

HARTSVILLE/TROUSDALE COUNTY GOVERNMENT

STEERING COMMITTEE

*Dwight Jewell, Chair
Jerry Ford, Vice Chair
Beverly Atwood, Secretary*

*Gary Claridy
Bill Fergusson
T Bubba Gregory
Landon Gulley*

*Richard Harsh
David Nollner
Lonnie Taylor
Stephen Chambers, Mayor*

AGENDA

TUESDAY, JANUARY 4, 2022 | 6:00 PM | TC COURTHOUSE

1. Open Meeting
2. Review Minutes from November 9, 2021
3. Items to be Reviewed
 - A. Resolution 2022-01-745 Wheel Tax Sunset Date
 - B. GNRC American Rescue Plan Assistance
 - C. 5th District Commissioner Appointment
4. Items moved to Commission
 - A. Engineering Services RFQ for criminal justice center (*from Law Enforcement Committee*)
 - B. Personnel Policy amendments (*from Personnel Committee*)
 - C. Rate schedule for Trash Services (*from Solid Waste Committee*)
5. Other Discussion
6. Public Comment
7. Adjourn

Steering Committee

November 9, 2021

Jewell called the Steering Committee to order at 6:00pm. In the Trousdale County Upstairs Courthouse.

Attendance:

The following attended Terry Gregory, Dwight Jewell, Beverly Atwood, Landon Gulley, Gary Claridy, L. Taylor, Mayor Chambers, Nollner, Ferguson, Harsh, Ford

Review of Minutes: Harsh approved minutes 2nd by Ford with all in favor.

Election of officers.

Open Floor for Nominees:

Chair: Harsh nominated Jewell for Chair by Harsh

Ford made a motion to cease and elect Jewell by acclamation. All in Favor.

V Chair: Harsh nominate Ford 2nd by Atwood.

Gulley made a nomination to cease and elect Ford by acclamation. All in Favor

Secretary: Claridy nominated Atwood 2nd by Gregory.

Ford nominations cease and elect Atwood by acclamation. All in Favor

Officers: Chair – Jewell

V. Chair – Ford

Secretary - Atwood

County Assessment Plan from 6 years to 5 years.

Request from Property Assessor Potts.

Jewell: Reappraisal Plan

State gives option 6, 5, 4, if growth. Ask in 3 years to do a reappraisal.

Suggestion to go to 5 year reappraisal to prevent the reappraisals in between.

Some ways beneficial to deal every 5 years not every 3 years. Downside every 5 years, maybe a larger inflation.

Mayor: My understanding as well.

Resolution draft in front of us.

Not sure what committees may need to go but maybe Budget & Finance.

Gulley: When will this go into effect since our last appraisal was 2020?

Potts: This will go into effect this year and another in 5 years.

2022 is reappraisal, changing from 6 to 5 years CDU, current date updated.

2019 was a raise, 2022 another raise.

Rates stay the same longer depending on growth. Should have been flattening off.

Jewell: When would we start this?

Potts: This would start January 2022.

6 year plan has 5 years to edit/review whole county. New computer system will help with this.

Fergusson: No assessment and tax increase in same year?

Jewell: Correct.

Looking at 25-30% value raise this year in our county to average out.

Then will roll taxes back.

#1 advantage

#1 amount of work with CDU on our offices and state.

All the mailings going out and they have been added to budget for this.

Thought of commission? May need to go to Budget but does it need to go full commission?

Potts: Talked yesterday only a handful of counties who still have this. TN going to have to review.

Fergusson: Motion to send this to full body, 2nd by Ford. All in favor.

Ford: Seems to be eliminate a lot of work. May actually be a cost saving.
Looking back at Byrd's budget in 2019 cost around \$3-3500.

Opioid Settlement Resolution

Mayor: State of TN assumed various opioid of certain pharmaceutical, distributors and manufactures.
State passed to divvy up the money with all counties and cities that qualify with this. Monies will be distributed among these with remainder going to the State General Fund. Does not cost county anything. Amount of money is not set at this time.

