

**MINUTES OF THE VAN BUREN COUNTY COMMISSION
VAN BUREN COUNTY, TENNESSEE**

The Van Buren County Commission met in a Regular Meeting on Tuesday April 19, 2022 at 6:00 p.m. at the Van Buren County Administration Facility & Justice Center. The following action was taken as recorded in Minute Book, "S".

Call to Order

Sheriff Eddie Carter called the Meeting to Order.

Roll Call

Members present: David Chandler, Joey Grissom, Terry Hickey, William Maxwell, Bill Mosley, Mickey Robinson, Henry Seamons, Brian Simmons, Robert Van Winkle, and Cale Crain.

Also present: Standing in for County Attorney Howard Upchurch was Stacey Turner, County Mayor Greg Wilson, County Clerk Lisa Rigsby, Jay Williams with Zoom, and several Citizens from Van Buren County.

Mayor Greg Wilson led us in prayer and Chris Binkley led us in the Pledge of Allegiance.

Approval of March 15, 2022 Meeting Minutes

Robert Van Winkle made a motion, second by Mickey Robinson to approve the minutes from the March 15, 2022 Meeting. All approved by voice vote. Motion passed.

Committee A Report

**Committee A
April 5, 2022**

Roll Call:

Members present: Henry Seamons, Mickey Robinson, Robert Van Winkle, and Will Maxwell. Also, Mayor Greg Wilson, Jessica Grissom

School system BEP

Director Cole presented the BEP funding schedule for the next eight years

Bid acceptance for copy machine in the sheriff dept.

Motion was made by Mr. Robinson to accept the bid for copy machine equipment and service from Novatech in the amount of \$450.00 a month Seconded by Mr. Seamons All Members present voted Yes

Bid acceptance for finger print machine.

Motion was made Mr. Robinson to accept the bid for a new finger print machine from Sirchie in the amount of \$16,207. Seconded by Mr. Seamons All Members present voted Yes

Sheriff's office budget presentation for FY 2022/2023

See attached documents with requested budget items

Sheriff's office budget amendments for FY 2021/2022 budget

Motion was made by Mr. Seamons to increase line 101-54110-338 by \$5,000 and 101-54110-425 by \$3,000 from Fund balance 101-39000. Seconded by Mr. Robinson. All Members present voted Yes.

Sale of surplus vehicles

A motion was made by Mr. Robinson to surplus and sale 4 vehicles that were presented by the sheriff. Seconded by Mr. Seamons. All Members present voted Yes.

Zoll Maintenance agreement

This is an agreement for to maintain cardiac monitors used by EMS. This agreement has already been approved however it should be paid out of the EMS Fund.

Motion By Mr. Robinson to increase line 118-55130-336 in the amount of \$18,630 from fund balance 118-39000 seconded by Mr. Seamons. All Members present voted Yes.

Budget amendments

Motion by Mr. Robinson to increase line 101-51800-335 by \$5,000 from Fund Balance 101-39000. Seconded by MR. Seamons. All Members present voted Yes.

Motion by Mr. Robinson to move \$8,093 from 101-51800-149 to
101-51800-169----- \$6,413
101-51800-204----- \$1,500
101-51800-210----\$180

Seconded by Mr. Seamons. All Members present voted Yes.

Motion was made By Mr. Seamons to increase line:

101-55731-147 by \$306
101-55731-201 by \$18.95
101-55731-204 by \$21.42
101-55731-210 by \$2.45
101-55731-147 by \$4.44

101-55732-149 by \$1,840
101-55732-201 by \$114.08
101-55732-204 by \$128.80
101-55732-210 by \$14.72
101-55732-212 by \$26.68

From fund balance 101-39000 total amount (\$2,477.56) Seconded by Mr. Robinson. All Members present voted Yes.

Motion was made by Mr. Robinson to transfer out of 116-55732-590 in the amount of \$2477.56 from 116-39000 seconded by Mr. Seamons. All Members present voted Yes.

ARP Funds for 911 employs

911 board Chairman Brian Bricker asked the committee to extend the ARP payment to 911 employs in the same manner as it was given to all county employs, Motion was made by MR. Robinson to increase line 171-58834-590 in the amount of \$14,400 to be distributed to 911 to pay out to employs that worked during the pandemic. Funds from line 171-39000 Seconded by Mr. Seamons All Members present voted Yes.

Motion was made to distribute the ARP funds to the Ag extension employees that worked during the pandemic by increasing line 171-58834-590 in the amount of \$6,000 from line 171-39000 Seconded by Mr. Seamons All Members present voted Yes.

Adjourn

Motion was made by Mr. Robinson to Adjourn and seconded by Mr. Seamons.

Future Year TISA Projections

| | Van Buren County Schools | County | Van Buren | 5 Year Average Change in Enrollment (FY16-20) | | 0.264% | | |
|---------------|--------------------------|-----------------|----------------|-----------------------------------------------|----------------|----------------|----------------|----------------|
| | FY23 (BEP/Grunds) | FY24 | FY25 | FY26 | FY27 | FY28 | FY29 | FY30 |
| ADM | 705.36 | 707.22 | 709.08 | 710.95 | 712.83 | 714.71 | 716.59 | 718.48 |
| TISA Total | \$6,596,523.77 | \$6,729,455.18 | \$6,747,200.62 | \$6,764,992.86 | \$6,782,832.01 | \$6,800,718.20 | \$6,818,651.55 | \$6,836,632.20 |
| State | \$5,411,040.44 | \$5,436,175.96 | \$5,452,549.27 | \$5,468,077.83 | \$5,482,805.65 | \$5,496,804.13 | \$5,510,123.10 | \$5,522,794.03 |
| Local | \$1,187,483.33 | \$1,293,279.23* | \$1,294,651.36 | \$1,296,915.03 | \$1,300,026.35 | \$1,303,914.07 | \$1,308,528.46 | \$1,313,838.18 |
| Projected MOE | \$1,559,528.00 | 53,183 | 53,183 | 53,183 | 53,183 | 53,183 | 53,183 | 53,183 |

*Denotes projected fiscal year in which local required contribution will exceed FY23 projected local contribution levels. The lack of "" signals that the local requirement will not exceed projected FY23 levels until after FY30.
 **Denotes projected fiscal year in which local required contribution will exceed FY23 projected maintenance of effort levels. The lack of "" signals that the local requirement will not exceed projected FY23 MOE levels until after FY30.

Funding for
STUDENT  SUCCESS

Van Buren County: TISA & BEP Local Contribution

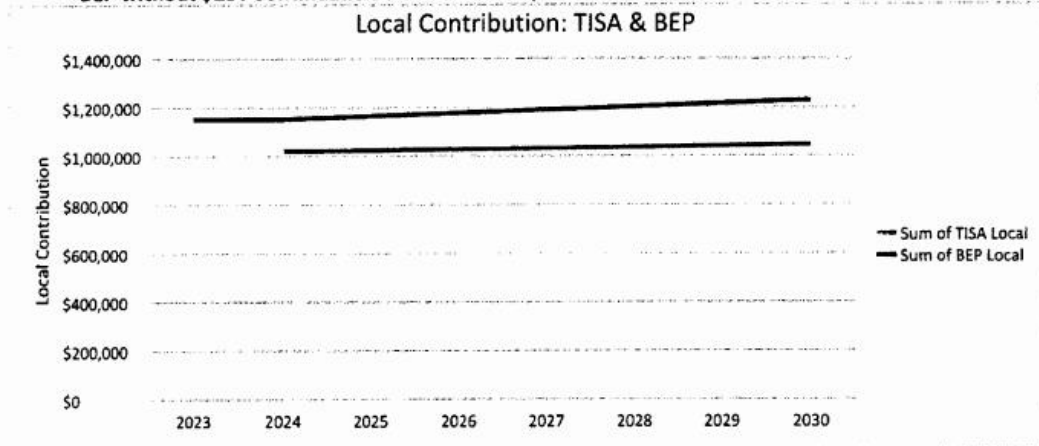
Key Points:

- **The TISA will generate additional funding for the students in your district.** The TISA generates \$6.74M compared to \$6.59M under the BEP in FY23.
- **Your school district is not projected to exceed your MOE under the TISA (projected through FY30).**
- **Your district is projected to have a lower local contribution in FY24 under the TISA, compared to having an increased local contribution under the BEP.**
- **Your district’s timeline to exceed your MOE in future year projections will happen faster under the BEP than under TISA.**

Local Contribution Totals

The graph displays local contributions driven by:

- **TISA:** Proposed model inclusive of \$1B investment and all amendments as of 3/25/22
- **BEP without \$1B:** Continuation of BEP without \$1B investment



Summary: The TISA results in more state funding for districts and an overall lower local contribution. Under the BEP, whether or not you add \$1B, locals end up paying more. The TISA is noted in the blue line above, which demonstrates that the rate of increase for local governments is lower. This means that the BEP increases the required local match faster. The TISA proposal brings more state funding and is more fiscally responsible for local governments overall.



BILL LEE
GOVERNOR

STATE OF TENNESSEE
DEPARTMENT OF EDUCATION
NINTH FLOOR, ANDREW JOHNSON TOWER
710 JAMES ROBERTSON PARKWAY
NASHVILLE, TN 37243-0375

PENNY SCHWINN
COMMISSIONER

March 25, 2022

Dear Director Cole,

I continue to appreciate the engagement from districts and local stakeholders throughout the process of developing and refining the proposed Tennessee Investment in Student Achievement (TISA) funding formula for K-12 public education. This feedback has driven important amendments to the proposed legislation, and we want to provide you with updates on the fiscal impact of these changes for your district.

On the next pages, the department has provided updates to both the detailed estimate of the potential FY24 TISA allocation for Van Buren County Schools, as well as projections for total state and local contributions through FY30. These are based on the following changes to the TISA formula in alignment with legislative amendments:

- **4th Grade Tutoring:** The direct funding for 4th grade tutoring has been expanded to generate funding for students in the Approaching category in addition to those in the Below category previously included.
- **Fiscal Capacity:** The fiscal capacity determination is now based on an average of the calculations provided by both CBER and TACIR.
- **Charter Funding:** The amount allocated for charter schools has been moved from a student weight to a direct allocation fully funded by the state.

These updates may result in differences to your district's projected total overall funding and the local contribution for both FY24 and future year projections.

As with prior communications, these projections are based on data provided and certified by your district to the department for current and historical years and use the average change in enrollment for the five school years prior to the pandemic to project future year trends. Please note, this does not include fast-growth funding, outcomes funding, or the additional funding your district may spend on education. This only reflects the base, weights, and direct funding outlined in the new formula proposal, based on the data your district has submitted.

Thank you for your continued leadership and support for your students, educators and school communities. We appreciate your partnership on this important foundational work to drive positive outcomes for Tennessee students. Additional information will continue to be made available as the legislation is considered by the Tennessee General Assembly. To learn more about student-based funding, review Tennessee's recent public engagement process and recommendations, and access additional resources, [click here](#).

Sincerely,

Penny Schwinn, PhD
Commissioner of Education

District Allocation

As a result of this student-based formula and the data shared by your district with the department, your allocation under the TISA is reflected below. Please note this does not include fast-growth funding, outcomes funding, or the additional funding your district may spend on education. **This only reflects the base, weights, and direct funding outlined in the new formula proposal, based on the data your district has submitted.** Please note this is a projection and enrollment changes will impact any numbers two years from now.

| District | Van Buren County | District ID | 880 | County | Van Buren |
|----------------------------|------------------|--------------------------|-----|--------|-----------------------|
| Element | Amount | Students | | | Funding |
| Base | \$6,860.00 | 707.22 | | | \$4,851,528.25 |
| WEIGHTS | Weight | Students/Services | | | Funding |
| Economically Disadvantaged | 25% | 304.69 | | | \$522,543.26 |
| Concentrated Poverty | 5% | 310.84 | | | \$106,619.61 |
| Small | 5% | 707.22 | | | \$242,576.41 |
| Sparse | 5% | 707.22 | | | \$242,576.41 |
| Unique Learning Need 1 | 15% | 29.16 | | | \$30,007.64 |
| Unique Learning Need 2 | 20% | 93.52 | | | \$128,311.71 |
| Unique Learning Need 3 | 40% | 27.31 | | | \$74,930.67 |
| Unique Learning Need 4 | 60% | 0.00 | | | \$0.00 |
| Unique Learning Need 5 | 70% | 0.00 | | | \$0.00 |
| Unique Learning Need 6 | 75% | 11.32 | | | \$58,238.97 |
| Unique Learning Need 7 | 80% | 8.58 | | | \$47,062.82 |
| Unique Learning Need 8 | 100% | 0.99 | | | \$6,786.28 |
| Unique Learning Need 9 | 125% | 0.50 | | | \$4,305.04 |
| Unique Learning Need 10 | 150% | 0.00 | | | \$0.00 |
| DIRECT | Amount | Students | | | Funding |
| K-3 Literacy | \$500.00 | 211.40 | | | \$105,699.22 |
| 4th Grade Tutoring | \$500.00 | 30.05 | | | \$15,024.44 |
| CTE | \$5,000.00 | 58.78 | | | \$293,910.30 |
| Post-Secondary Assessment | \$185.34 | 59.44 | | | \$11,017.23 |
| Charter | \$274.40 | 0.00 | | | \$0.00 |
| OUTCOMES | | | | | |
| TBD | | | | | |
| TOTAL | | | | | \$6,741,138.26 |

Committee A Chairman William Maxwell brought forward action that needs to be taken by the Full Commission from the April 5, 2022 Committee A Meeting.

Bid acceptance for copy machine in the Sheriff's Department

William Maxwell made a motion, second by David Chandler to accept the bid for the copy machine equipment and service from Novatech in the amount of \$450.00 a month.

Upon roll call: David Chandler, Joey Grissom, Terry Hickey, William Maxwell, Bill Mosley, Mickey Robinson, Henry Seamons, Brian Simmons, Robert Van Winkle, and Cale Crain voted yes. No changes to any yes vote. Motion passed. **Bid and information with the Sheriff's Department and Novatech as following:**

Van Buren County Sheriff's Department
 Bid Opening Summary

Project: Copiers

Grant Related: NO

Number of Bids Received: 1

Winning Bid: Novatech

Winning Company Contacted: Novatech

John D. Carter
Jarrod Campbell

| Date/Time | Company Name | Rep. Phone # | Amount |
|---------------|--------------|-------------------------------|---------------------------------|
| 3-1-22 @ 0808 | Novatech | Andrew Butler 615-577-7677 | \$450.00/mo for 60 Months |
| | | | |
| | | | |
| | | | |

- (1) Canon ImageRUNNER ADVANCE C3830i @ \$195.80/mo. @ 60 Mos.
- (1) Brother MFC-L9570CDW Gold Laser All-in-One @ \$22.95/mo. @ 48 Mos.

Novatech Service Agreement Includes: \$195.80 Service Base

- 2,500 B&W and 1,500 Color Impressions per Month for the C3830i
- 1,500 B&W and 300 Color Impressions per Month for the L9570CDW
- Toner, Supplies *, System Support(Ntouch)

*Paper Excluded

| Model | Printed Quarterly |
|---------------------|-------------------|
| C3830i B&W 50,000 | 50,000 |
| L9570CDW B&W 50,000 | 50,000 |

Average Monthly Outsourcing Expense (to be brought in-house) n/a

TOTAL MONTHLY EXPENDITURE (per computer) \$459.00/mo @ 60 Months

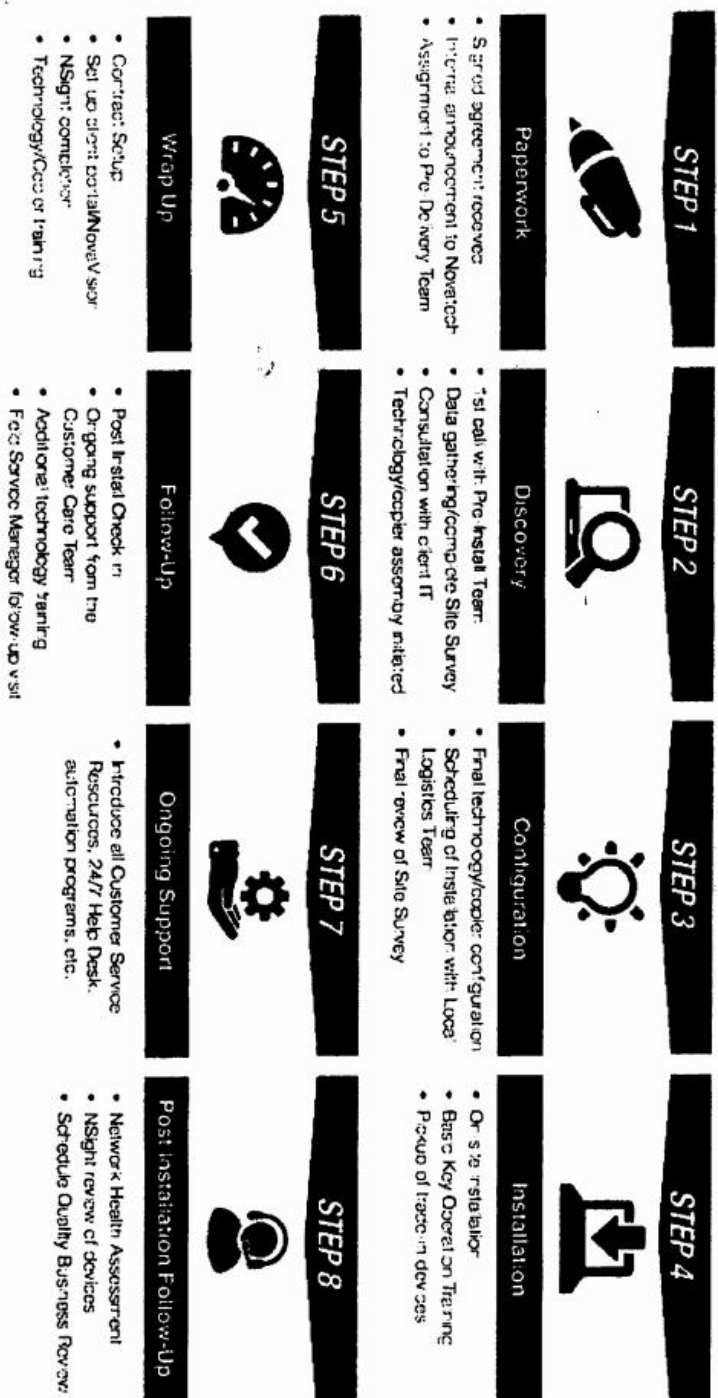
-Pricing does not include tax.
 -Pricing includes installation and training.
 -This proposal expires on 3/31/2022
 -Pricing and proposal presented to Van Buren Sheriff's Department are the intellectual property of Novatech, Inc. and should not be shared with any third party.

