

Board of County Commission  
Carter County, Tennessee  
REGULAR SESSION  
Monday, May 20, 2019 at 6:00 PM

DRAFT

**Call to Order** – In the absence of Chairman Ray Lyons, due to health reasons, Interim Chairman, Ross Garland, called the meeting to order at 6:00 P.M.

**Courthouse Emergency Egress Plan – EMA Deputy Director Billy Harrell**

Interim Chairman, Ross Garland extended well wishes to members of the Commission which were absent due to sickness. Sympathy was also extended to the family of Commissioner Rick Richardson upon his passing on April 22, 2019.

**Roll Call – County Clerk**

Name of Configuration File: C:\RollCall-Pro\Configurations\May 20 2019 Commission Meeting.rcc  
Date and Time of New Session: 5/20/2019 6:04:25 PM

Beginning Roll Call for New Session:

Willie Campbell is Present  
Mark Blevins is Present  
Robert Acuff is Present  
Nancy Brown is Present  
Mike Hill is Present  
Patty Woodby is Present  
Bradley Johnson is absent  
Ronnie Trivett is Present  
Charles Von Cannon is Present  
Isaiah Grindstaff is Present  
Jerry Proffitt is absent  
Austin Jaynes is Present  
Ross Garland is Present  
Layla Ward is Present  
Ginger Holdren is Present  
Randall Jenkins is absent  
Gary Bailey is Present  
Travis Hill is Present  
Sonja Culler is Present  
Ray Lyons is absent  
Aaron Frazier is Present  
Robin McKamey is Present  
Kelly Collins is Present  
Rick Richardson is absent

**Number of Voters PRESENT for Roll Call: 19**

**Number of Voters ABSENT for Roll Call: 5**

**Quorum Present**

**Approval of Agenda**

Interim Chairman, Ross Garland requested an addition be made to tonight's Agenda as follows:

Resolutions: D. A Resolution to Request the Unclaimed Balance of all Accounts  
Remitted to the State Treasurer Under the Unclaimed Property Act

**Motion** was made by Mike Hill, seconded by Robert Acuff, to approve tonight's agenda with addition as requested. (Item #1) Recorded on page 645

Roll Call Vote (Item #1) as follows:

1. Vote Results for: Item No. 1  
Time of Vote: 6:11:51 PM  
Type of Vote: MAJORITY NEEDED TO PASS



RECEIVED

6-10-19 @ 15:30

df

Willie Campbell voted: Y  
Mark Blevins voted: Y  
Robert Acuff voted: Y  
Nancy Brown voted: Y  
Mike Hill voted: Y  
Patty Woodby voted: Y  
Bradley Johnson was Absent  
Ronnie Trivett voted: Y  
Charles Von Cannon voted: Y  
Isaiah Grindstaff voted: Y  
Jerry Proffitt was Absent  
Austin Jaynes voted: Y  
Ross Garland voted: Y  
Layla Ward voted: Y  
Ginger Holdren voted: Y  
Randall Jenkins was Absent  
Gary Bailey voted: Y  
Travis Hill voted: Y  
Sonja Culler voted: Y  
Ray Lyons was Absent  
Aaron Frazier voted: Y  
Robin McKamey voted: Y  
Kelly Collins voted: Y  
Rick Richardson was Absent

**DRAFT**

Passed (19 Y - 0 N - 0 A - 5 Absent)  
Number of Abstain Votes: 0

Opening Prayer – Commissioner Willie Campbell

Pledge of Allegiance – Commissioner Ronnie Trivett

Recognition of Elected & Appointed Officials/Guest

Acceptance of April Meeting Minutes

Motion was made by Mark Blevins, seconded by Isaiah S. Grindstaff, to approve with corrections as requested below:

Page 607 Roll Call Vote on Item #17 - Vote printed in error was of Item No. 16, not Item No.17 see Corrected Vote of ITEM #17, April 15, 2019 as listed below:

17. Vote Results for: Item No. 17

Time of Vote: 7:10:07 PM

Type of Vote: MAJORITY NEEDED TO PASS

Willie Campbell voted: N  
Mark Blevins voted: N  
Robert Acuff voted: Y  
Nancy Brown voted: N  
Mike Hill voted: Y  
Patty Woodby voted: N  
Bradley Johnson voted: Y  
Ronnie Trivett was Absent  
Charles Von Cannon voted: N  
Isaiah Grindstaff voted: N  
Jerry Proffitt voted: Y  
Austin Jaynes voted: Y  
Ross Garland voted: Y  
Layla Ward voted: N  
Ginger Holdren voted: N  
Randall Jenkins voted: Y  
Gary Bailey voted: N  
Travis Hill voted: N  
Sonja Culler voted: Y

**SPIDER**

Ray Lyons was Absent  
 Aaron Frazier voted: N  
 Robin McKamey voted: Y  
 Kelly Collins voted: Y  
 Rick Richardson was Absent

**DRAFT**

**Failed (10 Y - 11 N - 0 A - 3 Absent)**  
**Number of Abstain Votes: 0**

- Correction requested on Page 598 Approval of Notaries – for for – to for
- Correction requested on Page 599 Mayor Report – began – to begin
- Correction requested on Page 600 Budget Committee – an – to a
- Correction requested on Page 609 Motion following recess – Crag – to Craig
- Correction requested on Page 609 Discussion following recess –TEAMA – to TEMA

**...the Commission Minutes of April 15, 2019. (Item #2)**

Item #2 Roll Call Vote as follows:

2. Vote Results for: Item No. 2

Time of Vote: 6:12:06 PM

Type of Vote: MAJORITY NEEDED TO PASS

Willie Campbell voted: Y  
 Mark Blevins voted: Y  
 Robert Acuff voted: Y  
 Nancy Brown voted: Y  
 Mike Hill voted: Y  
 Patty Woodby voted: Y  
 Bradley Johnson was Absent  
 Ronnie Trivett voted: Y  
 Charles Von Cannon voted: Y  
 Isaiah Grindstaff voted: Y  
 Jerry Proffitt was Absent  
 Austin Jaynes voted: Y  
 Ross Garland voted: Y  
 Layla Ward voted: Y  
 Ginger Holdren voted: Y  
 Randall Jenkins was Absent  
 Gary Bailey voted: Y  
 Travis Hill voted: Y  
 Sonja Culler voted: Y  
 Ray Lyons was Absent  
 Aaron Frazier voted: Y  
 Robin McKamey voted: Y  
 Kelly Collins voted: Y  
 Rick Richardson was Absent

**Passed (19 Y - 0 N - 0 A - 5 Absent)**  
**Number of Abstain Votes: 0**

**Approval of Notaries & Bonds**

Motion was made by Mike Hill, seconded by Isaiah Grindstaff, to approve the Notaries/Bonds as presented for May 20, 2019. (Item #3)

Felecia Baird	M. Ruth Pietrowski	Marcus Fowler
Wyatt T. Aldridge	Taylor B. James	Mark S. Dugger
Randal Kelly Crain	Erica Latham	Sherri L. Stout
Wesley Alan Taylor	Bill Bradford	April D. Price
Martha R. Buck	Kathryn N. Sexton	Cynthia Croy

Roll Call Vote as follows (Item #3):

3. Vote Results for Item No. 3

Time of Vote: 6:20:53 PM

Type of Vote: MAJORITY NEEDED TO PASS

Willie Campbell voted: Y  
Mark Blevins voted: Y  
Robert Acuff voted: Y  
Nancy Brown voted: Y  
Mike Hill voted: Y  
Patty Woodby voted: Y  
Bradley Johnson was Absent  
Ronnie Trivett voted: Y  
Charles Von Cannon voted: Y  
Isaiah Grindstaff voted: Y  
Jerry Proffitt was Absent  
Austin Jaynes voted: Y  
Ross Garland voted: Y  
Layla Ward voted: Y  
Ginger Holdren voted: Y  
Randall Jenkins was Absent  
Gary Bailey voted: Y  
Travis Hill voted: Y  
Sonja Culler voted: Y  
Ray Lyons was Absent  
Aaron Frazier voted: Y  
Robin McKamey voted: Y  
Kelly Collins voted: Y  
Rick Richardson was Absent

DRAFT

Passed (19 Y - 0 N - 0 A - 5 Absent)

Number of Abstain Votes: 0

Public Comments – 5 minutes per person

No Public Comments were presented.

Plaque Presentations – Mayor Rusty Barnett

Mayor Barnett requested that Interim Chairman, Ross Garland and Commissioner Robin McKamey assist in presenting the Plaque.

Mayor Barnett spoke concerning recent death of Commissioner Rick Richardson of 8<sup>th</sup> District (Elizabethton High School and Harold McCormick). He stated Carter County lost a good friend and a dedicated community servant with the passing of Rick.

**In Memory of Commissioner Rick Richardson**, a plaque was presented to the family by Mayor Rusty Barnett and the Carter County Commission. Cory Richardson, son of Commissioner Richardson accepted the plaque on behalf of the family.

Resolution B.

Mayor Barnett requested instructor and students as named in the Resolution below, come forward for the presentation of the following plaque and Resolution.

County Attorney, Joshua Hardin read the Resolution and presented the same for consideration.

**Motion** was made by Sonja Culler, seconded by Nancy Brown, to approve

**RESOLUTION No. 730**

**“A RESOLUTION HONORING HAMPTON HIGH SCHOOL COMPUTER AIDED DRAFTING (CAD) INSTRUCTOR DANIEL ARNETT AND HIS STUDENTS: ZACK OLIVER, JAMES ELLISON, MACON BARDEN, JOE HUSKINS, QUENTIN TOMLIN, BRYAN SPOCK and NEYLAND SLUDER, FOR ASSISTANCE PROVIDED WITH THE DESIGN WORK, FOR THE RECENT RECONSTRUCTION OF THE ROAN MOUNTAIN CONVENIENCE CENTER.”**

(Item #4) Recorded on pages 646-647

Roll Call Vote as follows (Item #4):  
4. Vote Results for: Item No. 4  
Time of Vote: 6:26:42 PM  
Type of Vote: MAJORITY NEEDED TO PASS

Willie Campbell voted: Y  
Mark Blevins voted: Y  
Robert Acuff voted: Y  
Nancy Brown voted: Y  
Mike Hill voted: Y  
Patty Woodby voted: Y  
Bradley Johnson was Absent  
Ronnie Trivett voted: Y  
Charles Von Cannon voted: Y  
Isaiah Grindstaff voted: Y  
Jerry Proffitt was Absent  
Austin Jaynes voted: Y  
Ross Garland voted: Y  
Layla Ward voted: Y  
Ginger Holdren voted: Y  
Randall Jenkins was Absent  
Gary Bailey voted: Y  
Travis Hill voted: Y  
Sonja Culler voted: Y  
Ray Lyons was Absent  
Aaron Frazier voted: Y  
Robin McKamey voted: Y  
Kelly Collins voted: Y  
Rick Richardson was Absent

**DRAFT**

Passed (19 Y - 0 N - 0 A - 5 Absent)  
Number of Abstain Votes: 0

Resolutions

*A. In Recognition of National EMS Week 2019*

County Attorney, Joshua Hardin read and presented the Resolution for consideration.

Motion was made by Mike Hill, seconded by Robert Acuff, to accept as presented,  
**RESOLUTION No. 731**

**“A RESOLUTION IN RECOGNITION OF NATIONAL EMS WEEK  
2019, AND HONORING THE SERVICES PROVIDED LOCALLY BY  
THE CARTER COUNTY EMERGENCY RESCUE SQUAD.”**

(Item #5) Recorded on pages 648-649

Roll Call Vote as follows (Item #5):  
5. Vote Results for: Item No. 5  
Time of Vote: 6:26:55 PM  
Type of Vote: MAJORITY NEEDED TO PASS

Willie Campbell voted: Y  
Mark Blevins voted: Y  
Robert Acuff voted: Y  
Nancy Brown voted: Y  
Mike Hill voted: Y  
Patty Woodby voted: Y  
Bradley Johnson was Absent  
Ronnie Trivett voted: Y  
Charles Von Cannon voted: Y  
Isaiah Grindstaff voted: Y  
Jerry Proffitt was Absent  
Austin Jaynes voted: Y  
Ross Garland voted: Y

Layla Ward voted: Y  
Ginger Holdren voted: Y  
Randall Jenkins was Absent  
Gary Bailey voted: Y  
Travis Hill voted: Y  
Sonja Culler voted: Y  
Ray Lyons was Absent  
Aaron Frazier voted: Y  
Robin McKamey voted: Y  
Kelly Collins voted: Y  
Rick Richardson was Absent

**Passed (19 Y - 0 N - 0 A - 5 Absent)**  
**Number of Abstain Votes: 0**

Mayor Barnett invited Anthony Roberts and other representatives from the Carter County Emergency Rescue Squad, to the podium and presented a plaque thanking them for their service.

**Resolutions**

***C. Resolution Approving the Master Agreement for Cooperative Purchasing with Sourcewell***

County Attorney gave a brief summary of the Resolution and presented the same for consideration.

Motion was made by Sonja Culler, seconded by Aaron Frazier, to accept as presented

**RESOLUTION No. 732**

**“RESOLUTION APPROVING THE MASTER AGREEMENT FOR COOPERATIVE PURCHASING WITH SOURCEWELL” (Item #6) Recorded on pages 650-654**

Roll Call Vote as follows (Item #6):

6. Vote Results for: Item No. 6  
Time of Vote: 6:31:14 PM  
Type of Vote: MAJORITY NEEDED TO PASS

Willie Campbell voted: Y  
Mark Blevins voted: Y  
Robert Acuff voted: Y  
Nancy Brown voted: Y  
Mike Hill voted: Y  
Patty Woodby voted: Y  
Bradley Johnson was Absent  
Ronnie Trivett voted: Y  
Charles Von Cannon voted: Y  
Isaiah Grindstaff voted: Y  
Jerry Proffitt was Absent  
Austin Jaynes voted: Y  
Ross Garland voted: Y  
Layla Ward voted: Y  
Ginger Holdren voted: Y  
Randall Jenkins was Absent  
Gary Bailey voted: Y  
Travis Hill voted: Y  
Sonja Culler voted: Y  
Ray Lyons was Absent  
Aaron Frazier voted: Y  
Robin McKamey voted: Y  
Kelly Collins voted: Y  
Rick Richardson was Absent

**Passed (19 Y - 0 N - 0 A - 5 Absent)**  
**Number of Abstain Votes: 0**

DRAFT

Presentation of County Tax Roll Additions and Deletions

Sequa Shields, Deputy Assessor of Property and Tina Garrison, Deputy Trustee gave a brief summary and presented the additions and deletions for consideration.

**Motion** was made by Ginger Holdren, seconded by Isaiah Grindstaff, to **accept as presented, the SCHEDULE OF PROPERTY ADDED TO THE CARTER COUNTY TAX ROLLS FOR THE PERIOD OCTOBER 1, 2017 THROUGH MARCH 31, 2019. (Item #7)**

Recorded on page 655

Roll Call Vote as follows (Item #7):

7. Vote Results for: Item No. 7

Time of Vote: 6:34:13 PM

Type of Vote: MAJORITY NEEDED TO PASS

Willie Campbell voted: Y  
Mark Blevins voted: Y  
Robert Acuff voted: Y  
Nancy Brown voted: Y  
Mike Hill voted: Y  
Patty Woodby voted: Y  
Bradley Johnson was Absent  
Ronnie Trivett voted: Y  
Charles Von Cannon voted: Y  
Isaiah Grindstaff voted: Y  
Jerry Proffitt was Absent  
Austin Jaynes voted: Y  
Ross Garland voted: Y  
Layla Ward voted: Y  
Ginger Holdren voted: Y  
Randall Jenkins was Absent  
Gary Bailey voted: Y  
Travis Hill voted: Y  
Sonja Culler voted: Y  
Ray Lyons was Absent  
Aaron Frazier voted: Y  
Robin McKamey voted: Y  
Kelly Collins voted: Y  
Rick Richardson was Absent

DRAFT

**Passed (19 Y - 0 N - 0 A - 5 Absent)**

**Number of Abstain Votes: 0**

**Motion** was made by Robert Acuff, seconded by Isaiah Grindstaff, to approve as presented, the **SCHEDULE OF PROPERTY DELETED FROM CARTER COUNTY TAX ROLLS FOR THE PERIOD OCTOBER 1, 2017 TO MARCH 31, 2019. (Item 8)**

Recorded on pages 656-658

Roll Call Vote as follows (Item #8):

8. Vote Results for: Item No. 8

Time of Vote: 6:35:39 PM

Type of Vote: MAJORITY NEEDED TO PASS

Willie Campbell voted: Y  
Mark Blevins voted: Y  
Robert Acuff voted: Y  
Nancy Brown voted: Y  
Mike Hill voted: Y  
Patty Woodby voted: Y  
Bradley Johnson was Absent  
Ronnie Trivett voted: Y  
Charles Von Cannon voted: Y  
Isaiah Grindstaff voted: Y

Jerry Proffitt was Absent  
Austin Jaynes voted: Y  
Ross Garland voted: Y  
Layla Ward voted: Y  
Ginger Holdren voted: Y  
Randall Jenkins was Absent  
Gary Bailey voted: Y  
Travis Hill voted: Y  
Sonja Culler voted: Y  
Ray Lyons was Absent  
Aaron Frazier voted: Y  
Robin McKamey voted: Y  
Kelly Collins voted: Y  
Rick Richardson was Absent

**Passed (19 Y - 0 N - 0 A - 5 Absent)**  
**Number of Abstain Votes: 0**

**Resolution**

***D. Unclaimed Funds Resolution***

County Attorney, Joshua Hardin noted this was a time sensitive item needing approval.

**Motion** was made by Robert Acuff, seconded by Nancy Brown, to accept as presented,  
**RESOLUTION No. 733**

**“A RESOLUTION TO REQUEST THE UNCLAIMED BALANCE OF ALL  
ACCOUNTS REMITTED TO THE STATE TREASURER UNDER THE  
UNCLAIMED PROPERTY ACT” (Item # 9) Recorded on pages 659-660**

Roll Call Vote as follows (Item #9):

9. Vote Results for: Item No. 9  
Time of Vote: 6:36:16 PM  
Type of Vote: MAJORITY NEEDED TO PASS

Willie Campbell voted: Y  
Mark Blevins voted: Y  
Robert Acuff voted: Y  
Nancy Brown voted: Y  
Mike Hill voted: Y  
Patty Woodby voted: Y  
Bradley Johnson was Absent  
Ronnie Trivett voted: Y  
Charles Von Cannon voted: Y  
Isaiah Grindstaff voted: Y  
Jerry Proffitt was Absent  
Austin Jaynes voted: Y  
Ross Garland voted: Y  
Layla Ward voted: Y  
Ginger Holdren voted: Y  
Randall Jenkins was Absent  
Gary Bailey voted: Y  
Travis Hill voted: Y  
Sonja Culler voted: Y  
Ray Lyons was Absent  
Aaron Frazier voted: Y  
Robin McKamey voted: Y  
Kelly Collins voted: Y  
Rick Richardson was Absent

**DRAFT**

**Passed (19 Y - 0 N - 0 A - 5 Absent)**  
**Number of Abstain Votes: 0**

**County Employee Health Insurance Presentation - Sequoyah Group (broker)**

A very informative presentation was made by the Sequoyah Group representative. This was followed with a question/answer session with the Commission.

**Recess**

Interim Chairman, Ross Garland, called for a ten (10) minute recess. Following the recess the meeting was called **back to order**.

**Presentation of Plaques**

Mayor Barnett presented a plaque to Miss Carter County 2019, Miss Allie Morgan in recognition of her award and community service. Miss Morgan's platform is helping children through St. Jude Children's Hospital.

Mayor Barnett presented a plaque to Miss Watauga Valley 2019, Miss Annie Sandelovich in recognition of her award and community service. Miss Sandelovich's platform is helping children with substance abuse problems.

**Presentation by Keep Carter County Beautiful – Ed Jordan**

A presentation was made noting various projects and goals as they strive to continue keeping Carter County a beautiful place to live and work.

**Consideration of Securus Inmate Communications Contract**

Captain Tom Smith of the Carter County Sheriff's Department, presented the contract for consideration.

**Motion** was made by Ronnie Trivett, seconded by Austin Jaynes, **to approve as presented, the Securus Technologies Master Services Agreement Carter County Jail (TN) A004415. (Item # 10) Recorded on pages 661-673**

Roll Call Vote as follows (Item #10):

10. Vote Results for: Item No. 10

Time of Vote: 8:19:12 PM

Type of Vote: MAJORITY NEEDED TO PASS

Willie Campbell voted: Y  
Mark Blevins voted: Y  
Robert Acuff voted: Y  
Nancy Brown voted: Y  
Mike Hill voted: Y  
Patty Woodby voted: Y  
Bradley Johnson was Absent  
Ronnie Trivett voted: Y  
Charles Von Cannon voted: Y  
Isaiah Grindstaff voted: Y  
Jerry Proffitt was Absent  
Austin Jaynes voted: Y  
Ross Garland voted: Y  
Layla Ward voted: Y  
Ginger Holdren voted: Y  
Randall Jenkins was Absent  
Gary Bailey voted: Y  
Travis Hill voted: Y  
Sonja Culler voted: Y  
Ray Lyons was Absent  
Aaron Frazier voted: Y  
Robin McKamey voted: Y  
Kelly Collins voted: Y  
Rick Richardson was Absent

**Passed (19 Y - 0 N - 0 A - 5 Absent)**

**Number of Abstain Votes: 0**

**DRAFT**

Consideration of Interlocal Agreement Governing Carter County JECDB

County Attorney, Joshua Hardin, read and presented the agreement for consideration.

Motion was made by Robert Acuff, seconded by Aaron Frazier, to **approve as presented, the Interlocal Agreement Governing: Carter County Joint Economic and Community Development Board, Inc. (Item # 11)** Recorded on pages 694-697

Roll Call Vote as follows (Item #11):

11. Vote Results for: Item No. 11  
Time of Vote: 8:35:15 PM  
Type of Vote: MAJORITY NEEDED TO PASS

Willie Campbell voted: Y  
Mark Blevins voted: Y  
Robert Acuff voted: Y  
Nancy Brown voted: Y  
Mike Hill voted: Y  
Patty Woodby voted: Y  
Bradley Johnson was Absent  
Ronnie Trivett voted: Y  
Charles Von Cannon voted: Y  
Isaiah Grindstaff voted: Y  
Jerry Proffitt was Absent  
Austin Jaynes voted: Y  
Ross Garland voted: Y  
Layla Ward voted: Y  
Ginger Holdren voted: Y  
Randall Jenkins was Absent  
Gary Bailey voted: Y  
Travis Hill voted: Y  
Sonja Culler voted: Y  
Ray Lyons was Absent  
Aaron Frazier voted: Y  
Robin McKamey voted: Y  
Kelly Collins voted: Y  
Rick Richardson was Absent

DRAFT

Passed (19 Y - 0 N - 0 A - 5 Absent)  
Number of Abstain Votes: 0

Mayoral Report – Mayor Rusty Barnett

Mayor Barnett presented reports and updates on the following items:

- Volunteer Fire Departments met and discussed their need for additional volunteers along with other “wants and needs.”
- Dry Hollow Project – Paperwork signed.
- New Resort to be located on Watauga Lake in the Butler area.
- Security issues within the Courthouse concerning a toy gun.

Interim Chairman, Ross Garland stated he needed to relinquish the chair in order to present Committee Reports. Therefore, the floor was then opened for nominations for temporary Chairman.

- Patty Woodby was nominated by Austin Jaynes. Nomination was declined.
- Charles VonCannon was nominated by Ronnie Trivett.
- Isaiah Grindstaff was nominated by Patty Woodby.

**Motion** was made by Willie Campbell, seconded by Aaron Frazier, to **cease nominations. (Item # 12)**

Roll Call Vote as follows (Item #12):  
12. Vote Results for: Item No. 12  
Time of Vote: 8:40:29 PM  
Type of Vote: MAJORITY NEEDED TO PASS

Willie Campbell voted: Y  
Mark Blevins voted: Y  
Robert Acuff voted: Y  
Nancy Brown voted: Y  
Mike Hill voted: Y  
Patty Woodby voted: Y  
Bradley Johnson was Absent  
Ronnie Trivett voted: Y  
Charles Von Cannon voted: Y  
Isaiah Grindstaff voted: Y  
Jerry Proffitt was Absent  
Austin Jaynes voted: Y  
Ross Garland voted: Y  
Layla Ward voted: Y  
Ginger Holdren voted: Y  
Randall Jenkins was Absent  
Gary Bailey voted: Y  
Travis Hill voted: Y  
Sonja Culler voted: Y  
Ray Lyons was Absent  
Aaron Frazier voted: Y  
Robin McKamey voted: Y  
Kelly Collins voted: Y  
Rick Richardson was Absent

DRAFT

**Passed (19 Y - 0 N - 0 A - 5 Absent)**  
**Number of Abstain Votes: 0**

Interim Chairman, Ross Garland called for a vote on the temporary Chairman with each Commissioner voicing the name of whom they wish to vote for as follows:

Voting for Isaiah Grindstaff: Mark Blevins, Robert Acuff, Nancy Brown, Mike Hill, Patty Woodby Austin Jaynes, Isaiah Grindstaff, Layla Ward, Travis Hill, Gary Bailey, Sonja Culler, Aaron Frazier, Robin McKamey, and Kelly Collins. (14 Votes for Isaiah Grindstaff)

Voting for Charles VonCannon: Ronnie Trivett, Charles VonCannon, Ross Garland, and Ginger Holdren. (5 Votes for Charles VonCannon)

Absent: Brad Johnson, Jerry Proffitt, Ray Lyons, and Rick Richardson. (4 Absent)

**Isaiah Grindstaff receiving fourteen (14) votes and confirmed by acclamation made by majority voice vote, Isaiah Grindstaff took the chair as temporary acting Chairman.**

**Committee Reports**

**Agriculture Committee – Ross Garland** A brief report was presented. However, no recommendations were made.

**Carter County Expenditure Report for the Month of April 2019** was provided to Carter County Commissioners by Brad Burke, Finance Director. Included in the report were the Account Numbers, Account Description, Budget Amounts, Budget Amendments, and Amended Budgets, Month-to-day expenditures. Outstanding encumbrances, and Unencumbered Balances were provided in the report as well.