Gulley: \$ of 600 million.

Mayor: If enough go with it will depend on bottom figure. This would be split among 95 counties.

Ford: Mayor any stipulations of how it can be used? Used for drug counseling etc.

Gulley: Recommend sending to full body. Taylor second. All in favor.

C: RFQ for Civil Engineering Firm

Mayor: If we had a contract with Engineering Firm, we might could move through some projects sooner.
Just like expansion at Health Department and assist with other grants.
Feel may need to go to professional Services Selection Committee

Gulley: RFQ – can't ask for \$ just for qualifications.

Jewell: What will we need them for?

HVAC, windows in this building – Public Works Department

Claridy: How many firms to send this to?

Mayor: Put in Gallatin newspaper? New system to put in 3-4 firms contacted in the past.

Claridy: Statewide/Nationwide?

Mayor: Try to get offices close to be able to come review.

Jewell: How do we need to go with this? Full body approved tonight?

Mayor: Just giving me/my office permission to proceed? I will then move to full body.

Health Department Expansion

Been to my office, Have buildings behind there building. COVID 19 supplies are outside. Looking at expansion to store supplies for covid 19 testing and another exam room. Awning or carport for vaccines?

Jewell: Building 20-25 years old?

Gulley: Property available?

Mayor: Transfer from Hwy Dept to county to expand and Mr. Scruggs is good with that. Expansion would go directly back to the North.

Ford: Idea of cost?

Mayor: If we had firm this would expedite this process. May be able to use American Rescue Funds for capital improvement.

Ford: Size of expansion?

Mayor: Working on it but do not know for sure. Just an FYI to give a heads up, more information to follow.

Veteran Services Office MOU

When Mrs. Russell resigned office has been vacant. Know you had mentioned this before.

Mayor: Federal Requirements are 20 hours a week. Mentioned this to some other counties that could assist.

2 days a month: 1 in office 2nd day would be an outing to different parts of the county. Report to my office monthly. Total cost \$700 director a month. \$500 assistance.

One or the other will be here.

Ford: Can we not find anyone in the county to do this?

Mayor: They would be there 2 days a month and use Debbie Jenkins old office 1st day office 2nd day with outreach.

Fergusson: What are we doing currently?

Mayor: Referring to Gallatin office or contact the state.

Fergusson: Would Gallatin office assist them? Have we talked to our local veterans in our county? Do you know the figure of veterans we have?

Mayor: Approximately 420.

Jewell: After last week's meeting it was recommended, we need our own office.

Some don't have access to go outside. I would like for us to look at the whole issue. Services available, amount of people we have.

Ford: Personally, I feel we are doing an inconvenience to keep here at home. Feel we need to keep at home.

Gulley: 20 hours required per week?

Mayor: 16 hrs. originally by not knowing requirements.

Fergusson: Feel we need to keep at home. Need to exhaust all options. We must keep here if at possible. Maybe we need a subcommittee.

Gulley: Current pay rate \$12-12.50/hour. No increase that I recall for that office.

Jewell: Mr. Fergusson do I understand you fill we need to create a committee.

Fergusson: Yes I feel we need some assistance on this.

Jewell: Feel we need to have a study committee not a permanent committee.

Mayor: This MOU is to help to go out to outreach.

Jewell: Frankly I feel this would be voted down if we do not do a sub study committee, we can get the research needed thru that. Recommendations of what may ne needed. It's not stepping on anyone's toes. We all were elected by the same people.

Claridy: Looking at \$ numbers are different.

Mayor: Email yesterday different from todays \$ already allocated.

Gulley: I like the idea of us researching what we need to do before doing this.

5 member committee to include Commissioners Walsh, Davis, Russell and maybe 2 from community. Maybe schedule, hours are unclear?

Motion to make 5 sub member study committees for to include, "Walsh, Davis, Russell" and 2 from community to study research Veteran office and 2nd by Fergusson.

Nathan Vaughn – American Legion, David Chambers VFW commander to serve as Ex Officio members.