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Implementation Plan



WHAT HAPPENS NEXT:





NOVATECH >

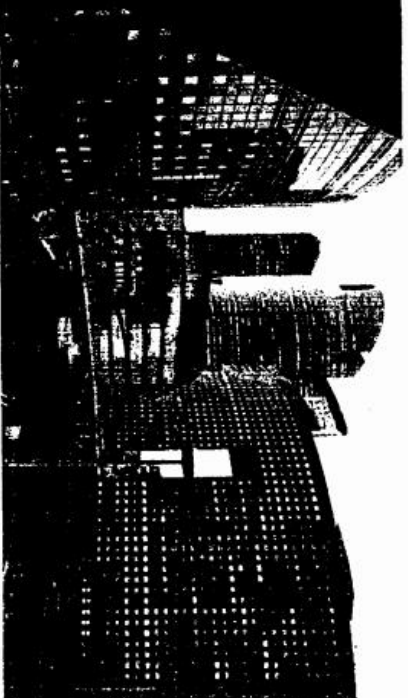
BRING EVERYTHING UP TO SPEED

Proposal Prepared For:
Van Buren County
Sheriff's Department

Andrew Butler, Jr.
Business Technology Advisor
andrew.butler@novatech.net
(615) 577-7677
February 23rd, 2022

WHO WE ARE

AT A GLANCE



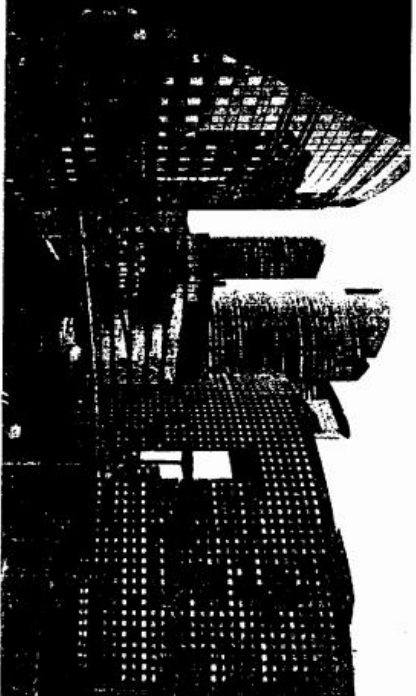
Headquartered in Nashville, Novatech, is a nationwide business technology provider. Novatech eliminates the need for multiple managed service providers, hardware dealers, and software integrators while offering 24/7/365 support. Offering a full Managed Office portfolio, Novatech simplifies and streamlines the technology experience for today's business.

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WHO WE ARE

AT A GLANCE



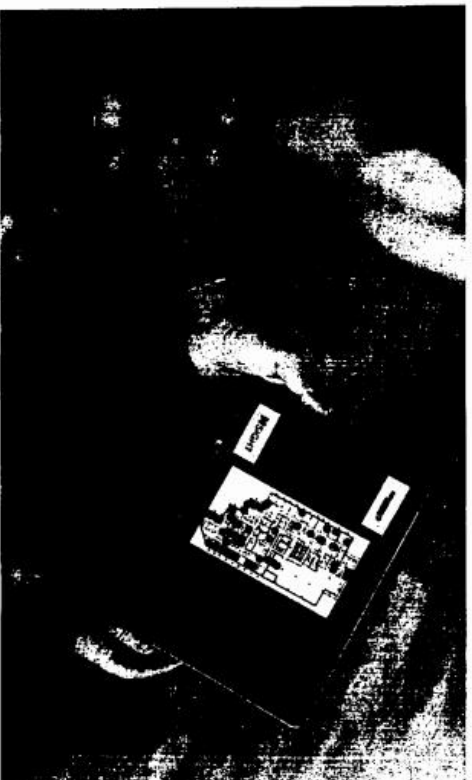
Headquartered in Nashville, Novatech, is a nationwide business technology provider. Novatech eliminates the need for multiple managed service providers, hardware dealers, and software integrators while offering 24/7/365 support. Offering a full Managed Office portfolio, Novatech simplifies and streamlines the technology experience for today's business.

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NOVATECH >

Automation for Efficiency

Our Nsight application automates networked device management to increase efficiency of Novatech's managed print solution.



NSIGHT

POWERED BY **NOVATECH** >

- Automatic Toner Replenishment, supplies on hand when you need them
- Automated Meter Reads allows for timely & accurate billing
- Monthly Usage Reports provide actionable data on your hardware fleet



MANAGED IT // MANAGED PRINT // MANAGED CLOUD // MANAGED SECURITY

NOVATECH >

Current Situation

Existing Monthly Payment (12mo. Average) **\$403.66**
KMBS C3351

Existing Service Agreement allows for:
6,900 B&W Impressions
700 Color Impressions

Monthly Usage and Rates (12mo. Average)
C368: 2,260 B&W @ \$0.04 = \$90.80
1,480 Color @ \$0.30 = \$444.00
C3351: 1,374 B&W @ \$0.03 = \$41.22
308 Color @ \$0.14 = \$43.12

Current Printer Toner Spend (12mo Average)

Included in Agreement

Current Repair / Replacement Costs on Printer (12mo Average)

\$0.00

Monthly Overage Cost (12mo Average)

\$88.81

TOTAL MONTHLY EXPENDITURE

\$492.47

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Our Service Organization



- Nationwide service coverage and remote monitoring support
- Vast, trusted partner network to offer nationwide printer / IT support
- US-based Dual Customer Care Centers in Atlanta, GA & Nashville, TN
- State-of-the-art tools and resources to maximize device uptime and deliver an exceptional service experience, every time!
 - Remote Tech software
 - Automatic routing of the closest properly-equipped technician
 - Predictive analytics-driven vehicle parts stocking
 - Manufacturer Direct to Technician restocking to ensure the most up-to-date car stock inventory

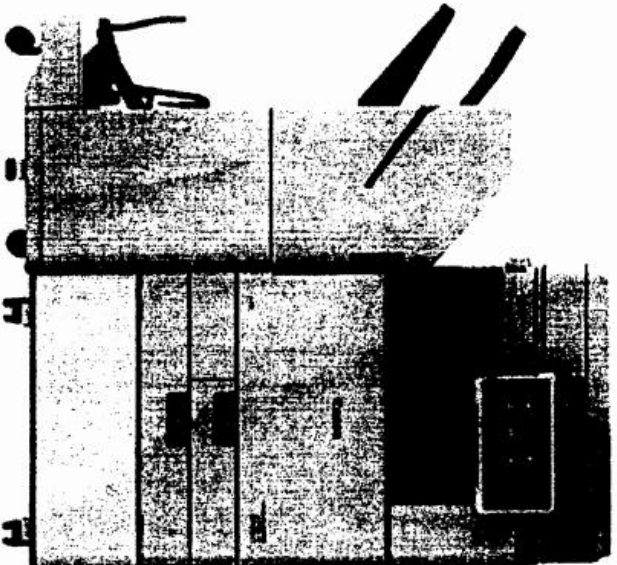
17% of all calls placed last year were resolved promptly thru remote support, without the need for an onsite visit, increasing customer uptime.

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NOVATECH >

Proposed Solution (Sheriff's Office)

Canon *imageRUNNER ADVANCE DX C3830i*



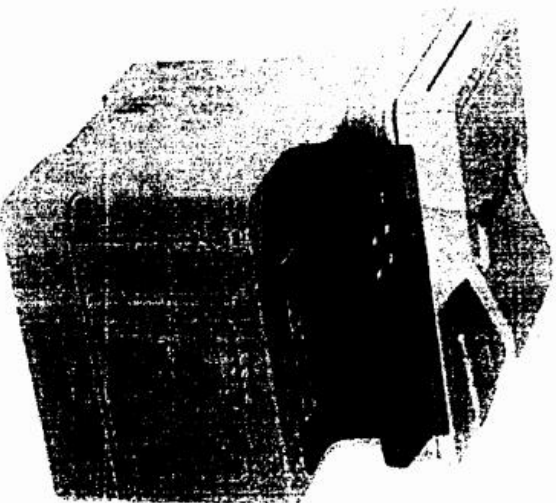
- **Print/Copy Speed:** up to 30 ppm (BW/Color, Letter)
- **Scan Speed:** up to 270 ipm (300 dpi) (BW/Color, Duplex)
- **Print up to 12" x 18"**
- **Includes two 550-sheet paper cassettes, and 100-sheet stack bypass**
- **Standard security feature set, including McAfee Embedded Control**
- **Includes mobile device printing options (AirPrint, Google Cloud Print 2.0, Mopria)**
- **Universal Login Manager (ULM), Wireless LAN, Remote Operator's Software Kit, McAfee Embedded Control**

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NOVATECH >

Proposed Solution (Deputy's Area)

brother At your side. *MFC-L9570CDW Color Laser Printer All-In-One*

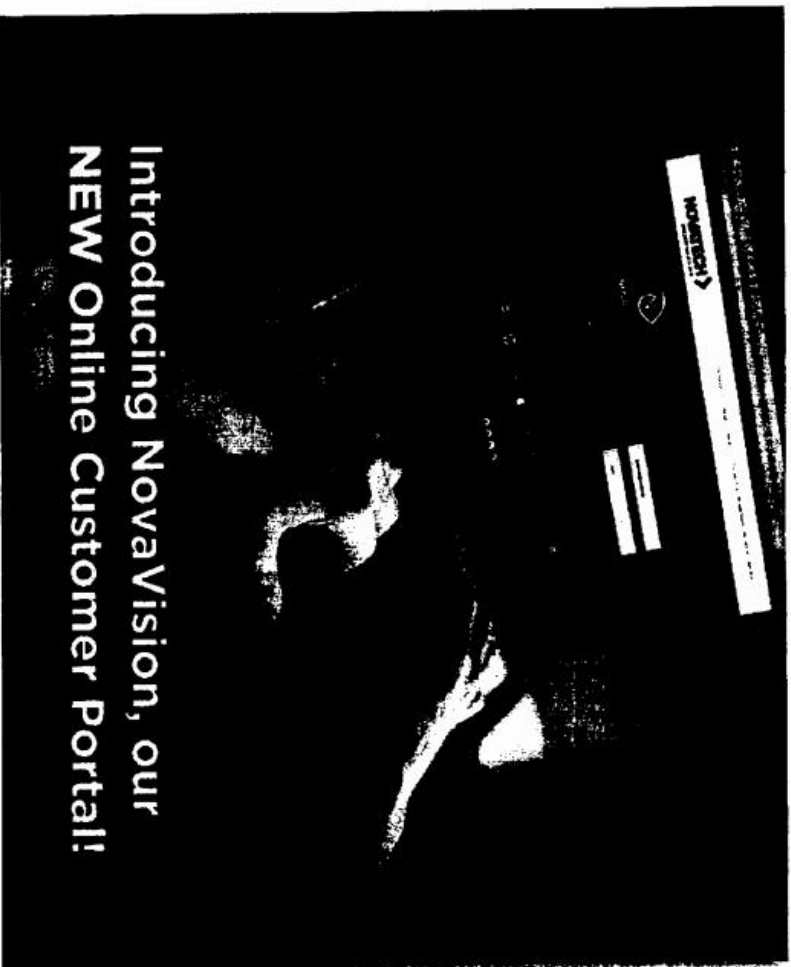


- **Print Speed: Up to 31ppm**
- **Built-In Fax Modem**
- **Wireless 802.11, Gigabit Ethernet**
- **Standard Wireless Connectivity and Web Browser**
- **Standard Gigabit Ethernet**
- **Automatic 2-sided Printing**
- **80-sheet Dual Scan Document Feeder**
- **Standard USB 2.0(supports local printing)**
- **Mobile device printing - Using Brother's iPrint&Scan, Brother print service plugin for Android, Google Cloud Print 2.0, Mopria and AirPrint.**

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NOVATECH >

Web Portal: Easy to order!



Introducing NovaVision, our
NEW Online Customer Portal!



NOVAVISION

**NovaVision an innovative
online site that allows
you to easily:**

- Schedule a Service Call
- Order Contracted Supplies
- View and Pay Invoices
- Report Meters

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NOVATECH >

Bid acceptance for finger print machine for Sheriff's Department

William Maxwell made a motion, second by Robert Van Winkle to accept the bid for a new finger print machine from Sirchie in the amount of \$16,207.00.

Upon roll call: David Chandler, Joey Grissom, Terry Hickey, William Maxwell, Bill Mosley, Mickey Robinson, Henry Seamons, Brian Simmons, Robert Van Winkle, and Cale Crain voted yes. No changes to any yes vote. Motion passed. **Finger print Machine Bid and information as following:**

Van Buren County Sheriff's Department
 Bid Opening Summary

Project: Finger Print
 Number of Bids Received: 2
 Winning Company Contacted: Sirchie Bio ID

Grant Related: No
 Winning Bid: Sirchie
Garry Newlin
James Taylor

| Date/Time | Company Name | Rep. Phone # | Amount |
|---------------|--------------|--------------------------------|----------|
| 31-22 @ 08:08 | IDEMIA | Garry Newlin 1-612-839-9639 | \$19,082 |
| " " | Sirchie | Mark Kleinke 919-554-2244 | \$16,207 |
| | | | |
| | | | |

A



February 22, 2022

Bid Response for Van Buren County Sheriff's Department

Van Buren County Sheriff's Department
121 Taft Drive, Suite A
Spencer, TN 38585

Attn: Chief Deputy Jarrod Campbell

Thank you for the opportunity to submit a bid for an arrestee and applicant Fingerprint System for the Sheriff's Department. In partnership with Fulcrum Biometrics, we are an approved vendor in the State of Tennessee pertaining to Live Scan. We comply with all sections outlined in the TBI Statewide Live Scan Requirements and are compatible with SOMS by M&M Micro.

Please let me know if you have questions or need any additional information.

Regards,

A handwritten signature in black ink, appearing to read "M Kleinke".

Mark Kleinke
Director of Sales Development

100 Hunter Place
Youngsville, NC 27596
(800) 356-7311



100 Hunter Place
 Youngsville NC 27596
 Phone: (919) 554-2244
 Fax: (919) 554-2266
 www.sirchie.com

Quotation

Date: February 22, 2022
 Quotation #: LS0430
 Customer ID: 0038585
 Prepared by: Mark Kleinke

Attention: Chief Deputy Jarrod Campbell
 email: jcampbell42@gmail.com
 Phone #: 931.619.3515

Bill To:
 Van Buren County Sheriff's Department
 121 Taft Drive, Suite A
 Spencer, TN 38585
 931.946.2118

Ship To:
 Van Buren County Sheriff's Department
 121 Taft Drive, Suite A
 Spencer, TN 38585
 931.946.2118

Comments or special instructions:

| Qty | Item # | Description | Unit Price | Disc % | Total |
|-----|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------|------------|
| 1 | SBC3000 | Sirchie Live Scan Base Software Package | \$4,000.00 | | \$4,000.00 |
| 1 | SBT300TN | Tennessee Criminal Software Package | \$2,000.00 | | \$2,000.00 |
| 1 | SBT100BC | Barcode Software Application Module | \$250.00 | | \$250.00 |
| 1 | SBGB527G | Greenbit Multiscan 527g Palm scanner | \$3,999.00 | | \$3,999.00 |
| 1 | SBS500PC | Dell Desktop PC - Intel Windows 10 | \$900.00 | | \$900.00 |
| 1 | SBS00MNT | Dell 23" Monitor | \$275.00 | | \$275.00 |
| 1 | SBS00UPS | Uninterruptible Power Supply | \$66.00 | | \$66.00 |
| 1 | SBMS | Sirchie LiveScan maintenance & support - covers PC and scanner for three years, software support and maintenance updates for five years. Price quoted is billed annually and amount is fixed for 5 years. Annual renewal required to maintain M&S. | \$2,049.00 | 100% | \$0.00 |
| 1 | SBPCS720DE | Lexmark CS720de Color Laser Printer (Certified by FBI) | \$1,099.00 | | \$1,099.00 |
| | | | | | |
| 1 | SBC1000 | Canon EOS Rebel T7 DSLR Camera with EF-S 18-55mm Lens | \$650.00 | | \$650.00 |
| 1 | SBS1000 | Scriptel 1570 signature pad | \$269.00 | | \$269.00 |
| 1 | SBS1000BCS | Nadimoo Wireless 2-D Barcode Scanner | \$99.00 | | \$99.00 |
| 1 | SBSLK1000 | Live Scan Booking Kiosk | \$1,750.00 | | \$1,750.00 |
| 1 | SBTRNG4 | User Training - On Site | \$750.00 | | \$750.00 |
| 1 | SBDEL | Delivery | \$100.00 | | \$100.00 |

| Payment Details | |
|--------------------|---------------|
| Terms: | Net 30 Days |
| Expected Delivery: | 4-6 weeks ARO |
| Quote Expiration: | July 31, 2022 |
| Federal ID No: | 26-1186682 |

Quote Total: **\$16,207.00**

Sales Tax: Plus Sales Tax

Thank you for your continued interest in SIRCHIE products. When placing your order please reference your quote number above. For any questions or concerns, please do not hesitate to call.

Mark Kleinke - Director of Sales Development

The Van Buren County Sheriff's Department is accepting bids on an arrestee and applicant Finger Print Machine. The unit must meet TBI Statewide Livescan Requirements. Proposals will be evaluated on ease of use, physical footprint, and compatibility with SOMS by M&M Mikro. All proposals must include install, freight/S&H, Training (no less than two hours), one (1) year warranty and remote support as well as price for annual renewal. If prospective vendor is unsure of requirements, they may contact the TBI for a requirement packet. Proposals must price best and final. Van Buren County has the rights to refuse any and all bids. All proposals are due by USPS or other carrier no later than close of business 4 p.m. on February the 28th, 2022.



BILL LEE
Governor

**TENNESSEE BUREAU OF
INVESTIGATION**

901 R.S. Gass Boulevard
Nashville, Tennessee 37216-2639
(615) 744-4000
Facsimile (615) 744-4500
TDD (615) 744-4001



David Rousch
Director

STATEWIDE LIVELSCAN REQUIREMENTS

The purpose of this document is to detail the statewide requirements and specifications of the Tennessee Bureau of Investigation associated with the purchase or replacement of a live scan device.

