

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

The Van Buren County Commission met in a Regular Meeting on February 28, 2023 at 6:00 p.m. at the Van Buren County Administrative Facility & Justice Center. The following action was taken as recorded in Minute Book, "T".

Call to Order

Sheriff Michael Brock called the Meeting to Order.

Roll Call

Members present: Michael Chandler, Cale Crain, Jordan Delong, Tabitha Denney, Terry Hickey, Dusty Madewell, Kenny Smith, and Brick Wall. Terry Hodges and Michael Woodlee were absent.

Also present: County Attorney Howard Upchurch, County Mayor David Sullivan, County Clerk Lisa Rigsby and Several Citizens from Van Buren County.

Prayer

Commissioner Dusty Madewell led us in prayer.

Pledge

Chairman Terry Hickey led us in the Pledge of Allegiance.

Approval of the Special Called Meeting January 31, 2023 Commission Minutes.

Commissioner Brick Wall made a motion, second by Tabitha Denney to approve the Minutes from the January 31, 2023 Meeting. All agreed by voice vote. 0-opposed. Motion passed.

Minutes from the Committee A Meeting

February 13, 2023

Roll Call: All Members present

Budget Amendment for Assessor of Property: Assessor of Property is requesting to move \$1,559.00 from line item 39000 to line item 52300-317. This money is coming from the Assessor of Property's Office and was already approved by the Full Commission on 11-01-2022. The amendment did not show what line item it was coming from and going to from that meeting. Motion was made by Tabitha Denney and seconded by Terry Hodges. Passed by all members.

Budget Amendment for General Fund to Maintenance and Repair: The Mayor's Office is requesting to move \$7,500.00 from line item 39000 to line item 51800-335 for maintenance and repair for all County buildings. The full Commission passed the first \$7,500 on January 17, 2023. Today line item 51800-335 has \$2,246.02. Motion made by Terry Hickey to approve and move to Full Commission, seconded by Jordan Delong. Passed by all members.

Budget Amendment for Sheriff's Department: The Sheriff's Department is requesting to move \$6,250.00 from line item 39000 to line item 54210-451 for new uniforms. This \$6,250.00 is part of a \$25,000.00 tech grant through CPC. The grant is set up for 4 years at \$6,250.00 per year to be spent. Motion made by Tabitha Denney to approve and seconded by Jordan Delong. Passed by all members.

1st Order of New Business: Van Buren County Board of Education is partnered with the Spencer Chamber of Commerce for the use of their building, located a 66 Sparta Street, through a lease. The Board of Education is in the process of creating a Family Resource Center. This will be a non-profit service provided through the school System. They are requesting that the property taxes be waived for the length of the lease which is for 20 years with a review every five years. Motion was made by Tabitha Denney to approve the lease and to have the back taxes reviewed on the property, seconded by Terry Hickey. Passed by all members.

2nd Order of New Business: The Assessor of Property is requesting to have \$3,333.00 to be moved from line item 39000 to line item 52300-317 to pay for updated computer programs. Motion made by Terry Hickey to approve the request and move to full Commission, seconded by Jordan Delong. Passed by all members.

Meeting Adjourn: Motion made by Mr. Hodges and seconded by Mr. Hickey.

Committee A Chairman Cale Crain went over all the Minutes from the February 13, 2023 Committee A Meeting and brought forward action that needs to be taken by the Full Commission.

Motion from Committee A: Property Assessor Computer from 39000 to 52300-317, \$1,599.00
Cale Crain made a motion, second by Michael Chandler to approve the Property Assessor's request to move \$1,559.00 from line item 39000 to line item 52300-317. All agreed by voice vote. 0-opposed. Motion passed. **Budget Amendment & Invoice as following:**

Van Buren Co. Executive
2022-2023

General Fund
Fund 101

Function	Obj.	Description	Explanation	Debit	Credit
52300 39000	317	ASSESSOR OF PROPERTY UNASSIGNED		\$ 1,559.00	\$ 1,559.00
			Total	\$ 1,559.00	\$ 1,559.00

Dell Technologies

DELL MARKETING L.P.
One Dell Way
Round Rock, TX 78682

FID Number: 74-2616805
Inquiries: www.dell.com/ordersupport/
Dell Online: http://www.dell.com

Invoice

Darlene Hale 12-12-2022

Emale 12-9-22

BILL TO:

VAN BUREN COUNTY MAYORS OFFICE
DARLENE HALE
121 TAFT DR
SPENCER, TN 38585

SHIP TO:

