

The Union County Commission met in Regular Meeting at 7:00 P.M. on Monday, October 24, 2022 at the Union County Courthouse. The Honorable Jason Bailey, County Chairman, Presiding. A quorum being present, Union County Commission was duly opened at 7:00 P.M.

The Agenda for October 24, 2022 is as follows:

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Announcements: (if any)
6. Approve List for Public Comments
7. Approve Minutes of – September 26, 2022 Regular Meeting
8. Approve Notaries: (if any)
9. Judge Travis Patterson-Administrative Assistant
10. County Mayor’s Report – Mayor Jason Bailey
11. County Sheriff’s Report – Sheriff Breeding
12. Melissa Brown, Director of Finance
  - a. Monthly Finance Report – September 2022
  - b. Budget Amendments & Transfers
  - c. Approve/Disapprove Surplus
  - d. Contracts
    - i. ESRI
    - ii. Idemia/COAT
13. Community Reports
  - a. Fire Chiefs Association
  - b. Constable Association
14. April Krauth, Gold Star Memorial
15. Old Business
16. New Business
17. Addendums: (if any)
  - a. David Cox, Road Superintendent – State Bridge Corryton-Luttrell Rd
18. Public Comments
19. Adjourn

1. County Commission was duly opened by Sheriff William F. Breeding, II.
2. **Invocation** by Commissioner Danny Cooke.
3. **Pledge of Allegiance** was led by Commissioner Dawn Flatford.
4. **Roll Call** by Pam Ailor, Union County Clerk. **Commissioners Present:** Lynn Beeler, Mike Boles, Angela Conner-Murphy, Danny Cooke, Bill Cox, Greg Dyer, Linda Effler, Dawn Flatford, Sidney Jessee, Jr., R.L. Jones, Larry Lay, Ashley Mike, Kenny Moore, Gerald Simmons, Eddie Simpson and Cheryl Walker.

**Commissioners Absent:** None

5. **Announcements**

- a. Financial Management Meeting has been rescheduled for November 15 after the Budget Meeting
- b. Budget Training with Ann Dyer will be in November, date to be determined.
- c. Trunk or Treat at the Farmers Market October 31, 2022 4-8 P.M.
- d. Judge Patterson agenda item will be heard after the Notaries.

6. **Public Comments:** There were no Public Comment requests in open meeting on Monday, October 24, 2022.

7. A **Motion** was made by **Sidney Jessee, Jr.** and **Seconded** by **Angela Conner-Murphy** to approve the **Minutes** of September, 26, 2022 Regular Meeting.

County Chairman, Jason Bailey, Called for a Roll Call Vote. **Commissioners Voting For:** Lynn Beeler, Mike Boles, Angela Conner-Murphy, Danny Cooke, Bill Cox, Greg Dyer, Linda Effler, Dawn Flatford, Sidney Jessee, Jr., R.L. Jones, Larry Lay, Ashley Mike, Kenny Moore, Gerald Simmons, Eddie Simpson and Cheryl Walker. **Commissioners Voting Against:** None. **Commissioners Passing:** None. **Motion Carried.**

8. A **Motion** was made by **Dawn Flatford** and **Seconded** by **R.L. Jones** to approve the following **Notaries:** Debra Barnhart, Gail Corum, Melissa Cox, Nancy Diehl, Carolyn Fields, Whitney Goins, Karrie D. Moore, Katelyn Rush and Carol Williams.

County Chairman, Jason Bailey, Called for a Roll Call Vote. **Commissioners Voting For:** Lynn Beeler, Mike Boles, Angela Conner-Murphy, Danny Cooke, Bill Cox, Greg Dyer, Linda Effler, Dawn Flatford, Sidney Jessee, Jr., R.L. Jones, Larry Lay, Ashley Mike, Kenny Moore, Gerald Simmons, Eddie Simpson and Cheryl Walker. **Commissioners Voting Against:** None. **Commissioners Passing:** None. **Motion Carried.**

9. **Judge Travis Patterson – Administrative Assistant**

A **Motion** was made by **Eddie Simpson** and **Seconded** by **Greg Dyer** to move \$29,250.00 from Judge Patterson’s budget for an administrative assistant to add to Youth Service Officer, Samantha Crawford’s, current pay of \$43,410.00 to compensate her for doing both positions. If Samantha Crawford no longer wants to do the administrative assistant position to Judge Patterson, the \$29,250.00 will revert from her salary back into Judge Patterson’s budget for an administrative assistant.

County Chairman, Jason Bailey, Called for a Roll Call Vote. **Commissioners Voting For:** Lynn Beeler, Mike Boles, Angela Conner-Murphy, Danny Cooke, Bill Cox, Greg Dyer, Dawn Flatford, R.L. Jones, Larry Lay, Ashley Mike and Eddie Simpson. **Commissioners Voting Against:** Linda Effler, Sidney Jessee, Jr., Kenny Moore, Gerald Simmons and Cheryl Walker. **Commissioners Passing:** None. **Motion Carried.**

10. County Mayor's Report – Mayor Jason Bailey

**Union County Government  
Public Meetings  
November, 2022**

<u>Date</u>	<u>Board/Committee</u>	<u>Location/Time</u>
8	Beer Board	Small Courtroom/7:00pm
15	Budget Committee	Large Courtroom/6:00pm **New Meeting Time**
28	Planning Commission	Large Courtroom/6:00pm
28	County Commission	Large Courtroom/7:00pm

\*Unless otherwise noted, all meetings are held at the Union County Courthouse.

# Mayor's Report

## October, 2022

# Mayor's Report

## November, 2022

### Grants

#### **In Process: (Mayor's Office)**

- Safe Routes to School (Luttrell Elementary/TDOT)
- Tourism Enhancement Grant (State of TN) - \$75,000
- Community Development Block Grant (CDBG- Fire Truck) - \$253,143
- Fresh Wagon (American Cancer Society) - Partnership with the UC Farmer's Market to provide free food to Union County residents.
- TN Local Parks and Recreation Grant (Luttrell Sports Complex) - \$625,000
- Local Government Grant (State of TN-DAG FY22) - \$341,394
- American Rescue Plan (Federal Government) - \$3.87 Million
- HOME Grant FY21 (US Dept of Housing and TN Housing Dev)- \$500,000
- GIVE Grant (State of TN) - \$1,000,000  
Purchase equipment for the potential TCAT in Union County
- East TN Community Design Center  
Develop/Plan/Design the "Music Wall of Fame" at Heritage Park
- State of TN Appropriations Committee- \$9,000,000  
Funding from the State of TN for a TCAT/Walters State campus near Union County High School
- Appalachian Regional Commission (ARC-Federal Government)- \$80,000  
Study for additional boat ramp, public swimming, public pier, and additional parking at Big Ridge State Park (Blue Mud)
- TN Commission on Aging and Disability- \$8,000  
Upgrades and additional activities for UC Senior Center

#### **Potential:**

- TN Department of Tourism  
Tourism enhancement funds for additional items at Heritage Park
- Bill Dance Signature Lakes (TN Dept of Tourism)  
Norris Lake is named a "Trophy Lake"  
Possible upgrades to Big Ridge Park (Blue Mud)
- Broadband Internet (TEBF & SLFRF- State of TN)  
KUB, PVE, and SCTC to provide broadband to ALL Union County Residents
- Rural Development Grant (USDA)  
New EMS facilities (Maynardville and Sharps Chapel)  
Grant funds along with low interest loans  
May also be used to construct jails

### County Buildings / Property

- Tree Removal for Luttrell Sports Complex

### Capital Project Bids Out or In Process (Completely Funded by Grants)

- Speedwell and Big Ridge Community Centers  
(funds are allocated in ARPA, searching for property)

### Other (attachments)

- Waste Reduction Goal- Solid Waste
- Roll Call Pro Recognition
- Tourism Impact for Union County
- New Middle School Site Plan
- Approved ARPA Allocations
- Total Employee Count for Union County

### Questions or Concerns?



# Attachments

## October, 2022



STATE OF TENNESSEE  
**DEPARTMENT OF ENVIRONMENT AND CONSERVATION**  
Division of Solid Waste Management  
William R. Snodgrass Tennessee Tower  
312 Rosa L. Parks Avenue, 14<sup>th</sup> Floor  
Nashville, Tennessee 37243

September 30, 2022

R.L. Jones, Chair  
Union County Municipal Solid Waste Region  
310 Meadow View Drive  
Maynardville, TN 37807

CERTIFIED MAIL  
#7021 1810 0001 8307 2954  
RETURN RECEIPT

**SUBJECT: State Waste Reduction and Diversion Goal – Union County**

Dear Mr. Jones:

TDEC is pleased to inform you that the Union County Municipal Solid Waste Region achieved the 25% waste reduction diversion goal as presented in Tennessee Code Annotated (TCA) §68-211-861 and Tennessee Solid Waste Processing and Disposal Rule (TN Rule) 0400-11-01-.09.

According to the solid waste diversion data gathered as part of the 2021 Annual Progress Report, the region achieved the 56% diversion rate. The department also received the yearly update to the region's 10-year solid waste plan.

If you should have any questions, please contact Amy Katcher at [Amy.Katcher@tn.gov](mailto:Amy.Katcher@tn.gov) or 423-377-3373.

Sincerely,

A handwritten signature in cursive script that reads "Amy Katcher".

Amy Katcher  
Materials Management Program Manager

cc: The Honorable Jason Bailey, Union County Mayor  
Lora Tharp, Union County Solid Waste Director  
Tim Hendrick, East Tennessee Development District  
Lisa A. Hughey, CHMM, Director, DSWM  
John LeCroy, Regional Director of External Affairs, TDEC

**Jason Bailey**

**From:** Mark Netsch <mark.netsch@openmeetingtech.com>  
**Sent:** Tuesday, October 18, 2022 11:12 AM  
**To:** Jason Bailey  
**Subject:** Union County Board Meetings - Keep up the good work

Mayor Bailey,

We haven't met yet but I wanted to commend you on running excellent board meetings.

I see board meetings across TN and the US and Union County runs excellent meetings. Union County citizens are fortunate that their elected officials are doing such a good job.

<https://www.historicunioncounty.com/video/union-county-commission-october-13-2022>

Sincerely,



**Mark Netsch**  
 Director  
 OpenMeeting Technologies

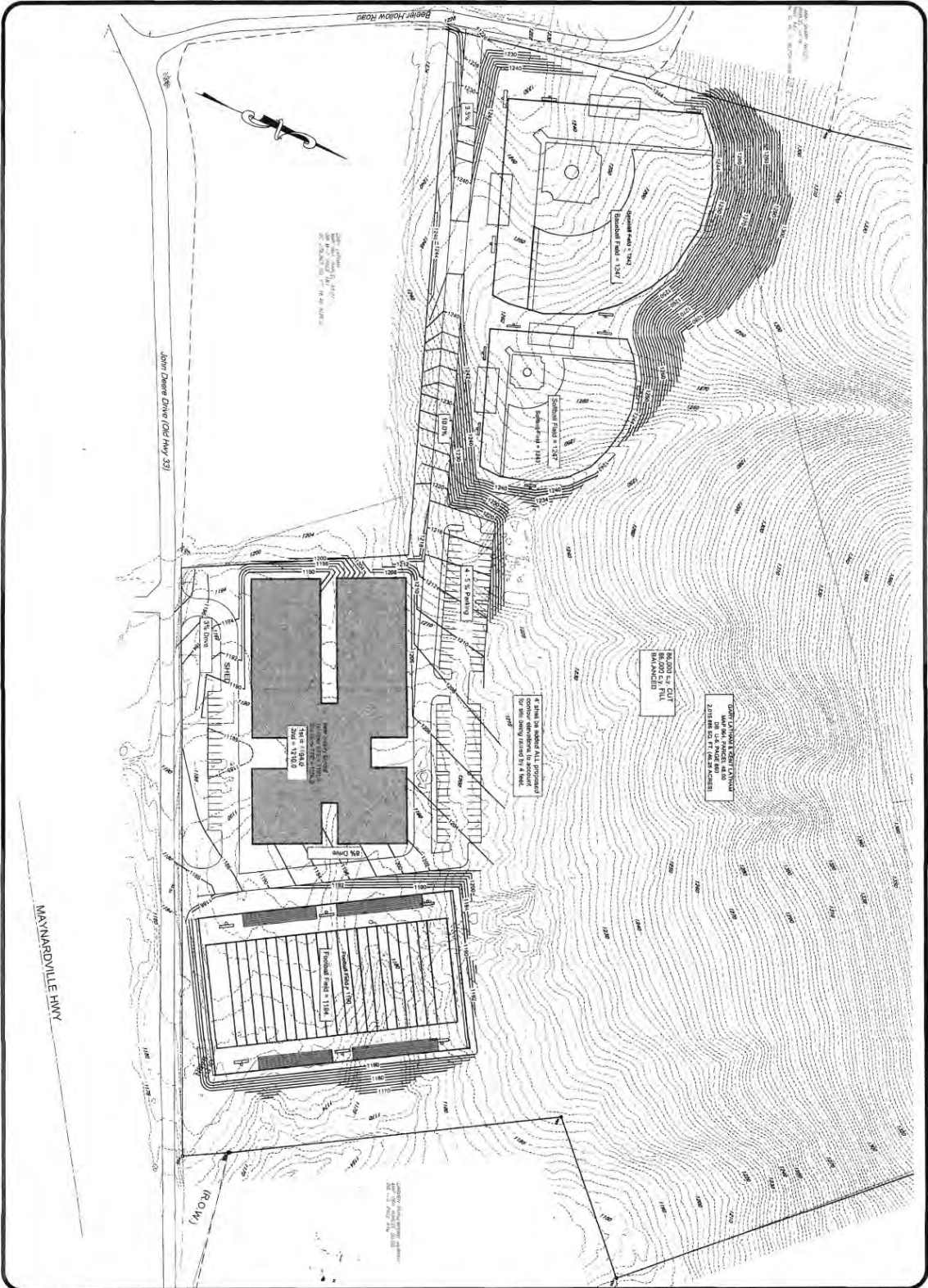
(320) 249-0555 (Main)  
 (320) 248-4942 (Direct)

[OpenMeetingTech.com](http://OpenMeetingTech.com)



See our solution in action

	2020	2021	% CHANGE
<b>TIPTON</b>			
SPENDING (\$ MILLIONS)	\$13.23	\$17.02	28.6%
LODGING	\$2.56	\$3.63	41.5%
FOOD & BEVERAGES	\$3.98	\$4.96	24.8%
RETAIL	\$1.71	\$1.96	14.7%
RECREATION	\$1.19	\$1.56	31.5%
TRANSPORTATION	\$3.79	\$4.90	29.3%
LABOR INCOME (\$ MILLIONS)	\$3.02	\$3.41	13.2%
EMPLOYMENT (THOUSANDS)	14	15	2.7%
STATE TAXES (\$ MILLIONS)	\$0.63	\$0.81	28.2%
LOCAL TAXES (\$ MILLIONS)	\$0.56	\$0.66	17.4%
<b>TROUSDALE</b>			
SPENDING (\$ MILLIONS)	\$6.16	\$7.64	24.2%
LODGING	\$0.29	\$0.26	-8.6%
FOOD & BEVERAGES	\$2.23	\$2.81	26.0%
RETAIL	\$0.96	\$1.20	25.5%
RECREATION	\$0.58	\$0.76	32.6%
TRANSPORTATION	\$2.11	\$2.61	23.8%
LABOR INCOME (\$ MILLIONS)	\$1.40	\$1.52	8.6%
EMPLOYMENT (THOUSANDS)	.06	.06	2.7%
STATE TAXES (\$ MILLIONS)	\$0.24	\$0.30	25.4%
LOCAL TAXES (\$ MILLIONS)	\$0.20	\$0.22	11.8%
<b>UNICOI</b>			
SPENDING (\$ MILLIONS)	\$12.40	\$16.72	34.8%
LODGING	\$2.32	\$3.39	45.7%
FOOD & BEVERAGES	\$4.43	\$5.97	34.8%
RETAIL	\$1.73	\$2.18	26.2%
RECREATION	\$0.76	\$1.12	46.8%
TRANSPORTATION	\$3.15	\$4.06	28.6%
LABOR INCOME (\$ MILLIONS)	\$2.81	\$3.28	16.6%
EMPLOYMENT (THOUSANDS)	13	14	7.0%
STATE TAXES (\$ MILLIONS)	\$0.57	\$0.80	39.0%
LOCAL TAXES (\$ MILLIONS)	\$0.47	\$0.57	22.9%
<b>UNION</b>			
SPENDING (\$ MILLIONS)	\$21.31	\$30.48	43.1%
LODGING	\$6.15	\$9.34	51.9%
FOOD & BEVERAGES	\$4.57	\$6.95	52.2%
RETAIL	\$1.02	\$1.25	23.2%
RECREATION	\$2.30	\$3.54	54.3%
TRANSPORTATION	\$7.28	\$9.40	29.1%
LABOR INCOME (\$ MILLIONS)	\$4.65	\$5.64	21.5%
EMPLOYMENT (THOUSANDS)	.20	.23	14.2%
STATE TAXES (\$ MILLIONS)	\$0.91	\$1.38	51.1%
LOCAL TAXES (\$ MILLIONS)	\$0.67	\$0.89	33.2%



<b>C201</b>	Not For Construction Only	Revision	Drawing Description	Project					
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>No.</th> <th>Date</th> <th>Revision</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	No.	Date	Revision				Site Grading Plan	 <b>LAND DEVELOPMENT SOLUTIONS</b> 310 SIMMONS RD., SUITE K-KNOXVILLE, TENNESSEE 37922 PH: 865-671-2281
No.	Date	Revision							

## Union County ARPA Allocations FY23

<b>ARPA#1 Spending Plan Priority List</b>		
Priority	Item	Cost
1	Broadband	\$2,000,000.00
2	Fire and Rescue	\$300,000.00
3	Maynardville Utilities	\$225,000.00
4	Poll Pads	\$40,000.00
5	Health Department	\$112,500.00
6	EMS Compression System	\$124,000.00
7	ETDD Fee	\$193,966.35
8	Employee Bonuses	\$500,000.00
9	Big Ridge Community Center	\$200,000.00
10	Speedwell Community Center	\$200,000.00
<b>Total Item Cost</b>		<b>\$3,895,466.35</b>
<b>Total ARPA Funding</b>		<b>\$3,879,327.00</b>

County Commission approved the above items on 10-11-22 with the understanding that amounts are estimates. The total amount of \$3,879,327.00 will not be exceeded.

<b>ARPA#2 TDEC Water and Sewer</b>	
Union County's Itemized Expenditure List FY22-23	
Total Funding Amount: \$4,419,395.79	
Item	Cost
City of Luttrell	\$1,179,798.60
Hallsdale-Powell Utility District	\$1,179,798.59
Luttrell-Blaine-Corryton Utility District	\$1,179,798.60
City of Maynardville	\$880,000.00
<b>GRAND TOTAL</b>	<b>\$4,419,395.79</b>

Approved by County Commission 10-11-22.

## COUNTY EMPLOYEE COUNT 10-20-2022

Location	Full Time	Part Time	Elected Official	Total
911	8	5	0	13
Ambulance	17	27	0	44
Highway	17	0	-1	16
County Clerk	7	0	-1	6
Library	4	2	0	6
Clerk and Master	3	0	0	3
Election Commission	2	0	0	2
Finance Office	6	1	0	7
General Sessions Court	4	0	-1	3
General Sessions Juvenile	3	0	-1	2
Health Department	2	0	0	2
Jail	22	4	0	26
Mayor's Office	5	1	-1	5
Property Assessor's	4	0	-1	3
Register of Deeds	2	1	-1	2
Senior Center	2	0	0	2
Sheriff's Department	34	4	-1	37
Soil Conservation	1	0	0	1
Trustee's Office	4	0	-1	3
<b>TOTALS</b>	<b>147</b>	<b>45</b>	<b>-9</b>	<b>183</b>

11. County Sheriff's Report – Sheriff Breeding

**Sheriff's Report – September 2022**

<b>Total Calls for Service:</b>	<b>867</b>
<b>Accidents with Injury:</b>	<b>4</b>
<b>Accidents with Non-Injury:</b>	<b>25</b>
<b>Residential Burglaries:</b>	<b>0</b>
<b>Booked Into Jail:</b>	<b>128</b>
<b>Released from Jail:</b>	<b>106</b>
<b>Current Jail Population:</b>	<b>71</b>

12. Melissa Brown, Director of Finance

a. Monthly Finance Report – September 2022

**DIRECTOR OF FINANCE  
MONTHLY REPORT**

2022-2023	101- General Fund	Beginning Balance	Adjustments	Receipts	Disburse-ments	Commission Transfer	Ending Balance
Oct-21	101-General	\$ 3,966,817.70	\$ 981.99	\$ 645,829.68	\$ 539,114.78	\$ 9,401.03	\$ 4,065,113.56
Nov-21	101-General	\$ 4,065,113.56	\$ 3,093.43	\$ 724,733.40	\$ 559,256.78	\$ 8,926.23	\$ 4,224,757.38
Dec-21	101-General	\$ 4,224,757.38	\$ 647.31	\$ 1,392,776.51	\$ 514,221.63	\$ 23,033.24	\$ 5,080,926.33
Jan-22	101-General	\$ 5,080,926.33	\$ 857.96	\$ 865,984.22	\$ 504,517.17	\$ 11,422.46	\$ 5,431,828.88
Feb-22	101-General	\$ 5,431,828.88	\$ 2,655.95	\$ 1,434,301.38	\$ 551,266.54	\$ 23,927.40	\$ 6,293,592.27
Mar-22	101-General	\$ 6,293,592.27	\$ 1,086.83	\$ 438,679.49	\$ 698,098.78	\$ 5,985.82	\$ 6,029,273.99
Apr-22	101-General	\$ 6,029,273.99	\$ 969.84	\$ 595,140.88	\$ 574,294.44	\$ 6,372.47	\$ 6,044,717.80
May-22	101-General	\$ 6,044,717.80	\$ 1,106.39	\$ 687,936.70	\$ 496,370.65	\$ 6,053.71	\$ 6,231,336.53
Jun-22	101-General	\$ 6,231,336.53	\$ 839.47	\$ 628,747.96	\$ 948,172.23	\$ 5,614.60	\$ 5,907,137.13
Jul-22	101-General	\$ 5,907,137.13	\$ 915.85	\$ 656,037.71	\$ 1,702,769.36	\$ 6,168.84	\$ 4,855,152.49
Aug-22	101-General	\$ 4,855,152.49	\$ 754.05	\$ 369,476.70	\$ 1,039,269.85	\$ 2,668.89	\$ 4,183,444.50
Sep-22	101-General	\$ 4,183,444.50	\$ 1,369.02	\$ 445,167.62	\$ 657,331.71	\$ 5,479.59	\$ 3,967,169.84

2022-2023	118 Ambulance Service	Beginning Balance	Adjustments	Receipts	Disburse-ments	Commission Transfer	Ending Balance
Oct-21	118-Amb. Service	\$ 431,046.56	\$ (1,143.14)	\$ 125,931.64	\$ 126,500.63	\$ 1,755.48	\$ 427,578.95
Nov-21	118-Amb. Service	\$ 427,578.95	\$ (1,468.37)	\$ 176,050.48	\$ 91,968.10	\$ 2,047.47	\$ 508,145.49
Dec-21	118-Amb. Service	\$ 508,145.49	\$ (647.31)	\$ 216,774.01	\$ 165,377.65	\$ 3,601.17	\$ 555,293.37
Jan-22	118-Amb. Service	\$ 555,293.37	\$ (986.56)	\$ 119,721.51	\$ 80,120.19	\$ 1,681.04	\$ 592,227.09
Feb-22	118-Amb. Service	\$ 592,227.09	\$ (1,147.08)	\$ 273,303.87	\$ 99,346.53	\$ 4,172.21	\$ 760,865.14
Mar-22	118-Amb. Service	\$ 760,865.14	\$ (1,086.83)	\$ 101,401.32	\$ 112,783.47	\$ 1,282.63	\$ 747,113.53
Apr-22	118-Amb. Service	\$ 747,113.53	\$ (969.84)	\$ 97,055.05	\$ 106,388.15	\$ 1,072.27	\$ 735,738.32
May-22	118-Amb. Service	\$ 735,738.32	\$ (1,553.36)	\$ 71,464.83	\$ 125,512.46	\$ 753.33	\$ 679,384.00
Jun-22	118-Amb. Service	\$ 679,384.00	\$ (839.47)	\$ 94,213.83	\$ 164,182.13	\$ 907.45	\$ 607,668.78
Jul-22	118-Amb. Service	\$ 607,668.78	\$ (915.85)	\$ 68,049.04	\$ 180,366.49	\$ 707.44	\$ 493,728.04
Aug-22	118-Amb. Service	\$ 493,728.04	\$ (754.05)	\$ 83,085.51	\$ 149,651.64	\$ 853.74	\$ 425,554.12
Sep-22	118-Amb. Service	\$ 425,554.12	\$ (1,369.02)	\$ 112,252.43	\$ 125,406.73	\$ 1,321.03	\$ 409,709.77



**DIRECTOR OF FINANCE  
MONTHLY REPORT**

2022-2023		122- Drug Fund	Beginning Balance	Adjustments	Receipts	Disburse-ments	Commission Transfer	Ending Balance
Oct-21	122-Drug Fund	\$	72,870.72	\$ -	\$ 237.50	\$ 5,154.34	\$ 2.38	\$ 67,951.50
Nov-21	122-Drug Fund	\$	67,951.50	\$ -	\$ 475.00	\$ 2,138.89	\$ 4.76	\$ 66,282.85
Dec-21	122-Drug Fund	\$	66,282.85	\$ -	\$ 510.15	\$ 1,431.20	\$ 5.11	\$ 65,356.69
Jan-22	122-Drug Fund	\$	65,356.69	\$ -	\$ -	\$ 899.75	\$ -	\$ 64,456.94
Feb-22	122-Drug Fund	\$	64,456.94	\$ -	\$ -	\$ 4,951.51	\$ -	\$ 59,505.43
Mar-22	122-Drug Fund	\$	59,505.43	\$ -	\$ 56,231.84	\$ 5,837.20	\$ 9.34	\$ 109,890.73
Apr-22	122-Drug Fund	\$	109,890.73	\$ -	\$ 311.60	\$ 2,403.25	\$ 2.40	\$ 107,796.68
May-22	122-Drug Fund	\$	107,796.68	\$ -	\$ 63.65	\$ 2,068.83	\$ 0.64	\$ 105,790.86
Jun-22	122-Drug Fund	\$	105,790.86	\$ -	\$ 133.55	\$ -	\$ 1.34	\$ 105,923.07
Jul-22	122-Drug Fund	\$	105,923.07	\$ -	\$ 232.75	\$ 154.81	\$ 2.33	\$ 105,998.68
Aug-22	122-Drug Fund	\$	105,998.68	\$ -	\$ 1,939.30	\$ 2,555.96	\$ 0.36	\$ 105,381.66
Sep-22	122-Drug Fund	\$	105,381.66	\$ -	\$ 345.80	\$ 131.04	\$ 3.46	\$ 105,592.96

2022-2023		127-Other General Government Special Revenue	Beginning Balance	Adjustments	Receipts	Disburse-ments	Commission Transfer	Ending Balance
Oct-21	127-Other General Gov Rev	\$	1,939,663.50	\$ -	\$ -	\$ -	\$ -	\$ 1,939,663.50
Nov-21	127-Other General Gov Rev	\$	1,939,663.50	\$ -	\$ -	\$ -	\$ -	\$ 1,939,663.50
Dec-21	127-Other General Gov Rev	\$	1,939,663.50	\$ -	\$ -	\$ -	\$ -	\$ 1,939,663.50
Jan-22	127-Other General Gov Rev	\$	1,939,663.50	\$ -	\$ -	\$ -	\$ -	\$ 1,939,663.50
Feb-22	127-Other General Gov Rev	\$	1,939,663.50	\$ -	\$ -	\$ -	\$ -	\$ 1,939,663.50
Mar-22	127-Other General Gov Rev	\$	1,939,663.50	\$ -	\$ -	\$ -	\$ -	\$ 1,939,663.50
Apr-22	127-Other General Gov Rev	\$	1,939,663.50	\$ -	\$ -	\$ -	\$ -	\$ 1,939,663.50
May-22	127-Other General Gov Rev	\$	1,939,663.50	\$ -	\$ -	\$ -	\$ -	\$ 1,939,663.50
Jun-22	127-Other General Gov Rev	\$	1,939,663.50	\$ -	\$ -	\$ -	\$ -	\$ 1,939,663.50
Jul-22	127-Other General Gov Rev	\$	1,939,663.50	\$ -	\$ -	\$ -	\$ -	\$ 1,939,663.50
Aug-22	127-Other General Gov Rev	\$	1,939,663.50	\$ -	\$ -	\$ -	\$ -	\$ 1,939,663.50
Sep-22	127-Other General Gov Rev	\$	1,939,663.50	\$ -	\$ 1,939,663.50	\$ 225,000.00	\$ -	\$ 3,654,327.00

**DIRECTOR OF FINANCE  
MONTHLY REPORT**

2022-2023		131- Hwy Fund	Beginning Balance	Adjustments	Receipts	Disburse-ments	Commission Transfer	Ending Balance
Oct-21	131-Highway Dept	\$	561,062.15	\$ -	\$ 238,887.57	\$ 159,698.97	\$ 2,709.66	\$ 637,541.09
Nov-21	131-Highway Dept	\$	637,541.09	\$ -	\$ 197,712.95	\$ 93,291.38	\$ 2,171.24	\$ 739,791.42
Dec-21	131-Highway Dept	\$	739,791.42	\$ -	\$ 269,685.60	\$ 104,559.34	\$ 3,647.66	\$ 901,270.02
Jan-22	131-Highway Dept	\$	901,270.02	\$ -	\$ 227,185.54	\$ 94,716.67	\$ 2,587.23	\$ 1,031,151.66
Feb-22	131-Highway Dept	\$	1,031,151.66	\$ -	\$ 272,068.89	\$ 85,946.50	\$ 3,219.23	\$ 1,214,054.82
Mar-22	131-Highway Dept	\$	1,214,054.82	\$ -	\$ 367,555.25	\$ 117,903.92	\$ 1,965.07	\$ 1,461,741.08
Apr-22	131-Highway Dept	\$	1,461,741.08	\$ -	\$ 159,242.70	\$ 236,875.01	\$ 1,651.73	\$ 1,382,457.04
May-22	131-Highway Dept	\$	1,382,457.04	\$ -	\$ 193,732.59	\$ 571,960.02	\$ 1,944.34	\$ 1,002,285.27
Jun-22	131-Highway Dept	\$	1,002,285.27	\$ -	\$ 410,142.44	\$ 399,653.98	\$ 4,098.65	\$ 1,008,675.08
Jul-22	131-Highway Dept	\$	1,008,675.08	\$ -	\$ 213,203.57	\$ 594,859.35	\$ 2,082.62	\$ 624,936.68
Aug-22	131-Highway Dept	\$	624,936.68	\$ -	\$ 179,456.95	\$ 179,894.77	\$ 1,803.81	\$ 622,695.05
Sep-22	131-Highway Dept	\$	622,695.05	\$ -	\$ 193,794.82	\$ 276,675.85	\$ 2,075.04	\$ 537,738.98

2022-2023		151- Debt Service	Beginning Balance	Adjustments	Receipts	Disburse-ments	Commission Transfer	Ending Balance
Oct-21	151- Debt Service	\$	1,993,432.71	\$ (36,111.37)	\$ 76,332.41	\$ -	\$ 1,061.96	\$ 2,032,591.79
Nov-21	151- Debt Service	\$	2,032,591.79	\$ (46,866.06)	\$ 63,648.40	\$ -	\$ 812.77	\$ 2,048,561.36
Dec-21	151- Debt Service	\$	2,048,561.36	\$ (46,865.82)	\$ 126,648.84	\$ -	\$ 2,104.02	\$ 2,126,240.36
Jan-22	151- Debt Service	\$	2,126,240.36	\$ (46,865.59)	\$ 70,846.04	\$ -	\$ 969.13	\$ 2,149,251.68
Feb-22	151- Debt Service	\$	2,149,251.68	\$ (46,865.28)	\$ 404,110.07	\$ -	\$ 1,970.68	\$ 2,504,525.79
Mar-22	151- Debt Service	\$	2,504,525.79	\$ (288,736.85)	\$ 66,272.73	\$ -	\$ 807.54	\$ 2,281,254.13
Apr-22	151- Debt Service	\$	2,281,254.13	\$ (46,862.20)	\$ 69,055.17	\$ -	\$ 744.12	\$ 2,302,702.98
May-22	151- Debt Service	\$	2,302,702.98	\$ (46,852.87)	\$ 55,618.26	\$ -	\$ 586.87	\$ 2,310,881.50
Jun-22	151- Debt Service	\$	2,310,881.50	\$ (48,237.97)	\$ 53,130.87	\$ -	\$ 544.72	\$ 2,315,229.68
Jul-22	151- Debt Service	\$	2,315,229.68	\$ (46,827.86)	\$ 55,328.71	\$ -	\$ 559.41	\$ 2,323,171.12
Aug-22	151- Debt Service	\$	2,323,171.12	\$ (46,805.30)	\$ 56,194.81	\$ -	\$ 569.60	\$ 2,331,991.03
Sep-22	151- Debt Service	\$	2,331,991.03	\$ (32,052.55)	\$ 62,961.95	\$ -	\$ 724.58	\$ 2,362,175.85



