

RESOLUTION

No. 2020 1 06 1 01

To the HONORABLE RICK BREWER, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 22nd day of June, 2020.

RESOLUTION IN REF: TO REQUEST UNCLAIMED BALANCE OF ACCOUNTS REMITTED TO STATE TREASURER UNDER UNCLAIMED PROPERTY ACT

WHEREAS, Tennessee Code Annotated, Sections 66-29-102 and 66-29-123, as amended by Public Chapter 401, Acts of 1985, provide that a municipality or county in Tennessee may request payment for the unclaimed balance of funds reported and remitted by or on behalf of the local government and its agencies if it exceeds one hundred dollars (\$100), less a proportionate share of the cost of administering the program; and,

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

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

WHEREAS, it is agreed that this local government will retain a sufficient amount to ensure prompt payment of allowed claims without deduction for administrative cost or service charge and that the balance of funds will be deposited in this local government's general fund;

NOW, THEREFORE BE IT RESOLVED that the county legislative body of Hawkins County requests the State Treasurer to pay the unclaimed balance of funds to it in accordance with the provisions of Tennessee Code Annotated, Section 66-29-121.

Introduced By Esq. John Metz, Chairman, Budget Comm.

ACTION: AYE NAY PASSED

Seconded By Esq. _____

Roll Call _____

Date Submitted 06-08-2020

Voice Vote _____

Nancy J. Davis
County Clerk

Absent _____

COMMITTEE ACTION

By: _____

Chairman _____

RESOLUTION

No. 2020 / 06 / 02

To the HONORABLE RICK BREWER, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 22nd day of June, 2020.

RESOLUTION IN REF: APPROVAL TO ACCEPT A RURAL PLANNING INITIATIVE (RuPI) GRANT, FY 2020-2021, FROM TDOT LONG RANGE PLANNING DIVISION AND THE FIRST TENNESSEE RURAL PLANNING ORGANIZATION, WITH NO LOCAL MATCHING FUNDS FOR HAWKINS COUNTY

WHEREAS, the TDOT Long Range Planning Division and First Tennessee Development District, is making available to local governments a grant, for the purpose of helping rural communities identify needs and promote solutions that lead to an interconnected community with efficient modes of transportation.

The grant funding will be up to \$25,000 for Hawkins County, Tennessee, with no local match. 100% of consultant services will be funded by TDOT for communities classified as Distressed or At-Risk, and the project will be administered by the Rural Planning Organization. These grant monies will be used to conduct a Hawkins County Schools Safety and ADA Accessibility Study.

NO FUNDING CAN BE USED TO SUPPORT RECURRING EXPENDITURES, SUCH AS SALARIES, DEBT ISSUANCE, OR EXISTING PROGRAMMING AND SERVICES. GRANT FUNDS FOR NEW BUILDING CONSTRUCTION ARE NOT PERMITTED.

THEREFORE, BE IT RESOLVED that should Hawkins County be awarded a grant, approval is given to accept said grant from the TDOT Long Range Planning Division and First Tennessee Rural Planning Organization (First Tennessee Development District) for the purpose of conducting a Hawkins County Schools Safety and ADA Accessibility Study.

FURTHER, THAT IT BE RESOLVED that County Mayor, Jim Lee, is authorized to sign all documents pertaining to this grant; second, that County Mayor, Jim Lee, shall appoint a Steering Committee to participate for the length of this study; and third, that the best of the ability of Hawkins County, the recommendations of the study will be implemented.

Introduced By Esq. BOB EDENS

Seconded By Esq. _____

Date Submitted 06-08-2020

Nancy L. Davis
County Clerk

By: _____

Chairman _____

Mayor's Action: _____
Jim Lee, County Mayor

ACTION: AYE NAY PASSED

Roll Call _____

Voice Vote _____

Absent _____

COMMITTEE ACTION

Approved _____ Veto _____

RESOLUTION NO. 2020 1 06 1 03

TO THE HONORABLE RICK BREWER, CHAIRMAN, AND MEMBERS OF THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 22nd DAY OF JUNE 2020.