Ford: We owe this to our local people.

All in favor.

Animal Shelter Director Compensation

Staff reassigned in office in August. Put out applications/applicant applied turned down. Put back out, candidate, qualified and declined.

Fergusson: We do not have anyone?

Mayor: Public works, Teresa Turner, Mayor, and René Pridemore have been tending to them. Budget Finance to increase. Director is stated up to 40 hrs per week. Part time assistant is in the budget. This is addition to director position. Funds are there now.

Fergusson: Motion made to move to Budget Finance, 2nd by Harsh. All in favor.

Program TN Grant to improve traffic signal to update control box. Improve lights to McMurry and Andrews to program morning and night hours to improve to improve traffic.

Jewell: Asking to apply for grant? See it's due in December.

Mayor: Max \$100,000 straight with no match.

Gulley motion to send to full body, 2nd by Ford. All in favor.

Other Business:

Mayor: none

Jewell: TCSA Conference, 2 issues I see we may have come to us.

#1 proposal by TDOT to legislature to tie in all state highway driveways to road. Large expense.

#2 spoken with Mr. Satterfield. Proposal by governor to do away with BEP Site based funding to a student center-based funding. Excel head -back door voucher system. Look at it education committee to try to try to get some hard information.

I have been elected again to serve on Board of Directors of the county commission.

Nollner:EMS meeting. Carman had a long talk about - lost 2 EMT's and about to lose 2 more to Gallatin, Lebanon, Metro, etc.

4 people at first of year.

Budget/Finance will have this coming.

Kerr spoke with me. Not signed by Governor that all school board members to be declared parties.

Transitioned into Direct Deposit that things went well but one with wrong routing #.

EMS work 40 hours per week but get paid overtime.

Mayor: Don't recall the conversation.

Batey: Everyone would receive normal pay

These are direct deposit.

Bonus check,

650.32 normal 2 week pay period.

628.38

544.32 EMS

544.32 EMS

Some lost income

Mayor: Based on what they were hired to work. Will have figures ready for Budget and Finance.

Jewell: We asked specifically, not sure what we need to do with this as we have been down this road many times.

Batey: Everyone else in county got normal pay so you can imagine how they feel.

Fergusson: We have been around this many times. We need to be proactive. Budget and Finance to look and make a decision. Sent to Budget and Finance by personnel and by EMS. Budget Finance.

Any other departments effected by this? Sheriff's department and the mayor's office.

Gulley: This is regular week including OT with EMS and Sherriff's.

Public Comments:

Commissioner Mary Ann Baker: Do all resolutions/ordinances have to come to this committee for any action to be taken?

Jewell: Not sure if they must but they usually do. Main purpose is not to approve it's to refer to committees from the mayor's office. We steer to proper body does not approve or disapprove. Any commissioner can write an ordinance or resolution.

Commissioner Mary Ann Baker: What authority does the steering committee have to make a subcommittee?

Jewell: We don't make that establishment to ask to put it on agenda.

Fergusson: These are just recommendations to study that piece.

Ford: Motion to adjourn.

Minutes taken by Secretary Atwood

HARTSVILLE/TROUSDALE COUNTY METROPOLITAN GOVERNMENT

RESOLUTION # 2022-01-745

RESOLUTION SETTING THE DATE FOR THE WHEEL TAX TO SUNSET

WHEREAS, the voters of Hartsville/Trousdale County by referendum approved a county-wide motor vehicle tax on March 8, 2002; and

WHEREAS, Resolution 01-15 approved by the Hartsville/Trousdale County Commission calling for said referendum states within Section 9 "The provisions of this Resolution shall cease to be effective as of the twenty (20) year anniversary date of the initial payment of the debt obligation of the 2002 school building expansion plan;" and

WHEREAS, the Hartsville/Trousdale County Commission wishes to state a clear and exact date for this tax to end for its residents; and

WHEREAS, as stated in Section 8 of the same Resolution "The proceeds derived from collection of said wheel tax shall be distributed in the following manner: 100% of funds shall be applied to Education Capital Outlay Reserve Fund;" and

WHEREAS, the Hartsville/Trousdale County Commission wishes to apply any remaining funds after the final payment of the 2002 High School Capital Outlay Note to another education capital outlay debt of the Jim Satterfield Middle School (JSMS) Roof Project.