VAN BUREN COUNTY MAYORS OFFICE
DARLENE HALE
121 TAFT DR, VAN BUREN
COUNTY ASSESSOR OF PROPERTY
SPENCER, TN 38585

PLEASE REVIEW DELL'S [TERMS & CONDITIONS OF SALE AND POLICIES](#), WHICH GOVERN THIS TRANSACTION
[VIEW YOUR ORDER DETAILS ONLINE](#)

Invoice No: 10637321924 Customer No: 530029744010 Order No: 574593982 Page 1 of 3

Purchase Order:	6461	Sales Rep:	COREY KINSER
Payment Terms:	Due 30 days from the invoice date	Contract Code:	C00000013087
Due Date:	01/08/2023	Customer Agreement #:	49580 / MNWNC-108
Invoice Date:	12/09/2022	Contract Name:	Dell NASPO Computer Equipment PA - TN
Waybill Number:	622093126343	Shipped Via:	FEDERAL EXPRESS
Order Date:	12/02/2022		

Item Number	Description	Qty	Unit	Unit Price	Amount
210-BCTU	Precision 3460 SFF CTO BASE System Service Tags:3N9FRT3	1	EA	1,559.00	1,559.00
338-CDBF	Intel Core i7-12700 processor (25MB Cache, 12 Core (8P+4E), 2.1GHz to 4.9GHz (65W)) TDP	1	EA	-	-
412-AAZQ	HEATSINK for 65W CPU	1	EA	-	-
619-AQMP	Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	1	EA	-	-
658-BCSB	No Microsoft Office License Included	1	EA	-	-
321-BHIM	Precision 3460 SFF with 300W up to 92% efficient (80 Plus Platinum) PSU	1	EA	-	-

PLEASE KEEP ORIGINAL BOX FOR ALL RETURNS. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUBLIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

USD	
Sub-Total:	\$ 1,559.00
Ship. &/or Handling:	\$ 0.00
ENVIRO FEE:	\$ 0.00
Taxable:	\$ 0.00
Non-Taxable:	\$ 1,559.00
Invoice Total:	\$ 1,559.00

Dell Technologies

DETACH AT LINE AND RETURN WITH PAYMENT
 Invoice No: 10637321924
 Customer Name: VAN BUREN COUNTY MAYORS OFFICE
 Customer No: 530029744010
 PO No: 6461
 Order Number: 574593982

Make check payable / remit to :

DELL MARKETING L.P.
C/O Dell USA L.P.
PO Box 534118
Atlanta, GA 30353-4118

Electronics Payments
 Dell Marketing L.P.
 PNC Bank
 ABA#: 043-000-096
 Acct#: 1017304611
 Swift code : PNCCUS33

USD	
Sub-Total:	\$ 1,559.00
Ship. &/or Handling:	\$ 0.00
ENVIRO FEE:	\$ 0.00
Taxable:	\$ 0.00
Non-Taxable:	\$ 1,559.00
Invoice Total:	\$ 1,559.00
Balance Due:	\$ 1,559.00
Amount Enclosed:	

010637321924000000155900005300297440107

Amendment for Mayor's Office from 39000 to 51800 for Maintenance & Repair for \$7,500.00.

Cale Crain made a motion, second by Jordan Delong to approve to move \$7,500.00 from line item 39000 to line item 51800-335 for maintenance and repairs for all County Buildings. All approved by voice vote. 0-opposed. Motion passed. **Budget Amendment as following:**

Van Buren Co. Executive **General Fund**
2022-2023 **BUDGET AMENDMENT** **FUND 101**

Function	Obj.	Description	Explanation	Debit	Credit
51800 39000	335	MTN AND REPAIR FUND BALANCE	TO COVER MTN REPAIR	\$ 7,500.00	\$ 7,500.00
			Total	\$ 7,500.00	\$ 7,500.00

Budget Amendment for Sheriff's Department for 39000 to 54110 \$2,500.00 & 54210 \$3,750.00

Cale Crain made a motion, second by Brick Wall at the Sheriff's request to move \$6,250.00 from line item 39000 to line item 54210-451 for new uniforms. (Monies from a Grant) All agreed by voice vote. 0-opposed. Motion passed. **Budget Amendment as following:**

Budget Amendment for Property Assessor to cover ERSI Mapping from 52300 to 39000
\$3,333.00

Cale Crain made a motion, second by Dusty Madewell to approve the Assessor of Property's request for \$3,333.00 to be moved from line item 39000 to line item 52300-317 to use for updated computer programs. All agreed by voice vote. 0-opposed. Motion passed. **Budget Amendment as following:**

Van Buren Co. Executive **General Fund**
2022-2023 **BUDGET AMENDMENT** **FUND 101**

Function	Obj.	Description	Explanation	Debit	Credit
52300	317	DATA PROCESSING	ASSESSOR OF PROPERTY TO COVER MTN AND MAPS		\$ 3,333.00
39000		FUND BALANCE		\$ 3,333.00	
			Total	\$ 3,333.00	\$ 3,333.00

Motion to review current Property Taxes for 2022 for the Spencer Chamber of Commerce.