1. Live scan Information and Requirements
 - A) Machine Requirements:
 - a. FBI Appendix F Certified 500 ppi Tenprint/Palmprint Scanner
 - b. Live scan application software
 - c. 10 Print Card Printer
 - d. Complies with IAFIS/NGI ANSI/NIST image standards, ensuring image quality for all prints
 - e. Palm print data submitted in a NIST Type-15 record
 - f. Transmits the fingerprint, demographic, and mugshot data in NIST format use in the following methods:
 - i. SMTP e-mail as a mime-encoded attachment
 - ii. Secure FTP to a configurable host directory
 - g. Includes all law enforcement ORI's in the county in the "arresting agency" drop-down box, including the Tennessee Bureau of Investigation and Tennessee Highway Patrol.
 - B) Additional Machine Required Features:
 - a. Digital Photo / Mugshot Capture.
 - b. Barcode Reader 1D/2D for submitting information on the DNA Swab kit.



INTERNATIONALLY ACCREDITED SINCE 1994

C) Space Requirements:

- a. Live Scan Cabinet equipment is large and takes up a lot of space (about the size of an 18 cubic foot refrigerator); it must be in the booking area. Tabletop models take up several feet of counter space. These can be located either in the booking area or in an adjacent room.
- b. Each Live Scan requires certain environmental conditions for optimum operation. Extreme heat, cold and humidity will affect this equipment, as will dust, dirt and exposure to other electrical equipment.

D) Agency Requirements:

- a. The agency must be a Government Agency.
- b. The agency must be Tennessee Bureau of Investigation (TBI) certified and in good standing with the requirements of the Tennessee Information Enforcement System (TIES). The applicant agency's compliance with TIES will be verified.
- c. The agency must be in compliance with the requirements of the Tennessee Incident Based Reporting System (TIBRS). The agency's compliance with TIBRS will be verified.

F) Personnel for Live Scan Equipment:

- a. Agency must appoint at least one person (preferably the Jail Administrator) as point of contact (POC) who will be responsible for maintenance, operation and staff training.
- b. The Agency Administrator shall provide the TBI with the name(s) of the POC on agency letterhead. The Agency Administrator shall notify the TBI immediately of any changes to the POC for the agency.
- c. Agency must assign adequately trained staff for operation of the equipment for booking facilities; at least one person per shift will check email responses prior to the end of that shift and communicate with oncoming shift personnel.
- d. If problems occur with the agency submissions, the POC shall notify the TBI immediately.
- e. Agency must monitor fingerprint submissions daily and modify and resubmit any rejected fingerprints.



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G) Vendor Requirements:

- a. The vendor must be an approved vendor in the State of Tennessee pertaining to live scan and have tested their live scan product(s) before contacting an agency.
- b. Vendors live scan devices must contain agency personnel in the live scan directory. Log-in agency personnel shall use their log-in/password when utilizing the live scan device.
- c. The vendor shall provide fingerprint training for agency staff assigned to use the equipment, document said training and provide to agency administrator for their files.

COMMUNICATION:

The fingerprints, palm prints, mugshot and demographic data must be transmitted to the state (TBI) using the standard for electronically encoding and transmitting biometric image, identification, and arrest data that extends the American National Standards Institute/National Institute of Standards and Technology - Information Technology Laboratory (ANSI/NIST-ITL) standard. ANSI/NIST-ITL is developed and maintained in conjunction with the National Institute of Standards and Technology (NIST) and the biometric identification community. While the aforementioned ANSI/NIST-ITL standard provides the guidelines for the exchange of biometric information between various federal, state, local, tribal, and international systems, the FBI's Electronic Biometric Transmission Specifications (EBTS) defines requirements to which agencies must adhere when electronically communicating with the FBI. The FBI's EBTS and its future revisions will inherit the basic requirements for logical records set forth in the ANSI/NIST-ITL standard. However, the FBI/CJIS-specific requirements for the contents and composition of logical records Type-1 (Header Information), Type-2 (Transaction Descriptive, Demographic and Biographic Information), Type-4 (Fingerprint Image Descriptive Information), Type-7 (Tenprint Fingerprint Card Images), Type-9 (Fingerprint Minutiae Information), Type-10 (Photo Images), Type-13 (Latent Friction Ridge Images), Type-14 (Variable Resolution Fingerprint Images), Type-15 (Palm Print Images), Type-17 (Iris Images), and other record types are contained in the EBTS.

SOFTWARE:

The live scan must support the criminal, law enforcement applicant, and DNA workflows of the TBI AFIS. The live scan application software will incorporate a "charge table" or a statute-based code (provided by TBI) for the arresting agency to select from during the booking process. Updates to this table will be included in support. The live scan application software will also include a DNA workflow that verifies the booking ID and name by submitting a 2-finger search, collects the barcode information (using the scanner) from the DNA kits provided to the agencies by TBI, and submits that information via e-mail to the TBI system. Must include report

generation and fingerprint card printing modules and provide system administration and management tools. The software must also include automatic placement of out-of-sequence prints and perform quality assurance checks for rolled-to-flat impressions, image quality, and data entry.

MAINTENANCE AND SUPPORT:

After the initial warranty period, the successful bidder will supply annual maintenance and support.

Maintenance and support of the live scan will be coordinated with the live scan vendor through the agency designated point-of-contact, unless otherwise noted.

INSTALLATION AND TRAINING:

The agency will purchase the live scan and notify the contractor of the delivery location and point-of-contact. The contractor is responsible for the delivery and set-up of the equipment. This includes connecting the unit to the state network and successfully sending a test submission to the TBI Automated Fingerprint Identification System (AFIS). The contractor shall provide a hands-on overview training session for at least two agency employees on the operation of the equipment, to include how to check for email responses from their fingerprint arrest submissions.



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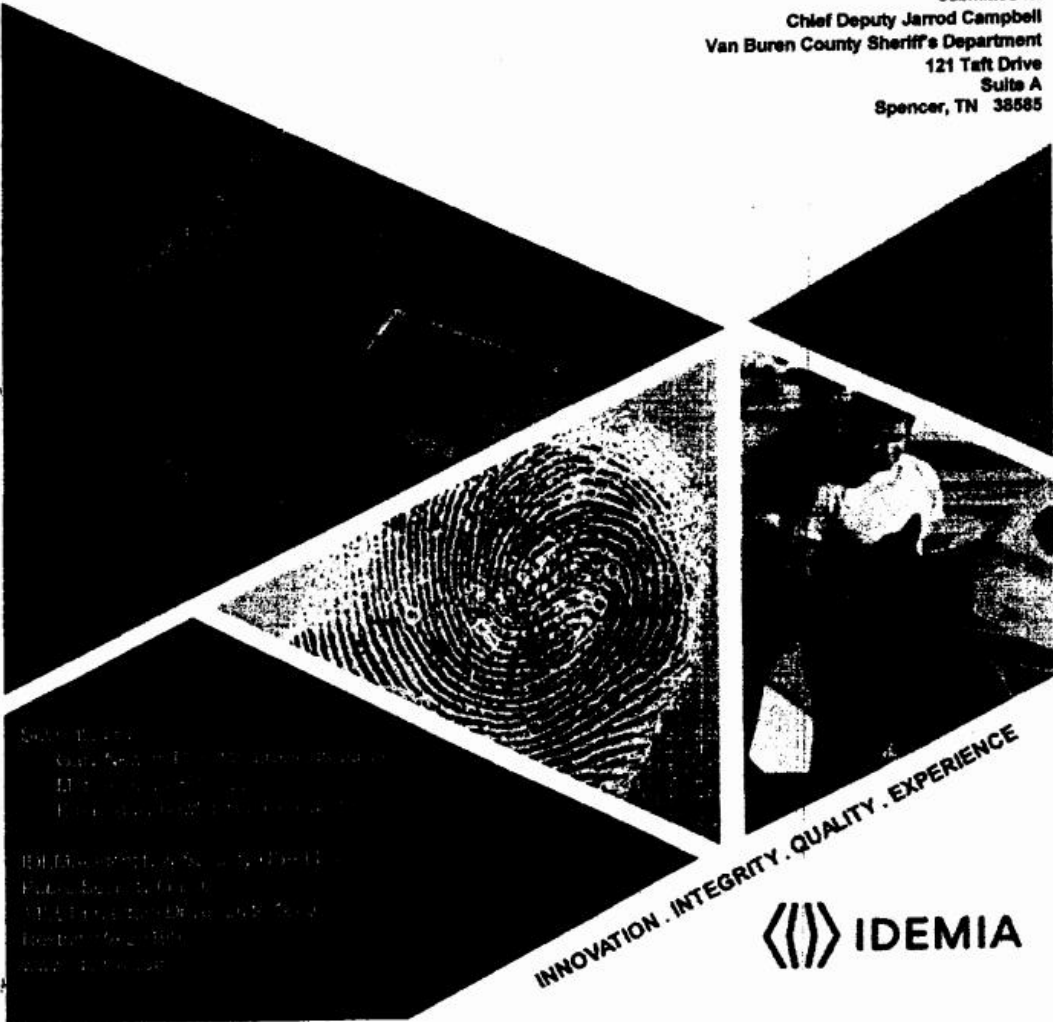
Van Buren County Sheriff's Department

In Response to:

**Van Buren County Sheriff's Department Invitation to Bid Arrestee
and Applicant Finger Print Machine**

Submission Date:
February 26, 2022

Submitted to:
Chief Deputy Jarrod Campbell
Van Buren County Sheriff's Department
121 Taft Drive
Suite A
Spencer, TN 38585



Van Buren County Sheriff's Department
121 Taft Drive
Suite A
Spencer, TN 38585
Phone: 615-291-1234
Fax: 615-291-1234
www.vanburensheriff.com

INNOVATION . INTEGRITY . QUALITY . EXPERIENCE





February 23, 2022

Jarrod Campbell
Chief Deputy/Jail Administrator
Van Buren County Sheriff's Department
121 Taft Drive Suite A
Spencer, TN 38585
Phone: 931-946-1172
Cell: 931-619-3515
Email: jacampbellvbcso@blomand.net | jacampbell42@gmail.com

Ref: Van Buren County Sheriff's Department – Arrestee and Applicant Finger Print Machine, sent by via Federal Express

IDEMIA USA is pleased to respond to the **Van Buren County Sheriff's Department Invitation to Bid, (Submittal Deadline – February 28th, 2022 @ 4:00 P.M. CST) for Arrestee and Applicant Finger Print Machine**. It is our understanding that the Van Buren County Sheriff's Department is seeking a relationship with a premium vendor who offers significant industry experience, groundbreaking technologies, and a responsive field service organization. IDEMIA feels it is most qualified to respond to this invitation due to our in-depth understanding of the department's requirements, our broad range of biometric solutions, including live scan systems and our excellent "on-site" customer service representatives who ensure minimal customer downtime.

As you consider this information please keep the following in mind:

- IDEMIA's **Reputation** in the Industry
- IDEMIA's Commitment to **Service**
- IDEMIA's Commitment to **Helping** you Manage your Business
- Overall **Commitment to our Customers**

We are pleased to offer our livescan system that employs advanced imaging methods, highly detailed friction ridge images are produced at resolutions exceeding the minimum 500 ppi or 1000 ppi formats. Moisture discrimination, anti-smearing and anti-smudging technologies ensure images exceed FBI standard requirements and meet the requirements of the most discriminating latent fingerprint examiner.

Image quality is critical for live scan systems. Poor quality prints cannot be used to correctly identify or verify a subject on the first AFIS submission, resulting in higher rejection rates and lengthy processing times.

Our patented optics ignore moisture, dirt and latent prints left behind on the platen, making it easier to capture high quality images – consistently – regardless of the challenges faced, such as dry or sweaty fingers or an unclean platen.

IDEMIA Identity & Security USA LLC
11951 Freedom Drive, Suite 1800
Reston, VA 20190

Tel: (978) 215-2400
e-mail: info.usa@idemia.com
<https://www.idemia.com/market/identity-security-na>



"Best in class" in image capture quality, rather than "good enough" is the choice to make in deciding which live scan to use in accurately identifying people.

The proposed livescan systems offers image clarity needed to prevent artifacts and capture important friction ridge detail. This model boasts high dynamic range sensor results in maximum contrast and gray scales, bringing out the minutiae and pore detail in the fingerprint and palmprint images with virtually no distortion, which makes the image ideal for latent print comparison.

As an industry leader of identity and security solutions, we appreciate the opportunity to submit our response to your Invitation to Bid.

We greatly appreciate the opportunity to be of service to the Van Buren County Sheriff's Department, and we look forward to collaborating further.

Sincerely,

A handwritten signature in black ink that reads "Gary Newlin".

Gary Newlin
Director, Livescan Sales
Public Security Business Line
IDEMIA Identity & Security USA LLC
M: (612) 839-9639
Email: gary.newlin@us.idemia.com

IDEMIA Identity & Security USA LLC
11951 Freedom Drive, Suite 1800
Reston, VA 20190

Tel: (978) 215-2400
e-mail: info.usa@idemia.com
<https://www.idemia.com/market/identity-security-na>



5515 East La Palma Avenue
Suite 100
Anaheim CA 92807

February 23, 2022

Jarrold Campbell
Deputy/Jail Administrator
Van Buren County Sheriff's Department
121 Taft Drive Suite A
Spencer, TN 38585
Phone: 931-946-1172
Cell: 931-619-3515
Email: jacampbellvbcs@blomand.net | jacampbell42@gmail.com

State of Tennessee
Trusted Identification
Partner for 36 Years

Reference No. IDTN-L011421-04A

IDEMIA is pleased to provide Van Buren County Sheriff's Department with the following price quote for the IDEMIA LiveScan System equipped with Tennessee Bureau of Investigation (TBI) software and the capability of transmitting fingerprint information to TBI AFIS for search.

IDEMIA's fully integrated LiveScan solution provides Van Buren County Sheriff's Department the following features and benefits:

- ◆ Single-source vendor for all components of the LiveScan solution, including the AFIS interface
- ◆ Digital image capture of upper, lower and writer's palms, slaps and rolls
- ◆ Mug Photo Capture available (*option*)
- ◆ Full compliance with TBI AFIS, FBI IAFIS/NGI EBTS and ANSI/NIST image standards
- ◆ Automatic fingerprint sequencing and duplicate print checking before scanning is completed, ensuring data integrity
- ◆ Quick check, review, and edit can be performed on each print
- ◆ Full compliance with the TBI- mandated DNA capture and workflow already integrated into IDEMIA's LiveScan System
- ◆ All LiveScan Systems include on-site installation, training, and 1 year on-site warranty



Desktop



Cabinet (shown with optional Mug Photo Capture)

IDEMIA's on-going commitment to customer satisfaction and the delivery of the highest level of support in the industry is demonstrated by our placing resources in the field near the customer to provide on-site customer support.

Our standard warranty is 1 Year on-site for both parts and labor. Should Van Buren County Sheriff's Department report a problem, IDEMIA will dispatch the IDEMIA Representative to go on-site to resolve the problem as opposed to other vendors who send a "box with a replacement part". We send a highly trained support representative to provide problem resolution. This ensures that Van Buren County Sheriff's Department staff members are not burdened with the added task of "parts replacement".

IDEMIA has been the sole provider of the TBI AFIS System since 1986

IDEMIA's STANDARD Warranty and Maintenance support includes both remote dial in AND On-site support services.

Solution Description and Pricing

IDEMIA proposes the equipment and services described in Tables 1 - 2.

Tenprint/Palmprint - Cabinet

Table 1. Pricing and Maintenance

| Description | | Unit Price |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| ESLO-F0M53E-00 ESLO-0LS050-00 ESLO-PCCORE-01 ESLO-DN2200-00 ESLO-BCDRDR-00 ESLO-UPSSML-00 D120-ANA000-00 D130-ANA001-00(2) TP-IAT-CUSTOM | IDEMIA LiveScan System Cabinet Tenprint/Palmprint, including: <ul style="list-style-type: none"> • IDEMIA LiveScan System Software • FBI Appendix F Certified Tenprint/Palmprint 500PPI Scanner with Moisture Discriminating Optics Scanner™ (MDO) Block Technology • Computer, monitor, keyboard • Ruggedized Cabinet fixed-height with foot pedal for hands free advancement • Certified TBI defined Workflows for Tennessee Criminal Processing • Certified TBI defined Workflows for DNA Processing • Demographics Interface (MMicro) • Barcode Scanner for DNA • UPS • Printer Black & White Tenprint Card, Duplexer, +2 additional Trays • Installation / On-site Training • Warranty: 1 Year On-site Advantage Solution warranty, 9X5, Next day on-site response and parts replacement • Freight | \$20,863 |
| Less Discount for receipt of Purchase Order by 3/20/2022 | | (\$1,781) |
| TOTAL | | \$19,082 |
| Annual Maintenance (to start after initial 1st Year Warranty) | | |
| ESLO-F0M53E-1U | Annual Maintenance On-site Advantage Solution, 9X5, Next day on-site response and parts replacement | \$2,391 |

Tenprint/Palmprint - Desktop

Table 2. Pricing and Maintenance

| Description | | Unit Price |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| ESLO-D0M53E-00 ESLO-0LS050-00 ESLO-PCCORE-01 ESLO-DN2200-00 ESLO-BCDRDR-00 ESLO-UPSSML-00 D120-ANA000-00 D130-ANA001-00(2) TP-IAT-CUSTOM | IDEMIA LiveScan System Desktop Tenprint/Palmprint, including: <ul style="list-style-type: none"> • IDEMIA LiveScan System Software • FBI Appendix F Certified Tenprint/Palmprint 500PPI Scanner with Moisture Discriminating Optics Scanner™ (MDO) Block Technology • Computer, monitor, keyboard • Foot pedal for hands free advancement • Standard TBI defined Workflows for Tennessee Criminal and DNA • Certified TBI defined Workflows for DNA Processing • Demographics Interface (MMicro) • Barcode Scanner for DNA • UPS | \$18,419 |

| Description | Unit Price |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| <ul style="list-style-type: none"> Printer Black & White Tenprint Card, Duplexer, +2 additional Trays Installation / On-site Training Warranty: 1 Year On-site Advantage Solution warranty, 9X5, Next day on-site response and parts replacement Freight | |
| Less Discount for receipt of Purchase Order by 3/20/2022 | (\$1,537) |
| TOTAL | \$16,882 |
| Annual Maintenance (to start after initial 1st Year Warranty) | |
| ESLO-CDMSUG-00 Annual Maintenance On-site Advantage Solution, 9X5, Next day on-site response and parts replacement | \$1,110 |

Current shipping is 120+ days after receipt by IDEMIA of Van Buren County Sheriff's Department completed pre-install documentation, or as otherwise scheduled.

