND REPORT BACK IN 30 DAYS WITH A RECOMMENDATION.

Commissioner Gene Mullins moved and Commissioner Jere Mason seconded to approve that Regional Planning formally discuss concrete curbing at their next meeting to review this issue and report back in 30 days with a recommendation.

The Chairman asked for questions on the motion. There were none.

The Chairman asked for a voice vote on the motion that Regional Planning formally discuss concrete curbing at their next meeting to review this issue and report back in 30 days with a recommendation. The motion carried.

MOTION RE: THE PLANNING COMMITTEE RECOMMENDS APPROVAL THAT THE FOLLOWING ROADS BE ACCEPTED AS COUNTY ROADS AND BE ADDED TO THE OFFICIAL COUNTY ROAD MAP:

**BROTHERTON DRIVE
OVERLOOK CIRCLE
BEAR CREEK POINT
BEAR LANE**

**BROTHERTON POINT
OVERLOOK POINT
BEAR CIRCLE
EXTENSION OF FAWN DRIVE (2,620 FEET)**

Commissioner Gene Mullins moved and Commisisoner Mike Atwood seconded to approve that the following Roads be accepted as county roads and be added to the Official County Road Map:

Brotherton Drive
Overlook Circle
Bear Creek Point
Bear Lane

Brotherton Point
Overlook Point
Bear Circle
Extension of Fawn Drive (2,620 feet)

The Chairman asked for questions on the motion. There were none.

The Chairman asked for a voice vote on the motion to approve the following roads be accepted as county roads and be added to the Official County Road Map: Brotherton Drive, Overlook Circle, Bear Creek Point, Bear Lane, Brotherton Point, Overlook Point, Bear Circle, and extension of Fawn Drive (2,620 feet). The motion carried.

MOTION RE: THE LAND & FACILITIES SUBCOMMITTEE RECOMMENDS APPROVAL OF THE OPTION TO PURCHASE THE O.J. WRIGHT PROPERTY ON THE FISCAL REVIEW PORTION OF THE AGENDA WITH THE STIPULATION THAT THE LAND & FACILITIES SUBCOMMITTEE REPORT BACK TO PLANNING AND FULL COMMISSION BEFORE THE END OF THE OPTION AS TO POSSIBLE USES FOR THE PROPERTY

Commissioner Gene Mullins moved and Commissioner Jerry Ford seconded that the Land & Facilities Subcommittee approves the option to purchase the O.J. Wright property on the Fiscal Review portion of the agenda with the stipulation that the Land & Facilities Subcommittee report back to Planning and Full Commission before the end of the option as to possible uses for the property.

The Chairman asked for questions on the motion.

The Commission discussed the motion.

The Chairman asked the Commissioners to vote on the motion by the Land & Facilities subcommittee's recommendation to purchase the O.J. Wright property on the Fiscal Review portion of the agenda with the stipulation that the Land & Facilities Subcommittee report back to Planning and Full Commission before the end of the option as to possible uses for the property and the Commissioners voted as follows:

FOR

David Randolph
Larry Epps
Bob Duncan
Jim Martin
Jerry Ford
Scott McCanless
Sue Neal
Dale Moss
Greg Rector
Kevin Maynard
Gene Mullins
Bikil Walker
Mike Atwood
Ron Chaffin

AGAINST

Andy Honeycutt
Marson McCormick
Johnnie Wheeler
Anna Ruth Burroughs
Reggie Shanks
Joel Cowan
Mike Medley
Joe Trobaugh
Eris Bryant
Jere Mason

The Clerk announced that fourteen (14) voted for and ten (10) voted against.

The Chairman announced that the motion carried.

FISCAL REVIEW COMMITTEE

MOTION RE: THE FISCAL REVIEW COMMITTEE RECOMMENDS APPROVAL OF A RESOLUTION TO AUTHORIZE THE UPPER CUMBERLAND DEVELOPMENT DISTRICT TO APPLY FOR, ON BEHALF OF PUTNAM COUNTY, A FASTTRACT INFRASTRUCTURE DEVELOPMENT GRANT

Commissioner Bob Duncan moved and Commissioner Joe Trobaugh seconded to approve a Resolution to authorize the Upper Cumberland Development District to apply for, on behalf of Putnam County, a FastTract Infrastructure Development Grant.

(SEE ATTACHED)

RESOLUTION NO. _

A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION TO THE TENNESSEE DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT FOR A FASTTRACK INFRASTRUCTURE DEVELOPMENT PROGRAM INDUSTRIAL GRANT FOR THE SEWER LINE EXTENSION AND DRAINAGE PLANNED FOR EDMAR CORP/ORECK LOCATED AT 1580 HOLLIDAY ROAD, COOKEVILLE, TN.

WHEREAS, Putnam County desires to promote employment opportunities through economic development in Putnam County and throughout the Upper Cumberland Region; and

WHEREAS, Edmar Corp/Oreck has committed to the creation of 25 additional employment opportunities if industrial development funds can be obtained to assist in sewer line extension and drainage for their industrial facility at 1580 Holliday Road, Cookeville, TN and

WHEREAS, financial assistance is available through the FastTrack Infrastructure Development Program (FIDP) administered by the Tennessee Department of Economic and Community Development; and

WHEREAS, Putnam County is eligible for a maximum grant amount of \$750,000 and wishes to submit an application to the Tennessee Department of Economic and Community Development on behalf of the Edmar Corp in order to help finance this project; and

WHEREAS, the Edmar Corp will be responsible for the required matching funds.

NOW, THEREFORE BE IT RESOLVED, by the Putnam County Commission that:

1. The County Mayor be authorized to:

A. Sign and execute all application documents to the Tennessee Department of Economic and Community Development in order to make application for loan funds, and submit the same on behalf of the citizens of Putnam County

B. Enter into the necessary agreements with the Tennessee Department of Economic and Community Development to receive and administer such loan funds.

C. Execute necessary agreements for administrative services without further action by the County Commission, contingent upon approval by the funding agencies.

2. The Upper Cumberland Development District shall prepare all necessary documents for the completion of said application for the proposed project at no charge to Putnam County. Should said FIDP Grant be approved, UCDD shall be engaged to perform all administrative services for said project.

3. Professional Engineering will be engaged to provide all engineering services in regard to this project.

DULY PASSED AND ADOPTED this 15th, day of OCT, 2007 the public welfare requiring it.

Kim Blaylock
Honorable Kim Blaylock, County Executive

ATTEST:

Date

10-15-07

Rayne Labors
COUNTY CLERK

The Chairman asked for questions on the motion. There were none.

The Chairman asked for a voice vote on the motion to approve a Resolution to authorize the Upper Cumberland Development District to apply for, on behalf of Putnam County, a FastTract Infrastructure Development Grant. The motion carried.

MOTION RE: THE FISCAL REVIEW COMMITTEE RECOMMENDS APPROVAL OF A CONTRACT BETWEEN PUTNAM COUNTY GENERAL SESSIONS COURT AND UPPER CUMBERLAND COMMUNITY SERVICES AGENCY FOR THE ADULT DRUG COURT SERVICES FOR FEES COLLECTED FOR DRUG AND DUI FINES IN AN AMOUNT NOT TO EXCEED \$30,000

Commissioner Bob Duncan moved and Commissioner Johnnie Wheeler seconded to approve a contract between Putnam County General Sessions Court and Upper Cumberland Community Services Agency for the Adult Drug Court Services for fees collected for Drug and DUI fines in an amount not to exceed \$30,000.

(SEE ATTACHED)

CONTRACT
BETWEEN THE
Putnam County General Sessions Court
AND
Upper Cumberland Community Services Agency
FOR
Adult Drug Court Services

This Contract, by and between the **Putnam County General Sessions Court**, hereinafter referred to as the COUNTY, and **Upper Cumberland Community Services Agency**, hereinafter referred to as the AGENCY, is for the provision of services for clients of the General Sessions Drug Court.