Van Buren County Board of Education is partnered with the Spencer Chamber of Commerce for the use of their building, located at 66 Sparta Street, through a lease. The Board of Education is in the process of creating a Family Resource Center. This will be a non-profit service provided through the School System. They are requesting that the property taxes be waived for the length of the lease which is for 20 years with a review every five years. The taxes are due now for the 2022/2023 on this property in the amount of \$1207.00. Chairman Terry Hickey asked the County Attorney Howard Upchurch, "Can we forgive the taxes for the 2022/2023?" Attorney Upchurch explain that you could exclude the property from taxation going forward per TCA 67-5-203 (excluding Government Property from Taxation) but not going back. Commissioner Kenny Smith wanted to know who owns the Building. Chairman Hickey explained, "As to his understanding the Chamber of Commerce owns the building and it was brought thru a Grant and cannot be sold." This lease agreement between the Board of Education and the Chamber of Commerce is for 20 years but will be re-examined every 5 year.

Cale Crain made a motion, seconded by Brick Wall to go forward to exclude the property from Taxation for the initial 5 year period lease and be reviewed in 5 years excluding paying the back taxes of \$1,207.00. (TCA 67-5-203, exempting government property from taxation.) All agreed by voice vote. 0-opposed. Motion passed. **Yr. 2022 Property tax statements as following:**

Motion to Approve Quarterly Reports for October, November, and December 2022 as printed.

Kenny Smith made a motion, seconded by Tabitha Denney to approve all Quarterly Reports. All approved by voice vote. 0-opposed. Motion passed.

Letter of Agreement for Opioid Abatement Fun Disbursement for Van Buren County Entitles.

The Tennessee General Assembly passed on May 24, 2021 the Opioid Abatement Fund after a settlement was reached in a higher Court. Van Buren County will receive \$28,073.08 in this settlement if the County chooses to. Mayor David Sullivan is requesting for the Commission to give him approval to sign this agreement for accepting these funds. The funds can only be used as the Opioid Abatement Council sees fit. On the attached agreement there is a list of remediation activities. After much discussion on this matter Cale Crain made a motion, second by Michael Chandler to approve. All approved by voice vote. 0-opposed. Motion passed. **Letter of Agreement is as following:**

**LETTER OF AGREEMENT:
OPIOID ABATEMENT FUND DISBURSEMENT AGREEMENT
FOR COUNTY ENTITIES**

Date: **Wednesday, February 1, 2023**

To: The Honorable *David Sullivan*
Van Buren County
121 Taft Drive, Spencer, TN 38585

From: Dr. Stephen Loyd, Chair of the Tennessee Opioid Abatement Council
Mary Shelton, Executive Director of the Tennessee Opioid Abatement Council

On May 24, 2021, the Tennessee General Assembly passed Public Chapter No. 491 establishing the Opioid Abatement Fund and the Opioid Abatement Council.

The Opioid Abatement Fund is the designated repository of funds that are either dedicated to opioid abatement or remediation or are otherwise directed to abatement or remediation and that are received by the state pursuant to a judgment on opioid-related claims, a recovery in bankruptcy on opioid-related claims, or a settlement of opioid-related claims. See Tenn. Code Ann. § 9-4-1304.

The Opioid Abatement Council is responsible for disbursing funds from the Opioid Abatement Fund. Pursuant to Tenn. Code Ann. § 33-11-103(p), for proceeds from the statewide opioid settlement agreements with McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, or Johnson & Johnson or affiliates or subsidiaries, thirty-five percent (35%) of the proceeds received shall be disbursed to counties that joined those settlements.

These funds allocated to counties *must be spent on opioid abatement and remediation purposes* that are specifically approved by the Opioid Abatement Council and included on a list of approved programs created by the Opioid Abatement Council. See Tenn. Code Ann. § 33-11-103(r), (s). Please see Attachment A for a list of these approved abatement and remediation activities.