Options and Pricing

IDEMIA equipment options and pricing described in Table 3. **Table 3. Pricing and Maintenance**

| Description | Unit Price | Annual Maintenance* |
|------------------------------------------------------------------------------|------------|---------------------|
| ESLO-DN2200-00 Upgrade to Touchscreen Monitor | \$741 | \$110 |
| ESLO-CDMSUG-00 Cabinet Mugshot Capture (camera, software, mounting hardware) | \$1,600 | \$240 |
| ESLO-TDMSUG-00 Desktop Mugshot Capture Kit (camera, software, tripod) | \$1,325 | \$199 |
| ESLO-SSMALL-00 Signature Capture pad 1x5 | \$550 | \$83 |

*Annual Maintenance to start after the initial 1st Year Warranty

Annual Maintenance prices shown above are for Year 2 only.

TBI AFIS System

TBI's AFIS System is MBIS, IDEMIA's state of the art AFIS technology. The TBI AFIS System includes CentralView. **IDEMIA is the only vendor that can provide a LiveScan System that is fully compliant with the MBIS and CentralView functionality.**

Overview of CentralView System administration is performed within the CentralView application for remote IDEMIA LiveScan Systems. Screen shots are shown below.

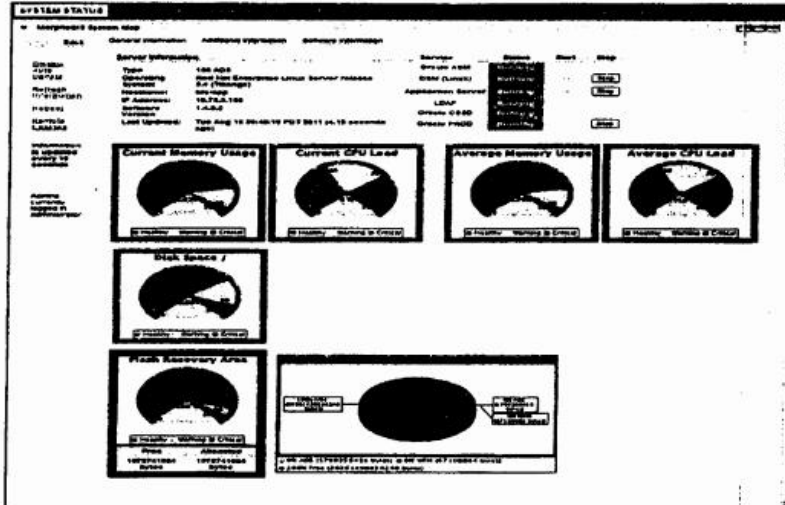


Figure 1: CentralView System Status.

System status is shown in a dashboard format, as illustrated in Figure 1. The administrator can display general information for the AFIS System which includes the status of individual LiveScan Systems.

With CentralView in use on the AFIS, IDEMIA is able to monitor the status of IDEMIA LiveScan Systems submitting to TBI as illustrated in Figure 2.

| Product * | Issue Date * | Expiration Date * | User Limit * | Machine * |
|------------------|--------------|-------------------|--------------|-----------|
| MSL_LIVE | 04-04-2012 | 7 | - | - |
| MSL_LIVE_NEW | 04-04-2012 | 7 | - | - |
| MSL_AAD | 04-04-2012 | 7 | - | - |
| MSL_AS_CHARACTER | 04-04-2012 | 7 | - | - |
| MSL_AS_COMPARE | 04-04-2012 | 7 | - | - |
| MSL_AS_DE_MARIT | 04-04-2012 | 7 | - | - |
| MSL_AS_DOR | 04-04-2012 | 7 | - | - |
| MSL_AS_HOME | 04-04-2012 | 7 | - | - |
| MSL_AS_SUBMIT | 04-04-2012 | 7 | - | - |
| MSL_NEW | 04-04-2012 | 7 | - | - |
| MSL_NEW | 04-04-2012 | 7 | - | - |
| MSL_USER_PREFS | 04-04-2012 | 7 | - | - |

Figure 2: CentralView Licensing.

Customer Responsibilities

Van Buren County Sheriff's Department is responsible for the following:

- ◆ Providing necessary facility resources required for equipment installation and operation including access, space, environmental control, electrical power and networking.
- ◆ Providing a technical point of contact for IDEMIA who will be the primary person responsible for providing and/or coordinating obtainment of site installation pre-requisite information such as network information, IP addresses, power information, etc.
- ◆ To obtain and maintain the required transmission lines and hardware for remote communications to and from the necessary agencies.
- ◆ Obtaining all required authorizations for connecting to the TBI AFIS Central Database.

IDEMIA's LiveScan Systems use the same image quality used in the FBI Next Generation Identification (NGI) System and the Tennessee Bureau of Investigation image processing software. This has the potential to reduce end-to-end transaction processing time by reducing quality control time on the TBI AFIS.

Assumptions

In developing this proposal, IDEMIA has made the following assumptions:

- ◆ An inter-agency agreement between TBI and Van Buren County Sheriff's Department will be in place.
- ◆ Van Buren County Sheriff's Department will provide all necessary communication to connect to TBI. This includes, but is not limited to hubs, routers, modems, etc.
- ◆ On-site Installation Services will be scheduled after network connectivity to TBI has been established and verified.

Additional engineering effort by IDEMIA beyond the scope of the standard product will be quoted based on current service rates in effect at the time of the change, plus any related travel or administrative expenses. Assistance with training and questions for the Van Buren County Sheriff's Department database or any programming, scripting, or review of programs beyond work quoted above are excluded from this offer.

Prices are exclusive of any and all state, or local taxes, or other fees or levies. Customer payments are due to IDEMIA within 20 days after the date of the invoice. Product purchase will be governed by the IDEMIA Agreement, a copy of which is attached for your convenience. Firm delivery schedules will be provided upon receipt of a purchase order. No subsequent purchase order can override such terms. Nothing additional shall be binding upon IDEMIA unless a subsequent agreement is signed by both parties.

IDEMIA reserves the right to substitute hardware of equal value with equal or better capability, based upon market availability. If, however such equipment is unavailable, IDEMIA will make its best effort to provide a suitable replacement.

Proposal Expiration: June 30, 2022

Purchase orders should be sent to IDEMIA by electronic mail or U.S. mail. Please direct all questions and purchase orders to:

Jayne Goodall
IDEMIA
5515 East La Palma Avenue, Suite 100
Anaheim, CA 92807
Email: jayne.goodall@us.idemia.com | Mobile: (951) 833-2311

We look forward to working with you.

Sincerely,



Casey Mayfield
Vice President Justice and Public Safety - IDEMIA Identity & Security USA LLC

Advantage Solution Support

The following table provides a summary of the maintenance services and support available during warranty and following warranty expiration. Initial warranty period is 1 year from the date of installation.

| Support Features | Warranty | Post Warranty |
|-----------------------------------------------------------------|-----------------------------|-------------------------------|
| Software Support 9X5* | Included in Warranty | Available for purchase |
| Unlimited Telephone Technical Support | √ | √ |
| 2 Hour Telephone Response Time | √ | √ |
| Remote Dial-In Analysis | √ | √ |
| Software Standard Releases | √ | √ |
| Software Supplemental Releases | √ | √ |
| Automatic Call Escalation | √ | √ |
| Software Customer Alert Bulletins | √ | √ |
| Hardware Support – On-site 9X5* | Included in Warranty | Available for purchase |
| On-Site Response | 24-hours | √ |
| On-Site Corrective Maintenance | √ | √ |
| On-Site Parts Replacement | √ | √ |
| Preventive Maintenance | √ | √ |
| Escalation Support | √ | √ |
| Hardware Service Reporting | √ | √ |
| Hardware Customer Alert Bulletins | √ | √ |
| Parts Support | Included in Warranty | Available for purchase |
| Advanced Exchange Parts Replacement | √ | √ |
| Telephone Technical Support for Parts Replacement | √ | √ |
| Parts Customer Alert Bulletins | √ | √ |
| Software Uplifts | | |
| Hours of Coverage Available up to 24 Hours Per Day, 7 Days/Week | Optional | Optional |
| Hardware Uplifts | | |
| Hours of Coverage Available up to 24 Hours Per Day, 7 Days/Week | Optional | Optional |

*Customer local time

By signing this signature block below, Van Buren County Sheriff's Department agrees to the terms and pricing stated in this price quote for the product and services as referenced above. My signature below constitutes the acceptance of this order and authorizes IDEMIA, LLC to ship and provide these product and services:

Signature Authorization for Order:

Signature _____
Name _____
Date _____

Total Purchase Price (including any Options): \$ _____

PLEASE PROVIDE A COPY OF CURRENT TAX EXEMPTION CERTIFICATE (if applicable)

Please provide Billing Address:

Billing Contact name _____
Telephone number () _____
Email _____

Check if Billing Address is same as Shipping Address:

Please provide Shipping Address (if different from Billing Address):

Technical Contact name _____
Telephone number () _____
Email _____

Idemia Identity & Security USA LLC Short Form Sales Agreement

1. **Scope.** Idemia Identity & Security USA LLC, ("IDEMIA" or "Seller") having a place of business at 5515 East La Palma Avenue, Suite 100, Anaheim, California 92807 and _____ ("Customer"), having a place of business at _____

_____ enter into this Sales Agreement ("Agreement"), pursuant to which IDEMIA will sell to Customer and Customer will purchase from Seller the equipment, parts, software, or services related to the equipment (e.g., installation) described in Seller's Proposal or Letter Quote dated _____. These terms and conditions, together with the Proposal or Quote, comprise the "Agreement." Customer may indicate its acceptance of this Agreement by signing below or by issuing a purchase order that refers to either the Proposal/Quote or to a Customer solicitation to which the Proposal/Quote responds. Only these terms and conditions apply to the transaction, notwithstanding any inconsistent or additional terms and conditions contained in the purchase order or Customer solicitation.

2. **Price, Payment and Sales Terms.** The Contract Price is U.S. \$ _____, excluding applicable sales, use, or similar taxes. Seller will submit invoices to Customer for products when they are shipped and, if applicable, for services when they are performed. Customer will make payments to Seller within twenty (20) days after the invoice date. Unless otherwise stipulated with the Seller when an Order is accepted, the Equipment will be delivered by Seller "FCA" (Free Carrier), with named place being the Seller's premises where the Goods are being dispatched, (Incoterms 2010). Title to the Equipment will pass to Customer upon payment in full of the Contract Price as outlined above, except that title to Software will not pass to Customer at any time. Risk of loss will pass to Customer upon delivery of the Equipment to the Customer at the agreed named place of delivery in accordance with the Incoterm in the contract. Seller will pack and ship all Equipment in accordance with good commercial practices.

3. **Software.** If this transaction involves software, any software owned by Seller ("IDEMIA Software") is licensed to Customer solely in accordance with Seller's Software License Agreement ("SLA"), which is attached as Exhibit A and incorporated herein by this reference. Any software owned by a third party ("Non-IDEMIA Software") is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner unless the owner has granted to Seller the right to sublicense its software pursuant to the SLA, in which case the SLA applies and the owner will have all rights and protections under the SLA as the Licensor. Seller makes no representations or warranties of any kind regarding Non-IDEMIA Software.

4. **Express Limited Warranty and Warranty Disclaimer.** IDEMIA Software is warranted in accordance with the SLA.

5. **Delays and Disputes.** Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a third party that is beyond a party's reasonable control (a "Force Majeure"). Each party will notify the other if it becomes aware of a Force Majeure that will significantly delay performance. The parties will try to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality) through good faith negotiations. If necessary, the parties will escalate the dispute to their appropriate higher-level managers. If negotiations fail, the parties will jointly select a mediator to mediate the dispute and will share equally the mediation costs. Neither party will assert a breach of this Agreement without first giving the other party written notice and a thirty (30) day period to cure the alleged breach.

6. **LIMITATION OF LIABILITY.** Except for personal injury or death, Seller's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the purchase price of the products or services for which losses or damages are claimed. **SELLER WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE PRODUCTS, OR THE PERFORMANCE OF SERVICES BY SELLER PURSUANT TO THIS AGREEMENT.** No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one year after the accrual of the cause of action. This limitation of liability survives the expiration or termination of this Agreement.

7. **Confidential Information and Preservation of Proprietary Rights.**

The SLA governs software confidentiality. As to any other information marked "Confidential" and provided by one party to the other, the receiving party will maintain the confidentiality of the information and not disclose it to any third party; take necessary and appropriate precautions to protect the information; and use the information only to further the performance of this Agreement. Confidential information is and will remain the property of the disclosing party, and no grant of proprietary rights in the confidential information is given or intended. Seller, any copyright owner of Non-IDEMIA Software, and any third party manufacturer own and retain all of their proprietary rights in the equipment, parts and software, and nothing herein is intended to restrict their proprietary rights. Except as explicitly provided in the SLA, this Agreement does not grant any right, title or interest in Seller's proprietary rights, or a license under any Seller patent or patent application.

8. **Miscellaneous:** Each party will comply with all applicable laws, regulations and rules concerning the performance of this Agreement or use of the products to the extent they do not conflict with the laws of the United States. This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State in which the products are installed to the extent they do not conflict with the laws of the United States. This Agreement constitutes the entire agreement of the parties regarding this transaction, supersedes all previous agreements and proposals relating to this subject matter, and may be amended only by a written instrument executed by both parties. Seller is not making, and Customer is not relying upon, any representation or warranty except those expressed herein. There are no certifications or commitments binding Seller applicable to this transaction unless they are in writing and signed by an authorized signatory of Seller.

Idemia Identity & Security USA LLC ("SELLER"):

Signed _____
Name _____
Title _____
Date _____

NAME ("CUSTOMER")

Signed _____
Name _____
Title _____
Date _____

EXHIBIT A – SOFTWARE LICENSE AGREEMENT

In the Exhibit A, the term "Licensor" means Idemia Identity & Security USA LLC, ("IDEMIA"); "Licensee," means the Customer; "Primary Agreement" means the agreement to which this exhibit is attached (IDEMIA Short Form Sales Agreement); and "Agreement" means this Exhibit and the applicable terms and conditions contained in the Primary Agreement. The parties agree as follows:

For good and valuable consideration, the parties agree as follows:

SECTION 1. DEFINITIONS

1.1 "Designated Products" means products provided by IDEMIA to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached (IDEMIA Short Form Sales Agreement).

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by IDEMIA; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

SECTION 2. SCOPE

IDEMIA and Licensee enter into this Agreement in connection with IDEMIA's delivery of certain proprietary Software or products containing embedded or pre-installed proprietary Software, or both. This Agreement contains the terms and conditions of the license IDEMIA is providing to Licensee, and Licensee's use of the Software and Documentation.

SECTION 3. GRANT OF LICENSE

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11.6. SURVIVAL. Sections 4, 5, 6, 3, 7, 8, 9, 10, and 11 survive the termination of this Agreement.

Budget Amendment (Sheriff's Department)

William Maxwell made a motion, second by Cale Crain to increase line 101-54110-338 by \$5,000 and 101-54110-425 by \$3,000 from Fund balance 101-39000. (Fuel & Maintenance)

Upon roll call: David Chandler, Joey Grissom, Terry Hickey, William Maxwell, Bill Mosley, Mickey Robinson, Henry Seamons, Brian Simmons, Robert Van Winkle, and Cale Crain voted yes. No changes to any yes vote. Motion passed. **Budget Amendments as following:**



Van Buren County Sheriff's Department

Eddie Carter, Sheriff
931-946-2118

April 5, 2022

Re: Increase Fuel and Maintenance Budget

Request the fuel line item be increased \$5,000.00 due to the increase in fuel prices. The maintenance of vehicles also be increased \$3000.00 to offset ongoing pricing and increased vehicle maintenance.