NOW, THEREFORE, BE IT RESOLVED by the Hartsville/Trousdale County Commission meeting in regular session, that:

1. The Wheel Tax shall end on **May 31, 2022**; and
2. Any remaining funds within the Education Capital Outlay Reserve Fund after the final payment of the 2002 High School Capital Outlay Note be applied to the debt incurred by the JSMS Roof Project of 2021.

As recommended by the Budget & Finance Committee _____

Motion to approve: _____

Electronic Voting

Second motion: _____ YES _____ NO _____ ABSENT _____

APPROVED:

ATTEST:

Dwight Jewell
Commission Chair

Rita Crowder
County Clerk



December 3, 2021

Stephen Chambers
County Mayor
Hartsville-Trousdale County Government
328 Broadway
Hartsville, TN 37074

Subject: Scope/Fee for American Rescue Plan (ARP) Act Grant Assistance

Dear Mayor Chambers:

Thank you for reaching out to GNRC for assistance as you prioritize potential projects for various programs funded through the ARP Act. Per your request, we have prepared a scope of services and fee schedule for the following support tasks, described in further detail in Exhibit A attached to this letter:

- Task 1. Project Work Planning & Coordination,
- Task 2. Project Prioritization Workshop,
- Task 3. Project Justification Documentation,
- Task 4. Project Management, and
- Task 5. Project Reporting Documentation.

The total cost to provide services will be equal to the price for Task 1, plus the price for any of the additional tasks that you select. I have attached a draft contract for your review. The agreement would permit the County to issue task orders throughout its duration, as needed.

GNRC has the staff capacity and relevant experience to help you pursue, manage, and administer any eligible project your community wishes to fund with ARP money. GNRC is uniquely positioned to guide you through the entire project, from proposal to implementation, and can assist in helping you meet any reporting requirements along the way. We are committed to providing the necessary resources to alleviate burden from your staff while acting as an unbiased, third-party coordinator between the County and its funding and implementing partners.

Thanks again for the opportunity to work on this important project. Feel free to reach out to me at 615-925-2838 or mkipper@gnrc.org with any questions or comments.

Respectfully,

A handwritten signature in blue ink, appearing to read 'MS', is written over the printed name.

Michael Skipper, AICP
Executive Director

Enclosure

Connecting Communities. Empowering People.

220 Athens Way, Suite 200 • Nashville, TN 37228 • GNRC.org

Exhibit A

Scope of Services

A1. BACKGROUND

Hartsville-Trousdale County Government is a formal member of the Greater Nashville Regional Council (GNRC) which was established under TCA § 13-14-101 as a state development district, in part, to provide planning and economic development assistance to its members and the region as a whole. The County has requested assistance from GNRC as it undertakes projects to be funded by the American Rescue Plan Act of 2021 (ARPA).

Any project using ARPA funding must comply with its establishing legislation and the related rulemaking from the Department of Treasury. GNRC can help the County plan for how to best use its funds. GNRC can also provide guidance on leveraging ARPA money with other funding opportunities, how to get the best value, and how different projects could affect reporting requirements. The ARPA has very specific guidelines on community reporting and accounting outlined in the rulemaking and 2 CFR § 200. GNRC can support local government staff by managing projects, maintaining records, and handling the reporting. The tasks associated with this work are described in Section A2. GNRC understands the County may not need support in all facets of ARPA funding management. Therefore, the tasks outlined below are a menu of options the County can select based on its needs.

A2. WORK TASKS

Task 1. Project Work Planning and Advanced Coordination: This task will include participation in project planning meetings with county staff to discuss the scope of work and the development of a project work plan and schedule to carry out the remaining tasks. At a minimum, the work plan will include 1) an itemized list of the tasks requested from GNRC and 2) a description of the methodology and tools to be used in completing these tasks.