**DIRECTOR OF FINANCE  
MONTHLY REPORT**

2022-2023	171- Capital Outlay	Beginning Balance	Adjustments	Receipts	Disburse-ments	Commission Transfer	Ending Balance
Oct-21	171-Capital Outlay	\$ 1,056,176.42	\$ -	\$ 55,162.78	\$ 39,307.73	\$ 1,103.36	\$ 1,070,928.11
Nov-21	171-Capital Outlay	\$ 1,070,928.11	\$ -	\$ 64,335.94	\$ 8,673.93	\$ 730.13	\$ 1,125,859.99
Dec-21	171-Capital Outlay	\$ 1,125,859.99	\$ -	\$ 162,968.98	\$ 45,452.50	\$ 3,259.43	\$ 1,240,117.04
Jan-22	171-Capital Outlay	\$ 1,240,117.04	\$ -	\$ 57,539.81	\$ 68,210.73	\$ 1,150.94	\$ 1,228,295.18
Feb-22	171-Capital Outlay	\$ 1,228,295.18	\$ -	\$ 298,446.95	\$ 44,649.63	\$ 3,530.85	\$ 1,478,561.65
Mar-22	171-Capital Outlay	\$ 1,478,561.65	\$ -	\$ 96,437.36	\$ 16,019.95	\$ 948.91	\$ 1,558,030.15
Apr-22	171-Capital Outlay	\$ 1,558,030.15	\$ -	\$ 60,368.67	\$ 47,656.55	\$ 239.54	\$ 1,570,502.73
May-22	171-Capital Outlay	\$ 1,570,502.73	\$ -	\$ 71,380.71	\$ 243,029.29	\$ 67.60	\$ 1,398,786.55
Jun-22	171-Capital Outlay	\$ 1,398,786.55	\$ -	\$ 824,520.75	\$ 27,663.60	\$ 38.71	\$ 2,195,604.99
Jul-22	171-Capital Outlay	\$ 2,195,604.99	\$ -	\$ 2,443.97	\$ 17,515.29	\$ 48.88	\$ 2,180,484.79
Aug-22	171-Capital Outlay	\$ 2,180,484.79	\$ -	\$ 2,329.87	\$ 52,727.07	\$ 46.59	\$ 2,130,041.00
Sep-22	171-Capital Outlay	\$ 2,130,041.00	\$ -	\$ 23,779.54	\$ 12,057.29	\$ 475.64	\$ 2,141,287.61

2022-2023	172- Community	Beginning Balance	Adjustments	Receipts	Disburse-ments	Commission Transfer	Ending Balance
Oct-21	172-Community	\$ 51,986.07	\$ -	\$ -	\$ -	\$ -	\$ 51,986.07
Nov-21	172-Community	\$ 51,986.07	\$ -	\$ -	\$ 183.33	\$ -	\$ 51,802.74
Dec-21	172-Community	\$ 51,802.74	\$ -	\$ -	\$ -	\$ -	\$ 51,802.74
Jan-22	172-Community	\$ 51,802.74	\$ -	\$ -	\$ -	\$ -	\$ 51,802.74
Feb-22	172-Community	\$ 51,802.74	\$ -	\$ -	\$ -	\$ -	\$ 51,802.74
Mar-22	172-Community	\$ 51,802.74	\$ -	\$ -	\$ -	\$ -	\$ 51,802.74
Apr-22	172-Community	\$ 51,802.74	\$ -	\$ -	\$ 300.00	\$ -	\$ 51,502.74
May-22	172-Community	\$ 51,502.74	\$ -	\$ -	\$ -	\$ -	\$ 51,502.74
Jun-22	172-Community	\$ 51,502.74	\$ -	\$ -	\$ 22.11	\$ -	\$ 51,480.63
Jul-22	172-Community	\$ 51,480.63	\$ -	\$ -	\$ -	\$ -	\$ 51,480.63
Aug-22	172-Community	\$ 51,480.63	\$ -	\$ -	\$ -	\$ -	\$ 51,480.63
Sep-22	172-Community	\$ 51,480.63	\$ -	\$ -	\$ -	\$ -	\$ 51,480.63

**DIRECTOR OF FINANCE  
MONTHLY REPORT**

2022-2023	141- General Fund	Beginning Balance	Adjustments	Receipts	Disburse-ments	Commission Transfer	Ending Balance
Oct-21	141-General	\$ 8,170,972.84	\$ 202,003.59	\$ 2,655,751.33	\$ 2,736,646.35	\$ 9,531.58	\$ 8,282,549.83
Nov-21	141-General	\$ 8,282,549.83	\$ 226,285.89	\$ 2,803,294.60	\$ 2,255,195.88	\$ 7,467.29	\$ 9,049,467.15
Dec-21	141-General	\$ 9,049,467.15	\$ 206,511.89	\$ 3,157,586.58	\$ 2,104,239.59	\$ 19,527.12	\$ 10,289,798.91
Jan-22	141-General	\$ 10,289,798.91	\$ 198,824.13	\$ 2,895,054.24	\$ 2,045,008.11	\$ 9,441.98	\$ 11,329,227.19
Feb-22	141-General	\$ 11,329,227.19	\$ 218,097.12	\$ 3,178,274.90	\$ 2,364,218.62	\$ 19,704.70	\$ 12,341,675.89
Mar-22	141-General	\$ 12,341,675.89	\$ 221,565.77	\$ 2,879,536.87	\$ 2,222,673.10	\$ 7,753.26	\$ 13,212,352.17
Apr-22	141-General	\$ 13,212,352.17	\$ 253,288.20	\$ 2,431,373.07	\$ 2,214,406.95	\$ 5,147.11	\$ 13,677,459.38
May-22	141-General	\$ 13,677,459.38	\$ 209,768.42	\$ 278,684.16	\$ 2,478,920.82	\$ 4,766.37	\$ 11,682,224.77
Jun-22	141-General	\$ 11,682,224.77	\$ 206,882.90	\$ 1,600,980.88	\$ 2,747,678.06	\$ 4,553.80	\$ 10,737,856.69
Jul-22	141-General	\$ 10,737,856.69	\$ 192,566.76	\$ 1,428,617.47	\$ 6,254,149.21	\$ 1,982.02	\$ 6,102,909.69
Aug-22	141-General	\$ 6,102,909.69	\$ (268,866.61)	\$ 4,510,028.40	\$ 2,235,256.13	\$ 16,354.32	\$ 8,092,461.03
Sep-22	141-General	\$ 8,092,461.03	\$ 215,312.32	\$ 3,158,541.68	\$ 2,505,013.54	\$ 6,519.52	\$ 8,954,781.97

2022-2023	142- Federal Fund	Beginning Balance	Adjustments	Receipts	Disburse-ments	Commission Transfer	Ending Balance
Oct-21	142-Federal	\$ 351,249.75	\$ (202,003.59)	\$ 884,693.03	\$ 218,762.66	\$ -	\$ 815,176.53
Nov-21	142-Federal	\$ 815,176.53	\$ (227,843.30)	\$ 635,298.75	\$ 445,191.00	\$ -	\$ 777,440.98
Dec-21	142-Federal	\$ 777,440.98	\$ (206,466.64)	\$ 539,408.50	\$ 219,315.88	\$ -	\$ 891,066.96
Jan-22	142-Federal	\$ 891,066.96	\$ (198,741.21)	\$ 422,312.27	\$ 308,360.19	\$ -	\$ 806,277.83
Feb-22	142-Federal	\$ 806,277.83	\$ (219,523.07)	\$ 481,941.58	\$ 257,452.59	\$ -	\$ 811,243.75
Mar-22	142-Federal	\$ 811,243.75	\$ (221,441.39)	\$ 1,097,094.32	\$ 1,088,567.79	\$ -	\$ 598,328.89
Apr-22	142-Federal	\$ 598,328.89	\$ (253,205.28)	\$ 582,573.12	\$ 216,622.60	\$ -	\$ 711,074.13
May-22	142-Federal	\$ 711,074.13	\$ (209,685.50)	\$ 541,004.29	\$ 320,061.33	\$ -	\$ 722,331.59
Jun-22	142-Federal	\$ 722,331.59	\$ (206,798.94)	\$ 1,500,077.66	\$ 687,999.42	\$ -	\$ 1,327,610.89
Jul-22	142-Federal	\$ 1,327,610.89	\$ (192,474.74)	\$ 95,858.36	\$ 882,802.77	\$ -	\$ 348,191.74
Aug-22	142-Federal	\$ 348,191.74	\$ (222,087.64)	\$ 659,228.13	\$ 145,045.43	\$ -	\$ 640,286.80
Sep-22	142-Federal	\$ 640,286.80	\$ (215,196.76)	\$ 257,715.30	\$ 363,310.58	\$ -	\$ 319,494.76

**DIRECTOR OF FINANCE  
MONTHLY REPORT**

2022-2023							Commission	
	143-Central Cafeteria	Beginning Balance	Adjustments	Receipts	Disburse-ments	Transfer	Ending Balance	
Oct-21	143-Food Service	\$ 613,981.13	\$ -	\$ 321,369.19	\$ 179,085.06	\$ -	\$ 756,265.26	
Nov-21	143-Food Service	\$ 756,265.26	\$ (67.65)	\$ 15,469.23	\$ 167,650.38	\$ -	\$ 604,016.46	
Dec-21	143-Food Service	\$ 604,016.46	\$ (45.25)	\$ 412,104.74	\$ 154,074.02	\$ -	\$ 862,001.93	
Jan-22	143-Food Service	\$ 862,001.93	\$ (82.92)	\$ 150,728.13	\$ 104,733.13	\$ -	\$ 907,914.01	
Feb-22	143-Food Service	\$ 907,914.01	\$ (82.92)	\$ 173,428.79	\$ 138,319.06	\$ -	\$ 942,940.82	
Mar-22	143-Food Service	\$ 942,940.82	\$ (124.38)	\$ 233,032.74	\$ 185,525.73	\$ -	\$ 990,323.45	
Apr-22	143-Food Service	\$ 990,323.45	\$ (82.92)	\$ 322,673.22	\$ 156,501.13	\$ -	\$ 1,156,412.62	
May-22	143-Food Service	\$ 1,156,412.62	\$ (82.92)	\$ 254,208.02	\$ 175,363.23	\$ -	\$ 1,235,174.49	
Jun-22	143-Food Service	\$ 1,235,174.49	\$ 1,318.75	\$ 180,345.39	\$ 92,341.20	\$ -	\$ 1,324,497.43	
Jul-22	143-Food Service	\$ 1,324,497.43	\$ (92.02)	\$ 39,491.95	\$ 91,272.24	\$ -	\$ 1,272,625.12	
Aug-22	143-Food Service	\$ 1,272,625.12	\$ (79.98)	\$ 6,319.69	\$ 132,603.91	\$ -	\$ 1,146,260.92	
Sep-22	143-Food Service	\$ 1,146,260.92	\$ (115.56)	\$ 23,750.71	\$ 195,605.59	\$ -	\$ 974,290.48	

2022-2023							Commission	
	145 - Virtual School Fund	Beginning Balance	Adjustments	Receipts	Disburse-ments	Transfer	Ending Balance	
Oct-21	145- TNVA	\$ 1,668,288.99	\$ -	\$ 1,541,856.24	\$ 1,422,473.01	\$ -	\$ 1,787,672.22	
Nov-21	145- TNVA	\$ 1,787,672.22	\$ -	\$ 1,537,397.00	\$ 1,406,505.00	\$ -	\$ 1,918,564.22	
Dec-21	145- TNVA	\$ 1,918,564.22	\$ -	\$ 1,537,397.00	\$ 1,406,505.00	\$ -	\$ 2,049,456.22	
Jan-22	145- TNVA	\$ 2,049,456.22	\$ -	\$ 1,537,397.00	\$ 1,406,505.00	\$ -	\$ 2,180,348.22	
Feb-22	145- TNVA	\$ 2,180,348.22	\$ -	\$ 1,537,397.00	\$ 1,407,309.08	\$ -	\$ 2,310,436.14	
Mar-22	145- TNVA	\$ 2,310,436.14	\$ -	\$ 3,288,675.51	\$ 2,356.60	\$ -	\$ 5,596,755.05	
Apr-22	145- TNVA	\$ 5,596,755.05	\$ -	\$ 1,537,397.00	\$ 2,813,010.00	\$ -	\$ 4,321,142.05	
May-22	145- TNVA	\$ 4,321,142.05	\$ -	\$ -	\$ 3,106,505.00	\$ -	\$ 1,214,637.05	
Jun-22	145- TNVA	\$ 1,214,637.05	\$ -	\$ 1,537,397.00	\$ -	\$ -	\$ 2,752,034.05	
Jul-22	145- TNVA	\$ 2,752,034.05	\$ -	\$ 918,008.22	\$ 1,420,980.00	\$ -	\$ 2,249,062.27	
Aug-22	145- TNVA	\$ 2,249,062.27	\$ -	\$ 2,033,779.00	\$ 2,249,062.28	\$ -	\$ 2,033,778.99	
Sep-22	145- TNVA	\$ 2,033,778.99	\$ -	\$ 2,033,779.00	\$ 1,881,965.67	\$ -	\$ 2,185,592.32	

**DIRECTOR OF FINANCE  
MONTHLY REPORT**

2022-2023							Commission	
	177-Education Capital Projects	Beginning Balance	Adjustments	Receipts	Disburse-ments	Transfer	Ending Balance	
Oct-21	177-ED CAP Pro	\$ 6,980,448.98	\$ -	\$ -	\$ 76,847.00	\$ -	\$ 6,903,601.98	
Nov-21	177-ED CAP Pro	\$ 6,903,601.98	\$ -	\$ -	\$ 50,468.00	\$ -	\$ 6,853,133.98	
Dec-21	177-ED CAP Pro	\$ 6,853,133.98	\$ -	\$ -	\$ 7,810.00	\$ -	\$ 6,845,323.98	
Jan-22	177-ED CAP Pro	\$ 6,845,323.98	\$ -	\$ -	\$ 130,182.50	\$ -	\$ 6,715,141.48	
Feb-22	177-ED CAP Pro	\$ 6,715,141.48	\$ -	\$ -	\$ 10,237.51	\$ -	\$ 6,704,903.97	
Mar-22	177-ED CAP Pro	\$ 6,704,903.97	\$ -	\$ -	\$ 9,096.00	\$ -	\$ 6,695,807.97	
Apr-22	177-ED CAP Pro	\$ 6,695,807.97	\$ -	\$ -	\$ 8,085.00	\$ -	\$ 6,687,722.97	
May-22	177-ED CAP Pro	\$ 6,687,722.97	\$ -	\$ 2.00	\$ 68,629.00	\$ -	\$ 6,619,095.97	
Jun-22	177-ED CAP Pro	\$ 6,619,095.97	\$ -	\$ 3,531,625.25	\$ 160,615.00	\$ -	\$ 9,990,106.22	
Jul-22	177-ED CAP Pro	\$ 9,990,106.22	\$ -	\$ -	\$ 94,792.95	\$ -	\$ 9,895,313.27	
Aug-22	177-ED CAP Pro	\$ 9,895,313.27	\$ -	\$ -	\$ 60,920.20	\$ -	\$ 9,834,393.07	
Sep-22	177-ED CAP Pro	\$ 9,834,393.07	\$ -	\$ -	\$ 647,187.36	\$ -	\$ 9,187,205.71	



UNION COUNTY GOVERNMENT														REVENUE REPORT		
FOR MONTH ENDING SEPTEMBER 2022																
FUND 101-GENERAL FUND	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	YTD TOTAL	BUDGET	PRCT	
40000 LOCAL TAXES	(13,746)	(134,879)	(272,602)										(421,227)	4,926,118	-9%	
41000 LICENSES AND PERMITS	(4,375)	(30,500)	(6,325)										(41,199)	1,21,152	-17%	
42000 FINES, FORFEITURES AND PENALTIES		15,156	(4,518)										(9,674)	70,236	-14%	
43000 CHARGES FOR CURRENT SERVICES	(7,018)	(11,525)	(13,400)										(32,023)	611,335	-5%	
44000 OTHER LOCAL REVENUES	(7,029)	(17,533)	(10,161)										(34,723)	57,721	-60%	
45000 FEES RECEIVED FROM COUNTY OFFICIALS	(12,435)	(71,620)	(85,896)										(169,951)	781,601	-22%	
46000 STATE OF TENNESSEE	87,529	(109,839)	(43,070)										(105,380)	1,644,972	-6%	
47000 FEDERAL GOVERNMENTS	5,747	(6,484)	(2,116)										(2,853)	54,284	-5%	
49000 OTHER SOURCES															#DIV/0!	
<b>TOTAL GOVERNMENT</b>	<b>8,674</b>	<b>(367,536)</b>	<b>(445,168)</b>										<b>(804,029)</b>	<b>8,268,469</b>	<b>-10%</b>	
FUND 118-AMBULANCE SERVICE	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	YTD TOTAL	BUDGET	PRCT	
40000 LOCAL TAXES	(1,742)	(2,290)	(19,863)										(23,895)	475,932	-5%	
43000 CHARGES FOR CURRENT SERVICES	17,767	(80,795)	(92,390)										(155,418)	1,109,500	-14%	
44000 OTHER LOCAL REVENUES		(424)											(424)		#DIV/0!	
47000 FEDERAL GOVERNMENTS															#DIV/0!	
49000 OTHER SOURCES															#DIV/0!	
<b>TOTAL AMBULANCE SERVICE</b>	<b>15,601</b>	<b>(83,086)</b>	<b>(112,252)</b>										<b>(179,733)</b>	<b>1,585,432</b>	<b>-11%</b>	
FUND 131-HIGHWAY FUND	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	YTD TOTAL	BUDGET	PRCT	
40000 LOCAL TAXES	(1,162)	(1,528)	(14,733)										(17,423)	446,636	-4%	
43000 CHARGES FOR CURRENT SERVICES															#DIV/0!	
44000 OTHER LOCAL REVENUES	(1,215)	(1,666)	(2,341)										(5,422)	18,756	-29%	
46000 STATE OF TENNESSEE		(176,263)	(176,520)										(352,783)	2,796,494	-13%	
49000 OTHER SOURCES	(1,208)												(1,208)	15,206	0%	
<b>TOTAL HIGHWAY FUND</b>	<b>(7,588)</b>	<b>(179,457)</b>	<b>(193,795)</b>										<b>(380,833)</b>	<b>3,261,886</b>	<b>-12%</b>	

UNION COUNTY BOARD OF EDUCATION														REVENUE REPORT		
FOR MONTH ENDING SEPTEMBER 2022																
FUND 141-GENERAL PURPOSE SCHOOLS	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	YTD TOTAL	BUDGET	PRCT	
40000 LOCAL TAXES	(9,371)	(179,246)	(263,096)										(441,713)	4,070,439	-11%	
41000 LICENSES AND PERMITS		(57)	(153)										(210)	1,188	-18%	
43000 CHARGES FOR CURRENT SERVICES	1,443,517	(1,444,542)	(938)										(1,938)	1,629,064	0%	
44000 OTHER LOCAL REVENUES	(7,794)	(233)	(1,911)										(9,938)	11,767	-84%	
46000 STATE OF TENNESSEE	349,075	(2,698,394)	(2,370,151)										(4,698,840)	24,074,826	-20%	
47000 FEDERAL GOVERNMENTS	170,419	(185,939)	(24,664)										(40,165)	147,434	27%	
49000 TRANSFERS IN															#DIV/0!	
<b>TOTAL GENERAL PURPOSE SCHOOLS</b>	<b>1,966,206</b>	<b>(4,308,412)</b>	<b>(2,666,064)</b>										<b>(5,208,270)</b>	<b>29,934,499</b>	<b>-17%</b>	
FUND 148-FOOD SERVICE	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	YTD TOTAL	BUDGET	PRCT	
43000 CHARGES FOR CURRENT SERVICES		(3,185)	(37,751)										(40,936)	98,180	-29%	
44000 OTHER LOCAL REVENUES														1,300	0%	
46000 STATE OF TENNESSEE														17,000	0%	
47000 FEDERAL GOVERNMENTS		(3,135)											(3,135)	1,796,235	0%	
<b>TOTAL FOOD SERVICE</b>		<b>(6,320)</b>	<b>(37,751)</b>										<b>(30,070)</b>	<b>1,908,715</b>	<b>-2%</b>	

UNION COUNTY GOVERNMENT														EXPENDITURE REPORT		
FOR MONTH ENDING SEPTEMBER 2022																
MAJOR FUNCTIONS														YTD		
FUND 101-GENERAL FUND	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	TOTAL	BUDGET	PRCT	
51300 MAYOR	12,621	21,940	15,123										49,684	209,041	24%	
51500 ELECTION COMMISSION	24,514	42,653	11,484										78,651	251,544	31%	
51600 REGISTER OF DEEDS	10,169	17,926	15,215										43,310	201,607	21%	
51800 COUNTY BUILDINGS	154,491	33,519	18,281										206,291	431,656	48%	
51900 GENERAL ADMINISTRATIVE	5,161	5,077	5,244										16,482	122,960	13%	
52100 ACCOUNTING & BUDGET	50,670	37,262	25,473										113,405	411,276	28%	
52300 PROPERTY ASSESSOR	13,776	29,216	17,123										60,115	250,647	24%	
52400 TRUSTEE	15,281	38,853	29,472										83,606	280,568	30%	
52500 COUNTY CLERK	29,230	42,622	30,165										102,017	444,833	23%	
53100 CIRCUIT COURT	41,835	31,889	19,009										92,734	330,301	28%	
53300 SESSIONS COURT	9,704	11,645	10,138										31,487	167,806	19%	
53400 CHANCERY	11,398	29,573	15,407										56,377	200,263	28%	
54110 SHERIFF	134,129	203,950	131,931										470,010	1,916,464	25%	
54120 SPECIAL PATROLS	26,777	58,181	53,514										138,473	477,940	29%	
54210 JAIL	86,483	150,058	108,076										344,620	1,400,042	25%	
54240 JUVENILE SERVICES	5,246	11,082	8,039										24,357	110,306	22%	
54610 MEDICAL EXAMINER		1,900											1,900	50,000	4%	
55110 HEALTH CENTER	15,252	2,718	3,062										21,032	58,500	36%	
55732 CONVENIENCE CENTER	15,250	15,250	22,331										52,831	186,000	28%	
56380 SENIOR CENTER	11,698	11,527	11,977										37,202	126,093	30%	
56500 LIBRARY	7,144	17,168	12,439										36,751	192,782	19%	
<b>TOTAL MAJOR FUNCTIONS</b>	<b>684,065</b>	<b>814,010</b>	<b>563,505</b>										<b>2,061,580</b>	<b>7,820,629</b>	<b>26%</b>	
<b>TOTAL NON-MAJOR FUNCTIONS</b>	<b>110,877</b>	<b>209,718</b>	<b>50,477</b>										<b>371,072</b>	<b>1,261,714</b>	<b>29%</b>	
<b>TOTAL GOVERNMENT</b>	<b>794,942</b>	<b>1,023,727</b>	<b>613,982</b>										<b>2,432,652</b>	<b>9,082,343</b>	<b>27%</b>	
OTHER FUNDS	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	YTD TOTAL	BUDGET	PRCT	
FUND 118-AMBULANCE SERVICE	142,462	141,442	137,949										421,853	1,858,829	23%	
FUND 122-DRUG FUND	2	2,687	3										2,693	57,700	5%	



UNION COUNTY GOVERNMENT															
EXPENDITURE REPORT															
FOR MONTH ENDING SEPTEMBER 2022															
MINOR FUNCTIONS															
FUND 101-GENERAL FUND	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	YTD TOTAL	BUDGET	PRCT
51100 COUNTY COMMISSION	8,612	2,161	6,635										17,408	113,144	15%
51210 EQUALIZATION BOARD	-	-	250										250	800	31%
51220 BEER BOARD	-	444	225										669	1,900	35%
51400 COUNTY ATTORNEY	-	938	1,861										2,798	13,628	21%
51710 PLANNING COMMISSION	540	971	540										2,051	13,322	15%
52900 TRUSTEE COMMISSION	6,169	2,669	5,480										14,317	120,000	12%
53030 VICTIMS ASSESSMENT	-	4,107	210										4,617	20,110	23%
54310 FIRE PREVENTION	25,000	35,000	-										60,000	90,000	67%
54420 RESCUE SQUAD	-	-	15,685										15,685	25,000	63%
54490 OTHER EMERGENCY MGMT	-	-	-										-	152,416	0%
55190 OTHER LOCAL HEALTH	5,644	10,540	6,700										22,883	182,781	13%
55390 APPROPRIATION TO STATE	-	-	-										-	23,500	0%
55710 SANITATION MGMT	799	990	722										2,511	15,300	16%
56700 PARKS AND FAIR BOARDS	260	661	1,077										1,997	62,000	3%
57100 AGRICULTURE EXTENSION	877	19,996	751										21,624	98,506	22%
57300 FOREST SERVICE	-	-	-										-	500	0%
57500 SOIL CONSERVATION	3,384	6,815	4,660										14,859	66,338	22%
58300 VETERAN'S SERVICES	1,513	2,320	1,962										5,795	20,839	28%
58400 OTHER CHARGES-NONPROFIT	-	115,937	-										115,937	133,730	87%
58600 EMPLOYEE BENEFITS	55,407	-	-										55,407	53,290	104%
58801 COVID 19 GRANT #1	-	-	-										-	-	#DIV/0!
58900 MISCELLANEOUS	-	-	-										-	-	#DIV/0!
64000 LITTER AND TRASH COLLECT	2,671	6,270	3,720										12,661	54,610	23%
99100 TRANSFERS OUT	-	-	-										-	-	#DIV/0!
<b>TOTAL</b>	<b>110,877</b>	<b>209,718</b>	<b>50,477</b>										<b>471,072</b>	<b>1,261,714</b>	<b>29%</b>
<b>OTHER FUNDS</b>															
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	YTD TTL	BUDGET	PRCT
FUND 127-OTHER GENERAL GOVERNMENT SPECIAL REVENUE	-	-	225,000										225,000	-	#DIV/0!
FUND 131-HIGHWAY	122,359	312,521	315,934										670,813	3,261,886	21%
FUND 151-DEBT SERVICE	47,387	47,375	32,777										127,539	852,887	15%
FUND 171-COUNTY GENERAL CAPITAL PROJECTS	1,198	780	12,463										14,441	2,697,916	1%
FUND 173-COMMUNITY DEVELOPMENT/INDUSTRIAL PARK	-	-	-										-	-	#DIV/0!

UNION COUNTY SCHOOLS															
EXPENDITURE REPORT															
FOR MONTH ENDING SEPTEMBER 2022															
FUND 141- GP SCHOOLS	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	YTD TOTAL	BUDGET	PRCT
71100-REGULAR INSTRUCTION	17,866	967,453	996,273										1,981,592	13,517,580	15%
71200-SPECIAL EDUC PROG	6,043	147,654	171,117										324,813	2,264,685	14%
71300-VOCATIONAL ED	15,997	103,550	102,740										222,287	1,180,121	19%
72110-ATTENDANCE	47	47	47										141	116,328	0%
72120-HEALTH SERVICES	9,583	15,643	72,921										98,146	441,668	22%
72130-GUIDANCE	94	6,745	76,709										83,548	1,006,008	8%
72210-REGULAR ED SUPPORT	53,964	71,047	80,494										205,505	908,852	23%
72220-SPECIAL ED SUPPORT	48,815	50,732	120,305										219,851	815,292	27%
72230-VOCATIONAL SUPPORT	11,651	12,517	15,280										39,448	167,154	24%
72250-TECHNOLOGY	61,454	74,887	56,969										193,340	659,212	29%
72310-BOARD OF EDUCATION	263,048	21,793	24,411										309,252	511,671	60%
72320-DIRECTOR OF SCHOOLS	16,343	12,614	14,615										43,572	168,772	26%
72410-PRINCIPALS	35,693	188,169	208,220										432,082	2,297,886	19%
72510-FISCAL SERVICES	800	(800)	-										-	261,180	0%
72610-OPERATION OF PLANT	314,597	173,724	347,409										735,729	2,458,673	30%
72620-MAINTENANCE OF PLANT	23,155	45,199	54,449										122,803	424,890	29%
72710-TRANSPORTATION	71,129	89,766	107,151										268,047	1,156,358	23%
73100-FOOD SERVICE	-	-	-										-	-	#DIV/0!
73300-COMMUNITY SERVICES	5,519	12,243	13,000										30,766	50,826	61%
73400-EARLY CHILDHOOD ED	2,787	28,327	37,652										68,766	446,568	15%
82300-DEBT SERVICE	-	-	-										-	383,500	0%
99100-TRANSFERS OUT	-	-	-										-	-	#DIV/0!
<b>TOTAL FUND 141</b>	<b>958,616</b>	<b>2,021,510</b>	<b>2,399,762</b>										<b>5,379,688</b>	<b>29,137,224</b>	<b>18%</b>

UNION COUNTY SCHOOLS															
EXPENDITURE REPORT															
FOR MONTH ENDING SEPTEMBER 2022															
FUND 142-FEDERAL FUNDS	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	YTD TOTAL	BUDGET	PRCT
011-CONSOLIDATED ADMIN	12,245	13,765	6,511										32,521	189,959	17%
101-TITLE I	15,869	62,329	92,117										170,316	1,246,079	14%
201-TITLE II	2,195	8,658	6,656										17,509	162,821	11%
301-TITLE III	-	80	553										633	6,903	9%
401-TITLE IV	-	2,219	2,382										4,600	117,109	4%
501-TITLE V	47	6,781	12,169										18,997	175,788	11%
701-ARF HOMELESS 2.0	-	108	1,449										1,557	-	#DIV/0!
801-CARL PERKINS	641	5,199	9,224										15,064	83,925	18%
901-IDEA	30,966	86,711	99,250										216,928	1,492,473	15%
902-ARF IDEA PART B	-	6,122	6,122										12,243	10,242	120%
911-IDEA PRESCHOOL	-	4,671	4,684										9,355	48,769	19%
912-ARF IDEA PRESCHOOL	-	-	-										-	10,552	0%
920-Fiscal Premonitoring Supports	-	-	8,320										8,320	-	#DIV/0!
931-ESSER	-	-	-										-	-	#DIV/0!
932-CARES Act LEA Reopening	-	-	-										-	-	#DIV/0!
934-ESSER 2.0	12,500	89,794	66,156										168,450	1,228,702	14%
935-ESSER 3.0	16,684	95,482	206,954										319,119	6,689,515	5%
936-ESSER Planning Grant	3,588	3,588	3,382										10,558	-	#DIV/0!
938-TN All Corps Grant	-	-	-										-	-	#DIV/0!
939-Best for All	55,907	-	-										55,907	-	#DIV/0!
940-Epidemiology & Laboratory Capacity (ELC)	-	69,102	31,848										100,950	222,160	45%
940-Participant Literacy Network Grant (HQM)	-	-	-										-	-	#DIV/0!
951-LITERACY NETWORK GRANT	-	-	-										-	-	#DIV/0!
952-LITERACY TRAINING TEACHER STIPEND	-	-	19,282										19,282	-	#DIV/0!
<b>TOTAL FUND 142</b>	<b>150,644</b>	<b>454,609</b>	<b>577,058</b>										<b>1,182,511</b>	<b>11,684,997</b>	<b>10%</b>
<b>FUND 143-CENTRAL CAFETERIA</b>	<b>JUL</b>	<b>AUG</b>	<b>SEP</b>	<b>OCT</b>	<b>NOV</b>	<b>DEC</b>	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>APR</b>	<b>MAY</b>	<b>JUNE</b>	<b>YTD TOTAL</b>	<b>BUDGET</b>	<b>PRCT</b>
7100-FOOD SERVICE	8,171	135,346	254,851										398,367	2,061,140	19%
<b>FUND 145-OTHER ED-TNVA</b>	<b>JUL</b>	<b>AUG</b>	<b>SEP</b>	<b>OCT</b>	<b>NOV</b>	<b>DEC</b>	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>APR</b>	<b>MAY</b>	<b>JUNE</b>	<b>YTD TOTAL</b>	<b>BUDGET</b>	<b>PRCT</b>
VIRTUAL ACADEMY	(805,245)	824,034	1,863,177										1,881,966	20,363,295	9%
<b>FUND 177-CAPITAL PROJECTS</b>	<b>JUL</b>	<b>AUG</b>	<b>SEP</b>	<b>OCT</b>	<b>NOV</b>	<b>DEC</b>	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>APR</b>	<b>MAY</b>	<b>JUNE</b>	<b>YTD TOTAL</b>	<b>BUDGET</b>	<b>PRCT</b>
EDUCATION CAPITAL PROJECTS	7,985	-	512,471										520,457	649,000	80%

b. Budget Amendments & Transfers

UNION COUNTY GOVERNMENT  
 BUDGET TRANSFER REQUEST  
 Submitted to Board of Education October 6, 2022  
 To be submitted to Budget Committee October 18, 2022  
 FUND 141-GENERAL PURPOSE SCHOOL

Function	Obj	COST CENTER	DESCRIPTION	Original/ Amended Budget	Decrease	Increase	Amended Budget
71200	212		Employer Medicare	\$ 24,152.00	\$ (284.00)		\$ 23,868.00
72220	312		Contracts With Private Agencies	\$ 184,482.00		\$ 284.00	\$ 184,766.00
					\$ (284.00)	\$ 284.00	
						\$ -	<b>NET CHANGE</b>