RESOLUTION IN REF: 3 YEAR SOFTWARE AS A SERVICE AGREEMENT WITH TYLER TECHNOLOGIES, INC

WHEREAS, the Hawkins County Board of Education has approved the attached agreement for GPS and mapping for the Transportation Department, and now requests approval of said agreement by the Hawkins County Board of Commissioners.

NOW THEREFORE BE IT RESOLVED THAT the Hawkins County Board of Commissioners, meeting in regular session, June 22, 2020, go on record as passing this resolution.

Introduced by Esq. Keith Gibson

Estimated Cost: _____

Seconded by Esq. _____

Paid From _____ Fund

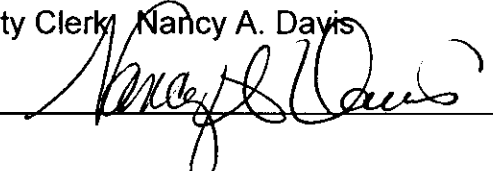
ACTION: Aye Nay

Date Submitted 06-08-2020

Roll Call _____

County Clerk, Nancy A. Davis

Voice Vote _____

By: 

Absent _____

COMMITTEE ACTION:

APPROVED

DISAPPROVED

CHAIRMAN: Rick Brewer

By: _____

Mayor: _____

Jim Lee

Mayor's Action: Approved _____ Veto _____



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement; and

WHEREAS, Tyler participated in the competitive bid process in response to Sourcewell (formerly National Joint Power Alliance) ("Sourcewell")'s RFP #110515 by submitting a proposal, on which Sourcewell awarded Tyler a Sourcewell contract, numbered 110515-TTI (hereinafter the "Sourcewell Contract"). Documentation of Sourcewell's competitive bid process, as well as Tyler's contract with and pricing information for Sourcewell, is available at <https://www.sourcewell-mn.gov/cooperative-purchasing/110515-tti>. This Agreement reflects Client's purchase off the Sourcewell Contract, which Tyler agreed to deliver pursuant to the Sourcewell Contract and the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means Hawkins County Schools.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date on which your authorized representative signs the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.

- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit E.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“Defined Vehicles”** means the number of vehicles identified in the Investment Summary for which Client is authorized to use the Tyler Software for routing, avl, field trips and other related K12 transportation activities.
- **“White Fleet Vehicles”** means the number of vehicles which are not used for routing, avl, field trips or other related K12 transportation activities for which Client is authorized to use the Tyler Software and is calculated by subtracting fifty percent (50%) from number of the Defined Vehicles. White Fleet Vehicles have reduced functionality and use the Tyler Software.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. **Rights Granted**. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Vehicles only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(8).
2. **SaaS Fees**. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Vehicles. You are permitted to exceed the number of licensed vehicles by twelve percent (12%) solely for the purpose of setting up spare vehicles. At no time may you actively use more than the number of vehicles licensed. You may exceed the number of Defined Vehicles by up to 50% only for the purpose of setting up White Fleet Vehicles, without paying additional SaaS fees.

3. Ownership.

3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(8), below, the SLA and our then current Support Call Process.

6. SaaS Services.

6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.

6.2 You will be hosted on shared hardware in a Tyler data center, but in a database dedicated to you, which is inaccessible to our other customers.

6.3 We have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said

declaration will not be unreasonably withheld.

- 6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.
- 6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule.
- 6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.8 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.9 For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies. Our data centers are accessible only by authorized personnel with a unique key entry. All other visitors must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

SECTION C – OTHER PROFESSIONAL SERVICES

1. Other Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in our industry standard implementation plan. We will finalize that documentation with you upon execution of this Agreement.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that where the fees shown in the Investment Summary are based on an estimated number of hours or days of work to be performed, that these amounts are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you, but we will not exceed any amount without first obtaining your permission. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted

hours.