In accordance with the above, the Opioid Abatement Council is disbursing **\$28,073.08** to **Van Buren County**.

If your county chooses to accept these funds, sign this agreement (include your taxpayer identification number and requested contact information) in the space provided below. Your signature serves as your county's acceptance of the following terms and conditions:

- a) Your county agrees to utilize this money only for approved opioid abatement and remediation activities outlined in Attachment A. By signing below, you, as the representative for your county, certifies that your county will only use these funds for the approved opioid abatement and remediation activities listed in Attachment A.
- b) Your county agrees to report on a semi-annual basis to the Opioid Abatement Council requested information. This request information may include, but not be limited to, the following:
 - (1) what abatement and remediation strategies on Attachment A your county funded with these funds,

- (2) the number of people served with these funds, when the funds were spent, and
- (3) the total amount of funds spent delineated per abatement and remediation strategy as identified on Attachment A.

More information on how to report this information will be sent to your county at a later date.

- c) If your county fails to fulfill the obligations under this agreement, the State shall have the right to seek restitution, pursuant to the laws of the State of Tennessee, against your county for payments made to your county under this agreement.
- d) Your county's records and documents, insofar as they relate to the performance of your county's obligations or to payments received under this agreement, shall be maintained in a manner consistent with the accounting procedures of the Comptroller of the Treasury, pursuant to Tenn. Code Ann. § 4-3-304 and applicable rules and regulations thereunder.
- e) The funds received shall be placed in an interest-bearing account until such time as they are used for the purposes set out in this agreement. The funds received shall be distributed to the county for an initial total time period of four years. The county shall obligate all funds for specific purposes as consistent with this agreement within the initial two-year time period of the four-year time period. At any time during the four-year time period, the county may spend the funds. At the expiration of the four-year time period, the unspent funds shall revert back to the State's Opioid Abatement Fund, unless the county requests in writing and receives approval from the Council for additional time. At the expiration of the four-year time period or at the end of any extension granted by the Council, if any portion of the funds are not expended, the unexpended portion plus any accrued interest shall be returned to the State's Opioid Abatement Fund. At the expiration of the four-year time period or at the end of the extension granted by the Council, if any portion of the funds are obligated but unspent and the Council has not approved an extension, the county shall be responsible for the obligation.

We encourage you to return these materials as soon as possible. The State is prepared to process this agreement and issue payment in a timely fashion, upon receipt of these materials.

If you should have any questions or comments or need any assistance responding to this request, please contact Mary Shelton, Executive Director of the Tennessee Opioid Abatement Council at 615-946-9193 or mary.shelton@tn.gov

Please retain a copy of this letter for your records.

On behalf of **Van Buren County**, I hereby agree to the aforementioned terms and conditions. By signing, I certify that **Van Buren County** will only use these funds for the approved opioid abatement and remediation activities listed in Attachment A.

Official's Signature

Date

Official's Name (please print)

Official's Title or Position

Official's Contact Information (phone/email)

Federal Taxpayer Identification Number

**Tennessee Opioid Abatement Council
Revised & Adopted September 30, 2022**

EXHIBIT E

**Tennessee's Opioid Abatement
Remediation Uses**

**Schedule A
Core Strategies**

- A. **NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES**
1. Expand training for first responders, schools, community support groups and families; and
 2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.
- B. **MEDICATION-ASSISTED TREATMENT ("MAT") DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT**
1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
 2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
 3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
 4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.
- C. **PREGNANT & POSTPARTUM WOMEN**
1. Expand Screening, Brief Intervention, and Referral to Treatment ("*SBIRT*") services to non-Medicaid eligible or uninsured pregnant women;
 2. Expand comprehensive evidence-based treatment and recovery services,

including MAT, for women with co- occurring Opioid Use Disorder ("OUD") and other Substance Use Disorder ("SUD")/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and

3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME ("NAS")

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant- need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. TREATMENT FOR INCARCERATED POPULATION

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. PREVENTION PROGRAMS

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);

2. Funding for evidence-based prevention programs in schools;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the CDC's Updated Clinical Practice Guideline for Prescribing Opioids, the Tennessee Department of Health Chronic Pain Guidelines, and current evidence;
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. EXPANDING SYRINGE SERVICE PROGRAMS

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE

**Schedule B
Approved Uses**

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder ("*OUD*") and any co-occurring Substance Use Disorder or Mental Health ("*SUDMH*") conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:²

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment ("*MAT*") approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine ("*ASAM*") continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs ("*OTPs*") to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such

trauma.