This request is to transfer funding within appropriated budget

				\$ -
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**UNION COUNTY GOVERNMENT  
BUDGET TRANSFER REQUEST**  
Submitted to Board of Education September 8, 2022  
To be submitted to Budget Committee October 18, 2022  
**FUND 141-GENERAL PURPOSE SCHOOL**

Function	Obj	COST CENTER	DESCRIPTION	Original/ Amended Budget	Decrease	Increase	Amended Budget
72220	161		Secretary(s)	\$ 223,898.00		\$ 18,621.00	\$ 242,519.00
72220	189		Other Salaries & Wages	\$ 209,673.00	\$ (39,641.00)		\$ 170,032.00
72220	201		Social Security	\$ 26,943.00	\$ (1,303.00)		\$ 25,640.00
72220	204		State Retirement	\$ 32,648.00	\$ (1,833.00)		\$ 30,815.00
72220	207		Medical Insurance	\$ 21,128.00	\$ (8,848.00)		\$ 12,280.00
72220	212		Employer Medicare	\$ 6,301.00	\$ (305.00)		\$ 5,996.00
72220	312		Contracts With Private Agencies	\$ 145,000.00		\$ 39,482.00	\$ 184,482.00
71200	171		Speech Pathologist	\$ 46,987.00	\$ (46,987.00)		\$ -
71200	163		Educational Assistants	\$ 453,700.00		\$ 35,404.00	\$ 489,104.00
71200	201		Social Security	\$ 103,270.00	\$ (1,215.00)		\$ 102,055.00
71200	204		State Retirement	\$ 129,635.00	\$ (2,304.00)		\$ 127,331.00
71200	205		Employee And Dependent Insurance	\$ 45,763.00		\$ 5,721.00	\$ 51,484.00
71200	206		Life Insurance	\$ 886.00		\$ 43.00	\$ 929.00
71200	207		Medical Insurance	\$ 138,763.00		\$ 3,123.00	\$ 141,886.00
71200	210		Unemployment Compensation	\$ 861.00		\$ 42.00	\$ 903.00
71200	212		Employer Medicare	\$ 24,152.00			\$ 23,868.00
					\$ (102,436.00)	\$ 102,436.00	
						\$ -	<b>NET CHANGE</b>

This request is to transfer funding within appropriated budget

46515		Early Childhood Education	\$ -
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**UNION COUNTY GOVERNMENT  
BUDGET AMENDMENT REQUEST**  
Submitted to Board of Education September 8, 2022  
To be submitted to Budget Committee October 18, 2022  
**FUND 141-General Purpose Schools**

Function	Obj	Cost Center	Description	Original/ Amended Budget	Decrease	Increase	Amended Budget
71100	116		Teachers	\$ 9,639,125.00		\$ 397.51	\$ 9,639,522.51
71100	201		Social Security	\$ 626,817.00		\$ 24.65	\$ 626,841.65
71100	204		State Retirement	\$ -		\$ 35.12	\$ 35.12
71100	210		Unemployment Compensation	\$ 4,116.00		\$ 1.18	\$ 4,117.18
71100	212		Employer Medicare	\$ 146,595.00		\$ 5.77	\$ 146,600.77
72610	166		Custodial Personnel	\$ 1,046,296.00		\$ 174.00	\$ 1,046,470.00
72610	201		Social Security	\$ 64,870.00		\$ 10.79	\$ 64,880.79
72610	204		State Retirement	\$ 67,810.00		\$ 12.16	\$ 67,822.16
72610	210		Unemployment Compensation	\$ 861.00		\$ 0.53	\$ 861.53
72610	212		Employer Medicare	\$ 15,171.00		\$ 2.52	\$ 15,173.52
72710	146		Bus Drivers	\$ 83,686.00		\$ 455.30	\$ 84,141.30
72710	201		Social Security	\$ 11,539.00		\$ 28.23	\$ 11,567.23
72710	204		State Retirement	\$ 8,686.00		\$ 18.91	\$ 8,704.91
72710	210		Unemployment Compensation	\$ 255.00		\$ 1.38	\$ 256.38
72710	212		Employer Medicare	\$ 2,699.00		\$ 6.60	\$ 2,705.60
					\$ -	\$ 1,174.65	
						\$ 1,174.65	<b>NET CHANGE</b>

44170			Miscellaneous Refunds	\$ (1,174.65)
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This budget amendment request is to amend the budget for refunded services by other entities



**UNION COUNTY GOVERNMENT  
BUDGET TRANSFER REQUEST**

Submitted to Board of Education September 8, 2022

To be submitted to Budget Committee October 18, 2022

**FUND 141-GENERAL PURPOSE SCHOOL-Coordinated School Health Family Resource Center**

Function	Obj	COST CENTER	DESCRIPTION	Original/ Amended Budget	Decrease	Increase	Amended Budget
72120	105	CSH	Supervisor/Director			\$ 53,107.00	\$ 53,107.00
72120	162	CSH	Clerical Personnel			\$ 19,995.00	\$ 19,995.00
72120	201	CSH	Social Security			\$ 4,533.00	\$ 4,533.00
72120	204	CSH	State Retirement			\$ 6,013.00	\$ 6,013.00
72120	206	CSH	Life Insurance			\$ 26.00	\$ 26.00
72120	210	CSH	Unemployment Compensation			\$ 25.00	\$ 25.00
72120	212	CSH	Employer Medicare			\$ 1,060.00	\$ 1,060.00
72120	307	CSH	Communication			\$ 1,250.00	\$ 1,250.00
72120	355	CSH	Travel			\$ 1,250.00	\$ 1,250.00
72120	399	CSH	Other Contracted Services			\$ 1,000.00	\$ 1,000.00
72120	499	CSH	Other Supplies And Materials			\$ 1,741.00	\$ 1,741.00
73300	189	FRC	Other Salaries & Wages			\$ 29,611.65	\$ 29,611.65
					\$ -	\$ 119,611.65	

\$ 119,611.65 **NET CHANGE**

46590	CSH	Other State Education Funds	\$ (90,000.00)
46590	FRC	Other State Education Funds	\$ (29,611.65)

\$ (119,611.65)

This amendment is to enter the FY23 Coordinated School Health Grant and Family Resource Center Grant into the budget

**ADOPTED AND APPROVED IN OPEN MEETING, AT MAYNARDVILLE, TENNESSEE, this 24th day of October, 2022**



*Pam Ailor*  
Pam Ailor  
Union County Clerk

*Jason Bailey*  
Jason Bailey, Chairman  
Union County Mayor

Voting Aye	16
Voting Nay	0
Pass	0
Abstain	0

A **Motion** was made by **Dawn Flatford** and **Seconded** by **R.L. Jones** to approve the Budget Amendment for Fund 141 –General Purpose School as presented.

County Chairman Jason Bailey called for a Roll Call Vote. **Commissioners Voting For:** Lynn Beeler, Mike Boles, Angela Conner-Murphy, Danny Cooke, Bill Cox, Greg Dyer, Linda Effler, Dawn Flatford, Sidney Jessee, Jr., R.L. Jones, Larry Lay, Ashley Mike, Kenny Moore, Gerald Simmons, Eddie Simpson and Cheryl Walker. **Commissioners Voting Against:** None. **Commissioners Passing:** None. **Motion Carried.**

**UNION COUNTY GOVERNMENT  
BUDGET AMENDMENT REQUEST**

Submitted to Board of Education September 8, 2022

To be submitted to Budget Committee October 18, 2022

**FUND 142-Federal Programs-Sub Fund 011- Consolidated Administration**

Function	Obj	COST CENTER	DESCRIPTION	Original/ Amended Budget	Decrease	Increase	Amended Budget
72210	162		Clerical Personnel	\$ 38,020.00		\$ 1,980.00	\$ 40,000.00
72210	207		Medical Insurance	\$ 15,110.00		\$ 1,511.00	\$ 16,621.00
72210	499		Other Supplies And Materials	\$ 6,293.00	\$ (5,793.00)		\$ 500.00
72210	524		Staff Development	\$ 3,361.00		\$ 4,139.00	\$ 7,500.00
72210	790		Other Equipment	\$ 4,035.00	\$ (1,837.00)		\$ 2,198.00
					\$ (7,630.00)	\$ 7,630.00	

\$ - **NET CHANGE**

This transfer request is to move funds for successful program implementation.

**UNION COUNTY GOVERNMENT  
BUDGET TRANSFER REQUEST**

Submitted to Board of Education September 8, 2022

To be submitted to Budget Committee October 18, 2022

**FUND 142-Federal Programs - Sub Fund 101 - Improving the Academic Achievement of the Disadvantaged**

Function	Obj	COST CENTER	DESCRIPTION	Original/ Amended Budget	Decrease	Increase	Amended Budget
71100	163		Educational Assistants	\$ 168,618.00		\$ 66,416.00	\$ 235,034.00
71100	186		Longevity Pay	\$ 1,750.00	\$ (1,750.00)		\$ -
71100	201		Social Security	\$ 15,088.00		\$ 4,010.00	\$ 19,098.00
71100	204		State Retirement	\$ 21,147.00		\$ 5,621.00	\$ 26,768.00
71100	207		Medical Insurance	\$ 40,585.00		\$ 16,045.00	\$ 56,630.00
71100	212		Employer Medicare	\$ 3,529.00		\$ 939.00	\$ 4,468.00
71100	369		Contracts For Sub Teachers - Certified	\$ 15,815.00		\$ 196.00	\$ 16,011.00
71100	370		Contracts For Sub Tchrs - Non-Certified	\$ 16,115.00		\$ 196.00	\$ 16,311.00
71100	429		Instructional Supplies And Materials	\$ 121,478.28		\$ 52,564.43	\$ 174,042.71
71100	599		Other Charges	\$ 6,000.00		\$ 1,000.00	\$ 7,000.00
71100	722		Regular Instruction Equipment	\$ 120,662.00		\$ 34,272.00	\$ 154,934.00
72130	207		Medical Insurance	\$ 15,542.00		\$ 1,555.00	\$ 17,097.00
72130	790		Other Equipment	\$ 7,498.05	\$ (0.05)		\$ 7,498.00
72210	201		Social Security	\$ 9,585.60		\$ 0.40	\$ 9,586.00
72210	204		State Retirement	\$ 13,435.37		\$ 0.63	\$ 13,436.00
72210	207		Medical Insurance	\$ 6,100.00		\$ 610.00	\$ 6,710.00
72210	212		Employer Medicare	\$ 2,241.85		\$ 0.15	\$ 2,242.00
72210	355		Travel	\$ 2,500.00		\$ 2,500.00	\$ 5,000.00
72210	524		Staff Development	\$ 9,500.00	\$ (2,528.00)		\$ 6,972.00
72210	790		Other Equipment	\$ 499.63		\$ 0.37	\$ 500.00
					\$ (4,278.05)	\$ 185,925.98	

\$ 181,647.93 **NET CHANGE**

47141		Title 1 Grants To Local Educ Agencies	\$ (181,647.93)
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This transfer request is to budget carryover funds and to fund one additional paraprofessional at Maynardville Elementary School

**UNION COUNTY GOVERNMENT  
BUDGET AMENDMENT REQUEST**  
Submitted to Board of Education September 8, 2022  
To be submitted to Budget Committee October 18, 2022  
**FUND 142-Federal Programs-Sub Fund 201-Professional Development**

Function	Obj	COST CENTER	DESCRIPTION	Original/ Amended Budget	Decrease	Increase	Amended Budget
71100	189		Other Salaries & Wages	\$ 1,000.00		\$ 4,000.00	\$ 5,000.00
71100	201		Social Security	\$ 62.00		\$ 248.00	\$ 310.00
71100	204		State Retirement	\$ 103.00		\$ 332.00	\$ 435.00
71100	212		Employer Medicare	\$ 15.00		\$ 58.00	\$ 73.00
71100	369		Cntrcts For Sub Teachers - Certified	\$ 250.00		\$ 2,485.00	\$ 2,735.00
71100	370		Cntrcts For Sub Tchrs - Non-Certified	\$ 1,500.00		\$ 2,486.46	\$ 3,986.46
72210	307		Communication	\$ 2,000.00		\$ 1,000.00	\$ 3,000.00
72210	355		Travel	\$ 2,000.00		\$ 1,000.00	\$ 3,000.00
72210	499		Other Supplies And Materials	\$ 1,600.00		\$ 400.00	\$ 2,000.00
72210	524		Staff Development	\$ 32,648.28		\$ 7,351.72	\$ 40,000.00
72210	599		Other Charges	\$ 500.00		\$ 14,500.00	\$ 15,000.00
72210	790		Other Equipment	\$ 5,000.00		\$ 10,000.00	\$ 15,000.00
					\$ -	\$ 43,861.18	

**\$ 43,861.18 NET CHANGE**

47189	Eisenhower Prof Development State Grants	\$ (43,861.18)
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This transfer request is to budget carryover funds.

**UNION COUNTY GOVERNMENT  
BUDGET AMENDMENT REQUEST**  
Submitted to Board of Education September 8, 2022  
To be submitted to Budget Committee October 18, 2022  
**FUND 142-Federal Programs-Sub Fund 401- Student Support and Academic Enrichment**

Function	Obj	COST CENTER	DESCRIPTION	Original/ Amended Budget	Decrease	Increase	Amended Budget
71100	369		Cntrcts For Sub Teachers - Certified	\$ 999.98		\$ 0.02	\$ 1,000.00
71100	429		Instructional Supplies And Materials	\$ 9,311.94		\$ 25,879.89	\$ 35,191.83
71100	722		Regular Instruction Equipment	\$ 5,000.00		\$ 10,000.00	\$ 15,000.00
72130	201		Social Security	\$ 734.44		\$ 0.56	\$ 735.00
72130	204		State Retirement	\$ 1,060.18		\$ 0.82	\$ 1,061.00
72130	207		Medical Insurance	\$ 6,427.42		\$ 63.38	\$ 6,490.80
72130	212		Employer Medicare	\$ 176.90		\$ 0.10	\$ 177.00
					\$ -	\$ 35,944.77	

**\$ 35,944.77 NET CHANGE**

47590	Other Federal Through State	\$ (35,944.77)
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This transfer request is to budget carryover funds.

**UNION COUNTY GOVERNMENT  
BUDGET TRANSFER REQUEST**  
Submitted to Board of Education October 6, 2022  
To be submitted to Budget Committee October 18, 2022  
**FUND 142-FEDERAL PROGRAMS - Sub Fund 301 - English Language Learners**

Function	Obj	COST CENTER	DESCRIPTION	Original/ Amended Budget	Decrease	Increase	Amended Budget
71100	429	ALCOA	Instructional Supplies And Materials	\$ -		\$ 1,851.27	\$ 1,851.27
71100	429	GRAIN	Instructional Supplies And Materials	\$ -		\$ 2,154.64	\$ 2,154.64
71100	429	UNION	Instructional Supplies And Materials	\$ -		\$ 195.92	\$ 195.92
71100	471	ROANE	Software	\$ -		\$ 1,840.46	\$ 1,840.46
71100	429	UNION	Instructional Supplies And Materials	\$ 6,000.00		\$ 196.01	\$ 6,196.01
71100	499	ALCOA	Other Supplies And Materials	\$ -		\$ 377.50	\$ 377.50
72210	524	ALCOA	Staff Development	\$ -		\$ 2,000.00	\$ 2,000.00
72210	524	GRAIN	Staff Development	\$ -		\$ 1,000.00	\$ 1,000.00
72210	524	UNION	Staff Development	\$ -		\$ 700.00	\$ 700.00
72210	524	GRAIN	Staff Development	\$ -		\$ 326.52	\$ 326.52
					\$ -	\$ 10,642.32	

**\$ 10,642.32 NET CHANGE**

47146	English Language Acquisition Grants	\$ (10,642.32)
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This budget amendment was to enter into budget carryover funds

**UNION COUNTY GOVERNMENT  
BUDGET TRANSFER REQUEST**  
Submitted to Board of Education October 6, 2022  
To be submitted to Budget Committee October 18, 2022  
**FUND 142-Federal Programs-Sub Fund 401- Student Support and Academic Enrichment**

Function	Obj	COST CENTER	DESCRIPTION	Original/ Amended Budget	Decrease	Increase	Amended Budget
71100	207		Medical Insurance	\$ 1,750.00	\$ (1,750.00)		\$ -
71100	429		Instructional Supplies And Materials	\$ 35,191.83	\$ (954.00)		\$ 34,237.83
72130	207		Medical Insurance	\$ 6,490.80		\$ 2,704.00	\$ 9,194.80
					\$ (2,704.00)	\$ 2,704.00	

**\$ - NET CHANGE**

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This transfer request is to move funds to necessary lines within the budget

**UNION COUNTY GOVERNMENT  
BUDGET TRANSFER REQUEST**

Submitted to Board of Education September 8, 2022  
To be submitted to Budget Committee October 18, 2022

**FUND 142-Federal Programs-Sub Fund 501- Rural and Low Income School Program**

Function	Obj	COST CENTER	DESCRIPTION	Original/ Amended Budget	Decrease	Increase	Amended Budget
71100	163		Educational Assistants	\$ 40,300.00		\$ 10,420.00	\$ 50,720.00
71100	186		Longevity Pay	\$ 1,000.00	\$ (1,000.00)		\$ -
71100	201		Social Security	\$ 2,527.00		\$ 618.00	\$ 3,145.00
71100	204		State Retirement	\$ 3,503.00		\$ 905.00	\$ 4,408.00
71100	207		Medical Insurance	\$ 11,200.00		\$ 1,120.00	\$ 12,320.00
71100	212		Employer Medicare	\$ 590.00		\$ 146.00	\$ 736.00
71100	370		Cntrcts For Sub Tchrs - Non-Certified	\$ 1,400.00		\$ 600.00	\$ 2,000.00
71100	429		Instructional Supplies And Materials	\$ 2,241.00		\$ 28,995.00	\$ 31,236.00
71100	499		Other Supplies And Materials	\$ 500.00		\$ 1,250.00	\$ 1,750.00
71100	722		Regular Instruction Equipment	\$ 3,211.01		\$ 28,026.18	\$ 31,237.19
72130	189		Other Salaries & Wages	\$ 16,320.00		\$ 4,141.00	\$ 20,461.00
72130	201		Social Security	\$ 1,050.00		\$ 219.00	\$ 1,269.00
72130	204		State Retirement	\$ 1,420.00		\$ 359.00	\$ 1,779.00
72130	207		Medical Insurance	\$ 6,000.00		\$ 600.00	\$ 6,600.00
72130	212		Employer Medicare	\$ 250.00		\$ 47.00	\$ 297.00
72130	355		Travel	\$ 250.00		\$ 1,000.00	\$ 1,250.00
					\$ (1,000.00)	\$ 78,446.18	
						<b>\$ 77,446.18</b>	<b>NET CHANGE</b>

47148	Rural Education	\$ (77,446.18)
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This transfer request is to budget carryover funds.

**UNION COUNTY GOVERNMENT  
BUDGET AMENDMENT REQUEST**

Submitted to Board of Education September 8, 2022  
To be submitted to Budget Committee October 18, 2022

**FUND 142-Federal Programs-Sub Fund 934-Elementary and Secondary School Emergency Relief (ESSER) 2.0**

Function	Obj	COST CENTER	DESCRIPTION	Original/ Amended Budget	Decrease	Increase	Amended Budget
71100	116		Teachers			\$ 380,427.00	\$ 380,427.00
71100	201		Social Security			\$ 23,586.00	\$ 23,586.00
71100	204		State Retirement			\$ 33,059.00	\$ 33,059.00
71100	206		Life Insurance			\$ 151.00	\$ 151.00
71100	207		Medical Insurance			\$ 59,969.00	\$ 59,969.00
71100	210		Unemployment Compensation			\$ 147.00	\$ 147.00
71100	212		Employer Medicare			\$ 5,516.00	\$ 5,516.00
71100	369		Cntrcts For Sub Teachers - Certified			\$ 5,000.00	\$ 5,000.00
71100	370		Cntrcts For Sub Tchrs - Non-Certified			\$ 5,000.00	\$ 5,000.00
71100	429		Instructional Supplies And Materials			\$ 315,000.00	\$ 315,000.00
71100	471		Software			\$ 75,000.00	\$ 75,000.00
71100	722		Regular Instruction Equipment			\$ 100,000.00	\$ 100,000.00
71200	116		Teachers			\$ 35,000.00	\$ 35,000.00
71200	201		Social Security			\$ 2,170.00	\$ 2,170.00
71200	204		State Retirement			\$ 3,042.00	\$ 3,042.00
71200	212		Employer Medicare			\$ 507.50	\$ 507.50
72210	524		Staff Development			\$ 10,000.00	\$ 10,000.00
72620	335		Maintenance And Repair Services-Buildings			\$ 175,127.97	\$ 175,127.97
					\$ -	\$ 1,228,702.47	
						<b>\$ 1,228,702.47</b>	<b>NET CHANGE</b>

47304	COVID 19-Grant #4	\$ (1,228,702.47)
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This budget amendment request is to enter into FY23 budget the ESSER 2.0 carryover funds

**UNION COUNTY GOVERNMENT  
BUDGET AMENDMENT REQUEST**  
Submitted to Board of Education September 8, 2022  
To be submitted to Budget Committee October 18, 2022

**FUND 142-Federal Programs-Sub Fund 935-Elementary and Secondary School Emergency Relief (ESSER) 3.0**

Function	Obj	Cost Center	Description	Original/ Amended Budget	Decrease	Increase	Amended Budget
71100	116	TNALL	Teachers			\$ 890,979.00	\$ 890,979.00
71100	201	TNALL	Social Security			\$ 55,241.00	\$ 55,241.00
71100	204	TNALL	State Retirement			\$ 77,426.00	\$ 77,426.00
71100	212	TNALL	Employer Medicare			\$ 12,919.00	\$ 12,919.00
71100	116		Teachers			\$ 436,181.00	\$ 436,181.00
71100	189		Other Salaries & Wages			\$ 20,000.00	\$ 20,000.00
71100	201		Social Security			\$ 28,283.00	\$ 28,283.00
71100	204		State Retirement			\$ 39,642.00	\$ 39,642.00
71100	206		Life Insurance			\$ 173.00	\$ 173.00
71100	207		Medical Insurance			\$ 40,180.00	\$ 40,180.00
71100	210		Unemployment Compensation			\$ 168.00	\$ 168.00
71100	212		Employer Medicare			\$ 6,615.00	\$ 6,615.00
71100	369		Cntrcts For Sub Teachers - Certified			\$ 2,447.00	\$ 2,447.00
71100	429		Instructional Supplies And Materials			\$ 114,430.00	\$ 114,430.00
71100	449		Textbooks			\$ 15,421.00	\$ 15,421.00
71100	722		Regular Instruction Equipment			\$ 50,000.00	\$ 50,000.00
71200	429		Instructional Supplies And Materials			\$ 25,000.00	\$ 25,000.00
71300	116		Teachers	\$ -		\$ 85,634.00	\$ 85,634.00
71300	201		Social Security	\$ -		\$ 5,310.00	\$ 5,310.00
71300	204		State Retirement	\$ -		\$ 7,442.00	\$ 7,442.00
71300	206		Life Insurance	\$ -		\$ 44.00	\$ 44.00
71300	207		Medical Insurance	\$ -		\$ 30,304.00	\$ 30,304.00
71300	210		Unemployment Compensation	\$ -		\$ 42.00	\$ 42.00
71300	212		Employer Medicare	\$ -		\$ 1,242.00	\$ 1,242.00
72130	123		Guidance Personnel	\$ -		\$ 293,350.00	\$ 293,350.00
72130	130		Social Workers	\$ -		\$ 156,936.00	\$ 156,936.00
72130	201		Social Security	\$ -		\$ 27,918.00	\$ 27,918.00
72130	204		State Retirement	\$ -		\$ 39,130.00	\$ 39,130.00
72130	206		Life Insurance	\$ -		\$ 216.00	\$ 216.00
72130	207		Medical Insurance	\$ -		\$ 53,276.00	\$ 53,276.00
72130	210		Unemployment Compensation	\$ -		\$ 210.00	\$ 210.00
72130	212		Employer Medicare	\$ -		\$ 6,530.00	\$ 6,530.00
72210	105		Supervisor/Director	\$ -		\$ 90,045.00	\$ 90,045.00
72210	201		Social Security	\$ -		\$ 5,583.00	\$ 5,583.00
72210	204		State Retirement	\$ -		\$ 7,825.00	\$ 7,825.00
72210	206		Life Insurance	\$ -		\$ 22.00	\$ 22.00
72210	207		Medical Insurance	\$ -		\$ 13,056.00	\$ 13,056.00
72210	210		Unemployment Compensation	\$ -		\$ 21.00	\$ 21.00
7210	212		Employer Medicare	\$ -		\$ 1,306.00	\$ 1,306.00
76100	304		Architects	\$ -		\$ 48,968.42	\$ 48,968.42
76100	706		Building Construction	\$ -		\$ 4,000,000.00	\$ 4,000,000.00
						\$ 6,689,515.42	\$ 6,689,515.42
							<b>\$ 6,689,515.42 NET CHANGE</b>

47305 COVID 19-Grant #5 \$ (6,689,515.42)  
This budget amendment request is to enter into FY23 budget the ESSER 3.0 carryover funds

**UNION COUNTY GOVERNMENT  
BUDGET AMENDMENT REQUEST**  
Submitted to Board of Education September 8, 2022  
To be submitted to Budget Committee October 18, 2022

**FUND 142-Federal Programs-Sub Fund 940-Epidemiology (ELC) Grant**

Function	Obj	Cost Center	Description	Original/ Amended Budget	Decrease	Increase	Amended Budget
72120	131		Medical Personnel			\$ 147,939.00	\$ 147,939.00
72120	201		Social Security			\$ 9,172.00	\$ 9,172.00
72120	204		State Retirement			\$ 12,856.00	\$ 12,856.00
72120	206		Life Insurance			\$ 65.00	\$ 65.00
72120	207		Medical Insurance			\$ 17,080.00	\$ 17,080.00
72120	210		Unemployment Compensation			\$ 63.00	\$ 63.00
72120	212		Employer Medicare			\$ 2,145.00	\$ 2,145.00
72120	307		Communication			\$ 2,000.00	\$ 2,000.00
72120	312		Contracts With Private Agencies			\$ 10,000.00	\$ 10,000.00
72120	355		Travel			\$ 2,192.00	\$ 2,192.00
72120	413		Drugs And Medical Supplies			\$ 18,647.97	\$ 18,647.97
					\$ -	\$ 222,159.97	
							<b>\$ 222,159.97 NET CHANGE</b>

47305 COVID 19-Grant #5 \$ (222,159.97)  
This budget amendment request is to enter into FY23 budget the ELC carryover funds



**UNION COUNTY GOVERNMENT  
BUDGET AMENDMENT REQUEST**

Submitted to Board of Education September 8, 2022  
To be submitted to Budget Committee October 18, 2022  
**FUND 142-Federal Programs-Sub Fund 901- IDEA Part B**

Function	Obj	COST CENTER	DESCRIPTION	Original/ Amended Budget	Decrease	Increase	Amended Budget
71200	163		EDUCATIONAL ASSISTANTS	\$ 212,431.00		\$ 2,616.00	\$215,047.00
71200	171		SPEECH PATHOLOGIST	\$ 35,410.00		\$ 5,000.00	\$40,410.00
71200	201		SOCIAL SECURITY	\$ 32,825.00		\$ 472.00	\$33,297.00
71200	204		STATE RETIREMENT	\$ 42,396.00		\$ 618.00	\$43,014.00
71200	207		MEDICAL INSURANCE	\$ 36,283.00		\$ 5,438.00	\$41,721.00
71200	212		EMPLOYER MEDICARE	\$ 7,677.00		\$ 110.00	\$7,787.00
71200	370		CNTRCTS FOR SUB TCHRS - NON-CERTIFIED	\$ -		\$ 5,000.00	\$5,000.00
72220	207		MEDICAL INSURANCE	\$ 25,253.00		\$ 15,182.00	\$40,435.00
72220	312		CONTRACTS WITH PRIVATE AGENCIES	\$ -		\$ 201,630.91	\$201,630.91
72710	313		CONTRACTS WITH PARENTS	\$ 2,000.00		\$ 3,000.00	\$5,000.00
72710	315		CONTRACTS WITH VEHICLE OWNERS	\$ 86,568.00		\$ 78,432.00	\$165,000.00
					\$ -	\$ 317,498.91	

**\$ 317,498.91 NET CHANGE**

47143		Special Education - Grants To States	\$ (317,498.91)
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This budget amendment request is to enter into FY23 budget carryover funding

**UNION COUNTY GOVERNMENT  
BUDGET AMENDMENT REQUEST**

Submitted to Board of Education September 8, 2022  
To be submitted to Budget Committee October 18, 2022  
**FUND 142-Federal Programs-Sub Fund 902- ARP IDEA -Part B**

Function	Obj	COST CENTER	DESCRIPTION	Original/ Amended Budget	Decrease	Increase	Amended Budget
71200	725		Special Education Equipment	\$ -		\$ 10,241.62	\$ 10,241.62
					\$ -	\$ 10,241.62	

**\$ 10,241.62 NET CHANGE**

47402		American Rescue Plan Act Grant #2	\$ (10,241.62)
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This budget amendment request is to enter into FY23 budget carryover funding

**UNION COUNTY GOVERNMENT  
BUDGET AMENDMENT REQUEST**

Submitted to Board of Education September 8, 2022  
To be submitted to Budget Committee October 18, 2022  
**FUND 142-Federal Programs-Sub Fund 911- IDEA Preschool**

Function	Obj	COST CENTER	DESCRIPTION	Original/ Amended Budget	Decrease	Increase	Amended Budget
71200	163		Educational Assistants	\$ 24,051.00		\$ 13,575.00	\$ 37,626.00
71200	201		Social Security	\$ 1,491.00		\$ 842.00	\$ 2,333.00
71200	204		State Retirement	\$ 1,681.00		\$ 949.00	\$ 2,630.00
71200	206		Life Insurance	\$ 44.00	\$ (11.00)		\$ 33.00
71200	207		Medical Insurance	\$ 2,491.00		\$ 369.00	\$ 2,860.00
71200	212		Employer Medicare	\$ 349.00		\$ 197.00	\$ 546.00
71200	499		Other Supplies And Materials	\$ -		\$ 2,699.13	\$ 2,699.13
					\$ (11.00)	\$ 18,631.13	

**\$ 18,620.13 NET CHANGE**

47403		American Rescue Plan Act Grant #3	\$ (18,620.13)
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This budget amendment request is to enter into FY23 budget carryover funding

**UNION COUNTY GOVERNMENT  
BUDGET AMENDMENT REQUEST**

Submitted to Board of Education September 8, 2022  
To be submitted to Budget Committee October 18, 2022  
**FUND 142-Federal Programs-Sub Fund 912- ARP IDEA Preschool**

Function	Obj	COST CENTER	DESCRIPTION	Original/ Amended Budget	Decrease	Increase	Amended Budget
71200	725		Special Education Equipment	\$ -		\$ 10,551.87	\$ 10,551.87
					\$ -	\$ 10,551.87	

**\$ 10,551.87 NET CHANGE**

47403		American Rescue Plan Act Grant #3	\$ (10,551.87)
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This budget amendment request is to enter into FY23 budget carryover funding

**ADOPTED AND APPROVED IN OPEN MEETING, AT MAYNARDVILLE, TENNESSEE, this 24th day of October, 2022**



Attest:  
*Pam Ailor*  
Pam Ailor  
Union County Clerk

*Jason Bailey*  
Jason Bailey, Chairman  
Union County Mayor

Voting Aye	16
Voting Nay	0
Pass	0
Abstain	0

A **Motion** was made by **Sidney Jessee, Jr.** and **Seconded** by **Angela Conner-Murphy** to approve the Budget Amendment for Fund 142-Federal Programs as presented.

County Chairman Jason Bailey called for a Roll Call Vote. **Commissioners Voting For:** Lynn Beeler, Mike Boles, Angela Conner-Murphy, Danny Cooke, Bill Cox, Greg Dyer, Linda Effler, Dawn Flatford, Sidney Jessee, Jr., R.L. Jones, Larry Lay, Ashley Mike, Kenny Moore, Gerald Simmons, Eddie Simpson and Cheryl Walker. **Commissioners Voting Against:** None. **Commissioners Passing:** None. **Motion Carried.**

UNION COUNTY GOVERNMENT  
BUDGET TRANSFER REQUEST  
Submitted to Board of Education September 8, 2022  
To be submitted to Budget Committee October 18, 2022  
FUND 143-CENTRAL CAFETERIA

Function	Obj	COST CENTER	DESCRIPTION	Original/ Amended Budget	Decrease	Increase	Amended Budget
73100	422		Food Supplies			\$ 3,135.00	\$ 3,135.00
					\$ -	\$ 3,135.00	
						\$ 3,135.00	
						\$ 3,135.00	

\$ 3,135.00 NET CHANGE

47114 USDAO      USDA - Other      \$ (3,135.00)

This transfer request is to add Child Nutrition Program Funding Received from the State  
ADOPTED AND APPROVED IN OPEN MEETING, AT MAYNARDVILLE, TENNESSEE, this 24th day of October, 2022



Attest:  
*Pam Ailor*  
Pam Ailor  
Union County Clerk

*Jason Bailey*  
Jason Bailey, Chairman  
Union County Mayor

Voting Aye      16  
Voting Nay      0  
Pass              0  
Abstain          0

UNION COUNTY GOVERNMENT  
BUDGET AMENDMENT REQUEST  
Submitted to Board of Education September 8, 2022  
To be submitted to Budget Committee October 18, 2022  
FUND 177-Education Capital Projects

Function	Obj	COST CENTER	DESCRIPTION	Original/ Amended Budget	Decrease	Increase	Amended Budget
76100	715		Land	\$ -		\$ 499,000.00	\$ 499,000.00
76100	707		Building Improvements	\$ 150,000.00	\$ (8,500.00)		\$ 141,500.00
76100	321		Engineering Services	\$ -		\$ 8,500.00	\$ 8,500.00
					\$ (8,500.00)	\$ 507,500.00	

\$ 499,000.00 NET CHANGE

39000      Unassigned      \$ (499,000.00)

This budget amendment is enter into budget unspent prior year funding for property purchase  
To move money from existing line to cover engineering fees  
ADOPTED AND APPROVED IN OPEN MEETING, AT MAYNARDVILLE, TENNESSEE, this 24th day of October, 2022



Attest:  
*Pam Ailor*  
Pam Ailor  
Union County Clerk

*Jason Bailey*  
Jason Bailey, Chairman  
Union County Mayor

Voting Aye      16  
Voting Nay      0  
Pass              0  
Abstain          0

A **Motion** was made by **Larry Lay** and **Seconded** by **Lynn Beeler** to approve the Budget Amendment for Fund 143-Central Cafeteria as presented.