Deliverable #1: Project Work Plan and Schedule

Task 2. Project Prioritization: This task entails scheduling and conducting a one-day planning session for community leaders and stakeholders. The event will include 1) a presentation on ARPA eligible spending categories and requirements, 2) small group breakouts for project brainstorming, and 3) opportunities for all participants to report their suggestions and vote.

Deliverable #2: Planning Session Report

Task 3. Project Justification: GNRC will use its team of grant writers and administrators in coordination with the state's Office of the Comptroller to establish proper justification documentation for projects according to the US Department of Treasury's rulemaking. Neither the Office of the Comptroller nor GNRC can guarantee the acceptance of all project justifications.

Deliverable #3: One Justification Document per Project

Task 4. Project Management: This task will include the entire project management or administration for those undertaken with ARPA funding. It will include 1) Establishing proper filing systems, 2) assisting with procurement and recordkeeping in accordance with local, state, and federal laws, and 3) managing meetings and contracts with vendors or contractors.

Task 5. Reporting Requirements: GNRC will support local government staff by completing these reports prior to the established deadlines. This will ensure the community is meeting the US Department of Treasury’s guidelines and requirements throughout the ARPA reporting term.

Deliverable #4: *One Annual Project and one Expenditure Report per Project per Year*

A3. FEE SCHEDULE

SERVICE	PAYMENT TERMS
Task 1. Project Work Planning	\$750 flat fee for the contract period to include approximately 8 hours of GNRC staff time for project kickoff, coordination, and work planning.
Task 2. Project Prioritization	\$5,000 flat fee to include approximately 55 hours of GNRC staff time and all travel and materials.
Task 3. Project Justification	\$500 flat fee per project to include approximately 5 hours of GNRC staff time and all travel and materials.
Task 4. Project Management	Priced per project based on the required level of effort. GNRC estimates that the following costs per project type: <ul style="list-style-type: none"> • Non-Construction: 30 to 60 hrs (\$2,700 to \$6,000) • Construction: 100 to 500 hrs (\$9,000 to \$50,000)
Task 5. Reporting Requirements	\$1,000 flat fee per project to include approximately 10 hours of GNRC staff time and all travel and materials.

A4. BUDGET ASSUMPTIONS

Pricing includes the following costs:

- GNRC staffing and administrative fees,
- General office printing and project-related supplies,
- Small-batch printing of project-related materials,
- Local mileage for GNRC project personnel,
- All the necessary software tools, and
- Equipment and supplies for conducting any fieldwork.

The contract fee does not include costs for the following activities:

- Any fees associated with facilities used for project meetings,
- Large quantity printings and publications of final deliverables resulting from the contract, or
- Any third-party vendors or consultants hired separately by the County for activities related the work.

**PROFESSIONAL SERVICES CONTRACT
BETWEEN
METROPOLITAN HARTSVILLE-TROUSDALE
AND THE
GREATER NASHVILLE REGIONAL COUNCIL**

This Contract, by and between the METROPOLITAN HARTSVILLE-TROUSDALE COUNTY ("CLIENT") and the GREATER NASHVILLE REGIONAL COUNCIL ("GNRC"), is for the provision of professional services. The GNRC and CLIENT may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

A. SCOPE OF SERVICES:

A.1 Scope of Services. GNRC agrees to provide and the CLIENT agrees to purchase the "Scope of Services" described in Exhibit A and incorporated into this Contract.

B. TERM OF CONTRACT:

The Parties agree that this Contract will be effective for the period beginning on January 1, 2022 ("Effective Date") and ending on December 31, 2024 ("Term").

C. PAYMENT:

C.1. Compensation and Task Orders. The CLIENT agrees to pay GNRC according to the fee schedule included in Exhibit A. The CLIENT will authorize the amount of compensation through the issuance of Task Orders which shall be made part of this Agreement upon the signature of the CLIENT and GNRC representatives identified in D.2. The Task Order shall identify the compensation amount and period of performance. All work shall be conducted within the effective period of this contract as identified in Section B.