Budget Committee – Ross Garland, Chairman

**Motion was made by Ronnie Trivett, seconded by Patty Woodby, to approve the early retirement of other school improvement variable interest rate loans issued in November 2005 with a maturity date of 5/25/2029. The estimated total pay-off @ August 25, 2019 is \$1,826,541 (principal = \$1,815,041; estimated interest = \$5,000; estimated other fees = \$1,500; and potential unknown cost of \$5,000). Early retiring these loans could save the county approximately \$262,470 in interest payments. (Item #13)**

Roll Call Vote as follows (Item #13):

13. Vote Results for: Item No. 13

Time of Vote: 8:41:58 PM

Type of Vote: MAJORITY NEEDED TO PASS

Willie Campbell voted: Y

Mark Blevins voted: Y

Robert Acuff voted: Y

Nancy Brown voted: Y

Mike Hill voted: Y

Patty Woodby voted: Y

Bradley Johnson was Absent

Ronnie Trivett voted: Y

Charles Von Cannon voted: Y

Isaiah Grindstaff voted: Y

Jerry Proffitt was Absent

Austin Jaynes voted: Y

Ross Garland voted: Y

Layla Ward voted: Y

Ginger Holdren voted: Y

Randall Jenkins was Absent

Gary Bailey voted: Y

Travis Hill voted: Y

Sonja Culler voted: Y

Ray Lyons was Absent

Aaron Frazier voted: Y

Robin McKamey voted: Y

Kelly Collins voted: Y

Rick Richardson was Absent

**Passed (19 Y - 0 N - 0 A - 5 Absent)**

**Number of Abstain Votes: 0**

**Motion was made by Ross Garland, seconded by Nancy Brown, to approve Blue Cross/Blue Shield of Tennessee as the county's employee health insurance carrier effective July 1, 2019. Coverage is for employees in the General Fund, Solid Waste Department, and Highway Department. Employees will have three (3) plans to choose from.**

**Friendly Amendment was made by Austin Jaynes, to accept Sequoyah Group as insurance broker for Carter County, and also move Delta Dental insurance as well.**

Friendly Amendment was accepted by Ross Garland and Nancy Brown.

Following discussion the motion and friendly amendment was withdrawn.

**Motion was made by Ross Garland, seconded by Mike Hill, to go with the recommendation of Sequoyah Group, insurance broker for Carter County, concerning changes of Carter County employees health insurance carrier. Effective July 1, 2019. Also, noting that there will be three (3) plans to choose from. (Item #14)**

Roll Call Vote as follows (Item #14):

DRAFT

14. Vote Results for: Item No. 14  
Time of Vote: 8:49:34 PM  
Type of Vote: MAJORITY NEEDED TO PASS

Willie Campbell voted: Y  
Mark Blevins voted: Y  
Robert Acuff voted: Y  
Nancy Brown voted: Y  
Mike Hill voted: Y  
Patty Woodby voted: A  
Bradley Johnson was Absent  
Ronnie Trivett voted: Y  
Charles Von Cannon voted: Y  
Isaiah Grindstaff voted: Y  
Jerry Proffitt was Absent  
Austin Jaynes voted: Y  
Ross Garland voted: Y  
Layla Ward voted: Y  
Ginger Holdren voted: Y  
Randall Jenkins was Absent  
Gary Bailey voted: Y  
Travis Hill voted: Y  
Sonja Culler voted: Y  
Ray Lyons was Absent  
Aaron Frazier voted: Y  
Robin McKamey voted: Y  
Kelly Collins voted: Y  
Rick Richardson was Absent

DRAFT

Passed (18 Y - 0 N - 1 A - 5 Absent)  
Number of Abstain Votes: 1

**Item #14 Vote was challenged by Commissioner Kelly Collins. She stated this affects County Employees and they should abstain during this vote. Therefore, a re-vote of the above motion was taken. (Item #15)**

Re-Vote as follows (Item #15):  
15. Vote Results for: Item No. 15  
Time of Vote: 8:50:23 PM  
Type of Vote: MAJORITY NEEDED TO PASS

Willie Campbell voted: A  
Mark Blevins voted: Y  
Robert Acuff voted: Y  
Nancy Brown voted: Y  
Mike Hill voted: Y  
Patty Woodby voted: A  
Bradley Johnson was Absent  
Ronnie Trivett voted: Y  
Charles Von Cannon voted: Y  
Isaiah Grindstaff voted: A  
Jerry Proffitt was Absent  
Austin Jaynes voted: Y  
Ross Garland voted: Y  
Layla Ward voted: A  
Ginger Holdren voted: Y  
Randall Jenkins was Absent  
Gary Bailey voted: Y  
Travis Hill voted: Y  
Sonja Culler voted: Y  
Ray Lyons was Absent  
Aaron Frazier voted: A

Robin McKamey voted: Y  
Kelly Collins voted: Y  
Rick Richardson was Absent

**Passed (14 Y - 0 N - 5 A - 5 Absent)**  
**Number of Abstain Votes: 5**

**Motion** was made by Ross Garland, seconded by Robert Acuff, to approve the transfer of surplus military equipment from the Sheriff's Department; one item each to the Carter County Rescue Squad and the Johnson County Sheriff's Department. (Item #16)

Roll Call Vote as follows (Item #16):  
16. Vote Results for: Item No. 16  
Time of Vote: 8:52:27 PM  
Type of Vote: MAJORITY NEEDED TO PASS

Willie Campbell voted: Y  
Mark Blevins voted: Y  
Robert Acuff voted: Y  
Nancy Brown voted: Y  
Mike Hill voted: Y  
Patty Woodby voted: Y  
Bradley Johnson was Absent  
Ronnie Trivett voted: Y  
Charles Von Cannon voted: Y  
Isaiah Grindstaff voted: Y  
Jerry Proffitt was Absent  
Austin Jaynes voted: Y  
Ross Garland voted: Y  
Layla Ward voted: Y  
Ginger Holdren voted: Y  
Randall Jenkins was Absent  
Gary Bailey voted: Y  
Travis Hill voted: Y  
Sonja Culler voted: Y  
Ray Lyons was Absent  
Aaron Frazier voted: Y  
Robin McKamey voted: Y  
Kelly Collins voted: Y  
Rick Richardson was Absent

DRAFT

**Passed (19 Y - 0 N - 0 A - 5 Absent)**  
**Number of Abstain Votes: 0**

**Motion** was made by Ross Garland, seconded by Travis Hill, to approve General Fund #101 Amendment #11 (items 1-32) for a total of \$346,746.91 with four items and \$11,290.00 coming from fund balance (\$0 from unassigned fund balance). (Item #17) Recorded on pages 698-702.

Roll Call Vote as follows (Item #17):  
17. Vote Results for: Item No. 17  
Time of Vote: 8:53:20 PM  
Type of Vote: MAJORITY NEEDED TO PASS

Willie Campbell voted: Y  
Mark Blevins voted: Y  
Robert Acuff voted: Y  
Nancy Brown voted: Y  
Mike Hill voted: Y  
Patty Woodby voted: Y  
Bradley Johnson was Absent  
Ronnie Trivett voted: Y  
Charles Von Cannon voted: Y

Isaiah Grindstaff voted: Y  
Jerry Proffitt was Absent  
Austin Jaynes voted: Y  
Ross Garland voted: Y  
Layla Ward voted: Y  
Ginger Holdren voted: Y  
Randall Jenkins was Absent  
Gary Bailey voted: Y  
Travis Hill voted: Y  
Sonja Culler voted: Y  
Ray Lyons was Absent  
Aaron Frazier voted: Y  
Robin McKamey voted: Y  
Kelly Collins voted: Y  
Rick Richardson was Absent

DRAFT

**Passed (19 Y - 0 N - 0 A - 5 Absent)**  
**Number of Abstain Votes: 0**

**Motion** was made by Ross Garland, seconded by Austin Jaynes, to approve Solid Waste/Sanitation Fund #116 Amendment #6 (items 1-2) for a total of \$35,886.60 with two items and \$4,258.71 coming from this fund's unassigned fund balance. Funds from unassigned fund balance will be used to rent equipment necessary to perform improvements on the Roan Mountain Convenience Center (\$2,000) and to provide funds for various accounts (\$2,258.71). (Item #18) Recorded on page 703

Roll Call Vote as follows (Item #18):  
18. Vote Results for: Item No. 18  
Time of Vote: 8:54:06 PM  
Type of Vote: MAJORITY NEEDED TO PASS

Willie Campbell voted: Y  
Mark Blevins voted: Y  
Robert Acuff voted: Y  
Nancy Brown voted: Y  
Mike Hill voted: Y  
Patty Woodby voted: Y  
Bradley Johnson was Absent  
Ronnie Trivett voted: Y  
Charles Von Cannon voted: Y  
Isaiah Grindstaff voted: Y  
Jerry Proffitt was Absent  
Austin Jaynes voted: Y  
Ross Garland voted: Y  
Layla Ward voted: Y  
Ginger Holdren voted: Y  
Randall Jenkins was Absent  
Gary Bailey voted: Y  
Travis Hill voted: Y  
Sonja Culler voted: Y  
Ray Lyons was Absent  
Aaron Frazier voted: Y  
Robin McKamey voted: Y  
Kelly Collins voted: Y  
Rick Richardson was Absent

**Passed (19 Y - 0 N - 0 A - 5 Absent)**  
**Number of Abstain Votes: 0**

**Motion** was made by Ross Garland, seconded by Aaron Frazier, to approve Drug Control Fund #122 Amendment #7 (item 1) for a total of \$742.60 with nothing coming from unassigned fund balance. (Item #19) Recorded on page 703

Roll Call Vote as follows (Item #19)  
19. Vote Results for: Item No. 19  
Time of Vote: 8:54:51 PM  
Type of Vote: MAJORITY NEEDED TO PASS

Willie Campbell voted: Y  
Mark Blevins voted: Y  
Robert Acuff voted: Y  
Nancy Brown voted: Y  
Mike Hill voted: Y  
Patty Woodby voted: Y  
Bradley Johnson was Absent  
Ronnie Trivett voted: Y  
Charles Von Cannon voted: Y  
Isaiah Grindstaff voted: Y  
Jerry Proffitt was Absent  
Austin Jaynes voted: Y  
Ross Garland voted: Y  
Layla Ward voted: Y  
Ginger Holdren voted: Y  
Randall Jenkins was Absent  
Gary Bailey voted: Y  
Travis Hill voted: Y  
Sonja Culler voted: Y  
Ray Lyons was Absent  
Aaron Frazier voted: Y  
Robin McKamey voted: Y  
Kelly Collins voted: Y  
Rick Richardson was Absent

DRAFT

**Passed (19 Y - 0 N - 0 A - 5 Absent)**  
**Number of Abstain Votes: 0**

**Motion was made by Ross Garland, seconded by Gary Bailey, to approve Highway/Public Works Fund #131 Amendment #6 (item 1) for a total of \$114,168.82 with nothing coming from this unassigned fund balance. (Item #20) Recorded on page 704**

Roll Call Vote as follows (Item #20):  
20. Vote Results for: Item No. 20  
Time of Vote: 8:55:40 PM  
Type of Vote: MAJORITY NEEDED TO PASS

Willie Campbell voted: Y  
Mark Blevins voted: Y  
Robert Acuff voted: Y  
Nancy Brown voted: Y  
Mike Hill voted: Y  
Patty Woodby voted: Y  
Bradley Johnson was Absent  
Ronnie Trivett voted: Y  
Charles Von Cannon voted: Y  
Isaiah Grindstaff voted: Y  
Jerry Proffitt was Absent  
Austin Jaynes voted: Y  
Ross Garland voted: Y  
Layla Ward voted: Y  
Ginger Holdren voted: Y  
Randall Jenkins was Absent  
Gary Bailey voted: Y  
Travis Hill voted: Y  
Sonja Culler voted: Y  
Ray Lyons was Absent  
Aaron Frazier voted: Y

Robin McKamey voted: Y  
Kelly Collins voted: Y  
Rick Richardson was Absent

**Passed (19 Y - 0 N - 0 A - 5 Absent)**  
**Number of Abstain Votes: 0**

**Motion was made by Ross Garland, seconded by Mark Blevins, to approve General Purpose School Fund #141 Amendment #9 (item 1-12) for a total of \$143,675.37, with one item and \$9,994.20 coming from General Purpose School fund unassigned fund for the purchase of equipment. (Item #21) Recorded on pages 705-707**

Roll Call Vote as follows (Item #21)  
21. Vote Results for: Item No. 21  
Time of Vote: 8:56:29 PM  
Type of Vote: MAJORITY NEEDED TO PASS

Willie Campbell voted: Y  
Mark Blevins voted: Y  
Robert Acuff voted: Y  
Nancy Brown voted: Y  
Mike Hill voted: Y  
Patty Woodby voted: Y  
Bradley Johnson was Absent  
Ronnie Trivett voted: Y  
Charles Von Cannon voted: Y  
Isaiah Grindstaff voted: Y  
Jerry Proffitt was Absent  
Austin Jaynes voted: Y  
Ross Garland voted: Y  
Layla Ward voted: Y  
Ginger Holdren voted: Y  
Randall Jenkins was Absent  
Gary Bailey voted: Y  
Travis Hill voted: Y  
Sonja Culler voted: Y  
Ray Lyons was Absent  
Aaron Frazier voted: Y  
Robin McKamey voted: Y  
Kelly Collins voted: Y  
Rick Richardson was Absent

**DRAFT**

**Passed (19 Y - 0 N - 0 A - 5 Absent)**  
**Number of Abstain Votes: 0**

**Motion was made by Ross Garland, seconded by Aaron Frazier, to approve School Federal Projects Fund #142 Amendment #5 (item 1-3) for a total of \$68,630.23 with nothing coming from fund balance. (Item #22) Recorded on page 708**

Roll Call Vote as follows (Item #22):  
22. Vote Results for: Item No. 22  
Time of Vote: 8:57:25 PM  
Type of Vote: MAJORITY NEEDED TO PASS

Willie Campbell voted: Y  
Mark Blevins voted: Y  
Robert Acuff voted: Y  
Nancy Brown voted: Y  
Mike Hill voted: Y  
Patty Woodby voted: Y  
Bradley Johnson was Absent  
Ronnie Trivett voted: Y  
Charles Von Cannon voted: Y  
Isaiah Grindstaff voted: Y

Jerry Proffitt was Absent  
Austin Jaynes voted: Y  
Ross Garland voted: Y  
Layla Ward voted: Y  
Ginger Holdren voted: Y  
Randall Jenkins was Absent  
Gary Bailey voted: Y  
Travis Hill voted: Y  
Sonja Culler voted: Y  
Ray Lyons was Absent  
Aaron Frazier voted: Y  
Robin McKamey voted: Y  
Kelly Collins voted: Y  
Rick Richardson was Absent

**Passed (19 Y - 0 N - 0 A - 5 Absent)**  
**Number of Abstain Votes: 0**

**Motion** was made by Ross Garland, seconded by Gary Bailey, to approve Central Cafeteria Fund #143 Amendment #3 (item 1) for a total of \$155,565.68 with \$155,565.68 coming from this fund's unassigned fund balance. Funds from unassigned fund balance will be used to purchase food service equipment. (Item #23) Recorded on page 708

Roll Call Vote as follows (Item #23):  
23. Vote Results for: Item No. 23  
Time of Vote: 8:58:19 PM  
Type of Vote: MAJORITY NEEDED TO PASS

Willie Campbell voted: Y  
Mark Blevins voted: Y  
Robert Acuff voted: Y  
Nancy Brown voted: Y  
Mike Hill voted: Y  
Patty Woodby voted: Y  
Bradley Johnson was Absent  
Ronnie Trivett voted: Y  
Charles Von Cannon voted: Y  
Isaiah Grindstaff voted: Y  
Jerry Proffitt was Absent  
Austin Jaynes voted: Y  
Ross Garland voted: Y  
Layla Ward voted: Y  
Ginger Holdren voted: Y  
Randall Jenkins was Absent  
Gary Bailey voted: Y  
Travis Hill voted: Y  
Sonja Culler voted: Y  
Ray Lyons was Absent  
Aaron Frazier voted: Y  
Robin McKamey voted: Y  
Kelly Collins voted: Y  
Rick Richardson was Absent

DRAFT

**Passed (19 Y - 0 N - 0 A - 5 Absent)**  
**Number of Abstain Votes: 0**

**Motion** was made by Ross Garland seconded by Sonja Culler, to approve the monetary donations made to the Animal Shelter (\$485), the Drug Control Fund (\$742.60), and the Carter County School System (\$500.00). (Item #24)

Roll Call Vote as follows (Item #24):

24. Vote Results for: Item No. 24  
Time of Vote: 8:58:55 PM  
Type of Vote: MAJORITY NEEDED TO PASS

Willie Campbell voted: Y  
Mark Blevins voted: Y  
Robert Acuff voted: Y  
Nancy Brown voted: Y  
Mike Hill voted: Y  
Patty Woodby voted: Y  
Bradley Johnson was Absent  
Ronnie Trivett voted: Y  
Charles Von Cannon voted: Y  
Isaiah Grindstaff voted: Y  
Jerry Proffitt was Absent  
Austin Jaynes voted: Y  
Ross Garland voted: Y  
Layla Ward voted: Y  
Ginger Holdren voted: Y  
Randall Jenkins was Absent  
Gary Bailey voted: Y  
Travis Hill voted: Y  
Sonja Culler voted: Y  
Ray Lyons was Absent  
Aaron Frazier voted: Y  
Robin McKamey voted: Y  
Kelly Collins voted: Y  
Rick Richardson was Absent

DRAFT

**Passed (19 Y - 0 N - 0 A - 5 Absent)**  
**Number of Abstain Votes: 0**

**Motion was made by Ross Garland, seconded by Sonja Culler, to approve the non-monetary donations made to the Animal Shelter (\$1,255.66). (Item #25)**

Roll Call Vote as follows (Item #25):  
25. Vote Results for: Item No. 25  
Time of Vote: 9:12:25 PM  
Type of Vote: MAJORITY NEEDED TO PASS

Willie Campbell voted: Y  
Mark Blevins voted: Y  
Robert Acuff voted: Y  
Nancy Brown voted: Y  
Mike Hill voted: Y  
Patty Woodby voted: Y  
Bradley Johnson was Absent  
Ronnie Trivett voted: N  
Charles Von Cannon voted: Y  
Isaiah Grindstaff voted: Y  
Jerry Proffitt was Absent  
Austin Jaynes voted: Y  
Ross Garland voted: Y  
Layla Ward voted: Y  
Ginger Holdren voted: Y  
Randall Jenkins was Absent  
Gary Bailey voted: Y  
Travis Hill voted: Y  
Sonja Culler voted: Y  
Ray Lyons was Absent  
Aaron Frazier voted: Y  
Robin McKamey voted: Y

Kelly Collins voted: Y  
Rick Richardson was Absent

**Passed (18 Y - 1 N - 0 A - 5 Absent)**  
**Number of Abstain Votes: 0**

Ross Garland, noted Suzi Wallace had submitted a resignation as recording secretary for the following Committees: Budget, Nominating, Rules & By-Laws, Building & Grounds, Health & Welfare, Law Enforcement, Highway, Education, and Landfill, dated May 15, 2019.

Discussion followed noting this would be discussed among committees and Mary Gouge, County Clerk to fill this position. A thank-you was extend to Suzi for doing a great job.

**Other Committee's Reports**

No report or recommendations were presented by the following Committee's: Building and Grounds Committee, Rules and By-Laws Committee, Animal Shelter Board, Educations, and Beer Board.

The various chairpersons noted the Committee's Meeting Minutes reflected actions taken by the committee.

**Highway Committee – Charles VonCannon, Chairman**

A report in regards to traffic issues on Warrior Lane was presented.

Chairman VonCannon urged all Commissioner to be aware of any issued in their district and report such if actions needed to be taken.

Most recently was in regards to illegal dumping on Teaberry Road, Roan Mountain.

**Motion** was made by Charles VonCannon, seconded by Mike Hill, to **recommend to the full Commission that the Law Enforcement Committee and Health and Welfare Committee become more engaged in enforcement and health reasons concerning illegal dumping. (Item 26)**

Discussion followed noting Tennessee Code 39-14-502 was attached to the May 2019 Health & Welfare Committee's minutes.

**Friendly Amendment** was made by Robert Acuff, to **include the Landfill Committee in the above motion as well. Friendly Amendment was accepted by Charles VonCannon and Mike Hill. (Item #26)**

Roll Call Vote as follows (Item #26):  
26. Vote Results for: Item No. 26  
Time of Vote: 9:36:56 PM  
Type of Vote: MAJORITY NEEDED TO PASS

Willie Campbell voted: Y  
Mark Blevins voted: Y  
Robert Acuff voted: Y  
Nancy Brown voted: Y  
Mike Hill voted: Y  
Patty Woodby voted: Y  
Bradley Johnson was Absent  
Ronnie Trivett voted: Y  
Charles Von Cannon voted: Y  
Isaiah Grindstaff voted: Y  
Jerry Proffitt was Absent  
Austin Jaynes voted: Y  
Ross Garland voted: Y  
Layla Ward voted: Y  
Ginger Holdren voted: Y  
Randall Jenkins was Absent

DRAFT

Gary Bailey voted: Y  
Travis Hill voted: Y  
Sonja Culler voted: Y  
Ray Lyons was Absent  
Aaron Frazier voted: Y  
Robin McKamey voted: Y  
Kelly Collins voted: Y  
Rick Richardson was Absent

DRAFT

**Passed (19 Y - 0 N - 0 A - 5 Absent)**  
**Number of Abstain Votes: 0**

Elizabeth Woodby, a resident of Teaberry Road, Roan Mountain was commended for her recent community involvement concerning the illegal in that area.

Chairman, VonCannon informed the Commission that legislature had been passed paying for the signage of the Mike and Sarah Sellers Memorial Bridge in the Sinking Creek area. A dedication would be made in the upcoming weeks.

The Financial Management Committee, reported the possibility of a Wage Rate System for county employees for 2020-2021 budget year.

Health & Welfare Committee – Robert Acuff, Chairman – It was reported that a Sick Leave Bank Policy for County Employees had been discussed. Department heads would be receiving a survey for employees concerning participation in this area.

County Attorney Report – Joshua Hardin May 20, 2019 report entered into the minutes on page 709.

Commissioner Comments

Commissioner Ginger Holdren, spoke concerning funding of the Butler Volunteer Fire Department. She stated more volunteers were needed as well as the possibility of a contract needed concerning budget needs and request.

Commission Robert Acuff, spoke regarding the Carter County Boys and Girls Club encouraging supporting fund raising events.

**Motion** to adjourn was made by Mike Hill, seconded by Aaron Frazier. By majority voice vote, **motion carried.**

**Meeting Ended at: 9:37:20 PM**

AGENDA  
Board of County Commissioners  
Carter County, Tennessee  
REGULAR SESSION  
Monday, May 20, 2019 at 6:00 PM

1. Call to Order
2. Courthouse Emergency Egress Plan- **EMA Office**
3. Roll Call- **County Clerk**
4. Approval of Agenda
5. Opening Prayer- **Commissioner Willie Campbell**
6. Pledge of Allegiance
7. Recognition of Elected & Appointed Officials/Guests
8. Acceptance of April Meeting Minutes
9. Approval of Notaries & Bonds
10. Public Comments- 5 minutes per person
11. Plaque Presentations- **Mayor Rusty Barnett**
12. Resolutions:
  - A. In Recognition of National EMS Week 2019
  - B. Honoring Hampton High School Computer Aided Drafting Instructor Daniel Arnett and his students: Zack Oliver, James Ellison, Macon Barden, Joe Huskins, Quentin Tomlin, Bryan Spock and Neyland Sluder for assistance with design/reconstruction of Roan Mountain Convenience Center.
  - C. Resolution Approving the Master Agreement for Cooperative Purchasing with Sourcewell
13. Presentation of County Tax Roll Additions and Deletions- **Trustee's Office**
14. County Employee Health Insurance Presentation- **Sequoyah Group (broker)**
15. Presentation by Keep Carter County Beautiful – **Ed Jordan**
16. Consideration of Securus Inmate Communications Contract
17. Consideration of Interlocal Agreement Governing Carter County JECDB
18. Mayoral Report – **Mayor Rusty Barnett**
19. Committee Reports
20. County Attorney Report
21. Commissioner Comments
22. Adjourn

**DRAFT**

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR CARTER COUNTY, TENNESSEE

REGULAR MEETING, MONDAY, MAY 20, 2019

RESOLUTION NO. 730

"A RESOLUTION HONORING HAMPTON HIGH SCHOOL COMPUTER AIDED DRAFTING (CAD) INSTRUCTOR DANIEL ARNETT AND HIS STUDENTS: ZACK OLIVER, JAMES ELLISON, MACON BARDEN, JOE HUSKINS, QUENTIN TOMLIN, BRYAN SPOCK and NEYLAND SLUDER, FOR ASSISTANCE PROVIDED WITH THE DESIGN WORK FOR THE RECENT RECONSTRUCTION OF THE ROAN MOUNTAIN CONVENIENCE CENTER"

WHEREAS, Mr. Daniel Arnett has instructed the Computer Aided Drafting (CAD) Class at Hampton High School for several years and he has helped his students perform remarkably well in many local, state and national competitions where many have won high honors for their performance; and

WHEREAS, in addition to performing in competitions the students in the class have also assisted various departments within the Carter County government with projects over the years; and

WHEREAS, recently the class was asked to provide assistance with the redesign of the Roan Mountain Convenience Center; and

WHEREAS, the students were happy to assist their community and they soon took a field trip to the Roan Mountain Convenience Center to obtain measurements and they ultimately designed the new layout for the Convenience Center; and

WHEREAS, the new design was submitted by Carter County and played an important part in the county's ability to obtain grant funding for the project; and

WHEREAS, it is appropriate for the Carter County Mayor and the Board of County Commissioners to recognize outstanding accomplishments by our citizens; and

WHEREAS, the members of the Carter County Education and Landfill Committees jointly offer this Resolution honoring Mr. Arnett and the students in his class, to express their appreciation for the efforts of the class and the benefit provided to the Carter County taxpayers.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners for Carter County, Tennessee, meeting in regular session on this the 20<sup>th</sup> day of May, 2019, with a lawful quorum of said Board being present and with a majority voting in the affirmative, that the Board, being joined by Carter County Mayor Russell Barnett, hereby honors Instructor Daniel Arnett and his CAD students: Zack Oliver, James Ellison, Macon Barden, Joe Huskins, Quentin Tomlin, Bryan Spock and Neyland Sluder, for their assistance in designing the new layout for the reconstruction of the Roan Mountain Convenience Center.