NOW THEREFORE, In consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this Contract according to the provisions set out herein:

A. SCOPE OF SERVICES:

1. This is a purchase of service agreement. Funding will be provided under the provisions of the Contract to develop and implement service delivery for:
 - a. Providing drug court coordination services to include: staffing of a part-time Coordinator to perform intake, case coordination and follow-through, database development and maintenance, and reporting. Such funds may also be used to purchase services as required and requested by the court for clients meeting the Drug Court criteria. Such services may include, but not be limited to: professional assessments and/or evaluations for mental health and substance abuse issues, out-patient treatment as necessary for the client to complete a court-approved compliance plan, miscellaneous wrap-around services for daily living which would improve the chances of success for clients participating in a court-approved compliance plan as determined by the court.

- b. Facilitating inter-agency coordination and networking to assure the incorporation of a wide array of effective services to assist the client.
- c. Maintaining accurate and thorough expense records documenting all costs associated with the services provided.
- d. Maintaining strict confidentiality of client records and information, providing complete and immediate access to those personnel, and officials of Putnam County General Sessions Court who are authorized to receive confidential information.

B. PAYMENT TERMS AND CONDITIONS:

- 1. The COUNTY shall grant \$30,000 to the AGENCY in a lump-sum payment prior to service provision. The AGENCY shall submit reports of services provided and funds expended as required by the COUNTY.
- 2. The amount in paragraph 1 of this section shall constitute entire compensation due the AGENCY for the service and all the AGENCY'S obligations hereunder regardless of the difficulty. The contract price includes, but is not limited to, all applicable taxes, fees, overhead, profit and all other direct and indirect costs incurred or to be incurred by the AGENCY.
- 3. The rates in paragraph 1 of this section are firm for the duration of the contract and are not subject to escalation for any reason unless amended.
- 4. In no event shall the maximum liability to the COUNTY under this contract exceed **\$30,000**.

C. TERM:

This contract shall be effective for the period commencing on July 1, 2007 and ending on June 30, 2008. The COURT shall have no obligation for services rendered by the AGENCY which are not performed within the specified period.

D. STANDARD TERMS AND CONDITIONS:

1. The COUNTY is not bound by this contract until it is approved by the appropriate officials as indicated on the signature page of this contract.
2. This contract may be modified only by a written amendment which has been executed and approved by the appropriate parties as indicated on the signature page of this contract.
3. Either party may terminate this contract giving written notice to the other, at least thirty (30) days before the effective termination date. In that event, the AGENCY shall reimburse the COUNTY any remaining funds that might be unobligated at the time of contract termination.
4. If the AGENCY fails to properly perform its obligation under this contract, or violates any terms of this contract, the COUNTY shall have the right to immediately terminate the contract and require fair restitution of obligated funds. The AGENCY shall not be relieved of liability to the COUNTY for damages sustained by virtue of any breach of this contract by the AGENCY.
5. The AGENCY shall not assign this contract or enter into a subcontract for any of the services (with the exception of the purchase of professional clinical services on behalf of the clients) performed under this contract without obtaining the prior written approval of the COUNTY. If such subcontracts are approved by the COUNTY, they shall contain, at a minimum, paragraphs D. 6 and D. 8 of this contract.
6. The AGENCY shall maintain documentation for all charges against this contract. The books, records and documents of the AGENCY; insofar as they relate to work performed or money received under this contract; shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State Agency or the Comptroller of the Treasury or their duly appointed representatives. These records shall be maintained in accordance with generally accepted accounting principles.
7. The AGENCY hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination in the

performance of this contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law. The CONTRACTOR shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of non-discrimination.

8. The AGENCY, being an independent contractor, agrees to carry adequate public liability and other appropriate forms of insurance.
9. The AGENCY agrees to pay all taxes incurred in performance of this contract.
10. The COUNTY shall have no liability except as specifically provided in the contract.
11. The AGENCY shall comply with all applicable Federal and State laws and regulations in the performance of the Contract.
12. The contract shall be governed by the laws of the State of Tennessee.
13. The AGENCY certifies, by signing this contract, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or state department or agency;
 - b. Have not within a three year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records making false statements, or receiving stolen property;

- c. Are not presently indicted for or otherwise charged with a violation by any entity with a commission of a contract or contract offense as cited above and
 - d. Have not within a three (3) year period preceding this contract award, application and or /proposal had a publicly funded contract, contract or agreement (Federal, State, or Local) terminated for cause or Default.
14. If any provision of this contract is held to be invalid by an appropriate court of law, such invalidity shall not affect the other provisions of this contract, which shall remain in full force and effect.

E. SPECIAL TERMS AND CONDITIONS:

- 1. Should any of these special terms and conditions conflict with any other items and conditions of this Contract, these special terms and conditions shall control.
- 2. The AGENCY and its principals certify, to the best of their knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the AGENCY to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the AGENCY shall complete and submit Standard Form-LLL "Disclosure Form to

Report Lobbying," in accordance with its instructions.

- c. The CONTRACTOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
3. The AGENCY shall comply with 29 USC 701 et seq. (Employment of the Handicapped), 42 USC 12101 et seq. (Americans with Disabilities Act, Pub. L. 101-336) and all other applicable federal regulations in the performance of its duties under this contract.
4. The AGENCY shall maintain strict confidentiality of client records and other similar records in accordance with State and Federal law and established ethical standards.

IN WITNESS WHEREOF, the parties have their duly authorized representatives set their signatures.

By: Sue Pilson, Executive Director
Upper Cumberland Community Services Agency
1000 England Drive Suite F
Cookeville, TN 38501

Date

By: Kim Burks Blaylock, County Executive
Putnam County Courthouse
Cookeville, TN 38501

Date

The Chairman asked for questions on the motion. There were none.

The Chairman asked the Commissioners to vote on the motion to approve a contract between Putnam County General Sessions Court and Upper Cumberland Community Services Agency for the Adult Drug Court Services for fees collected for Drug and DUI fines in an amount not to exceed \$30,000 and the Commissioners voted as follows:

FOR

David Randolph
Larry Epps
Bob Duncan
Jim Martin
Jerry Ford
Scott McCanless
Andy Honeycutt
Marson McCormick
Johnnie Wheeler
Anna Ruth Burroughs
Reggie Shanks
Joel Cowan

Mike Medley
Joe Trobaugh
Eris Bryant
Sue Neal
Dale Moss
Greg Rector
Kevin Maynard
Gene Mullins
Jere Mason
Bill Walker
Mike Atwood
Ron Chaffin

The Clerk announced that twenty-four (24) voted for and zero (0) voted against.

The Chairman announced that the motion carried.

MOTION RE: THE FISCAL REVIEW COMMITTEE RECOMMENDS APPROVAL OF A CONTRACT BETWEEN PUTNAM COUNTY AND UPPER CUMBERLAND COMMUNITY SERVICES AGENCY FOR THE ADMINISTRATION OF A DRUG CONTROL GRANT IN THE AMOUNT OF \$107,951

Commissioner Bob Duncan moved and Commissioner Johnnie Wheeler seconded to approve a contract between Putnam County and Upper Cumberland Community Services Agency for the administration of a Drug Court Grant in the amount of \$107,951.

(SEE ATTACHED)

**CONTRACT
BETWEEN**

Putnam County

AND

Upper Cumberland Community Services Agency

This Contract, by and between Putnam County, hereinafter referred to as the "County" and Upper Cumberland Community Services Agency, hereinafter referred to as the "Agency," is for the provision of Drug Court Services, as further defined in the "SCOPE OF SERVICES."