7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.
8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 ("*DATA 2000*") to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Disseminate web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD

- and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
 4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
 5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
 6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
 7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
 8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
 9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
 10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
 11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
 12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
 13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new

Americans.

14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have--or are at risk of developing-- OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions; including established strategies such as:
 1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative ("*PAARI*");
 2. Active outreach strategies such as the Drug Abuse Response Team ("*DART*")

model;

3. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion ("*LEAD*") model;
 5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 6. Co-responder and/or alternative responder models to address ODD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
 3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.
 4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
 5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
 6. Support critical time interventions ("*CTI*"), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
 7. Provide training on best practices for addressing the needs of criminal justice- involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or

other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome ("NAS"), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women---or women who could become pregnant---who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.
5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Provide enhanced family support and childcare services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed

behavioral health treatment for adverse childhood events.

9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
10. Provide support for Children's Services-Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the CDC's Updated Clinical Practice Guideline for Prescribing Opioids, the Tennessee Department of Health Chronic Pain Guidelines, and current evidence.
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs ("PDMPs"), including, but not limited to, improvements that:
 1. Increase the number of prescribers using PDMPs;
 2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction-including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration ("SAMHSA").
7. Engaging non-profits and faith-based communities as systems to support prevention.
8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and

student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co- occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“ADAM”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

Circuit Court Clerk's 60 Month Agreement for her copier.

Tabitha Denney made a motion, second by Cale Crain to approve the Circuit Court Clerk's 60 Month Agreement for her copier. This agreement is in the amount of \$138.14 monthly and needs the approval from the Full Commission. All agreed by voice vote. 0-opposed. Motion passed. **Technology Agreement as following:**



TECHNOLOGY AGREEMENT

AGREEMENT NO.: 1839199

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: Van Buren, County of FEDERAL TAX ID #:

ADDRESS: 500 College St Spencer TN 38585-3231

EQUIPMENT AND PAYMENT TERMS SEE ATTACHED SCHEDULE

Table with columns: TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES; NOT FINANCED UNDER THIS AGREEMENT; BEGINNING METER READING (B&W, COLOR); MONTHLY IMAGE ALLOWANCE (B&W, COLOR); EXCESS PER IMAGE CHARGE (PLUS TAX) (B&W, COLOR). Row 1: Xerox VersaLink B405, 1000, .0142.

EQUIPMENT LOCATION: As Stated Above METER FREQUENCY: Monthly

TERM IN MONTHS: 60 MONTHLY BASE PAYMENT AMOUNT: \$138.14 (*PLUS TAX)

ANALYST SUPPORT SERVICES OPTION (By selecting "YES" you agree that an Annual Analyst Support Services Payment of \$299 will be added to the Agreement's invoice once per year)

Do you wish to enroll in the Analyst Support Services Program? Yes

CONTRACT

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

CUSTOMER'S AUTHORIZED SIGNATURE

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.

(As Stated Above) X CUSTOMER SIGNATURE PRINT NAME & TITLE DATE

OWNER ("WE", "US", "OUR")

Visual Edge IT, Inc. OWNER SIGNATURE PRINT NAME & TITLE DATE

ADDITIONAL TERMS AND CONDITIONS

- 1. AGREEMENT. You want us to now provide you the equipment and/or software referenced herein, together with all replacements, parts, repairs, additions and accessories incorporated therein or attached thereto, excluding equipment marked as not financed under this Agreement ("Equipment") and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date.
2. NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT FOR THE ENTIRE TERM. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON.
3. IMAGE CHARGES AND OVERAGES. You are entitled to make the total number of images shown under Image Allowance (or Total Consolidated Image Allowance, if applicable) each period during the term of this Agreement.
4. EQUIPMENT USE. You will keep the Equipment in good working order, free and clear of all liens and claims, use it for business purposes only and not modify or move it from its initial location without our consent.
5. SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you.
6. POSTAGE DEVICES. Postage measurement devices referenced herein which are subject to a rental agreement between you and an authorized manufacturer ("Postage Manufacturer"), are not part of the Equipment and your use and the ownership of such devices will be governed exclusively by your rental agreement with the Postage Manufacturer.

7. **LIMITATION OF WARRANTIES.** EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

8. **ASSIGNMENT.** You may not sell, assign, or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations (including, but not limited to, any obligations to provide maintenance, service or supplies, whether set forth in paragraph 17 or otherwise) and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else.