Approved by the Education & Landfill Committees.

\_\_\_\_\_  
Education Committee Chairperson

  
\_\_\_\_\_  
Landfill Committee Chairperson

DRAFT

Adopted this 20<sup>th</sup> day of May, 2019.

CARTER COUNTY, TENNESSEE

Ross Garland  
ROSS GARLAND, INTERIM CHAIRMAN  
BOARD OF COUNTY COMMISSIONERS

Russell Barnett  
RUSSELL BARNETT  
CARTER COUNTY MAYOR

ATTEST:

Mary Gouge  
MARY GOUGE  
CARTER COUNTY CLERK

APPROVED AS TO FORM:

Joshua A. Hardin  
JOSHUA A. HARDIN  
CARTER COUNTY ATTORNEY

DRAFT

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR CARTER COUNTY, TENNESSEE

REGULAR MEETING, MONDAY, MAY 20, 2019

RESOLUTION NO. 731

"A RESOLUTION IN RECOGNITION OF NATIONAL EMS WEEK 2019, AND HONORING THE SERVICES PROVIDED LOCALLY BY THE CARTER COUNTY EMERGENCY RESCUE SQUAD."

WHEREAS, In 1974, President Gerald Ford authorized EMS Week to celebrate EMS practitioners and the important work they do in our nation's communities, and May 19-25, 2019, is the 45th annual National EMS Week; and

WHEREAS, EMS Week brings together local communities and medical personnel to honor the dedication of those who provide essential day-to-day lifesaving services for local residents; and

WHEREAS, in Carter County, emergency medical services and rescue services are provided by the Carter County Emergency Rescue Squad; and

WHEREAS, said organization had humble beginnings, but has grown over the years from a small group of dedicated volunteers without much training to paid Paramedics and Certified Emergency Medical Technicians who provide emergency medical and rescue services 24 hours a day/365 days a year; and

WHEREAS, today the Carter County Emergency Rescue Squad responds to over 12,000 calls per year, in a fleet of modern Advanced Life Support ambulances and it strives to provide the best ambulance, rescue and emergency medical services possible while meeting the needs of Carter County and the surrounding area; and

WHEREAS, the citizens of Carter County are extremely fortunate to be able to rely upon those who provide emergency medical and rescue services throughout the county in their time of need; and

WHEREAS, the Board of County Commissioners feels that it is proper to honor those that provide emergency medical and rescue services locally and in turn provide them with some much deserved recognition for the invaluable services they provide to the citizens of Carter County on a daily basis.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners for Carter County, Tennessee, meeting in regular session on this the 20<sup>th</sup> day of May, 2019, with a lawful quorum of said Board being present and with a majority voting in the affirmative that the Board hereby adopts this Resolution recognizing National EMS Week May 19-25, 2019 and honoring the exceptional and selfless efforts of the men and women of the Carter County Emergency Rescue Squad who continue to provide excellent emergency medical and rescue services throughout Carter County.

Approved by the Health & Welfare Committee on May 7, 2019.



Committee Chairperson

**DRAFT**

Adopted this 20<sup>th</sup> day of May, 2019.

CARTER COUNTY, TENNESSEE  
BOARD OF COUNTY COMMISSIONERS

APPROVED:

By: Ross Garland  
ROSS GARLAND, INTERIM CHAIRMAN  
BOARD OF COUNTY COMMISSIONERS

APPROVED:

By: Russell Barnett  
RUSSELL BARNETT  
CARTER COUNTY MAYOR

VETOED:

By: \_\_\_\_\_  
RUSSELL BARNETT  
CARTER COUNTY MAYOR

Date: \_\_\_\_\_

VETO OVERRIDE VOTE:

\_\_\_\_\_ YES VOTES  
\_\_\_\_\_ NO VOTES  
\_\_\_\_\_ ABSTAIN VOTES

APPROVED WITH SUCCESSFUL  
OVERRIDE VOTE:

DRAFT

By: \_\_\_\_\_  
RAY LYONS, CHAIRMAN  
BOARD OF COUNTY COMMISSIONERS

Date: \_\_\_\_\_

ATTEST:

Mary Gouge  
MARY GOUGE  
CARTER COUNTY CLERK

APPROVED AS TO FORM:

Joshua A. Hardin  
JOSHUA A. HARDIN  
CARTER COUNTY ATTORNEY

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR CARTER COUNTY, TENNESSEE

REGULAR MEETING, MONDAY, MAY 20, 2019

RESOLUTION NO. 732

"RESOLUTION APPROVING THE MASTER AGREEMENT  
FOR COOPERATIVE PURCHASING WITH SOURCEWELL."

WHEREAS, pursuant to Tenn. Code Ann. §12-3-1205 the Board of County Commissioners, as the governing body of Carter County, may approve and participate in cooperative purchasing agreements with other governmental entities outside of the State of Tennessee for the procurement of goods, supplies or services if a Master Agreement with said entity is approved by a resolution of the county legislative body; and

WHEREAS, Sourcewell (formerly known as National Joint Powers Alliance or NJPA) is a service cooperative created by the Minnesota legislature as a local unit of government authorized by the laws of that state to provide cooperative purchasing services to other eligible governmental entities; and

WHEREAS, approval of the Master Agreement with Sourcewell requires no financial contribution or obligation from the county, as it only allows the county to utilize the services of Sourcewell for the procurement of goods, supplies or services if the county chooses to do so; and

WHEREAS, the Board of County Commissioners for Carter County feels it is in the best interest of the citizens of Carter County to approve and accept the terms of the Master Agreement with Sourcewell (attached hereto as an Exhibit).

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners for Carter County, Tennessee, meeting in regular session on this the 20<sup>th</sup> day of May, 2019, with a lawful quorum of said Board being present and with a majority voting in the affirmative that the Board hereby adopts this Resolution approving and accepting the terms of the Master Agreement with Sourcewell (attached hereto as an Exhibit).

BE IT FURTHER RESOLVED that this Resolution shall take effect from and after the date of its approval, and is also intended to be remedial in its application and shall be applicable retroactively to the extent allowed by law, the welfare of the county demanding.

BE IT FURTHER RESOLVED that all Resolutions of the Board of County Commissioners of Carter County, Tennessee which are in conflict with this Resolution are hereby repealed.

Reviewed and approved by the Financial Management Committee on 5/6/19.

Ginger Holdren  
Committee Chairperson

DRAFT

Adopted this 20<sup>th</sup> day of May, 2019.

CARTER COUNTY, TENNESSEE  
BOARD OF COUNTY COMMISSIONERS

APPROVED:

By: Ross Garland  
ROSS GARLAND, INTERIM CHAIRMAN  
BOARD OF COUNTY COMMISSIONERS

APPROVED:

By: Russell Barnett  
RUSSELL BARNETT  
CARTER COUNTY MAYOR

VETOED:

By: \_\_\_\_\_  
RUSSELL BARNETT  
CARTER COUNTY MAYOR

Date: \_\_\_\_\_

VETO OVERRIDE VOTE:

\_\_\_\_\_ YES VOTES  
\_\_\_\_\_ NO VOTES  
\_\_\_\_\_ ABSTAIN VOTES

APPROVED WITH SUCCESSFUL  
OVERRIDE VOTE:

By: \_\_\_\_\_  
RAY LYONS, CHAIRMAN  
BOARD OF COUNTY COMMISSIONERS

Date: \_\_\_\_\_

ATTEST:

Mary Gouge  
MARY GOUGE  
CARTER COUNTY CLERK

**DRAFT**

APPROVED AS TO FORM:

Joshua A. Hardin  
JOSHUA A. HARDIN  
CARTER COUNTY ATTORNEY

DRAFT



SOURCEWELL AGREEMENT

This Agreement, made effective on the date hereof, by and between Sourcewell (formerly known as National Joint Powers Alliance) and \_\_\_\_\_ (hereinafter referred to as the "Member").

Agreement

- 1. Sourcewell, a public entity whose creation was authorized by Minn. Stat. § 123A.21, has followed procurement procedures for products and services offered by this Agreement in accordance with Minn. Stat. § 471.345. Sourcewell is permitted to engage in cooperative purchasing pursuant to Minn. Stat. § 123A.21 Subd. 7(23).
2. It is the sole responsibility of each Member to follow state and local procurement statutes and rules as it pertains to cooperative purchasing or joint power Agreements with in-state or out-of-state public agencies.
3. Sourcewell makes cooperative purchasing contracts available to Members "as is," and is under no obligation to revise the terms, conditions, scope, price, and/or any other conditions of the contract for the benefit of the Member. Members are permitted to negotiate and agree to additional terms and conditions with Vendors directly.
4. Each party shall be responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other party and the results thereof. The Member will be responsible for all aspects of its purchase, including ordering its goods and/or services, inspecting and accepting the goods and/or services, and paying the Vendor who will have directly billed the Member placing the order.
5. The use of each contract by the Member will adhere to the terms and conditions of the Sourcewell contract.
6. Any dispute which may arise between the Member and the Vendor are to be resolved between the Member and the Vendor.
7. This Agreement incorporates all Agreements, covenants and understandings between Sourcewell and the Member. No prior Agreement or understanding, verbal or otherwise, by the parties or their agents, shall be valid or enforceable unless embodied in this Agreement. This Agreement shall not be altered, changed or amended except by written amendment executed by both parties.

Member Name

Sourcewell

By \_\_\_\_\_
Its \_\_\_\_\_
TITLE

\_\_\_\_\_
\_\_\_\_\_
TITLE

DATE

DATE

Rev. 5/2018

202 12th Street NE | P.O. Box 219 | Staples, MN 56479

888-894-1930 | www.sourcewell-mn.gov



**Non-Profit (Please include documentation demonstrating non-profit status)**

- Church
- Medical Facility
- Other

**REFERRED BY**

- Advertisement
- Colleague/Friend
- Vendor Representative
- Conference/Trade Show \_\_\_\_\_
- Search Engine/Web Search

**RETURN COMPLETED AGREEMENT TO:**

Sourcewell  
202 12<sup>th</sup> Street NE  
P.O. Box 219  
Staples, MN 56479

877-585-9706  
membership@sourcewell-mn.gov

*\*Denotes required information*

**DRAFT**

Randal Lewis  
Trustee



801 Elk Avenue  
(423) 542-1811  
FAX: (423) 547-1505

CARTER COUNTY  
STATE OF TENNESSEE  
ELIZABETHTON

DRAFT

TO THE HONORABLE COUNTY COURT OF CARTER COUNTY, TENNESSEE SUBMITTED HERewith  
IS A SCHEDULE OF PROPERTY ADDED TO THE TAX ROLLS FOR THE PERIOD OCTOBER 1, 2017  
THROUGH MARCH 31, 2019.

NAME	VALUE	TAX
ADKINS, PATRICIA	3 YEAR ROLLBACK \$	4,457.00
ADKINS, PATRICIA	3 YEAR ROLLBACK \$	9,317.00
ALEXANDER, JOSEPH	2,525.00 \$	62.00
ALLEN, MARY	3 YEAR ROLLBACK \$	24.00
ALLEN, RICHARD	3 YEAR ROLLBACK \$	76.00
ARWOOD, STEVE	30,475.00 \$	753.00
AYM, INC	31,898.00 \$	788.00
BARNETT, KAREN	13,000.00 \$	321.00
BOWIE, RICHARD	16,800.00 \$	415.00
CAMPBELL, JAMES	3 YEAR ROLLBACK \$	103.00
CANTRELL, FLORENCE	3 YEAR ROLLBACK \$	418.00
COLE, BILLY	3 YEAR ROLLBACK \$	50.00
COLEMAN, CONLEY	3 YEAR ROLLBACK \$	1,725.00
DAVIS, SANDRA	3 YEAR ROLLBACK \$	1,205.00
DOUBLE J INVESTMENTS	16,000.00 \$	395.00
ELLIS, J B	3 YEAR ROLLBACK \$	36.00
FERGUSON, NANCY	3 YEAR ROLLBACK \$	16.00
FRANKLIN, ROBERT	1,425.00 \$	35.00
FRANKLIN, ROBERT	1,375.00 \$	34.00
G P HARMON RECYCLING	3,540.00 \$	87.00
GRINDSTAFF, JUDY	3 YEAR ROLLBACK \$	104.00
GRINDSTAFF, VIRGINIA	3 YEAR ROLLBACK \$	98.00
GUY, JOSHUA RYAN	14,570.00 \$	360.00
HENSLEY, ANNA B	17,375.00 \$	429.00
HINKLE, VICKIE	3 YEAR ROLLBACK \$	53.00
HITCHEW, JEFFREY	13,700.00 \$	339.00
HUGHES, LUCAS	3 YEAR ROLLBACK \$	76.00
LANE, TERRY	1,675.00 \$	41.00
LEWIS, EUGENE	1 YEAR ROLLBACK \$	159.00
LEWIS, MATTHEW	3 YEAR ROLLBACK \$	69.00
MCDOWELL, GERALD	3 YEAR ROLLBACK \$	1,612.00
MILLER, SHIRLEY A ETAL	1,775.00 \$	44.00
MOSLEY, WAYNE	1,700.00 \$	42.00
MOTTERN, MITZI	3 YEAR ROLLBACK \$	140.00
MOTTERN, MITZI	3 YEAR ROLLBACK \$	52.00
MULL, DAVID	3 YEAR ROLLBACK \$	176.00
MULL, DAVID	3 YEAR ROLLBACK \$	253.00
MURRAY, GEORGE	3 YEAR ROLLBACK \$	41.00
NEW BREED TAXIDERMY	300.00 \$	7.00
NORWELL CO, INC	158,015.00 \$	3,903.00
OXENDINE, WILLIAM	3 YEAR ROLLBACK \$	888.00
PATE, OLEN	3 YEAR ROLLBACK \$	1,555.00
PEARSON, RAYMOND	3 YEAR ROLLBACK \$	1,287.00
PERKINS, JOHN	3 YEAR ROLLBACK \$	1,284.00
PRICE, REDA	1 YEAR ROLLBACK \$	188.00
ROBERTSON-CECO CORP	35,336.00 \$	873.00
SNAVELY, SARA E	775.00 \$	20.00
STOUT, EVERETTE	6,400.00 \$	158.00
STREET'S GARAGE	300.00 \$	7.00
SUTTON, BARRY	3 YEAR ROLLBACK \$	458.00
TAYLOR, DELMAS	3 YEAR ROLLBACK \$	2,681.00
TESTER, LARRY A	1,600.00 \$	39.00
TESTER, LARRY J	7,475.00 \$	185.00
TRIPLETT, MICHAEL AND HARRY	3 YEAR ROLLBACK \$	2,175.00
TRIVETTE, CHRISTOPHER	3 YEAR ROLLBACK \$	111.00
WARD, CHERIE ANN	12,650.00 \$	313.00
WARD, CHERIE ANN	14,000.00 \$	346.00
WELLMAN, WILLIS	3 YEAR ROLLBACK \$	79.00
WINTERS, LARRY	2,075.00 \$	52.00

406,759.00 \$

41,014.00

DRAFT

Randal Lewis  
Trustee



801 Elk Avenue  
(423) 542-1811  
FAX: (423) 547-1505

CARTER COUNTY  
STATE OF TENNESSEE  
ELIZABETHTON

TO THE HONORABLE COUNTY COURT OF CARTER COUNTY, TENNESSEE SUBMITTED HERewith  
IS A SCHEDULE OF PROPERTY DELETED FROM THE TAX ROLLS FOR THE PERIOD OCTOBER 1, 2017  
TO MARCH 31, 2019.

NAME	VALUE	TAX AMOUNT
A NEW YOU WEIGHT LOSS CLINIC	(345.00) \$	9.00
AFFORDABLE HEARING CARE	(345.00) \$	9.00
APPALACHIAN SANITATION	(345.00) \$	9.00
ARNETT DON USED CAR SALES	(2,246.00) \$	55.00
ARROWOOD, CLAUDE	(150.00) \$	4.00
ARWOOD, STEVE	(36,700.00) \$	906.00
ATLAS-NC-I-SPE-LLC	(845.00) \$	21.00
BARNETT, KAREN	(15,475.00) \$	382.00
BET WELDING AND WIRE	(34,295.00) \$	847.00
BLAIR, SONNY	(2,775.00) \$	69.00
BLIND RAVEN PHOTOGRAPHY	(300.00) \$	7.00
BLUE RIVER STUDIO LLC	(697.00) \$	17.00
BOUDOT FAMILY TRUST	(31,775.00) \$	785.00
BOWERS, CHRISTOPHER	CORRECT ROLLBACK \$	658.00
BROTHER'S IN LAWN	(300.00) \$	7.00
CAFÉ, ERIC AND LAURA	(1,687.00) \$	42.00
CARDWELL LONNIE	(20,640.00) \$	509.00
CARR, RONALD JAMES	(4,625.00) \$	114.00
CARROLL, TARA	(16,525.00) \$	408.00
CARTER COUNTY	(1,400.00) \$	35.00
CARTER COUNTY BOARD OF ED	(79,880.00) \$	1,973.00
CBM MINISTRIES OF EAST TN	(25,500.00) \$	630.00
CENTERVIEW CHURCH OF CHRIST	(362,840.00) \$	8,963.00
CENTRAL CHURCH OF CHRIST	(6,275.00) \$	155.00
CHEMICAL TECHNOLOGIES LLC	(57,297.00) \$	1,415.00
CHURCH FIRST FREEWILL	(9,000.00) \$	222.00
COMPUTER EXPRESS	(300.00) \$	7.00
COVERED BRIDGE CAFÉ	(828.00) \$	20.00
CURDE, HERBERT H	(425.00) \$	11.00
CURDE, HERBERT H	(2,475.00) \$	61.00
DANTIN, JOHN KEITH	(425.00) \$	11.00
DAVID SELLERS PHOTOGRAPHY	(504.00) \$	12.00
DI TRIPANI CONSTRUCTION	(300.00) \$	7.00
DYKES, CHARLES E	(11,425.00) \$	282.00
EAST TENNESSEE FLOWERS & VINES	(649.00) \$	16.00

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EAST TENNESSEE TILE AND GROUT	(3,878.00) \$	96.00
EAST TN UNDERGROUND SERV LLC	(44,327.00) \$	1,095.00
ELIZABETHTON CUSTOM CABINETS	(733.00) \$	18.00
ELIZABETHTON MUNICIPAL AIRPORT	(12,500.00) \$	309.00
ELIZABETHTON MUNICIPAL AIRPORT	(27,750.00) \$	685.00
ELIZABETHTON MUNICIPAL AIRPORT	(12,450.00) \$	308.00
ELIZABETHTON MUNICIPAL AIRPORT	(29,950.00) \$	740.00
ELIZABETHTON MUNICIPAL AIRPORT	(12,200.00) \$	301.00
EVOLUTION SPORTS LLC	(13,171.00) \$	325.00
FIRST ASSIST URGENT CARE	(4,574.00) \$	113.00
FURCHES, JOHNNY	(2,000.00) \$	50.00
GARLAND, GLENNIS D	(2,325.00) \$	57.00
GIBBS, THOMAS RAY	(4,475.00) \$	111.00
GOULD, DANIEL L	(975.00) \$	24.00
GREENE, BEN	(14,575.00) \$	360.00
GROOM WITH A VIEW	(316.00) \$	8.00
H D I	(1,224.00) \$	30.00
HEAVEN'S LITTLE MIRACLES	(6,093.00) \$	151.00
HENSLEY, ANNA B	(37,040.00) \$	915.00
HIGHLAND CLINIC	(2,396.00) \$	59.00
HITCHCOCK, WILLIAM JR	(4,875.00) \$	120.00
HOLY TRINITY MONASTERY	(12,625.00) \$	312.00
HOUSE HEROES	(345.00) \$	9.00
HOWELL, JOE	(350.00) \$	9.00
HYDER, JIM	(400.00) \$	10.00
HYNESSITE ENTERTAINMENT	(300.00) \$	7.00
IN HIS HANDS HOME INSPECTIONS	(300.00) \$	7.00
JACK, M L	(2,360.00) \$	58.00
JACKLYN'S HALLMARK	(4,318.00) \$	107.00
JARRETT, ELLA L L/E	(450.00) \$	11.00
JOHNSON VA COLORFAUX WORKS	(587.00) \$	15.00
JOHNSON, BARBARA	(13,700.00) \$	338.00
JOHNSON, KEITH	(2,300.00) \$	56.00
KING, WILLIAM L	(2,225.00) \$	55.00
LEE'S CLASSIC GARAGE	(354.00) \$	9.00
LIBERTY TIRE SERVICES	(300.00) \$	7.00
LONE STAR STEAKHOUSE	(22,255.00) \$	550.00
LONESOME DOVE CHRISTIAN G P	(10,750.00) \$	265.00
LYNNRIDGE II LP	(145,240.00) \$	3,587.00
LYNNWOOD II LP	(65,800.00) \$	1,625.00
MAY, ANDREW STEPHEN	(15,976.00) \$	395.00
MCCOYS LLC	(1,010.00) \$	25.00
MCKINNEY, CHARLES	(975.00) \$	24.00
MCKINNEY, ERBY M	(5,925.00) \$	146.00
MEASURE TWICE CUT ONCE HOME IMP	(1,403.00) \$	35.00
MILHORN, TEDDY	(6,600.00) \$	163.00
MILLER, SHIRLEY A	(1,775.00) \$	44.00
MJP PAPER SHREDDING	(900.00) \$	22.00
MORRELL, GYNITH	(3,575.00) \$	88.00
MORTON, RUTH	(3,275.00) \$	81.00
MOSLEY, WAYNE	(1,700.00) \$	42.00
MULL, DAVID		85.00
CORRECT ROLLBACK	\$	

DRAFT

N 2 VAPORS	(300.00) \$	7.00
NEW IMAGE WEIGHT LOSS	(2,054.00) \$	51.00
OAK POINT ESTATES	(24,925.00) \$	616.00
ORSBURN, WADE R	(3,050.00) \$	75.00
PAULINA'S HANGOUT	(380.00) \$	9.00
PICKERS ANTIQUE MALL	(345.00) \$	9.00
PRICE, KAREN	(3,800.00) \$	94.00
R M STONEWORKS	(1,719.00) \$	42.00
RENFRO, CARL	(22,400.00) \$	553.00
RUNYON, DANNY W	(14,025.00) \$	346.00
SLAGLE, E.W. MRS.	(15,825.00) \$	391.00
SLS GROOMING	(300.00) \$	7.00
SLUDER, BOB R	(6,125.00) \$	151.00
SMITH, DON	(2,700.00) \$	67.00
SNO SHACK	(658.00) \$	16.00
STANTON SUPPLY CO	(2,997.00) \$	74.00
STEVENSON, SYLVIA	(4,750.00) \$	117.00
STOUT, JOHN	(6,275.00) \$	155.00
STUMPY'S TREE SERVICE	(380.00) \$	9.00
SWISHER HYGIENE USA	(787.00) \$	19.00
TAYLOR, DELMAS	CORRECT ROLLBACK \$	815.00
TESTER, HOMER LEROY	(3,725.00) \$	92.00
TESTER, LARRY J	(1,275.00) \$	32.00
THE CRAFTY BAKER	(300.00) \$	7.00
THE TATTOO DEN STUDIO	(300.00) \$	7.00
TIMB, CHERYL ANN	(5,000.00) \$	124.00
TIPS 2 TOES	(380.00) \$	9.00
TIPTON, DANNY J	(6,525.00) \$	161.00
TLC MEDICAL TRANSPORT	(2,625.00) \$	65.00
TRAIN DIRTY FITNESS	(1,771.00) \$	44.00
TREADWAY, GREG	(2,850.00) \$	70.00
TRI CITY MOTORS LLC	(300.00) \$	7.00
UNAKA PROPERTIES	(13,775.00) \$	341.00
WALDROP, VERLYE	(1,950.00) \$	48.00
WALDROP, VERLYE	(5,725.00) \$	141.00
WALDROP, VERLYE	(3,975.00) \$	98.00
WALDROP, VERLYE L/E	(130.00) \$	3.00
WALDROP, VERLYE L/E	(2,875.00) \$	71.00
WARD, CHERIE ANN	(12,975.00) \$	321.00
WHALEY, JESSICA	(2,850.00) \$	70.00
WILD AND WACKY ART STUDIO	(300.00) \$	7.00
WOOD DOCTORS PALLET RECYCLE	(300.00) \$	7.00
YOUNG, TED	(975.00) \$	24.00
ZUDY'S LITTLE COUNTRY STORE	(3,019.00) \$	75.00

(1,483,188.00) \$

38,187.00

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR CARTER COUNTY, TENNESSEE

REGULAR MEETING, MONDAY, MAY 20, 2019

RESOLUTION NO. 733

DRAFT

"A RESOLUTION TO REQUEST THE UNCLAIMED BALANCE OF ALL ACCOUNTS  
REMITTED TO THE STATE TREASURER UNDER THE UNCLAIMED PROPERTY ACT"

WHEREAS, Tenn. Code Ann. § 66-29-146 provides that a county in Tennessee may request payment for the unclaimed balance of funds reported and remitted by or on behalf of the local government and its agencies if it exceeds \$100.00, less a proportionate share of the cost of administering the program; and

WHEREAS, Carter County and/or its agencies have remitted unclaimed accounts to the State Treasurer in accordance with the Uniform Disposition of Unclaimed Property Act; and

WHEREAS, Carter County by this Resolution is requesting the return of the unclaimed balance of any and all available funds held by the State Treasurer which have been remitted by Carter County and/or its agencies; and

WHEREAS, Carter County agrees to meet all the requirements of Tenn. Code Ann. § 66-29-101 et seq. and to accept liability for future claims against accounts represented in funds paid to it and to submit an annual report of claims received on these accounts to the State Treasurer by September 1 each year; and

WHEREAS, it is agreed that Carter County will retain a sufficient amount to insure prompt payment of allowed claims without deduction for administrative costs or service charges and that the balance of funds will be deposited in Carter County's General Fund.