County Chairman Jason Bailey called for a Roll Call Vote. **Commissioners Voting For:** Lynn Beeler, Mike Boles, Angela Conner-Murphy, Danny Cooke, Bill Cox, Greg Dyer, Linda Effler, Dawn Flatford, Sidney Jessee, Jr., R.L. Jones, Larry Lay, Ashley Mike, Kenny Moore, Gerald Simmons, Eddie Simpson and Cheryl Walker. **Commissioners Voting Against:** None. **Commissioners Passing:** None. **Motion Carried.**

A **Motion** was made by **R.L. Jones** and **Seconded** by **Bill Cox** to approve the Budget Amendment for Fund 177-Education Capital Projects as presented.

County Chairman Jason Bailey called for a Roll Call Vote. **Commissioners Voting For:** Lynn Beeler, Mike Boles, Angela Conner-Murphy, Danny Cooke, Bill Cox, Greg Dyer, Linda Effler, Dawn Flatford, Sidney Jessee, Jr., R.L. Jones, Larry Lay, Ashley Mike, Kenny Moore, Gerald Simmons, Eddie Simpson and Cheryl Walker. **Commissioners Voting Against:** None. **Commissioners Passing:** None. **Motion Carried.**



**UNION COUNTY GOVERNMENT  
BUDGET AMENDMENT REQUEST**  
Submitted to Budget Committee October 18, 2022  
**FUND 101-GENERAL FUND**

Function	Obj	Cost Center	Elected Official	Description	Original/ Amended Budget	Decrease	Increase	Amended Budget
56700	426		Parks And Fair	General Construction Materials	\$ 48,500.00	\$ (1,000.00)		\$ 47,500.00
56700	425		Parks And Fair	Gasoline	\$ 1,500.00		\$ 1,000.00	\$ 2,500.00
51800	166		County Buildings	Custodial Personnel	\$ 6,024.00		\$ 1,170.00	\$ 7,194.00
56300	429	TCAD2	Senior Assistance	Instructional Supplies And Materials	\$ -		\$ 1,500.00	\$ 1,500.00
56300	708	TCAD2	Senior Assistance	Communication Equipment	\$ -		\$ 6,500.00	\$ 6,500.00
56300	790	TCAD	Senior Assistance	Other Equipment	\$ 622.04	\$ (622.04)		\$ -
56300	429	TCAD	Senior Assistance	Instructional Supplies And Materials	\$ 1,242.04		\$ 622.04	\$ 1,864.08
51220	191		Beer Board	Board And Committee Members Fees	\$ 1,300.00		\$ 209.01	\$ 1,509.01
51220	201		Beer Board	Social Security	\$ 81.00		\$ 12.96	\$ 93.96
51220	212		Beer Board	Employer Medicare	\$ 19.00		\$ 3.03	\$ 22.03
54120	106		Special Patrols	Deputy(ies)	\$ 388,412.00		\$ 1,447.74	\$ 389,859.74
54120	201		Special Patrols	Social Security	\$ 24,083.00		\$ 83.86	\$ 24,166.86
54120	204		Special Patrols	State Retirement	\$ 15,538.00		\$ 54.10	\$ 15,592.10
54120	212		Special Patrols	Employer Medicare	\$ 5,633.00		\$ 19.61	\$ 5,652.61
51100	355		County Commission	Travel	\$ 1,400.00		\$ 1,467.00	\$ 2,867.00
						\$ (1,622.04)	\$ 14,089.35	
						<b>\$ 12,467.31 NET CHANGE</b>		
39000				Unassigned	\$ (1,170.00)			Custodial increase in hours
39000				Unassigned	\$ (1,467.00)			County Commission Travel
46980				Other State Grants	\$ (8,000.00)			
44170				Miscellaneous Refunds	\$ (1,830.31)			
						<b>\$ (12,467.31)</b>		

This request is to move funds to needed lines within the elected official's budget. To enter into budget the TCAD2 grant for FY23 for the Senior Center To move funds within the FY22 TCAD grant to maximize the spending of the grant, To enter funds collected from other entities for services provided To move funds from fund balance to cover Commission Travel and to cover custodial increase in hours

**UNION COUNTY GOVERNMENT  
BUDGET AMENDMENT REQUEST**  
Submitted to Budget Committee October 18, 2022  
**FUND 101-GENERAL FUND**

Function	Obj	Cost Center	Elected Official	Description	Original/ Amended Budget	Decrease	Increase	Amended Budget
56500	187	L	Libraries	Overtime Pay	\$ -		\$ 500.00	\$ 500.00
56500	599	LUNIT	Libraries	Other Charges	\$ -		\$ 1,500.00	\$ 1,500.00
56500	599	L	Libraries	Other Charges	\$ -		\$ 9,660.00	\$ 9,660.00
56500	599	LFRND	Libraries	Other Charges	\$ -		\$ 203.19	\$ 203.19
56500	187	M	Libraries	Overtime Pay	\$ -		\$ 500.00	\$ 500.00
56500	599	MUNIT	Libraries	Other Charges	\$ -		\$ 1,000.00	\$ 1,000.00
56500	599	S	Libraries	Other Charges	\$ -		\$ 110.16	\$ 110.16
56500	599	MPWAY	Libraries	Other Charges	\$ -		\$ 8,000.00	\$ 8,000.00
56500	599	LPWAY	Libraries	Other Charges	\$ -		\$ 2,500.00	\$ 2,500.00
						\$ -	\$ 23,973.35	
						<b>\$ 23,973.35 NET CHANGE</b>		
44570				Contributions & Gifts	\$ (1,000.00)			City of Maynardville
44570	MUNIT			Contributions & Gifts	\$ (1,000.00)			United Way
44570	LUNIT			Contributions & Gifts	\$ (1,500.00)			United Way
44570	LFRND			Contributions & Gifts	\$ (203.19)			Luttrell Friends of the Library
44570	LPWAY			Contributions & Gifts	\$ (2,500.00)			
44570	MPWAY			Contributions & Gifts	\$ (8,000.00)			
34535				Restricted For Social, Cultural, Rec Ser	\$ (9,770.67)			<b>\$ (23,973.86)</b>

This request is to enter into FY23 Library Budget funds received from United Way, City of Maynardville, Friends of the Luttrell Library, Pettway Grant and carryover funds from FY22.

ADOPTED AND APPROVED IN OPEN MEETING, AT MAYNARDVILLE, TENNESSEE, this 24th day of October, 2022



*Pam Ailor*  
Pam Ailor  
Union County Clerk

*Jason Bailey*  
Jason Bailey, Chairman  
Union County Mayor

Voting Aye	<u>16</u>
Voting Nay	<u>0</u>
Pass	<u>0</u>
Abstain	<u>0</u>

A Motion was made by Larry Lay and Seconded by Eddie Simpson to approve the budget Amendments for Fund 101-General Fund.

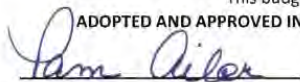
County Chairman Jason Bailey called for a Roll Call Vote. **Commissioners Voting For:** Lynn Beeler, Mike Boles, Angela Conner-Murphy, Danny Cooke, Bill Cox, Greg Dyer, Linda Effler, Dawn Flatford, Sidney Jessee, Jr., R.L. Jones, Larry Lay, Ashley Mike, Kenny Moore, Gerald Simmons, Eddie Simpson and Cheryl Walker. **Commissioners Voting Against:** None. **Commissioners Passing:** None. **Motion Carried.**

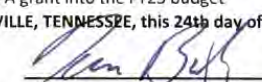
**UNION COUNTY GOVERNMENT  
BUDGET AMENDMENT REQUEST**  
Submitted to Budget Committee October 18, 2022  
**FUND 127-Other General Government-Special Revenue American Rescue Plan Act**

Function	Obj	Cost Center	Elected Official	Description	Original/ Amended Budget	Decrease	Increase	Amended Budget
91401	350	BBAND	#N/A	Internet Connectivity	\$ -		\$ 2,000,000.00	\$ 2,000,000.00
91401	499	FREQ	#N/A	Other Supplies And Materials	\$ -		\$ 300,000.00	\$ 300,000.00
91401	316	H2O	#N/A	Contributions	\$ -		\$ 225,000.00	\$ 250,000.00
91401	499	POLL	#N/A	Other Supplies And Materials	\$ -		\$ 40,000.00	\$ 40,000.00
91401	426	HEALTH	#N/A	General Construction Materials	\$ -		\$ 112,500.00	\$ 112,500.00
91401	499	EMS	#N/A	Other Supplies And Materials	\$ -		\$ 124,000.00	\$ 124,000.00
91401	308	ADFEE	#N/A	Consultants	\$ -		\$ 193,966.35	\$ 193,966.35
91401	188	BONUS	#N/A	Bonus Pay	\$ -		\$ 500,000.00	\$ 500,000.00
91401	706	BRCOM	#N/A	Building Construction	\$ -		\$ 191,930.33	\$ 179,430.33
91401	706	SPCOM	#N/A	Building Construction	\$ -		\$ 191,930.32	\$ 179,430.32
						\$ -	\$ 3,879,327.00	
							<b>\$ 3,879,327.00</b>	<b>NET CHANGE</b>
39000				Unassigned	\$ (1,939,663.50)			
47901				American Rescue Plan Act Grant #6	\$ (1,939,663.50)		\$ (3,879,327.00)	\$ -

This budget amendment is to enter the ARPA grant into the FY23 budget

**ADOPTED AND APPROVED IN OPEN MEETING, AT MAYNARDVILLE, TENNESSEE, this 24<sup>th</sup> day of October, 2022**

  
Pam Ailor  
Union County Clerk

  
Jason Bailey, Chairman  
Union County Mayor

Voting Aye	<u>16</u>
Voting Nay	<u>0</u>
Pass	<u>0</u>
Abstain	<u>0</u>



A **Motion** was made by **R.L. Jones** and **Seconded** by **Sidney Jessee, Jr.** to approve the Budget Amendments for Fund 127-Other General Government-Special Revenue American Rescue Plan Act as presented.

County Chairman Jason Bailey called for a Roll Call Vote. **Commissioners Voting For:** Lynn Beeler, Mike Boles, Angela Conner-Murphy, Danny Cooke, Bill Cox, Greg Dyer, Linda Effler, Dawn Flatford, Sidney Jessee, Jr., R.L. Jones, Larry Lay, Ashley Mike, Kenny Moore, Gerald Simmons, Eddie Simpson and Cheryl Walker. **Commissioners Voting Against:** None. **Commissioners Passing:** None. **Motion Carried.**

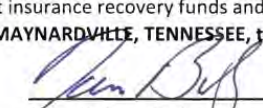
UNION COUNTY GOVERNMENT  
 BUDGET AMENDMENT REQUEST  
 Submitted to Road Commission October 3, 2022  
 To be submitted to Budget Committee October 18, 2022  
 FUND 131-HIGHWAY FUND

Function	Obj	Cost Center	Description	Original/ Amended Budget	Decrease	Increase	Amended Budget	
63100	417		Equipment Parts-Light	\$ 42,000.00		\$ 7,366.08	\$ 49,366.08	
63100	433		Lubricants	\$ 3,500.00		\$ 1,025.00	\$ 4,525.00	
					\$ -	\$ 8,391.08		
<b>\$ 8,391.08 NET CHANGE</b>								
49700			Insurance Recovery	\$ (5,208.08)				
44530			Sale Of Equipment	\$ (3,183.00)	\$ (8,391.08)			

This request is to enter into budget insurance recovery funds and surplus sales  
**ADOPTED AND APPROVED IN OPEN MEETING, AT MAYNARDVILLE, TENNESSEE, this 24th day of October, 2022**

Attest:

  
 Pam Ailor  
 Union County Clerk

  
 Jason Bailey, Chairman  
 Union County Mayor

Voting Aye	16
Voting Nay	0
Pass	0
Abstain	0



A **Motion** was made by **Lynn Beeler** and **Seconded** by **Bill Cox** to approve the Budget Amendments for Fund 131-Highway Fund as presented.

County Chairman Jason Bailey called for a Roll Call Vote. **Commissioners Voting For:** Lynn Beeler, Mike Boles, Angela Conner-Murphy, Danny Cooke, Bill Cox, Greg Dyer, Linda Effler, Dawn Flatford, Sidney Jessee, Jr., R.L. Jones, Larry Lay, Ashley Mike, Kenny Moore, Gerald Simmons, Eddie Simpson and Cheryl Walker. **Commissioners Voting Against:** None. **Commissioners Passing:** None. **Motion Carried.**

A **Motion** was made by **Sidney Jessee, Jr** and **Seconded** by **Eddie Simpson** to approve a \$48,000.00 transfer from Fund Balance to Solid Waste to pay Claiborne County to accept the Thirteenth (13<sup>th</sup>) Civil District's waste since there is no convenience center located in that district.

County Chairman Jason Bailey called for a Roll Call Vote. **Commissioners Voting For:** Lynn Beeler, Mike Boles, Angela Conner-Murphy, Danny Cooke, Bill Cox, Greg Dyer, Linda Effler, Dawn Flatford, Sidney Jessee, Jr., R.L. Jones, Larry Lay, Ashley Mike, Kenny Moore, Gerald Simmons, Eddie Simpson and Cheryl Walker. **Commissioners Voting Against:** None. **Commissioners Passing:** None. **Motion Carried.**

- c. There was no **Surplus** presented in open meeting on Monday, October 24, 2022.



d. Contracts

i. ESRI



Esri Inc  
380 New York St  
Redlands CA 92373-8118

**Subject: Renewal Quotation**

**Date:** 10/01/2022  
**To:** Randy E. Turner  
**Organization:** County of Union  
 Assessor of Property  
**Fax #:** **Phone #:** 865-992-3211

**From:** Heather Carmody  
**Fax #:** 909-793-4801 **Phone #:** + 19093692314 Ext. 2314  
**Email:** HCARMODY@ESRI.COM

Number of pages transmitted (including this cover sheet): 4      Quotation #26094040  
 Document Date: 08/02/2022

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level  
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit  
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.



**Quotation**

**Date:** 08/02/2022      **Quotation Number:** 26094040      **Contract Number:** 00278913.0

**Send Purchase Orders To:**  
 Environmental Systems Research Institute, Inc.  
 380 New York Street  
 Redlands, CA 92373-8100  
 Attn: Heather Carmody

**Please include the following remittance address on your Purchase Order:**  
 Environmental Systems Research Institute, Inc.  
 P.O. Box 741076  
 Los Angeles, CA 90074-1076

County of Union  
 Assessor of Property  
 901 Main St Ste 106  
 Maynardville TN 37807-3557  
 Attn: Randy E. Turner

**Customer Number:** 406947  
 For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
10	1	52384 ArcGIS Desktop Advanced Concurrent Use Primary Maintenance Start Date: 11/01/2022 End Date: 10/31/2023	3,030.00	3,030.00
			<b>Item Subtotal</b>	3,030.00
			<b>Estimated Tax</b>	0.00
			<b>Total</b>	<b>USD 3,030.00</b>

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

**Quotation is valid for 90 days from document date.**

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

**Issued By:** Heather Carmody      **Ext:** 2314

To expedite your order, please reference your customer number and this quotation number on your purchase order.



**esri**

380 New York St  
Redlands, CA 92373-8118  
Phone: + 190936923142314  
Fax #: 909-793-4801

**Quotation**

Page 2

<b>Date:</b> 08/02/2022	<b>Quotation Number:</b> 26094040	<b>Contract Number:</b> 00278913.0
Item Qty Material#	Unit Price	Extended Price

Renewal Options:

- Online: Renew through My Esri site at <https://my.esri.com>
  - Credit Card
  - Purchase Order
  - Email Authorization
- Email or Fax: Email Authorization, Purchase Order or signed quote to:
  - Fax: 909-307-3083
  - Email: [service@esri.com](mailto:service@esri.com)

Requests via email or signed quote indicate that you are authorized to obligate funds for your organization and your organization does not require a purchase order.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy GSA, BPA) on your ordering document.



**esri**

380 New York St  
Redlands, CA 92373-8118  
Phone: + 190936923142314  
Fax #: 909-793-4801

**Quotation**

Page 3

<b>Date:</b> 08/02/2022	<b>Quotation No:</b> 26094040	<b>Customer No:</b> 406947	<b>Contract No:</b> 00278913.0
Item Qty Material#	Unit Price	Extended Price	

US FEDERAL CUSTOMERS: If you are a federal customer or a contractor purchasing on behalf of a federal customer a purchase order is required to receive an invoice. Please email the purchase order to [service@esri.com](mailto:service@esri.com)

By signing below, you are authorizing Esri to issue a software support invoice in the amount of USD \_\_\_\_\_ plus sales tax, if applicable.

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

\_\_\_\_\_  
Signature of Authorized Representative Date

\_\_\_\_\_  
Name (Please Print) Title

Revised September 14, 2022  
IMPORTANT—READ CAREFULLY

Unless superseded by a signed license agreement between you and Esri, Esri is willing to provide Esri Offerings and Services to you only if you accept all terms and conditions contained in this Agreement as the sole and final agreement of the parties regarding your acquisition of these Esri Offerings and Services. Please read the terms and conditions carefully. You may not use the Esri Offerings unless you agree to the terms and conditions of the Agreement. Your access and use of Esri Offerings, or Services, constitutes your acceptance of the terms and conditions of this Agreement. If you do not agree, contact your local sales representative prior to making your purchase.

This Master Agreement ("Agreement") is between you ("Customer") and Environmental Systems Research Institute, Inc. ("Esri"), a California corporation with a place of business at 380 New York Street, Redlands, California 92373-8100 USA.

Attachment A contains definitions of capitalized terms used throughout this Agreement. Each section of this Agreement may include additional definitions that are used exclusively within that section.

## 1.0 GENERAL GRANT OF RIGHTS AND RESTRICTIONS

**1.1 Grant of Rights.** In consideration of Customer's payment of all applicable fees and in accordance with this Agreement, Esri

- a. Provides Services as set forth in this Agreement;
- b. Grants to Customer a nonexclusive, nontransferable right and license or subscription to access and use Esri Offerings as set forth in the Specifications and applicable Ordering Documents; and
- c. Authorizes Customer to copy and make derivative works of the Documentation for Customer's own internal use in conjunction with Customer's authorized use of Esri Offerings. Customer will include the following copyright attribution notice acknowledging the proprietary rights of Esri and its licensors in any derivative work:

"Portions of this document include intellectual property of Esri and its licensors and are used under license. Copyright © [Customer will insert the actual copyright date(s) from the source materials.] Esri and its licensors. All rights reserved."

The grants of rights in this section (i) continue for the duration of the subscription or applicable Term or perpetually if no Term is applicable or identified in the Ordering Documents and (ii) are subject to additional rights and restrictions in this Agreement including Attachment B.

**1.2 Consultant or Contractor Access.** Customer may authorize its consultants or contractors to (i) host Esri Offerings for Customer's benefit and (ii) use Esri Offerings exclusively for Customer's benefit. Customer will be solely responsible for its consultants' and contractors' compliance with this Agreement and will ensure that each consultant or contractor discontinues use of Esri Offerings upon completion of work for Customer. Access to or use of Esri Offerings by consultants or contractors that is not exclusively for Customer's benefit is prohibited.

**1.3 Reservation of Rights.** All Esri Offerings are the copyrighted works of Esri or its licensors; all rights not specifically granted in this Agreement are reserved.

**1.4 Customer Content.** Esri does not acquire any rights in Customer Content under this Agreement other than as needed to provide Esri Offerings and Services to Customer.

## 2.0 SOFTWARE AND ONLINE SERVICES

**2.1 Definitions.** The following definitions supplement the definitions provided in Attachment A:

- a. **"Anonymous Users"** means all who have public access (i.e., without having to provide a Named User Credential) to any part of Customer Content or Customer's Value-Added Applications.
- b. **"App Login Credential(s)"** means a system-generated application login and associated password, provided when registering a Value-Added Application with Online Services, which when embedded in a Value-Added Application allows the Value-Added Application to access and use Online Services.
- c. **"Commercial App Deployment License"** means a license to distribute Value-Added Applications to third parties for a fee.
- d. **"Concurrent Use License"** means a license to install and use Software on computer(s) on a network, provided that the number of simultaneous users may not exceed the number of licenses acquired. A Concurrent Use License includes the right to run passive failover instances of Concurrent Use License management software in a separate operating system environment for temporary failover support.
- e. **"Deployment License"** means a license to incorporate ArcGIS Runtime components in Value-Added Applications and distribute Value-Added Applications to Customer's end users.
- f. **"Deployment Server License"** means a license to use Software under a Server License for all uses permitted in this Agreement and as described in the Documentation.
- g. **"Development Server License"** means a license to use Software under a Server License only to build and test Value-Added Applications as described in the Documentation.
- h. **"Development Use"** means the right to install and use Products to build and test Value-Added Applications as described in the Documentation.
- i. **"Dual Use License"** means the right to install Software on a desktop computer and use it simultaneously with either a personal digital assistant (PDA) or handheld mobile device as long as the Software is only used by a single individual at any time.
- j. **"Failover License"** means a license to install Software on redundant systems for failover operations, but the redundantly installed Software may be operational only during the period the primary site is nonoperational. Except for system maintenance and updating of databases, the redundant Software installation(s) will remain dormant while the primary site (or any other redundant site) is operational.
- k. **"Named User(s)"** is Customer's employee, agent, consultant, or contractor to whom Customer has assigned a unique, secure login credential (identity) enabling access to a Product that requires such identity in order to access identity-managed capabilities within a Product for Customer's exclusive benefit. For educational use, Named Users may include registered students.
- l. **"Named User Credential(s)"** means an individual person's login and associated password enabling that person to access and use Products.
- m. **"Named User License"** means the right for a single Named User to use a specific Esri Offering.
- n. **"Online Services Subscription"** means a limited-term subscription conveying the right for one or more Named Users to access and use Online Services.
- o. **"Redistribution License"** means a license to reproduce and distribute Software provided that
  1. Customer reproduces and distributes the Software in its entirety;
  2. A license agreement that protects the Software to the same extent as this Agreement accompanies each copy of the Software, and the recipient agrees to the terms and conditions of the license agreement;
  3. Customer reproduces all copyright and trademark attributions and notices; and
  4. Customer does not charge a fee to others for the use of the Software.
- p. **"Server License"** means a license to install and use Software on any computer being used as a server. Server Licenses may be subject to a limited number of server cores or distributed deployment on multiple servers as described in the Ordering Documents or Documentation. If the Software description includes failover use rights, each Server License includes a Failover License.
- q. **"Service Credit(s)"** means a unit of exchange for consumption of services that can be used with an Online Services Subscription.
- r. **"Sharing Tools"** means publishing capabilities included with Customer's authorized use of Online Services or ArcGIS Enterprise that allow Customer to make Customer Content and Value-Added Applications available to third parties or Anonymous Users.



5. **"Single Use License"** means a license for a single authorized end user to install and use Software on a single computer. The single authorized end user may also install a second copy for the end user's exclusive use on a second computer as long as only 1 copy of Software is in use at any time. No other end user may use Software under the same license at the same time for any other purpose.
6. **"Staging Server License"** means a license to use Software under a Server License to build and test Value-Added Applications and map caches; conduct user acceptance, performance, and load testing of other third-party software; stage new commercial data updates; and conduct training activities as described in the Documentation. Customer may use Value-Added Applications and map caches with Development and Deployment Server Licenses.

**2.2 License and Subscription Types.** Esri provides Products under one or more of the license or subscription types identified in the definitions above. The Documentation and Ordering Documents identify which license or subscription type(s) applies to the ordered Products.

### 2.3 Software Terms of Use.

- a. Customer may
  1. Install, access, or store Software and Data on electronic storage device(s);
  2. Make archival copies and routine computer backups;
  3. Install and use a newer version of Software concurrently with the version to be replaced during a reasonable transition period not to exceed 6 months, provided that the deployment of either version does not exceed Customer's licensed quantity; thereafter, Customer will not use more Software in the aggregate than Customer's total licensed quantity. This concurrent use right does not apply to Software licensed for Development Use;
  4. Move Software in the licensed configuration to a replacement computer;
  5. Distribute Software and any associated Authorization Codes required for use of a Deployment License to third parties; and
  6. Governmental or not-for-profit organizations that operate a website or offer Internet services may use server Software for revenue-generating purposes on a cost-recovery basis and not for profit.
- b. Customer may customize Software using any macro or scripting language, APIs, or source or object code libraries but only to the extent that such customization is described in the Documentation.
- c. Customer may use all fonts provided with Software for any authorized use of the Software. Customer may also use Esri fonts separately to print any output created by the Software. Any use restrictions for third-party fonts included with the Software are set forth in the font file itself.
- d. Esri publishes Product-specific Software terms of use at <https://www.esri.com/legal/scope-of-use>.

### 2.4 Online Services Terms of Use.

- a. **Online Services Descriptions.** Esri publishes Online Services Subscription-specific terms of use at <https://www.esri.com/legal/scope-of-use>. Use of Online Services is also subject to the Cloud Services terms found in Attachment B.
- b. **Modifications of Online Services.** Esri may change Online Services and associated APIs at any time, subject to 30 days' notice of material changes and 90 days' notice for deprecations. If any modification, discontinuation, or deprecation of Online Services causes a material, adverse impact to Customer's operations, Esri may, at its discretion, attempt to repair, correct, or provide a workaround for Online Services. If a viable solution is not commercially reasonable, Customer may cancel its subscription to Online Services, and when applicable, Esri will issue a prorated refund.
- c. **Sharing Customer Content.** Sharing Customer Content using Sharing Tools enables third parties to use, store, cache, copy, reproduce, (re)distribute, and (re)transmit Customer Content through Online Services. Esri is not responsible for any loss, deletion, modification, or disclosure of Customer Content resulting from use or misuse of Sharing Tools. Customer's use of Sharing Tools is at Customer's sole risk.

**2.5 Named User Licenses.** Except as expressly set forth in this Agreement, the following terms apply to Software and Online Services for which Customer acquires Named User Licenses.

- a. **Named Users.**
  1. Named User login credentials are for designated users only and may not be shared with other individuals.
  2. Customer may reassign a Named User License to another user if the former user no longer requires access to the Software or Online Services.
  3. Customer may not add third parties as Named Users, other than third parties included within the definition of Named Users.
- b. **Anonymous Users.** Anonymous Users may only access Software or Online Services through Value-Added Applications that provide access to services or Content, that has been published for shared access through the use of Sharing Tools.

### 2.6 Value-Added Applications.

1. Customer is responsible for the development, operation, and technical support of Customer Content and Value-Added Applications.
2. Customer may not embed a Named User Credential into Value-Added Applications. Value-Added Applications that enable access to Customer Content that is not publicly shared through the use of Sharing Tools must require individual users to log in to the application(s) with their unique Named User login credentials.
3. Customer may embed an App Login Credential into Value-Added Applications that provide access by Anonymous Users to services or Content, that has been published for shared access by Anonymous Users through the use of Sharing Tools.
4. Customer may not embed an App Login Credential into Value-Added Applications that enables access to Customer Content that is not publicly shared through the use of Sharing Tools. Value-Added Applications that enable access to Customer Content that is not publicly shared through the use of Sharing Tools must require individual users to log in to the application(s) with their unique Named User login credentials.
5. Customer may not provide a third party, other than third parties included within the definition of Named Users, with access to Software or Online Services, other than through Customer's Value-Added Application(s).
6. Customer may transfer Value-Added Applications to any third party for use in conjunction with the third party's own Software license or Online Services Subscription.

### 2.7 Limited-Use Programs.

- a. **Trial, Evaluation, and Beta Programs.** Products acquired under a trial, evaluation, or Beta program are licensed for evaluation and testing purposes only and not for commercial use. Any such use is at Customer's own risk, and the Products do not qualify for Maintenance. If Customer does not convert to a purchased license or subscription prior to the expiration of the trial, evaluation, or Beta license, Customer may lose any Customer Content and customizations made during the license term. If Customer does not wish to purchase a license or subscription, Customer should export such Customer Content before the license expires.
- b. **Educational Programs.** Customer agrees to use Products provided under an educational program solely for educational purposes during the educational use Term. Customer shall not use Products for any Administrative Use unless Customer has acquired an Administrative Use license. "Administrative Use" means administrative activities that are not directly related to instruction or education, such as asset mapping, facilities management, demographic analysis, routing, campus safety, and accessibility analysis. Customer shall not use Products for revenue-generating or for-profit purposes.
- c. **Grant Programs.** Customer may use Products provided under a grant program for noncommercial purposes only. Except for cost recovery of using and operating the Products, Customer shall not use Products for revenue-generating or for-profit purposes.
- d. **Other Esri Limited-Use Programs.** If Customer acquires Products under any limited-use program not listed above, Customer's use of the Products may be subject to the terms set forth in the applicable launching page or enrollment form or as described on Esri's website in addition to the nonconflicting terms of this Agreement.

### 3.0 DATA

**3.1 Definitions.** The following definitions supplement the definitions provided in [Attachment A](#):

- a. **"Business Listing Data"** means any dataset that includes a list of businesses and may include other associated business attributes.
- b. **"Esri Content Package(s)"** means a digital file containing Online Services basemap Data extracted from the Online Services.
- c. **"Street Data"** means Data that includes or depicts information about roads, streets, and related features.

#### 3.2 Permitted Uses.

- a. Unless otherwise authorized in writing, Customer may only use Data with the Products for which Esri has provided the Data.
- b. Subject to the restrictions set forth in this Agreement and provided that Customer affixes an attribution statement to the Data representations acknowledging Esri or its applicable licensor(s) as the source of the portion(s) of the Data used for the Data representation, Customer may:
  - 1. Create representations of Data in hard-copy or static, electronic format (e.g., PDF, GIF, JPEG, HTML); in ArcGIS Web Maps; or in Esri Story Maps apps for the purposes of visualizing Data (including basic interactions such as panning, zooming, and identifying map features with simple pop-ups); and
  - 2. Use and include such representations of Data in presentation packages, marketing studies, or other reports or documents containing map images or data summaries derived from the use of Esri Products to third parties.
- c. Customer may take Online Services basemaps offline through Esri Content Packages and subsequently deliver (transfer) them to any device for use with licensed ArcGIS Runtime applications and ArcGIS Desktop. Customer may not otherwise scrape, download, or store Data.
- d. Customer may make any internal use of geocoded results that are obtained and stored in compliance with this Agreement. Customer may not redistribute geocoded results except to (i) use and/or display on a map in connection with Customer's public, non-revenue generating website(s), (ii) permit access to third-parties for the purposes of Customer's business, or (iii) deliver to third parties, on a noncommercial/non-revenue generating basis, static results, static output or static base map renderings.

#### 3.3 Use Restrictions.

- a. Customer may not act directly or authorize its customers to cobrand Data, use Data in any unauthorized service or product, or offer Data through or on behalf of any third party.
- b. Customer may not use or allow third parties to use Data, for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party.
- c. **Business Listing Data.** Unless authorized in writing, Customer may not use Business Listing Data for any direct marketing purposes, resale publication, or distribution to any third party as part of any mailing list, directory, classified advertising, or other compilation of information.
- d. **Street Data.** Customer may use Street Data for mapping, geocoding, routing, and transportation network analysis purposes. Unless otherwise authorized in writing, Customer may not use Street Data for
  - 1. Real-time navigational guidance, including alerting a user about upcoming maneuvers, such as warning of an upcoming turn or calculating an alternate route if a turn is missed;
  - 2. Synchronized multivehicle routing; or
  - 3. Synchronized route optimization.
- e. **Business Analyst Data.** Customer may cache Data provided with ArcGIS Business Analyst Mobile App on a mobile device for use in conjunction with its use of ArcGIS Business Analyst Server. Customer may not otherwise cache or download such Data.

- f. **Partial Dataset Licenses:** If Customer orders a subset of a dataset (e.g., a country, region, state, or local portion of a global database), Customer may use only the licensed subset, not any other portion of the full dataset.
- g. **Michael Bauer Research International Boundaries Data ("MBR Data").** Customer's right to use data downloaded to Customer's premises (e.g., MBR Data stored in ArcGIS Enterprise, ArcGIS Desktop) terminates 2 years after download.