9. **LOSS OR DAMAGE.** You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. Any insurance proceeds received relating to insurance you obtain will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify us and our assignee, if applicable, against any claims, losses, or damages, including attorney fees, in any way relating to the Equipment or data stored on it. In no event will we be liable for any consequential or indirect damages.

10. **INSURANCE.** You agree to maintain commercial general liability insurance acceptable to us and to include us as an additional insured on the policy. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as lender's loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to do so as provided in either (A) or (B) as follows, as determined in our discretion: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received relating to insurance we obtain pursuant to this subsection (A) will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. (B) We may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk administrative costs or other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS SECTION WILL RELIEVE YOU OF YOUR RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment.

11. **TAXES.** We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement, including estimated final-year personal property tax. If we pay any taxes or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. Sales or use tax due upfront will be payable over the term with a finance charge. If this Agreement is deemed to be a secured transaction, you hereby grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, to be released at the end of the term provided you have performed all of your obligations under this Agreement.

12. **END OF TERM.** At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew for an additional twelve-month period under the same terms unless a) we receive written notice from you, at least 60 but no more than 120 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.

13. **DEFAULT/REMEDIES.** You will be in default if: (a) you do not pay any payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other entity, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can terminate this Agreement and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, both discounted at 2% per annum; and we may disable or repossess the Equipment, require you to stop using any software and use all other legal remedies available to us. You agree to pay all costs and expenses (including reasonable attorney fees and repossession costs) we incur in any dispute with you related to this Agreement. You agree to pay us 1.5% interest per month on all past due amounts. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

14. **UCC.** If we assign rights in this Agreement for financing purposes, you agree that this Agreement, in the hands of our assignee, is, or shall be treated as, a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

15. **LIMITATION ON CHARGES.** This section controls over every other part of this Agreement and over all documents now or later pertaining to the Agreement. We both intend to comply with all applicable laws. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that could, but for this section, be read under any circumstance to allow for a charge higher than that allowable under applicable legal limit, is limited and modified by this section to limit the amounts chargeable under the Agreement to the maximum amount allowed under the legal limit. If in any circumstance, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally owed under the Agreement, or refunded to you.

16. **MISCELLANEOUS.** This Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders. Any fees and amounts payable under this Agreement, including any estimated tax payments, may include a profit to us. The parties agree that this Agreement and any related documents hereto may be authenticated by electronic means. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually. If a court finds any provision of this Agreement unenforceable, the remaining terms of this Agreement shall remain in effect. You authorize us to either insert or correct the Agreement number, serial numbers, model numbers, beginning date, and signature date. All other modifications to the Agreement must be in writing signed by each party. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: when you open an account or add any additional service, we will ask for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents.

17. **MAINTENANCE AND SUPPLIES. THE TERMS AND CONDITIONS BELOW APPLY TO THE SERVICES, SUPPLIES AND SERVICE PAYMENT ONLY:**

A. **BUSINESS HOURS; ACCESS.** Necessary service calls performed during normal business hours are included. "Normal business hours" shall mean 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays. You agree to provide us full and free access to the Equipment to provide the services. You shall provide free of charge or validated parking for service vehicles.

B. **KEY OPERATOR.** You must provide us with a "Key Operator" who will perform basic assignments and responsibilities as instructed by us. This agreement provides training of persons designated as Key Operators.

C. **CONSUMABLE SUPPLIES.** When the Equipment requires consumable supplies to operate, the following conditions apply: (a) it will be the manufacturer's average yields which are used to compute the amount of supplies provided to you with this agreement; (b) when the consumption of supplies exceeds the manufacturer's average yields, then we will, at our discretion, charge you for the consumable supplies required to complete the remaining copies/prints on this agreement; and (c) you agree to pay us any shipping charges on consumable supplies shipped to your location. The shipping charges will appear on your regular billing statement. Consumable supplies included are toner related items, developer and drums, staples (if applicable) and imaging consumables. Paper is not included. Subject to (b) above, consumable supplies remain our property and must be returned at the conclusion of the Agreement, and you agree to pay for any unused consumable items not returned to us at our then rates and terms.