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners for Carter County, Tennessee, meeting in regular session on this the 20<sup>th</sup> day of May, 2019, with a lawful quorum of said Board being present and with a majority voting in the affirmative that the Board hereby requests the State Treasurer to pay the unclaimed balance of funds to it in accordance with the provisions of Tenn. Code Ann. § 66-29-101 et seq., and specifically Tenn. Code Ann. § 66-29-146. A list of remittances made by or on behalf of Carter County and its agencies shall be submitted of the State of Tennessee along with this adopted Resolution.

BE IT FURTHER RESOLVED that this Resolution shall take effect from and after the date of its approval the welfare of the county demanding.

BE IT FURTHER RESOLVED, that all prior Resolutions of the Board of County Commissioners of Carter County, Tennessee which are in conflict with this Resolution are hereby repealed.

Adopted this 20th day of May, 2019.

CARTER COUNTY, TENNESSEE  
BOARD OF COUNTY COMMISSIONERS

APPROVED:

By:

  
ROSS GARLAND, INTERIM CHAIRMAN  
BOARD OF COUNTY COMMISSIONERS

DRAFT

APPROVED:

By: Russell Barnett  
RUSSELL BARNETT  
CARTER COUNTY MAYOR

VETOED:

By: \_\_\_\_\_  
RUSSELL BARNETT  
CARTER COUNTY MAYOR

Date: \_\_\_\_\_

VETO OVERRIDE VOTE:

\_\_\_\_\_ YES VOTES  
\_\_\_\_\_ NO VOTES  
\_\_\_\_\_ ABSTAIN VOTES

APPROVED WITH SUCCESSFUL  
OVERRIDE VOTE:

By: \_\_\_\_\_  
ROSS GARLAND, INTERIM CHAIRMAN  
BOARD OF COUNTY COMMISSIONERS

Date: \_\_\_\_\_

ATTEST:

Mary Gorge  
MARY GORGE  
CARTER COUNTY CLERK

APPROVED AS TO FORM:

Joshua A. Hardin  
JOSHUA A. HARDIN  
CARTER COUNTY ATTORNEY

U:\Carter County Attorney\Resolutions\Unclaimed Funds Resolution 2019.docx

**Master Services Agreement  
CARTER COUNTY JAIL (TN)  
A004415**

This Master Services Agreement (this "Agreement") is by and between Carter County Jail ("you" or "Customer") and Securus Technologies, Inc., ("we," "us," or "Provider"). This Agreement supersedes any and all other agreements (oral, written, or otherwise) that may have been made between the parties and will be effective as of the last date signed by either party (the "Effective Date").

Whereas, the Customer desires and Provider agrees that Provider will install an inmate telecommunication system and will provide telecommunications and maintenance services according to the terms and conditions set forth herein and in the attached Schedule(s) and Statement of Work, which are incorporated by reference;

Now therefore, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Applications.** This Agreement specifies the general terms and conditions under which we will provide certain inmate-related services and applications (the "Application(s)") to you. Additional terms and conditions with respect to the Applications will be specified in the schedules entered into by the parties and attached hereto (the "Schedules"). The Schedules are incorporated into this Agreement and are subject to the terms and conditions of this Agreement. In the event of any conflict between this Agreement and a Schedule, the terms of the Schedule will govern. In the event of any conflict between any two Schedules for a particular Application, the latest in time will govern.
2. **Use of Applications.** You grant us the exclusive right and license to install, maintain, and derive revenue from the Applications through our inmate systems (including, without limitation, the related hardware and software) (the "System") located in and around the inmate confinement facility or facilities identified in the Schedule (the "Facility" or "Facilities"). You are responsible for the manner in which you and your respective users use the Applications. Unless expressly permitted by a Schedule or separate written agreement with us, you will not resell the Applications or provide access to the Applications (other than as expressly provided in a particular Schedule), directly or indirectly, to third parties. During the term of this Agreement and subject to the remaining terms and conditions of this Agreement, Provider will be the sole and exclusive provider of existing and any future inmate-related communications, whether fixed, mobile or otherwise, including but not limited to voice, video, and data (e.g., phone calls, video calls, messaging, prepaid calling cards, debit calling, and e-mail) and inmate software applications (e.g., automated grievance filing system, law library, etc.) at all existing and future correctional facilities under the authority of Customer and in lieu of any other third party providing such inmate communications, including without limitation, Customer's employees, agents, or subcontractors.
3. **Compensation.** Compensation for each Application, if any, and the applicable payment addresses are as stated in the Schedules.
4. **Term.** The initial term of this Agreement (the "Initial Term") will begin on the Effective Date and will end on the date that is 60 months thereafter. Unless one party delivers to the other written notice of non-renewal at least 90 days before the end of the then current term, this Agreement will automatically renew for up to four successive periods of 12 months each. Notwithstanding anything to the contrary, the terms and conditions of this Agreement will continue to apply to each Schedule for so long as we continue to provide the Application to you after the expiration or earlier termination of this Agreement.
5. **Service Level Agreement and Limited Remedy.** We are committed to providing you with reliable, high quality Applications, and we offer certain assurances about the quality of our Applications (the "Service Level Agreement"). The Service Level Agreement for each Application is as set forth in the applicable Schedule. **THE SERVICE LEVEL AGREEMENT SETS FORTH THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OR DEFECT OF AN APPLICATION. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND NON-INFRINGEMENT.**
6. **Software License.** We grant you a personal, non-exclusive, non-transferable license (without the right to sublicense) to access and use certain proprietary computer software products and materials in connection with the

**DRAFT**

Applications (the "Software"). In connection therewith, Customer represents that (i) it will be responsible for distributing and assigning licenses to its end users, and (ii) it will monitor and ensure that its licensed end users comply with all Provider Use Terms and Conditions and as directed herein. The Software includes any upgrades, modifications, updates, and additions to existing features that we implement in our discretion (the "Updates"). Updates do not include additional features and significant enhancements to existing features. You are the license holder of any third-party software products we obtain on your behalf. You authorize us to provide or preinstall the third-party software and agree that we may agree to the third-party End User License Agreements on your behalf. Your rights to use any third-party software product that we provide will be limited by the terms of the underlying license that we obtained for such product. The Software is to be used solely for your internal business purposes in connection with the Applications at the Facilities. You will not (i) permit any parent, subsidiary, affiliated entity, or third party to use the Software, (ii) assign, sublicense, lease, encumber, or otherwise transfer or attempt to transfer the Software or any portion thereof, (iii) process or permit to be processed any data of any other party with the Software, (iv) alter, maintain, enhance, disassemble, decompile, reverse engineer or otherwise modify the Software or allow any third party to do so, (v) connect the Software to any products that we did not furnish or approve in writing, or (vi) ship, transfer, or export the Software into any country, or use the Software in any manner prohibited by the export laws of the United States. We are not liable with regard to any Software that you use in a prohibited manner.

7. Ownership and Use. The System, the Applications, and related records, data, and information (excepting recorded communications and, if applicable, e-mails, for which you retain ownership) will at all times remain our sole and exclusive property unless prohibited by law, in which event, we will have the unlimited right to use such records, data, and information for investigative and law enforcement purposes. During the term of this Agreement and for a reasonable period of time thereafter, we will provide you with reasonable access to the records. We (or our licensors, if any) have and will retain all right, title, interest, and ownership in and to (i) the Software and any copies, custom versions, modifications, or updates of the Software, (ii) all related documentation, and (iii) any trade secrets, know-how, methodologies, and processes related to our Applications, the System, and our other products and services (the "Materials"). The Materials constitute proprietary information and trade secrets of Provider and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent.

8. Legality/Limited License Agreement. For services related to Applications which may allow you to monitor and record inmate or other administrative telephone calls, or transmit or receive inmate electronic messages ("e-mail"); by providing the Application, we make no representation or warranty as to the legality of recording or monitoring inmate or administrative telephone calls or transmitting or receiving inmate e-mail messages. Further, you retain custody and ownership of all recordings, and inmate e-mail messages; however you grant us a perpetual limited license to compile, store, and access recordings or inmate calls and access inmate e-mail messages for purposes of (i) complying with the requests of officials at the Facility, (ii) disclosing information to requesting law enforcement and correctional officials as they may require for investigative, penological or public safety purposes, (iii) performing billing and collection functions, or (iv) maintaining equipment and quality control purposes. This license does not apply to recordings of inmate calls or e-mail messages with their attorneys or to recordings or e-mail messages protected from disclosure by other applicable privileges.

9. Private Number Designation. We will provide you with the ability to designate certain numbers (for example, attorney or clergy numbers) as "Private" within our Secure Call Platform. Calls to numbers designated as Private will not be recorded by us. Although we will maintain your Private list within our Secure Call Platform, you acknowledge and agree that you will have the sole discretion, authority, and responsibility for designating numbers as Private, and that we have no discretion, authority, or responsibility for making such designations, unless done so at your instruction. Further, to the fullest extent allowed by applicable law, you and/or your employees, agents, or contractors agree to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) arising out of the recording or monitoring of calls to numbers that should have been, but were not, designated by you as Private.

10. Confidentiality and Non-Disclosure. The System, Applications, and related call records and information (the "Confidential Information") will at all times remain confidential to Provider. Customer understands and acknowledges that Provider, as a common carrier, is required by Section 222 of the Communications Act of 1934, as amended, 47 U.S.C. Section 222, to maintain the confidentiality of "Customer Proprietary Network Information", or "CPNI", which protects from disclosure consumers' sensitive personal information (including phone numbers called by a consumer; the frequency, duration, and timing of such calls; and any services purchased by the consumer). Customer understands and acknowledges that such Confidential Information may be exempt from public disclosure and you agree that you will not disclose such Confidential Information to any third party without our prior written consent. Because you will be able to access confidential information of third parties that is protected by certain federal and

state privacy laws through the Software and Applications, you will only access the Software with computer systems that have effective firewall and anti-virus protection. Moreover, you acknowledge that the contents of this contract constitute proprietary trade secrets and represent that you have not disclosed the terms and conditions of this Agreement to anyone outside of your organization save your legal representative. You warrant that you will keep the terms and conditions of this Agreement confidential and, unless required by court order or statute, will not disclose such information without Provider's express written consent (except that you may disclose the contents of this Agreement to your attorney or tax advisor, if any, but only after informing those persons that they must keep confidential the information contained herein). Before complying with any such court order or statute, you agree to notify Provider so that it may assert any rights to non-disclosure that it may have under the applicable law.

11. Claims. To the fullest extent allowed by applicable law, each party by itself and/or its employees, agents, or contractors agrees to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) (collectively "Claims") arising out of (i) a breach of its own representations, warranties, and/or covenants contained herein, or (ii) gross negligence or willful misconduct, or (iii) actual or alleged intellectual property infringement.

Furthermore, the parties understand and agree that each one is subject to federal, state, and local laws and regulations, and each party bears the burden of its own compliance. Provider agrees to install and implement the Inmate Telephone System according to the law governing Provider, the instruction it receives from Customer as to Customer's requirements under the law, and the Facility's demographics. Customer agrees to indemnify Provider against any and all Claims arising out of or related to instruction Provider receives from Customer.

12. Insurance. We maintain comprehensive general liability insurance having limits of not less than \$2,000,000.00 in the aggregate. You agree to provide us with reasonable and timely written notice of any claim, demand, or cause of action made or brought against you arising out of or related to the utilization of the Applications and the System in which the Provider is brought in as a co-defendant in the Claim. We have the right to defend any such claim, demand, or cause of action at our sole cost and expense and within our sole and exclusive discretion. You agree not to compromise or settle any claim or cause of action arising out of or related to the use of the Applications or System without our prior written consent, and you are required to assist us with our defense of any such claim, demand, or cause of action.

13. Default and Termination. If either party defaults in the performance of any obligation under this Agreement, the non-defaulting party will give the defaulting party written notice of its default setting forth with specificity the nature of the default. If the defaulting party fails to cure its default within 30 days after receipt of the notice of default, the non-defaulting party will have the right to terminate this Agreement upon 30 days' written notice and to pursue all other remedies available to the non-defaulting party, either at law or in equity. Notwithstanding the foregoing, the 30 day cure period will be extended to 90 days if the default is not reasonably susceptible to cure within such 30 day period, but only if the defaulting party has begun to cure the default during the 30 day period and diligently pursues the cure of such default. Notwithstanding the foregoing, if Customer breaches its obligations in the section entitled "Software License" or the section entitled "Confidentiality", Provider will have the right to terminate this Agreement immediately.

14. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY WILL HAVE ANY LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR INCOME, LOST OR CORRUPTED DATA, OR LOSS OF USE OR OTHER BENEFITS, HOWSOEVER CAUSED AND EVEN IF DUE TO THE PARTY'S NEGLIGENCE, BREACH OF CONTRACT, OR OTHER FAULT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY TO YOU RELATING TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT WE PAID YOU DURING THE 12 MONTH PERIOD BEFORE THE DATE THE CLAIM AROSE.

15. Uncontrollable Circumstance. We reserve the right to renegotiate or terminate this Agreement upon 60 days' advance written notice if circumstances outside our control related to the Facilities (including, without limitation, changes in rates, regulations, or operations mandated by law; material reduction in inmate population or capacity; material changes in jail policy or economic conditions; actions you take for security reasons (e.g., Lockdowns); or acts of God) negatively impact our business; however, we will not unreasonably exercise such right. Further, Customer acknowledges that Provider's provision of the services is subject to certain federal, state, or local regulatory requirements and restrictions that are subject to change from time-to-time and that nothing contained herein to the contrary will restrict Provider from taking any steps necessary to perform in compliance therewith.

16. Injunctive Relief. Both parties agree that a breach of any of the obligations set forth in the sections entitled "Software License," "Ownership and Use," and "Confidentiality" would irreparably damage and create undue hardships

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for the other party. Therefore, the non-breaching party will be entitled to immediate court ordered injunctive relief to stop any apparent breach of such sections, such remedy being in addition to any other remedies available to such non-breaching party.

17. Force Majeure. Either party may be excused from performance under this Agreement to the extent that performance is prevented by any act of God, war, civil disturbance, terrorism, strikes, supply or market, failure of a third party's performance, failure, fluctuation or non-availability of electrical power, heat, light, air conditioning or telecommunications equipment, other equipment failure or similar event beyond its reasonable control; provided, however that the affected party will use reasonable efforts to remove such causes of non-performance.

18. Notices. Any notice or demand made by either party under the terms of this Agreement or under any statute will be in writing and will be given by personal delivery; registered or certified U.S. mail, postage prepaid; or commercial courier delivery service, to the address below the party's signature below, or to such other address as a party may designate by written notice in compliance with this section. Notices will be deemed delivered as follows: personal delivery – upon receipt; U.S. mail – 5 days after deposit; and courier – when delivered as shown by courier records.

19. No Third-party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement will not be construed so as to create such status. The rights, duties, and obligations contained herein will operate only between the parties and will inure solely to their benefit. The provisions of this Agreement are intended to assist only the parties in determining and performing their obligations hereunder, and the parties intend and expressly agree that they alone will have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

20. Miscellaneous. This Agreement will be governed by and construed in accordance with the laws of the state where the Facility is located. No waiver by either party of any event of default under this Agreement will operate as a waiver of any subsequent default under the terms of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of the other provisions will remain unaffected. This Agreement will be binding upon and inure to the benefit of Provider and Customer and their respective successors and permitted assigns. Except for assignments to our affiliates or to any entity that succeeds to our business in connection with a merger or acquisition, neither party may assign this Agreement without the prior written consent of the other party. Each signatory to this Agreement warrants and represents that he or she has the unrestricted right and requisite authority to enter into and execute this Agreement, to bind his or her respective party, and to authorize the installation and operation of the System. Provider and Customer each will comply, at its own expense, with all applicable laws and regulations in the performance of their respective obligations under this Agreement and otherwise in their operations. If any legal action or other proceeding is brought for the enforcement of this or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover from the non-prevailing party, reasonable attorneys' fees, court costs, and all expenses, even if not taxable as court costs (including, without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled. As used herein, "prevailing party" includes without limitation, a party who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action. Nothing in this Agreement will be deemed or construed by the parties or any other entity to create an agency, partnership, or joint venture between Customer and Provider. This Agreement cannot be modified orally and can be modified only by a written instrument signed by all parties. The parties' rights and obligations, which by their nature would extend beyond the termination, cancellation, or expiration of this Agreement, will survive such termination, cancellation, or expiration (including, without limitation, any payment obligations for services or equipment received before such termination, cancellation, or expiration). This Agreement may be executed in counterparts, each of which will be fully effective as an original, and all of which together will constitute one and the same instrument. Each party agrees that delivery of an executed copy of this Agreement by facsimile transmission or by PDF e-mail attachment will have the same force and effect as hand delivery with original signatures. Each party may use facsimile or PDF signatures as evidence of the execution and delivery of this Agreement to the same extent that original signatures can be used. This Agreement, together with the exhibits and Schedules, constitutes the entire agreement of the parties regarding the subject matter set forth herein and supersedes any prior or contemporaneous oral or written agreements or guarantees regarding the subject matter set forth herein.

EXECUTED as of the Effective Date.

<b>CUSTOMER:</b> Carter County Jail  By: _____ Name: _____ Title: _____ Date: _____  <u>Customer's Notice Address:</u> 900 East Elk Avenue Elizabethton, TN 37643	<b>PROVIDER:</b> Securus Technologies, Inc.  By: _____ Name: Robert E. Pickens Title: President and Chief Executive Officer Date: _____  <u>Provider's Notice Address:</u> 4000 International Parkway Carrollton, Texas 75007 Attention: General Counsel Phone: (972) 277-0300  <u>Provider's Payment Address:</u> 4000 International Parkway Carrollton, Texas 75007 Attention: Accounts Receivable
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Please return signed contract to:  
4000 International Parkway  
Carrollton, Texas 75007  
Attention: Contracts Administrator  
Phone: (972) 277-0300

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**SECURUS**  
Technologies  
*connecting what matters™*

**Schedule**  
**CARTER COUNTY JAIL (TN)**  
**A004415**

This Schedule is between Securus Technologies, Inc. ("we" or "Provider"), and Carter County Jail ("you" or "Customer") and is part of and governed by the Master Services Agreement (the "Agreement") executed by the parties. The terms and conditions of the Agreement are incorporated herein by reference. This Schedule will be coterminous with the Agreement ("Schedule Effective Date").

A. Applications. We will provide the following Applications:

**CALL MANAGEMENT SYSTEM**

**DESCRIPTION:**

Secure Call Platform: Secure Call Platform ("SCP") provides through its centralized system automatic placement of calls by inmates without the need for conventional live operator services. In addition, SCP has the ability to do the following: (a) monitor and record inmate calls, (b) prevent monitoring and recording of private calls (i.e., attorney client calls, clergy calls, or other calls as approved and implemented by you); private number settings allow you to mark these calls not to be monitored or recorded, and you are solely responsible for identifying, approving and disabling requests for private treatment; (c) automatically limit the duration of each call to a certain period designated by us, (d) maintain call detail records in accordance with our standard practices, (e) automatically shut the System on or off, and (f) allow free calls to the extent required by applicable law. We will be responsible for all billing and collections of inmate calling charges but may contract with third parties to perform such functions. SCP will be provided at the Facilities specified in the chart below.

SCP provides the ability to store call recordings in secure, redundant environment. We will store call recordings for a period of 60 months from the date of recording, after which they will be permanently deleted. SCP also provides you with the ability to download and store call recordings. You are solely responsible for preserving any call recordings beyond the storage period by downloading them to a separate storage medium.

SCP also includes the ability to integrate inmate Debit accounts. A Debit account is a prepaid, inmate-owned account used to pay for certain of Provider's services. A Debit account is funded by transfer of inmate's facility trust/commissary account funds to inmate's Debit account. Provider will also allow inmate friends and family members to fund an inmate's Debit account via multiple points-of-sale. Funds deposited by friends and family members into an inmate's Debit account become property of the inmate. Provider establishes inmate Debit accounts which are associated with the inmate's Personal Identification Number ("PIN"). If implemented, Customer agrees to have the Debit module of Provider's SCP Call Management System enabled for the Facilities to offer a Debit account to inmates. If implemented, Customer also agrees to use Provider's SCP User Interface or utilize integration with Customer's trust account system to process inmate's fund transfer requests. Notwithstanding, Provider will not be responsible for any delays due to (i) Customer's failure to perform any of its obligations for the project; (ii) any of Customer's vendors' failure to perform any of its obligations for the project; or (iii) circumstances outside of Provider's control.

**INVOICING AND COMPENSATION:**

Collect and Inmate Debit Calls. We will pay you commission (the "Commission") based on the Gross Revenues that we earn through the completion of collect and inmate Debit calls placed from the Facilities as specified in the chart below. "Gross Revenues" means all gross billed revenues relating to completed collect and inmate Debit calls generated by and through the Inmate Telecommunications System. Regulatory required and other items such as federal, state and local charges, taxes and fees, including transaction funding fees, transaction fees, credits, billing recovery fees, charges billed by non-LEC third parties, and promotional programs are excluded from revenue to the Provider. For inmate Debit calls, Provider reserves the right to deduct call credits from Gross Revenue. We will remit the Commission for a calendar month to you on or before the 30th day after the end of the calendar month in which the calls were made (the "Payment Date"). All Commission payments will be final and binding upon you unless we receive written objection

within 60 days after the Payment Date. Your payment address is as set forth in the chart below. You will notify us in writing at least 60 days before a Payment Date of any change in your payment address.

Customer acknowledges and agrees that we are paying the Commission for the exclusive right to provide inmate telephone services to inmates in Customer's Facility(s), and that any taxes assessed on Commission payments are the sole responsibility of Customer.

In addition, Provider will invoice Customer on a weekly basis for all funding amounts transferred from inmates' facility trust/commissary accounts to Inmate Debit accounts. The invoice will be due and payable upon receipt.

**Technology Grant.** On the first day of the month following this Schedule Effective Date, and then annually thereafter during the Term of the Agreement, we will provide you with a fund in the amount of \$50,000 from which you may draw to pay for technology services or equipment purchased by you from third-party vendors. The fund will be furnished and may be used for purchases made during the Term. Any amount remaining in the fund at the expiration of the Term or earlier termination of this Agreement are forfeited and will no longer be available. All Technology Grant payments will be final and binding upon you unless we receive written objection within 60 days after the payment has been made to the fund.

**Tennessee Training Fund.** Where permitted by law, when calculating commissions owed, \$0.10 per call will be deducted from the call charge for all intrastate calls. Further, the first minute call charge will be increased by \$0.10 per call for all intrastate calls.

**FACILITIES AND RELATED SPECIFICATIONS:**

Facility Name and Address	Type of Call Management Service	Commission Percentage	Revenue Base for Calculation of Commission	Commission Payment Address
Carter County Jail 900 East Elk Ave. Elizabethton, TN 37643	SCP	28%*	Gross Revenues	-SAME-

\*Commissions are paid in one-month arrears and are not subject to retroactive payments or adjustments for failure to provide timely notice of address changes. The Commission will be paid on both interstate and intrastate calls.

**CENTRALIZED NET CENTRIC, VOIP, DIGITAL TRANSMITTED CALL MANAGEMENT SYSTEM**

**DESCRIPTION:**

**Secure Calling Platform User Interface.** We will provide you with the Software regarding the Secure Calling Platform Interface ("S-Gate User Interface") which may be used only on computers and other equipment that meets or exceeds the specifications in the chart below, which we may amend from time to time ("Compatible Equipment"). Customer represents that (i) it will be responsible for distributing and assigning licenses to its end users; (ii) it will use the SCP User Interface for lawful purposes and will not transmit, retransmit, or store material in violation of any federal or state laws or regulation; and (iii) it will monitor and ensure that its licensed end users comply with all Provider Use Terms and Conditions and as directed herein.