3. Additional Services. The Investment Summary contains, and Exhibit D – Work Responsibilities describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, computer network, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other implementation obligations, including, without limitation, those set forth in Exhibit D (“Work Responsibilities”). This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
8. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 8.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version);
 - 8.2 provide telephone support during our established support hours;
 - 8.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software, in order to provide maintenance and support services;
 - 8.4 make available to you all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

8.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use GoToAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services, unless otherwise mutually agreed by the parties in writing: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

9. Expiration of Services. Training services for which payment has been made that are not used prior to twenty-four (24) months from the Effective Date of the Agreement shall expire without refund or credit of fees paid to Client.

SECTION D - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section D(2).
2. Invoice Disputes. If you believe any delivered product or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following

terms and conditions will apply:

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. In the event your use of equipment provided by us is terminated, you shall be liable for any reactivation fees or fees charged by wireless carriers for registering or attempting to register on the wireless carrier's network after such termination. We reserve the right to substitute hardware of equal or greater value for the same price.
2. Third Party Products Warranties.
 - 2.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
 - 2.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 2.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products. Third Party Hardware warranties may be included as exhibits to this Agreement or provided by us upon request.
3. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.
4. Spares. Should Geotab unit(s) purchased by Client pursuant to this Amendment be designated as "spare" unit(s). The intent of the parties is for Client to have a spare unit(s) on hand to use in the event a Geotab unit(s) purchased for live use fails. Client acknowledges and agrees that Client is prohibited from operating a spare unit and a unit purchased for live use at the same time. In the event Client operates both a spare unit and a unit purchased for live use at the same time for more than two (2) weeks while a unit purchased for live use is being deactivated or returned for repair, Client will be liable to Tyler for maintenance fees at then-current rates on both units for such period of coterminous use. Tyler will invoice Client maintenance fees on the active spare unit(s) in monthly increments from the date the spare unit was activated, with a three (3) month minimum. Once a spare unit has been activated, it cannot be turned off or suspended. Tyler reserves the right to audit Client's use of the Geotab unit(s) purchased from Tyler, to determine Client's compliance with this provision.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is three (3) years from the first day of the first month following connectivity to the software, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the

Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. **Termination.** This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

2.1 **Failure to Pay SaaS Fees.** You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

2.2 **For Cause.** If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

2.3 **Force Majeure.** Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

2.4 **Lack of Appropriations.** If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us, however, you agree not to substitute a similar service to fill the same need provided by us hereunder for a period of time equal to the duration of the initial term if this Agreement is terminated or not renewed solely due to lack of appropriations. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

2.5 **Fees for Termination without Cause during Initial Term.** If you terminate this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if we terminate this Agreement during the initial term for your failure to pay SaaS Fees, you shall pay us the following early termination fees:

- a. if you terminate during the first year of the initial term, 100% of the SaaS Fees through the date of termination plus 75% of the SaaS Fees then due for the remainder of the initial term;
- b. if you terminate during the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 50% of the SaaS Fees then due for the remainder of the initial term; and
- c. if you terminate during the third year of the initial term, 100% of the SaaS Fees through the date of termination plus 25% of the SaaS Fees then due for the remainder of the initial term.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. **Intellectual Property Infringement Indemnification.**

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
 - 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
 - 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
 - 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent.
2. General Indemnification.
 - 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
 - 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.
3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
 4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT,**

OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. **Taxes.** The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt

certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or

modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment

hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Contract Documents. This Agreement includes the following exhibits:

- Exhibit A Investment Summary
- Exhibit B Invoicing and Payment Policy
Schedule 1: Business Travel Policy
- Exhibit C Service Level Agreement
Schedule 1: Support Call Process
- Exhibit D Work Responsibilities
Schedule 1: Traversa Work Responsibilities
Schedule 2: Tyler Telematic GPS Work Responsibilities
- Exhibit E Third Party Terms
Schedule 1: HERE End User Terms
Schedule 2: Professional Hardware Installation Terms
Schedule 3: Return Merchandise Authorization Process
Schedule 4: Wireless Carrier & Equipment Provider Terms
Schedule 5: Geotab Equipment Warranty