Eddie Carter

Sheriff

Fuel - ~~101~~⁰¹ - 54110 - 338 - \$5000
Maintenance - 101 - 54110 - 425 - \$3000

121 Taft Drive - Suite A
Spencer, Tennessee 38585

Copy

470

| | A | B | C | D | E | F |
|----|-----------|---------------|--------------------------------------------------|----------------|----------------|-----------------------|
| 1 | 54110 | | Sheriff's Department | Current | Proposed | FY 22-23 Requested |
| 2 | 54110 | 101 | County Official/Administrative Officer | 80,060 | 80,060 | \$86,509.00 |
| 3 | 54110 | 106 | Deputy(ies) 203,339 | 308,204 | 308,204 | \$372,099.00 |
| 4 | 54110 | 119 | Accountants/Bookkeepers 8 | 38,166 | 38,166 | \$42,588.00 |
| 5 | 54110 | 140 | Salary Supplements 8 | 9,600 | 9,600 | \$10,000.00 |
| 6 | 54110 | 170 | SCHOOL SRO OFFICER | 30,000 | - | \$0.00 |
| 7 | 54110 | 187 | Overtime 7,144.29 | 12,000 | 12,000 | \$20,000.00 |
| 8 | 54110 | 196 | In-Service Training 8 | 5,000 | 5,000 | \$5,000.00 |
| 9 | 54110 | 201 | Social Security | 27,000 | 27,000 | TBD |
| 10 | 54110 | 204 | State Retirement | 30,000 | 30,000 | TBD |
| 11 | 54110 | 210 | Unemployment Compensation | 1,800 | 1,800 | TBD |
| 12 | 54110 | 212 | Employer Medicare | 7,000 | 7,000 | TBD |
| 13 | 54110 | 307 | Communication | | | |
| 14 | 54110 | 320 | Dues and Memberships 10,809.80 8 | 1,100 | 1,100 | \$1,100.00 |
| 15 | 54110 | 332 | Legal Notices | | | |
| 16 | 54110 | 338 | Maintenance & Repair Services- Vehicles 11,644 8 | 10,000 | 10,000 | \$15,000.00 |
| 17 | 54110 | 349 | Printing, Stationery and Forms 8 | 500 | 500 | \$500.00 |
| 18 | 54110 | 355 | Travel 481 | 1,750 | 1,750 | \$2,500.00 |
| 19 | 54110 | 425 | Gasoline 21,005 | 30,000 | 30,000 | \$40,000.00 |
| 20 | 54110 | 435 | Office Supplies 1049 | 1,200 | 1,200 | \$1,700.00 |
| 21 | 54110 | 451 | Uniforms 1720 | 2,500 | 2,500 | \$7,600.00 |
| 22 | 54110 | 508 | Premiums on Coporate Surety Bonds 8 | | | \$0.00 |
| 23 | 54110 | 599 | Other Charges 138.86 | 1,000 | 1,000 | \$15,000.00 |
| 24 | 54110 | 708 | Communication Equipment 1485 | 3,000 | 3,000 | \$5,000.00 |
| 25 | 54110 | 718 | Motor Vehicles 81479 | 40,147 | 40,147 | \$0.00 |
| 26 | | | Total Sheriff's Department | 640,027 | 610,027 | \$624,596.00 |
| 27 | | | | | | |
| 28 | 54210 | | JAIL | | | 79,190 |
| 29 | 54210 | 149 | Laborers (Food Service) 32140 | 67,315 | 67,315 | 440,740.00 |
| 30 | 54210 | 160 | Guards/Correctional Officers 359,357 | 480,480 | 480,480 | \$515,424.00 |
| 31 | 54210 | 187 | Overtime Pay 20,468 | 22,000 | 22,000 | \$30,000.00 |
| 32 | 54210 | 201 | Social Security | 35,000 | 35,000 | TBD |
| 33 | 54210 | 204 | State Retirement | 37,000 | 37,000 | TBD |
| 34 | 54210 | 210 | Unemployment Compensation | 3,300 | 3,300 | TBD |
| 35 | 54210 | 212 | Employer Medicare | 8,200 | 8,200 | TBD |
| 36 | 54210 | 317 | Data Processing Services Finger Print | 33,500 | 33,500 | \$33,500.00 ? |
| 37 | 54210 | 335 | Maintenance and Repair Services | - | - | \$0.00 |
| 38 | 54210 | 340 | Medical and Dental Services 119,854 | 150,000 | 150,000 | \$185,000.00 |
| 39 | 54210 | 410 | Custodial Supplies 4,034 | 5,000 | 5,000 | \$18,000.00 |
| 40 | 54210 | 422 | Food Supplies 65,330 | 85,000 | 85,000 | \$115,000.00 |
| 41 | 54210 | 599 | Other Charges 5632 | 6,000 | 6,000 | \$15,000.00 |
| 42 | 54210 | 451 | Uniforms 8 | | | \$4,000.00 |
| 43 | 54210 | 708 | Communication Equipment | | | \$14,000.00 |
| 44 | | | Total Jail | 932,795 | 932,795 | \$1,033,664.00 |
| 45 | | | | | | 1,609,094 - 0 |
| 46 | | | | | | |
| 47 | APR Grant | RFID Guardian | | | | |

? 2000 + 2000

Adj's

Sale of Surplus vehicles (Sheriff's Department)

William Maxwell made a motion, second by Mickey Robinson to approve to surplus and sale 4 vehicles as presented through Gov. Deals. All agreed by voice vote. Motion passed. **Surplus vehicles as following:**



Van Buren County Sheriff's Department

Eddie Carter, Sheriff
931-946-2118

April 5, 2022

Re: Surplus Vehicle Sale

Request the listed vehicles be sold as surplus equipment. All vehicles are unserviceable. Vehicle will be listed on (Govdeals.com). The money from the sale should be deposited into the general fund.

Ford CVP (2005) VIN# 2FAFP71W35X109813

Dodge Charger (2009) VIN# 2B3KA43T59H597661

Dodge Charger (2009) VIN# 2B3KA43T79H597662

Dodge Charger (2009) VIN # 2B3KA43T99H597663

A handwritten signature in cursive script that reads "Eddie Carter".

Eddie Carter

Sheriff

121 Taft Drive - Suite A
Spencer, Tennessee 38585

COPY

Zoll Maintenance Agreement

This is an agreement for to maintain cardiac monitors used by EMS. This agreement has already been approved however it should be paid out of the EMS fund. The equipment was paid for by a Grant but maintenance couldn't be paid for by a Grant. William Maxwell made a motion, second by Mickey Robinson to approve to increase line 118-55130-336 in the amount of \$18,630.00 from Fund Balance 118-39000.

Upon roll call: David Chandler, Joey Grissom, Terry Hickey, William Maxwell, Bill Mosley, Mickey Robinson, Henry Seamons, Brian Simmons, Robert Van Winkle, and Cale Crain voted yes. No changes to any yes vote. Motion passed.

Budget Amendments (Fund 101)

William Maxwell made a motion, second by Robert Van Winkle to increase line 101-51800-335 by \$5,000.00 from Fund Balance 101-39000. (Maint. & Repair of County Buildings)

Upon roll call: David Chandler, Joey Grissom, Terry Hickey, William Maxwell, Bill Mosley, Mickey Robinson, Henry Seamons, Brian Simmons, Robert Van Winkle, and Cale Crain voted yes. No changes to any yes vote. Motion passed.

Budget Amendments (Fund 101)

William Maxwell made a motion, second by Robert Van Winkle to move \$8,093.00 from 101-51800-149 to 101-51800-169--- \$6,413.00

101-51800-204-----\$1,500.00

101-51800-210-----\$180.00.

Upon roll call: David Chandler, Joey Grissom, Terry Hickey, William Maxwell, Bill Mosley, Mickey Robinson, Henry Seamons, Brian Simmons, Robert Van Winkle, and Cale Crain voted yes. No changes to any yes vote. Motion passed.

Budget Amendments (Fund 101)

William Maxwell made a motion, second by Mickey Robinson to approve to increase line

101-55731-147 by \$306.00

101-55731-201 by \$18.97

101-55731-204 by \$21.42

101-55731-210 by \$2.45

101-55731-147 by \$4.44

101-55732-149 by \$1,840.00

101-55732-201 by \$114.08

101-55732-204 by \$128.80

101-55732-210 by \$14.72

101-55732-212 by \$26.68 from Fund Balance 101-39000 total amount \$2,477.56.

Upon roll call: David Chandler, Joey Grissom, Terry Hickey, William Maxwell, Bill Mosley, Mickey Robinson, Henry Seamons, Brian Simmons, Robert Van Winkle, and Cale Crain voted yes. No changes to any yes vote. Motion passed.

Budget Amendments

William Maxwell made a motion, second by Robert Van Winkle to transfer out of 116-55732-590 in the amount of \$2477.56 from 116-39000.

Upon roll call: David Chandler, Joey Grissom, Terry Hickey, William Maxwell, Bill Mosley, Mickey Robinson, Henry Seamons, Brian Simmons, Robert Van Winkle, and Cale Crain voted yes. No changes to any yes vote. Motion passed. **Budget Amendments as following:**

**Van Buren Co. Executive
2021-2022 Budget Amendments**

**General Fund
Fund 101**

| Function | Obj. | Description | Explanation | Debit | Credit |
|----------|------|-----------------------|--------------|---------------------|---------------------|
| 51800 | 169 | Part time personel | | | \$ 6,413.00 |
| | 149 | Laborers | | \$ 8,093.00 | |
| | 204 | Retirement | | | \$ 1,500.00 |
| | 210 | Unemployment | | | \$ 180.00 |
| | 335 | Maint and repair bldg | | | \$ 5,000.00 |
| 55731 | 147 | Truck Drivers | | | \$ 306.00 |
| | 201 | Social Security | | | \$ 18.97 |
| | 204 | Retirement | | | \$ 21.42 |
| | 210 | Unemployment | | | \$ 2.45 |
| | 212 | Employer Medicare | | | \$ 4.44 |
| 55732 | 149 | Laborers | | | \$ 1,840.00 |
| | 201 | Social Security | | | \$ 114.08 |
| | 204 | Retirement | | | \$ 128.80 |
| | 210 | Unemployment | | | \$ 14.72 |
| | 212 | Employer Medicare | | | \$ 26.68 |
| 39000 | | Fund Balance | | \$ 7,477.56 | |
| | | | Total | \$ 15,570.56 | \$ 15,570.56 |

**Van Buren Co. Executive
2021-2022 Budget Amendments**

**Solid Waste
Fund 116**

| Function | Obj. | Description | Explanation | Debit | Credit |
|----------|------|-------------------------|-------------|-------------|-------------|
| 55732 | 590 | transfer to other funds | | | \$ 2,477.56 |
| 39000 | | Fund Balance | | \$ 2,477.56 | |
| | | | Total | \$ 2,477.56 | \$ 2,477.56 |

ARP Funds for 911 employs

911 Chairman Brian Bricker asked Committee A to extend the ARP payment to 911 employs in the same manner as it was given to all County Employees. William Maxwell made a motion, second by Bill Mosley to approve to increase line 171-58834-590 in the amount of \$14,600.00 to be distributed to 911 to pay out to employs that worked during the pandemic funds from line 171-39000.

Upon roll call: David Chandler, Joey Grissom, Terry Hickey, William Maxwell, Bill Mosley, Mickey Robinson, Henry Seamons, Brian Simmons, Robert Van Winkle, and Cale Crain voted yes. No changes to any yes vote. Motion passed.

ARP Funds for Ag Extension employs

William Maxwell made a motion, second by Mickey Robinson to approve ARP funds to the Ag Extension employees that worked during the pandemic by increasing line 171-58834-590 in the amount of \$6,000.00 from line 171-39000.

Upon roll call: David Chandler, Joey Grissom, Terry Hickey, William Maxwell, Bill Mosley, Mickey Robinson, Henry Seamons, Brian Simmons, Robert Van Winkle, and Cale Crain voted yes. No changes to any yes vote. Motion passed.

Committee B Report

Committee B April 5th, 2022

Members Present- Commissioner Grissom, Commissioner Mosley, Commissioner Crain, Commissioner Hickey, Commissioner Simmons, Mayor Wilson, and several citizens.

(1)Bid Approval for Masonic Building, the county received 1 bid. The Bid was received from Watson Family Construction, The Bid was For \$35,784.20 (please see the attached bid document for full details) Motion to accept was made by Mr. Mosley seconded by Mr. Hickey, Roll call vote to accept and send to full commission. All Members voted yes.

(2)Resolution for CDBG Funds for Daycare at Masonic Building, CDBG fund may be available for purchasing Playground equipment, Fencing, Toys, etc. At no cost to the County. These funds are a not match type Grant. Motion was made by Terry Hickey, seconded by Mr. Mosley to bring this Resolution to full commission. Roll call vote all were in favor.

(3)Old Courthouse repair to steeple. We have put this repair out for bids on 3 prior occasions with no bids turned in. We have materials to make the repairs we just need a contractor with a very tall bucket truck to reach the steeple. Motion was made by Mr. Crain seconded by Mr. Mosley to try once again to allow the Mayor to solicit bids. All voted in favor to bring this to the full Commission for approval.

(4)Speed limit reduction on Bone Cave Road from 45 mph to 35 mph. This would be from the Junction with Hwy 30 to the intersection of Sparkmantown Road. This stems from a complaint from Citizens who live on this road. Motion was made by Mr. Mosley seconded by Mr. Crain, all voted in favor to bring to full Commission.

A discussion was had on a hidden driveway sign and selling of scales at the Bone Cave Convenience Center, we didn't feel any action would be required on the sign by the Committee at this time. We decided to take no action on the selling of the scales at this time due to the next Mayor and Commission may want to explore other options with Solid Waste.

With no old or new business a motion was made by Mr. Hickey, Seconded by Mr. Crain to adjourn. All voted yes.

Committee B Chairman Brian Simmons brought forward action that needs to be taken from the Full Commission from the Committee B Meeting on April 5, 2022

Bid Approval for Masonic Building (Daycare)

One Bid was received for the construction on the Masonic Building. The bid was for \$35,784.20 from the Watson Family Construction. Brian Simmons made a motion, second by William Maxwell to accept the bid from the Watson Family Construction in the amount of \$35,784.20.

Upon roll call: David Chandler, Joey Grissom, Terry Hickey, William Maxwell, Bill Mosley, Mickey Robinson, Henry Seamons, Brian Simmons, Robert Van Winkle, and Cale Crain voted yes. No changes to any yes vote. Motion passed. **Bid from the Watson Family Construction as following:**

WATSON'S FAMILY CONSTRUCTION
TODD WATSON 931-254-3528

DATE-4-1-2022

VAN BUREN COUNTY

MASONIC BUILDING

164 SPRING ST SPENCER, TN 38585

PHONE#931-946-2314

ADDING EXTERIOR DOOR ON SOUTHEND OF BUILDING FOR HANDICAP RAMP AND EMERGENCY EXIT
BUILT WITH 6X6 POSTS AND ALL PRESSURE TREATED LUMBER WITH A 12/1 PITCH:

TOTAL COST-\$9,180.44

REFURBISH CABINETS AND REPLACE HARDWARE WITH NEW COUNTERTOPS IN KITCHEN, NEW SINK
WITH FAUCET, REPLACING STAIRCASE FROM UPSTAIRS TO DOWNSTAIRS, AND INSTALLING MAN DOOR:

TOTAL COST-\$3,855.13

ADDING HIS AND HERS BATHROOM UPSTAIRS WITH NEW TOILETS AND SINKS, FINISH DRYWALL, AND
PAINT COLOR OF CUSTOMERS DESIRE:

TOTAL COST-\$3,865.07

DEMO AND REMODEL WITH FINISHED DRYWALL, NEW TOILETS AND SINKS, PAINT COLOR OF
CUSTOMERS DESIRE IN DOWNSTAIRS BATHROOM:

TOTAL COST-\$2,825.00

LABOR COST-\$16,058.45

TOTAL INVESTMENT: \$35,784.20

Resolution for CDBG Fund for Daycare at Masonic Building

Brian Simmons made a motion, second by Bill Mosley to accept and allow Mayor Wilson to submit an application for the Community Development Block Grant Funds.

Upon roll call: David Chandler, Joey Grissom, Terry Hickey, William Maxwell, Bill Mosley, Mickey Robinson, Henry Seamons, Brian Simmons, Robert Van Winkle, and Cale Crain voted yes. No changes to any yes vote. Motion passed. **Resolution as following:**

RESOLUTION NO. 473

**A RESOLUTION TO APPLY TO THE
TENNESSEE DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT FOR
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS**

WHEREAS, Van Buren County, Tennessee, is eligible for grant funds under the Child Care (CV) Community Development Block Grant Program administered by the Tennessee Department of Economic and Community Development; and

WHEREAS, the fourteen county Upper Cumberland Region of Tennessee is eligible for a maximum grant of one million ninety five thousand dollars (\$1,095,000.00) under the Child Care (CV) Community Development Block Grant; and

WHEREAS, Van Buren County residents would benefit from increased access and availability to licensed child care through the Tennessee Department of Human Services; and

WHEREAS, certain improvement projects at licensed and pre-licensed child care operations are eligible activities under the Community Development Block Grant Program; and

WHEREAS, there is no match required for this grant program; and

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

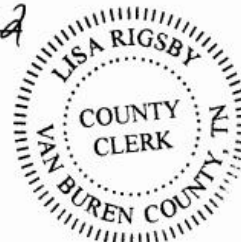
1. The County Executive be authorized and directed to:
 - A. Execute and submit an application for Community Development Block Grant funds to the Tennessee Department of Economic and Community Development in order to improve access and availability to licensed child care in the community.
 - B. Enter into the necessary agreements with the Tennessee Department of Economic and Community Development to receive and administer said grant funds.
 - C. Execute necessary agreements for administrative services without further action by the Commission, contingent upon approval by the funding agencies.
2. The Upper Cumberland Development District shall prepare all necessary documents for the completion of said application for the proposed project at no charge to Van Buren County. Should said CDBG grant be approved, UCDD shall be engaged to perform all administrative services for said project as dictated by the state funding agency.

Be it further resolved, this resolution shall take effect immediately, the public welfare requiring it.


COUNTY EXECUTIVE

4-19-2022
DATE


ATTEST



Old Courthouse repair to Steeple

Bids have been put out on 3 prior occasions to repair the steeple at the old Courthouse with no bids turned in. Brian Simmons made a motion, second by Robert Van Winkle to allow Mayor Wilson to solicit bids again on this repair. (The County has the material just needs someone to repair)

Upon roll call: David Chandler, Joey Grissom, Terry Hickey, William Maxwell, Bill Mosley, Mickey Robinson, Henry Seamons, Brian Simmons, Robert Van Winkle, and Cale Crain voted yes. No changes to any yes vote. Motion passed.

Speed limit on Bone Cave Road

Commissioner Bill Mosley has had complaints from Citizens who live on the Bone Cave Road requesting that the speed limit be dropped from 45 mph to 35 mph. Brian Simmons made a motion, second by Mickey Robinson to lower the speed limit on Bone Cave road from 45 mph to 35 mph.

Upon roll call: David Chandler, Joey Grissom, Terry Hickey, Bill Mosley, Mickey Robinson, Brian Simmons, and Cale Crain voted yes. William Maxwell, Henry Seamons, and Robert Van Winkle voted no. 7-Yes votes, 3-No votes. Motion passed.

Report from Water Utility Committee

The Van Buren Commission Committee for Water Utility met on April 5th at 4:30 p.m. Member present: Will Maxwell, Henry Seamons, Brian Simmons, and Terry Hickey.

Mayor Wilson submitted to the Committee there is \$2,585,876.43 for Utility upgrades for Fall Creek Falls Utility District and Spencer City Utility. Mayor Wilson specified that Fall Creek Falls listed their request in order of importance, (See Attachment). Will Maxwell made a motion to fund the first 3 project on Fall Creek Utility for a total of \$475,000, Brian Simmons seconded the motion all members voted yes.

With the vote for Fall Creek Falls Utility to receive \$475,000 that left 2,110,876.43 to be used. Will Maxwell made the motion for the 2,110,876.43 to be used for the raw waterline from Caney Fork River to the Spencer water plant project (see attachment) Henry Seamons seconded the motion all members voted yes.

Mayor Wilson also informed the Committee that each Utility would pay the 15% match. With no further business Will Maxwell made a motion to adjourn seconded by Henry Seamons all voted yes. Adjournment at 4:50 p.m.

Mayor Greg Wilson asked the Full Commission for approval on the Water Utility Committee's recommendation. After much discussion on this matter, Terry Hickey made a motion, second by William Maxwell to approve this plan.