WORKSTATION REQUIREMENTS	
Processor	2 gigahertz (GHz) or higher processor
Operating System	Windows XP*, Windows Vista, Windows 7
Browser	Internet Explorer 8, 9 or 10 (newer versions are not supported)
Memory	At least 1 gigabyte (GB) of RAM (2GB recommended) - use of Windows 7 may require additional memory
Drive	CD-RW or DVD-RW drive
Display	Super VGA (1,024 x 768) or higher resolution video adapter
Peripherals	Keyboard and Microsoft Mouse or compatible pointing device

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Internet	High speed internet access (dial up is not supported)
Installed Software	Microsoft Silverlight 4.0 or newer, Microsoft .NET Framework 4, Adobe Reader 9.5 or newer, Microsoft Office Excel Viewer, Quick Time 7 or newer, Windows Media Player, Antivirus, WinZip or other zip utility

\*XP Media center edition not supported

**SERVICE LEVEL AGREEMENT**

We agree to repair and maintain the System in good operating condition (ordinary wear and tear excepted), including, without limitation, furnishing all parts and labor. All such maintenance will be conducted in accordance with the service levels in Items 1 through 10 below. All such maintenance will be provided at our sole cost and expense unless necessitated by any misuse of, or destruction, damage, or vandalism to any premises equipment by you (not inmates at the Facilities), in which case, we may recoup the cost of such repair and maintenance through either a Commission deduction or direct invoicing, at our option. You agree to promptly notify us in writing after discovering any misuse of or destruction, damage, or vandalism to the equipment. If any portion of the System is interfaced with other devices or software owned or used by you or a third party, we will have no obligation to repair or maintain such other devices or software. This SERVICE LEVEL AGREEMENT does not apply to any provided Openworkstation(s) (see below). For the services contemplated hereunder, we may provide, based upon the Facility's requirements, two types of workstations (personal computer/desktop/laptop/terminal): The "Openworkstation" is an open non-secured workstation which permits administrative user rights for Facility personnel and allows the Facility to add additional third-party software. Ownership of the Openworkstation is transferred to the Facility along with a three-year product support plan with the hardware provider. We have no obligation to provide any technical and field support services for an Openworkstation. CUSTOMER IS SOLELY RESPONSIBLE FOR THE MAINTENANCE OF ANY OPENWORKSTATION(S)."

- 1. Outage Report: Technical Support.** If either of the following occurs: (a) you experience a System outage or malfunction or (b) the System requires maintenance (each a "System Event"), then you will promptly report the System Event to our Technical Support Department ("Technical Support"). You may contact Technical Support 24 hours a day, seven days a week (except in the event of planned or emergency outages) by telephone at 866-558-2323, by email at TechnicalSupport@securustech.net, or by facsimile at 800-368-3168. We will provide you commercially reasonable notice, when practical, before any Technical Support outage.

- 2. Priority Classifications.** Upon receipt of your report of a System Event, Technical Support will classify the System Event as one of the following three priority levels:

"Priority 1"	30% or more of the functionality of the System is adversely affected by the System Event.
"Priority 2"	5% - 29% of the functionality of the System is adversely affected by the System Event.
"Priority 3"	Less than 5% of the functionality of the System is adversely affected by the System Event. Single and multiple phones related issues.

- 3. Response Times.** After receipt of notice of the System Event, we will respond to the System Event within the following time periods:

Priority 1	2 hours
Priority 2	24 hours
Priority 3	72 hours

- 4. Response Process.** In the event of a System Event, where the equipment is located on Customer premises, Technical Support will either initiate remote diagnosis and correction of the System Event or dispatch a field technician to the Facility (in which case the applicable regional dispatcher will contact you with the technician's estimated time of arrival), as necessary. In the event a System Event occurs in the centralized SCP system, technical support will initiate remote diagnosis and correction of the System Event.

- 5. Performance of Service.** All of our repair and maintenance of the System will be done in a good and workmanlike manner at no cost to you except as may be otherwise set forth in the Agreement. Any requested modification or

upgrade to the System that is agreed upon by you and us may be subject to a charge as set forth in the Agreement and will be implemented within the time period agreed by the parties.

6. **Escalation Contacts.** Your account will be monitored by the applicable Territory Manager and Regional Service Manager. In addition, you may use the following escalation list if our response time exceeds 36 hours: first to the Technical Support Manager or Regional Service Manager, as applicable, then to the Director of Field Services, then to the Executive Director, Service.
7. **Notice of Resolution.** After receiving internal notification that a Priority 1 System Event has been resolved, a technician will contact you to confirm resolution. For a Priority 2 or 3 System Event, a member of our customer satisfaction team will confirm resolution.
8. **Monitoring.** We will monitor our back office and validation systems 24 hours a day, seven days a week.
9. **Required IGR.** You are responsible for providing a dedicated isolated grounded receptacle ("IGR") for use in connection with the primary System. Upon request we will provide you with the specifications for the IGR. If you are unable to or do not provide the IGR, we will provide the IGR on a time and materials basis at the installer's then-current billing rates, provided that we are not responsible for any delay caused by your failure to provide the IGR.
10. **End-User Billing Services and Customer Care.** Our Securus Correctional Billing Services department will maintain dedicated customer service representatives to handle end-user issues such as call blocking or unblocking and setting up end-user payment accounts. The customer service representatives will be available 24 hours a day, 7 days a week by telephone at 800-844-6591, via chat by visiting our website [www.securustech.net](http://www.securustech.net), and by facsimile at 972-277-0714. In addition, we will maintain an automated inquiry system on a toll-free customer service phone line that will be available to end-users 24 hours a day, 7 days a week to provide basic information and handle most routine activities. We will also accept payments from end-users by credit card, check, and cash deposit (such as by money order, MoneyGram or Western Union transfer).

#### **ADVANCECONNECT SINGLE CALL™**

##### **DESCRIPTION**

Securus AdvanceConnect™ payment product allows family members and friends to pre-pay for calls originating from inmates in correctional facilities. AdvanceConnect™ gives consumers the choice to pre-pay for multiple calls or for a single call just before connection using the AdvanceConnect Single Call™ feature. AdvanceConnect Single Call™ allows friends and family to fund the minimum to complete the current inbound call.

##### **COMPENSATION**

AdvanceConnect Single Call™ transactions are rated at the FCC-regulated fee (currently \$3 for automated transactions) plus the applicable per-minute rate and any applicable federal, state, and local taxes. AdvanceConnect Single Call™ is commissioned like an AdvanceConnect™ call that does not use this feature.

#### **PREPAID CALLING CARDS**

**PREPAID CALLING CARD SERVICES.** Customer hereby requests that all Prepaid Calling Cards will be sold by Tennessee Business Enterprises 284 to the inmates and detainees at the Facility.

**COMPENSATION.** Customer understands and agrees Provider is neither responsible nor liable for any fees or other compensation agreed upon between Customer and its commissary operator, and Provider will not interfere with any compensation agreement entered into between Customer and its commissary operator.

**VALIDATION.** Each Prepaid Calling Card will be valid for no more than six months from the date it is first used. The Prepaid Calling Cards are not returnable or refundable; all sales are final. The cards are subject to applicable local, state, and federal taxes plus any applicable per call surcharge fee on non-local calls.

**CHANGE IN COMMISSARY OPERATOR.** Customer will notify Provider *in writing* of any change in the identity of the commissary operator, or if Customer wishes to resume the purchase and resale of Prepaid Calling Cards, which change will be effective on the date that Provider receives the notice.

#### **THREADS™**

##### **DESCRIPTION:**

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The THREADS™ application allows authorized law enforcement users to analyze corrections and communications data from multiple sources to generate targeted investigative leads. THREADS™ has three main components: data analysis, data review, and data import. In addition, THREADS™ offers an optional "community" feature, which allows member correctional facilities to access and analyze corrections communications data from other correctional facilities within the community and data imported by other community members. Customer's use of THREADS™ is governed by and conditioned upon the terms set forth herein.

COMPENSATION:

The cost of THREADS™ was considered and included in offering the Commission percentage and other terms contained herein.

COMMUNITY FEATURE:

Customer has elected to opt in to the community feature. The community feature allows authorized users access to analyze communications data generated from other corrections facilities within the community, as well as any data imported or added by other authorized community members. Customer acknowledges and understands that data from its facility or facilities will be made available to the community for analysis and review.

THREADS™ TERMS OF USE:

I. Customer will comply with all privacy, consumer protection, marketing, and data security laws and government guidelines applicable to Customer's access to and use of information obtained in connection with or through the THREADS™ application. Customer acknowledges and understands that the Customer is solely responsible for its compliance with such laws and that Provider makes no representation or warranty as to the legality of the use of the THREADS™ application or the information obtained in connection therewith. Provider will have no obligation, responsibility, or liability for Customer's compliance with any and all laws, regulations, policies, rules or other requirements applicable to Customer by virtue of its use of the THREADS™ application.

II. Customer acknowledges that the information available through the THREADS™ application includes personally identifiable information and that it is Customer's obligation to keep all such accessed information secure. Accordingly, Customer will (a) restrict access to THREADS™ to those law enforcement personnel who have a need to know as part of their official duties; (b) ensure that its employees (i) obtain and/or use information from the THREADS™ application only for lawful purposes and (ii) transmit or disclose any such information only as permitted or required by law; (c) keep all user identification numbers confidential and prohibit the sharing of user identification numbers; (d) use commercially reasonable efforts to monitor and prevent against unauthorized access to or use of the THREADS™ application and any information derived therefrom (whether in electronic form or hard copy); (e) notify Provider promptly of any such unauthorized access or use that Customer discovers or otherwise becomes aware of; and (f) unless required by law, purge all information obtained through the THREADS™ application and stored electronically or on hard copy by Customer within ninety (90) days of initial receipt or upon expiration of retention period required by law.

III. Customer understands and acknowledges that all information used and obtained in connection with the THREADS™ application is "AS IS." Customer further understands and acknowledges that THREADS™ uses data from third-party sources, which may or may not be thorough and/or accurate, and that Customer will not rely on Provider for the accuracy or completeness of information obtained through the THREADS™ application. Customer understands and acknowledges that Customer may be restricted from accessing certain aspects of the THREADS™ application which may be otherwise available. Provider reserves the right to modify, enhance, or discontinue any of the features that are currently part of the THREADS™ application. Moreover, if Provider determines in its sole discretion that the THREADS™ application and/or Customer's use thereof (1) violates the terms and conditions set forth herein and/or in the Agreement or (2) violates any law or regulation or (3) is reasonably likely to be so determined, Provider may, upon written notice, immediately terminate Customer's access to the THREADS™ application and will have no further liability or responsibility to Customer with respect thereto.

IV. Provider will have no liability to Customer (or to any person to whom Customer may have provided data from the THREADS™ application) for any loss or injury arising out of or in connection with the THREADS™ application or Customer's use thereof. If, notwithstanding the foregoing, liability can be imposed on Provider, Customer agrees that Provider's aggregate liability for any and all losses or injuries arising out of any act or omission of Provider in connection with the THREADS™ application, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, will never exceed \$100.00. Customer covenants and

promises that it will not seek to recover from Provider an amount greater than such sum even if Customer was advised of the possibility of such damages. PROVIDER DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE THREADS™ APPLICATION. PROVIDER DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE THREADS™ APPLICATION OR INFORMATION OBTAINED IN CONNECTION THEREWITH. IN NO EVENT WILL PROVIDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER FROM RECEIPT OR USE OF INFORMATION OBTAINED IN CONNECTION WITH THE THREADS™ APPLICATION OR THE UNAVAILABILITY THEREOF.

V. Customer hereby agrees to protect, indemnify, defend, and hold harmless Provider from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in any way related to Customer's use of the THREADS™ application or information obtained in connection therewith.

#### INVESTIGATOR PRO™

##### DESCRIPTION:

Investigator Pro™ is a telephone safety, security, and investigative feature of SCP. Investigator Pro™ uses continuous voice identification technology to determine what inmate(s) are speaking on the call, detect certain three-way call violations, and help investigators find correlations between calls that might otherwise go undetected. Inmates must participate in a supervised voice model enrollment process. This inmate voice model enrollment process will be the responsibility of Customer. Customer's use of Investigator Pro™ is governed by the JLG Technologies, LLC End User Software License Agreement located at <https://securustechnologies.tech/pro-terms-and-conditions/>, which is incorporated herein by reference.

##### COMPENSATION:

The cost of Investigator Pro™ was considered and included in offering the Commission percentage and other terms contained herein.

#### OUTBOUND VOICEMAIL

##### DESCRIPTION:

Outbound Voicemail allows friends and family (F&F) to retrieve voicemails left by inmates. If an inmate attempts to call F&F but the call goes unanswered, the inmate is given the option to leave a voicemail. If the inmate leaves a voicemail, a text message containing a link will be sent to the dialed number. Once the F&F clicks the link, they will be sent to a web form to pay and listen to the voicemail.

##### COMPENSATION:

Outbound Voicemail is priced at the applicable AdvanceConnect calling rates, based on the actual duration of the call, plus any applicable taxes and a \$3.00 transaction fee.

Outbound Voicemail will be commissioned in the same manner as a comparable AdvanceConnect call, and the commission will be based on your current contracted commission rate for a typical AdvanceConnect call. Once Outbound Voicemail is deployed, facilities will be commissioned on the usage portion on purchased voicemails only.

#### GUARDED EXCHANGE™ CALL MONITORING

##### DESCRIPTION:

Provider, through its subsidiary Guarded Exchange™, will provide an Offender Call Monitoring System ("GEX System") which includes call monitoring services of inmate calls originating from the Facility(s) that is designed to identify:

- Suspicious or suggestive key words or phrases;
- Phrases that suggest threats to security of the Facility(s) and Facility personnel; and
- Criminal activity in and outside of the Facility(s);

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SERVICE LEVEL:

The GEX System will monitor 5% of inmate calls originating from the Facility(s), including specific calls that match criteria provided by Customer (Targeted Requests). Guarded Exchange™ will provide monthly reports to Customer that detail the number of calls monitored and a breakdown of threat levels identified by Guarded Exchange™.

TERMS & CONDITIONS:

Customer agrees and acknowledges that it will use information received from the GEX System only for legitimate law enforcement, investigatory, and penological purposes.

Customer will comply with all privacy, consumer protection, marketing, and data security laws and government guidelines applicable to its access to and use of information obtained in connection with or through the GEX System. Customer acknowledges and understands that Customer is solely responsible for its compliance with such laws and that neither Provider nor Guarded Exchange™ make any representation or warranty as to the legality of the use of the GEX System or the information obtained in connection therewith. Neither Provider nor Guarded Exchange™ will have any obligation, responsibility, or liability for Customer's compliance with any and all laws, regulations, policies, rules or other requirements applicable to Customer by virtue of its use of the GEX System.

Customer acknowledges that the information available through the GEX System includes personally identifiable information and that it is Customer's obligation to keep all such accessed information secure. Accordingly, Customer will (1) restrict access to the GEX System to those law enforcement personnel who have a need to know as part of their official duties; (2) ensure that its employees (i) obtain and/or use information from the System only for lawful purposes and (ii) transmit or disclose any such information only as permitted or required by law; (3) keep all user identification numbers confidential and prohibit the sharing of user identification numbers; (4) use commercially reasonable efforts to monitor and prevent against unauthorized access to or use of the GEX System and any information derived therefrom (whether in electronic form or hard copy); (5) notify Provider and Guarded Exchange™ promptly of any such unauthorized access or use that Customer discovers or otherwise becomes aware of; and (6) unless required by law, purge all information obtained through the GEX System and stored electronically or on hard copy by Customer within 90 days of initial receipt or upon expiration of retention period required by law.

Customer understands and acknowledges that all information used and obtained in connection with the GEX System is "AS IS." If Provider or Guarded Exchange™ determine in either's sole discretion that the GEX System and/or Customer's use thereof (1) violates the terms and conditions set forth herein or (2) violates any law or regulation or (3) is reasonably likely to be so determined, either Provider or Guarded Exchange™ may, upon written notice, immediately terminate Customer's access to the GEX System and will have no further liability or responsibility to Customer with respect thereto. Customer further acknowledges and agrees that the GEX System is not infallible, and that neither Provider nor Guarded Exchange™ make any representations or warranties regarding the GEX System's ability to identify suspicious or suggestive key words or phrases, phrases that suggest threats to security, or phrases that indicated criminal activity in and outside of the Facility(s).

Neither Provider nor Guarded Exchange™ will have any liability to Customer for any loss or injury arising out of or in connection with the GEX System or Customer's use thereof. If, notwithstanding the foregoing, liability can be imposed on Provider or Guarded Exchange™, Customer agrees that Provider and Guarded Exchange's™ aggregate liability for any and all losses or injuries arising out of any act or omission of Provider or Guarded Exchange™ in connection with the GEX System, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, will never exceed \$100.00. Customer covenants and promises that it will not seek to recover from Provider or Guarded Exchange™ an amount greater than such sum even if Customer was advised of the possibility of such damages. NEITHER PROVIDER NOR GUARDED EXCHANGE™ MAKE AND DO HEREBY DISCLAIM ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE GEX SYSTEM. NEITHER PROVIDER NOR GUARDED EXCHANGE™ GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE GEX SYSTEM.

IN NO EVENT WILL PROVIDER OR GUARDED EXCHANGE™ BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER OR INMATE FROM RECEIPT OR USE OF THE GEX SYSTEM OR THE INFORMATION DERIVED THEREFROM, OR THE UNAVAILABILITY THEREOF. CUSTOMER HEREBY AGREES TO PROTECT, INDEMNIFY, DEFEND, AND HOLD HARMLESS PROVIDER AND GUARDED EXCHANGE™ FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, DEMANDS, DAMAGES, LOSSES, AND LIABILITIES (INCLUDING ATTORNEYS' FEES

AND COSTS) ARISING FROM OR IN ANY WAY RELATED TO CUSTOMER'S USE OF THE GEX SYSTEM OR THE INFORMATION DERIVED THEREFROM.

**COMPENSATION:**

The cost of the GEX System was considered and included in offering the Commission percentage and other terms contained herein.

**ICER™**

**DESCRIPTION:**

The ICER™ system provides authorized users the means to detect Intra- and Inter-Facility inmate-to-inmate communications from multiple sources to generate targeted investigative leads.

**AUTOMATED INFORMATION SERVICES**

**DESCRIPTION:**

Provider will provide the Automated Information Services (AIS™) as described herein. Once Facility staff has uploaded all required information, the system is able to automate information such as Commissary Balances (pending MIS system data flow); Charge Information; Court Appearance Dates, Times, Locations; Bond Amounts, Types; Projected Release Dates; and Visitation Eligibility, Times. The application is accessed through a telephone IVR system and provides all information automatically without staff intervention 24/7.

Automated Information Services is configurable to meet the specific needs of Customer's Facility. The standard AIS options include automation of inmate and Facility information to (1) constituents who call Customer's existing main telephone number; and (2) inmates at Customer's Facility using the inmate telephone system. The following options (the "Additional AIS™ Options"), which are required in order to be eligible for the No Cost Option, below, are currently available for AIS:

- ✓ Ability to open or fund a Securus pre-paid telephone account (AdvanceConnect)
- ✓ Ability to fund an inmate phone account (Inmate Debit where available)
- ✓ Ability to supplement inmate deposit services by funding an inmate trust account
- ✓ Ability to leave a voice mail (AIS™ Jail Voicemail)

The AIS™ Jail Voicemail feature is a one-way communication product that allows friends and family members calling a facility to leave a 45-second voicemail for an inmate providing a quick way for friends and family to initiate communication or deliver timely information to an inmate prior to a scheduled phone call or visitation.

Regardless of whether Customer chooses the No Cost Option or Cost Option below, Customer understands and agrees that Provider may, upon future release, expand the AIS™ services offering to include additional constituent notification services or Additional AIS™ Options upon 30 days advance written notice. Provider also offers customized AIS development options based on the terms at <https://www.securustechnologies.com/ais-terms-and-conditions>, which are incorporated herein by reference.

Customer represents and warrants that it is legally authorized to allow Provider to deploy the Automated Information Services (AIS™) as agreed and described herein.

**COMPENSATION:**

**No Cost Option** – For any months during the Term where Customer permits the deployment of the Additional AIS™ Options (currently AdvanceConnect phone funding, Inmate Debit funding (only necessary where available), inmate trust account funding, and jail Voicemail), Provider will provide AIS™ to Customer at no charge.

**Cost Option** – For any months during the Term where Customer does not comply with the conditions in the foregoing paragraph, Customer agrees to pay Provider \$2.00 per ADP per month (ADP 280) for AIS™, which will be payable through a commission deduction. In any given month, in the event commissions earned are less than the cost, customer may be sent an invoice for the remaining amount.

**Integration Fees** – Provider will not charge Integration fees, but if a vendor charges an integration fee, Customer will be responsible for its payment.

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**AIS™ Jail Voicemail** – If deployed, friends and family will pay up to a \$1.99 usage fee for each voicemail they leave, 20% of which Provider will pay to Customer each month. AIS™ Jail Voicemail is not subject to any other compensation.

**FEES PAYABLE BY DEPOSITOR FOR TRUST FUNDING:**

For trust funding transactions through the AIS™ application, the depositor will be charged a base fee per transaction as follows:

<b>Deposit Amount</b>	<b>Fees IPay.com / IPay App</b>	<b>Fees Call Center / AIS IVR</b>
\$0.01 - \$20.00	\$3.95	\$4.95
\$20.01 - \$100.00	\$6.95	\$7.95
\$100.01 - \$200.00	\$8.95	\$9.95
\$200.01 - \$300.00	\$10.95	\$11.95

**EMESSAGING**

**DESCRIPTION:** Securus' eMessaging Application ("eMessaging") allows for two-way electronic communication between friends and family and an inmate. Friends and family purchase eMessaging "stamps," which are used to fund the transmission of an electronic message to an inmate according to the following chart:

<b>Type of Message (When Available)</b>	<b>Number of Stamps</b>	<b>Notes</b>
Text Message	1 stamp per message	
Photo	1 stamp per photo	Limit of 5 photos per eMessage; 3 MB / photo limit
eCard	1 stamp per eCard	Limit of 5 eCards per eMessage
VideoGram	3 stamps per VideoGram	

Different types of messages can also be combined in a single transmission.

The facility can access a web-based portal that enables message review, and can approve and reject a message or attachment based on the facility's policies and criteria. Friends and family must send and receive messages using either the Securus mobile app or their inbox at [www.securustech.net](http://www.securustech.net) and must have a free Securus Online account to access. Approved messages and attachments are accessible by inmates on a ConnectUs-equipped XL or S-Phone unit or a Securus SecureView tablet.

With Customer's agreement, Provider may (a) issue future releases of eMessaging which contain additional features and functionalities; or (b) modify the pricing contained herein.

**COMPENSATION:** Provider will provide eMessaging at no cost to Customer. Friends and family members can purchase a book of stamps in the following quantities:

<b>Number of Stamps in Book</b>	<b>Stamp Book Price (Plus \$3.00 transaction fee and all applicable taxes)</b>
5	\$2.50
10	\$5.00
20	\$10.00
50	\$25.00

Inmates are not currently able to purchase their own stamps; however, if available, Provider may deploy this option in the future with Customer's agreement.

Provider will pay Customer a commission of 20% on each redeemed stamp based on the Stamp Book Price (excluding any applicable taxes/fees/surcharges), which may differ from facility to facility. A stamp is considered "redeemed" when it is used to send an original message to an inmate. Provider will remit the payment for a calendar month to Customer on or before the 30<sup>th</sup> day after end of the calendar month in which the eMessaging stamps were redeemed (the "Payment Date"). All payments will be final and binding unless Provider receives written objection within 60 days after the Payment Date.

E-MESSAGING TERMS OF USE - Customer's use of eMessaging is governed by the terms and conditions at <https://www.securustechnologies.com/emessaging-terms-and-conditions>, which are incorporated herein by reference.

#### VIDEO VISITATION

In addition to the installation, maintenance and services of telecommunications equipment at the Facility(s) pursuant to this Agreement, Provider will deploy a Video Visitation System at the Facility(s) during the Term of the Agreement as more fully set forth in Video Visitation Schedule, attached hereto and incorporated herein by reference.

#### CONNECTUS INMATE SERVICE PLATFORM

Provider will install and provision the Provider's ConnectUs inmate Service Platform, which will be configured with the applications set forth in the Schedule for ConnectUs inmate Service Platform, attached hereto and incorporated herein by reference.

#### SECURUS DIGITAL MAIL CENTER

Provider will install and provision its Securus Digital Mail Center Application at the Facility(s) during the Term of the Agreement as more fully set forth in the Securus Digital Mail Center Schedule, attached hereto and incorporated herein by reference.

#### PAYMENT SERVICES

Provider, through its affiliate Government Payment Service, Inc., ("GovPayNet") will implement and provide certain Payment Services at the Facility(s) during the Term of the Agreement, as more fully set forth in the attached Payment Services Schedule, attached hereto and incorporated herein by reference.

#### CALLING RATES

Provider will charge rates that are in compliance with state and federal regulatory requirements. International rates, if applicable, will vary by country.

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**Exhibit A: Customer Statement of Work  
CARTER COUNTY JAIL (TN)  
A004415**

This **Customer Statement of Work** is made part hereto and governed by the Master Services Agreement (the "Agreement") executed between Securus Technologies, Inc. ("we" or "Provider"), and Carter County Jail ("you" or "Customer"). The terms and conditions of said Agreement are incorporated herein by reference. This Customer Statement of Work will be coterminous with the Agreement.

A. **Applications.** The parties agree that the Applications listed in the Service Schedule or below will be provided and in accordance with the Service Level Agreements as described in the applicable section of the Service Schedule to the Agreement.

B. **Equipment.** We will provide the equipment/Applications in connection with the SCP services needed to support the required number and type of phones and other components. Additional equipment or applications will be installed only upon mutual agreement by the parties, and may incur additional charges.

**EXECUTED as of the Schedule Effective Date.**

<b>CUSTOMER:</b> Carter County Jail  By: _____ Name: _____ Title: _____	<b>PROVIDER:</b> Securus Technologies, Inc.  By: _____ Name: Robert E. Pickens Title: President and Chief Executive Officer
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**Please return signed contract to:**  
4000 International Parkway  
Carrollton, Texas 75007  
Attention: Contracts Administrator  
Phone: (972) 277-0300

**Schedule: SECURUS VIDEO VISITATION  
CARTER COUNTY JAIL (TN)  
A004415**

This Securus Video Visitation Schedule is made part of and governed by the Master Services Agreement (the "Agreement") executed between Securus Technologies, Inc. ("we" or "Provider" or "Securus") and Carter County Jail ("you" or "Customer"). The terms and conditions of the Agreement are incorporated herein by reference. This Schedule will be coterminous with the Agreement ("Schedule Effective Date").