**3.4 Supplemental Terms and Conditions for Data.** Certain Data licensors require Esri to flow down additional attribution requirements and terms of use to Customer. These terms supplement and amend the terms of this Agreement and are available at [www.esri.com/legal/third-party-data](http://www.esri.com/legal/third-party-data).

### 4.0 MAINTENANCE

**4.1 US Customers.** Esri will provide Maintenance for Software and Online Services in accordance with the Esri Maintenance and Support Program and this Agreement if Customer is in the United States.

**4.2 Customers outside the United States.** Customer may obtain maintenance services from their local Esri authorized distributor under the authorized distributor's own standard support policy.

### 5.0 PROFESSIONAL SERVICES

**5.1 Definitions.** The following definitions supplement the definitions provided in [Attachment A](#):

- a. **"Invention(s)"** means a patentable invention, discovery, innovation, or improvement, excluding Deliverables, relating to the subject matter of a Task Order.
- b. **"Inventor(s)"** means a party's principal, employee, consultant, or independent contractor that solely or jointly develops Inventions during Esri's performance under a Task Order.
- c. **"Professional Service Package(s)"** means a predefined unit of Professional Services, including travel-related expenses, provided at a firm fixed price.

**5.2 Permitted Uses.** Customer may use, copy, and modify Deliverables solely in conjunction with Customer's authorized use of Products.

#### 5.3 Task Orders and Project Schedule.

- a. Esri will provide Professional Services and Deliverables as specified in the Task Order.
- b. Each Task Order will reference this Agreement and specify the commencement date and, if known, the period of performance.
- c. Task Orders may have the format shown in [Attachment C](#) or any other agreed-upon format.
- d. Each party will identify, in writing, the project manager who is responsible for Professional Services and Deliverables described in Task Orders. By written notice to the other party's technical administrator, either party may replace the project manager at any time with a similarly qualified person.
- e. Other than pricing and descriptions of Professional Services to be performed, terms and conditions in a Task Order are not binding unless both parties have signed the Task Order. The terms of a signed Task Order take precedence over conflicting terms in this Agreement.

#### 5.4 Ownership of Deliverables and Inventions.

- a. Esri or its licensors own and retain ownership of Deliverables.
- b. Each party will retain all rights, title and ownership to any Inventions made or conceived solely by the respective Party's Inventors during the term of this Agreement, including, but not limited to, such Inventions that Esri's Inventors solely make or conceive while providing technical assistance pursuant to this Agreement.
- c. The parties will jointly own any inventions made or conceived jointly by Inventors from both Parties. The Parties will negotiate in good faith and cooperate reasonably in (i) deciding whether or not to seek or maintain, or to continue to seek or maintain, patent protection in any country on any joint Invention and the extent and scope of such protection and (ii) protecting and enforcing any patents issued on such joint Invention.

## 5.5 Acceptance.

- a. **For Firm Fixed Price Task Orders.** Customer will complete its acceptance review within 10 working days of receiving each Deliverable and classify the Deliverables as follows:
1. "DELIVERABLE ACCEPTED" means a Deliverable conforming to the applicable Task Order with no more than minor nonconformities.
  2. "DELIVERABLE ACCEPTED WITH REWORK" means a Deliverable substantially conforming to the applicable Task Order but having a significant number of identified nonconformities and accepted subject to rework by Esri. Esri will rework the Deliverable for the identified nonconformities and resubmit it within 30 days. Customer will rerun its acceptance review for the nonconformities detected in the initial review within 10 working days of such resubmission and will reclassify the Deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.
  3. "DELIVERABLE REJECTED" means a Deliverable that fails to substantially conform to applicable Task Order(s). Esri will rework the Deliverable and resubmit it to Customer within 30 days, at which time Customer will have 10 working days to rerun its acceptance review and reclassify the deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.
- Customer may not use any Deliverable in its business operations before acceptance as described in a.1 or a.2. If Customer does not notify Esri in writing within 10 working days after delivery that it has classified the Deliverable as ACCEPTED WITH REWORK or REJECTED in accordance with a.2 or a.3, or if Customer uses the Deliverable in its business operations, the Deliverable will be deemed, as of the first of either of these events to occur, to have been accepted.
- b. **For Task Orders with Professional Service Packages.** Professional Services that Esri performs under Professional Service Packages will be deemed accepted unless Customer notifies Esri within 10 days after performance. Customer may purchase additional Professional Service Packages as needed to complete Customer's work requirements.
- c. **For Time and Materials Task Orders.** Professional Services are provided strictly on a time and materials basis subject to the Task Order not-to-exceed funding limit. The Professional Services provided will be deemed accepted and in compliance with the professional and technical standards of the software industry unless Customer notifies Esri within 10 days after performance. Deliverables produced under a time and materials Task Order will not be subject to acceptance testing.

**5.6 Warranty for Deliverables.** Esri warrants to Customer that firm fixed price Deliverables materially comply with Specifications for a period of 90 days from delivery, subject to the limitations and disclaimers of liability set forth in the "Limited Warranties and Disclaimers" section of [Attachment B](#).

**5.7 Changes.** The parties may make changes within the general scope of a Task Order by mutual agreement. To document any agreed-to scope changes within the general scope of the Task Order that affects the cost or time required to provide a Deliverable, the parties will jointly sign a written amendment to the Task Order that includes an equitable adjustment in the price, schedule, or both.

**5.8 Customer Termination for Convenience.** Customer may terminate any Task Order at any time upon 30 days' written notice to Esri and upon payment to Esri of all amounts due to date pursuant to this Agreement, including reasonable expenses incurred as a direct result of the termination and the pro rata contract price for the Task Orders affected.

## 5.9 Payment; Invoices.

- a. **For Firm Fixed Price Task Orders.** Unless otherwise specified in a Task Order, Esri will prepare and submit monthly invoices based on the percentage of completion for each Deliverable as of the end of the preceding month. Upon acceptance of all Deliverables under a Task Order, the unpaid balance of the total Task Order value is due.
- b. **For Professional Service Packages.** Esri will submit an invoice for Professional Service Packages on receipt of an agreed-upon Task Order. Esri may, at its sole discretion, stop work to avoid exceeding the total labor hours or number of days allotted in the applicable Professional Service Package description set forth in

the applicable scope of work. Professional Service Packages expire if not used within 12 months of the Esri invoice date.

- c. **For Time and Materials Task Orders.**
1. Esri will submit to Customer written monthly invoices to the Customer address provided in the Task Order. The invoices will include the payment due for work performed, including travel time, and any other direct costs (ODCs) incurred as authorized under a Task Order. The amount invoiced for labor will be equal to the number of hours expended during the previous month, multiplied by the applicable labor rates. Esri will invoice meals on a per diem basis in accordance with the full daily limits specified on the government Defense Travel website at <https://www.defensetravel.dod.mil/site/perdiemCalc.cfm>. Esri and Customer may include hourly labor rates in this Agreement; if the parties elect to do so, [Attachment D](#) will identify the hourly labor rates for each labor category. Esri may change hourly labor rates for Services; any increase in the first 5 years will not exceed 5 percent per year. Esri will invoice ODCs, including travel-related expenses incurred, plus a 15 percent burden.
  2. Esri may reallocate the budget between activities, labor categories, and ODCs as necessary to facilitate the work effort, provided the overall price is not exceeded. If Esri reaches the funded not-to-exceed Task Order value and the activities are not completed, Customer may increase the order funding to allow additional work to be performed, or Esri may stop work without further obligation or liability.

**5.10 System and Data Access.** Each Task Order will specify any requirement for Customer to give Esri personnel access to Customer's systems or data.

## 6.0 ESRI MANAGED CLOUD SERVICES

**6.1 Definitions.** The following definitions supplement the definitions provided in [Attachment A](#):

- a. "Esri Managed Cloud Services Environment" means the hardware, Software, Data, and network platform that Esri or its third-party supplier provides as part of Esri Managed Cloud Services.
- b. "Hosting" means the business of housing and making accessible Customer Content via the Internet.

## 6.2 Provision of Esri Managed Cloud Services.

- a. **General Terms.** Use of Esri Managed Cloud Services is subject to the Cloud Services terms found in [Attachment B](#) of this Agreement.
- b. **Requirements Planning.** It is Customer's responsibility to plan for and address with Esri changes to Customer's requirements, such as the need for additional capacity, the update of an application or dataset, or increased level of system availability.
- c. **Compensation and Expenses.** Esri will invoice Customer for the one-time setup fee upon Task Order execution. Thereafter, Esri will invoice Customer monthly for the Esri Managed Cloud Services to be provided the following month. Customer will pay invoices within 30 days of receipt. Customer is responsible for any shipping or temporary storage costs incurred during the delivery of Customer Content to Esri or removal of Customer Content from the Esri Managed Cloud Services Environment. This paragraph does not apply to Esri Managed Cloud Services provided under the Advantage Program (see the section entitled "Advantage Program" in this Agreement).
- d. **Risk of Loss.** Risk of loss for all Customer Content shall at all times remain with Customer, and it is Customer's sole responsibility to maintain regular backups of Customer Content. Risk of loss for the Esri Managed Cloud Services Environment shall at all times remain with Esri.
- e. **Personally Identifiable Information.** Prior to providing any Customer Content under this Agreement, Customer shall notify Esri if Customer Content includes personally identifiable information.
- f. **Public Software.** Customer may not use, and may not authorize its end users or contractors to combine or use any Esri Offerings with any software (including any underlying dependencies), documentation, or other material distributed under an open source or other similar licensing or distribution model that requires as a condition of such model that any component of the Esri Offering to be (1) disclosed or distributed in source code form, (2) made available free of charge to third parties, or (3) modifiable without restriction by third parties.

- g. **Monitoring.** Customer will provide information and other materials related to its Customer Content as reasonably requested by Esri or its Hosting partner to verify Esri's or Customer's compliance with this Agreement. Esri or its Hosting partner, as applicable, may browse, index, or otherwise monitor the external interfaces of any Customer Content solely for the purpose of verifying compliance with this Agreement.

#### 7.0 TRAINING

7.1 **Definitions.** The following definitions supplement the definitions provided in Attachment A:

- a. **"Customer-Supplied Training Data"** means any digital dataset(s) including, but not limited to, geographic vector data, coordinates, raster data reports, or associated tabular attributes supplied by Customer for use in training.
- b. **"Esri Academy LMS Integration Subscription"** means an optional term-limited subscription to Esri Academy enabling a specific number of unique Customer student(s) access to Self-Paced E-Learning through the customer's Learning Management System.
- c. **"Esri E-Learning Content (SCORM Format) License"** means an optional term-limited license that provides Esri customers with Esri's e-learning content in SCORM (Shareable Content Object Reference Model) format to import into their Learning Management System.
- d. **"Esri Mobile Lab"** means a service in which Esri will deliver and set up a training environment at the Customer's site for use in conjunction with scheduled Esri Training Events only. The Esri Mobile Lab will include certain hardware, software, power cords, and network switches necessary for the instructor to set up the environment.
- e. **"Esri Training Event(s)"** means an Esri site class, Esri instructor-led online class, a Customer site/private class, workshop, or coaching services.
- f. **"Esri Training Representative"** means Customer's primary Esri liaison in organizing private Esri Training Events.
- g. **"Student(s)"** means a Customer employee or agent who is a registered participant in a specific Esri Training Event or Training-related services. If Customer is an individual, then Student means Customer.
- h. **"Training Pass"** means a nonrefundable, nontransferable block of prepaid training days with a fixed price per day throughout the Term of the Training Pass.
- i. **"Esri Mobile Router"** means a service in which Esri will deliver and setup a mobile router at the Customer's site for use in conjunction with a scheduled Esri Training Event only. The mobile router provides high-speed wireless internet access needed to run the Esri Training Event.
- j. **"Learning Management System" or "LMS"** shall mean third-party software acquired separately by Customer that allows Customer to consume E-Learning Content (SCORM Format) for the purpose of reserving it to the Customer's internal employees.

#### 7.2 Permitted and Prohibited Uses.

- a. Esri provides Training Materials for Training purposes only and for the exclusive use of the Student who attends the Training course for which the Training Materials are provided.
- b. Customer may reproduce copies of Training Materials for registered Students.
- c. Customer may not and may not permit any Student to (i) separate the component parts of Training Materials for any use or (ii) use audio or video recording equipment during an Esri Training Event.
- d. Esri may issue temporary Product authorizations if Customer has an insufficient number of Products available for Training. Customer may use such Products as Training Materials under the terms of this Agreement. Customer will uninstall all deployed Products and return any media provided by Esri upon conclusion of the Esri Training Event.
- e. Customer will retain ownership of any Customer-Supplied Training Data.

#### 7.3 Esri's Responsibilities.

Esri will

- a. Provide an instructor qualified to conduct Training;
- b. Provide all necessary Training Materials for Student; and

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- c. Confirm Esri Training Events approximately 10 business days prior to the scheduled start date. Esri will only confirm Student registrations that include a payment method. Registrations without a confirmed payment method are placed on the reservation waiting list. All reservations on the waiting list are subject to availability. Customer site/Private class and coaching services confirmation is also dependent on receipt of the completed Customer site training request form.

#### 7.4 Customer's Responsibilities.

Customer will

- a. Ensure that all Students have received confirmation from Esri to participate in an Esri Training Event. Esri reserves the right to disconnect any Student who permits unregistered student access to an online classroom Esri Training Event. In such case, the full Esri Training Event fee will be invoiced and payable;
- b. Ensure that all Students meet the minimum prerequisites for the applicable Esri Training Event as listed on Esri's training website;
- c. Submit Student registrations with payment method information at least 15 business days before the scheduled start date;
- d. Provide the Esri Training Representative with a list of names and email addresses of any Students who are to attend an Esri Training Event at least 3 business days before the scheduled start date, for compliance with the US embargoed country lists and the various US Government Lists of Parties of Concern or Specially Designated Nationals lists;
- e. For classes held at the Customer-designated facility, complete a client-site training request form; consult with Esri personnel to determine classroom, computer, and network requirements; and provide all such required classrooms, computers, and network access;
- f. Ensure that Student use of Training Materials provided by Esri complies with the terms of this Agreement; and
- g. Assume full liability and responsibility for Student attending Training course(s) under this Agreement.
- h. If the Esri Mobile Lab or Mobile Router is used, Customer will
  1. Take delivery of the Esri Mobile Lab or Mobile Router from the shipping agent, and keep it in a secure, locked area at all times;
  2. Immediately report any previously damaged Esri Mobile Lab or Mobile Router equipment to the Esri Training Representative upon receipt of the shipment; and
  3. Be financially responsible for loss of, damage to, or theft of Esri Mobile Lab or Mobile Router equipment while in Customer's possession.

#### 7.5 Student Registration and Training Event Change Policy.

- a. Customer will provide advance written notice to Esri Customer Service at [service@esri.com](mailto:service@esri.com) to reschedule or cancel any Esri Training Event or to substitute a student in a scheduled Esri Training Event.
- b. A replacement Student must be from the same Customer organization as the Student being replaced.
- c. If Customer reschedules an Esri Training Event three or fewer days before the scheduled start date, Esri will charge Customer 50 percent of the fee plus the cost of the rescheduled Esri Training Event.
- d. If Customer (i) cancels an Esri Training Event 3 or fewer days before the scheduled start date without concurrently rescheduling or (ii) is absent without notice from the Esri Training Event, Customer will be liable for the full Esri Training Event fee.
- e. If cancellation of an Esri Training Event is necessary due to causes beyond the party's reasonable control, the affected party may reschedule or cancel the Esri Training Event without incurring any liability.
- f. *Termination of Agreement.* Students who are currently registered for an Esri Training Event as of the date of termination of this Agreement may attend the scheduled Esri Training Event, subject to the terms and conditions of this Agreement.

#### 7.6 Invoicing; Prepaid Fees.

- a. Esri will invoice Customer upon completion of the Esri Training Event or on purchase of a Training Pass. On Customer request, Esri will invoice in advance for an Esri Training Event.

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- b. If Customer is invoiced and pays that invoice prior to the scheduled Esri Training Event, then Customer has 1 year from the date of the invoice to consume training days. For a multiyear order, training days must be consumed by the end date specified on the Esri quotation. Thereafter, all prepaid fees are forfeited.
- c. Training Pass policies and redemption rates are described at <https://www.esri.com/training/training-for-organizations/>.

This section 7.6 does not apply to Training provided under the Advantage Program.

**7.7 Availability and General Provision of Wireless Service**

- a. Esri will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to wireless service interruptions or unavailability.

**7.8 Esri E-Learning in the Customer's Learning Management System**

- a. Esri E-Learning Content (SCORM format) License, specific terms of use incorporated by reference are found at <https://www.esri.com/content/dam/esrisites/en-us/media/legal/scorm-lms/scorm-terms-and-conditions.pdf>
- b. Esri Academy LMS Integration Subscription, specific terms of use incorporated by reference are found at <https://www.esri.com/content/dam/esrisites/en-us/media/legal/scorm-lms/lms-terms-and-conditions.pdf>

**8.0 ADVANTAGE PROGRAM**

**8.1 Definitions.** The following definitions supplement the definitions provided in Attachment A:

- a. **"Activity Description"** means a mutually agreed upon written statement that confirms the number of Learning and Services Credits that Esri estimates is required to perform an activity and authorizes Esri to begin work based on such estimate. The Activity Description serves as the Task Order for Services provided under the Advantage Program.
- b. **"Advantage Program"** means either Advantage Program, as described at [www.esri.com/services/eeap/components](http://www.esri.com/services/eeap/components), or the Advantage Program for Partners, as described at [www.esri.com/partners/bpap/components](http://www.esri.com/partners/bpap/components).
- c. **"Authorized Contact"** means Customer's point of contact for the Advantage Program identified below.
- d. **"Learning and Services Credits"** means a contracted unit of exchange that Customer may use to acquire Professional Services, Training, PSS, Esri Managed Cloud Services, or related travel expenses as described below.
- e. **"Premium Support Services" or "PSS"** means a prioritized incident management and technical support program further described at <https://support.esri.com/en/support/premium>.
- f. **"Advisor"** means an Esri consultant assigned to work with Customer to provide Professional Services such as advising Customer on GIS strategies, facilitating annual planning, and developing and coordinating a collaborative work plan under the Advantage Program.

**8.2 Advantage Program Description.** The Advantage Program is provided on an order-by-order, annual subscription basis and provides strategy and planning support in addition to a menu of items including Professional Services, Training, PSS, and Esri Managed Cloud Services that Customer can select to best meet its needs with guidance from Advisor. The Advantage Program may change from time to time. The Advantage Program includes the following:

- a. **Advisor.** Customer will receive up to the number of Advisor hours ordered. Customer may elect to retain additional Advisor hours for a supplemental price.
- b. **Annual Planning Meeting.** A 1-day annual planning meeting is included.
- c. **Work Plan.** A collaboratively developed document is designed to drive the program's implementation through definition of Customer's GIS vision, goals, and objectives.
- d. **Learning and Services Credits.** Customer will receive the number of Learning and Services Credits ordered. Customer may use the credits toward any combination of Professional Services, Training, PSS, Esri Managed Cloud Services, or related travel expenses. Customer may order, for an additional price, additional Learning and Services Credits. Learning and Services Credits may be exchanged as described at the applicable

Advantage Program website. Esri will provide a monthly report outlining usage of Learning and Services Credits to date to the Authorized Contact.

- e. **Technology Webcasts.** Esri will provide an email invitation to the Authorized Contact for webcasts presenting business and technical information related to enterprise GIS.
- f. **No Project Services.** The Advantage Program is not designed for Esri to provide project-specific Professional Services such as custom application or database development for solutions or applications. Esri will not provide these types of Professional Services under the Advantage Program and does not warrant that Deliverables provided under an Advantage Program will comply with Specifications.

**8.3 Authorized Contact Information.** Customer identifies the following person as its initial Authorized Contact.

(to be completed by Customer):

Contact Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, ZIP: \_\_\_\_\_  
 \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Fax: \_\_\_\_\_

**8.4 Current on Maintenance.** Customer must remain current on standard Software Maintenance during the Advantage Program term.

**8.5 Authorization of Learning and Services Credits Use.** Customer will contact its account manager or Advisor to consume Learning and Services Credits for a particular request. Esri will submit an Activity Description by email to Customer for confirmation and authorization to use Learning and Services Credits. Customer may authorize the consumption of Learning and Services Credits by submitting an email. Esri will begin work and deduct the estimated credit amount stated in the Activity Description from the unused Learning and Services Credits available.

**8.6 Activity Descriptions for Esri Managed Cloud Services.** The Activity Description for Esri Managed Cloud Services orders must include the following:

- a. **The Esri Managed Cloud Services Term.** The time period in which Esri provides the Esri Managed Cloud Services to Customer. The Esri Managed Cloud Services term does not begin until setup and deployment of the data and application are complete.
- b. **Targeted System Availability.** The minimum percentage of time that Customer has external access to the application and associated Customer Content through the Internet. Examples of supported levels of system availability are 95 percent, 99 percent, and 99.9 percent. Not all Esri Managed Cloud Services offerings include a Targeted System Availability.
- c. **Number of Anticipated Requests.** A The number of requests made by an end user through a client (e.g., desktop computer, web application, mobile device) and sent to a server(s) that is set up in the Esri Managed Cloud Services Environment by Esri and performs computational tasks on behalf of the end user. An example of a common request used in a GIS is a map request. A map request is made every time a user pans, zooms, or queries a map service.
- d. **Amount of Data Storage.** The storage capacity required to retain digital data, which is to be used and consumed in Customer GIS applications or Cloud Services.
- e. **Learning and Services Credits Consumption.** The price for the Esri Managed Cloud Services in Learning and Services Credits.

The Data storage location may be defined in the Activity Description.

**8.7 Travel and Per Diem Expenses.** Any Esri travel and per diem expenses will be quoted separately. Travel expenses will include a 15 percent burden, and per diem will be determined in accordance with the full daily limits specified on the government Defense Travel website at <https://www.defensetravel.dod.mil/site/perdiemCalc.cfm>. Customer will use Learning and Services Credits for travel and per diem expenses.

**8.8 Notification of Consumed Credits.** Esri will notify Customer if the authorized Learning and Services Credits are consumed prior to completion of the requested work. Customer may elect to direct the use of additional Learning and Services Credits, if available; procure additional Learning and Services Credits; or notify Esri to stop work on such requested work. Esri reserves the right to stop work if Customer has consumed all its Learning and Services Credits.

**8.9 Review of Proposed Activities.** Any activities proposed to be completed under the Advantage Program will be subject to Esri's review and approval to ensure alignment with the intent of the program.

**8.10 Invoicing.**

- a. Esri shall invoice Customer as quoted for the Advantage Program subscription, additional Learning and Services Credits, or Advisor services upon receipt of Customer's order. Subsequently, Esri will invoice annually at least 30 days in advance of the Advantage Program subscription expiration date. Esri will extend the Advantage Program subscription for a subsequent annual term upon receipt of Customer's payment of the renewal invoice. Esri will invoice fees for additional Learning and Services Credits or Advisor services upon receipt of Customer's order.
- b. Pricing for program renewals and new or additional Services will be in accordance with Esri's standard pricing at the time of purchase or renewal.

**8.11 Termination and Expiration.** Upon termination or expiration of an Advantage Program subscription:

- a. Services will end as of the expiration or termination date stated; and
- b. Unless either party terminates the Advantage Program subscription for cause, Customer may apply any unused Learning and Services Credits toward any Professional Services, Training, PSS, or related travel expenses that are scheduled as of the termination or expiration date, provided that the Learning and Services Credits are used within 3 months after the termination or expiration date. Any other unused Learning and Services Credits will expire 30 days after the expiration or termination date; if Customer renews the Advantage Program subscription within this time period, any unused Learning and Services Credits will remain valid for up to 2 years from the purchase date or termination of this Agreement, whichever comes first.

**ATTACHMENT A  
GLOSSARY OF TERMS**

The following glossary of terms applies to all Esri Offerings and Services that Esri may provide to its customers. Certain Esri Offerings or Services may not be within the scope of this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

**"Affiliate"** means any entity that directly or indirectly (i) Controls; (ii) is Controlled by; or (iii) is under common Control with a party, where "Control" means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

**"API"** means application programming interface.

**"ArcGIS Website"** means [www.arcgis.com](http://www.arcgis.com) and any related or successor websites.

**"Authorization Code(s)"** means any key, authorization number, enablement code, login credential, activation code, token, user name and password, or other mechanism required for use of Esri Offerings.

**"Beta"** means any alpha, beta, or other prerelease version of a Product.

**"Cloud Services"** means Online Services and Esri Managed Cloud Services.

**"Content"** means data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, graphics components, icons, software, and other resources used in connection with Esri Offerings and Services.

**"Control"** means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

**"Customer Content"** means any Content that Customer provides, uses, or develops in connection with Customer's use of Esri Offerings or Services, including Value-Added Applications. Customer Content excludes any feedback, suggestions, or requests for improvements that Customer provides to Esri.

**"Data"** means any commercially available digital dataset(s) including, but not limited to, geographic vector data, raster data reports, or associated tabular attributes that Esri bundles with other Esri Offerings or delivers independently.

**"Deliverables"** means anything that Esri delivers to Customer as a result of performance of Professional Services.

**"Documentation"** means all user reference documentation that Esri provides with a Deliverable or an Esri Offering.

**"Esri Managed Cloud Services"** means a Customer-specific cloud infrastructure, Software, Data, and network platform that Esri hosts, manages, and makes available to Customer or Customer's end users via the Internet.

**"Esri Offering(s)"** means any Product or Documentation. If Esri provides Training or Professional Services directly to Customer, then Esri Offerings also include Deliverables and Training Materials. Esri Offerings exclude Services and Third-Party Content.

**"GIS"** means geographic information system.

**"Maintenance"** means a subscription program that Esri provides and that entitles Customer to Product updates and other benefits such as access to technical support and self-paced, web-based learning resources.

**"Malicious Code"** means software viruses; worms; time bombs; Trojan horses; or any other computer code, files, denial of service, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment.

**"Online Services"** means any commercially available, Internet-based geospatial system that Esri provides, including applications and associated APIs for storing, managing, publishing, and using maps, data, and other information. Online Services exclude Data and Content.

**"Ordering Document(s)"** means a sales quotation, Maintenance renewal quote, purchase order, proposal, Task Order, or other document identifying Esri Offerings, updates, or Services that Customer orders.

**"Perpetual License"** means a license to use a version of the Esri Offering for which applicable license fees have been paid, indefinitely, unless terminated by Esri or Customer as authorized under this Agreement.

**"Product(s)"** means Software, Data, and Online Services.

**"Professional Services"** means any development or consulting services that Esri provides to Customer.

**"Sample(s)"** means sample code, sample applications, add-ons, or sample extensions of Products.

**"Service(s)"** means Maintenance. If Esri provides Esri Managed Cloud Services, Training, or Professional Services directly to Customer, then Services also include Esri Managed Cloud Services, Training, and Professional Services.

**"Software"** means any proprietary commercial off-the-shelf software, excluding Data, accessed or downloaded from an Esri-authorized website or that Esri delivers on any media in any format including backups, updates, service packs, patches, hot fixes, or permitted merged copies.

**"Specification(s)"** means (i) the Documentation for Software and Online Services, (ii) the scope of work set forth in any Task Order, or (iii) Esri's published course descriptions for Training.

**"Task Order(s)"** means an Ordering Document for Services.

**"Term License"** means a license for use of an Esri Offering for a limited time period ("**Term**").

**"Third-Party Content"** means any Content that Customer may obtain from a third-party website or that persons other than Esri employees, suppliers, or contractors may directly contribute to Esri's website.

**"Training"** means (i) Product training or (ii) related training that Esri provides under this Agreement.

**"Training Materials"** means digital or printed Content required to complete Training, which may include, but is not limited to, workbooks, data, concepts, exercises, assessments, and exams.

**"Value-Added Application(s)"** means an application developed by Customer for use in conjunction with the authorized use of any Software, Data, or Online Services.

## ATTACHMENT B GENERAL TERMS AND CONDITIONS

The following general terms and conditions apply to all Esri Offerings and Services that Esri may offer to its customers. Certain Esri Offerings or Services may not be available under this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

### ARTICLE B.1—GENERAL USE RESTRICTIONS

Except as expressly permitted in this Agreement, Customer will not

- a. Sell, rent, lease, sublicense, distribute, lend, time-share, or assign Services or Esri Offerings;
- b. Distribute or provide direct access to Services or Esri Offerings to third parties, in whole or in part, including, but not limited to, extensions, components, or DLLs;
- c. Distribute Authorization Codes to third parties;
- d. Reverse engineer, decompile, or disassemble any Product or Deliverable delivered in compiled form;
- e. Make any attempt to circumvent the technological measure(s) that controls access to or use of Esri Offerings;
- f. Store, cache, use, upload, distribute, or sublicense Content or otherwise use Esri Offerings in violation of Esri's or a third-party's rights, including intellectual property rights, privacy rights, nondiscrimination laws, export laws, or any other applicable law or regulation;
- g. Remove or obscure any Esri or its licensors' patent, copyright, trademark, proprietary rights notices, or legends contained in or affixed to any Esri Offerings, output, metadata file, or online or hard-copy attribution page of any Data or Documentation;
- h. Unbundle or independently use individual or component parts of Esri Offerings;
- i. Incorporate any portion of Esri Offerings into a product or service for third-party use that competes with the Esri Offerings;
- j. Publish or in any other way communicate the results of benchmark tests run on Beta Products without the prior written permission of Esri and its licensors; or
- k. Use, incorporate, modify, distribute, provide access to, or combine any Esri Offerings in a manner that would subject any Esri Offering to open-source or open-database license terms (e.g. GPL) that require any part of the Esri Offering to be subject to additional terms, for example
  1. Disclosed in source code form to third parties;
  2. Licensed to third parties for the purpose of making derivative works; or
  3. Redistributable to third parties at no charge; or
- l. Generate revenue by providing access to Software or Online Services through a Value-Added Application.

These restrictions will not apply to the extent that they conflict with applicable law or regulation.

### ARTICLE B.2—TERM AND TERMINATION

**B.2.1** Customer may terminate this Agreement or any Esri Offerings license or subscription at any time upon written notice to Esri. Termination without cause does not entitle Customer to receive any refund of fees paid. Any right to terminate pending Services engagements for convenience is set forth in the applicable section in the body of this Agreement. Either party may terminate this Agreement or any license or subscription for a material breach that is not cured within 30 days of written notice to the breaching party. Upon any termination of this Agreement for breach, Esri will stop providing Services. Any licenses in Esri Offerings that survive termination of this Agreement continue under the terms of this Agreement.

**B.2.2** If Esri terminates this Agreement following Customer's breach, then Esri may also, at its election, terminate Customer's licenses or subscriptions to Esri Offerings. If Customer terminates this Agreement for cause or convenience, then Customer may, at its election, also terminate Customer's licenses or subscriptions to Esri Offerings.

**B.2.3** Upon any termination or expiration of a license or subscription, Customer will

- a. Stop accessing and using the terminated or expired Esri Offerings;
- b. Clear any client-side data cache derived from the terminated or expired Cloud Services; and
- c. Stop using and uninstall, remove, and destroy all copies of the terminated or expired Esri Offerings in Customer's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to Esri or its authorized distributor.

Esri may stop performing Services immediately upon written notice to Customer if a bankruptcy or insolvency proceeding is commenced by or against Customer until the trustee cures any existing defaults and provides adequate assurance of future performance under this Agreement. This Agreement terminates upon the insolvency, liquidation, or dissolution of either party.

#### ARTICLE B.3—LIMITED WARRANTIES AND DISCLAIMERS

**B.3.1 Limited Warranties.** Except as disclaimed below, Esri warrants to Customer that (i) Products and Training will substantially comply with the applicable Specifications and (ii) Services will substantially conform to the professional and technical standards of the industry. The warranty period for Esri Offerings offered under a Perpetual License and for Services runs for 90 days from the date of delivery or from the date of acceptance if this Agreement provides an acceptance period. The warranty period for Esri Offerings offered under a subscription or Term License basis runs for the lesser of (i) the duration of the subscription or term or (ii) 90 days from delivery or acceptance if this Agreement provides an acceptance period.

**B.3.2 Special Disclaimer. Third-Party Content; Data; Samples; hot fixes; patches; updates; Online Services provided at no charge; and trial, evaluation, and Beta Products are delivered "as is" and without warranty of any kind.**

**B.3.3 General Disclaimer.** Except for the express limited warranties set forth in this Agreement, Esri disclaims all other warranties or conditions of any kind, whether express or implied, including, but not limited to, warranties or conditions of merchantability, fitness for a particular purpose, and noninfringement of intellectual property rights. Esri is not responsible for any nonconformities with Specifications or loss, deletion, modification, or disclosure of Customer Content caused by Customer's modification of any Esri Offering other than as specified in the Documentation. Esri does not warrant that Esri Offerings, or Customer's operation of the same, will be uninterrupted, error free, fault tolerant, or fail-safe or that all nonconformities can or will be corrected. Esri Offerings are not designed, manufactured, or intended for use in environments or applications that may lead to death, personal injury, or physical property or environmental damage. Customer should not follow any navigational route suggestions that appear to be hazardous, unsafe, or illegal. Any such uses will be at Customer's own risk and cost.