The Agency is political sub-division of the State of Tennessee. The Agency's address is: 1000 England Drive Suite F, Cookeville, TN. 38501

A. SCOPE OF SERVICES:

- A.1. Providing enhancements to the Drug Court Program to include: staffing of a Marketing and Training Coordinator to develop a training and marketing plan to promote the program throughout the county to community stakeholders, policy makers and other with the intent being to raise awareness of the effort.
- A.2. Facilitating inter-agency coordination and networking to assure the incorporation of a wide array of effective services to assist drug court clients.
- A.3. Maintaining accurate and thorough expense records documenting all costs associated with the services provided.
- A.4. Maintaining strict confidentiality of client records and information, providing complete and immediate access to those personnel, and others are authorized to receive such confidential information.

B. CONTRACT TERM:

- B.1. Contract Term. This Contract shall be effective for the period commencing on October 1, 2007 and ending on December 31, 2008. The County shall have no obligation for services rendered by the Agency which are not performed within the specified period.
- B.2. Term Extension. The County reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of NO GREATER THAN FIVE years. An extension of the term of this Contract will be effected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original

Contract, the increase in the County's maximum liability will also be effected through an amendment to the Contract and shall be based upon rates provided for in the original contract.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the County under this Contract exceed ONE HUNDRED SEVEN THOUSAND, NINE HUNDRED FIFTY-ONE DOLLARS (107,951). The Service Rates in Section C.3 shall constitute the entire compensation due the Agency for the Service and all of the Agency's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Agency.

The Agency is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the County. The maximum liability represents available funds for payment to the Agency and does not guarantee payment of any such funds to the Agency under this Contract unless the County requests work and the Agency performs said work. In which case, the Agency shall be paid in accordance with the Service Rates detailed in Section C.3. The County is under no obligation to request work from the Agency in any specific dollar amounts or to request any work at all from the Agency during any period of this Contract.

- C.2. Compensation Firm. The Service Rates and the Maximum Liability of the County under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Agency shall be compensated monthly based on actual costs incurred and in accordance with the budget amounts shown as Attachment 1 and in an amount not to exceed the Contract Maximum Liability established in Section C.1. The Agency shall submit monthly invoices, in form and substance acceptable to the County with any required supporting documentation, prior to any payment.
- C.4. Travel Compensation. Travel costs shall be allowed and in accordance with state travel regulations.
- C.5. Payment of Invoice. The payment of the invoice by the County shall not prejudice the County's right to object to or question any invoice or matter in relation thereto. Such payment by the County shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.6. Invoice Reductions. The Agency's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the County, on the basis of audits conducted in accordance with the terms of this contract, not to constitute proper remuneration for compensable services.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The County is not bound by this Contract until it is approved by the appropriate County officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The County may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the County. The County shall give the Agency at least THIRTY (30) days written notice before the effective termination date. The Agency shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the County be liable to the Agency for compensation for any service which has not been rendered. Upon such termination, the Agency shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Agency fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Agency violates any terms of this Contract, the County shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Agency shall not be relieved of liability to the County for damages sustained by virtue of any breach of this Contract by the Agency.
- D.5. Subcontracting. The Agency shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the County. If such subcontracts are approved by the County, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination" (sections D.6. and D.7.). Notwithstanding any use of approved subAgencys, the Agency shall be the prime Agency and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Agency warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the County as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Agency hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Agency on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law.

The Agency shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.8. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar notices prepared and released by the Agency shall include the statement, "This project is funded under an agreement with Putnam County government and federal Bureau of Justice Assistance.
- D.9. Records. The Agency shall maintain documentation for all charges against the County under this Contract. The books, records, and documents of the Agency, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the County, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Monitoring. The Agency's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the County, the Comptroller of the Treasury, Bureau of Justice Assistance or their duly appointed representatives.
- D.11. Progress Reports. The Agency shall submit reports to the County as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Agency, being an independent contractor and not an employee of the County, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Agency's employees, and to pay all applicable taxes incident to this Contract.

- D.14. County Liability. The County shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

- D.16. State and Federal Compliance. The Agency shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Agency agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Agency acknowledges and agrees that any rights or claims against the County or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The County:
Kim Blaylock
County Executive
Putnam County
300 East Spring St.
Cookeville, TN 38501

The Agency:
Sue Pilson, Executive Director
Upper Cumberland Community Services Agency
1000 England Drive, Suite F Cookeville, TN. 38501

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of County and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the County reserves the right to terminate the Contract upon written notice to the Agency. Said termination shall not be deemed a breach of Contract by the County. Upon receipt of the written notice, the Agency shall cease all work associated with the Contract. Should such an event occur, the Agency shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Agency shall have no right to recover from the County any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.4. Breach. A party shall be deemed to have breached the Contract if any of the following occurs:

- failure to perform in accordance with any term or provision of the Contract;
- partial performance of any term or provision of the Contract;
- any act prohibited or restricted by the Contract, or
- violation of any warranty.

For purposes of this contract, these items shall hereinafter be referred to as a "Breach."

a. Contractor Breach— The County shall notify Agency in writing of a Breach.

- (1) In event of a Breach by Agency, the County shall have available the remedy of Actual Damages and any other remedy available at law or equity.
- (2) Liquidated Damages— In the event of a Breach, the County may assess Liquidated Damages. The County shall notify the Agency of amounts to be assessed as Liquidated Damages. The parties agree that due to the complicated nature of the Agency's obligations under this Contract it would be difficult to specifically designate a monetary amount for a Breach by Agency as said amounts are likely to be uncertain and not easily proven. It is hereby agreed between the parties that the Liquidated Damages represent solely the damages and injuries sustained by the County in losing the benefit

of the bargain with Agency and do not include any injury or damage sustained by a third party. The Agency agrees that the liquidated damage assessed is in addition to any amounts Agency may owe the County pursuant to the indemnity provision or other section of this Contract.

The County may continue to withhold the Liquidated Damages or a portion thereof until the Agency cures the Breach, the County exercises its option to declare a Partial Default, or the County terminates the Contract. The County is not obligated to assess Liquidated Damages before availing itself of any other remedy. The County may choose to discontinue Liquidated Damages and avail itself of any other remedy available under this Contract or at law or equity; provided, however, Agency shall receive a credit for said Liquidated Damages previously withheld except in the event of a Partial Default.

- (3) Partial Default— In the event of a Breach, the County may declare a Partial Default. In which case, the County shall provide the Agency written notice of: (1) the date which Agency shall terminate providing the service associated with the Breach; and (2) the date the County will begin to provide the service associated with the Breach. Notwithstanding the foregoing, the County may revise the time periods contained in the notice written to the Agency.

In the event the County declares a Partial Default, the County may withhold, together with any other damages associated with the Breach, from the amounts due the Agency the greater of: (1) amounts which would be paid the Agency to provide the defaulted service; or (2) the cost to the County of providing the defaulted service, whether said service is provided by the County or a third party. To determine the amount the Agency is being paid for any particular service, the Department shall be entitled to receive within five (5) days any requested material from Agency. The County shall make the final and binding determination of said amount.

The County may assess Liquidated Damages against the Agency for any failure to perform which ultimately results in a Partial Default with said Liquidated Damages to cease when said Partial Default is effective. Upon Partial Default, the Agency shall have no right to recover from the County any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount. Agency agrees to cooperate fully with the County in the event a Partial Default is taken

- (4) Contract Termination— In the event of a Breach, the County may terminate the Contract immediately or in stages. The Agency shall be notified of the termination in writing by the County. Said notice shall hereinafter be referred to as Termination Notice. The Termination Notice may specify either that the termination is to be effective immediately, on a date certain in the future, or that the Agency shall cease operations under this Contract in stages. In the event of a termination, the County may withhold any amounts which may be due Agency without waiver of any other remedy or damages

available to the County at law or at equity. The Agency shall be liable to the County for any and all damages incurred by the County and any and all expenses incurred by the County which exceed the amount the County would have paid Agency under this Contract. Agency agrees to cooperate with the County in the event of a Contract Termination or Partial Takeover.