In addition to the Applications otherwise being provided to Customer pursuant to the Agreement, Provider will deploy a Video Visitation System as specified in Attachment 1 at the Facility(s) during the Term of the Agreement.

**TERMS:**

Provider will charge Securus Video Visitation session charges that are in compliance with state and federal regulatory requirements plus applicable taxes/fees/surcharges, and Provider may impose time limitations on Video Visitation sessions at its discretion; provided, however, that Provider reserves the right, at its sole option, to (i) offer promotional pricing, (ii) offer monthly flat rate subscription services, which would allow for unlimited monthly remote visits (certain restrictions may apply), and (iii) to extend the duration of visitation sessions. Notwithstanding the foregoing, all charges described in the foregoing sentence will be determined with input from Customer. If Customer wishes to offer free sessions for any reason other than as allowed pursuant to the Agreement, a session charge equal to the then-current session rate, plus applicable taxes/fees/surcharges, will apply and will be invoiced to Customer. As used herein, "remote" Video Visitation sessions will mean sessions where the inmate's visitor is visiting from a location not on Customer's premises. "On-site" Video Visitation sessions will mean sessions where the inmate's visitor is visiting from a terminal located on Customer's premises.

Customer will allow Provider to market and promote the use of the Video Visitation System to the inmates, in-person visitors, phone call participants and potential friends and family end users of the System by allowing Provider to (a) distribute Securus' promotional literature in the Facility's visitation lobby; (b) unless otherwise prohibited by Customer's telephone service contract, add a recording to the IVR phone system promoting Securus Video Visitation Services to phone call participants; and (c) issue a joint press release regarding the execution of this agreement by both parties. All Video Visitation sessions must be scheduled online by the visitor by accessing Provider's website at [www.securustech.net](http://www.securustech.net).

If applicable, all recorded Video Visitation sessions will have a standard retention of 30 days from the recording date. It is the responsibility of Customer to remove any desired recordings from the housing location for permanent storage within 30 days of their recordings as they may be permanently deleted by Provider after that time. Provider is not responsible for the loss or quality of any such recordings or the deletion of such recordings after 30 days. Further, it is Customer's sole responsibility to (i) establish and communicate its policies regarding the monitoring and/or recording of private visits (i.e., attorney/client visits, clergy visits or other visits approved and implemented by Customer), and (ii) provide for appropriate accommodations to allow for non-recorded visits, as necessary.

**PAYMENT OPTIONS:**

The upfront and recurring operational costs for the deployment, management and support of the Video Visitation System are set forth in the Sales Order Form contained in Attachment 1 hereto (the "Total Costs"). Customer, at its option, may either elect to pay the Total Costs itself or have Provider pay the Total Costs by choosing one of the following options (place a check ("✓" or "X") next to option selected):

- Option 1:** Customer elects to pay all of the Total Costs set forth in Attachment 1 hereto. By choosing this option, the four additional requirements listed under Option 2 will not apply.
- Option 2:** Customer elects to have Provider pay the Total Costs set forth in Attachment 1. By choosing this option, Customer agrees to implement the following additional requirements (which are designed to (i) maximize the full utilization of the Video Visitation System at the Facility(s), (ii) assist Customer in maximizing the scheduling System Software, (iii) improve and automate manual visitation processes, (iv) increase officer

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safety, (v) maximize the options to the inmates and public to conduct visitation, and (vi) thus allow Provider to recover the total costs over time):

1. Customer agrees that Video Visitation must be available for paid remote sessions seven days a week for a minimum of 80 hours per Video Visitation terminal per week.
2. Customer will allow inmates to conduct remote visits without quantity limits other than for punishment for individual inmate misbehavior.
3. All on-site Video Visitation sessions will be required to be scheduled at least 24 hours in advance, where practicable.
4. Within 6 months following deployment of the Video Visitation System, Customer will endeavor to reach at least one remote paid Video Visitation session per inmate per month. If at any time during the Term of the Agreement after the first 12 months following deployment of the Video Visitation System, Customer's utilization of the Video Visitation System is not on plan to allow Provider to recover such total cost funding due to unrealized revenue, then Provider may recover such unrealized revenue through, at Provider's option, contract term extension, and/or payment by Customer by invoice.

Further, because Customer elects to have Provider fund the Total Cost identified on the attached Sales Order Form, if the Agreement is terminated for any reason before the end of the Term, Customer will refund the prorated amount of the Total Cost as set forth in the attached Sales Order Form. Customer will pay such refund within 10 days after such termination, or, at Provider's election, Provider may deduct the refund from any Commission owed to Customer.

Notwithstanding anything to the contrary, the parties acknowledge that the provision of the Video Visitation services hereunder is based on Customer's estimated Average Daily Population and a minimum of one remote paid visit per inmate per month. Therefore, if the number of remote paid visits averages less than one per inmate per month, Provider reserves the right, no sooner than 12 months after the execution of this Agreement, to renegotiate payment hereunder or discontinue the services.

Customer is responsible for all Jail Management System (JMS) and Commissary integration fees as well as electrical installation, unless otherwise specified in Attachment 1.

**COMPENSATION:** (Paid Remote Video Visitation Only)

Video visitation is not an FCC regulated telecom service; accordingly, in exchange for Customer allowing Provider to utilize Customer's property and wiring for placement of video visitation terminals, Provider agrees to pay Customer a percentage of the session charges paid to Provider, excluding applicable taxes/fees/surcharges, for Video Visitation sessions placed to Customer's Facilities as specified in the chart below (the "Video Visitation Payment"). Provider reserves the right to deduct Video Visitation session credits from revenue upon which payments to Customer are calculated. Provider will remit the Video Visitation Payment for a calendar month to Customer on or before the 30<sup>th</sup> day of the following calendar month in which the paid remote Video Visitation sessions were held (the "Payment Date"). All Video Visitation Payments will be final and binding upon Customer unless Provider receives written objection within 60 days after the Payment Date.

Type of Video Visitation	Video Visitation Payment (Paid Remote Video Visitation Only)
Remote Paid	20%*

\*Video Visitation Payments are paid in one-month arrears.

Notwithstanding anything to the contrary, the parties acknowledge that the provision of the Video Visitation services hereunder is based on Customer's estimated Average Daily Population and a minimum of one remote paid visit per inmate per month. Therefore, if the number of remote paid visits averages less than one per inmate per month, Provider reserves the right, no sooner than 12 months after the execution of this Agreement, to renegotiate payment hereunder or discontinue the services.

Customer is responsible for all Jail Management System (JMS) and Commissary integration fees as well as electrical installation, unless otherwise specified in Attachment 1.

**WARRANTY:** Provider warrants that the services it provides as contemplated in and by this Schedule will be performed in a good and workmanlike manner consistent with industry standards and practices. Provider further warrants that its agent(s) and/or employee(s) utilized by it in the performance of its obligations under this Schedule will be qualified to perform the contracted services. Should any errors or omissions arise in the rendering of the services under this Schedule, Provider will undertake to correct such errors or omissions within a reasonable time period. If Customer purchases from Provider any hardware components in connection with the services hereunder ("Hardware Components"), Provider warrants such components to be free from material defects under normal use, maintenance and service for a period of 12 months from the date of installation of the Hardware Components. This warranty will be conditional on Customer's compliance with the provisions of this Warranty section.

Provider makes no warranty with respect to low performance, damages or defects in any Hardware Component caused by misuse, misapplication, neglect or accident, nor does Company make any warranty as to any Hardware Component that has been repaired or altered in any way, which, in the sole judgment of Provider affects the performance or purpose for which the Hardware Component was manufactured.

When applicable, Provider will provide the required replacement parts and components free of charge.

THE WARRANTY OBLIGATIONS OF PROVIDER WITH RESPECT TO THE HARDWARE COMPONENTS ARE STRICTLY LIMITED TO THE REPLACEMENT OF ANY DEFECTIVE HARDWARE COMPONENT. IN NO EVENT AND UNDER NO CIRCUMSTANCES WILL THE LIABILITY OF PROVIDER EXCEED THE UNIT PRICE PAID BY CUSTOMER FOR ANY DEFECTIVE HARDWARE COMPONENT OR PART THEREOF.

EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN A SCHEDULE TO THE AGREEMENT, THE SERVICES AND ANY HARDWARE COMPONENT TO BE PROVIDED HEREUNDER ARE PROVIDED WITHOUT ANY OTHER WARRANTY OR GUARANTY OF ANY KIND AND PROVIDER DISCLAIMS ANY OTHER EXPRESS OR IMPLIED WARRANTY, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**OWNERSHIP AND USE.** The Video Visitation System and Software will at all times remain Provider's sole and exclusive property. Provider (or Provider's licensors, if any) have and will retain all right, title, interest, and ownership in and to (i) the Software and any copies, custom versions, modifications, or updates of the Software, (ii) all related documentation, and (iii) any trade secrets, know-how, methodologies, and processes related to Provider's Applications, the Video Visitation System, and Provider's other products and services (the "Materials"). The Materials constitute proprietary information and trade secrets of Provider and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent.

**LEGALITY/LIMITED LICENSE AGREEMENT:** For services related to applications which may allow Customer to monitor and record inmate visitation sessions, by providing the application, Provider makes no representation or warranty as to the legality of recording or monitoring such sessions. Customer may utilize settings to disable the monitoring and recording function to prevent monitoring and recording of private sessions (i.e., attorney client privileged communications, clergy visits, etc.) which will be Customer's sole responsibility to identify, approve and disable. Further, Customer retains custody and ownership of all recordings; however Customer grants Provider a perpetual limited license to compile, store, and access recordings for purposes of (i) complying with the requests of officials at the Facility, (ii) disclosing information to requesting law enforcement and correctional officials as they may require for investigative, penological or public safety purposes, (iii) performing billing and collection functions, or (iv) maintaining equipment and quality control purposes. This license does not apply to recordings of inmate visitation sessions with their attorneys or to recordings protected from disclosure by other applicable privileges.

IN WITNESS WHEREOF, the parties have caused this Video Visitation Schedule to be executed as of the Schedule Effective Date by their duly authorized representatives.

<b>CUSTOMER:</b> Carter County Jail  By: _____	<b>PROVIDER:</b> Securus Technologies, Inc.  By: _____
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Name: _____	Name: Robert E. Pickens
Title: _____	Title: President and Chief Executive Officer

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**Schedule: ConnectUs Inmate Service Platform**  
**CARTER COUNTY JAIL (TN)**  
**A004415**

This Schedule is between Securus Technologies, Inc. ("Provider"), and Carter County Jail ("Customer") and is part of and governed by the Master Services Agreement (the "Agreement") between the parties. The terms and conditions of the Agreement are incorporated herein by reference. This Schedule will be coterminous with the Agreement ("Schedule Effective Date").

**CONNECTUS INMATE SERVICE PLATFORM**

**DESCRIPTION:**

**ConnectUs Inmate Service Platform.** ConnectUs is a secure, comprehensive inmate communications and services platform that allows for the consolidation of assorted inmate activities in a single, unified interface with a customized mix of applications ("Applications"). ConnectUs allows inmates to use multiple Applications at the same time and automatically prioritizes scheduled communications events to take precedence over non-scheduled events.

**GENERAL TERMS AND CONDITIONS:**

**1. PROVISION OF SERVICE**

Provider will make the following Services available to Customer through its ConnectUs Inmate Service Platform (collectively, the "Service") at the Facility(s) during the Term of the Agreement, subject to the terms of the Agreement, this Schedule and each mutually acceptable written ordering document for the Service executed by both Customer and Provider (each, a "Sales Order Form"): (a) the services ordered by Customer as specified in the Sales Order Form attached hereto as Attachment 1 and incorporated herein by this reference; and (b) any additional services ordered pursuant to a mutually acceptable amendment to the Agreement executed by both Customer and Provider.

**2. GRANT OF RIGHTS: OWNERSHIP OF PROPERTY: USE AND RESTRICTIONS**

**2.1 Grant of Rights.** Subject to the terms of the Agreement and this Schedule: (a) Provider hereby grants Customer a non-exclusive, non-transferable right during the Term of the Agreement to access and use the Service solely for Customer's internal business purposes as contemplated herein, subject to the Service scope and pricing specified herein and the applicable Sales Order Form; and (b) Customer hereby grants Provider a non-exclusive, non-transferable right to use the electronic data specifically pertaining to Customer and/or its users that is submitted into the Service (collectively, "Customer Data") as necessary for the limited purpose of performing the Service.

**2.2 Ownership.** Provider and its licensors and suppliers own and retain all right, title, and interest in and to the following (collectively, "Provider Property"): (a) the Service and all other software, hardware, technology, documentation, and information provided by Provider in connection with the Service; (b) all ideas, know-how, and techniques that may be developed, conceived, or invented by Provider during its performance under the Agreement; and (c) all worldwide patent, copyright, trade secret, trademark and other intellectual property rights in and to the property described in clauses (a) and (b) above. Except as otherwise expressly authorized herein or by Provider in writing, the non-exclusive use rights set forth in the Agreement are the entirety of Customer's rights in connection with the Provider Property. Customer owns and retains all right, title, and interest in and to the Customer Data and all intellectual property rights therein. Except as otherwise expressly authorized herein or by Customer in writing, the non-exclusive use rights set forth in the Agreement are the entirety of Provider's rights in connection with the Customer Data.

**2.3 Use and Restrictions.**

(a) Except as expressly permitted under the Agreement or this Schedule, Customer will not directly or indirectly do any of the following: (i) access, use, sell, distribute, sublicense, or commercially exploit any Provider Property or any rights under the Agreement, including without limitation any access or use of any Provider Property; (ii) knowingly introduce any infringing, obscene, libelous, or otherwise unlawful data or material into the Service; (iii) copy, modify, or prepare derivative works based on Provider Property; (iv) reverse engineer, decompile,

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disassemble, or attempt to derive source code from any Provider Property; or (v) remove, obscure, or alter any intellectual property right or confidentiality notices or legends appearing in or on any aspect of any Provider Property.

- (b) At Provider's sole and reasonable discretion, certain of the selected Applications will be made available only during times which would not otherwise interfere with the use of Provider's revenue generating Applications and services.
- (c) Applications ordered by Customer may be disabled by Customer at any time during the Term of the Agreement upon written notice to Provider by an authorized representative of Customer; provided, however, Customer will remain responsible for paying the Annual Subscription and Hosting Fee according to the Agreement, this Schedule and Sales Order Form(s) set forth in Attachment 1, unless otherwise agreed by both parties pursuant to a written and signed amendment.
- (d) Provider may deny the publication of certain documents, videos or forms in connection with the Service, if in Provider's sole and reasonable discretion, such materials are in conflict with the provision of Provider's Service hereunder.
- (e) Customer will allow Provider to display videos, documents and digital messages to inmates through ConnectUs to promote Provider's new and existing services, products and features.
- (f) Provider is not responsible and hereby disclaims any liability for any and all content of the third party Applications and any documents, videos or forms published by Customer or from outside sources.

### 3. FEES AND PAYMENT TERMS

- 3.1 Securus will fund the Total Cost identified on the attached Sales Order Form. If the Agreement is terminated for any reason before the end of the Term, Customer will refund the prorated amount of the Total Cost as set forth in the attached Sales Order Form. Customer will pay such refund within 10 days after such termination, or, at Provider's election, Provider may deduct the refund from any Commission owed to Customer.
- 3.2 Provider will deploy its Video Visitation ConnectUs Application. The cost of is application was considered and included in offering the Commission Percentage, Remote Visitation Payment, and other terms in this Agreement.
- 3.3 Customer will be responsible for all Jail Management System and Commissary integration fees, if applicable, as well as electrical wiring installation.

### 4. WARRANTIES AND LIMITATIONS

#### 4.1 Service Warranties.

- (a) Provider warrants that the services it provides as contemplated in and by this Schedule will be performed in a good and workmanlike manner consistent with industry standards and practices. Provider further warrants that its agent(s) and/or employee(s) utilized by it in the performance of its obligations under this Schedule will be qualified to perform the contracted services. Should any errors or omissions arise in the rendering of the services under this Schedule, Provider will undertake to correct such errors or omissions within a reasonable time period. If Customer purchases from Provider any hardware components in connection with the services hereunder ("Hardware Components"), Provider warrants such components to be free from material defects under normal use, maintenance and service for a period of twelve (12) months from the date of Installation of the Hardware Components.
- (b) Provider makes no warranty with respect to low performance, damages or defects in any Hardware Component caused by misuse, misapplication, neglect or accident, nor does Provider make any warranty as to any Hardware Component that has been repaired or altered in any way, which, in the sole judgment of Provider affects the performance or purpose for which the Hardware Component was manufactured.

#### 4.2 Limitation of Warranty.

- (a) THE WARRANTY OBLIGATIONS OF PROVIDER WITH RESPECT TO THE HARDWARE COMPONENTS ARE STRICTLY LIMITED TO THE REPLACEMENT OF ANY DEFECTIVE HARDWARE COMPONENT. IN NO EVENT AND UNDER NO CIRCUMSTANCES WILL THE LIABILITY OF PROVIDER EXCEED THE UNIT PRICE PAID BY CUSTOMER FOR ANY DEFECTIVE HARDWARE COMPONENT OR PART THEREOF.
- (b) EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN A SCHEDULE TO THE AGREEMENT, THE SERVICES AND ANY HARDWARE COMPONENT TO BE PROVIDED HEREUNDER ARE PROVIDED WITHOUT ANY OTHER WARRANTY OR

GUARANTY OF ANY KIND AND PROVIDER DISCLAIMS ANY OTHER EXPRESS OR IMPLIED WARRANTY, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4.3 Professional Responsibility. As between Customer and Provider, Customer assumes full responsibility for the use of information provided through the Application(s) for patient care. Clinical information, if any, in the Applications is intended as a supplement to, and not a substitute for, the knowledge, expertise, and judgment of professional personnel. Customer acknowledges that the professional duty to the patient in providing healthcare services lies solely with the healthcare professional providing patient care services. Provider disclaims liability for the use of any information provided by, or results obtained from, the Applications used by professional personnel. Provider, its affiliates and licensors, are not liable for actions of Customer or its authorized users, which may result in any liability due to malpractice or failure to warn. Provider provides no medical or other professional advice in connection with the Applications and the information contained therein. The parties acknowledge that a licensed professional is responsible for independently reaching any medical or other professional judgment and for any resulting diagnosis and treatments, notwithstanding any use of the Applications by such professional.

EXECUTED as of the Schedule Effective Date.

<u>CUSTOMER:</u> Carter County jail  By: _____ Name: _____ Title: _____	<u>PROVIDER:</u> Securus Technologies, Inc.  By: _____ Name: Robert E. Pickens Title: President and Chief Executive Officer
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Attachment 1

ConnectUs Inmate Service Platform

SALES ORDER FORM

SERVICE DESCRIPTIONS

APPLICATIONS

Through ConnectUs, Provider offers the following Applications. (The Applications specifically ordered by Customer are reflected on the Price Page, which follows.)

Video Visitation Application

The ConnectUs Video Visitation Application provides video face-to-face visits between inmates and the inmates' friends and family members and also allows the inmate to view upcoming scheduled visits using the ConnectUs touch screen. This Application requires an executed agreement between Provider and Customer for Provider's Securus Video Visitation.

Phone Call Application

The ConnectUs Phone Call Application allows inmates to place calls, which go through Provider's centralized Secure Call Platform ("SCP") simply by pressing the Phone Call icon on the touch screen of ConnectUs. This Application requires an executed agreement between Provider and Customer for Provider's SCP Call Platform.

Inmate Forms (Grievance) Application

The Inmate Forms (Grievance) Application facilitates the systematic receipt, routing and categorization of grievance situations and offers a tracking system that improves response times and metrics useful in assessments and resource allocations. Provider will retain and provide Customer access to the data for the term of the Agreement.

Third Party Vendor Commissary Application

The ConnectUs Third Party Vendor Commissary Application provides an automated means for inmates to order commissary goods through Customer's third-party commissary provider.

Website Education Application (URL)

The ConnectUs Website Education Application makes Customer-approved third party educational websites available to inmates.

Inmate Videos Application (.MP4)

The ConnectUs inmate Videos Application enhances communications with inmates by allowing multiple Customer-approved videos.

Inmate Handbook Application (.PDF)

The ConnectUs Inmate Handbook Application publishes common PDF documents to inmates (e.g., the Inmate Handbook) for up-to-date access to Customer information.

Emergency Visitation Application

The ConnectUs Emergency Visitation Application allows inmates to initiate a request for a video call with Customer staff to report an emergency situation.

Sick Call Application

The ConnectUs Sick Call Application allows inmates to report symptoms to Customer health officials by completing a "sick form" that identifies the inmate's symptoms.

Self-Op Commissary Ordering Application

The ConnectUs Self-Op Commissary Ordering Application allows Customer to configure its commissary product line within ConnectUs giving inmates an automated means to order commissary goods.

Job Search Application

The ConnectUs Job Search Application allows inmate job-seekers access to local, regional and national jobs of all types and level of experience.

Law Library Application

The ConnectUs Law Library Application allows inmates to perform legal research through a comprehensive collection of state and federal laws, including resources pertaining to constitutions, statutes, cases and more.

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Attachment 1

SALES ORDER FORM

PRICE PAGE

Securus Inmate Services Platform - Price List

Item	Description	Frequency	Unit Price	Quantity	Total Price	
Hardware	Video Visitation Terminals - Single Handset (Inmate)	One Time	\$ 4,000	30	\$ 120,000	
	Video Visitation Terminals - Single Handset (Visitor)	One Time	\$ 4,000	0	\$ -	
	Video Visitation Terminals - Dual Handset (Visitor)	One Time	\$ 4,250	10	\$ 42,500	
	Mobile Cart, Including UPS Battery Backup	One Time	\$ 1,440	0	\$ -	
	Networking Wiring	One Time	\$ 500	40	\$ 20,000	
	Electrical Wiring*	One Time	\$ 1,500	0	\$ -	
	Hardware Installation	One Time	\$ 500	40	\$ 20,000	
	JMS and 3rd Party Vendor Integration**	One Time	\$ -	0	\$ -	
	Software Application Setup:	One Time	\$ -	0	\$ -	
	Installation and Implementation (Software Application is one time per App, per contract)	- Securus Video Visitation Application	One Time	\$ -	1	\$ -
- Phone Call Application		One Time	\$ -	0	\$ -	
- Inmate Forms Application (Grievance)		One Time	\$ -	0	\$ -	
- Inmate Handbook Application (.PDF)		One Time	\$ -	0	\$ -	
- Third Party Vendor Commissary Application		One Time	\$ -	0	\$ -	
- Website Education Application (URL)		One Time	\$ -	0	\$ -	
- Inmate Videos Application (.MP4)		One Time	\$ -	0	\$ -	
- Self-Op Commissary Ordering Application		One Time	\$ -	0	\$ -	
- Emergency Visitation Application		One Time	\$ -	0	\$ -	
- Inmate Sick Form		One Time	\$ -	0	\$ -	
Job Search Application		Recurring	\$ -	0	\$ -	
Law Library Application		Recurring	\$ -	0	\$ -	
Annual Subscription and Hosting Fee (per App, per Terminal, per year)		Securus Video Visitation Application	Recurring	\$ -	40	\$ -
		Phone Call Application	Recurring	\$ -	0	\$ -
		Inmate Forms Application (Grievance)	Recurring	\$ -	0	\$ -
	Inmate Handbook Application (.PDF)	Recurring	\$ -	0	\$ -	
	Third Party Vendor Commissary Application	Recurring	\$ -	0	\$ -	
	Website Education Application (URL)	Recurring	\$ -	0	\$ -	
	Inmate Videos Application (.MP4)	Recurring	\$ -	0	\$ -	
	Self-Op Commissary Ordering Application	Recurring	\$ -	0	\$ -	
	Emergency Visitation Application	Recurring	\$ -	0	\$ -	
	Inmate Sick Form	Recurring	\$ -	0	\$ -	
Misc.	Job Search Application	Recurring	\$ -	0	\$ -	
	Law Library Application	Recurring	\$ -	0	\$ -	
	Annual Terminal Extended Hardware Maintenance	Recurring	\$ 500	40	\$ 20,000	
	Recurring Telecom	Recurring	\$ 5,400	1	\$ 5,400	
	Recording Retention (30 days)	One Time	\$ 100	30	\$ 3,000	
On-Site Training (per day)	One Time	\$ 2,000	2	\$ 4,000		

Term:	5
One-Time Cost	209,500
Annual License & Maintenance Cost (per year)	25,400
<b>Total Cost:</b>	<b>\$ 336,500</b>
Securus Investment:	\$ -
Customer Investment:	\$ 336,500

\* Customer responsible for electrical wiring  
 \*\* Customer responsible for JMS/Commissary Integration Fees, if applicable

If selected above, Provider will deploy a Third Party Vendor Commissary Application, once an agreement has been executed by and between Provider and Customer's commissary operator for such application.

**Schedule: Securus Digital Mail Center  
CARTER COUNTY JAIL (TN)  
A004415**

This Schedule is between Securus Technologies, Inc. and Carter County Jail ("Customer") and is part of and governed by the Master Services Agreement (the "Agreement") between the parties. The terms and conditions of the Agreement are incorporated herein by reference. This Schedule will be coterminous with the Agreement ("Schedule Effective Date"). Certain of the services described herein are performed by Provider's subsidiary Guarded Exchange, L.L.C., and may be performed by Provider's subsidiary JPay Inc. For purposes of this Schedule, the term "Provider" should be understood as including Securus Technologies, Inc., Guarded Exchange, L.L.C., and JPay Inc.