**B.3.4 Disclaimers.**

- a. **Internet Disclaimer.** Neither party will be liable for damages under any theory of law related to the performance or discontinuance of operation of the Internet or to regulation of the Internet that might restrict or prohibit the operation of Cloud Services.
- b. **Third-Party Websites; Third-Party Content.** Esri is not responsible for any third-party website or Third-Party Content that appears in or is referenced by Esri Offerings or Esri websites, including [www.esri.com](http://www.esri.com), [developers.arcgis.com](http://developers.arcgis.com), [livingatlas.arcgis.com](http://livingatlas.arcgis.com) and [www.arcgis.com](http://www.arcgis.com). Providing links to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.

**B.3.5 Exclusive Remedy.** Customer's exclusive remedy and Esri's entire liability for breach of the limited warranties in this section will be to replace any defective media and to (i) repair, correct, or provide a workaround for the applicable Esri Offering or Services or (ii) at Esri's election, terminate Customer's right to use and refund the fees paid for Esri Offerings or Services that do not meet Esri's limited warranties.

#### ARTICLE B.4—LIMITATION OF LIABILITY

**B.4.1 Disclaimer of Liability.** Neither Customer, Esri, nor any Esri authorized distributor or third party licensor will be liable for any indirect, special, incidental, or consequential damages; lost profits; lost sales; loss of goodwill; costs of procurement of substitute goods or services; or damages exceeding the applicable license fees, or current subscription fees, or Services fees paid or owed to Esri for the Esri Offerings or Services giving rise to the cause of action.

**B.4.2** The limitations and exclusions of liability in the preceding paragraph do not apply to Customer's infringement, misuse, or misappropriation of Esri's or Esri's licensors' intellectual property rights, either party's indemnification obligations, gross negligence, willful misconduct, or violations of the Export Compliance clause of this Agreement or any applicable law or regulation.

**B.4.3 Applicability of Disclaimers and Limitations.** Esri or its authorized distributor has set its fees and entered into this Agreement in reliance on the disclaimers and limitations in this Agreement; the fees reflect an allocation of risk that is an essential basis of the bargain between the parties. **These limitations will apply whether or not a party is aware of the possibility of any damage and notwithstanding any failure of essential purpose of any exclusive, limited remedy.**

**B.4.4** The foregoing disclaimers, limitations, and exclusions may be invalid in some jurisdictions and apply only to the extent permitted by applicable law or regulation in Customer's jurisdiction. Customer may have additional rights that may not be waived or disclaimed. Esri does not seek to limit Customer's warranty or remedies to any extent not permitted by law.

#### ARTICLE B.5—INDEMNIFICATIONS

**B.5.1 Definitions.** The following definitions supplement the definitions provided in [Attachment A](#):

- a. "Claim" means any claim, action, or demand by a third party.
- b. "Indemnitees" means Customer and its directors, officers, and employees.
- c. "Infringement Claim(s)" means any Claim alleging that Customer's use of or access to any Esri Offering or Service infringes a patent, copyright, trademark, or trade secret.
- d. "Loss(es)" means expenditure, damage award, settlement amount, cost, or expense, including awarded attorneys' fees.

**B.5.2 Infringement Indemnity.**

- a. Esri will defend, hold all Indemnitees harmless from, and indemnify any Loss arising out of an Infringement Claim.
- b. If Esri determines that an Infringement Claim is valid, Esri may, at its expense, either (i) obtain rights for Customer to continue using the Esri Offerings or Services or (ii) modify the Esri Offerings or Services while maintaining substantially similar functionality. If neither alternative is commercially reasonable, Esri may terminate Customer's right to use the Esri Offerings or Services and will refund any (a) license fees that Customer paid for the infringing Esri Offerings or Services acquired under a Perpetual License, prorated on a 5-year, straight-line depreciation basis beginning from the initial date of delivery or (b) unused portion of fees paid for Term Licenses, Subscriptions, and Maintenance.
- c. Esri has no obligation to defend an Infringement Claim or to indemnify Customer to the extent the Infringement Claim arises out of (i) the combination or integration of Esri Offerings or Services with a product, process, system, or element that Esri has not supplied or specified in the Specification; (ii) alteration of Esri Offerings or Services by anyone other than Esri or its subcontractors; (iii) compliance with Customer's specifications; or (iv) use of Esri Offerings or Services after Esri either provides a modified version to avoid infringement or terminates Customer's right to use the Esri Offerings or Services.

**B.5.3 General Indemnity.** Esri will defend and hold all Indemnitees harmless from, and indemnify any Loss arising out of, any Claim for bodily injury, death, or tangible or real property damage brought against any of the Indemnitees to the extent arising from any negligent act or omission or willful misconduct by Esri or its directors, officers, employees, or agents performing Services while on Customer's site.



**B.5.4 Conditions for Indemnification.** As conditions for indemnification, but for those defined as Infringement Claims (see B.5.2 c.), Indemnitee will (i) promptly notify Esri in writing of the Claim, (ii) provide all available documents describing the Claim, (iii) give Esri sole control of the defense of any action and negotiation related to the defense or settlement of any Claim, and (iv) reasonably cooperate in the defense of the Claim at Esri's request and expense.

**B.5.5 This section sets forth the entire obligation of Esri, its authorized distributor, and its third party licensors regarding any Claim for which Esri must indemnify Customer.**

#### ARTICLE B.6—INSURANCE

If Esri is providing Services, Esri will carry, at a minimum, the following coverage:

- a. Comprehensive general liability or commercial general liability with a minimum coverage of \$1,000,000.00 (US dollars) combined single limit per occurrence for bodily injury, including death, and property damage liability to include the following:
  1. Premises and operations;
  2. Blanket contractual liability;
  3. Broad form property damage;
  4. Independent contractors;
  5. Personal injury, with employee exclusion deleted; and
  6. Completed operations.
- b. Workers' compensation insurance, with waiver of subrogation, in an amount that complies with statutory limits.

#### ARTICLE B.7—SECURITY AND COMPLIANCE

**B.7.1 Security.** Esri publishes its security capabilities at <https://trust.arcgis.com>. Customer may give Esri personnel access to Customer systems or to Customer or third-party personal information, controlled information, or sensitive data if access is essential for Esri's performance of Services and if Esri expressly agrees to such access. Esri will use reasonable administrative, technical, and physical safeguards to protect such data and guard against unauthorized access. Customer bears responsibility to (i) confirm that Esri's published security and privacy controls meet all applicable legal requirements for protection of Customer Content and (ii) upload or share Customer Content through Cloud Services only when it is legal to do so. Esri is not responsible to review Customer Content to ensure compliance with applicable laws and regulations. Customer must contact Esri at [securesupport@esri.com](mailto:securesupport@esri.com) for further instruction before providing any Customer Content that requires security measures other than Esri's published security capabilities.

**B.7.2 Malicious Code.** Esri will use commercially reasonable efforts to ensure that Esri Offerings will not transmit any Malicious Code to Customer. Esri is not responsible for Malicious Code that Customer introduces to Esri Offerings or that is introduced through Third-Party Content.

**B.7.3 Export Compliance.** Each party will comply with all applicable export and trade sanctions laws and regulations, including the US Department of Commerce's Export Administration Regulations (EAR), the US Department of State's International Traffic in Arms Regulations (ITAR), the US Department of Treasury, Office of Foreign Assets Control (OFAC) Regulations, and other applicable export laws. Customer will not export, reexport, transfer, release, or otherwise dispose of, in whole or in part, or permit access to or transfer or use of Services or Esri Offerings to any United States embargoed countries currently including Iran, Syria, North Korea, Cuba, Crimea region of Ukraine, the Donetsk People's Republic (DNR) and Luhansk People's Republic (LNR), or denied entities or persons except in accordance with all then-current applicable US government export laws and regulations. Customer will not export, reexport, transfer, or use Services or Esri Offerings for certain missile, nuclear, chemical, or biological activities or end uses without proper authorization from the US government. Customer shall immediately notify Esri in writing if any US government entity or agency denies, suspends, or revokes Customer's export privileges. Customer will not upload, store, or process in Cloud Services any Customer Content that (i) has an Export Control Classification Number (ECCN) other than EAR99 or (ii) is controlled for export from the United States under ITAR. Customer will notify Esri in advance if Esri's performance

of any Services or provision of any Esri Offerings is related to any defense article, defense service, or technical data, as defined under the ITAR Sections 120.31, 120.32, and 120.33, respectively; Esri will not perform any such Services or provide any such Esri Offerings until Esri obtains any necessary export license from the US government. Customer will reasonably assist Esri in applying for and obtaining an export license if needed.

**B.7.4 Privacy.** Esri will process personal data according to the terms of the Data Processing Addendum available at <https://www.esri.com/en-us/privacy/overview>.

#### ARTICLE B.8—CLOUD SERVICES

**B.8.1 Prohibited Uses.** Customer shall not provide Customer Content or otherwise access or use Cloud Services in a manner that

- a. Creates or transmits spam, spoofings, or phishing email or offensive or defamatory material; or stalks or makes threats of physical harm;
- b. Stores or transmits any Malicious Code;
- c. Violates any law or regulation;
- d. Infringes or misappropriates the rights of any third party;
- e. Probes, scans, or tests the vulnerability of Cloud Services or breach any security or authentication measures used by Cloud Services without written approval from Esri's Product Security Officer; or
- f. Benchmarks the availability, performance, or functionality of Cloud Services.

**B.8.2 Service Interruption.** System failures or other events beyond Esri's reasonable control may interrupt Customer's access to Cloud Services. Esri may not be able to provide advance notice of such interruptions.

#### B.8.3 Customer Content.

- a. Customer grants Esri and its subcontractors a nonexclusive, nontransferable, worldwide right to host, run, modify, and reproduce Customer Content as needed to provide Cloud Services to Customer. Esri will not access, use, or disclose Customer Content without Customer's written permission except as reasonably necessary to support Customer's use of Cloud Services. Except for the limited rights granted to Esri under this Agreement, Customer retains all its rights, title, and interest in the Customer Content.
- b. If Customer accesses Cloud Services with an application provided by a third party, Esri may disclose Customer Content to such third party as necessary to enable interoperability between the application, Cloud Services, and Customer Content.
- c. Esri may disclose Customer Content if required to do so by law or regulation or by order of a court or other government body, in which case Esri will reasonably attempt to limit the scope of disclosure.
- d. When Customer's use of Cloud Services ends, Esri will either
  1. Make Customer Content available to Customer for download for a period of 30 days unless Customer requests a shorter window of availability or Esri is legally prohibited from doing so; or
  2. Download all Customer Content in Esri's possession to a medium of Customer's choosing and deliver such Customer Content to Customer.

Esri will have no further obligations to store or return Customer Content at the conclusion of the Cloud Services.

**B.8.4 Removal of Customer Content.** Esri may remove or delete Customer Content if there is reason to believe that uploading Customer Content to or using it with Cloud Services materially violates this Agreement. If reasonable under these circumstances, Esri will notify Customer before removing Customer Content. Esri will respond to any Digital Millennium Copyright Act takedown notices in accordance with Esri's copyright policy, available at [www.esri.com/legal/dmca\\_policy](http://www.esri.com/legal/dmca_policy).

**B.8.5 Service Suspension.** Esri may suspend access to Cloud Services (i) if Customer materially breaches this Agreement and fails to timely cure the breach; (ii) if Esri reasonably believes that Customer's use of Cloud Services will subject Esri to immediate liability or adversely affect the integrity, functionality, or usability of the Cloud Services; (iii) for scheduled maintenance; (iv) to enjoin a threat or attack on Cloud Services; or (v) if Cloud

Services become prohibited by law or regulated to a degree that continuing to provide them would impose a commercial hardship. When feasible, Esri will notify Customer of any Cloud Services suspension beforehand and give Customer reasonable opportunity to take remedial action.

Esri is not responsible for any damages, liabilities, or losses that may result from any interruption or suspension of Cloud Services or removal of Customer Content as described above.

**B.8.6 Notice to Esri.** Customer will promptly notify Esri if Customer becomes aware of any unauthorized use of Customer's subscription or any other breach of security regarding Cloud Services.

#### ARTICLE B.9—GENERAL PROVISIONS

**B.9.1 Payment.** Customer will pay each correct invoice no later than 30 days after receipt and will remit payment to the address stated on the invoice. Customers outside the United States will pay the authorized distributor's invoices in accordance with the authorized distributor's payment terms.

**B.9.2 Feedback.** Esri may freely use any feedback, suggestions, or requests for Product improvement that Customer provides to Esri.

**B.9.3 Patents.** Customer may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Products. This express prohibition on patenting will not apply to Customer's software and technology except to the extent that Products, or any portion thereof, are part of any claim or preferred embodiment in a patent application or a similar application.

**B.9.4 Restrictions on Solicitation.** Neither party will solicit for hire any employee of the other party who is associated with the performance of Services during the performance of the Services and for a period of 1 year thereafter. This does not restrict either party from publicly advertising positions for hire in newspapers, professional magazines, or Internet postings.

**B.9.5 Taxes and Fees; Shipping Charges.** Pricing of Esri Offerings and Services that Esri quotes to Customer is exclusive of any and all applicable taxes or fees including, but not limited to, sales tax, use tax, or value-added tax (VAT); customs, duties, or tariffs; shipping and handling charges; and vendor enrollment fees. Esri will add any fees that it is required to pay to the total amount of its invoice to Customer. Esri may include estimated taxes and shipping and handling charges in its quotations but may adjust these fees on invoicing. For Customers outside the United States, the authorized distributor may quote taxes or fees in accordance with its own policies.

**B.9.6 Compliance Review.** Customer will keep accurate and complete records and accounts pertaining to its compliance with its obligations under this Agreement. Esri or its authorized distributor may conduct a compliance review of these records and accounts with no less than 14 business days' written notice or may appoint an independent third party to conduct such a compliance review on its behalf. Customer will promptly correct any noncompliance identified during the compliance review. Neither Esri nor Esri's authorized distributor may conduct a compliance review of Customer within 12 months after the conclusion of any prior compliance review that does not reveal any material Customer noncompliance.

**B.9.7 No Implied Waivers.** The failure of either party to enforce any provision of this Agreement is not a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

**B.9.8 Severability.** If any provision of this Agreement is held to be unenforceable for any reason, (i) such provision will be reformed only to the extent necessary to make the intent of the language enforceable, and (ii) all other provisions of this Agreement will remain in effect.

**B.9.9 Successor and Assigns.** Customer will not assign, sublicense, or transfer Customer's rights or delegate Customer's obligations under this Agreement without Esri's and its authorized distributor's prior written consent, and any attempt to do so without consent will be void. This Agreement will be binding on the respective successors and assigns of the parties to this Agreement. Notwithstanding, a contractor under contract to the government to deliver Products may assign this Agreement and Products acquired for delivery to its government

customer upon written notice to Esri, provided the government customer assents to the terms of this Agreement. Upon mutual agreement, Esri's Affiliates may provide Services under the terms of this Agreement; in such cases, the Ordering Documents will identify the Affiliate as the party that provides the Services. Esri's authorized distributors are not Affiliates of Esri.

**B.9.10 Survival of Terms.** The Glossary of Terms and provisions of the following Articles of these General Terms and Conditions will survive the expiration or termination of this Agreement: "Limited Warranties and Disclaimers," "Limitation of Liability," "Indemnifications," and "General Provisions."

**B.9.11 US Government Customer.** The Products are commercial items, developed at private expense, provided to Customer under this Agreement. If Customer is a US government entity or US government contractor, Esri licenses or provides subscriptions to Customer in accordance with this Agreement under FAR Subparts 12.211/12.212 or DFARS Subpart 227.7202. Esri Data and Online Services are licensed or subscribed under the same DFARS Subpart 227.7202 policy as commercial computer software for acquisitions made under DFARS. Products are subject to restrictions, and this Agreement strictly governs Customer's use, modification, performance, reproduction, release, display, or disclosure of Products. Agreement provisions that are inconsistent with federal law regulation will not apply. A US government Customer may transfer Software to any of its facilities to which it transfers the computer(s) on which it has installed such Software. If any court, arbitrator, or board holds that a US government Customer has greater rights to any portion of Products under applicable public procurement law, such rights will extend only to the portions affected. ArcGIS Online has been granted FedRAMP tailored low authorization but does not meet higher security requirements including those found in DFARS 252.239-7010.

**B.9.12 Governing Law.** This Agreement is not subject to the United Nations Convention on Contracts for the International Sale of Goods.

- a. **Government Entities.** If Customer is a government entity, the applicable laws of Customer's jurisdiction govern this Agreement.
- b. **Nongovernment Entities.** US federal law and the law of the State of California exclusively govern this Agreement, excluding their respective choice of law principles.

**B.9.13 Dispute Resolution.** The parties will use the following dispute resolution processes:

- a. **Equitable Relief.** Either party will have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or proving injury as a condition for relief.
- b. **US Government Agencies.** This Agreement is subject to the Contract Disputes Act of 1978, as amended (41 USC 601-613).
- c. **Other Government Entities.** Esri will comply with mandatory dispute resolutions under applicable law.
- d. **Arbitration.** Except as noted above, the parties will submit to binding arbitration to resolve any dispute arising out of or relating to this Agreement that cannot be settled through negotiation. If Customer is in the United States or one of its territories or outlying areas, the Commercial Arbitration Rules of the American Arbitration Association will govern the arbitration proceedings. If Customer is outside the United States, the Rules of Arbitration of the International Chamber of Commerce will govern the proceedings. The parties will select a single arbitrator in accordance with the applicable arbitration rules. The language of the arbitration will be English. Arbitration will be at an agreed-upon location. Either party will, at the request of the other, make available documents or witnesses relevant to the major aspects of the dispute.

**B.9.14 Force Majeure.** A party will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond the party's reasonable control. Such causes may include, but are not limited to, acts of God, war, strikes, labor disputes, cyber attacks, laws, regulations, government orders, or any other force majeure event.

**B.9.15 Independent Contractor.** Esri is and at all times will be an independent contractor. Nothing in this Agreement creates an employer/employee, principal/agent, or joint venture relationship between Esri or its authorized distributor and Customer. No party has any authority to enter into contracts on behalf of another party or otherwise act on behalf of another party.

**B.9.16 Notice.** Customer may send notices required under this Agreement to Esri at the following address:

Environmental Systems Research Institute, Inc.  
Attn.: Contracts and Legal Department  
380 New York Street  
Redlands, CA 92373-8100  
USA  
Tel.: 909-793-2853  
Email: [LegalNotices@esri.com](mailto:LegalNotices@esri.com)

**ATTACHMENT C**  
**SAMPLE TASK ORDER**  
Esri Agreement No. \_\_\_\_\_  
Task Order No. \_\_\_\_\_

In accordance with the terms and conditions of the above-referenced Agreement between Environmental Systems Research Institute, Inc. ("Esri"), and \_\_\_\_\_ ("Customer"), \_\_\_\_\_ ("Customer Address"), this Task Order authorizes preparation and provision of the Deliverables described and in accordance with the terms, schedule, and start/end date(s) specified below.

1. Scope of Work: *[As applicable, specifically identify and describe Deliverables including custom code, map data, technical data (including technical assistance), and the resources to be provided by Customer (including Customer-supplied personnel, software, hardware, and digital or hard-copy data) and place of delivery and location where technical assistance will be provided.]*

In addition to the foregoing, Customer agrees that its employees, representatives, and subcontractors will cooperate and communicate with Esri during performance of this Task Order. Without cost to Esri, Customer shall provide, allow access to, or assist Esri in obtaining all data Esri requests for performance of this Task Order, including, but not limited to, (1) copies of previously prepared reports, maps, plans, surveys, records, and other documents in the control or possession of Customer and (2) copies of ordinances, codes, regulations, or other governmental documents.

2. Contract Type: *[Firm Fixed Price (FFP) or Time and Materials (T&M)]*:
3. Total Task Order Value (if FFP) or Not-to-Exceed Value (if T&M):
4. Customer Address for the Receipt of Esri Invoices:
5. Delivery Schedule or Start/End Date(s) for Each Deliverable:
6. Special Considerations:
7. Esri Project Manager: *[insert name, telephone, fax, and email address]*  
Esri Senior Contract Administrator: *[insert name, telephone, fax, and email address]*  
Customer Project Manager: *[insert name, telephone, fax, and email address]*  
Customer Senior Contract Administrator: *[insert name, telephone, fax, and email address]*  
Customer Accounts Payable Contact: *[insert name, telephone, fax, and email address]*

ACCEPTED AND AGREED:

<p><u>[sample only—do not sign]</u> (Customer)</p> <p>Signature: <u>[sample only—do not sign]</u></p> <p>Printed Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (Esri)</p> <p>Signature: <u>[sample only—do not sign]</u></p> <p>Printed Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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ATTACHMENT D  
TIME AND MATERIALS RATE SCHEDULE

See Quotation for Pricing.

A **Motion** was made by **Dawn Flatford** and **Seconded** by **Angela Conner-Murphy** to approve the ESRI Contract as presented.

County Chairman Jason Bailey called for a Roll Call Vote. **Commissioners Voting For:** Lynn Beeler, Mike Boles, Angela Conner-Murphy, Danny Cooke, Bill Cox, Greg Dyer, Linda Effler, Dawn Flatford, Sidney Jessee, Jr., R.L. Jones, Larry Lay, Ashley Mike, Kenny Moore, Gerald Simmons, Eddie Simpson and Cheryl Walker. **Commissioners Voting Against:** None. **Commissioners Passing:** None. **Motion Carried.**

ii. Idemia/COAT



SERVICES AGREEMENT

This Services Agreement ("Agreement") is entered into as of the 27th day of September, 2022 ("Effective Date"), by and between County officials Association of Tennessee having an office at 226 Anne Dallas Dudley Blvd, Ste. 200, Nashville, TN 37219 USA ("COAT") and, Union County Clerk Office, having an office at 825 Main St, Maynardville, TN 37807 ("Service Provider").

WHEREAS: IDEMIA Identity and Security USA LLC ("IDEMIA" or "Prime Contractor") is the Prime Contractor under a contract to provide biometric identification services for one or more government agencies; and

WHEREAS: Prime Contractor has contracted with COAT under which COAT shall provide Services to Prime Contractor as required by Prime Contractor's contract with the Customer(s); and

WHEREAS: COAT has requested Service Provider to provide biometric identification services as COAT's subcontractor and Service Provider agrees to provide such services under the terms and conditions of this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. DEFINITIONS

For purposes of this Agreement the following terms shall have the following meanings:

- A) "Agency" or "Customer" shall mean the government agency identified in Attachment A and to which an Applicant's biometric and biographic information is transmitted
B) "Applicant(s)" shall mean those individuals who have their biometric and biographic information transmitted to the Agency.
C) "Applicant Fees" shall mean any fees due from Applicants, as specified in the SOW, or as otherwise communicated to Service Provider from time to time.
D) "Fees" shall mean those fees specified in Attachment A for Service Provider's provision of Services.
E) "Prime Contract" shall mean the contract between Prime Contractor and one or more government entities, under which this Agreement between COAT and Service Provider is placed..
F) "Services" shall mean those services described in Attachment A or any subsequent SOW executed by the parties.
G) "Statement of Work" or "SOW" shall mean Attachment A to this Agreement and any statement of work subsequently executed by the parties or any amendment to this Agreement to identify Services and set forth any additional terms and conditions. Should the SOW include any terms that are more stringent or restrictive than those of this Agreement, the terms of the SOW shall control.

2. SERVICES

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In consideration of COAT payment to Service Provider of the Fees, Service Provider hereby agrees to provide the Services in accordance with the terms and conditions of this Agreement and of all Attachments and Schedules hereto and any SOW, which shall be deemed incorporated into, and made a part of, this Agreement by this reference. Service Provider hereby agrees that COAT and IDEMIA may identify Service Provider as a subcontractor and provide relevant contact information in any proposals or bids COAT submits to IDEMIA, or renewals thereof. COAT may, from time to time, upon mutual written agreement (email is sufficient), license office space from Service Provider in order for COAT or IDEMIA employees to perform services that are the same or similar to Services. Service Provider will not receive any compensation under this Agreement for such services performed by COAT employees or for the license of office space.

3. REMITTANCE OF APPLICANT FEES; TAXES

- A) Service Provider will collect and remit Applicant Fees to COAT or IDEMIA on a daily basis. All Applicant Fees are non-refundable and shall be remitted by Service Provider without any right of setoff or deduction. Where remittance of collected Applicant Fees is routinely late, COAT may, at its sole discretion, deduct collected Applicant Fees from Fees paid to Service Provider upon 30 days written notice to Service Provider.
B) In jurisdictions where Applicant Fees are subject to sales or other taxes, IDEMIA or COAT will include such taxes within Applicant Fees. The Service Provider will collect and remit any such taxes to IDEMIA with the Applicant Fees. Service Provider is solely responsible for the reporting, collection, and /or remittance of all other taxes and governmental fees associated with Service Provider's business.

4. PAYMENT TO SERVICE PROVIDER

COAT agrees to pay Service Provider the Fees set forth in Attachment A within forty-five (45) days of the last day of the month in which the relevant Services were performed.

5. EQUIPMENT

COAT or IDEMIA will provide Service Provider with all required hardware and software to perform Services, free of lease or charge, which may include a Livescan device, computer, monitor, printer, check scanner, router and required cabling ("Equipment"). Service Provider agrees that any Equipment provided by COAT or IDEMIA shall remain the sole property of COAT or IDEMIA, as the case may be, and shall be used exclusively for the performance of Services. COAT or IDEMIA will maintain and support the Equipment at no charge to Service Provider, except as otherwise provided in this Agreement. Service Provider agrees to use best efforts to keep the equipment in good working order. If any Equipment is lost or damaged while in the possession of Service Provider, COAT may invoice Service Provider for the replacement value thereof or deduct the replacement value from Fees.

6. CONFIDENTIALITY

- A) "Confidential Information" means all information or material disclosed by one party hereto ("Discloser") in any manner, whether orally, visually or in tangible form, to the other party hereto ("Recipient"), or otherwise discovered by or made available to Recipient. Confidential Information includes, but is not limited to, the following types of information: any information collected by Applicants, software (in various stages of development), designs, drawings, specifications, models, source code, object code, know-how, techniques, documentation, diagrams, flow charts, marketing and development plans, business plans,

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financial information, customer lists, and other similar information and intellectual property that is proprietary to and confidential information of Discloser, and all copies, descriptions and summaries thereof, whether created by Discloser or Recipient. In the course of disclosing Confidential Information to the Recipient, Discloser shall endeavor to identify such information as "confidential", but failure to so identify such information as confidential shall not relieve Recipient of its obligations hereunder. Confidential Information shall not include information that: (a) is already known to Recipient without restriction on use or disclosure prior to receipt of such information from Discloser; (b) is or becomes part of the public domain other than by breach of this Agreement by Recipient; (c) is developed by Recipient independently of and without use of or reference to any of Discloser's Confidential Information; or (d) is received by Recipient from a third party who is not under any obligation to Discloser to maintain the confidentiality of such information. For the avoidance of doubt, all information provided by Applicants, the terms of this Agreement and the existence of any business relationship between the parties, shall be deemed Confidential Information.

- B) All Confidential Information disclosed by Discloser shall remain the sole property of Discloser. Nothing herein shall be construed as a grant by Discloser to Recipient or any third party of any license, directly or by implication, estoppel or otherwise, in any Confidential Information. Nothing contained herein shall create any obligation on the part of Discloser to provide Recipient with any Confidential Information.
- C) Discloser hereby authorizes Recipient to use Confidential Information solely for the purpose of performance of this Agreement and for no other purpose whatsoever. Such authorization shall automatically expire upon expiration or termination of this Agreement for any reason. Recipient covenants and agrees that it shall disclose, permit the disclosure of or allow access to Confidential Information to only those of its employees who (a) have a need to know such Confidential Information and (b) have executed written confidentiality agreements with obligations of confidentiality and restrictions on use substantially similar to those herein. Recipient agrees that in no event shall any other employee of Recipient or any third party, including but not limited to affiliates, customers and contractors of Recipient, have access or exposure to Confidential Information without the express written consent of Discloser.
- D) Recipient agrees that it will handle Confidential Information with the same degree of care it takes to safeguard its own confidential information of a like nature, but in no event less than a reasonable degree of care, and will not use, disclose or make available, directly or indirectly, any Confidential Information to any person, concern or entity, except as expressly permitted hereunder.
- E) Recipient shall notify Discloser immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by Recipient or its employees, and will cooperate with Discloser in every reasonable way to help Discloser regain possession of the Confidential Information and prevent its further unauthorized use or disclosure.
- F) Recipient shall not create derivative works from, reverse engineer, decompile or disassemble any software code and/or pre-release hardware devices disclosed by Discloser to the Recipient under the terms of this Agreement, except as expressly permitted by applicable law.
- G) Notwithstanding any other provision of this Agreement, Recipient may disclose Confidential Information in response to a valid order of a court, regulatory agency, or other governmental body in the United States or any political subdivision thereof, but only to the limited extent and for the limited purposes stated in such

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order; provided, however, that Recipient shall first notify Discloser in writing of the order and cooperate with Discloser if Discloser desires to seek an appropriate protective order.

- H) All Confidential Information, copies and summaries thereof shall be returned to Discloser within ten (10) days of Discloser's request. At Discloser's option, Confidential Information, including all copies, may instead be destroyed by Recipient, provided Recipient certifies such destruction in writing to Discloser within five (5) days of Discloser's instructions to Recipient. This obligation survives expiration or termination of this Agreement.
- I) It is agreed that due to the sensitive and highly valuable proprietary information contained in Confidential Information, Discloser would suffer irreparable harm from the unauthorized disclosure or use of Confidential Information. Accordingly, either party may seek injunctive relief from any court of competent jurisdiction if necessary to preserve the status quo or otherwise prevent irreparable harm from the unauthorized disclosure or use of its Confidential Information pending final resolution of a decision on the merits with respect to such disclosure or use. In the event any party takes legal action to enforce any of the terms of this Agreement, the unsuccessful party to such action shall pay the successful party's expenses, including actual attorneys' fees, incurred in such action.

#### 7. NON-SOLICITATION;

Service Provider agrees that during the term of this Agreement and for a period of two (2) years following the expiration or termination of this Agreement, regardless of the reason for termination and regardless of which party terminates, except as otherwise permitted in advance in writing by COAT, Service Provider shall not: (a) solicit or hire any employees of COAT; (b) divert or attempt to divert from COAT any business of COAT; (c) perform any services which are related or similar to the Services for any person or entity other than COAT, which duty shall be interpreted as broadly as allowed under law to prevent Service Provider from interfering with COAT's business opportunities and to prevent Service Provider from competing against COAT or assisting other persons or entities to perform work which has the effect of reducing the work available to COAT; or (d) otherwise interfere with COAT's (or its subsidiaries' or affiliates') employee relationships, or with COAT's customer or vendor relationships. In addition to other remedies available to it at law, including without limitation, monetary damages, COAT shall be entitled to injunctive and other equitable relief in the event of Service Provider's breach of this Section 7.

#### 8. WARRANTIES

- A) Service Provider represents and warrants that all employees and contractors of Service Provider, who collect, submit or otherwise process biometric or biographic information of Applicants will i) have passed a criminal background check (written pass/fail criteria for adjudication thereof shall be as specified in the applicable SOW), a social security number verification, and a validation of the identification documents presented by the employee or contractor. Subsections (i) hereof are collectively "Background Check Requirements." Service Provider shall be responsible for the costs of compliance with Background Check Requirements. Service Provider shall provide satisfactory evidence of a specific employee or contractor meeting Background Check Requirements, upon COAT's request.
- B) For purposes of this Section 8, all individuals subject to Background Check Requirements shall hereinafter be referred to as "Restricted Personnel." Service Provider will not use Restricted Personnel in performance of this Agreement until after COAT has notified Service Provider in writing that such Restricted Personnel

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meet Background Check Requirements. It shall be a material breach of this Agreement by Service Provider if any Restricted Personnel begin to perform under this Agreement before COAT has provided such notification.

C) Service Provider further represents and warrants that:

- i) Services will be performed in a timely, professional and workman-like manner and will conform to the specifications stated in the applicable SOW; and
- ii) Service Provider shall comply with all federal, state and local laws and regulations and any terms identified in the SOW as a Prime Contract Flow-Down Term.

#### 9. INSURANCE

Service Provider agrees to obtain and maintain umbrella liability and General Public liability insurance with minimum limits of \$1,000,000.00 per occurrence for the entire duration of this Agreement. Service Provider further agrees to obtain and maintain workers' compensation insurance with at least the statutory required minimums for coverage as well as other state and federally mandated insurance coverage. Service Provider agrees to provide to COAT a certificate of insurance evidencing the coverage required by this Section 9 and naming COAT and IDEMIA as additional insureds.

#### 10. INDEMNIFICATION

Each party ("Indemnifying Party") shall defend and indemnify the other, and their respective officers, directors, employees, and agents (the "Indemnified Party") from and against all claims, demands, actions, causes of action, liabilities, damages, costs and expenses (including reasonable attorneys' fees) suffered by the Indemnified Party and arising out of or relating to (a) breach by Indemnifying Party of any of its representations, obligations or warranties in this Agreement or (b) any claims of physical injury or property damage occurring on Indemnifying Party's premises. The Indemnified Party shall promptly notify the Indemnifying Party of any such claim and shall not settle any such claim without the prior written consent of the Indemnifying Party. The Indemnifying Party shall have the right to control the defense of any such claim, with counsel reasonably acceptable to Indemnified Party.