- b. **County Breach**— In the event of a Breach of contract by the County, the Agency shall notify the County in writing within 30 days of any Breach of contract by the County. Said notice shall contain a description of the Breach. Failure by the Agency to provide said written notice shall operate as an absolute waiver by the Agency of the County's Breach. In no event shall any Breach on the part of the County excuse the Agency from full performance under this Contract. In the event of Breach by the County, the Agency may avail itself of any remedy at law in the forum with appropriate jurisdiction; provided, however, failure by the Agency to give the County written notice and opportunity to cure as described herein operates as a waiver of the County's Breach. Failure by the Agency to file a claim before the appropriate forum in Tennessee with jurisdiction to hear such claim within one (1) year of the written notice of Breach shall operate as a waiver of said claim in its entirety. It is agreed by the parties this provision establishes a contractual period of limitations for any claim brought by the Agency.
- E.5. **Partial Takeover.** The County may, at its convenience and without cause, exercise a partial takeover of any service which the Agency is obligated to perform under this Contract, including but not limited to any service which is the subject of a subcontract between Agency and a third party, although the Agency is not in Breach (hereinafter referred to as "Partial Takeover"). Said Partial Takeover shall not be deemed a Breach of Contract by the County. Agency shall be given at least 30 days prior written notice of said Partial Takeover with said notice to specify the area(s) of service the County will assume and the date of said assumption. Any Partial Takeover by the County shall not alter in any way Agency's other obligations under this Contract. The County may withhold from amounts due the Agency the amount the Agency would have been paid to deliver the service as determined by the County. The amounts shall be withheld effective as of the date the County assumes the service. Upon Partial Takeover, the Agency shall have no right to recover from the County any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.6. **County Ownership of Work Products.** The County shall have all ownership right, title, and interest, including ownership of copyright, in all work products created, designed, developed, derived, documented, installed, or delivered to the County under this Contract. The County shall have royalty-free and unlimited rights to use, disclose, reproduce, or publish, for any purpose whatsoever, all said work products. The Agency shall furnish such information and data upon request of the County, in accordance with the Contract and applicable County law.
- E.7. **Competitive Procurements.** This Contract provides for reimbursement of the cost of goods, materials, supplies, equipment, or services. Such procurements shall be made on a competitive basis, where practical.

E.8. County Furnished Property. The Agency shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the County for the Agency's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the County in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Agency shall be responsible to the County for the residual value of the property at the time of loss.

E.9. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:

a. Budget

In the event of a discrepancy or ambiguity regarding the Agency's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

E.10. Workpapers Subject to Review. The Agency shall make all audit, accounting, or financial analysis workpapers, notes, and other documentation available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Contract.

E.11. Lobbying. The Agency certifies, to the best of its knowledge and belief, that:

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

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

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

E.12. Public Funding Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Agency relative to this Contract shall include the statement, "This project is funded under an agreement with the

Office of Justice Programs." Any such notices by the Agency shall be approved by the County.

- E.13. Prohibited Advertising. The Agency shall not refer to this Contract or the Agency's relationship with the County hereunder in commercial advertising in such a manner as to County or imply that the Agency or the Agency's services are endorsed.
- E.14. Confidentiality of Records. Strict standards of confidentiality of records shall be maintained in accordance with the law. All material and information, regardless of form, medium or method of communication, provided to the Agency by the County or acquired by the Agency on behalf of the County shall be regarded as confidential information in accordance with the provisions of State law and ethical standards and shall not be disclosed, and all necessary steps shall be taken by the Agency to safeguard the confidentiality of such material or information in conformance with State law and ethical standards.

The Agency will be deemed to have satisfied its obligations under this section by exercising the same level of care to preserve the confidentiality of the County's information as the Agency exercises to protect its own confidential information so long as such standard of care does not violate the applicable provisions of the first paragraph of this section.

The Agency's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Agency of this Contract; previously possessed by the Agency without written obligations to the County to protect it; acquired by the Agency without written restrictions against disclosure from a third party which, to the Agency's knowledge, is free to disclose the information; independently developed by the Agency without the use of the County's information; or, disclosed by the County to others without restrictions against disclosure.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.15. Copyrights and Patents. The Agency agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the County for infringement of any laws regarding patents or copyrights which may arise from the Agency's performance of this Contract. In any such action brought against the County, the Agency shall satisfy and indemnify the County for the amount of any final judgment for infringement. The Agency further agrees it shall be liable for the reasonable fees of attorneys for the County in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Agency to the County. The County shall give the Agency written notice of any such claim or suit and full right and opportunity to conduct the Agency's own defense thereof.
- E.16. Public Accountability. If this Contract involves the provision of services to citizens by the Agency on behalf of the County, the Agency agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Agency agrees to display a sign stating:

"NOTICE: This Agency is a recipient of taxpayer funding. If you observe an employee

engaging in any activity which you consider to be illegal or improper, please call the State Comptroller's toll free hotline: 1-800-232-5454"

Said sign shall be displayed in a prominent place, located near the passageway(s) through which the public passes to receive County funded services.

- E.17. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Agency shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Agency shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.
- E.18. Authorized Individuals. Each party hereto has provided the other party hereto with a list identifying the individuals from whom the other party is authorized to accept any notices, requests, demands, or other advice which may be given hereunder by the party providing such list. Said lists, which are attached hereto as Attachment 2, shall be valid until revoked or amended by further written notice. The parties hereto shall only be entitled to rely on notices, requests, demands, or other advice given by such individuals.
- E.19. Date/Time Hold Harmless. As required by *Tennessee Code Annotated*, Section 12-4-118, the Agency shall hold harmless and indemnify the State of Tennessee; its officers and employees; and any County or political subdivision of the County for any breach of contract caused directly or indirectly by the failure of computer software or any device containing a computer processor to accurately or properly recognize, calculate, display, sort or otherwise process dates or times.
- E.20. Hold Harmless. The Agency agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Agency, its employees, or any person acting for or on its or their behalf relating to this Contract. The Agency further agrees it shall be liable for the reasonable cost of attorneys for the County in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Agency to the County.

In the event of any such suit or claim, the Agency shall give the County immediate notice thereof and shall provide all assistance required by the County in the County's defense. The County shall give the Agency written notice of any such claim or suit, and the Agency shall have full right and obligation to conduct the Agency's own defense thereof. Nothing contained herein shall be deemed to accord to the Agency, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by *Tennessee Code Annotated*, Section 8-6-106.

E.21. Debarment and Suspension. The Agency certifies, to the best of its knowledge and belief, that it and its principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or County;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

E.22. HIPAA Compliance. The State and Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations. Grantee warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this contract. Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of this Grant Contract so that both parties will be in compliance with HIPAA. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and Grantee in compliance with HIPAA. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.

E. 23. XML Language Compatibility. The Grantee agrees that if grant funds are used to purchase computer systems then the Grantee shall ensure that the systems are XML compatible.

E.24. Counter-terrorism Efforts. The Grantee agrees when funds are spent on counter-terrorism or first-responder efforts, the Grantee shall notify the State of Tennessee's Department of Homeland Security to ensure coordination of such efforts.

E.25. National Historical Preservation Act Compliance The Grantee shall adhere to the National Historical Preservation Act Compliance, Section 106 of the National Historic Preservation Act (16 U.S.C. Section 470, et seq., as amended) which states that prior to use of any grant funds to renovate, alter, or otherwise improve the exterior or interior of a building, applicants for federal funds must establish identification, record keeping, reporting, consultation and decision-making processes within their programs or procedures for

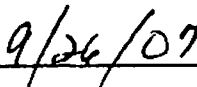
administering grant funds. The Grantee agrees to contact the Office of Criminal Justice Programs for additional implementation guidance before deciding on any renovation work for which the Grantee is unsure of the application of this condition.