D. **INCLUDED PARTS AND LABOR.** You agree to provide a suitable environment for the Equipment as specified by us, including adequate space and accessibility, electrical power, temperature control. We will furnish all the parts and labor (as specified or excluded herein) to keep the Equipment in good working order. If selected, we will provide you access to the Smart Center and Dark Web monitoring service. We will also conduct a cybersecurity review and evaluation and, upon completion, provide a Cybersecurity Executive Summary and scorecard. Maintenance will include lubrication, adjustments and preventative maintenance based upon the specific needs of the individual machine and the replacement of included parts and supplies, all deemed necessary by us. Parts required for repair may be recycled and reconditioned, and replaced parts become the property of us at our option.

E. **EXCLUSIONS.** Separate charges for repairs or replacement of parts due to the following shall be paid for by you at our current rates for service and parts at the time such service is performed: (a) repairs resulting from causes other than normal use, abuse or misuse by the operators (including without limitation damage to photo conductors) accident; theft; neglect; acts of third parties; fire; water, casualty or other natural force; (b) repairs made necessary by service performed by personnel other than us; (c) repair of damage or increase in service time caused by the use of any supply item which causes machine damage or excessive service or does not meet the manufacturer's minimum physical property guidelines or specifications; (d) repair of damage or increase in service time caused by the use of the Equipment for purposes other than for which designed, or beyond manufacturer's recommended usage, specifications, or applications; (e) service connected with relocation of Equipment; (f) adding or removing accessories; (g) service of accessories, attachments or devices not included as Equipment herein; (h) service calls resulting directly from operator error or neglect; (i) the discontinuation of parts support by the manufacturer or our inability to provide service due to any event beyond our control; (j) installing, removing, re-installing or maintenance of electrical, computer, cabling, software, and/or related equipment, accessories, attachments, option or other devices external to the Equipment. Refinishing the Equipment, inspecting altered Equipment or performing services connected with relocation of Equipment. Re-installation or addition of drivers. Troubleshooting, maintenance, or repair of your network issues.

F. **ANALYST SUPPORT SERVICES.** If selected (for an additional yearly charge), includes phone, remote, and onsite troubleshooting, diagnosis, and repair of issues relating to printing, scanning and faxing. Covers reloading and adding of drivers scan destinations, and address book entries. Our technicians must have access to your representative that has the computer and network administrator passwords. You are responsible for creation and maintenance of network infrastructure to support desired network MFP functions. Full reconnect print and scan after moving a machine is not covered. If not selected, such services will be performed at our then-current rates for each applicable service.

NON-APPROPRIATION ADDENDUM

This is an addendum ("Addendum") to and part of that certain agreement between Visual Edge IT, Inc. ("we", "us", "our") and Van Buren, County of ("Governmental Entity", "you", "your"), which agreement is identified in our records as agreement number 1839199 ("Agreement"). All capitalized terms used in this Addendum which are not defined herein shall have the meanings given to such terms in the Agreement.

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation.

The undersigned, as a representative of the Governmental Entity, agrees that this Addendum is made a part of the Agreement.

GOVERNMENTAL ENTITY'S AUTHORIZED SIGNATURE			
(As Stated Above)	X		
	SIGNATURE	PRINT NAME & TITLE	DATE
OUR SIGNATURE			
Visual Edge IT, Inc.			
	SIGNATURE	PRINT NAME & TITLE	DATE

Notary for Lisa Rigsby and Laurie Larty.

Jordan DeLong made a motion, second by Kenny Smith to approve the Notary for Lisa Rigsby and Laurie Larty. All agreed by voice vote. 0-opposed. Motion passed.

Old Business

None

New Business

1st Order of New Business: Budget Amendment (Liability Insurance & Forensic Medical)

Mayor David Sullivan was asking for approval in the amount of \$19,280.71 for liability Insurance and forensic medical because bills were more than what was budgeted in the 2022/2023 budget. Cale Crain made a motion, second by Michael Chandler to approve these budget amendments as present.

Upon roll call: Michael Chandler, Cale Crain, Jordan DeLong, Tabitha Denney, Terry Hickey, Dusty Madewell, and Brick Wall voted yes. Kenny Smith voted no. 7-yes votes. 1-no vote. No changes to any yes votes. Motion passed. **Budget Amendment as following:**

2nd Order of New Business: Register of Deeds, Data Processing money for a Plat scanner

Register of Deeds April Shockley was present requesting to use her Date Processing money to purchase a Plat Scanner. Mrs. Shockley has data processing money that is put into a reserve account that can only be used in the Register of Deeds Office. Cale Crain made a motion, second by Kenny Smith for her to use her own money out of Data Processing in the amount of \$16,236.00.