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

Hawkins County Schools

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

Hawkins County Schools
200 North Depot Street
Rogersville, TN 37857
Attention: _____



Exhibit A Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Hawkins County Schools - Sourcewell Pricing
prices are valid until August 19 2020

2. Software as a Service		Quantity	Price	Extended	Discount	This Year Total	Year 2	Year 3
Traversa Core provided as SaaS for up to 120 vehicles		1	\$6,800.00	\$6,800.00	\$0.00	\$6,800.00	\$6,800.00	\$7,140.00
Traversa Reporting Tool provided as SaaS for up to 120 vehicles		1	inc.	inc.	\$0.00	inc.	inc.	inc.
Subtotal: Application Software Maintenance Fees				\$6,800.00	\$0.00	\$6,800.00	\$6,800.00	\$7,140.00
3. Services		Quantity	Price	Extended	Discount	This Year Total	Year 2	Year 3
Traversa Core Implementation		1	\$13,111.00	\$13,111.00	\$1,781.00	\$11,330.00		
- Includes online training								
Map, Source: local GIS		1	inc.	\$0.00	inc.	inc.		
Additional Maps: (none are included with this quote)								
My Geotab Orientation		1	\$1,500.00	\$1,500.00	\$0.00	\$1,500.00		
Project Management (hours) (1),(12)		1	\$1,250.00	\$1,250.00	\$0.00	\$1,250.00		
Run building services are not included								
Subtotal: Application Services				\$15,861.00	\$1,781.00	\$14,080.00	\$0.00	\$0.00
5. Telematics		Quantity	Price	Extended	Discount	This Year Total	Year 2 Renewal	Year 3 Renewal
Devices								
G09-Verizon	Single-mode LTE G09 device for the Verizon network	71	\$60.00	\$4,260.00		\$4,260.00		
Subtotal: Devices						\$4,260.00		
Support and Maintenance								
G09-Verizon-1	Verizon, US, All I/Os or use of telematics	71	\$288.00	\$20,448.00		\$20,448.00	\$20,448.00	\$21,470.40
Subtotal: Support and Maintenance						\$20,448.00	\$20,448.00	\$21,470.40
Installation								
Telematics Professional Install including (1)		1	\$7,525.00	\$7,525.00		\$7,525.00		
INST-G-P-0	Professional Installation - Geotab Unit, 0 I/Os up to 57 units							
INST-G-P-4	Professional Installation - Geotab Unit, 4 I/Os up to 14 units							
INST-G-SIT	Geotab Self Install Training	1 inc.	inc.	inc.				
Subtotal: Installation						\$7,525.00		
Harnesses								
HRN-GS09K2	Universal Heavy-Duty T-Harness Kit	57	\$40.00	\$2,280.00		\$2,280.00		
HRN-GS16K2	Universal OBDII T-Harness Kit	14	\$40.00	\$560.00		\$560.00		
IOX-AUXM	IOX Add-On for GOX for auxiliary support	14	\$50.00	\$700.00		\$700.00		
Subtotal: Harnesses						\$3,540.00		
Accessories								
SPR-INSTALLBAG	Mounting bracket and material for GOX. Includes 2 zip ties, 2 screws, and double-sided tape for the bra	71	\$5.00	\$355.00		\$355.00		
SHIPPING	Shipping and Handling	1	\$525.50	\$525.50		\$525.50		
Subtotal: Accessories						\$880.50	\$0.00	
Total One-Time Fees:						\$57,533.50		
Total Recurring Fees **:							\$27,248.00	\$28,610.40

** Subject to annual increase after Year 3

¹ Travel expenses for trainer and/or project manager to visit the user's site are not included and will be billed at actual costs

² Training Classes are limited to 5 persons and are delivered in 2 hour increments
Run building services are not included

Quote prepared on May 21, 2020

Signature _____



Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.