IN WITNESS WHEREOF:

Upper Cumberland Community Services Agency



Sue Pilson, Executive Director



Date

Putnam County

Kim Blaylock, County Executive

Date

Putnam County Adult Drug Court
BUDGET SUMMARY

<u>Budget Category</u>	<u>Amount</u>
A. Personnel	<u>\$ 54,400.00</u>
B. Fringe Benefits	<u>\$ 24,516.00</u>
C. Travel	<u>\$ 8,635.00</u>
D. Equipment	<u>\$ -</u>
E. Supplies	<u>\$ 5,700.00</u>
F. Construction	<u>\$ -</u>
G. Consultants/Contracts	<u>\$ 10,500.00</u>
H. Other	<u>\$ 4,200.00</u>
Total Direct Costs	<u>\$ 107,951.00</u>
I. Indirect Costs	<u>\$ -</u>
TOTAL PROJECT COSTS	<u>\$ 107,951.00</u>

Federal Request	<u>\$107,951.00</u>
Non-Federal Amount	<u>\$46,182.00</u>

Putnam County Adult Drug Court

BUDGET DETAIL WORKSHEET

A. Personnel

Name/Position	Computation	Cost	In-Kind Total
Putnam County	County Executive (in-kind)		\$ 2,000.00
Drug Court Coordinator	\$45,000 x 20%	\$ 9,000.00	
Marketing/Training Coordinator	1 FTE @ \$35,000	\$ 35,000.00	
Drug Court Team members	\$40.00/hr x 10 members x 52 weeks (in-kind)		\$ 20,800.00
Administrative Assistant	1 PTE @ \$10,400	\$ 10,400.00	
SUB-TOTAL		\$ 54,400.00	\$ 22,800.00
B. Fringe Benefits			
Benefits	Computation	Cost	In-Kind total
FICA	\$54,400 x 7.65%	\$ 4,162.00	
Health/Dental	\$44,000 x 30%	\$ 13,200.00	
Retirement	\$54,400 x 10.65%	\$ 5,794.00	
Worker's Compensation	\$54,400 x 1%	\$ 544.00	
Unemployment	\$54,400 x 1.5%	\$ 816.00	
In-kind Salaries (Benefits @ 50.8%)	\$25,800 x 50.8% This is the total percentage of benefits based on what UCCSA pays in benefits. FICA 7.65% Health/Dental 30.00% Retirement 10.65% Worker's comp 1.00% Unemployment 1.5 %		\$ 13,106.00
SUB-TOTAL		\$ 24,516.00	\$ 13,106.00
TOTAL PERSONNEL & FRINGE BENEFITS		\$ 78,916.00	\$ 35,906.00

C. Travel

Purpose of Travel	Location	Item	Computation	Cost	In-Kind
BJA Sponsored Training	TBD, Out of State	2 people for 2 - 3 day trainings	\$300 airfare (x2)= \$600 (x2) = \$1200, \$1200 @\$100/night x 4 nights x 2 people x 2 trainings- lodging, \$900 meals, \$400 travel & parking	\$ 3,700.00	
Local travel	various meetings		Coordinators @ 500 miles/month x .46	\$ 2,760.00	
travel for training providers	Cookeville	2 training providers to provide local training to stakeholders	\$300 airfare (x2)= \$600, \$480 lodging, \$100 meals, \$300 travel & parking	\$ 1,480.00	
Drug Court state training	Chattanooga	2 people for 2 day training	225 miles x .46 (\$105), \$400 lodging, \$150 meals, parking \$40	\$ 695.00	
Total				\$ 8,635.00	
D. Equipment - none					
E. Supplies					
Supply Items	Computation			Cost	In-Kind
Office Supplies	\$300 for the M/T Coordinator			\$ 300.00	
Copies	1000 per month x 12 @ .05			\$ 600.00	
Postage	\$150/mo x 12			\$ 1,800.00	
Training materials	\$3,000		Advertising for the training (\$500), brochures (500 x \$.50 = \$250), name tags (\$100), copies of various handouts (500 x \$.25 = \$125), pens (\$100), reminder cards(\$75) and mailing expense (\$250), training manuals (150 x \$5.00 = \$750), visual aids (\$250), training space (\$600)	\$ 3,000.00	
Food for training		In-Kind			\$ 4,500.00
Total				\$ 5,700.00	\$ 40,406.00
F. Construction - none					

G. Consultants/Contracts			
Name of Consultant	Service Provided	Computation	Cost
UT College of Social Work	Evaluation	100 hours x \$100/hour	\$ 10,000.00
UT College of Social Work	Evaluation	25 hours x \$100/hour (in-kind)	(\$ 2,500.00)
Advisory Committee	\$50.00/hr x 15 members x 4 meetings (in-kind)		(\$ 3,000.00)
Advisory Committee	Travel to and from meetings	15 members @10 miles per meeting x .46 x 4 meetings (in-kind)	(\$ 276.00)
Drug Court Training consultants	training	2 days @ \$250/day	\$ 500.00
Total			\$ 10,500.00
H. Other Costs			
Description	Computations	Cost	In-kind
Office Space	20% of Drug Court Coordinators space	\$ 1,000.00	
	M/T space @100 sq. ft. x \$20/sq. ft.	\$ 2,000.00	
Telephone	\$100 per month x 12 months	\$ 1,200.00	
Total		\$ 4,200.00	
Total Cost		\$ 107,951.00	\$ 46,182.00

Putnam County Adult Drug Court Program

BUDGET NARRATIVE

A. Personnel:

Kim Blaylock, Putnam County. The Putnam County Executive office is the unit of local government, which the funds will flow through, and they will sub-contract with the Upper Cumberland Community Services Agency for program and service delivery. Ms. Blaylock will have the fiscal and reporting responsibilities.

Tammy Holmes, Drug Court Coordinator: (20%) The Coordinator will provide the day-to-day supervision of the program staff and will work directly with the county court system and drug court team. In addition, she will ensure contractual compliance, complete all reporting requirements, and ensure program evaluation.

Marketing/Training Coordinator: (100%) The Marketing/Training Coordinator will work directly with the community to plan, schedule and assist with developing a training and marketing plan to promote the program throughout the county to community stakeholders, policy makers and others with the intent being to raise awareness of the effort.

Administrative Assistant: (1PTE) The Administrative Assistant will work with the M/T Coordinator to assist in the administration of the program to include completing payroll, payables, invoicing, data collection, and reporting.

Drug Court Team Members: Team members will attend weekly drug court sessions as well as quarterly Advisory Committee meetings. Their time and efforts will be an in-kind donation to the program.

B. Fringe:

The agency provides a standard fringe benefits package that all full time employees may take advantage of. The agency provides 80% of the cost of health insurance coverage for employees and their families, 80% of individual dental insurance, agency-paid participation in the

Tennessee Consolidated Retirement System, unemployment insurance, worker's compensation, and FICA.

C. Travel:

The Coordinators will travel an average of 500 miles per month covering the Putnam County area of the Upper Cumberland region. They will be visiting with community representatives, prospective training locations, and caterers, etc. Both coordinators will attend two (2) BJA sponsored trainings, which will most likely be out of state. The grant will also pay any related travel expenses for training consultants to provide local training to our community. The coordinators will also attend the statewide drug court training in October 2007 to be held in Chattanooga, Tennessee.