#### 11. LIMITATION OF LIABILITY

EXCEPT FOR BREACH OF EITHER PARTY'S OBLIGATIONS IN SECTION 6 OF THIS AGREEMENT (CONFIDENTIALITY) AND SCHEDULE B TO THIS AGREEMENT (SECURITY REQUIREMENTS), IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY FOR ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF, OR RELATED TO THIS AGREEMENT, EXCEED THE TOTAL SUM OF ALL FEES PAID TO SERVICE PROVIDER BY COAT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE CAUSE(S) OF ACTION AROSE. EXCEPT FOR BREACH OF EITHER PARTY'S OBLIGATIONS IN SECTION 6 OF THIS AGREEMENT (CONFIDENTIALITY) AND SCHEDULE B TO THIS AGREEMENT (SECURITY REQUIREMENTS), IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES.

#### 12. TERM AND TERMINATION

A) This Agreement will commence on the Effective Date and remain in full force and effect until terminated by either party under the terms of this Agreement.

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B) COAT may terminate this Agreement at any time upon written notice for any breach or non-compliance with this Agreement that COAT or IDEMIA reasonably believes denigrates its business reputation or could lead to termination of the Prime Contract.

C) This Agreement shall terminate automatically and with immediate effect upon the expiration or termination of the Prime Contract or if the Agency or any party to the Prime Contract informs IDEMIA that Service Provider is no longer an approved subcontractor.

D) Either party may terminate this Agreement in the event that a material breach by the other party remains uncured for a period of thirty (30) days from the date the party in breach receives written notice of such breach, if the breaching party is capable of curing the breach.

E) COAT may terminate this Agreement, in whole or in part (i.e., terminate the provision of a) Services provided under any one Prime Contract or b) Services provided at any individual location of Service Provider), at any time for any reason with thirty (30) days prior written notice. If requested by COAT, Service Provider agrees to continue providing the Services during the thirty (30) day notice period and COAT will pay Service Provider in accordance with the terms of this Agreement.

F) Service Provider may terminate this Agreement, in whole or in part (i.e., terminate the provision of a) Services provided under any one Prime Contract or b) Services provided at any individual location of Service Provider), at any time for any reason with ninety (90) days prior written notice. If requested by COAT, Service Provider agrees to continue providing the Services during the ninety (90) day notice period and COAT will pay Service Provider in accordance with the terms of this Agreement.

G) In the event of termination, Service Provider agrees to assist COAT with any de-installation of the Equipment, transition of resources and work product and to provide full cooperation and support for transition to an alternate service provider.

H) It is acknowledged that Service Provider's termination of this Agreement or cessation of Services within the first six (6) months of the date on which Service Provider begins providing Services ("Early Termination") will cause COAT to incur economic damages and loss of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by COAT of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for Early Termination (even with the notice required under this Agreement), COAT may assess and recover, as against Service Provider, without IDEMIA being required to present any evidence of the amount or character of actual damages sustained by reason thereof, liquidated damages in the amount of One Thousand Dollars (\$1,000) ("Liquidated Damages"). Liquidated Damages are intended to represent estimated actual damages and are not intended as a penalty, and Service Provider shall pay Liquidated Damages to COAT without limiting COAT's right to terminate this Agreement for default as provided elsewhere herein. COAT may withhold any amounts due to Service Provider under this Agreement in order to recover Liquidated Damages from Service Provider.

I) It is acknowledged that either party's termination of this Agreement or cessation of Services without proper notice will cause the non-terminating party to incur economic damages and loss of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by

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the non-terminating party of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for termination without the notice periods prescribed by the terms of this Section 121 ("Notice Period"), the non-terminating party may assess and recover, as against the terminating party, without the non-terminating party being required to present any evidence of the amount or character of actual damages sustained by reason thereof, liquidated damages as follows ("Inadequate Notice Liquidated Damages"). In the event that Service Provider is the terminating party and provides less notice than the Notice Period, COAT may withhold a) the amount due to Service Provider for the provision of Services during the month previous to that in which COAT receives Service Provider's termination notice and b) an amount equal to what Service Provider would have earned through the end of the Notice Period, based on the average daily amount Service Provider earned during the term of the Agreement (i.e., total amount earned divided by number of days on which Service Provider has performed Services) ("Prorated Earnings") times the number of days remaining until the end of the Notice Period). If COAT is the terminating party and provides less notice than the Notice Period, COAT will pay Service Provider a) the amount due to Service Provider for the provision of Services during the month previous to that in which Service Provider receives COAT's termination notice and b) 50% of Prorated Earnings times the number of days remaining until the end of the Notice Period. Inadequate Notice Liquidated Damages are intended to represent estimated actual damages and are not intended as a penalty, and the terminating party shall pay Inadequate Notice Liquidated Damages to the non-terminating party without limiting the non-terminating party's right to terminate this Agreement for default as provided elsewhere herein. In the event that Service Provider is the party terminating the Agreement without the notice period prescribed by this Section 12, COAT may withhold any amounts due to Service Provider under this Agreement in order to recover Inadequate Notice Liquidated Damages from Service Provider.

### **13. DOCUMENT RETENTION; AUDIT**

Service Provider shall maintain records, books, files and other data and in such detail as shall properly substantiate claims for payment, for a minimum retention period of seven (7) years, beginning on the date the Services were provided, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry. Service Provider shall provide COAT and the Agency with access to such records during Service Provider's regular business hours and upon reasonable prior notice, including on-site reviews and reproduction of such records at COAT's expense.

### **14. NON-DISCRIMINATION; UNFAIR LABOR PRACTICES**

Service Provider shall comply with all federal, state and local laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices, and shall not discriminate against any employee or applicant for employment, nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment, because of race, creed, color, national origin, ancestry, age, sex, religion, height, weight, marital status, physical or mental disability, genetic predisposition, carrier status or sexual orientation, or for exercising any rights afforded by law.

### **15. CONFLICT OF INTEREST**

The Service Provider must not have or acquire any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with COAT's performance of their duties and responsibilities under the Prime Contract or otherwise create an appearance of impropriety with respect to the award or performance

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of the Prime Contract. The Service Provider agrees to notify COAT about the nature of any such conflict or appearance of impropriety immediately upon discovery.

### **16. EXPORT CONTROL**

Notwithstanding anything to the contrary in this Agreement, Service Provider acknowledges and agrees that it may be subject to regulations of the U.S. Department of Commerce that prohibit the export or diversion of certain products and technologies to certain countries. Service Provider agrees that it will not export or divert any information or technology provided hereunder without fully complying with all relevant laws of and regulations, including without limitation, the US Export Administration Act of 1979, as amended, any successor legislation, and the Export Administration Regulations issued by the US Department of Commerce.

### **17. E-VERIFY**

Service Provider warrants that it utilizes and shall continue to utilize for the term of this Agreement, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of its employees and independent contractors to lawfully work in the U.S. Service Provider shall provide, upon request of COAT, proof of compliance with the terms of this Section 17 which may include an electronic or hardcopy screenshot of the confirmation or tentative non-conformation screen containing the E-Verify case verification number for any Service Provider employee or contractor performing services under this Agreement.

### **18. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee without regard to conflicts of law rules.

### **19. SURVIVAL:**

The sections of this Agreement which by their nature require survival after termination or completion of the Services shall survive and remain notwithstanding any termination or completion of the Services. The Sections which shall survive include, but are not limited to, Sections 3 (Remittance of Applicant Fees; Taxes), 4 (Payment to Service Provider), 5 (Equipment), 6 (Confidentiality), 7 (Non-Solicitation), 10 (Indemnification), 11 (Limitation of Liability), 12 (Termination), 13 (Document Retention), 15 (Conflict of Interest), 16 (Export Control), 18 (Governing Law), 19 (Survival), 22 (Severability), 23 (Notices) and 24 (Entire Agreement).

### **20. INDEPENDENT CONTRACTOR**

The relationship between the Parties subject to this Agreement shall be independent contractors. Service Provider employees or agents rendering services under this Agreement shall not be employees of COAT, the Agency or any government entity that is a party to the Prime Contract for federal or state tax purposes, or for any other purpose. Service Provider shall be responsible for workers' compensation, social security, unemployment insurance and all applicable taxes.

### **21. ASSIGNMENT**

Neither party may assign any of its rights or delegate any of its duties, in whole or in part, without the prior written consent of the other party. Any attempted assignment or delegation without such consent shall be null and void.

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**22. SEVERABILITY**

If any provision of this Agreement should be held to be invalid in any way or unenforceable, it shall be severed and the remaining provisions shall not in any way be affected or impaired. This Agreement shall be construed so as to most nearly give effect to the intent of the parties as originally executed.

**23. NOTICES**

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services to the parties' respective addresses first set forth above. Except as otherwise provided herein, such notices shall be deemed given when received. All notices shall be sent to the parties' respective addresses set forth below

If to COAT :  
Attn: Tyler Goins  
County Officials Association of Tennessee  
226 Anne Dallas Dudley Blvd, Ste. 200,  
Nashville, TN 37219  
tyler@tncountyofficials.com

If to Service Provider:  
POC : Pam Ailor  
Name: Union County Clerk Office  
Address: 825 Main Street  
Address: Maynardville, TN 37807  
Email: Pam.Ailor@unioncounty.tn.gov

**24. ENTIRE AGREEMENT**

This Agreement and all Attachments and Schedules contain the entire understanding between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous communications and agreements with respect to such subject matter. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set forth in this Agreement. No provision of this Agreement can be waived or cancelled, and this Agreement cannot be changed, modified or amended, except by an instrument in writing executed by both parties. Notwithstanding the foregoing, the parties agree that COAT may amend this Agreement by providing advance written notice thereof to Service Provider, stating that if Service Provider does not respond to such notice within the time period specified, Service Provider shall be deemed to have accepted the terms of any such amendment, without any requirement of Service Provider's written acknowledgement or signature.

**25. COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed an original Agreement for all purposes and which collectively shall constitute one and the same Agreement. The signature of either of the parties hereto may be evidenced by a facsimile or electronic (e.g., pdf) copy of this Agreement bearing such signature and transmitted to the other party. Such signature shall be valid and binding as if an original executed copy of the Agreement has been delivered.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the dates set forth below.

County Officials Association of Tennessee

Union County Clerk Office

By: \_\_\_\_\_  
Name: Rodney Archer  
Title: Executive Director

By: \_\_\_\_\_  
Name: Pam Ailor  
Title: County Clerk



**LIST OF ATTACHMENTS**

Attachment A	Tennessee Statement of Work (SOW)
Attachment B	W-9
Schedule A	Personnel Requirements
Schedule B	Security Requirements
Schedule C	Technical Requirements
Schedule D	ECQC Assessment
Schedule E	Subcontractor Background Check Requirements for Enrollment Agents
Schedule F	Signage and Branding Minimum Requirements
Schedule G	Fee Schedule
Schedule H	Hours of Operation

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**Attachment A**  
**Statement of Work (SOW) – Tennessee**

**A. Summary**

The State of Tennessee ("State"), requires licensing agencies, volunteer organizations, employers and other organizations to require their Applicants to submit to a fingerprint-based background check as part of their application process. The Tennessee Bureau of Investigations (TBI) Applicant Processing Services (TAPS) unit sends Applicants' fingerprints through the state Automated Fingerprint Identifying System (AFIS) and the Federal Bureau of Investigations (FBI) database to produce a criminal history check. The results are forwarded to the agency or other organization requesting the background check. This document describes the basic requirements of Service Provider to perform Services in connection with IDEMIA's Prime Contract with the State.

**B. Prime Contract Flow-Down Terms**

Tenn. Code Ann. § 12-3-309 - Attestation Regarding Personnel Used in Contract Performance

Prior to performance of Services, and semi-annually thereafter, during the term of the Agreement, Service Provider shall provide a written attestation, in the form attached hereto as Appendix II to Attachment A that Service Provider shall not knowingly utilize the services of an illegal immigrant to perform work under the Agreement and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under the Agreement.

**C. Service Provider Responsibilities**

- 1) The Service Provider shall provide electronic fingerprinting Services and associated processing for non-criminal justice licensing and employment purposes pursuant to state and federal laws requiring background checks. Except as may be specifically stated in the Agreement, Service Provider is responsible for all staffing, operations, building leases, equipment rental, consumables and office supplies required for performance of Services.
- 2) Service Provider is responsible for abiding by IDEMIA and COAT policies and procedures and for establishing the availability of necessary facilities, trained personnel, and the delivery of all Services described herein to the satisfaction of COAT and IDEMIA and the State and acknowledges that this is a material term of this Agreement and that failure to perform may be a material breach thereof.
- 3) Service Provider will verify the identity of each Applicant and the specific reason they are requesting fingerprinting Services prior to collecting fingerprints. Certain Applicants ("Program-Specific Applicants") may require an additional form of identification or may be required to produce Agency-specific paperwork prior to being fingerprinted. Service Provider shall also require each Applicant to produce a government-issued photo identification, or a combination of other documents as dictated by the State, prior to being fingerprinted.
- 4) Service Provider will accept Applicant Fees in the form of credit cards, cashier's checks, money orders, or payment coupon codes, unless mutually agreed to in writing. For Applicants paying on site, the Service Provider will collect the Applicant Fees.
- 5) On a daily basis, Service Provider will a) submit a reconciliation report in a format to be specified by COAT and b) remit all collected Applicant Fees to the IDEMIA Billing Department in a postage-paid envelope provided by IDEMIA. Service Provider will provide other reports and data requested by COAT from time to time.
- 6) Service Provider will provide a receipt, in a format specified by IDEMIA or COAT, to each Applicant who is fingerprinted, as evidence of successful completion of the transaction. The receipt will include a unique identifying number assigned and submitted with the electronic submission of the Applicant's biometric and biographic information.

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- 7) Service Provider is responsible for providing reports and data in the formats and time frames as requested by the Agency and COAT.
- 8) The Service Provider shall provide all services and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified.
- 9) Service Provider will not collect any additional Applicant Fees from Applicants whose fingerprints were submitted by Service Provider, but rejected by the Agency.
- 10) In addition to Service Provider's confidentiality obligations under the Agreement, Service Provider shall take reasonable steps (e.g., privacy screens, room partitions, separate collection room or area) to ensure that Applicant data visible on the Livescan device is shielded from view by anyone other than the Applicant and the Service Provider employee operating the Livescan device.
- 11) Service Provider must maintain a fingerprint rejection rate of less than 2%. Only individuals that have attended an COAT or IDEMIA fingerprint-rolling training session, who have reviewed, executed and returned the IDEMIA IT Security Policy and meet other requirements of the Agreement may operate Equipment.
- 12) Service Provider agrees to provide Services with a high degree of professionalism, treat all Applicants in a polite and courteous manner, and promptly notify COAT of any issues or incidents that arise from Applicant dissatisfaction. Service Provider agrees to provide adequate parking, ADA-accessibility and reasonable accommodations for Applicants waiting for fingerprinting appointments.
- 13) Service Provider shall provide services under this SOW within the targets specified in the Service Level Agreements (SLAs) defined in Appendix I: Service Provider Performance Metrics.
- 14) Service Provider will strive to meet the standards described in the Enrollment Center Quality Control document attached to the Agreement as Schedule D.
- 15) Service Provider shall ensure that all Service Provider employees and contractors wear an identification badge at all times while performing Services. Other name tag requirements are as follows:
  - Service Provider- provided name tags are acceptable.
  - The name tags should have at least the employee's full first name and the initial of their last name. Service Provider's corporate logo may also be displayed on name tags.
  - If Service Provider does not issue name tags, IDEMIA will provide an IdentGO name tag for the initial onboarding staff at no cost. Payment for additional or replacement name tags will be the responsibility of the Service Provider.
- 16) Service Provider shall comply with any signage and branding guidelines provided by COAT, including those in Schedule F. For the avoidance of doubt, Service Provider shall avoid all use of IDEMIA logos or that of its customers (e.g. the TSA) without COAT or IDEMIA's permission.
- 17) Service Provider shall not alter IDEMIA signage or any other IDEMIA-branded items (collectively "Signage"), or display any Signage not provided or previously authorized by COAT or IDEMIA. Signage is subject to change and COAT or IDEMIA may, from time to time, ask the Service Provider to update Signage and/or provide access to Service Provider's facility so that COAT or IDEMIA may make any such updates. Service Provider shall not display any hand-made signage, and Service Provider hereby acknowledges that any such display is a violation of U.S. federal, state and international copyright and trademark law.
- 18) COAT or IDEMIA will provide initial training for Service Provider employees at IDEMIA expense. Service Provider must commit its employees to complete approximately 3-5 hours of computer based training (CBT) outside of normal operating hours and 2-3 days of hands-on instruction with an COAT or IDEMIA Trainer. The Trainer will observe the employee in a live environment for 1 day during normal hours of operation. The employee must demonstrate proficiency of the material learned. The Trainer will determine whether the employee is competent to perform the work independently in the Trainer's certification process. Examples of specific training topics include:

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- Glossary of Terms and Acronyms
- Enrollment Process
- Identification Authentication/I-Authenticate
- Photograph Capture
- Payment Processing
- Fingerprint Captures
- Start of Day and End of Day Procedures
- Data Entry
- Operations & Administration
- Security Policies, IT Policies and Procedures, Anti-Phishing Policies

Only individuals that have attended an COAT or IDEMIA enrollment workstation training session and have reviewed, executed and returned the IDEMIA IT Security Awareness and PII Training, and have successfully cleared all background checks may operate the enrollment workstation.

The training process is initiated, maintained, monitored and recorded by Greenlight Learning Management System (LMS) as part of the program personnel's permanent training record.

IDEMIA or COAT will provide Briefings on a regular basis highlighting system updates and program changes. New training modules will be initiated a minimum of 4 times per year as new services and/or features are released or refreshed. Assigned trainings take approximately 20-90 minutes to complete.

Additional training due to lack of employee availability or attention during initial session will be at the expense of Service Provider.

- 19) In the event the specified, standard days and hours of operation cannot be met and a single event closure, whether scheduled or unscheduled, of the site is necessary, Service Provider will offer replacement hours comparable to the lost hours respective to the closure date(s) requested, in order to accommodate Applicant scheduling needs.
- 20) Service Provider will ensure Enrollment Center availability 52 weeks per year.
- 21) Service Provider must communicate any requested changes to the agreed-upon operating hours to the appropriate COAT, with a minimum of thirty (30) days' notice. Any permanent changes to operating schedules must be pre-approved in writing by COAT. In the event of an unscheduled closure, Service Provider must notify COAT no later than 8 AM local time on the date of such closure.
- 22) Service Provider agrees to accept the maximum number of appointments per hour, as specified by COAT from time to time, during the agreed upon hours of operation.
- 23) Service Provider will provide a minimum of three Enrollment Agents to perform fingerprinting services for each livescan workstation. (i.e. 3 EAs for 1 livescan, 6 EAs for 2 livescans, etc.). All Enrollment Agents must maintain the necessary level of proficiency under the Agreement by rotating, as needed, into the finger printing schedule and be able to provide backfill coverage as needed. Should an Enrollment Agent no longer be available to the program, Service Provider will promptly submit additional name(s) for vetting to maintain the minimum level of necessary EAs.

#### **D. COAT Responsibilities**

- 1) COAT will provide training for Service Provider employees to provide Services.
- 2) COAT will provide a toll-free customer service phone number for Applicants to pre-register for fingerprint processing appointments or to get related information, Monday through Saturday, from 9AM to 9PM, excluding holidays.

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3) Technical and operational support will be provided to the Service Provider and their staff during normal operating hours. The Technical Help Desk is available Mon-Fri from 7 AM-10 PM and Sat 8 AM-8 PM Central time. The Call Center Customer Support is available Mon-Fri 8 AM-4:30 PM.

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**Appendix I to Attachment A  
Service Provider Performance Metrics**

The Service Provider shall provide performance measures that fall within the Service Level Agreements (SLAs) defined below. The SLAs have been established to evaluate Service Provider performance. These metrics may also provide a benchmark to identify areas for future improvements. Repeated failure to comply with these SLA measurements will result in corrective actions up to and including contract termination.

The Service Provider shall, to the maximum extent possible, meet or exceed the Desired Outcomes summarized in the table below. These objectives are of equal importance to COAT and its customers. Acceptable quality levels (AQLs) are defined as the minimum level of performance accepted by COAT and its customers. The Service Provider shall meet each performance measure with careful observance of established policies and procedures. COAT will calculate and provide regular feedback of SLA performance to Service Provider.

If performance falls below the identified AQL level for a period of measurement, the Service Provider agrees to adjust its operational performance promptly to assure adherence to the SLAs, including adjustment of hours of operation and adding additional staff as needed. IDEMIA will provide additional workstation equipment when it deems it necessary to enable Service Provider to meet the SLAs.

#	Performance Measure	Definition	Desired Outcome/Acceptable Quality Level (AQL)	Measurement Frequency
1.	<b>Technical</b>			
	FBI Fingerprint Rejection Rate	Percentage of fingerprints rejected by the FBI due to poor quality/erroneous processing.	≤ 2% of submitted fingerprints	Monthly
	Application/Enrollment Rejection Rate	Percentage of applications/enrollments rejected by the FBI authorized receiving system due to mismatched, misspelled, incorrectly formatted or incomplete application data.	≤ 1% of submitted applications/enrollments	Monthly
2.	<b>Security</b>			
	Security Violations	A compromise or suspected compromise of information to persons not authorized to receive that information, or a serious failure to comply with the provisions of applicable security requirements which is likely to result in compromise.  A practice dangerous to security is defined as any knowing, willful, or negligent action contrary to the provisions of applicable security requirements that does not rise to the level of a security violation. A pattern of repeated lesser security infractions committed by Service Provider personnel may result in determination of a practice dangerous to security.	0 violations  The Service Provider does not commit any security violations or engage in any practices dangerous to security. The final determination as to the classification and severity of a security incident as either a security violation or practice dangerous to security is at the discretion of COAT.	As soon as the violation is discovered
3.	<b>Privacy</b>			
	Privacy Violations	A compromise or suspected compromise of Personally Identifiable Information (PII) to persons not authorized to receive that information, or a serious failure to comply with the provisions of applicable privacy requirements which is likely to result in compromise.  A practice dangerous to privacy is defined as any knowing, willful, or negligent action contrary to the provisions of applicable privacy requirements that does not rise to the level of a privacy violation. A pattern of repeated lesser privacy infractions committed by Service Provider personnel may result in a determination of a practice dangerous to privacy.	0 violations  The Service Provider does not commit any privacy violations or engage in any practices dangerous to privacy.  The final determination as to the classification and severity of a privacy incident as either a privacy violation or practice dangerous to privacy is at the discretion of COAT.	As soon as the violation is discovered

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4. Customer Service			
Operational Availability	The percentage of time that an enrollment center is open (number of hours closed/ number of scheduled operational hours)	99%	Weekly
5. Operational			
EA Procedural Errors	Number of errors in procedure by EAs that are identified by audit, error detection, or other circumstances	Evaluation of seriousness and frequency of errors	Monthly
Financial Instrument Handling Compliance	Number of incorrectly handled checks or money orders. This includes failing to process, submit, or control these financial instruments according to established procedures	Evaluation of seriousness and frequency of errors	Monthly

Critical Customer Service Measures are further defined below:

**Operational Availability** – This is defined as the time that an enrollment center is open as a percentage of its scheduled hours (i.e., number of hours open divided by number of scheduled hours).

- 1) Any closures related to weather shall not be included in this metric.
- 2) Federal government holidays (e.g., Thanksgiving Day) shall not be included as part of scheduled hours since it is anticipated that all enrollment centers will be closed during these holidays.
- 3) Any pre-approved non-standard closures shall be excluded from this metric (e.g., Mardi Gras holiday closures in Louisiana).
- 4) System-related closures shall be excluded from the metric
  - a. For example, if the COAT or Agency system or any provided components of IDEMIA's UEP system are unavailable, then those hours of outage will not be included in this metric.
- 5) Any sites that are scheduled for operation on only one day of a week and have an unscheduled closure, will not have the unscheduled closure time included in the metric, so long as the operational hours are "made up" later in the same calendar week.
  - a. For example, if a site is scheduled for 9 AM – 5 PM operations on Mondays only and has an unscheduled closure, then the unscheduled closure shall be excluded from this metric if the site is open for a cumulative 8 operational hours later in the same calendar week.

Any closure that exceeds one hour shall require Service Provider to notify COAT and will be included in this metric.

**Serious Incident Penalties** - Any site with a Serious Incident caused by Service Provider will have their fees reduced by \$.50 each for two months following the month of the incident. Serious Incidents include, but are not limited to:

- Leaving enrollment work station unattended
- Improper safeguarding and disposal of PII
- Improper handling of fees
- Unscheduled site closure for reasons other than catastrophic event or severe weather
- Neglecting to complete mandatory Learning Management System (LMS) modules
- Improper use of assigned login credentials

A Serious Incident occurs when Service Provider fails to comply with procedures and processes defined in the Agreement, this SOW or published program materials such as the user training manual, standard operating procedures and other program directives or warning orders issued by COAT or Agency.

Regardless of the number of Serious Incidents identified at Service Provider location, no transaction will be reduced by more than \$.50 in any given month. IDEMIA or COAT will provide Service Provider with all penalty assessments within 30 days after month-end. Upon receipt of penalty assessments from IDEMIA, Service Provider will have 10 days to review and dispute any assessments.

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**Appendix II to Attachment A**  
**Attestation Regarding Personnel Used in Contract Performance**

<b>SUBJECT CONTRACT NUMBER:</b>	50133
<b>CONTRACTOR LEGAL ENTITY NAME:</b>	Union County Clerk Office
<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER:</b> (or Social Security Number)	62-1077586

**The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.**

**CONTRACTOR SIGNATURE**

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

Pam Allor County Clerk

**PRINTED NAME AND TITLE OF SIGNATORY**

**DATE OF ATTESTATION**

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**Schedule A**  
**Personnel Requirements for Enrollment Agents**

**Summary**

Service Provider shall provide qualified personnel to serve as Enrollment Agents (EA). EA's must meet the specifications as indicated in the Statement of Work (SOW). Service Provider shall hire qualified candidates in compliance with federal and state laws. Job postings shall be general in nature and not list the specific program, federal agency, teaming members, or salary of the EA position.

The following Job Description section of this document outlines the tasks the EA will perform. These employees must also adhere to the Personal Appearance Guidelines listed below. Wherever practical, Service Provider will hire disabled veterans to perform these services.

**Job Description**

The primary job function of the EA is to capture biometric data including electronic fingerprints according to the requirements of the SOW. The EA will verify the applicant's identity documents to ensure they are valid and match the individual. The EA will adhere to all privacy and security laws as reviewed in training to ensure the protection of customer information. They are expected to deliver exceptional customer service during the enrollment process. Additional responsibilities include, but are not limited to, supporting the IDEMIA and COAT Operations and Management teams, and conducting other administrative duties as needed to support program requirements.

Enrollment Agents staffed for this program shall perform services as follows:

- View and print appointment schedule using web-based applications
- Verify identity of and enroll employee/applicant, scan documents, and capture biometrics using the computer equipment provided in accordance with program requirements
- Transmit applicant information and fingerprints
- Provide reports to COAT as might be reasonably requested
- Interface with the helpdesk to resolve technical difficulties
- Monitor performance to ensure operational requirements and metrics are being met
- Implement process improvements as needed

Enrollment Agents will possess, at a minimum, the following attributes and qualifications. Enrollment Agents must also meet Background Check Requirements, as specified in Section 8.A) of the Agreement.

- Hold a valid driver's license if travel between locations is required.
- Professional in appearance and behavior
- Excellent customer service skills, including problem resolution
- Above average computer skills with the ability to conduct basic troubleshooting on hardware and software
- Ability to perform the core functions of the enrollment process
- Flexibility and dependability

**Personal Appearance Guidelines**

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image COAT and its Service Providers present to customers and visitors. During business hours or when representing COAT for the Prime Contractor, Enrollment Agents are expected to present a clean, neat, and tasteful appearance.

COAT requires professional business attire for COAT representatives when calling on or serving customers. Without unduly restricting individual tastes, the following personal appearance guidelines must be followed:

- Shoes should provide safe, secure footing, and offer protection against hazards. Canvas or athletic type shoes are not appropriate professional attire
- Tank tops, tube or halter tops, or shorts may not be worn to work
- Mustaches and beards must be clean, well-trimmed, and neat
- Hairstyles are expected to be in good taste
- Extremely colored hair and hairstyles, such as spiked hair do not present an appropriate professional appearance

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- Offensive body odor and poor personal hygiene is not professionally acceptable
- Jewelry should not be functionally restrictive, dangerous to job performance, or excessive
- Facial jewelry, such as eyebrow rings, nose rings, lip rings, and tongue studs, is not professionally appropriate and must not be worn while performing Services.
- Torso body piercing with visible jewelry or jewelry that can be seen through or under clothing must not be worn during business hours
- Visible tattoos and similar body art must be covered during business hours

**Schedule B**  
**Security Requirements**

**Physical Security**

Service Provider shall ensure employees follow the provided policies and procedures governing physical, environmental, and information security, and the specifications, directives, and manuals for conducting work to generate the products and services as required by this Agreement. Personnel are responsible for the physical security of their area and Contractor Furnished Equipment (CFE) issued to them under the provisions of the Agreement. Service Provider is responsible for maintaining compliance with physical security requirements that may be revised over the life of this Agreement. Service Provider shall protect all provided assets from loss, theft, abuse, and any malicious, destructive or disruptive activity. Desktop computers must be physically locked to stationary objects at all times. Portable computers must be locked to stationary objects whenever they are not in the direct physical possession of Service Provider personnel. Cable Lock Instructions for Workstations and Laptop Systems will accompany the equipment.

**Passwords**

Service Provider personnel must never share or disclose any password, PIN, or authentication token. Passwords are highly confidential. Neither COAT nor Prime Contractor will ever contact Service Provider personnel to ask for a username or password. If a password is compromised, or if Service Provider personnel are asked to share their password, COAT must be notified immediately.

**Personally Identifiable Information: Data Privacy and Protection**

Service Provider personnel are required to submit all necessary security information to commence work on this Agreement, in accordance with State and Federal Security Standards. Personnel must obtain a favorable suitability determination to work under this Agreement. The Service Provider and its personnel are required to sign a non-disclosure agreement based on the content of the information handled in performing tasks.

Service Provider must satisfy requirements to work with and safeguard Personally Identifiable Information (PII). All support personnel must understand and rigorously follow IDEMIA, State, and Federal requirements, policies, and procedures for safeguarding PII. For some programs Service Provider personnel are required to complete online training for PII, Informational Security, and the Federal Privacy Act.

Service Provider shall not disclose, either orally, electronically, or in writing, any information that may be considered sensitive unless authorized in writing by COAT. Service Provider is responsible for the security of all data generated by Service Provider.

Service Provider agrees to ensure all of its employees will adhere to all security requirements regarding the confidentiality, integrity, availability, and non-repudiation of information under their control. Service Provider is responsible for all users accessing IT assets and must guarantee those users actively apply the security requirements specified within this COAT contract package.

**Handling Personally Identifiable Information (PII)**

Sensitive Personally Identifiable Information (PII) includes any information about an individual, such as:

- Any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records
- Any other information linked or linkable to an individual, such as medical, educational, financial, and employment information

Service Provider is responsible for the following requirements in accordance with handling PII and any sensitive information:

**The following are non-exclusive PII handling requirements. Service Provider is responsible to take all required actions to protect PII:**

- Physically secure sensitive PII (e.g., safe or lockable file cabinet or drawer) when not in use and/or under the control of a person with a need-to-know. Sensitive PII may be stored in a room/area with access control measures preventing unauthorized access by members of the public, visitors, or other persons without a need-to-know, such as a locked room or an area where access is controlled by a guard, cipher lock or card reader

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- Physically secure sensitive PII when in transit. For example, do not pack laptops or electronic storage devices in checked baggage. Do not leave laptops or electronic storage devices in an unattended car. (See the Physical Security section of this document) Do not mail or courier sensitive PII on CDs unless the CD is encrypted with FIPS-compliant AES-128 encryption. Contact the COAT program office for more information if needed.
- Store sensitive PII in shared access computer drives only if access is restricted to those with a need-to-know by permissions settings or passwords
- Log off, turn off, or lock your computer whenever leaving a desk to ensure no sensitive PII is compromised
- Do not include sensitive PII in the body of an email. Encrypt all documents containing sensitive PII sent via email. Two software programs that support this are Microsoft Office and WinZip. Contact the COAT for more information if needed
- Do not discuss or entrust sensitive PII to individuals who do not have a need-to-know. Be conscious of the environment and surroundings when discussing sensitive PII. Do not discuss sensitive PII on wireless or cordless phones unless absolutely necessary
- Do not leave sensitive PII unattended on a network printer, facsimile, or copier. Do not send sensitive PII to a facsimile without contacting the recipient to arrange for its receipt
- Only desktop and laptop computers, removable hard drives, thumb drives, or other storage devices issued and approved for use may be used for storage of sensitive PII. These devices must be secured with authorization and encryption mechanisms or equivalent protection must be prior approved
- Do not remove PII from the worksite, in either paper or electronic format unless appropriately secured. Electronic formats must be encrypted. Paper formats must be under the control of the employee or locked in a container. Personal computers must not be used to access, process or store sensitive PII
- Destroy all sensitive PII when it is no longer needed and continued retention is not required. Destruction must be accomplished by shredding, or through such other means as will make the sensitive PII in the record irretrievable. Diskettes, USB and other forms of external drives, or other magnetic media must be cleared (i.e. overwritten or zeroed) before re-use. Records stored pending a scheduled destruction must be safeguarded to prevent unauthorized access during the interval before destruction
- Report any suspected or confirmed loss, theft, or unauthorized disclosures of sensitive PII within one hour of discovery to the COAT. Report the date/time the data compromise was discovered, how it occurred, what data was involved, the number of individuals whose data was compromised, and any information regarding mitigation of the risk of loss (e.g., encryption)

**Service Provider is prohibited from requesting, collecting, or maintaining any applicant PII other than expressly permitted within this SOW. The following activities requiring PII retention are permitted:**

- Usage of provided applicant processing software to display, edit, and confirm applicant's data
- Capturing applicant information required to perform the sign-in of the applicant using the provided applicant sign-in log
- Upon acceptance of a money order from an applicant, recording the required subset of applicant information on the provided money order tracking log

**Protection of IDEMIA Intellectual Capital, Intellectual Property, and Proprietary Information**

Service Provider shall not use or disclose any of IDEMIA's or COAT Proprietary Information, in whole or in part, for any purpose, including but not limited to:

- Manufacture or enable manufacture by itself or any third party of the products, products similar thereto, or products derived there from, without the prior express written consent
- Decompile, disassemble, decode, reproduce, redesign, reverse engineer or manufacture any products or equipment of the disclosing party or any part thereof
- Perform any services, including services relating to the products or equipment of the disclosing party
- Deliver under a contract or make subject to a "rights in data" clause or equivalent clause
- Confer with a third party about services that relate to the Services provided under this Agreement

Proprietary Information includes but is not limited to trade secrets, financial information, economic or engineering information, formulas, know how, processes, pricing, business plans or models, licenses, copyrights, patents, technical data, intellectual property, software, hardware, software integration, hardware integration, software and hardware integration, designs, trademarks, service marks, trade secrets, and inventions. Proprietary Information shall remain the exclusive property of the Party disclosing it, and no license therein is granted by that Party.