Upon roll call: David Chandler, Joey Grissom, Terry Hickey, William Maxwell, Mickey Robinson, Henry Seamons, Brian Simmons, Robert Van Winkle, and Cale Crain voted yes. Bill Mosley abstained. 9-Yes votes, 1-abstained. No changes to any yes vote. Motion passed. **Proposed System Improvements as following:**

**FALL CREEK FALLS UTILITY DISTRICT
PROPOSED SYSTEM IMPROVEMENTS
VAN BUREN COUNTY ARP**

March 14, 2022

| | | |
|-------------------|------------------------------------|-------------------|
| [REDACTED] | | |
| 1 | WATER TREATMENT PLANT IMPROVEMENTS | 150,000.00 |
| 2 | PUMP STATION IMPROVEMENT | 150,000.00 |
| 3 | MOONEYHAM TANK REHABILITATION | 175,000.00 |
| 4 | MOONEYHAM WATER LINE REPLACEMENT | 125,000.00 |
| 5 | WATER SERVICE LINE REPLACEMENTS | 125,000.00 |
| 6 | HYDRANT AND BLOW-OFF REPIAIRS | 125,000.00 |
| [REDACTED] | | |
| TOTAL | | [REDACTED] |

**Engineer's Estimate of Cost
New Raw Water Source
City of Spencer
March 2022**

| <u>Construction</u> | <u>Units</u> | <u>Quantity</u> | <u>Unit Price</u> | <u>Total Cost</u> |
|-----------------------------------------------------------------|--------------|-----------------|-------------------|------------------------|
| <u>RAW WATER INTAKE UPGRADE</u> | | | | \$ 3,250,000.00 |
| <u>INTERMEDIATE PUMP STATION REPLACEMENT @ ELEV 1280</u> | | | | <u>\$ 1,950,000.00</u> |
| Total Estimated Construction Cost | | | | \$ 5,200,000.00 |
| Engineering Design | | | | \$ 260,000.00 |
| Geotechnical and Surveying | | | | \$ 35,000.00 |
| Inspection | | | | \$ 200,000.00 |
| Legal | | | | \$ 15,000.00 |
| Acquisition | | | | \$ 50,000.00 |
| Review and Permit Fees | | | | \$ 10,000.00 |
| Project Contingencies | | | | \$ 190,000.00 |
| Interest | | | | <u>\$ 40,000.00</u> |
| TOTAL ESTIMATED CONSTRUCTION COST | | | | \$ 6,000,000.00 |

Safety/Health Plan and Organizational Chart. Has to be submitted to the Commission every 7 years for approval. Resolution number 474

William Maxwell made a motion, second by Mickey Robinson to approve as presented. All approved by voice vote. Motion passed. **Resolution and Plan as following:**

**RESOLUTION TO ESTABLISH AN UPDATED OCCUPATIONAL SAFETY AND HEALTH PROGRAM PLAN,
DEVISE RULES AND REGULATIONS, AND TO PROVIDE FOR A SAFETY DIRECTOR AND THE
IMPLEMENTATION OF SUCH PROGRAM PLAN**

WHEREAS, in compliance with Public Chapter 561 of the General Assembly of the State of Tennessee for the year 1972, the Van Buren County hereby updates the Occupational Safety and Health Program Plan for our employees.

WHEREAS, due to various changes in subsequent years, it has become necessary to amend the program plan to comply with more recent state requirements.

NOW, THEREFORE,

SECTION 1. BE IT RESOLVED BY THE VAN BUREN COUNTY COMMISSION, that there be and is hereby amended as follows:

TITLE:

This section shall be known as "The Occupational Safety and Health Program Plan" for the employees of VAN BUREN COUNTY.

PURPOSE:

The Van Buren County Board of Commission, in electing to update the established Program Plan will maintain an effective and comprehensive Occupational Safety and Health Program Plan for its employees and shall:

- 1) Provide a safe and healthful place and condition of employment that includes:
 - a) Top Management Commitment and Employee Involvement;
 - b) Continually analyze the worksite to identify all hazards and potential hazards;
 - c) Develop and maintain methods for preventing or controlling the existing or potential hazards; and
 - d) Train managers, supervisors, and employees to understand and deal with worksite hazards.
- 2) Acquire, maintain and require the use of safety equipment, personal protective equipment and devices reasonably necessary to protect employees.
- 3) Record, keep, preserve, and make available to the Commissioner of Labor and Workforce Development, or persons within the Department of Labor and Workforce Development to whom such responsibilities have been delegated, adequate records of all occupational accidents and illnesses and personal injuries for proper evaluation and necessary corrective action as required.
- 4) Consult with the Commissioner of Labor and Workforce Development with regard to the adequacy of the form and content of records.
- 5) Consult with the Commissioner of Labor and Workforce Development, as appropriate, regarding safety and health problems which are considered to be unusual or peculiar and are such that they cannot be achieved under a standard promulgated by the State.
- 6) Provide reasonable opportunity for the participation of employees in the effectuation of the objectives of this Program Plan, including the opportunity to make anonymous complaints concerning conditions or practices injurious to employee safety and health.

7) Provide for education and training of personnel for the fair and efficient administration of occupational safety and health standards, and provide for education and notification of all employees of the existence of this Program Plan.

COVERAGE:

The provisions of the Occupational Safety and Health Program Plan for the employees of Van Buren County shall apply to all employees of each administrative department, commission, board, division, or other agency whether part-time or full-time, seasonal or permanent.

STANDARDS AUTHORIZED:

The Occupational Safety and Health standards adopted by the Van Buren County Commission are the same as, but not limited to, the State of Tennessee Occupational Safety and Health Standards promulgated, or which may be promulgated, in accordance with Section 6 of the Tennessee Occupational Safety and Health Act of 1972 (T.C.A. Title 50, Chapter 3).

VARIANCES FROM STANDARDS AUTHORIZED:

Upon written application to the Commissioner of Labor and Workforce Development of the State of Tennessee, we may request an order granting a temporary variance from any approved standards. Applications for variances shall be in accordance with Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, VARIANCES FROM OCCUPATIONAL SAFETY AND HEALTH STANDARDS, CHAPTER 0800-01-02, as authorized by T.C.A., Title 50. Prior to requesting such temporary variance, we will notify or serve notice to our employees, their designated representatives, or interested parties and present them with an opportunity for a hearing. The posting of notice on the main bulletin board shall be deemed sufficient notice to employees.

ADMINISTRATION:

For the purposes of this resolution, (Name of Official or Title Shannon Mooneyham is designated as the Safety Director of Occupational Safety and Health to perform duties and to exercise powers assigned to plan, develop, and administer this Program Plan. The Safety Director shall develop a plan of operation for the Program Plan in accordance with Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, SAFETY AND HEALTH PROVISIONS FOR THE PUBLIC SECTOR, CHAPTER 0800-01-05, as authorized by T.C.A., Title 50.

FUNDING THE PROGRAM PLAN:

Sufficient funds for administering and staffing the Program Plan pursuant to this resolution shall be made available as authorized by the Van Buren County Commission.

SEVERABILITY:

SECTION 2. BE IT FURTHER RESOLVED that if any section, sub-section, sentence, clause, phrase, or portion of this resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

AMENDMENTS, ETC:

SECTION 3. BE IT FURTHER RESOLVED that this resolution shall take effect from and after the date it shall have been passed, properly signed, certified, and has met all other legal requirements, and as otherwise provided by law, the general welfare of Van Buren County requiring it.

PLAN OF OPERATION FOR THE OCCUPATIONAL SAFETY AND HEALTH
PROGRAM PLAN FOR THE EMPLOYEES OF Van Buren County.

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I. PURPOSE AND COVERAGE

The purpose of this plan is to provide guidelines and procedures for implementing the Occupational Safety and Health Program Plan for the employees of Van Buren County.

This plan is applicable to all employees, part-time or full-time, seasonal or permanent.

The Van Buren County Board of Commission in electing to update and maintain an effective Occupational Safety and Health Program Plan for its employees,

- a. Provide a safe and healthful place and condition of employment.
- b. Require the use of safety equipment, personal protective equipment, and other devices where reasonably necessary to protect employees.
- c. Make, keep, preserve, and make available to the Commissioner of Labor and Workforce Development, his designated representatives, or persons within the Department of Labor and Workforce Development to whom such responsibilities have been delegated, including the Safety Director of the Division of Occupational Safety and Health, adequate records of all occupational accidents and illnesses and personal injuries for proper evaluation and necessary corrective action as required.
- d. Consult with the Commissioner of Labor and Workforce Development or his designated representative with regard to the adequacy of the form and content of such records.
- e. Consult with the Commissioner of Labor and Workforce Development regarding safety and health problems which are considered to be unusual or peculiar and are such that they cannot be resolved under an occupational safety and health standard promulgated by the State.
- f. Assist the Commissioner of Labor and Workforce Development or his monitoring activities to determine Program Plan effectiveness and compliance with the occupational safety and health standards.
- g. Make a report to the Commissioner of Labor and Workforce Development annually, or as may otherwise be required, including information on occupational accidents, injuries, and illnesses and accomplishments and progress made toward achieving the goals of the Occupational Safety and Health Program Plan.
- h. Provide reasonable opportunity for and encourage the participation of employees in the effectuation of the objectives of this Program Plan, including the opportunity to make anonymous complaints concerning conditions or practices which may be injurious to employees' safety and health.

II. DEFINITIONS

For the purposes of this Program Plan, the following definitions apply:

- a. **COMMISSIONER OF LABOR and Workforce Development** means the chief executive officer of the Tennessee Department of Labor and Workforce Development. This includes any person appointed, designated, or deputized to perform the duties or to exercise the powers assigned to the Commissioner of Labor and Workforce Development.
- b. **EMPLOYER** means county and includes each administrative department, board, commission, division, or other agency of the Van Buren County.
- c. **SAFETY DIRECTOR OF OCCUPATIONAL SAFETY AND HEALTH or DIRECTOR** means the person designated by the establishing resolution, or executive order to perform duties or to exercise powers assigned so as to plan, develop, and administer the Occupational Safety and Health Program Plan for the employees of Van Buren County.
- d. **INSPECTOR(S)** means the individual(s) appointed or designated by the Safety Director of Occupational Safety and Health to conduct inspections provided for herein. If no such compliance inspector(s) is appointed, inspections shall be conducted by the Safety Director of Occupational Safety and Health.
- e. **APPOINTING AUTHORITY** means any official or group of officials of the employer having legally designated powers of appointment, employment, or removal there from for a specific department, board, commission,

division, or other agency of this employer.

- f. EMPLOYEE means any person performing services for this employer and listed on the payroll of this employer, either as part-time, full-time, seasonal, or permanent. It also includes any persons normally classified as "volunteers" provided such persons received remuneration of any kind for their services. This definition shall not include independent contractors, their agents, servants, and employees.
- g. PERSON means one or more individuals, partnerships, associations, corporations, business trusts, or legal representatives of any organized group of persons.
- h. STANDARD means an occupational safety and health standard promulgated by the Commissioner of Labor and Workforce Development in accordance with Section VI (6) of the Tennessee Occupational Safety and Health Act of 1972 which requires conditions or the adoption or the use of one or more practices, means, methods, operations, or processes or the use of equipment or personal protective equipment necessary or appropriate to provide safe and healthful conditions and places of employment.
- i. IMMINENT DANGER means any conditions or practices in any place of employment which are such that a hazard exists which could reasonably be expected to cause death or serious physical harm immediately or before the imminence of such hazard can be eliminated through normal compliance enforcement procedures.
- j. ESTABLISHMENT or WORKSITE means a single physical location under the control of this employer where business is conducted, services are rendered, or industrial type operations are performed.
- k. SERIOUS INJURY or HARM means that type of harm that would cause permanent or prolonged impairment of the body in that:
 - 1. A part of the body would be permanently removed (e.g., amputation of an arm, leg, finger(s); loss of an eye) or rendered functionally useless or substantially reduced in efficiency on or off the job (e.g., leg shattered so severely that mobility would be permanently reduced), or
 - 2. A part of an internal body system would be inhibited in its normal performance or function to such a degree as to shorten life or cause reduction in physical or mental efficiency (e.g., lung impairment causing shortness of breath).

On the other hand, simple fractures, cuts, bruises, concussions, or similar injuries would not fit either of these categories and would not constitute serious physical harm.

- l. ACT or TOSH Act shall mean the Tennessee Occupational Safety and Health Act of 1972.
- m. GOVERNING BODY means the County Quarterly Court, Board of Aldermen, Board of Commissioners, City or Town Council, Board of Governors, etc., whichever may be applicable to the local government, government agency, or utility to which this plan applies.
- n. CHIEF EXECUTIVE OFFICER means the chief administrative official, County Judge, County Chairman, County Mayor, Mayor, City Manager, General Manager, etc., as may be applicable.

III. EMPLOYERS RIGHTS AND DUTIES

Rights and duties of the employer shall include, but are not limited to, the following provisions:

- a. Employer shall furnish to each employee conditions of employment and a place of employment free from recognized hazards that are causing or are likely to cause death or serious injury or harm to employees.
- b. Employer shall comply with occupational safety and health standards and regulations promulgated pursuant to Section VI (6) of the Tennessee Occupational Safety and Health Act of 1972.
- c. Employer shall refrain from an unreasonable restraint on the right of the Commissioner of Labor and Workforce Development to inspect the employers place(s) of business. Employer shall assist the Commissioner of Labor and Workforce Development in the performance of their monitoring duties by supplying or by making available information, personnel, or aids reasonably necessary to the effective conduct of the monitoring activity.
- d. Employer is entitled to participate in the development of standards by submission of comments on proposed standards, participation in hearing on proposed standards, or by requesting the development of standards on

- a given issue under Section 6 of the Tennessee Occupational Safety and Health Act of 1972.
- e. Employer is entitled to request an order granting a variance from an occupational safety and health standard.
- f. Employer is entitled to protection of its legally privileged communication.
- g. Employer shall inspect all worksites to insure the provisions of this Program Plan are complied with and carried out.
- h. Employer shall notify and inform any employee who has been or is being exposed in a biologically significant manner to harmful agents or material in excess of the applicable standard and of corrective action being taken.
- i. Employer shall notify all employees of their rights and duties under this Program Plan.

IV. EMPLOYEES RIGHTS AND DUTIES

Rights and duties of employees shall include, but are not limited to, the following provisions:

- a. Each employee shall comply with occupational safety and health act standards and all rules, regulations, and orders issued pursuant to this Program Plan and the Tennessee Occupational Safety and Health Act of 1972 which are applicable to his or her own actions and conduct.
- b. Each employee shall be notified by the placing of a notice upon bulletin boards, or other places of common passage, of any application for a permanent or temporary order granting the employer a variance from any provision of the TOSH Act or any standard or regulation promulgated under the Act.
- c. Each employee shall be given the opportunity to participate in any hearing which concerns an application by the employer for a variance from a standard or regulation promulgated under the Act.
- d. Any employee who may be adversely affected by a standard or variance issued pursuant to the Act or this Program Plan may file a petition with the Commissioner of Labor and Workforce Development or whoever is responsible for the promulgation of the standard or the granting of the variance.
- e. Any employee who has been exposed or is being exposed to toxic materials or harmful physical agents in concentrations or at levels in excess of that provided for by any applicable standard shall be provided by the employer with information on any significant hazards to which they are or have been exposed, relevant symptoms, and proper conditions for safe use or exposure. Employees shall also be informed of corrective action being taken.
- f. Subject to regulations issued pursuant to this Program Plan, any employee or authorized representative of employees shall be given the right to request an inspection and to consult with the Safety Director or Inspector at the time of the physical inspection of the worksite.
- g. Any employee may bring to the attention of the Safety Director any violation or suspected violations of the standards or any other health or safety hazards.
- h. No employee shall be discharged or discriminated against because such employee has filed any complaint or instituted or caused to be instituted any proceeding or inspection under or relating to this Program Plan.
- i. Any employee who believes that he or she has been discriminated against or discharged in violation of subsection (h) of this section may file a complaint alleging such discrimination with the Safety Director. Such employee may also, within thirty (30) days after such violation occurs, file a complaint with the Commissioner of Labor and Workforce Development alleging such discrimination.
- j. Nothing in this or any other provisions of this Program Plan shall be deemed to authorize or require any employee to undergo medical examination, immunization, or treatment for those who object thereto on religious grounds, except where such is necessary for the protection of the health or safety or others or when a medical examination may be reasonably required for performance of a specific job.
- k. Employees shall report any accident, injury, or illness resulting from their job, however minor it may seem to be, to their supervisor or the Safety Director within twenty-four (24) hours after the occurrence.

V. ADMINISTRATION

- a. The Safety Director of Occupational Safety and Health is designated to perform duties or to exercise powers assigned so as to administer this Occupational Safety and Health Program Plan.
 1. The Safety Director may designate person or persons as he deems necessary to carry out his powers, duties, and responsibilities under this Program Plan.
 2. The Safety Director may delegate the power to make inspections, provided procedures employed are as effective as those employed by the Safety Director.
 3. The Safety Director shall employ measures to coordinate, to the extent possible, activities of all departments to promote efficiency and to minimize any inconveniences under this Program Plan.
 4. The Safety Director may request qualified technical personnel from any department or section of government to assist him in making compliance inspections, accident investigations, or as he may otherwise deem necessary and appropriate in order to carry out his duties under this Program Plan.
 5. The Safety Director shall prepare the report to the Commissioner of Labor and Workforce Development required by subsection (g) of Section 1 of this plan.
 6. The Safety Director shall make or cause to be made periodic and follow-up inspections of all facilities and worksites where employees of this employer are employed. He shall make recommendations to correct any hazards or exposures observed. He shall make or cause to be made any inspections required by complaints submitted by employees or inspections requested by employees.
 7. The Safety Director shall assist any officials of the employer in the investigation of occupational accidents or illnesses.
 8. The Safety Director shall maintain or cause to be maintained records required under Section VIII of this plan.
 9. **The Safety Director shall, in the eventuality that there is a fatality, insure that the Commissioner of Labor and Workforce Development receives notification of the occurrence within eight (8) hours. All work-related inpatient hospitalizations, amputations, and loss of an eye must be reported to TOSHA within 24 hours.**

- b. The administrative or operational head of each department, division, board, or other agency of this employer shall be responsible for the implementation of this Occupational Safety and Health Program Plan within their respective areas.
 1. The administrative or operational head shall follow the directions of the Safety Director on all issues involving occupational safety and health of employees as set forth in this plan.
 2. The administrative or operational head shall comply with all abatement orders issued in accordance with the provisions of this plan or request a review of the order with the Safety Director within the abatement period.
 3. The administrative or operational head should make periodic safety surveys of the establishment under his jurisdiction to become aware of hazards or standards violations that may exist and make an attempt to immediately correct such hazards or violations.
 4. The administrative or operational head shall investigate all occupational accidents, injuries, or illnesses reported to him. He shall report such accidents, injuries, or illnesses to the Safety Director along with his findings and/or recommendations in accordance with APPENDIX IV of this plan.