Training:

The coordinators will attend the statewide drug court training in October 2007; there is no registration cost for this training. They will also attend two (2) BJA sponsored trainings on best practices in Drug Courts such as: **The Promise of Drug Court; Targeting and Eligibility; Team Building; Drug Court Environment and Judicial Styles; Case Management.** This grant will make it possible for the drug court to provide training to various people in the community such as: the Bar Association, political officials, treatment representatives, local law enforcement, hospital and other health care workers, and any other interested community members is critical to advancing the program to the next level.

D. Equipment:

There are no equipment needs at this time for this program.

E. Supplies:

General office supplies will be necessary as well including but not limited to paper, pens, ink cartridges, planners. We are estimating the cost of materials associated with the training we will provide to be approximately \$5000. This will include nametags for participants (\$100), handouts

(\$125), advertising for the training(\$500), brochures (\$250), copies of various handouts (\$125), pens (\$100), reminder cards (\$75), training manuals (\$750), visual aids (\$250), and renting training space (\$600). We will possible have two days of training and provide different types of sessions on the different days. We anticipate there will be approximately 150 participants each day.

F. Construction

None

G. Consultants/Contracted Providers:

We will contract with a program evaluator from the UT College of Social Work to provide the program evaluation and evaluation protocol and plan to be used in future years. We look forward to conducting an outcome and process evaluation and cost analysis. The evaluation will both be a contracted service and a percentage of donated (in-kind) time.

We will contract with someone to provide our local community with specific drug court training. This may be someone from the state or another drug court program within the state of Tennessee.

Advisory Committee: Advisory Committee members will donate time quarterly to advise the drug court in sustainability, marketing, program and design planning and ongoing evaluation.

H. Other Costs:

Office space for the M/T Coordinator is estimated to be \$170 per month for a yearly cost of \$2000. This grant would pay 20% of the Drug Court Coordinators office space that is estimated to be \$1000 for the year. Both Coordinators will need a telephone and some long distance charges will apply. An 800 number is available for in-coming calls.

I. Indirect Costs:

None

The Chairman asked for questions on the motion. There were none.

The Chairman asked the Commissioners to vote on the motion to approve a contract between Putnam County and Upper Cumberland Community Services Agency for the administration of a Drug Court Grant in the amount of \$107,951 and the Commissioners voted as follows:

David Randolph
Larry Epps
Bob Duncan
Jim Martin
Jerry Ford
Scott McCanless
Andy Honeycutt
Marson McCormick
Johnnie Wheeler
Anna Ruth Burroughs
Reggie Shanks
Joel Cowan

Mike Medley
Joe Trobaugh
Eris Bryant
Sue Neal
Dale Moss
Greg Rector
Kevin Maynard
Gene Mullins
Jere Mason
Bill Walker
Mike Atwood
Ron Chaffin

The Clerk announced that twenty-four (24) voted for and zero (0) voted against.

The Chairman announced that the motion carried.

MOTION RE: THE FISCAL REVIEW COMMITTEE RECOMMENDS APPROVAL THAT \$10,000 BE APPROPRIATED FROM THE COUNTY GENERAL FUND FOR AN OPTION TO PURCHASE APPROXIMATELY 130 ACRES FROM O.J. WRIGHT

Commissioner Bob Duncan moved and Commissioner Jim Martin seconded to approve that \$10,000 be appropriated from the County General Fund for an option to purchase approximately 130 acres from O.J. Wright.

The Chairman asked for questions on the motion. There were none.

The Chairman asked the Commissioners to vote on the motion to approve that \$10,000 be appropriated from the County General Fund for an option to purchase approximately 130 acres from O.J. Wright and the Commissioners voted as follows:

FOR

David Randolph
Larry Epps
Bob Duncan
Jim Martin
Jerry Ford
Scott McCanless
Sue Neal
Dale Moss
Greg Rector
Kevin Maynard
Gene Mullins
Bill Walker
Mike Atwood
Ron Chaffin

AGAINST

Andy Honeycutt
Marson McCormick
Johnnie Wheeler
Anna Ruth Burroughs
Reggie Shanks
Joel Cowan
Mike Medley
Joe Trobaugh
Eris Bryant
Jere Mason

The Clerk announced that fourteen (14) voted for and ten (10) voted against.

The Chairman announced that the motion carried.

**MOTION RE: THE FISCAL REVIEW COMMITTEE RECOMMENDS APPROVAL OF
BUDGET AMENDMENTS TO THE COUNTY GENERAL FUND IN THE AMOUNT OF
\$203,364**

Commissioner Bob Duncan moved and Commissioner Jim Martin seconded to approve the budget amendments to the County General Fund in the amount of \$203,364.

(SEE ATTACHED)

TO: County Commission Members

FROM: Debby Francis, Manager of Accounts/Budgets

DATE: October 9, 2007

RE: Amendments approved by the Fiscal Review Committee

County General Fund-101
Expenditure Code Number

	<u>Debit</u>	<u>Credit</u>
<u>53330 Drug Court</u>		
309 Contracts with Gov't Agencies		30,000
399 Other Contracted Services		107,951
<u>54410 Civil Defense</u>		
509 Refunds		6,128
<u>54490 Other Emergency Mgt.</u>		
790 Other Equipment		49,285
<u>58900 Miscellaneous</u>		
715 Land		10,000

County General Fund - 101
Revenue Code Number

#34156 Reserve for Drug Court & DUI Fees	30,000	
#39000 Fund Balance	10,000	
#46220 Drug Control Grants	107,951	
#47230 HMEP Grant	6,128	
#47235 Homeland Security Grant	49,285	
TOTAL	\$203,364	\$203,364

Putnam County Budget Amendment/Transfer Authorization Form

Department **Miscellaneous**

Date: **October 9, 2007**

<u>Fund #</u>	<u>Account #</u>	<u>Account Description</u>	<u>Current Approved Amount</u>	<u>Decrease</u>	<u>Increase</u>	<u>Amount Requested</u>	<u>Amount Expended (Received) YTD</u>
101	58900-715	Land	0		10,000	10,000	0
101	#39000	Fund Balance		10,000			

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Explanation: **Option to Purchase - Land**

Requested By: *DHJ*
Supervisor _____

Action by Fiscal Review Committee
Recommended
Not Recommended
Date _____

Recommended for Approval:
Official/Department Head *Kern*

Action by County Commission
Approved
Not Approved
Date _____

The Chairman asked for questions on the motion. There were no.

The Chairman asked the Commissioners to vote on the motion to approve budget Amendments to the County General Fund in the amount of \$203,364 and the Commissioners voted as follows:

FOR

David Randolph
Larry Epps
Bob Duncan
Jim Martin
Jerry Ford
Scott McCanless
Marson McCormick
Johnnie Wheeler
Anna Ruth Burroughs
Reggie Shanks
Joel Cowan

Mike Medley
Joe Trobaugh
Eris Bryant
Sue Neal
Dale Moss
Greg Rector
Kevin Maynard
Gene Mullins
Bill Walker
Mike Atwood
Ron Chaffin

AGAINST

Andy Honeycutt
Jere Mason

The Clerk announced that twenty-two (22) voted for and two (2) were absent.

The Chairman announced that the motion carried.

NOMINATING COMMITTEE

MOTION RE: THE NOMINATING COMMITTEE RECOMMENDS THAT JOEL COWAN AND ANNA RUTH BURROUGHS BE REAPPOINTED TO THE DELINQUENT PROPERTY TAX COMMITTEE FOR 2 YEAR TERMS TO EXPIRE OCTOBER 2009

Commissioner Greg Rector moved and Commissioner Jere Mason seconded to approve that Joel Cowan and Anna Ruth Burroughs be reappointed to the Delinquent Property Tax Committee for 2 year terms to expire October 2009.

The Chairman asked for questions on the motion. There were none.

The Chairman asked for a voice vote on the motion to approve Joel Cowan and Anna Ruth Burroughs be reappointed to the Delinquent Property Tax Committee for 2 year terms to expire October 2009. The motion carried.