2. **Other Tyler Software and Services.**
 - 2.1 *Implementation and Other Professional Services:* Implementation services are billed and invoiced as follows, at the rates set forth in the Investment Summary: (a) 80% when the map is available to you in Tyler's data center; (b) 20% upon completion of implementation.

 - 2.2 *Other Professional Services:* Other professional services, such as route building, project management, consulting, additional product training, hardware installation, additional maps and self-installation training, are billed and invoiced as delivered.

3. **Third Party Products.**
 - 3.1 *Third Party Software Maintenance:* The first year maintenance fees for the Third Party Software, if any, is invoiced when we make that Third Party Software available to you for downloading and cover the period commencing the first day of the month following the date the Third Party Software was made available to you.

 - 3.2 *Third Party Hardware, Installation Services, Self-Installation Training Services and Shipping and Handling:* Third Party Hardware, installation services, and shipping and handling costs, if any, are invoiced upon completion of installation, in the event we are performing the installation. Third Party Hardware, self-installation training services and shipping and handling costs, if any, are invoiced upon delivery, in the event you are performing the installation.

 - 3.3 *Third Party Hardware Maintenance:* The first year maintenance fees for the Third Party Hardware are invoiced when installation/shipment takes place commencing as follows: (a) if installation/shipment occurs between the first day and fourteenth day of the month, maintenance shall commence on the first day of that month; or (b) if installation/shipment occurs between the fifteenth day and the last day of the month, maintenance shall commence on the first day of the following month. Subsequent maintenance fees for the Third Party Hardware are invoiced annually in advance of each anniversary thereof.

4. **Expenses.** The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank: Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104
ABA: 121000248
Account: 4124302472
Beneficiary: Tyler Technologies, Inc. – Operating



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will

be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up

to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C

SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. **Definitions.** Except as defined below, all defined terms have the meaning set forth in the Agreement.

Attainment: The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. **Service Availability**

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and

support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	5% credit of fee for affected calendar quarter will be posted to next billing cycle

You may request a report from us that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

V. Force Majeure

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.



**Exhibit C
Schedule 1
Support Call Process**

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the following hours:

All Year	7:30am-7:00pm EST Monday-Friday
August	9:00am-3:00pm EST Saturday

Clients may receive coverage across these time zones. Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D
Schedule 1
Traversa Work Responsibilities

Mapping

Tyler will provide Client access in Tyler's data center to a digitized map covering the area of the district, and essential roadways outside of the district commonly traveled for in-district students. Client will supply contact information for local GIS agency if available.

Student File Preparation

Tyler will train Client on the ASCII file layout as needed by the Client. During the import process, the student data will pass through a location process in the software.

Editorial Responsibilities

Tyler may periodically require Client to review district data. The timely and accurate review of this data is critical. Client will cause its employees or agents to perform the editing functions timely, accurately and to the best of their ability, and will notify Tyler when corrections are final. The information and data approved following the periodic review stages are the sole responsibility of Client. Alterations later requested or necessary which could have been made as part of this editing process are available in accordance with Section 7 of this Agreement. Tyler shall not be responsible for any failure to meet a written production schedule to the extent such failure is due, in whole or in part, to Client's failure to perform its work responsibilities timely and accurately.

Training

During the course of the Client implementation, Tyler will provide training in the use of the Tyler Software Products (the "Training"). Up to five (5) Client employees may attend the Training. Implementation Training is delivered on-line on weekdays, unless the parties agree to other arrangements. Should on-site Training be requested, travel expenses will be charged at actual cost, as incurred, in accordance with our then-current Business Travel Policy (available upon request). It is understood that the effectiveness of Training depends upon continuous attendance by all trainees, minimum interruptions, and the availability of one or more Client computers connected to Tyler's data center.

Training does not include installation services such as disk formatting, installing operating systems, installing hardware, installing non-Tyler software, equipment repairs or adjustment, or training in the use of Windows, local area networks, peer-to-peer networks, or communications software. Such services must be performed internally or obtained from third parties.