VI. STANDARDS AUTHORIZED

The standards adopted under this Program Plan are the applicable standards developed and promulgated under Section VI (6) of the Tennessee Occupational Safety and Health Act of 1972. Additional standards may be promulgated by the governing body of this employer as that body may deem necessary for the safety and health of employees. Note: 29 CFR 1910 General Industry Regulations; 29 CFR 1926 Construction Industry Regulations; and the Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, CHAPTER 0800-01-1 through CHAPTER 0800-01-11 are the standards and rules invoked.

VII. VARIANCE PROCEDURE

The Safety Director may apply for a variance as a result of a complaint from an employee or of his knowledge of certain hazards or exposures. The Safety Director should definitely believe that a variance is needed before the application for a variance is submitted to the Commissioner of Labor and Workforce Development.

The procedure for applying for a variance to the adopted safety and health standards is as follows:

- a. The application for a variance shall be prepared in writing and shall contain:
 1. A specification of the standard or portion thereof from which the variance is sought.
 2. A detailed statement of the reason(s) why the employer is unable to comply with the standard supported by representations by qualified personnel having first-hand knowledge of the facts represented.
 3. A statement of the steps employer has taken and will take (with specific date) to protect employees against the hazard covered by the standard.
 4. A statement of when the employer expects to comply and what steps have or will be taken (with dates specified) to come into compliance with the standard.
 5. A certification that the employer has informed employees, their authorized representative(s), and/or interested parties by giving them a copy of the request, posting a statement summarizing the application (to include the location of a copy available for examination) at the places where employee notices are normally posted and by other appropriate means. The certification shall contain a description of the means actually used to inform employees and that employees have been informed of their right to petition the Commissioner of Labor and Workforce Development for a hearing.
- b. The application for a variance should be sent to the Commissioner of Labor and Workforce Development by registered or certified mail.
- c. The Commissioner of Labor and Workforce Development will review the application for a variance and may deny the request or issue an order granting the variance. An order granting a variance shall be issued only if it has been established that:
 1. The employer
 - i. Is unable to comply with the standard by the effective date because of unavailability of professional or technical personnel or materials and equipment required or necessary construction or alteration of facilities or technology.
 - ii. Has taken all available steps to safeguard employees against the hazard(s) covered by the standard.
 - iii. Has an effective Program Plan for coming into compliance with the standard as quickly as possible.
 2. The employee is engaged in an experimental Program Plan as described in subsection (b), section 13 of the Act.
- d. A variance may be granted for a period of no longer than is required to achieve compliance or one (1) year, whichever is shorter.
- e. Upon receipt of an application for an order granting a variance, the Commissioner to whom such application is addressed may issue an interim order granting such a variance for the purpose of permitting time for an orderly consideration of such application. No such interim order may be effective for longer than one hundred

eighty (180) days.

- f. The order or interim order granting a variance shall be posted at the worksite and employees notified of such order by the same means used to inform them of the application for said variance (see subsection (a)(5) of this section).

VIII. RECORDKEEPING AND REPORTING

Recording and reporting of all occupational accident, injuries, and illnesses shall be in accordance with instructions and on forms prescribed in the booklet. You can get a copy of the Forms for Recordkeeping from the internet. Go to www.osha.gov and type Recordkeeping Forms in the search box.

The position responsible for recordkeeping is shown on the SAFETY AND HEALTH ORGANIZATIONAL CHART, Appendix IV to this plan.

Details of how reports of occupational accidents, injuries, and illnesses will reach the recordkeeper are specified by ACCIDENT REPORTING PROCEDURES, Appendix IV to this plan. The Rule of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, OCCUPATIONAL SAFETY AND HEALTH RECORD-KEEPING AND REPORTING, CHAPTER 0800-01-03, as authorized by T.C.A., Title 50.

IX. EMPLOYEE COMPLAINT PROCEDURE

If any employee feels that he is assigned to work in conditions which might affect his health, safety, or general welfare at the present time or at any time in the future, he should report the condition to the Safety Director of Occupational Safety and Health.

- a. The complaint should be in the form of a letter and give details on the condition(s) and how the employee believes it affects or will affect his health, safety, or general welfare. The employee should sign the letter but need not do so if he wishes to remain anonymous (see subsection (h) of Section 1 of this plan).
- b. Upon receipt of the complaint letter, the Safety Director will evaluate the condition(s) and institute any corrective action, if warranted. Within ten (10) working days following the receipt of the complaint, the Safety Director will answer the complaint in writing stating whether or not the complaint is deemed to be valid and if no, why not, what action has been or will be taken to correct or abate the condition(s), and giving a designated time period for correction or abatement. Answers to anonymous complaints will be posted upon bulletin boards or other places of common passage where the anonymous complaint may be reasonably expected to be seen by the complainant for a period of three (3) working days.
- c. If the complainant finds the reply not satisfactory because it was held to be invalid, the corrective action is felt to be insufficient, or the time period for correction is felt to be too long, he may forward a letter to the Chief Executive Officer or to the governing body explaining the condition(s) cited in his original complaint and why he believes the answer to be inappropriate or insufficient.
- d. The Chief Executive Officer or a representative of the governing body will evaluate the complaint and will begin to take action to correct or abate the condition(s) through arbitration or administrative sanctions or may find the complaint to be invalid. An answer will be sent to the complainant within ten (10) working days following receipt of the complaint or the next regularly scheduled meeting of the governing body following receipt of the complaint explaining decisions made and action taken or to be taken.
- e. After the above steps have been followed and the complainant is still not satisfied with the results, he may then file a complaint with the Commissioner of Labor and Workforce Development. Any complaint filed with the Commissioner of Labor and Workforce Development in such cases shall include copies of all related correspondence with the Safety Director and the Chief Executive Officer or the representative of the governing body.
- f. Copies of all complaint and answers thereto will be filed by the Safety Director who shall make them available

to the Commissioner of Labor and Workforce Development or his designated representative upon request.

X. EDUCATION AND TRAINING

a. Safety Director and/or Compliance Inspector(s):

1. Arrangements will be made for the Safety Director and/or Compliance Inspector(s) to attend training seminars, workshops, etc., conducted by the State of Tennessee or other agencies. A list of Seminars can be obtained.
2. Access will be made to reference materials such as 29 CFR 1910 General Industry Regulations; 29 CFR 1926 Construction Industry Regulations; The Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, and other equipment/supplies, deemed necessary for use in conducting compliance inspections, conducting local training, wiring technical reports, and informing officials, supervisors, and employees of the existence of safety and health hazards will be furnished.

b. All Employees (including supervisory personnel):

A suitable safety and health training program for employees will be established. This program will, as a minimum:

1. Instruct each employee in the recognition and avoidance of hazards or unsafe conditions and of standards and regulations applicable to the employees work environment to control or eliminate any hazards, unsafe conditions, or other exposures to occupational illness or injury.
2. Instruct employees who are required to handle or use poisons, acids, caustics, toxicants, flammable liquids or gases, explosives, and other harmful substances in the proper handling procedures and use of such items and make them aware of the personal protective measures, person hygiene, etc., which may be required.
3. Instruct employees who may be exposed to environments where harmful plants or animals are present, of the hazards of the environment, how to best avoid injury or exposure, and the first aid procedures to be followed in the event of injury or exposure.
4. Instruct all employees of the common deadly hazards and how to avoid them, such as Falls; Equipment Turnover; Electrocutation; Struck by/Caught In; Trench Cave In; Heat Stress; and Drowning.
5. Instruct employees on hazards and dangers of confined or enclosed spaces.
 - i. Confined or enclosed space means space having a limited means of egress and which is subject to the accumulation of toxic or flammable contaminants or has an oxygen deficient atmosphere. Confined or enclosed spaces include, but are not limited to, storage tanks, boilers, ventilation or exhaust ducts, sewers, underground utility accesses, tunnels, pipelines, and open top spaces more than four feet (4) in depth such as pits, tubs, vaults, and vessels.
 - ii. Employees will be given general instruction on hazards involved, precautions to be taken, and on use of personal protective and emergency equipment required. They shall also be instructed on all specific standards or regulations that apply to work in dangerous or potentially dangerous areas.
 - iii. The immediate supervisor of any employee who must perform work in a confined or enclosed space shall be responsible for instructing employees on danger of hazards which may be present, precautions to be taken, and use of personal protective and emergency equipment, immediately prior to their entry into such an area and shall require use of appropriate personal protective equipment.

XI. GENERAL INSPECTION PROCEDURES

It is the intention of the governing body and responsible officials to have an Occupational Safety and Health

Program Plan that will insure the welfare of employees. In order to be aware of hazards, periodic inspections must be performed. These inspections will enable the finding of hazards or unsafe conditions or operations that will need correction in order to maintain safe and healthful worksites. Inspections made on a pre-designated basis may not yield the desired results. Inspections will be conducted, therefore, on a random basis at intervals not to exceed thirty (30) calendar days.

- a. In order to carry out the purposes of this Resolution, the Safety Director and/or Compliance Inspector(s), if appointed, is authorized:
 1. To enter at any reasonable time, any establishment, facility, or worksite where work is being performed by an employee when such establishment, facility, or worksite is under the jurisdiction of the employer and;
 2. To inspect and investigate during regular working hours and at other reasonable times, within reasonable limits, and in a reasonable manner, any such place of employment and all pertinent conditions, processes, structures, machines, apparatus, devices, equipment, and materials therein, and to question privately any supervisor, operator, agent, or employee working therein.
- b. If an imminent danger situation is found, alleged, or otherwise brought to the attention of the Safety Director or Inspector during a routine inspection, he shall immediately inspect the imminent danger situation in accordance with Section XII of this plan before inspecting the remaining portions of the establishment, facility, or worksite.
- c. An administrative representative of the employer and a representative authorized by the employees shall be given an opportunity to consult with and/or to accompany the Safety Director or Inspector during the physical inspection of any worksite for the purpose of aiding such inspection.
- d. The right of accompaniment may be denied any person whose conduct interferes with a full and orderly inspection.
- e. The conduct of the inspection shall be such as to preclude unreasonable disruptions of the operation(s) of the workplace.
- f. Interviews of employees during the course of the inspection may be made when such interviews are considered essential to investigative techniques.
- g. Advance Notice of Inspections.
 1. Generally, advance notice of inspections will not be given as this precludes the opportunity to make minor or temporary adjustments in an attempt to create misleading impression of conditions in an establishment.
 2. There may be occasions when advance notice of inspections will be necessary in order to conduct an effective inspection or investigation. When advance notice of inspection is given, employees or their authorized representative(s) will also be given notice of the inspection.
- h. The Safety Director need not personally make an inspection of each and every worksite once every thirty (30) days. He may delegate the responsibility for such inspections to supervisors or other personnel provided:
 1. Inspections conducted by supervisors or other personnel are at least as effective as those made by the Safety Director.
 2. Records are made of the inspections, any discrepancies found and corrective actions taken. This information is forwarded to the Safety Director.
- i. The Safety Director shall maintain records of inspections to include identification of worksite inspected, date

of inspection, description of violations of standards or other unsafe conditions or practices found, and corrective action taken toward abatement. Those inspection records shall be subject to review by the Commissioner of Labor and Workforce Development or his authorized representative.

XII. IMMINENT DANGER PROCEDURES

- a. Any discovery, any allegation, or any report of imminent danger shall be handled in accordance with the following procedures:
 1. The Safety Director shall immediately be informed of the alleged imminent danger situation and he shall immediately ascertain whether there is a reasonable basis for the allegation.
 2. If the alleged imminent danger situation is determined to have merit by the Safety Director, he shall make or cause to be made an immediate inspection of the alleged imminent danger location.
 3. As soon as it is concluded from such inspection that conditions or practices exist which constitutes an imminent danger, the Safety Director or Compliance Inspector shall attempt to have the danger corrected. All employees at the location shall be informed of the danger and the supervisor or person in charge of the worksite shall be requested to remove employees from the area, if deemed necessary.
 4. The administrative or operational head of the workplace in which the imminent danger exists, or his authorized representative, shall be responsible for determining the manner in which the imminent danger situation will be abated. This shall be done in cooperation with the Safety Director or Compliance Inspector and to the mutual satisfaction of all parties involved.
 5. The imminent danger shall be deemed abated if:
 - i. The imminence of the danger has been eliminated by removal of employees from the area of danger.
 - ii. Conditions or practices which resulted in the imminent danger have been eliminated or corrected to the point where an unsafe condition or practice no longer exists.
 6. A written report shall be made by or to the Safety Director describing in detail the imminent danger and its abatement. This report will be maintained by the Safety Director in accordance with subsection (i) of Section XI of this plan.
- b. Refusal to Abate.
 1. Any refusal to abate an imminent danger situation shall be reported to the Safety Director and Chief Executive Officer immediately.
 2. The Safety Director and/or Chief Executive Officer shall take whatever action may be necessary to achieve abatement.

XIII. ABATEMENT ORDERS AND HEARINGS

- a. Whenever, as a result of an inspection or investigation, the Safety Director or Compliance Inspector(s) finds that a worksite is not in compliance with the standards, rules or regulations pursuant to this plan and is unable to negotiate abatement with the administrative or operational head of the worksite within a reasonable period of time, the Safety Director shall:
 1. Issue an abatement order to the head of the worksite.
 2. Post or cause to be posted, a copy of the abatement order at or near each location referred to in the abatement order.

- b. Abatement orders shall contain the following information:
 - 1. The standard, rule, or regulation which was found to violated.
 - 2. A description of the nature and location of the violation.
 - 3. A description of what is required to abate or correct the violation.
 - 4. A reasonable period of time during which the violation must be abated or corrected.
- c. At any time within ten (10) days after receipt of an abatement order, anyone affected by the order may advise the Safety Director in writing of any objections to the terms and conditions of the order. Upon receipt of such objections, the Safety Director shall act promptly to hold a hearing with all interested and/or responsible parties in an effort to resolve any objections. Following such hearing, the Safety Director shall, within three (3) working days, issue an abatement order and such subsequent order shall be binding on all parties and shall be final.

XIV. PENALTIES

- a. No civil or criminal penalties shall be issued against any official, employee, or any other person for failure to comply with safety and health standards or any rules or regulations issued pursuant to this Program Plan.
- b. Any employee, regardless of status, who willfully and/or repeatedly violates, or causes to be violated, any safety and health standard, rule, or regulation or any abatement order shall be subject to disciplinary action by the appointing authority. It shall be the duty of the appointing authority to administer discipline by taking action in one of the following ways as appropriate and warranted:
 - 1. Oral reprimand.
 - 2. Written reprimand.
 - 3. Suspension for three (3) or more working days.
 - 4. Termination of employment.

XV. CONFIDENTIALITY OF PRIVILEGED INFORMATION

All information obtained by or reported to the Safety Director pursuant to this plan of operation or the legislation (resolution, or executive order) enabling this Occupational Safety and Health Program Plan which contains or might reveal information which is otherwise privileged shall be considered confidential. Such information may be disclosed to other officials or employees concerned with carrying out this Program Plan or when relevant in any proceeding under this Program Plan. Such information may also be disclosed to the Commissioner of Labor and Workforce Development or their authorized representatives in carrying out their duties under the Tennessee Occupational Safety and Health Act of 1972.

XVI. DISCRIMINATION INVESTIGATIONS AND SANCTIONS

The Rule of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, DISCRIMINATION AGAINST EMPLOYEES EXERCISING RIGHTS UNDER THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1972 0800-01-08, as authorized by T.C.A., Title 50. The agency agrees that any employee who believes they have been discriminated against or discharged in violation of Tenn. Code Ann § 50-3-409 can file a complaint with their agency/safety, Safety Director within 30 days, after the alleged discrimination occurred. Also, the agency agrees the employee has a right to file their complaint with the Commissioner of Labor and Workforce Development within the same 30 day period. The Commissioner of Labor and Workforce Development may investigate such complaints, make recommendations, and/or issue a written notification of a

violation.

XVII. COMPLIANCE WITH OTHER LAWS NOT EXCUSED

- a. Compliance with any other law, statute, resolution, or executive order, which regulates safety and health in employment and places of employment, shall not excuse the employer, the employee, or any other person from compliance with the provisions of this Program Plan.
- b. Compliance with any provisions of this Program Plan or any standard, rule, regulation, or order issued pursuant to this Program Plan shall not excuse the employer, the employee, or any other person from compliance with the law, statute, resolution, or executive order, as applicable, regulating and promoting safety and health unless such law, statute, resolution, or executive order, as applicable, is specifically repealed.

Signature: Safety Director, Occupational Safety and Health and Date

APPENDIX – II NOTICE TO ALL EMPLOYEES

NOTICE TO ALL EMPLOYEES OF VAN BUREN COUNTY.

The Tennessee Occupational Safety and Health Act of 1972 provide job safety and health protection for Tennessee workers through the promotion of safe and healthful working conditions. Under a plan reviewed by the Tennessee Department of Labor and Workforce Development, this government, as an employer, is responsible for administering the Act to its employees. Safety and health standards are the same as State standards and jobsite inspections will be conducted to insure compliance with the Act.

Employees shall be furnished conditions of employment and a place of employment free from recognized hazards that are causing or are likely to cause death or serious injury or harm to employees.

Each employee shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Program Plan which are applicable to his or her own actions and conduct.

Each employee shall be notified by the placing upon bulletin boards or other places of common passage of any application for a temporary variance from any standard or regulation.

Each employee shall be given the opportunity to participate in any hearing which concerns an application for a variance from a standard.

Any employee who may be adversely affected by a standard or variance issued pursuant to this Program Plan may file a petition with the Safety Director or County Executive.

Any employee who has been exposed or is being exposed to toxic materials or harmful physical agents in concentrations or at levels in excess of that provided for by an applicable standard shall be notified by the employer and informed of such exposure and corrective action being taken.

Subject to regulations issued pursuant to this Program Plan, any employee or authorized representative(s) of employees shall be given the right to request an inspection.