C.2. Progress Payments. The GNRC will submit to the CLIENT regular invoices for payment based on progress to date for each Task Order. The total cumulative value of progress payments for any individual Task Order shall not exceed 90 percent of its scheduled compensation. Each invoice shall be accompanied by a narrative report describing work performed during the billing period.

C.3. Final Payment. The GNRC will submit to the CLIENT an invoice for final payment following the completion of each Task Order. The invoice for final payment shall be accompanied by a narrative report describing any work performed since the prior billing period.

D. GENERAL TERMS AND CONDITIONS:

D.1. Required Approvals. Neither party is bound by this Contract until it is signed by the Parties and, if necessary, approved by appropriate officials in accordance with any applicable laws and regulations, or bylaws.

D.2. Communications and Contacts. All communications or notices ("Notice") must be in writing and made by a nationally recognized carrier and sent with trackable delivery. Notice is effective upon confirmation of delivery or actual receipt, whichever is sooner. Notice shall be made to:

CLIENT:
STEPHEN CHAMBERS
METROPOLITAN HARTSVILLE-TROUSDALE COUNTY MAYOR
EMAIL: STEPHEN.CHAMBERS@TROUSDALECOUNTYTN.GOV
PHONE: 615-374-2461

GNRC:
MICHAEL SKIPPER
EXECUTIVE DIRECTOR
220 ATHENS WAY, SUITE 200
NASHVILLE, TN 37228
EMAIL: MSKIPPER@GNRC.ORG
CC: MVONLUNEN@GNRC.ORG
PHONE: 615-880-3540

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties to this Contract and approved by appropriate officials in accordance with any applicable laws, regulations, and or bylaws.
- D.4. Termination for Convenience. The agreement may be terminated by either party by giving written notice to the other, at least 30 days before the effective date of termination. Should either party exercise this provision, GNRC shall be entitled to reimbursement for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the CLIENT be liable to GNRC for any service which has not been rendered.
- D.5. Termination for Cause. If either Party fails to properly perform its obligations under this agreement in a timely or proper manner or violates any terms of this agreement, the non-breaching Party shall have the right to terminate the agreement, with termination effective upon receipt of notice.
- D.6. Assignment and Subcontracting. The GNRC will not assign this Contract or enter into a subcontract for any of the services provided under this Contract without the prior written approval of the CLIENT. Notwithstanding any use of the approved subcontractors, the GNRC will be the prime GNRC and responsible for compliance with all terms and conditions of this Contract. The CLIENT reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the GNRC's obligations under this Contract.
- D.7. Conflicts of Interest. The GNRC agrees that no part of the total Contract Amount shall be paid directly or indirectly to an employee or officials of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent employee, subcontractors, or consultant to the CLIENT in connection with any work contemplated or performed relative to this Contract.
- D.8. Nondiscrimination. The GNRC agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of GNRC on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. GNRC shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of discrimination.
- D.9. Maintenance of Records. The GNRC will maintain documentation for all charges under this Contract, and any financial statements shall be prepared in accordance with generally accepted accounting principles. The books, records, and documents of the GNRC for work performed or money received under this Contract will be maintained at least five years from the date of the final payment or termination of the Contract and shall be subject to review by CLIENT upon reasonable written notice. CLIENT acknowledges that certain governmental entities or

organizations may require GNRC to maintain records according to a different schedule, and CLIENT understands and agrees that records related to this Contract may be subject to review by the Comptroller of the Treasury or other persons or organizations.