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**Security Training**

Service Provider will ensure all appropriate personnel review and agree to comply with these and any other applicable Security Requirements within 30 days of assignment to work under the Agreement and at a minimum annually thereafter. Service Provider must ensure all staff supporting this effort completes other security training as requested by the program they are working on.

**Schedule C  
Technical Requirements**

1. Service Provider agrees that only authorized personnel shall have physical control of and access to the Livescan and all components. When Livescan and all components are not under the physical control of authorized personnel, they shall be secured in a way that will not allow anyone else to gain possession of the equipment or gain access to the data contained on the equipment. If the Livescan becomes compromised, lost, and or stolen at any time, Service Provider agrees to immediately contact the Support Center at (866) 326-5309, to report the matter.
2. Service Provider agrees to provide Internet connectivity within ten (10) feet of the area where the Live Scan equipment is installed. Service Provider sites agree to meet the requirements for connectivity to the Prime Contractor network, to include:
  - Broadband/High-Speed Business Connection; Usage of a wireless router is allowed with the workstation hardwired into the router. Wireless connectivity is not permitted
  - Internet minimum download and upload speeds that shall be provided are:
    - 3 Mbps download and 1 Mbps upload for 1 workstation
    - 6 Mbps download and 2 Mbps upload for 2 workstations
    - 20 Mbps download and 5 Mbps upload for 8 or more workstations
  - Latency must be below 100ms
  - Firewall protection in front of Livescan firewall must allow outbound and inbound packets per the chart below.
  - Idemia's Livescans have Trend Micro Anti-virus, which is managed by Idemia.
  - Service Provider may not connect any peripheral devices (for example, phones; USB thumb drives) to the IDEMIA Livescan workstation and may not use the Livescan workstation for internet browsing or other functions.

The following network access is required to provide proper functionality of IDEMIA fingerprinting systems for SEP, UEP and UES.

	Host Names	IP Address/port(s)	DNS Enabled	Purpose
1	UES – No Public Host Name UEP – No Public Host Name	67.217.156.46 / TCP 7300 128.136.41.107 / TCP 7300	No	<b>Win Magic SecureDoc</b> pre-boot authentication process (This is prior to Windows booting; DNS access is required at this point.) This is the encryption software installed on IDEMIA fingerprint kiosks.
2	Secure.ibtfingerprint.com [SEP] Uesecure.identogo.com [UEP] da.ues.livesd.net [UES]	206.196.26.134 / TCP 8080 128.136.41.107 / TCP 37067 67.216.156.46 / TCP 8080	Yes	<b>TrendMicro DataArmor</b> pre-boot authentication process (This is prior to Windows booting; DNS access is required at this point.) This is the encryption software installed on IDEMIA fingerprint kiosks.
3	Vpn.ibtfingerprint.com [SEP] uevpn.identogo.com [UEP] vpn.ues.livesd.net [UES] pk10nash.livesd.net [UES] pk10nash.livesd.net [This is used for troubleshooting for SEP, UEP and UES systems.]	206.196.26.132 128.136.41.100 67.216.165.36 67.216.173.164 TCP/UDP 443/500/1023/4500/10,000 for all four VPN addresses.	Yes	<b>Cisco VPN Client or Cisco AnyConnect Secure Mobility Client</b> , SSL VPN software
4	Support.livesd.net [SEP] Uesupport.identogo.com [UEP] Support.ues.livesd.net [UES]	67.216.173.173 128.136.41.108 67.216.165.40 TCP: 80/443/8200	Yes	<b>Bomgar</b> remote access system.

NOTE: All fingerprinting systems need to have access to DNS in the pre-Windows boot environment. This can either be provided by the local site or from a public DNS server (for example, Google's public DNS, 8.8.8.8). Once the fingerprinting system is connected to VPN, Prime Contractor's network provides the necessary DNS support.

- Approved Router:
  - Non-Wireless – Idemia in most cases provides a Cisco Small Business RV320 that goes immediately upstream from the Livescan. If Service Provider requires a static IP for the RV320, that information must be provided prior to deployment of the site's equipment so that the RV320 arrives already configured.

The Livescan will have Cisco VPN client or Cisco AnyConnect software that will establish the VPN tunnel. VPN site-to-site connections are not allowed. Only host-to-gateway connections are currently allowed.



Schedule D  
ECQC Assessment

IdentoGO Enrollment Center Quality Control Assessment Form		Assessor Name		Phone Required		Final Score
Location City	Location State	Location ZIP	Assessor Name	Assessor Phone	Assessor Email	Final Score
EC Name	EC Type	EC Size	Assessor Name	Assessor Phone	Assessor Email	Final Score
Assessor Name	Assessor Phone	Assessor Email	Assessor Name	Assessor Phone	Assessor Email	Final Score
<b>Location &amp; Parking</b>	Is the Enrollment Center easy to locate, near major thoroughfares and/or public transportation?	Is there adequate parking for applicants/visitors?	Is ADA parking space clearly marked, secure and parking available (handicap only)?	Clear, sanitary location and parking area?	Address clearly visible? Address, phone, and driving directions on Internet? and US website are accurate?	Photos of ADA parking, truck parking, and general parking area.
<b>Center Exterior</b>	Is the Enrollment Center well maintained?	EC name listed on building exterior signage?	Are exterior walkways clear and unobstructed?	Are ADA signs, including Braille, A-Place numbers located and usable?	Is exterior signage free from obscuration with trees and outdoor lighting?	Photos of exterior building signage at address.
<b>Center Interior</b>	Waiting area has adequate seating for applicants?	Can Enrollment Agents see customer arrival or have a notification system?	Center interior, restrooms, clean, pleasant, and well-maintained?	Center restrooms include restrooms with ground water?	Is there a privacy wall to protect staff & applicants in waiting area and restrooms?	Photos of Center waiting area.
<b>Furniture &amp; Fixtures</b>	All furniture and fixtures are necessary and in use? Appropriate and available for applicants and staff?	Furniture and fixtures clean and well-maintained? No stains, holes, or dust base.	Is there adequate lighting and electrical outlets?	Is it placed on the floor to avoid tripping (if applicable)?	Safe operation & is locked when not in use (if applicable)?	Photos - Waiting area area.
<b>Signage</b>	Is there signage for location and hours of operation (i.e., US, State, TBA, etc.)?	Is there signage for location and hours of operation (i.e., US, State, TBA, etc.)?	Is there signage for location and hours of operation (i.e., US, State, TBA, etc.)?	Is there signage for location and hours of operation (i.e., US, State, TBA, etc.)?	Is there signage for location and hours of operation (i.e., US, State, TBA, etc.)?	Photos - Posted window signs and program related signs.
<b>Workstation &amp; Technology</b>	All equipment (computers, workstations, printer, copiers, etc.) are in use and functioning properly?	Workstations are clean and organized?	Workstations are clean and organized?	Workstations are clean and organized?	Workstations are clean and organized?	Photos - Workstations.
<b>ADA Compliance</b>	Is there accessible seating for applicants/visitors?	Is there accessible seating for applicants/visitors?	Is there accessible seating for applicants/visitors?	Is there accessible seating for applicants/visitors?	Is there accessible seating for applicants/visitors?	Photos - Workstations.
<b>Supplies &amp; Storage</b>	Are supplies and materials readily stocked and accessible?	Are supplies and materials readily stocked and accessible?	Are supplies and materials readily stocked and accessible?	Are supplies and materials readily stocked and accessible?	Are supplies and materials readily stocked and accessible?	Photos - Franchising supply storage area (if applicable).
<b>Enrollment Agents &amp; Training</b>	Are agents trained and certified?	Are agents trained and certified?	Are agents trained and certified?	Are agents trained and certified?	Are agents trained and certified?	Photos - Training materials and agent certification.
<b>Assessor Comments</b>	Assessor Comments					Photos of additional for each issue identified. Total number of items assessed.

Schedule E  
Subcontractor Background Check Requirements for Enrollment Agents

References to "employees" and "staff" in this Schedule E shall be deemed to include Service Provider employees, contractors and other Service Provider personnel performing Services. Unless otherwise specified, capitalized terms used herein or incorporated by reference shall have the same definitions as those specified in the Agreement.

Idemia's US Chief Security Officer is the final adjudicator for all background checks.

Background Check Criteria

Failed SSN Trace

- Invalid or name mismatch.
- Failed e-Verify

Resume Falsifications

- Allowed date floats within a quarter for past employment.
- Allow similar job title variations within reason.
- Allow degree title variations within reason.
  - Example: BA Marketing is similar to BA Marketing Communications.
- Not employable for claims of education that are not valid.
- Not employable for claims of roles and employment that are not valid.
- False addresses.
- False names.

Professional References

- References nonexistent.
- Bad references.

Criminal

Criminal and Civil for Federal, Statewide, Multiple County, Civil Litigation

- No felonies.
- No identity fraud arrests/guilty verdicts.
- No money fraud: Check cashing, credit card theft, etc.
- No computer hacking convictions.
- No prison time served as part of guilty verdict. If says "prison term release in lieu of probation time", then allow for misdemeanors.
- Not on sex offender list or guilty of prostitution or human trafficking.
- No excessive arrests record regardless of category. Example arrested many times for separate incidents over time.
- Multiple separate guilty verdicts on any or combined misdemeanor that involve theft or violating probation or driving with a suspended license.
- No drug arrests with guilty verdicts within past five years, even misdemeanors.
- No guilty verdicts for acts of violence, child abuse, hate crimes, domestic violence.
- No arrests of acts against the government of the United States of America or NATO allies.
- No theft, break-in, armed robbery, regardless of time period.
- Allowable:

- o Restraining orders from former relationships, but not breaking of the orders, and not guilty verdict on acts of associated violence.
- o All items where candidate is found innocent by courts or case dropped.
- o All items where candidate is the plaintiff.

Driver's Records (if job requires driving, such as driving to temporary locations or "mobile enrollment events" at which Services will be performed).

The employee must have a regular, valid license to operate a vehicle. A motor vehicle record check and criminal background check are REQUIRED.

Any driving offense identified below will disqualify the employee from a position that requires driving while on Company business:

1. Driving Under the Influence (DUI) or Driving While Intoxicated (DWI) convictions within the last five (5) years.
2. If the information is available, more than one Disregard of Traffic Control Device violation in the past two years.
3. Reckless operation or unsafe-for-conditions violations in the past two years.
4. More than two speeding violations in the past two years.
5. Convictions for resisting arrest or leaving the scene of an accident in the past three years.
6. A combination of individual violations that do not meet the threshold in any one above criteria, but multiple violations of or convictions for the offenses identified in the above numbers 1 – 5.

- Not employable if no current driver's license.
- Clean DUI record for past two years, but if had more than one DUI conviction, then not eligible.
- Not employable if DUI aligned with other convictions, such as criminal offenses.

Watch lists

- Watch list matches not allowed.
- Office of Foreign Assets and Control (OFAC) – Specially Designated Nationals and Blocked Persons.
- Interpol Most Wanted list.

Collections and Unpaid Tax Liens

Not Allowed:

- Any unpaid US federal, state, or local government tax. If on a payment plan with the government, then allowed.

**Multiple unpaid judgments and unpaid collection rules:**

IF (Person is to work on UES and is to be TSA-screened through eQIP) THEN  
 [Unpaid (Medical Collections + Non-Medical Collection Accounts+ Judgments= **Total Past Due AMT** < \$7,000.00)]  
 -AND-  
 [Unpaid Non-Medical Collections + Unpaid Judgments must be under \$2000.00]

Allowed:

- Past due medical bills and medical collections.
- If collections are over the above limit, allow if on a collections payment plan to correct the collections issue.

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- Proof that debt is not theirs, including that it is that of a former spouse, and now divorced and as indicated by an order by a court of record, or widower, or is only medical debt, and that current situation is corrected and not past due.

Employment Eligibility

In addition, each employee or contractor must have a valid US Social Security Account Number card. If the card includes one of the following restrictions, then they are **not eligible** for employment/contract work:

- NOT VALID FOR EMPLOYMENT
- VALID FOR WORK ONLY WITH INS AUTHORIZATION
- VALID FOR WORK ONLY WITH DHS AUTHORIZATION

Full names must match 100% on all of the above identity documents. If not, then reject. The person is responsible for updating their documents for name changes (such as due to marriage, adoption, divorce, etc.).

**Additional disqualifying criminal offenses:**

(a) *Permanent disqualifying criminal offenses.* An employee has a permanent disqualifying offense if convicted or found not guilty by reason of insanity in a civilian or military jurisdiction of any of the following offenses:

- (1) Espionage.
- (2) Sedition.
- (3) Treason.
- (4) A crime listed in 18 U.S.C. Chapter 113B—Terrorism, or a State law that is comparable.
- (5) A crime involving a transportation security incident.
- (6) Improper transportation of a hazardous material under 49 U.S.C. 5124 or a State law that is comparable.
- (7) Unlawful possession, use, sale, distribution, manufacture, purchase, receipt, transfer, shipping, transporting, import, export, storage of, or dealing in an explosive or explosive device.
- (8) Murder.
- (9) Conspiracy or attempt to commit any of the crimes identified in this paragraph (a).
- (10) Violations of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. 1961, *et seq.*, or a State law that is comparable, where one of the predicate acts found by a jury or admitted by the defendant, consists of one of the offenses listed in paragraphs (a)(4) or (a)(8) of this section.

(b) *Interim disqualifying criminal offenses.* The offenses listed in paragraphs (b)(1) through (b)(14) of this section are disqualifying if either of the following factors is true: the employee was convicted or found not guilty by reason of insanity of the crime in a civilian or military jurisdiction, within the 7 years preceding the date of the background check; or the employee was released from incarceration for the crime within the 5 years preceding the date of the background check.

- (1) Assault with intent to murder.
- (2) Kidnapping or hostage taking.

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- (3) Rape or aggravated sexual abuse.
  - (4) Unlawful possession, use, sale, manufacture, purchase, distribution, receipt, transfer, shipping, transporting, delivery, import, export of, or dealing in a firearm or other weapon.
  - (5) Extortion.
  - (6) Dishonesty, fraud, or misrepresentation, including identity fraud.
  - (7) Bribery.
  - (8) Smuggling.
  - (9) Immigration violations.
  - (10) Violations of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. 1961, *et seq.*, or a State law that is comparable, other than the violations listed in paragraph (a)(10) of this section.
  - (11) Robbery.
  - (12) Distribution of, possession with intent to distribute, or importation of a controlled substance.
  - (13) Arson.
  - (14) Conspiracy or attempt to commit the crimes in this paragraph (b).
- (c) *Under want or warrant.* An employee who is wanted or under indictment in any civilian or military jurisdiction for a crime listed in this section is disqualified until the want or warrant is released.
- (d) *Determination of arrest status.* (1) When a fingerprint-based check discloses an arrest for a disqualifying crime listed in this section without indicating a disposition, TSA or the applicable federal agency will so notify the employee and provide instructions on how the employee must clear the disposition, in accordance with paragraph (d)(2) of this section.
- (2) The employee must provide TSA or other applicable federal agency with written proof that the arrest did not result in a disqualifying criminal offense within 45 days after the service date of the notification in paragraph (d)(1) of this section. If TSA or other applicable federal agency does not receive proof in that time, TSA or other applicable federal agency will notify the employee and the State that the employee is disqualified.

**Reference**  
<http://www.dhha.mil/persec/odr/index.htm>

**Schedule F  
 Signage and Branding Minimum Requirements**

The elements below are required to be posted at all Enrollment Centers.



- IdentoGO Wall Sign (27" W x 14" H)**
- The Silver-framed Partner Sign is placed in a lobby, waiting area or the receptionist desk wall where the customer is greeted. A hanging wire is included on the back. The sign is the office or suite entry identifier for the customer to locate the Enrollment Center (EC) when arriving.



- IdentoGO Window Decal (15" W x 6" H)**
- The decal is placed on the front glass door or on a side window by the front door. This is the exterior identifier for a customer arriving at the EC.
  - If the decal cannot be placed on the exterior, like in a multi-tenant building with a common area directory, the EC is to be identified by "IdentoGO – Suite 123" on the building directory, digital sign, or lettering board, etc.



- Hours of Operation (HOO) (8.5" W x 11" H)**
- The HOO is placed on an inside glass window or door facing out to the exterior. The sign is placed to inform a customer of the HOO from the exterior of the facility when approaching. A suction cup is included for hanging.



- Digital Frame (11.5" W x 9" H)**
- The Digital Frame is electronically displayed at the receptionist desk, sign-in counter or greeter's desk. The frame serves as a visual to verify payment types and Payable to IDEMIA. In addition, the frame offers a Customer Service Feedback number. Retail services vary by location, if the EC does not offer one of the advertised services, refer the customer to IdentoGO.com.



- Form of Payment (8.5" W x 11" H)**
- The Payable to IDEMIA sign is on the digital frame, which is placed at the receptionist desk, sign-in counter or greeter's desk, within view of the Greeter or Enrollment Agent (EA).



- No Photography/No Cellphone Sign (7" W x 5" H)**
- The sign is displayed at every workstation within the EC.

**Schedule G  
Fee Schedule**

**Fees per successful transaction**

Location:	UEP
Maynardville, TN	\$3.00

COAT agrees to pay Service Provider for each successfully submitted transaction under the terms of Section 4 of the Agreement. Successfully submitted transactions are defined as the submission and recording of Applicant's fingerprints and other biographic information on the Prime Contractor server and sent directly to the Federal or State Automatic Fingerprint Identification System (AFIS). Service Provider will not be paid for rejected fingerprint submissions.

In the event of a location closure not due to catastrophic events or severe weather, Service Provider will not be paid any Fees for the fingerprinting of Applicants whose appointments were rescheduled due to such location closure, excluding closures due to equipment failures or events not under the reasonable control of the Service Provider.

**Retail Fees per successful transaction**

FBI Identity History Check (pre-enrollment and walk-up; requires full enrollment processing)	\$4.00
FBI Identity History (single capture add on)	\$2.00
Photo Services	\$4.00
Sales of adjacent biometric ID products	\$4.00
Out of State LiveScan Enrollment	\$3.00
Commercial LiveScan Enrollment	\$3.00

COAT may, from time to time, add additional retail services to be provided by Service Provider, without formal amendment to the Agreement or this Fee Schedule. Such additional retail services may require training of Service Provider employees. A fee schedule for all retail services will be provided by COAT on an annual basis.

Service Provider will support promotional marketing and merchandising for retail services and complete necessary reporting requirements for retail service transactions.

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**Schedule H  
Hours of Operation**

Location Name	Address	City	State	Zip	Program	Site Point of Contact (POC)	Site POC Phone Number	Site POC Email	HOO
Union County Clerk Office	825 Main Street	Maynardville	TN	37807	TN UEP	Pam Ailor	865-992-8043	Pam.Ailor@union-county.tn.gov	Monday-Friday 8:30am-3:00pm

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**BEFORE THE COUNTY LEGISLATIVE BODY FOR UNION COUNTY, TENNESSEE**  
**RESOLUTION TO COMMIT FUNDS FOR USE BY THE OFFICE OF UNION COUNTY CLERK**

No. 01 10-24-2022

**WHEREAS**, the Governmental Accounting Standards Board (GASB) has provided authoritative guidance for generally accepted accounting procedures for State and Local Governments; and

**WHEREAS**, the Comptroller of the State of Tennessee has deemed that all county governments in Tennessee will comply with GASB accounting statements to ensure that there is a uniform and transparent accounting standard for reporting of public funds; and

**WHEREAS**, GASB Statement 54, paragraph 10, authorizes the county legislative body to commit certain funds for specific uses through formal resolution; and

**WHEREAS**, Tennessee Code Annotated, Section 38-6-109, authorizes clerks of court, county clerks, registers of deeds, and county trustees to enter into agreements with a fingerprint vendor that is under contract with the Tennessee Bureau of Investigation for purposes of providing fingerprint capture services for fingerprint-based background checks permitted by law; and

**WHEREAS**, pursuant to an agreement between Idemia/COAT and the Office of the Union County Clerk, the Office of the Union County Clerk receives a fee of \$3.00 for each set of fingerprints captured for purposes of a criminal background check; and

**WHEREAS**, revenue from the fingerprint capture fees is deposited into the Union County general fund; and

**WHEREAS**, the Office of the Union County Clerk has requested the revenue from the fees be committed for use in their office.

**NOW, THEREFORE, BE IT RESOLVED** by the Legislative Body of Union County, Tennessee, that:

**SECTION 1.** All fingerprint capture fees be deposited in the county general fund and be formally committed to be spent only for the operations and improvements of the Office of the Union County Clerk.

**SECTION 2.** That any unexpended portion of the annual fingerprint capture fees that are realized by the Office of the Union County Clerk be committed in the Union County general fund to fund expenditures specifically for the Office of the Union County Clerk.

**Motion to Adopt by:** Lynn Beeler

**Seconded by:** Eddie Simpson

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**Voting for:** Lynn Beeler, Mike Boles, Angela Conner-Murphy, Danny Cooke, Bill Cox,  
Greg Dyer, Linda Effler, Dawn Flatford, Sidney Jessee, Jr., R.L. Jones, Larry Lay, Ashley Mike,  
Kenny Moore, Gerald Simmons, Eddie Simpson and Cheryl Walker

**Voting no:** None

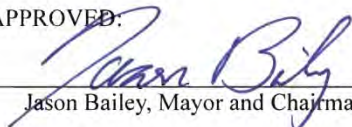
**Passing:** None

**ADOPTED AND APPROVED**, in open meeting at Maynardville, Tennessee, this 24th day of October, 2022.

Attest:

  
County Clerk

APPROVED:

  
Jason Bailey, Mayor and Chairman



A **Motion** was made by **Lynn Beeler** and **Seconded** by **Eddie Simpson** to approve the Idemia/Coat contract and Resolution No. 01 10-24-2022 with the recommended change of Page 5, Paragraph 10, Indemnification to begin with “To the extent permitted by applicable law.”

County Chairman Jason Bailey called for a Roll Call Vote. **Commissioners Voting For:** Lynn Beeler, Mike Boles, Angela Conner-Murphy, Danny Cooke, Bill Cox, Greg Dyer, Linda Effler, Dawn Flatford, Sidney Jessee, Jr., R.L. Jones, Larry Lay, Ashley Mike, Kenny Moore, Gerald Simmons, Eddie Simpson and Cheryl Walker. **Commissioners Voting Against:** None. **Commissioners Passing:** None. **Motion Carried.**

### 13. **Community Reports**

- a. There was no report given for the Fire Chiefs’ Association in open meeting on October 24, 2022.
- b. Constable Association – Constable John Dennis gave a brief report on training and certifications of the current constables.

### 14. **April Krauth, Gold Star Memorial**

April Krauth gave a brief presentation about the Hershel “Woody” Williams Foundation and their focus to bring Gold Star Families together by building Gold Star Families Memorial Monuments throughout the country.

### 15. **Old Business**

- a. Seniority Raises for the Union County Sheriff’s Department

A **Motion** was made by **Sidney Jessee, Jr.** and **Seconded** by **Kenny Moore** to table the Seniority Raises for the Union County Sheriff’s Department until the November 28, 2022 to give enough time to research Governor Bill Lee’s Initiative.

County Chairman Jason Bailey called for a Roll Call Vote. **Commissioners Voting For:** Lynn Beeler, Mike Boles, Angela Conner-Murphy, Danny Cooke, Bill Cox, Greg Dyer, Linda Effler, Dawn Flatford, Sidney Jessee, Jr., R.L. Jones, Larry Lay, Ashley Mike, Kenny Moore, Gerald Simmons and Cheryl Walker. **Commissioners Voting Against:** None. **Commissioners Passing:** Eddie Simpson. **Motion Carried.**

- b. American Rescue Plan Act Funds

A **Motion** was made by **Sidney Jessee, Jr.** and **Seconded** by **Greg Dyer** to use the \$500,000 ARPA fund for the Luttrell Sports Complex and use the \$500,000 in Capital for Employee Bonuses.

County Chairman Jason Bailey called for a Roll Call Vote. **Commissioners Voting For:** Lynn Beeler, Mike Boles, Angela Conner-Murphy, Bill Cox, Greg Dyer, Linda Effler, Dawn Flatford, Sidney Jessee, Jr., R.L. Jones, Larry Lay and Cheryl Walker. **Commissioners Voting Against:** Danny Cooke, Ashley Mike, Kenny Moore and Gerald Simmons. **Commissioners Passing:** Eddie Simpson. **Motion Carried.**

c. Employee Bonuses

**MOTION #1**

A **Motion** was made by **Larry Lay** and **Seconded** by **R.L. Jones** to give all current full-time employees a \$1,500.00 bonus excluding elected official. All current part-time employees that work at least 20 hours per week will receive a \$750.00 bonus.

County Chairman Jason Bailey called for a Roll Call Vote. **Commissioners Voting For:** Danny Cooke, Linda Effler, Sidney Jessee, Jr., R.L. Jones, Larry Lay and Ashley Mike. **Commissioners Voting Against:** Lynn Beeler, Mike Boles, Angela Conner-Murphy, Bill Cox, Greg Dyer, Dawn Flatford, Kenny Moore, Gerald Simmons and Cheryl Walker. **Commissioners Passing:** Eddie Simpson. **Motion Failed.**

**MOTION #2**

A **Motion** was made by **Gerald Simmons** and **Seconded** by **Ashley Mike** to give all current employees a \$2,500.00 bonus.

County Chairman Jason Bailey called for a Roll Call Vote. **Commissioners Voting For:** Bill Cox, Ashley Mike and Gerald Simmons. **Commissioners Voting Against:** Lynn Beeler, Mike Boles, Angela Conner-Murphy, Danny Cooke, Greg Dyer, Linda Effler, Dawn Flatford, Sidney Jessee, Jr., R.L. Jones, Larry Lay, Kenny Moore and Cheryl Walker. **Commissioners Passing:** Eddie Simpson. **Motion Failed.**

**MOTION #3**

A **Motion** was made by **Mike Boles** and **Seconded** by **Bill Cox** to give 29 Sheriff Department employees, 16 Jail employees, and 10 EMS employees that were employed during COVID to the present, a \$3,500.00 bonus, and to give the 6 Sheriff Department employees, 10 Jail employees, and 8 EMS employees that were hired post-COVID a \$1,000.00 bonus. All other current county employees including 911 employees, and less the Board of Education, will receive a \$1,000.00 bonus.

County Chairman Jason Bailey called for a Roll Call Vote. **Commissioners Voting For:** Lynn Beeler, Mike Boles, Angela Conner-Murphy, Bill Cox, Greg Dyer, Linda Effler, Sidney Jessee, Jr. and R.L. Jones. **Commissioners Voting Against:** Danny Cooke, Dawn Flatford, Larry Lay, Ashley Mike, Kenny Moore, Gerald Simmons and Cheryl Walker. **Commissioners Passing:** Eddie Simpson. **Motion Carried.**

**MOTION #4**

A **Motion** was made by **Gerald Simmons** and **Seconded** by **Cheryl Walker** to table the employee bonuses until the November 28, 2022 County Commission Meeting.

County Chairman Jason Bailey called for a Roll Call Vote. **Commissioners Voting For:** Lynn Beeler, Danny Cooke, Linda Effler, Kenny Moore, Gerald Simmons and Cheryl Walker. **Commissioners Voting Against:** Mike Boles, Angela Conner-Murphy, Bill Cox, Greg Dyer, Dawn Flatford, Sidney Jessee, Jr., R.L. Jones, Larry Lay and Ashley Mike. **Commissioners Passing:** Eddie Simpson. **Motion Failed.**

### **MOTION #5**

A **Motion** was made by **Sidney Jessee** and **Seconded** by **Greg Dyer** to give the 120 employees from 911, Ambulance Service, Jail, and Sheriff's Department a \$2,500.00 bonus, and the other 63 county employees that are currently employed a \$1,500.00 bonus.

County Chairman Jason Bailey called for a Roll Call Vote. **Commissioners Voting For:** Bill Cox, Greg Dyer, Linda Effler and Sidney Jessee, Jr. **Commissioners Voting Against:** Lynn Beeler, Mike Boles, Angela Conner-Murphy, Danny Cooke, Dawn Flatford, R.L. Jones, Larry Lay, Ashley Mike, Kenny Moore, Gerald Simmons and Cheryl Walker. **Commissioners Passing:** Eddie Simpson. **Motion Failed.**

### **MOTION #6**

A **Motion** was made by **Ashley Mike** and **Seconded** by **Sidney Jessee, Jr.** to give all 183 current employees a \$1,000.00 bonus.

County Chairman Jason Bailey called for a Roll Call Vote. **Commissioners Voting For:** Lynn Beeler, Danny Cooke, Linda Effler, Dawn Flatford, Sidney Jessee, Jr., R.L. Jones, Larry Lay, Ashley Mike and Gerald Simmons. **Commissioners Voting Against:** Mike Boles, Angela Conner-Murphy, Bill Cox, Greg Dyer, Kenny Moore and Cheryl Walker. **Commissioners Passing:** Eddie Simpson. **Motion Carried.**

### **MOTION #7**

A **Motion** was made by **Eddie Simpson** and **Seconded** by **Greg Dyer** to set aside the remaining funds of \$317,000.00 from employee bonuses to go toward EMS facilities.

County Chairman Jason Bailey called for a Roll Call Vote. **Commissioners Voting For:** Lynn Beeler, Mike Boles, Angela Conner-Murphy, Bill Cox, Greg Dyer, Dawn Flatford, Sidney Jessee, Jr., R.L. Jones, Larry Lay and Eddie Simpson. **Commissioners Voting Against:** Danny Cooke, Linda Effler, Ashley Mike, Kenny Moore, Gerald Simmons and Cheryl Walker. **Commissioners Passing:** None. **Motion Carried.**

16. **New Business:** There was no New Business presented in open meeting on Monday, October 24, 2022.

17. **Addendums**

a. David Cox, Road Superintendent – State Aid Bridge Corryton-Luttrell Rd

A **Motion** was made by **Sidney Jessee, Jr.** and **Seconded** by **Eddie Simpson** to approve the building of a bridge on Corryton-Luttrell Rd beside the Railroad tracks with funding to come out of the State Aid Bridge money.

County Chairman Jason Bailey called for a Roll Call Vote. **Commissioners Voting For:** Lynn Beeler, Mike Boles, Angela Conner-Murphy, Danny Cooke, Bill Cox, Greg Dyer, Linda Effler, Dawn Flatford, Sidney Jessee, Jr., R.L. Jones, Larry Lay, Ashley Mike, Kenny Moore, Gerald Simmons, Eddie Simpson and Cheryl Walker. **Commissioners Voting Against:** None. **Commissioners Passing:** None. **Motion Carried.**

18. **Public Comments:** There were no Public Comments made in open meeting on Monday, October 24, 2022.



19. A **Motion** was made by **Eddie Simpson** and **Seconded** by **Cheryl Walker** to **Adjourn**.

County Chairman Jason Bailey Called for a Roll Call Vote. **Commissioners Voting For:** Lynn Beeler, Mike Boles, Angela Conner-Murphy, Danny Cooke, Bill Cox, Greg Dyer, Linda Effler, Dawn Flatford, Sidney Jessee, Jr., R.L. Jones, Larry Lay, Ashley Mike, Kenny Moore, Gerald Simmons, Eddie Simpson and Cheryl Walker. **Commissioners Voting Against:** None. **Commissioners Passing:** None. **Motion Carried.**

Union County Commission's Regular Meeting **Adjourned at 8:58 P.M.**