Upon roll call: Michael Chandler, Cale Crain, Jordan Delong, Tabitha Denney, Terry Hickey, Dusty Madewell, Kenny Smith, and Brick Wall voted yes. No changes to any yes vote. Motion passed.

Proposal as following:

PROPOSAL

i3-BIS, LLC
 DBA: Business Information Systems
 333 Industrial Park Road
 Piney Flats, TN 37686

Proposal Number: SAQ12519
 Proposal Date: 02/20/23
 Page: 1
 Date and Time: 02/20/23 8:45:26

Sell
 To: VAN BUREN CO TN REGISTER OF D
 April M. Shockley (Register)
 121 TAFT DRIVE
 SPENCER, TN 38585-3007

Ship Via
 Ship Date 02/20/23
 Terms Net 20

Customer ID VAN010
 SalesPerson Josh Hampton

Description	Unit	Qty	Unit Price	Total Price
[Van Buren County ROD Plat Scanner Quote]				
HP DesignJet T2600 MFP 36"	EA	1.00	12,708.00	12,708.00
WARRANTY - 3 YEAR - ON SITE	EACH	1.00	2,028.00	2,028.00
[Travel / Install / Daily Expense]				
Billable Travel Time	hour	2.00	150.00	300.00
Hardware Installation	hour	6.00	150.00	900.00
DAILY EXPENSES	day	1.00	300.00	300.00

Amount Subject to
 Sales Tax
 0.00

Amount Exempt
 from Sales Tax
 16,236.00

Subtotal: 16,236.00
 Invoice Discount: 0.00
 Total Sales Tax: 0.00
 Total: 16,236.00

Van Buren County Register of Deeds
Data Processing FY 2022/2023

Month	Beginning Balance	Receipts	Expenditures	Ending Balance
July	\$33,767.42	\$386.00	\$0.00	\$34,153.42
August	\$34,153.42	\$408.00	\$0.00	\$34,561.42
September	\$34,561.42	\$364.00	\$0.00	\$34,925.42
October	\$34,925.42	\$274.00	\$0.00	\$35,199.42
November	\$35,199.42	\$258.00	\$0.00	\$35,457.42
December	\$35,457.42	\$280.00	\$0.00	\$35,737.42
January	\$35,737.42	\$288.00	\$0.00	\$36,025.42
February				
March				
April				
May				
June				

April 11/23/23 DR



3rd Order of New Business: Damage Garage door at the Ambulance Service

Director of the EMS Tiwana Bricker was present at the Meeting with 4 bids to replace the Garage door at the Ambulance Service which was damaged and cannot completely close. County Mayor David Sullivan ask the County Attorney Mr. Upchurch would this have to be ran in the paper for bids. After much discussion on this matter, Tabitha Denney made a motion, second by Kenny Smith to approve Mid-State Garage Doors in Sparta, Tennessee in the amount of \$3,150.00 to fix the damaged Ambulance Service Door for security purposes.

Upon roll call: Michael Chandler, Cale Crain, Jordan Delong, Tabitha Denney, Terry Hickey, Dusty Madewell, Kenny Smith, and Brick Wall voted yes. No changes to any yes vote. Motion passed. **Bids as following:**

Van Buren County EMS
112 Generation Drive
Spencer, TN 38585
Phone: 931.946.8181 Fax: 931.946.8182

2/27/2023

Garage door quotes for 10' tall x 12' wide garage door with installation.

Mid-State Garage Doors in Sparta, TN
\$3,150

Dakota Door Sales in Morrison, TN
\$3,425

Garage Door Specialists in Crossville, TN
\$3,350

Access Garage Doors in Hixson, TN
\$3,500 – 4,000 + \$50 mobilization fee

Woolbright Garage Doors in Cookeville, TN
Would not quote due to being out of their range

Chairman Terry Hickey opened the floor if any Citizens had any concerns

Several Rocky River Road Residents were present at the Commission Meeting to address the Full Commission with one of the Homeowners speaking on their behalf. They have concerns about the Isha Foundation's Phase III development. Their concerns are a well which was recently drilled in the area and with over possible 200 extra lots as to the effects to the traffic increase on the road. After much discussion on this matter County Mayor David Sullivan suggested that the homeowners speak with Staff Planner Tommy Lee of the Van Buren County Planning Commission.

Adjournment

Tabitha Denney made a motion, seconded by Kenny Smith to adjourn. All agreed by voice vote. 0-opposed. Motion passed. Meeting adjourned at 6:49 p.m.

Chairman Terry Hickey

County Clerk Lisa Rigsby