No employee shall be discharged or discriminated against because such employee has filed any complaint or instituted or caused to be instituted any proceedings or inspection under, or relating to, this Program Plan.

Any employee who believes he or she has been discriminated against or discharged in violation of these sections may, within thirty (30) days after such violation occurs, have an opportunity to appear in a hearing before Van Buren County Board of Commission for assistance in obtaining relief or to file a complaint with the Commissioner of Labor and Workforce Development alleging such discrimination.

A copy of the Occupational Safety and Health Program Plan for the Employees of Van Buren is available for inspection by any employee at County Executive Office during regular office hours.

Signature: (City/County) MAYOR AND DATE

APPENDIX - III PROGRAM PLAN BUDGET

(Either answer questions 1-11 or fill in the statement below)

1. Prorated portion of wages, salaries, etc., for program administration and support.
2. Office space and office supplies.
3. Safety and health educational materials and support for education and training.
4. Safety devices for personnel safety and health.
5. Equipment modifications.
6. Equipment additions (facilities)
7. Protective clothing and equipment (personnel)
8. Safety and health instruments
9. Funding for projects to correct hazardous conditions.
10. Reserve fund for the Program Plan.
11. Contingencies and miscellaneous,

TOTAL ESTIMATED PROGRAM PLAN FUNDING,
ESTIMATE OF TOTAL BUDGET FOR:

OR Use This Statement:

STATEMENT OF FINANCIAL RESOURCE AVAILABILITY

Be assured that has sufficient financial resources available or will make sufficient financial resources available as may be required in order to administer and staff its Occupational Safety and Health Program Plan and to comply with standards.

APPENDIX – IV ACCIDENT REPORTING PROCEDURES

- (1-15) Employees shall report all accidents, injuries, or illnesses directly to the Safety Director as soon as possible, but not later than twenty-four (24) hours after the occurrence. Such reports may be verbal or in writing. All fatalities, inpatient hospitalizations, amputations, and losses of an eye shall be reported to the Safety Director and/or record keeper immediately, either by telephone or verbally, and will be followed by a written report within four (4) hours after their occurrence. The Safety Director will insure completion of required reports and records in accordance with Section VIII of the basic plan.
- (16-50) Employees shall report all accidents, injuries, or illnesses to their supervisor as soon as possible, but not later than two (2) hours after the occurrence. All fatalities, inpatient hospitalizations, amputations, and losses of an eye shall be reported to the Safety Director and/or record keeper immediately, either by telephone or verbally, and will be followed by a written report within four (4) hours after their occurrence. The supervisor will investigate the accident or illness, complete an accident report, and forward the accident report to the Safety Director and/or record keeper within twenty-four (24) hours of the time the accident or injury occurred or the time of the first report of the illness.
- (51-250) Employees shall report all accidents, injuries, or illnesses to their supervisors as soon as possible, but not later than two (2) hours after the occurrence. The supervisor will provide the Safety Director and/or record keeper with the name of the injured or ill employee and a brief description of the accident or illness by telephone as soon as possible, but not later than four (4) hours, after the accident or injury occurred or the time of the first report of the illness. All fatalities, inpatient hospitalizations, amputations, and losses of an eye shall be reported to the Safety Director and/or record keeper immediately, either by telephone or verbally, and will be followed by a written report within four (4) hours after their occurrence. The supervisor will then make a thorough investigation of the accident or illness (with the assistance of the Safety Director or Compliance Inspector, if necessary) and will complete a written report on the accident or illness and forward it to the Safety Director within seventy-two (72) hours after the accident, injury, or first report of illness and will provide one (1) copy of the written report to the recordkeeper.
- (251-Plus) Employees shall report all accidents, injuries, or illnesses to their supervisors as soon as possible, but not later than two (2) hours after their occurrence. The supervisor will provide the administrative head of the department with a verbal or telephone report of the accident as soon as possible, but not later than four (4) hours, after the accident. If the accident involves a fatality, inpatient hospitalization, amputation, loss of an eye, loss of consciousness, broken bones, or third degree burns, the Safety Director will be notified by telephone immediately and will be given the name of the injured, a description of the injury, and a brief description of how the accident occurred. The supervisor will then make a thorough investigation of the accident or illness (with the assistance of the Safety Director or Compliance Inspector, if necessary) and will complete a written report on the accident or illness and forward it to the Safety Director within seventy-two (72) hours after the accident, injury, or first report of illness and will provide one (1) copy of the written report to the record keeper.

Since Workers Compensation Form 6A or OSHA NO. 301 Form must be completed; all reports submitted in writing to

the person responsible for recordkeeping shall include the following information as a minimum:

1. Accident location, if different from employer's mailing address and state whether accident occurred on premises owned or operated by employer.
2. Name, social security number, home address, age, sex, and occupation (regular job title) of injured or ill employee.
3. Title of the department or division in which the injured or ill employee is normally employed.
4. Specific description of what the employee was doing when injured.
5. Specific description of how the accident occurred.
6. A description of the injury or illness in detail and the part of the body affected.
7. Name of the object or substance which directly injured the employee.
8. Date and time of injury or diagnosis of illness.
9. Name and address of physician, if applicable.
10. If employee was hospitalized, name and address of hospital.
11. Date of report.

NOTE: A procedure such as one of those listed above or similar information is necessary to satisfy Item Number 4 listed under PROGRAM PLAN in Section V. ADMINISTRATION, Part b of the Tennessee Occupational Safety and Health Plan. This information may be submitted in flow chart form instead of in narrative form if desired. These procedures may be modified in any way to fit local situations as they have been prepared as a guide only.

The four (4) procedures listed above are based upon the size of the work force and relative complexity of the organization. The approximate size of the organization for which each procedure is suggested is indicated in parenthesis in the left hand margin at the beginning, i.e., (1-15), (16-50), (51-250), and (251 Plus), and the figures relate to the total number of employees including the Chief Executive Officer but excluding the governing body (County Court, City Council, Board of Directors, etc.).

Generally, the more simple an accident reporting procedure is, the more effective it is. Please select the one procedure listed above, or prepare a similar procedure or flow chart, which most nearly fits what will be the most effective for your local situation. Note also that the specific information listed for written reports applies to all three of the procedures listed for those organizations with sixteen (16) or more employees.

Organizational Chart / Work Locations

| Work Location - Name | Address | Contact Person | Phone # | # Employees |
|---------------------------------------------|------------------------------|--------------------|--------------|-------------|
| Cane Creek Convenient Center | 441 Cane Creek Spencer TN | Heather Woodlee | 931-946-2314 | 1 |
| Rocky River Convenient Center | 10444 Rocky River Rd | Heather Woodlee | 931-946-2314 | 1 |
| Van Buren Co Board of Education | P.O. Box 98 Spencer TN | Cheryl Cole | 931-946-2242 | 11 |
| School Garage | P.O. Box 98 Spencer TN | Cheryl Cole | 931-946-3045 | 5 |
| Van Buren High School | PO Box 278 Spencer TN | Cheryl Cole | 931-946-2442 | 63 |
| Spencer Elem. School | PO Box 218 Spencer TN | Cheryl Cole | 931-946-2171 | 56 |
| Van Buren Co Extension office | 288 Spring St Spencer, TN | Chris Binkley | 931-946-2435 | 4 |
| Van Buren Co Preschool | PO Box 278 Spencer TN | Cheryl Cole | 931-946-2442 | 7 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| TOTAL | | | | |

Organizational Chart / Work Locations

| Work Location - Name | Address | Contact Person | Phone # | # Employees |
|---------------------------------|--------------------------------------|-----------------|--------------|-------------|
| Van Buren County Administrative | 121 Tatt Dr. Spencer, TN | Heather Woodlee | 931-946-2314 | 19 |
| Van Buren County Jail | 121 Tatt Dr Spencer, TN | Jarrod Campbell | 931-946-2118 | 27 |
| Health Depart. | Po Box 277 Spencer TN | Rebecca Grissom | 931-946-2438 | 3 |
| Van Buren Co Library | Po Box 18 Spencer TN | Amy Carter | 931-946-2575 | 2 |
| County Highway Dept | Po Box 106 Spencer TN | Randy Oaks | 931-946-2161 | 18 |
| 911 Service | 1150 old Dunkin St Spencer TN | Julie Dodson | 931-946-4000 | 7 |
| Ambulance Service | 112 Generation Dr Spencer TN | Tiwanna Bricker | 931-946-8081 | 14 |
| Spencer Convenient Center | 879 Drake + Shockey Spencer TN | Heather Woodlee | 931-946-2314 | 2 |
| Mooneysham Convenient Center | Hwy 30 Spencer, TN | Heather Woodlee | 931-946-2314 | 1 |
| Bone Cave Convenient Center | 181 Bone Cave Rock Island TN | Heather Woodlee | 931-946-2314 | 1 |
| TOTAL | | | | |

APPENDIX - I WORK LOCATIONS
(ORGANIZATIONAL CHART)

{For this section make a list of each work location wherein (City/County/etc) your employees work, such as Street Department, Fire Hall, City Hall, Courthouse, Jail, Sheriff Department, Each School, etc. covered under this Program Plan. Include, the address for the workplace, phone number at that workplace, and number of employees who work there.}

An Example:

Sheriff Department - 45 employees
1234 Main Street
Chattanooga, TN 37415
423-345-6789

East High School - 82 employees
4567 Garden Avenue
Chattanooga, TN 37415
423-222-5555

TOTAL NUMBER OF EMPLOYEES : 127

{Once each work location has been listed, record the total number of employees that the county employees.}

Notary Approval for Carla Yvonne Deweese, Janet C. Thompson, and Michelle Goodwin

Mickey Robinson made a motion, second by Robert Van Winkle to approve the Notary for Carla Yvonne Deweese, Janet C. Thompson, and Michelle Leigh Goodwin. All agreed by voice vote. Motion passed.

Reappointment of Bill Mosley, Brian Simmons and Sherry Wilson to the Planning Board for a full term, each was appointed to fill a vacancy.

William Maxwell made a motion, second by David Chandler to reappoint Bill Mosley and Sherry Wilson to the Planning Board for a full term. All agreed by voice vote. Motion passed. Brian Simmons ask before the vote for him to be taken off, due to he already had a term and would like to give someone else the opportunity.

Old Business

None

New Business

Volunteer Fire Departments, APR money

Mayor Wilson met with a Fire Chief and several Volunteer Firefighter and talked about some of the issues they were experiencing. The number one thing is money issues keeping everything going. All Departments are having Fundraisers in their Communities but when bigger issues happen (example: broken down Fire Trucks) those are larger sums of money to be paid out. Mayor Wilson would like the Full Commission to consider taking some of our undesignated money (\$128,335.61) from the ARP money in the amount \$50,499.00 and move and designate out of the ARP money to into the Local Purpose Tax Fund to pay for their insurance. (That covers their building, grounds, equipment, and vehicles) Robert Van Winkle to make a motion, second by William Maxwell to approve.

Upon roll call: David Chandler, Joey Grissom, Terry Hickey, William Maxwell, Bill Mosley, Mickey Robinson, Henry Seamons, Brian Simmons, Robert Van Winkle, and Cale Crain. No changes to any yes vote. Motion passed.

Budget Amendments (Capital Projects)

William Maxwell made a motion, second by Mickey Robinson to transfer from Capital Projects 171-58834-390 transfer out \$50,499.00 into Local Purpose tax 120-49800.

Upon roll call: David Chandler, Joey Grissom, Terry Hickey, William Maxwell, Bill Mosley, Mickey Robinson, Henry Seamons, Brian Simmons, Robert Van Winkle, and Cale Crain. No changes to any yes vote. Motion passed.

Mayor Wilson went over the Trial Balance Fund by Fund to make the public aware of the County's Financial State, which is in good standing.

Pitney Bowes bid for postage machine (State Contract)

This is Pitney Bowes who we were under contract with for the County for postage machines. This is bids on the small and large postage machines. The contract has been up for a couple of months and they no longer service our machines due to being out of date. This new contract will save the County \$405.00 a year. Pitney Bowes is on the state bid but they were the only ones to turn a bid in. William Maxwell made a motion, second by Mickey Robinson to approve the bids for the postage machine.

Upon roll call: David Chandler, Joey Grissom, Terry Hickey, William Maxwell, Bill Mosley, Mickey Robinson, Henry Seamons, Brian Simmons, Robert Van Winkle, and Cale Crain. No changes to any yes vote. Motion passed. **Bids are as following:**

| | | |
|---|--------|---------------------------------------------------------------|
| 1 | MT70 | Platform Scale 70 LB / 35 KG |
| 1 | PAB1 | C Series Premium App Bundle |
| 1 | PTJ1 | SendPro Online |
| 1 | PTJA | SendPro Basic 1 User |
| 1 | PTJN | Single User Access |
| 1 | PTK1 | Web Browser Integration |
| 1 | PTK2 | SendPro C Series Shipping Integration |
| 1 | STDSLA | Standard SLA-Equipment Service Agreement (for SendPro C Auto) |
| 1 | ZH24 | Manual Weight Entry |
| 1 | ZH29 | HZ03 95 LPM Speed |
| 1 | ZHB5 | 70lb Weighing Option for MT70 Scale |
| 1 | ZHC5 | SendPro C500 Base System Identifier |
| 1 | ZHD5 | USPS Rates with Metered Letter |
| 1 | ZHD7 | E Conf Services for Metered LTR, BDL |

Your Payment Plan

| Initial Term: 60 months | Initial Payment Amount: | |
|-------------------------|-------------------------|----------------------|
| Number of Months | Monthly Amount | Billed Quarterly at* |
| 60 | \$ 198.23 | \$ 594.69 |

*Does not include any applicable sales, use, or property taxes which will be billed separately.

Current amount → 692.76

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power® transaction fees included
- Purchase Power® transaction fees extra

Your Signature Below

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at <http://www.pb.com/states> and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below.

NASPO VALUEPOINT ADSP016-100897, 57415
State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

| | | |
|------------------|------------------------|------------------|
| Lynn Harrington | lynn.harrington@pb.com | |
| Account Rep Name | Email Address | PBGFS Acceptance |

NASPO ValuePoint FMV Lease Agreement (Option C)

| | | | | | | | | | | | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | | | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|

Agreement Number

Your Business Information

| | | | | | |
|-------------------------------------------------------|--|---------------------------------|----------------------------|---------------------------|--------------------------|
| Full Legal Name of Lessee / DBA Name of Lessee | | | Tax ID # (FEIN/TIN) | | |
| Van Buren County Judge | | | 263700881 | | |
| Sold-To: Address | | | | | |
| 121 Taft Dr, Spencer, TN, 38585-3007, US | | | | | |
| Sold-To: Contact Name | | Sold-To: Contact Phone # | | Sold-To: Account # | |
| Jessica Grissom | | 9319462314 | | 0010726816 | |
| Bill-To: Address | | | | | |
| PO BOX 217, SPENCER, TN, 38585-0217, US | | | | | |
| Bill-To: Contact Name | | Bill-To: Contact Phone # | | Bill-To: Account # | Bill-To: Email |
| Jessica Grissom | | 9319462314 | | 0017332493 | jesssupermom@outlook.com |
| Ship-To: Address | | | | | |
| 121 Taft Dr, Spencer, TN, 38585-3007, US | | | | | |
| Ship-To: Contact Name | | Ship-To: Contact Phone # | | Ship-To: Account # | |
| Jessica Grissom | | 9319462314 | | 0010726816 | |
| PO # | | | | | |
| | | | | | |

Your Business Needs

| Qty | Item | Business Solution Description |
|-----|--------------|------------------------------------------|
| 1 | SENDPROCAUTO | SendPro C Auto |
| 1 | 1E48 | SP100 Label Printer |
| 1 | 1FXA | Interface to InView Dashboard |
| 1 | 7H00 | C Series IMI Meter |
| 1 | 993-4B | DM400C Return Kit - Upgrade to 9H00 |
| 1 | APAC | Connect+ Accounting Weight Break Reports |
| 1 | APAX | Cost Acctg Accounts Level (100) |
| 1 | APB2 | Cost Accounting Devices (10) |
| 1 | APKN | Account List Import/Export |
| 1 | C5CC | Sendpro C Auto 95 |
| 1 | CAAB | Basic Cost Accounting |
| 1 | F9PG2 | PowerGuard LE Service Package |
| 1 | HZ86002 | Scale Opening Cover |
| 1 | ME1A | Meter Equipment - C Series |

| | | |
|---|--------|-----------------------------------------------------------------------------|
| 1 | MP81 | C Series Integrated Scale |
| 1 | PAB1 | C Series Premium App Bundle |
| 1 | PTJ1 | SendPro Online |
| 1 | PTJA | SendPro Basic 1 User |
| 1 | PTJN | Single User Access |
| 1 | PTK1 | Web Browser Integration |
| 1 | PTK2 | SendPro C Series Shipping Integration |
| 1 | SJS1 | C200 SoftGuard |
| 1 | STDSLA | Standard SLA-Equipment Service Agreement (for SendPro C Series - Version 4) |
| 1 | ZH24 | Manual Weight Entry |
| 1 | ZH27 | HZ02 65 LPM Speed |
| 1 | ZHC425 | SendPro C425 Base System Identifier |
| 1 | ZHD5 | USPS Rates with Metered Letter |
| 1 | ZHD7 | E Conf Services for Metered LTR. BDL |
| 1 | ZHWL | 5lb/3kg Weighing Option for MP81 |

Your Payment Plan

| Initial Term: 60 months | Initial Payment Amount: | |
|-------------------------|-------------------------|----------------------|
| Number of Months | Monthly Amount | Billed Quarterly at* |
| 60 | \$ 64.36 | \$ 193.08 |

*Does not include any applicable sales, use, or property taxes which will be billed separately.

Current amount → 196.26

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power® transaction fees included
- Purchase Power® transaction fees extra

Your Signature Below

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at <http://www.pb.com/states> and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below.

NASPO VALUEPOINT ADSPD16-169997, 57415
State/Entity's Contract#

Lessee Signature

Pitney Bowes Signature

Print Name

Print Name

Title

Title

Date

Date

Email Address

Sales Information

Cynthia Volpe

cynthia.volpe@pb.com

Account Rep Name

Email Address

PBGFS Acceptance

Adjournment

Mickey Robinson made a motion, second by William Maxwell to adjourn. All agreed by voice vote. Motion passed. Meeting adjourned at 7:010 p.m.

Chairman Joey Grissom

County Clerk Lisa Rigsby