MOTION RE: THE NOMINATING COMMITTEE RECOMMENDS TO CONSIDER ONE OF THE FOLLOWING COMMISSIONERS TO FILL THE UNEXPIRED TERM OF GREG RECTOR ON THE PUTNAM COUNTY FAIR BOARD- TERM TO EXPIRE OCTOBER 2009.

**ANNA RUTH BURROUGHS
SCOTT MCCANLESS**

Commissioner Greg rector moved and Commissioner Jere Mason seconded to consider one of the following Commissioners to fill the unexpired term of Greg Rector on the Putnam County Fair Board – term to expire October 2009: Anna Ruth Burroughs or Scott McCanless.

The Chairman asked for other nominations. There were none.

The Chairman asked the Commissioners to vote for either Anna Ruth Burroughs or Scott McCanless to fill the unexpired term of Greg Rector on the Putnam County Fair Board – term to expire October 2009 and the Commissioners voted as follows:

Larry Epps – Anna Ruth Burroughs
David Randolph – Anna Ruth Burroughs
Bob Duncan – Scott McCanless
Jim Martin – Anna Ruth Burroughs
Scott McCanless – Scott McCanless
Jerry Ford – Scott McCanless
Andy Honeycutt – Anna Ruth Burroughs
Marson McCormick – Anna Ruth Burroughs
Anna Ruth Burrough – Anna Ruth Burroughs
Johnnie Wheeler – Anna Ruth Burroughs
Reggie Shanks – Anna Ruth Burroughs
Joel Cowan – Anna Ruth Burroughs
Micheal Medley – Anna Ruth Burroughs
Joe Trobaugh – Anna Ruth Burroughs
Eris Bryant – Scott McCanless
Sue Neal _ Scott McCanless
Dale Moss – Scott McCanless
Greg Rector – Scott McCanless
Kevin Maynard – Scott McCanless
Gene Mullins – Scott McCanless
Jere Mason – Scott McCanless
Bill Walker – Scott McCanless
Ron Chaffin – Scott McCanless
Mike Atwood – Scott McCanless

The Clerk announced that thirteen (13) voted for Scott McCanless and eleven (11) voted for Anna Ruth Burroughs.

The Chairman announced that Scott McCanless was elected.

**MOTION RE: THE NOMINATING COMMITTEE RECOMMENDS THAT THE FOLLOWING
BE CONSIDERED FOR APPOINTMENTS TO THE AGRICULTURAL AND INDUSTRIAL
FAIR BOARD FOR 3 YEAR TERMS TO EXPIRE OCTOBER 2010:**

**KATHY REELS
GINA HOOPER
SCOTT DAVIDSON – may have conflict
CINDY STRONG
VINNY FACCINTO
BILL DYER
JENNIFER MANIER
MIKE DALTON**

Commissioner Greg Rector moved and Commissioner Jere Mason seconded to consider the following for appointments to the Agricultural and Industrial Fair Board for 3 year terms to expire October 2010: Kathy Reels, Gina Hooper, Scott Davidson, Cindy Strong, Vinny Faccinto, Bill Dyer, Jennifer Manier, Mike Dalton.

The Chairman asked for other nominations. There were none.

Cindy Strong, Gina Hooper, and Bill Dyer addressed the Commission regarding their desire to be appointed to the Fair Board.

The Commission discussed the possible conflict of Scott Davidson being appointed.

The Chairman asked the Commissioners to vote for up to 5 people to be considered for appointments to the Agricultural and Industrial Fair Board for 3 year terms to expire October 2010: Kathy Reels, Gina Hooper, Scott Davidson – may have conflict, Cindy Strong, Vinny Faccinto, Bill Dyer, Jennifer Manier, Mike Dalton and the Commissioners voted as follows:

Larry Epps – Kathy Reels, Gina Hooper, Cindy Strong, Vinny Faccinto, Bill Dyer.
David Randolph – Kathy Reels, Gina Hooper, Cindy Strong, Vinny Faccinto, Bill Dyer.
Bob Duncan – Kathy Reels, Gina Hooper, Cindy Strong, Vinny Faccinto, Bill Dyer.
Jim Martin – Kathy Reels, Gina Hooper, Cindy Strong, Vinny Faccinto, Bill Dyer.
Scott McCanless – Kathy Reels, Gina Hooper, Cindy Strong, Vinny Faccinto, Bill Dyer.
Jerry Ford – Kathy Reels, Gina Hooper, Cindy Strong, Vinny Faccinto, Bill Dyer.
Andy Honeycutt – Gina Hooper, Scott Davidson, Cindy Strong, Bill Faccinto, Mike Dalton.
Marson McCormick – Kathy Reels, Gina Hooper, Cindy Strong, Vinny Faccinto, Bill Dyer.
Anna Ruth Burroughs – Kathy Reels, Gina Hooper, Scott Davidson, Cindy Strong, Bill Dyer.
Johnnie Wheeler – Kathy Reels, Gina Hooper, Cindy Strong, Vinny Faccinto, Bill Dyer.
Reggie Shanks – Gina Hooper, Scott Davidson, Cindy Strong, Vinny Faccinto, Bill Dyer.
Joel Cowan – Gina Hooper, Scott Davidson, Cindy Strong, Bill Dyer.
Michael Medley – Cindy Strong.
Joe Trobaugh – Kathy Reels, Gina Hooper, Cindy Strong, Vinny Faccinto, Bill Dyer.

ELECTION OF NOTARIES

REBECCA E. BRADY

MICHAEL E. BUCKNER

MINDY BUMBALOUGH

RALPH A. CAMPBELL

DOREEN COX

ROSE HALL

BRENT HART

JOHN JOHNSON

SANDRA G. KOGER

DAVID W. LEDBETTER

ANGELA MORGAN

MELBA MURPHREE

BEVERLY NASH

DONNA RUSSELL

SHERRY D. THURMAN

ROGER WILMOTH

Eris Bryant – Kathy Reels, Gina Hooper, Scott Davidson, Cindy Strong, Bill Dyer.
Sue Neal – Kathy Reels, Gina Hooper, Cindy Strong, Vinny Faccinto, Bill Dyer.
Dale Moss – Kathy Reels, Gina Hooper, Cindy Strong, Vinny Faccinto, Bill Dyer.
Greg Rector – Kathy Reels, Gina Hooper, Cindy Strong, Vinny Faccinto, Bill Dyer.
Kevin Maynard – Kathy Reels, Gina Hooper, Cindy Strong, Vinny Faccinto, Bill Dyer.
Gene Mullins – Kathy Reels, Gina Hooper, Cindy Strong, Vinny Faccinto, Bill Dyer.
Jere Mason – Gina Hooper, Cindy Strong, Bill Dyer.
Bill Walker – Kathy Reels, Gina Hooper, Cindy Strong, Vinny Faccinto, Bill Dyer.
Ron Chaffin – Kathy Reels, Gina Hooper, Cindy Strong, Vinny Faccinto, Bill Dyer.
Mike Atwood – Kathy Reels, Gina Hooper, Cindy Strong, Vinny Faccinto, Bill Dyer.

The Clerk announced that Kathy Reels had nineteen (19) votes, Gina Hooper had twenty-three (23) votes, Scott Davidson had five (5) votes, Cindy Strong had twenty-four (24) votes, Vinny Faccinto had eighteen (18) votes, Bill Dyer had twenty-three (23) votes, Jennifer Manier had zero (0) votes, and Mike Dalton had one (1) vote.

The Chairman announced that Kathy Reels, Gina Hooper, Cindy Strong, Vinny Faccinto, and Bill Dyer were elected to the Agricultural and Industrial Fair Board.

REPORT OF SPECIAL COMMITTEES

RESOLUTIONS

MOTION RE: ELECTION OF NOTARIES

Commissioner Jere Mason moved and Commissioner Joe Trobaugh seconded to approve the Election of Notaries.