- D.10. Monitoring. The CLIENT understands and agrees that GNRC's activities conducted and records maintained pursuant to this Contract will be subject to monitoring and evaluation by the CLIENT as well as other entities including without limitation the U.S. Department of Economic and Community Development the Tennessee Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Strict Performance. Failure by any Party to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract will not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract will be held to be waived, modified, or deleted except by a written amendment signed by the parties to this Contract.
- D.12. Independent Contractor; No Third-Party Beneficiary. The Parties to this Contract will not act as employees, partners, joint venturers, or associates of one another. Nothing in this Contract will be construed to create an employer/employee relationship or to allow either party 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 are not the employees or agents of the other Party. There are no third-party beneficiaries to this Contract.
- D.13. Tennessee Department of Revenue Registration. The GNRC will comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608.
- D.14. Suspension and Debarment. The GNRC warrants that no part of the total Contract Amount shall be paid directly or indirectly to entities who are debarred or suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 of February 18, 1986 (3 CFR, 1986 Comp., p. 189). The GNRC will provide immediate written notice to the CLIENT if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.
- D.15. Force Majeure. The obligations of the Parties 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, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.16. State and Federal Compliance. The Parties will comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract will be governed by and construed in accordance with the laws of the State of Tennessee. The Parties agree that they will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. Each Party hereby irrevocably consents to the exclusive jurisdiction and venue of the state or federal courts located within Davidson County.
- D.18. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, 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, 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 of this Contract will not be affected and will remain in full force and effect. The terms and conditions of this Contract are severable.

- D.20. Headings. Section headings of this Contract are for reference purposes only and will not be construed as part of this Contract.
- D.21. Incorporation of Additional Documents. Each of the following documents are included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the GNRC's duties, responsibilities, and performance under this Contract, these items will govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
 - b. this Contract with attachments and exhibits.
- D.22. Insurance. The GNRC will carry adequate liability and other appropriate forms of insurance, including worker compensation insurance when required by law.
- D.23. Ownership of Deliverables. Provided the GNRC has been fully paid for its services, the CLIENT Deliverables created by GNRC as part of the Scope of Services are the property of CLIENT unless otherwise provided for in writing by the CLIENT. "Deliverables" includes without limitation forms, documents, written information, reports, background check documentation, or exhibits produced by GNRC for the CLIENT in the performance of the Scope of Services of this Contract. After completion or termination of the Contract and upon written request by the CLIENT, GNRC will provide to the CLIENT any Deliverables that have not been previously transmitted to the CLIENT. Notwithstanding anything in this paragraph to the contrary, however, GNRC may keep copies of Deliverables and any other records in order to fulfill its obligations under public records laws, grant monitoring agreements, or other obligations of law or contract.
- D.24. Intellectual Property and Other Property Rights. GNRC may develop certain materials, tools, applications, or processes (collectively "Tools") to assist it in carrying out the Scope of Services. GNRC is and shall be, the sole and exclusive owner of the Tools as well as the owner of all right, title, and interest throughout the world in and to all the Tools, together with the results of and proceeds from any patents, copyrights, trademarks, trade secrets and other intellectual property rights (collectively "Intellectual Property Rights") created by GNRC or its employees and agents in whatever stage of completion such may exist. CLIENT expressly disclaims any right to any Tools or Intellectual Property Rights of GNRC.

AGREED:

GREATER NASHVILLE REGIONAL COUNCIL

Executive Director

Date

HARTSVILLE-TROUSDALE COUNTY GOVERNMENT

Mayor

Date

Coy R. Dickey, Jr
170 Misty Ln
Castalian Springs, TN 37031
November 22, 2021

Mayor Chambers
Hartsville/Trousdale County Government
328 Broadway
Hartsville, TN 37074

Dear Mr. Mayor:

This letter represents my official notice resignation from my position of County Commissioner of district 5 with Hartsville/Trousdale Government be made final on the 31 days of December, 2021.

It has been with great pleasure to be alongside individual at Hartsville/Trousdale Government and I will always appreciate the opportunity and knowledge I gained during my time here.

I want to thank you all for your support even though that I had a hearing problem's. Those individuals have handicaps problems don't give up.

I hope the notice-period is enough for you find a replacement.

New Home Lafayette, TN

Sincerely,

Coy R. Dickey, Jr