**SECURUS DIGITAL MAIL CENTER**

**DESCRIPTION:**

The Securus Digital Mail Center service and software allows authorized Provider staff or correctional agency staff to scan certain physical mail and electronically deliver it to inmates through certain of Provider's technologies (to the extent agreed and to the extent those products are deployed at the Facility(s)). The Securus Digital Mail Center software contains a dashboard that provides the following capabilities and information: (1) ability to view, approve, reject, and manage scanned mail; (2) ability to set alerts when specific inmates receive mail; and (3) audit logs of activity associated with the Securus Digital Mail Center for increased administrative oversight.

**CONFIGURATION:**

Provider Screened, Processed, and Delivered – Provider will conduct the initial processing of physical mail and its conversion into electronic form, typically within 48 hours of receipt from Customer. After processing and, if desired, Customer approval, Provider will distribute the electronic version of the mail through certain of Provider's technologies as agreed by Customer and Provider. Customer will not forward mail to Provider that is not reasonably susceptible to scanning (such as boxes, books, or other such materials which do not consist of printed correspondence on a two-dimensional page) and will take reasonable measures to inform inmates and their friends and family about this restriction. Provider will have no obligation to attempt to scan such mail. In the event Provider receives such mail from any source, it will be returned to its sender. In the event Provider receives mail addressed to an inmate that is not currently at Customer's facility, such mail will be returned to its sender.

Digital Mail Center will initially be configured with the following options, which can be subsequently changed so long as Customer and Provider agree in writing:

<p><u>Pre-Approval Prior to Delivery</u></p> <p><input checked="" type="checkbox"/> Auto Approve – Provider will deliver all scanned mail. Written contraband will be treated in accordance with the "Discovery of Written Contraband / Images" section of this table.</p> <p><input type="checkbox"/> Customer Approve – Customer will review and approve all scanned mail prior to delivery</p>	<p><u>Physical Mail Handling</u></p> <p><input checked="" type="checkbox"/> Destroy after 30 days</p> <p><input type="checkbox"/> Return to Customer after 30 days (at Customer's cost)</p>
<p><u>Discovery of Physical Contraband</u></p> <p><input checked="" type="checkbox"/> Release to local law enforcement (based on location of Provider's processing facility) and report to Customer for further direction</p> <p><input type="checkbox"/> Destroy</p>	<p><u>Discovery of Written Contraband / Images</u></p> <p><input checked="" type="checkbox"/> Do not scan, and report to Customer for further direction</p>

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Provider will use reasonable efforts to identify such contraband based on Customer's instructions and Provider's experience, but Provider does not represent or warrant that it will correctly identify such contraband.

Scan and require additional Customer review

Provider will use reasonable efforts to identify such contraband based on Customer's instructions and Provider's experience, but Provider does not represent or warrant that it will correctly identify such contraband.

#### COMPENSATION:

The cost of Digital Mail Center was considered and included in offering the terms contained in the Agreement.

#### SECURUS DIGITAL MAIL CENTER TERMS OF USE:

1. Privileged Mail. The Customer represents and warrants that it will not process any mail through Provider's service or software that originates from an attorney's office or is otherwise legally private or privileged. If Provider receives mail originating from an attorney's office or other private/privileged establishments, such mail will be returned to its sender.
2. Withheld / Destroyed Mail. If the Customer elects to withhold mail from delivery to an inmate or directs Provider to destroy mail per this Schedule, the Customer is solely responsible for notifying the inmate and the sender of such actions as may be legally required.
3. Storage of Electronic Information. All electronic information associated with the mail, including sender name, time, date, and address will be stored for the duration of the Term of the Agreement. Scanned images will be stored for a period of two years after they are scanned. It is the responsibility of Customer to remove any desired images from the housing location for permanent storage within two years after their scan as they may be permanently deleted by Provider after that time.
4. Grant of Licenses. Subject to the terms of the Agreement (a) Provider hereby grants Customer a non-exclusive, non-transferable right during the Term of the Agreement to access and use the Securus Digital Mail Center solely for Customer's internal business purposes as contemplated herein, subject to the service scope and pricing specified herein; and (b) Customer hereby grants Provider a non-exclusive, non-transferable right to use the electronic data specifically pertaining to Customer and/or its users that is submitted into the Securus Digital Mail Center (collectively, "Customer Data") as necessary for the limited purpose of performing the service.
5. Compliance with Applicable Laws. Customer will comply with all applicable laws and government guidelines applicable to its access to and use of information obtained in connection with or through the Securus Digital Mail Center. Customer acknowledges and understands that Customer is solely responsible for its compliance with such laws and that Provider does not make any representation or warranty as to the legality of the use of the Securus Digital Mail Center application or the information obtained in connection therewith. Provider will not have any obligation, responsibility, or liability for Customer's compliance with any and all laws, regulations, policies, rules or other requirements applicable to Customer by virtue of its use of the Securus Digital Mail Center.
6. Ownership of Property. Provider and its licensors and suppliers own and retain all right, title, and interest in and to the following (collectively, "Provider Property"): (a) the Securus Digital Mail Center and all other software, hardware, technology, documentation, and information provided by Provider in connection with the service; (b) all ideas, know-how, and techniques that may be developed, conceived, or invented by Provider during its performance under the Agreement; and (c) all worldwide patent, copyright, trade secret, trademark and other intellectual property rights in and to the property described in clauses (a) and (b) above. Except as otherwise expressly authorized herein or by Provider in writing, the non-exclusive use rights set forth in the Agreement are the entirety of Customer's rights in connection with the Provider Property. Customer owns and retains all right, title, and interest in and to the Customer Data and all intellectual property rights therein. Except as otherwise expressly authorized herein or by Customer in writing, the non-exclusive use rights set forth in the Agreement are the entirety of Provider's rights in connection with the Customer Data.

7. Modification and Termination. Provider reserves the right to modify, enhance, or discontinue, in its sole discretion, any or all of the features that are currently part of the Securus Digital Mail Center. Moreover, if Provider determines in its sole discretion that the Securus Digital Mail Center and/or Customer's use thereof (1) violates the terms and conditions set forth herein and/or in the Master Services Agreement; (2) violates any applicable rule; or (3) is reasonably likely to be so determined, Provider may, upon written notice, immediately terminate Customer's access to the Securus Digital Mail Center and shall have no further liability or responsibility to Customer with respect thereto.
8. Limitation of Liability. Provider will have no liability to Customer (or to any person to whom Customer may have provided data from the Securus Digital Mail Center application) for any loss or injury arising out of or in connection with the Securus Digital Mail Center application or Customer's use thereof. If, notwithstanding the foregoing, liability can be imposed on Provider, Customer agrees that Provider's aggregate liability for any and all losses or injuries arising out of any act or omission of Provider in connection with the Securus Digital Mail Center application, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, will never exceed \$100.00. Customer covenants and promises that it will not seek to recover from Provider an amount greater than such sum even if Customer was advised of the possibility of such damages.
9. Warranties. Customer understands and acknowledges that all information used and obtained in connection with the Securus Digital Mail Center application is "AS IS." Customer further understands and acknowledges that the digital transcription of mail may or may not be thorough and/or accurate, and that Customer will not rely on Provider for the accuracy or completeness of information obtained through the Securus Digital Mail Center Application. PROVIDER DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SECURUS DIGITAL MAIL CENTER APPLICATION. PROVIDER DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SECURUS DIGITAL MAIL CENTER APPLICATION OR INFORMATION OBTAINED IN CONNECTION THEREWITH. IN NO EVENT WILL PROVIDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER FROM RECEIPT OR USE OF INFORMATION OBTAINED IN CONNECTION WITH THE SECURUS DIGITAL MAIL CENTER APPLICATION OR THE UNAVAILABILITY THEREOF.
10. Indemnification. Customer hereby agrees to protect, indemnify, defend, and hold harmless Provider from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in any way related to Customer's use of the Securus Digital Mail Center application, information obtained in connection therewith, or instructions provided by Customer to Provider related to Securus Digital Mail Center.

<p><b>CUSTOMER:</b> Carter County Jail</p> <p>By: _____ Name: _____ Title: _____ Date: _____</p>	<p><b>PROVIDER:</b> Securus Technologies, Inc.</p> <p>By: _____ Name: Robert E. Pickens Title: President and Chief Executive Officer Date: _____</p>
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**Schedule: Payment Services  
CARTER COUNTY JAIL (TN)  
A004415**

This **Payment Services Schedule** is made part of and governed by the Master Services Agreement (the "Agreement") executed between Securus Technologies, Inc. ("we" or "Provider" or "Securus") and Carter County Jail ("you" or "Customer"). The terms and conditions of the Agreement are incorporated herein by reference. This Schedule will be coterminous with the Agreement ("Schedule Effective Date").

**1. Payment Services.** Provider hereby designates any and all of the services or obligations to be provided under this Payment Services Schedule to be performed by its affiliate, Government Payment Service, Inc., ("GovPayNet") as a permitted subcontractor, and Customer understands and agrees that GovPayNet will be responsible for performing all of the services and obligations under this Payment Services Schedule. Customer authorizes GovPayNet to act as its agent for the processing of credit, debit, and prepaid debit card transactions and GovPayNet accepts such appointment subject to any conditions and limitations in this Payment Services Schedule. GovPayNet shall provide Customer with training, documentation, and electronic and telephonic support at GovPayNet's expense. GovPayNet shall cause funds to be forwarded electronically to such account as Customer designates within two banking days after transaction authorization or by mailed check if Customer so indicates. In the event of a conflict between the terms of this Payment Services Schedule and the terms of the Agreement, the terms of this Payment Services Schedule shall apply.

**2. Fees.** GovPayNet shall collect the service fees shown below, based on type of payment processed. Customer may select any or all of the payment types available as follows:

- For criminal justice-related payments, such as fees for probation management, electronic monitoring, work release, or other payments associated with reducing or avoiding a term of incarceration, "**Service Fee Schedule for Criminal Justice-Related Payments**" applies.
- For cash bail/bond payments, "**Service Fee Schedule for Cash Bail Payments**" applies.
- For administrative and civil payments, meaning all payments to Customer not categorized as cash bail/bond or criminal justice-related payments, "**Service Fee Schedule for Administrative & Civil Payments**" applies.

GovPayNet may modify any or all service fees at its sole option, providing Customer with 30 days' advance written notice. GovPayNet will apply its then-current service fee to the payment types Customer has selected for processing under this Payment Services Schedule. **ALL SERVICE FEES ARE NON-REFUNDABLE.**

Service Fees may be the responsibility of cardholder, Customer, or shared by cardholder and Customer. Unless Customer advises GovPayNet otherwise, Customer will be presumed to have chosen that cardholders shall be responsible for all Service Fees. If Customer elects to pay all or any portion of the Service Fee, Customer must so advise GovPayNet in writing using the method specified in Payment Services Schedule. For any Service Fees Customer elects to pay, GovPayNet will debit Customer's account for Customer's share of the Service Fee in accordance with the terms of the debit authorization form GovPayNet provides. Customer must allow GovPayNet 30 days to make any changes Customer requests to the Service Fee responsibility. Customer warrants that Customer's decisions and instructions to GovPayNet with respect to cardholder responsibility for payment of all or any part of the Service Fee shall conform with applicable law.

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Service Fee Schedule for Criminal Justice-Related Payments	
<b>Service Fee for Payments via Web/Gov\$wipe®</b>	<b>Service Fee for Payments via Call Center/Live Agent</b>
<b>3.75%</b> <i>Minimum Fee = \$3.50</i>	<b>5.25%</b> <i>Minimum Fee = \$5.00</i>

Service Fee Schedule # CB-169_170 for Cash Bail Payments
<b>9.0%</b>
<b><i>Cardholders posting cash bail may attempt transactions of up to \$50,000.</i></b>
<b><i>There is no additional charge for Call Center/Live Agent assistance for cash bail postings.</i></b>

Service Fee Schedule for Civil Fines and Payments							
Transaction Range		Service Fee	Transaction Range		Service Fee		
\$0.01	>	\$50.00	\$1.75	\$100.01	>	\$150.00	\$5.75
\$50.01	>	\$75.00	\$2.00	\$150.01	>	\$200.00	\$7.25
\$75.01	>	\$100.00	\$3.75	<i>For each additional increment of \$50.00, or portion thereof, add \$2.00</i>			
Add \$2.50 to each fee amount for use of operator assistance or \$1.50 for use of Integrated Voice Response to process a payment.							

**3. Indemnification and Disclaimers.** With respect to the services provided under this Payment Services Schedule, GovPayNet shall indemnify and save harmless Customer, its agents, officers, and employees from responsibility or liability for all damages, costs, expenses, (including reasonable attorney fees and defense costs) relating to death or bodily injury or damages to physical property directly resulting from providing such services. **NEITHER PROVIDER NOR GOVPAYNET ACCEPT RESPONSIBILITY FOR SECURITY OF CARDHOLDER DATA ON SYSTEMS OTHER THAN THOSE CONTROLLED BY PROVIDER OR GOVPAYNET. PROVIDER AND GOVPAYNET LIABILITY WITH RESPECT TO PAYMENTS**

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PROCESSED HEREUNDER IS LIMITED TO MAKING PAYMENTS IN THE AMOUNTS AUTHORIZED. NEITHER PROVIDER NOR GOVPAYNET ARE A SURETY AND PROCESSING A PAYMENT THROUGH GOVPAYNET DOES NOT GUARANTEE ANY PARTICULAR OUTCOME INCLUDING, BUT NOT LIMITED TO, A DEFENDANT'S COURT APPEARANCE OR FULL SATISFACTION OF A FINANCIAL OBLIGATION. OTHER THAN WARRANTIES EXPLICITLY MADE IN THIS PAYMENT SERVICES SCHEDULE, PROVIDER AND GOVPAYNET DISCLAIM ALL WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES PROVIDED UNDER THIS PAYMENT SERVICES SCHEDULE. NO PARTY SHALL BE LIABLE FOR INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER BEARS RESPONSIBILITY FOR ANY ADMINISTRATIVE ACTIONS IT MAY TAKE IN CONNECTION WITH SERVICES PROVIDED UNDER THIS PAYMENT SERVICES SCHEDULE.

**4. SERVICE CHANGES.** Customer is responsible for advising GovPayNet as to the types of payments GovPayNet is authorized to accept on Customer's behalf per the above fees and the type of service and equipment modes that will apply to each payment type. Customer may at any time (i) authorize GovPayNet to accept additional types of payments, (ii) cancel the processing through GovPayNet of any types of payments, (iii) modify the service or equipment modes (from among Internet, telephone, Internet and telephone, *Gov\$wipe*<sup>®</sup>, etc.), (iv) modify the account(s) to which GovPayNet shall direct payments to Customer, or (v) add other agencies, departments or sub-agencies ("Affiliated Agencies") to, or delete Affiliated Agencies from Customer's use of any GovPayNet services and equipment by specifying all such changes to GovPayNet in writing. Any such changes will be subject to GovPayNet acknowledgment and acceptance in writing. For purposes of this subsection only, "in writing" shall mean via letter, facsimile, or email (if by email, to [accountservices@govpaynet.com](mailto:accountservices@govpaynet.com)).

**5. GOVSWIPE.** If the Customer requests *Gov\$wipe*, GovPayNet will provide Customer with card readers and peripheral equipment (cables, etc.), which are and will remain the property of GovPayNet. Customer understands that card readers are embedded with proprietary technology ("Firmware"). GovPayNet grants Customer a license to use such card readers and Firmware for the duration of the services provided under this Payment Services Schedule. Customer's use of card readers and Firmware shall be limited to the purposes of this Payment Services Schedule. Acceptance and use of card readers does not convey to Customer any title, patent, copyright or other proprietary right in or to the Firmware. At all times, GovPayNet or its suppliers retain all rights to the Firmware, including but not limited to updates, enhancements, and additions. Customer shall not attempt to access or disclose the Firmware to any party, or transfer, copy, license, sub-license, modify, translate, reverse engineer, decompile, disassemble, tamper with, or create any derivative work based on Firmware.

Customer will use reasonable care to protect card readers from loss, theft, damage or any legal encumbrance. GovPayNet shall provide card readers and installation instructions at service implementation and when providing any replacement or additional card readers by shipment to a location Customer designates or, at GovPayNet's option, Customer will allow GovPayNet and its designated representatives reasonable access to Customer's premises for training purposes and device installation, repair, removal, modification, upgrades, and relocation.

Card readers for use with *Gov\$wipe* are designed to communicate cardholder data to GovPayNet through Customer's computing equipment to which they are cable-attached via USB port. Internet access to GovPayNet is required for transaction processing via *Gov\$wipe* and is enabled solely by Customer's computers and networks. Customer is responsible to use standard safeguards and practices to keep its computers and networks secure and free from malicious software or hardware. Neither GovPayNet nor Provider shall be held liable to Customer for exposure of Customer's computers or networks to malicious software or hardware of any kind. GovPayNet is solely responsible for the maintenance of any card readers and shall supply Customer with replacement card readers on Customer's request and as GovPayNet deems appropriate. Upon termination of the Agreement or the services provided under this Payment Services Schedule, GovPayNet may require Customer to return card readers at GovPayNet's expense and by such method as GovPayNet specifies.

**7. Miscellaneous.** There are no third-party beneficiaries to this Payment Services Schedule. Either party is excused from performance under this Payment Services Schedule and shall not be liable for any delay in performance or non-performance, in whole or in part, caused by the occurrence of any contingency beyond the control of the non-performing party including, but not limited to, work stoppages, fires, civil disobedience, riots, rebellions, terrorism, loss of power or telecommunications, flood, storm, Acts of God, and similar occurrences. A waiver of any portion of this Payment Services Schedule shall not be deemed a waiver or renunciation of other portions. Rights and obligations under this Payment Services Schedule which by their nature should survive will remain in effect after termination or

expiration of the Agreement or termination of services under this Payment Services Schedule. In the event that any provision of this Payment Services Schedule is adjudicated by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, all other provisions of this Payment Services Schedule shall remain in full force and effect.

**6. Disputes and Chargebacks.** Provider shall be responsible for handling all transaction disputes associated with cardholders' use of cards to make payments to Customer through Provider. Provider shall further be responsible for all chargebacks initiated not more than 180 days after the completion of a transaction. If Provider determines that a chargeback may be inappropriate, Provider expects County to provide reasonable assistance in any challenge Provider makes to the chargeback. Provider reserves the right to adjust service and security levels as Provider reasonably deems necessary to maintain payment security and integrity.

**7. Completeness.** This Payment Services Schedule is the entire agreement between the parties and expresses the complete understanding of the parties, superseding all prior or contemporaneous agreements with regard to the subject matter herein. This Payment Services Schedule may not be altered, amended or modified except in a writing incorporated hereto and signed by the parties, provided, however, that Provider may revise the terms of this Payment Services Schedule if required to comply with law, regulation, or card industry rules and Provider provides prompt notice to Customer of such change(s).

<p><u>CUSTOMER:</u> Carter County/jail</p> <p>By: _____ Name: _____ Title: _____ Date: _____</p>	<p><u>PROVIDER:</u> Securus Technologies, Inc.</p> <p>By: _____ Name: Robert E. Pickens Title: President and Chief Executive Officer Date: _____</p>
	<p><u>FOR COMPLIANCE PURPOSES:</u> Government Payment Service, Inc.</p> <p>By: _____ Name: Robert E. Pickens Title: President and Chief Executive Officer Date: _____</p>

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INTERLOCAL AGREEMENT GOVERNING: CARTER COUNTY  
JOINT ECONOMIC AND COMMUNITY DEVELOPMENT BOARD, INC.

This INTERLOCAL AGREEMENT is hereby made and entered into by and between the participating governments within Carter County, Tennessee which are as follows:

Carter County	City of Elizabethton
City of Watauga	City of Johnson City

WHEREAS, Tennessee Code Annotated, Section 6-58-114, requires each county and its municipalities to establish a joint economic and community development board by interlocal agreement; and

WHEREAS, counties and municipalities are authorized to enter into interlocal agreements by Tennessee Code Annotated, Section 5-1-113; and

WHEREAS, the governmental entities which are parties to this Agreement originally entered into an interlocal agreement in 2016 which established the Joint Economic and Community Development Board of Carter County; and

WHEREAS, the parties now desire to replace the 2016 Interlocal Agreement with the terms set forth herein.

NOW, THEREFORE, the participating governments listed above agree as follows:

1. NAME. The existing Joint Economic and Community Development Board having now been incorporated with the State of Tennessee shall henceforth be known as Carter County Joint Economic and Community Development Board, Inc. (hereafter referred to as the "Board").
2. PURPOSE. The purpose of the Board shall be to foster communication relative to economic and community development between and among governmental entities, industry, and private citizens while developing and working to implement strategies to increase economic development within Carter County.
3. AUTHORITY. The Board is authorized to take the following actions:
  - A. To discuss the interrelationship among commercial, governmental, private, and other interests in the community and to identify and implement ways to coordinate development efforts among these interests; and
  - B. To develop recommendations regarding economic and community development and to advise the legislative bodies of the participating governments of those recommendations.
  - C. To provide for the effective management and operation of property and/or assets coming into the control of the Board which are or have the potential to be utilized for purposes of economic or industrial development.

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4. MEMBERSHIP. The Board shall consist of the following members, who shall serve without compensation:

- A. The Mayor [or designee] of Carter County, Tennessee.—
- B. The Mayor [or designee] of the City of Elizabethton, Tennessee.
- C. The Mayor [or designee] of the City of Johnson City, Tennessee.
- D. The Mayor [or designee] of the City of Watauga, Tennessee.
- E. One person who owns land qualifying for classification and valuation under Tennessee Code Annotated, Title 67, Chapter 5, Part 10, to be nominated and confirmed by the Board.
- F. The President [or designee] of the Elizabethton Carter County Chamber of Commerce whose term shall be concurrent with the term of the President.
- G. The Director [or designee] of the Elizabethton Electric System.
- H. One member of the private sector that works in the financial sector nominated and confirmed by the Board.
- I. One member of the private sector that works in the manufacturing industry nominated and confirmed by the Board.
- J. One member of the Carter County School System nominated and confirmed by the Board.
- K. The Director [or designee] of the Tennessee College of Applied Technology (TCAT) in Elizabethton.
- L. Two (2) members of the Board of County Commissioners for Carter County nominated and confirmed by the Board.
- M. Two (2) members of the Elizabethton City Council nominated and confirmed by the Board.

5. EXECUTIVE COMMITTEE. There shall be an Executive Committee of the Board which shall be composed of members of the Board as chosen by the full membership of the Board. However, the Executive Committee shall at a minimum consist of the county mayor and city mayors of each municipality within the county.

6. MEETINGS. The Board and the Executive Committee shall meet at least one time in each calendar quarter to satisfy the requirements of Tennessee Code Annotated, Section 6-58-114. The Board and Executive Committee may meet in dual session or in consecutive sessions on the same day if desired. All meetings of the Board and the Executive Committee shall be documented by minutes and certification of attendance, and are subject to the Open Meetings Act pursuant to Tennessee Code Annotated Section 8-44-101 et seq.

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7. **TERMS OF OFFICE.** Terms for positions held by elected officials shall coincide with the terms of office for their elected positions. The term of the TCAT Director shall coincide with his or her term as Director. The term of the Director of the Elizabethton Electric System shall coincide with his or her term as Director. All remaining members shall serve terms of four (4) years, and shall be replaced by a new member in the same manner as his or her predecessor.
8. **OFFICERS.** Board Officers shall serve terms of two (2) years and shall be elected by the full membership of the Board in the first meeting of each odd numbered year. The Board shall elect a Chair, Vice-Chair, and Secretary-Treasurer from among the members. The Chair shall call regular and special meetings of the Board and Executive Committee and preside over all meetings. The Vice-Chair shall serve as Chair in the Chair's absence. The Secretary-Treasurer shall keep minutes of all meetings and shall serve as chief financial officer.
9. **SUBCOMMITTEES.** The Board may create or dissolve subcommittees as needed to study certain topics and advise on issues of importance to the Board. Such a subcommittee may be created or dissolved by a two-thirds majority of the Board. Appointments to subcommittees are made by the Chair as confirmed by a majority vote of the Board.
10. **RULES OF ORDER.** All business shall be transacted in accordance with the latest edition of Roberts Rules of Order.
11. **FUNDING.** The activities of the board shall be jointly funded by the participating governments. The formula for determining the amount of funds due from each participating government shall be determined by adding the population of the entire county as established by the last federal decennial census to the populations of each city (or portion of each city within Carter County) as determined by the last federal decennial census, or special census, and then determining the percentage that the population of each governmental entity bears to the total amount. The Board may accept and expend donations, grants and payments from persons and entities other than the participating governments. The Board is authorized to transfer or to donate funds from participating governments or outside sources to other public or nonprofit entities within the county to be used for economic or industrial development purposes.
12. **BUDGET.** An annual budget to fund the activities of the Board shall be recommended by the Executive Committee to the Board, which shall adopt a budget before April 1 of each year. The funding formula established herein shall then be applied to the total amount budgeted by the Board as the participating governments' contributions for the ensuing fiscal year. The budget and a statement of the amount due from each participating government shall be immediately filed with the appropriate officer of each participating government. In the event a participating government does not fully fund its contribution, the Board may establish and impose such sanctions or conditions as it deems proper.
13. **MODIFICATION.** This Agreement may be amended or modified upon agreement of the governing bodies of the parties to the agreement. Any such modification must be in writing.
14. **OTHER AGREEMENTS.** Nothing contained in this Agreement shall prohibit or restrict any of the parties from entering into other interlocal agreements as provided by law.

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15. EFFECTIVE DATE AND DURATION. This Agreement shall become effective upon approval by each of the legislative bodies of the participating governments, and upon execution of the Agreement by the authorized officials representing each. This Agreement shall remain in effect until terminated, replaced or amended by the participating governments.