(SEE ATTACHED)

The Chairman asked for questions on the motion. There were none.

The Chairman asked the Commissioners to vote on the motion to approve the Election of Notaries and the Commissioners voted as follows:

FOR

Bob Duncan

Jim Martin

Jerry Ford

Scott McCanless

Andy Honeycutt

Marson McCormick

Johnnie Wheeler

Anna Ruth Burroughs

Reggie Shanks

Joel Cowan

Mike Medley

Joe Trobaugh

Eris Bryant

Sue Neal

Dale Moss

Greg Rector

Kevin Maynard

Gene Mullins

Jere Mason

Bill Walker

Mike Atwood

Ron Chaffin

AGAINST – David Randolph

ABSTAIN – Larry Epps

The Clerk announced that twenty-two (22) voted for, one (1) against, and one (1) abstained.

The Chairman announced that the motion carried.

OTHER NEW BUSINESS

ANNOUNCEMENTS AND STATEMENTS

Carie Vaughn spoke to the Commission regarding Plantation View Road..

Cassandra Newman spoke to the Commission on Plantation View Road.

MOTION RE: ADJOURN

Commissioner Andy Honeycutt moved and Commissioner Jere Mason seconded to adjourn.

The Chairman asked for questions on the motion. There were none.

The Chairman asked for a voice vote on the motion to adjourn. The motion carried.

PLANNING COMMITTEE MINUTES

October 8, 2007

Prepared by Deborah Francis

Jim Martin Present
Scott McCanless Present
Reggie Shanks Present
Marson McCormick Present
Anna Ruth Burroughs Present
Larry Epps Present

Eris Bryant Present
Dale Moss Present
Jere Mason Present
Gene Mullins Present
Mike Atwood Present
Mike Medley Present

Item #1 *Discussion about the elimination of concrete curbs in subdivisions except within the growth boundary of the City Of Cookeville.*

Motion: Recommends approval to eliminate concrete curbs in subdivisions except within the growth boundary of the City of Cookeville.

Made By: Medley
Seconded: Mason

AMENDMENT TO MOTION

Recommends for Regional Planning to formally discuss concrete curbing in subdivisions at their next meeting to determine if problems with this can be resolved. Also, Regional Planning needs to come back in 30 days with a recommendation.

Made By: Martin
Seconded: Atwood

VOICE VOTE APPROVED

Item #2 *Any recommendations from the Road Committee*

Motion: Recommends that the following roads be accepted as county roads and be added to the Official County Road Map:

Brotherton Drive
Brotherton Point
Overlook Circle
Overlook Point
Extension of Fawn Drive (2,620 feet)
Bear Creek Point
Bear Circle
Bear Lane

Made By: Mason
Seconded: Medley

VOICE VOTE APPROVED

Item #3 *Any other business*

NONE

ADJOURNED

FISCAL REVIEW COMMITTEE MINUTES

October 8, 2007

Prepared by Deborah Francis

ROLL CALL

Bob Duncan Present
Jerry Ford Present
David Randolph Present
Johnnie Wheeler Present
Joe Trobaugh Present
Andy Honeycutt Present

Greg Rector Present
Kevin Maynard Present
Bill Walker Present
Ron Chaffin Absent
Sue Neal Present
Joel Cowen Present

Item #1 *Resolution for UCDD to apply for a Infrastructure Development Grant.*

Motion: Recommends approval of a Resolution to authorize the Upper Cumberland Development District to apply for, on behalf of Putnam County, a FastTract Infrastructure Development Grant.

Made By: Wheeler
Seconded: Honeycutt

VOICE VOTE APPROVED

Item #2 *Contract with UCCSA for the Adult Drug Court Services for fees collected for Drug and DUI Fines in an amount not to exceed \$30,000.*

Motion: Recommends approval of a contract between Putnam County General Sessions Court and Upper Cumberland Community Services Agency for the Adult Drug Court Services for fees collected for Drug and DUI fines in an amount not to exceed \$30,000.

Made By: Wheeler
Seconded: Honeycutt

VOICE VOTE APPROVED

Item #3 *Contract with UCCSA for the administration of a Drug Court Grant*

Motion: Recommends approval of a contract between Putnam County and Upper Cumberland Community Services Agency for the administration of a Drug Court Grant in the amount of \$107,951.

Made By: Neal
Seconded: Wheeler

VOICE VOTE APPROVED

Item #4 *Discussion with Circuit Court Clerk Marcia Borys to purchase the BIS Digital Court Reporting System for General Sessions and Circuit I Courtrooms as well as PA systems.*

Ms. Borys brought back a revision to her original request to reflect the cost of all five courtrooms and the BIS Digital Court Reporting system for General Sessions and Circuit I at a cost to the county of \$43,899 which will be funded through her reserve account.

Commissioners thought that the entire project should be done at one time.

Motion: Recommends to defer action on this until Marcia Borys hears from the AOC and she brings back totals on the entire project. The budget amendment will be deleted at this time.

VOICE VOTE APPROVED

Made By: Trobaugh
Seconded: Walker

Item #5 County General Budget Amendments

Motion: Recommends approval of the budget amendments to the County General Fund.

VOICE VOTE APPROVED

Made By: Ford
Seconded: Walker

Item #5 Any other business

County Attorney Jeff Jones addressed the Committee with an offer from O.J. Wright for the county to purchase an option to buy in an amount of \$10,000 for 6 months, which the county could renew for an additional 6 months. This is approximately 130 acres with 80 acres being in Putnam County and the other acres being in White County.

Motion: Recommends approval for \$10,000 to be appropriated in the County General Fund, for an option to purchase 130 acres from O.J. Wright.

Made By: Ford
Seconded: Randolph

ROLL CALL VOTE

Yes	No
Randolph	oneycutt
Duncan	Wheeler
Ford	Cowan
Neal	Trobaugh
Rector	
Maynard	
Walker	

ADJOURNED

FISCAL REVIEW AGENDA

TO: Putnam County Board of Commissioners

FROM: Kim Blaylock, County Executive

DATE: October 3, 2007

RE: Fiscal Review Committee Agenda

Listed below are items to be considered by the County's Fiscal Review Committee on Monday, October 8, 2007, at 5:00 PM in the County Commission Chambers at the Courthouse.

1. Consider resolution to authorize the Upper Cumberland Development District to apply for, on behalf of Putnam County, a FastTrack Infrastructure Development Grant.
2. Consider approval of a Contract between Putnam County General Sessions Court and Upper Cumberland Community Services Agency for the Adult Drug Court Services for fees collected for Drug and DUI fines in an amount not to exceed \$30,000.
Budget amendment included
3. Consider approval of a Contract between Putnam County and Upper Cumberland Community Services Agency for the administration of a Drug Court Grant in the amount of \$107,951.
Budget amendment included
4. Discuss with Circuit Court Clerk Marcia Borys, the request to purchase the BIS Digital Court Reporting System for General Sessions and Circuit I Courtrooms, as well as PA systems.
Budget amendment included
5. Consider budget amendments to the County General Fund.
6. Any other business that needs to be reviewed by the Fiscal Review Committee.

PLANNING COMMITTEE

TO: Putnam County Board of Commissioners

FROM: Kim Blaylock, County Executive

DATE: October 3, 2007

RE: Planning Agenda

Listed below are items to be considered by the County's Planning Committee on Monday, October 8, 2007, at 6:00 PM in the County Commission Chambers at the Courthouse.

1. Discuss the elimination of concrete curbs in subdivisions except within the growth boundary of the City of Cookeville.
2. Discuss any recommendations by the Road Committee.
Note: The Road Committee is meeting on October 3rd to discuss any recommendations
3. Any other business that needs to be reviewed by the Planning Committee.