16. APPROVAL. By executing this Agreement, each official below signifies to the other participants that this Agreement has been lawfully approved by the participating governing body which that official represents.

IN WITNESS WHEREOF, the parties hereto have executed, or have caused to be executed, this Agreement, following approval by the appropriate legislative body of each party.

Carter County, Tennessee

BY:

\_\_\_\_\_  
Date Approved by Legislative Body

\_\_\_\_\_  
Russell Barnett, Mayor

\_\_\_\_\_  
Date Signed

City of Elizabethton, Tennessee

BY:

\_\_\_\_\_  
Date Approved by Legislative Body

\_\_\_\_\_  
Curt Alexander, Mayor

\_\_\_\_\_  
Date Signed

City of Johnson City, Tennessee

BY:

\_\_\_\_\_  
Date Approved by Legislative Body

\_\_\_\_\_  
Jenny Brock, Mayor

\_\_\_\_\_  
Date Signed

City of Watauga, Tennessee

BY:

\_\_\_\_\_  
Date Approved by Legislative Body

\_\_\_\_\_  
Delisa LaFleur, Mayor

\_\_\_\_\_  
Date Signed

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Carter County						
General Fund #101						
Fiscal Year Ending June 30, 2019						
Budget Amendment #11						
May 20, 2019						
<b>Item #1</b>	51600-435	Office Supplies		0.00	300.00	Decrease
	51600-524	In-Service/Staff Development		300.00	0.00	Increase
	51600-499	Other Supplies and Materials		0.00	200.00	Decrease
	51600-719	Office Equipment		200.00	0.00	Increase
<i>Reallocate funds within Register's budget</i>						
<b>Item #2</b>	51800-707	Building Improvements		2,000.00	0.00	Increase
	34585-001	Restricted for Capital Projects		0.00	2,000.00	Decrease
<i>To allocate assigned fund balance for installation of a rear door in the Chancery Court Clerk's office</i>						
<b>Item #3</b>	51500-709	Data Processing Equipment		1,837.02	0.00	Increase
	46980	Other State Grants		0.00	1,837.02	Increase
<i>To recognize state grant funds for purchase of computer equipment for Election Office</i>						
<b>Item #4</b>	53400-719	Office Equipment		0.00	1,000.00	Decrease
	53400-435	Office Supplies		1,000.00	0.00	Increase
<i>To reallocate funds within chancery court budget</i>						
<b>Item #5</b>	57100-334	Maintenance Agreements		0.00	1,500.00	Decrease
	57100-351	Rentals		1,500.00	0.00	Increase
	57100-425	Gasoline		150.00	0.00	Increase
	57100-435	Office Supplies		600.00	0.00	Increase
	57100-434	Natural Gas		1,150.00	0.00	Increase
	57100-452	Utilities		0.00	1,150.00	Decrease
	57100-454	Water and Sewer		275.00	0.00	Increase
	57100-599	Other Charges		216.00	0.00	Increase
	57100-719	Office Equipment		0.00	1,241.00	Decrease
<i>To reallocate funds within Agricultural Extension Service budget</i>						
<b>Item #6</b>	46290	Other Public Safety Grants		0.00	8,010.00	Increase
	34520-001	Restricted for Courthouse Security		0.00	890.00	Decrease
	53920-790	Other Equipment		8,900.00	0.00	Increase
<i>To recognize additional grant and matching funds for additions to courtroom security project</i>						

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Item #7	53900-194	Jury and Witness Fees		0.00	2,600.00	Decrease
	53900-332	Legal Notices, Recording, and Court Costs		200.00	0.00	Increase
	53900-499	Other Supplies and Materials		2,400.00	0.00	Increase
<i>To reallocate funds within the Other Administration of Justice category</i>						
Item #8	48610	Donations		0.00	1,000.00	Increase
	55120-401	Animal Food and Supplies		1,000.00	0.00	Increase
<i>To appropriate donations to the animal shelter</i>						
Item #9	48130	Contributions		1,550.00	0.00	Decrease
	48610	Donations		0.00	1,550.00	Increase
<i>To correct account number used in budget amendment #4</i>						
Item #10	49800	Transfers In		62,914.00	0.00	Decrease
	51800-707-060	Building Improvements		0.00	62,914.00	Decrease
<i>To reverse budget amendment #8 (item 2); funds were retained in the Health Department Fund #117 budget</i>						
Item #11	46990	Other State Revenue		0.00	100.00	Increase
	54110-435	Office Supplies		100.00	0.00	Increase
<i>To appropriate funds received from the state for confiscation of driver license</i>						
Item #12	47990	Other Direct Federal Revenue		0.00	4,042.94	Increase
	54110-716	Law Enforcement Equipment		4,042.94	0.00	Increase
<i>To recognize reimbursement from ICAC for equipment purchase</i>						
Item #13	44570	Contributions and Gifts		0.00	4,500.00	Increase
	54110-716	Law Enforcement Equipment		4,500.00	0.00	Increase
<i>To appropriate revenue from calendar sales</i>						

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Item #14	34525-003	Restricted for Sexual Offender Registration Fees	0.00	7,900.00	Decrease
	54110-719	Office Equipment	7,900.00	0.00	Increase
<i>To allocated restricted fund balance to purchase computer equipment for ICAC setup</i>					
Item #15	54110-707	Building Improvements	0.00	11,833.00	Decrease
	54110-718	Motor Vehicles	11,833.00	0.00	Increase
<i>To reallocate funds within the Sheriff's Department budget to equip SRO vehicle</i>					
Item #16	51100-399	Other Contracted Services (cemetary roads)	6,000.00	0.00	Increase
	51100-499	Other Supplies and Materials	150.00	0.00	Increase
	51100-524	In-Service/Staff Development	200.00	0.00	Increase
	58900-506	Liability Insurance	0.00	6,350.00	Decrease
<i>To reallocate funds between the County Commission's budget and the Miscellaneous budget</i>					
Item #17	51800-166	Custodians	0.00	12,000.00	Decrease
	51800-207	Medical Insurance	0.00	1,400.00	Decrease
	51800-322	Evaluation and Testing	500.00	0.00	Increase
	51800-336	Maintenance and Repair Service - Equip.	18,500.00	0.00	Increase
	58900-506	Liability Insurance	0.00	5,600.00	Decrease
<i>To reallocate funds within the County Building budget and between the Miscellaneous category</i>					
Item #18	52100-207	Medical Insurance	0.00	2,200.00	Decrease
	52100-348	Postage	1,000.00	0.00	Increase
	52100-351	Rentals	700.00	0.00	Increase
	52100-435	Office Supplies	500.00	0.00	Increase
<i>To reallocate funds within the Finance Department budget</i>					
Item #19	52500-348	Postage	1,200.00	0.00	Increase
	52500-334	Maintenance Agreements	0.00	2,000.00	Decrease
	52500-351	Rentals	600.00	0.00	Increase
	52500-524	In-Service/Staff Development	200.00	0.00	Increase
<i>To reallocate funds within the County Clerk's budget</i>					
Item #20	51300-189	Other Salaries and Wages	0.00	2,377.00	Decrease
	51300-332	Legal Notices, Recording, and Court Costs	200.00	0.00	Increase
	51300-351	Rentals	1,700.00	0.00	Increase
	51300-531	Access Fees	25.00	0.00	Increase
	51300-711	Furniture and Fixtures	450.00	0.00	Increase
	51300-719	Office Equipment	2.00	0.00	Increase
<i>To reallocate funds within the Mayor's budget</i>					

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Item #21	51500-207	Medical Insurance		0.00	150.00	Decrease	
	51500-437	Periodicals		150.00	0.00	Increase	
<i>To reallocate funds within the Election office budget</i>							
Item #22	51720-207	Medical Insurance		0.00	1,150.00	Decrease	
	51720-208	Dental Insurance		100.00	0.00	Increase	
	51720-361	Permits		150.00	0.00	Increase	
	51720-362	Penalties		650.00	0.00	Increase	
	51720-524	In-Service/Staff Development		200.00	0.00	Increase	
	51720-599	Other Charges		50.00	0.00	Increase	
	<i>To reallocate funds within the Planning Department budget</i>						
Item #23	52400-206	Life Insurance		30.00	0.00	Increase	
	52400-207	Medical Insurance		0.00	30.00	Decrease	
<i>To reallocate funds within the Trustee's budget</i>							
Item #24	54610-210	Unemployment Compensation		20.00	0.00	Increase	
	54610-307	Communication		0.00	470.00	Decrease	
	54610-338	Maintenance & Repair - Vehicles		100.00	0.00	Increase	
	54610-413	Drugs and Medical Supplies		2,200.00	0.00	Increase	
	54610-425	Gasoline		250.00	0.00	Increase	
	54610-499	Other Supplies and Materials		0.00	2,100.00	Decrease	
	<i>To reallocate funds within the County Coroner's budget</i>						
Item #25	53100-162	Clerical Personnel		0.00	80,000.00	Decrease	
	53100-169	Part-Time Personnel		80,000.00	0.00	Increase	
	53100-320	Dues and Memberships		100.00	0.00	Increase	
	53100-332	Legal Notices, Recording, and Court Costs		0.00	100.00	Decrease	
	53100-361	Permits		100.00	0.00	Increase	
	53100-435	Office Supplies		0.00	400.00	Decrease	
	53100-499	Other Supplies and Materials		300.00	0.00	Increase	
	53100-524	In-Service/Staff Development		250.00	0.00	Increase	
	53100-711	Furniture and Fixtures		1,300.00	0.00	Increase	
	53100-719	Office Equipment		0.00	1,550.00	Decrease	
	<i>To reallocate funds within the Circuit Court Clerk's budget</i>						
	Item #26	55120-333	Licenses		16.00	0.00	Increase
55120-357		Veterinary Services		19,000.00	0.00	Increase	
55120-399		Other Contracted Services		0.00	7,000.00	Decrease	
55120-413		Drugs and Medical Supplies		0.00	5,000.00	Decrease	
55120-434		Natural Gas		0.00	7,000.00	Decrease	
55120-442		Propane Gas		900.00	0.00	Increase	
55120-499		Other Supplies and Materials		0.00	916.00	Decrease	
<i>To reallocate funds within the Animal Shelter budget</i>							

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Item #27	54110-187	Overtime Pay		8,000.00	0.00	Increase	
	54110-207	Medical Insurance		0.00	14,600.00	Decrease	
	54110-336	Maintenance & Repair - Buildings		100.00	0.00	Increase	
	54110-338	Maintenance & Repair - Vehicles		0.00	1,200.00	Decrease	
	54110-354	Transportation - Other Than State		4,800.00	0.00	Increase	
	54110-458	Vehicle Parts		1,200.00	0.00	Increase	
	54110-599	Other Charges		800.00	0.00	Increase	
	54110-719	Office Equipment		800.00	0.00	Increase	
<i>To reallocate funds within Sheriff's Department budget</i>							
Item #28	55900-499	Other Supplies and Materials		500.00	0.00	Increase	
	34530-003	Restricted for Tobacco Grant		0.00	500.00	Decrease	
<i>To allocate funds from Tobacco grant reserve</i>							
Item #29	54210-169	Part-Time Personnel		11,000.00	0.00	Increase	
	54210-187	Overtime Pay		20,000.00	0.00	Increase	
	54210-207	Medical Insurance		0.00	28,600.00	Decrease	
	54210-309	Contracts With Government Agencies		3,350.00	0.00	Increase	
	54210-340	Medical and Dental Services		17,000.00	0.00	Increase	
	54210-413	Drugs and Medical Supplies		0.00	1,000.00	Decrease	
	54210-418	Equipment and Machinery Parts		300.00	0.00	Increase	
	54210-431	Law Enforcement Supplies		3,600.00	0.00	Increase	
	54210-524	In-Service/Staff Development		1,900.00	0.00	Increase	
	58900-506	Liability Insurance		0.00	26,750.00	Decrease	
	<i>To reallocate funds within Jail budget and between the Miscellaneous category and the Jail</i>						
	Item #30	54240-207	Medical Insurance		0.00	150.00	Decrease
54240-340		Medical and Dental Services		150.00	0.00	Increase	
<i>To reallocate funds within Juvenile Services budget</i>							
Item #31	54510-355	Travel		0.00	900.00	Decrease	
	54510-399	Other Contracted Services		0.00	320.00	Decrease	
	54510-435	Office Supplies		0.00	180.00	Decrease	
	54510-719	Office Equipment		1,400.00	0.00	Increase	
<i>To reallocate funds within Inspection and Regulation budget</i>							

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Item #32	64000-160	Guards				
	64000-196	In-Service Training		0.00	7,144.75	Decrease
	64000-201	Social Security		0.00	1,500.00	Decrease
	64000-206	Life Insurance		0.00	1,432.75	Decrease
	64000-207	Medical Insurance		0.00	36.00	Decrease
	64000-210	Unemployment Compensation		0.00	235.20	Decrease
	64000-212	Employer Medicare		0.00	228.80	Decrease
	64000-336	Maintenance and Repair - Equipment		0.00	335.08	Decrease
	64000-338	Maintenance and Repair - Vehicles		0.00	3,000.00	Decrease
	64000-355	Travel		2,700.00	0.00	Increase
	64000-429	Instructional Supplies and Materials		902.36	0.00	Increase
	64000-453	Vehicle Parts		4,670.00	0.00	Increase
	64000-499	Other Supplies and Materials		11,798.59	0.00	Increase
	64000-524	In-Service/Staff Development		0.00	2,795.88	Decrease
	64000-599	Other Charges		315.00	0.00	Increase
	46430	Litter Program		0.00	1,292.85	Decrease
	<i>To reallocate funds within the Litter Grant category and recognize additional grant funds</i>					
				Total	346,746.91	346,746.91
				From Fund Balance		11,290.00
				From Unassigned Fund Balance		0.00

Carter County						
Solid Waste/Sanitation Fund 116						
Fiscal Year Ending June 30, 2019						
Budget Amendment #6						
May 20, 2019						
Item #1	55732-351	Rentals				
	39000	Unassigned Fund Balance		2,000.00	0.00	Increase
				0.00	2,900.00	Decrease
<i>To allocate fund balance for rental of a Skid Steer to be used for the Roan Mountain Convenience Center</i>						
Item #2	55732-207	Medical Insurance		0.00	7,689.95	Decrease
	55732-452	Utilities		36.00	0.00	Increase
	55751-207	Medical Insurance		0.00	207.12	Decrease
	55751-336	Maintenance and Repair - Equipment		0.00	950.00	Decrease
	55751-418	Equipment and Machinery Parts		450.00	0.00	Increase
	55751-435	Office Supplies		50.00	0.00	Increase
	55751-719	Office Equipment		450.00	0.00	Increase
	55754-207	Medical Insurance		0.00	8,799.82	Decrease
	55754-208	Dental Insurance		19.60	0.00	Increase
	55754-320	Dues and Memberships		100.00	0.00	Increase
	55754-338	Maintenance and Repair - Vehicles		0.00	300.00	Decrease
	55754-347	Pest Control		125.00	0.00	Increase
	55754-348	Postage		100.00	0.00	Increase
	55754-355	Travel		0.00	1,181.00	Decrease
	55754-361	Permits		6,000.00	0.00	Increase
	55754-409	Crushed Stone		1,200.00	0.00	Increase
	55754-410	Custodial Supplies		650.00	0.00	Increase
	55754-412	Diesel Fuel		12,000.00	0.00	Increase
	55754-416	Equipment Parts - Heavy		6,000.00	0.00	Increase
	55754-418	Equipment and Machinery Parts		2,500.00	0.00	Increase
	55754-424	Garage Supplies		850.00	0.00	Increase
	55754-425	Gasoline		700.00	0.00	Increase
	55754-453	Vehicle Parts		950.00	0.00	Increase
	55754-454	Water and Sewer		400.00	0.00	Increase
	55754-462	Wire		25.00	0.00	Increase
	55754-468	Chemicals		100.00	0.00	Increase
	55754-499	Other Supplies and Materials		0.00	4,000.00	Decrease
	55754-524	In-Service/Staff Development		1,181.00	0.00	Increase
	55754-599	Other Charges		0.00	8,500.00	Decrease
	39000	Unassigned Fund Balance		0.00	2,258.71	Decrease
<i>To allocate between and within Solid Waste categories and appropriate fund balance</i>						
				Total	35,886.60	35,886.60
				From Fund Balance		4,258.71

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Carter County						
Drug Control Fund #122						
Fiscal Year Ending June 30, 2019						
Budget Amendment #7						
May 20, 2019						
Item #1	48610	Donations		0.00	742.60	Increase
	54110-401	Animal Food and Supplies		742.60	0.00	Increase
<i>To appropriate donations</i>						
				Total	742.60	742.60
				From Fund Balance		0.00



Carter County						
General Purpose School Fund #141						
Fiscal Year Ending June 30, 2019						
Budget Amendment #9						
May 20, 2019						
Item #1	44570-956	Contributions and Gifts		0.00	100.00	Increase
	73300-599-956	Other Charges		100.00	0.00	Increase
<i>To allocate donation for Homeless Students</i>						
Item #2	73400-189	Other Salaries and Wages		0.00	164.37	Decrease
	73400-195	Certified Substitute Teachers		0.00	588.42	Decrease
	73400-201-101	Social Security		39.18	0.00	Increase
	73400-206	Life Insurance		0.00	3.80	Decrease
	73400-307	Communication		0.00	30.00	Decrease
	73400-355	Travel		0.00	130.75	Decrease
	73400-399	Other Contracted Services		150.00	0.00	Increase
	73400-429	Instructional Supplies and Materials		1,266.78	0.00	Increase
	73400-524	In-service/Staff Development		0.00	13.09	Decrease
	73400-599	Other Charges		0.00	525.53	Decrease
<i>To reallocate funds in the Early Childhood Education Program</i>						
Item #3	72620-307	Communication		1,200.00	0.00	Increase
	72620-329	Laundry Service		0.00	4,951.00	Decrease
	72620-335	Maintenance and Repair - Buildings		13,051.00	0.00	Increase
	72620-351	Rentals		1,000.00	0.00	Increase
	72620-399	Other Contracted Services		0.00	20,000.00	Decrease
	72620-454	Water and Sewer		5,000.00	0.00	Increase
	72620-468	Chemicals		1,100.00	0.00	Increase
	72620-599	Other Charges		3,600.00	0.00	Increase
<i>To reallocate funds within the Maintenance Department's budget</i>						
Item #4	72620-790	Other Equipment		9,994.20	0.00	Increase
	39000	Unassigned Fund Balance		0.00	9,994.20	Decrease
<i>To allocate fund balance to the Maintenance Department's budget to purchase a floor care machine (Unaka) and mower (UHS baseball field).</i>						
Item #5	72610-347	Pest Control		7,000.00	0.00	Increase
	72620-347	Pest Control		0.00	7,000.00	Decrease
<i>To reclassify budget for Pest Control from Maintenance of Plant to Operation of Plant.</i>						

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<b>Item #6</b>	72620-161	Secretary(s)		403.63	0.00	Increase
	72620-204	Pensions		359.19	0.00	Increase
	72620-207	Medical Insurance		1,318.00	0.00	Increase
	72620-208	Dental Insurance		113.46	0.00	Increase
	72610-166	Custodians		0.00	2,194.48	Decrease
<i>To reallocate funds to Maintenance of Plant from Operation of Plant. Increase per salary scale was not fully included in the original budget. Benefits were underestimated in the original budget.</i>						
<b>Item #7</b>	46590	Other State Education Funds		1,305.00	0.00	Decrease
	72210-196	In-service Training		0.00	1,305.00	Decrease
<i>To adjust for decrease in state program funds: Additional Targeted Support and Improvement program.</i>						
<b>Item #8</b>	72120-105-591	Supervisor/Director		0.00	2,182.00	Decrease
	72120-201-591	Social Security		0.00	25.00	Decrease
	72120-204-591	Pensions		0.00	344.00	Decrease
	72120-207-591	Medical Insurance		811.00	0.00	Increase
	72120-208-591	Dental Insurance		14.00	0.00	Increase
	72120-212-591	Employer Medicare		0.00	34.00	Decrease
	72120-355-591	Travel		300.00	0.00	Increase
	72120-499-591	Other Supplies and Materials		960.00	0.00	Increase
	72120-599-591	In-service Training		500.00	0.00	Increase
<i>To reallocate funds within Coordinated School Health budget per ePlan.</i>						
<b>Item #9</b>	49700	Insurance Recovery		0.00	69,716.13	Increase
	76100-799	Other Capital Outlay		69,716.13	0.00	Increase
<i>To recognize insurance received for flooding damage at HVHS baseball field.</i>						
<b>Item #10</b>	76100-304-900	Architects		7,500.00	0.00	Increase
	40210-900	Local Option Sales Tax (Capital Outlay)		0.00	7,500.00	Increase
<i>To allocate funds for architect fees on construction of handicap ramp @ HVMS</i>						

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Carter County						
Central Cafeteria Fund #143						
Fiscal Year Ending June 30, 2019						
Budget Amendment #3						
May 20, 2019						
Item #1	73100-719	Food Service Equipment		155,565.68	0.00	Increase
	39000	Unassigned Fund Balance		0.00	155,565.68	Decrease
<i>To allocate fund balance to purchase food service equipment.</i>						
				Total	155,565.68	155,565.68
				From Fund Balance	155,565.68	

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Carter County						
School Federal Projects Fund #142						
Fiscal Year Ending June 30, 2019						
Budget Amendment #5						
May 20, 2019						
Item #1	72220-399-901	Other Contracted Services		64,000.00	0.00	Increase
	72220-524-901	In-service/Staff Development		0.00	14,000.00	Decrease
	71200-499-901	Other Supplies and Materials		0.00	20,000.00	Decrease
	71200-725-901	Special Education Equipment		0.00	30,000.00	Decrease
<i>To recognize budget revision for IDEA Part-B</i>						
Item #2	71100-116-140	Teachers		420.00	0.00	Increase
	71100-201-140	Social Security		0.00	342.04	Decrease
	71100-204-140	Pensions		0.00	360.14	Decrease
	71100-212-140	Medicare		0.00	78.09	Decrease
	71100-429-140	Instructional Supplies and Materials		0.00	249.96	Decrease
	72210-162-140	Clerical Personnel		0.00	420.00	Decrease
	72210-201-140	Social Security		349.96	0.00	Increase
	72210-204-140	Pensions		593.86	0.00	Increase
	72210-212-140	Medicare		81.91	0.00	Increase
	72710-201-140	Social Security		1.69	0.00	Increase
	72710-204-140	Pensions		1.80	0.00	Increase
	72710-212-140	Medicare		1.01	0.00	Increase
<i>To recognize amendments to Read to be Ready Summer Grant</i>						
Item #3	71200-163-911	Educational Assistants		0.00	405.00	Decrease
	71200-204-911	Pensions		1,230.00	0.00	Increase
	71200-207-911	Medical Insurance		1,000.00	0.00	Increase
	72710-146-911	Bus Drivers		0.00	900.00	Decrease
	72710-189-911	Other Salaries and Wages		100.00	0.00	Increase
	72710-204-911	Pensions		500.00	0.00	Increase
	72710-212-911	Employer Medicare		300.00	0.00	Increase
	47145-911	IDEA Pre-school		0.00	1,875.00	Increase
<i>To recognize amendments to IDEA-Preschool budget per sPlan</i>						
				Total	68,630.23	68,630.23
				From Fund Balance	0.00	

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## COUNTY ATTORNEY REPORT MAY 2019

### General Litigation update:

1. Charles Carr v. William Tate, et al.  
U.S. District Court for the Eastern District of Tennessee at Greeneville  
2:19-cv-43-TAV-MCLC – (DISMISSED w/o prejudice).
2. Pending Litter violation cases- Carter County Chancery Court. Three Motions for Contempt to be heard May 29, 2019 for properties on which Judgments already obtained. Process service ongoing in eight other cases.

### Other Work performed/ongoing:

1. Research completed and opinions rendered for various county office holders and commissioners as requested.
2. Circuit Court Clerk – Research and assist with property attachment and execution issue.
3. Clerk and Master - Research and assist with sealed court records request issue.
4. County Commission – Research vacancy issues and procedures.
5. Finance Department - Assist with completion of Ebert property tax overpayment issue. Calls, emails and research re: Nationwide 457 Plan issue; Research cooperative purchasing issue; Research and assist with various budget questions and procedures.
6. Highway Department – Completion of ROW acquisition for Locust Winds Drive and recordation of all documents; Completion of ROW acquisition for Big Sandy Road Bridge replacement and recordation of all documents; Title research and draft of all documents for ROW acquisition for Powder Branch Road Bridge project.
7. Planning Department – Assistance provided and meeting with Director and others re: zoning issue on Bob Little Road; Continued work on active litter cases; research budget questions.
8. Mayor's office – Assist with indigent burial/ unclaimed remains issue with local hospital and funeral homes.
9. Financial Management Committee – Review of Contract and Draft of Resolution to approve Sourcewell Cooperative purchasing agreement.
10. Joint Economic Community Development Board – Attended meeting; Revise Interlocal Agreement and disseminate for approval by all entities.
11. Budget Committee – Attended Committee meeting; research and assist with budget timeline and open meetings act issues.
12. Education/Landfill Committees – Draft of Joint Resolution honoring Hampton CAD class instructor and students.
13. Sheriff's Office – Continued assistance to finalize and approve Securus contract; Assist with inmate healthcare contractual issues.
14. Highway Committee – Attended committee meeting.
15. Health and Welfare Committee- Attended committee meeting; Draft of Sick Leave Bank Policy; Draft of EMS Week Resolution.
16. Health Department – Research and draft of cleaning service contract.
17. Buildings and Grounds Committee – Attended Committee meeting.
18. Rules and Bylaws Committee - Attended committee meeting.