Exhibit D
Schedule 2
Tyler Telematic GPS Work Responsibilities

Hardware

Before Tyler can order hardware, Client will need to provide Tyler the following vehicle information. Tyler will provide Client an Excel spreadsheet to capture the following information:

- VIN
- Year
- Make
- Model
- Body
- Chassis
- Fuel Type

Tyler is responsible for order and shipment of hardware based on the vehicle list provided by the client.

All training and installation dates must be approved by the district in writing.

Self-Installation of Hardware - Tyler work with our installation vendor and Client to schedule training. There is a maximum of five (5) people allowed per training session. A total of four (4) to eight (8) contract hours of training are required. Additional training sessions can be purchased if there are more than five (5) people who need to receive training. Client will make available at least one (1) vehicle for each type of installation.

As part of the Self-Installation Training, district staff members will perform installation of GPS devices and related accessories, under the direction of Tyler's installation vendor. Training should take place in a shop or bus yard, whichever is conducive to weather conditions.

Tyler's installation vendor requires that the client have the following tools available:

- Battery powered drill
- Drill bit set and/or graduated drill bit
- Screw drivers (Phillips and straight blade)
- Electrical testing meter and 12 volt test light
- Black electrical tape (as specified in installation manual)
- Wire ties (assorted sizes)
- Hand wrenches in smaller sizes
- Solder
- Solder gun
- Flux

- Wire strippers
- Something to use for pulling wires if needed (3 – 4 foot maximum)
- 18 gauge wire (variety of colors) – necessity is dependent on GO device installation location, to extend auxiliary harness wires

Professional Installation of Hardware - If your proposal includes Professional Installation, Tyler will work with our installation vendor and Client to schedule the training and installation. There is a maximum of 5 people allowed per training session and a total of four (4) to eight (8) contract hours of training are required. Additional training sessions can be purchased if there are more than five (5) people at the Client who need training. Client will make available at least one (1) vehicle for each type of installation.

As part of training, district staff members will perform installation of GPS devices and related accessories, under the direction of Tyler's installation vendor. Training should take place in a shop or bus yard, whichever is conducive to weather conditions.

Training on Geotab and Versatrans Onscreen Software

Once hardware is installed, professionally or by Client, Tyler will provide training in the use of the Geotab and Versatrans Onscreen software. Up to five (5) Client employees may attend the training. Additional training sessions can be purchased if there are more than five (5) people who need to receive training. Training is delivered online on weekdays, unless the parties agree to other arrangements. It is understood that the effectiveness of training depends upon continuous attendance by all trainees, minimal interruption, and the availability of one or more client computers fully equipped to run the Tyler Software Products.

Training does not include installation services such as disk formatting, installing operating systems, installing non-Tyler software, equipment repairs or adjustments other than the GPS hardware that is being installed, or training in the use of Windows, local area networks, peer-to-peer networks, or communications software. Such services must be performed internally or obtained from third parties.



Exhibit E
Schedule 1
HERE End User Terms

Your receipt and use of the HERE data is subject to the following terms and conditions:

Use of Data. Your use of the HERE data is restricted to your own use for use with the Tyler Software. You are prohibited from using the HERE data with geographic data from competitors of HERE.

Reverse Engineering and Archiving. You are prohibited from reverse engineering or archiving the HERE data.

Export. You are prohibited from exporting the HERE data (or derivative thereof) except in compliance with applicable export laws, rules and regulations.

Cessation of Use. You will be required to cease using the HERE data if you fail to comply with the terms and conditions herein.

Regulatory and Third-Party Supplier Restrictions and Obligations. The applicable regulatory and third-party supplier restrictions and obligations (including copyright notices) are available for review at <https://legal.here.com/en-gb/terms/general-content-supplier-terms-and-notice>.

Commercial Item. The HERE data is a "commercial item", as that term is defined at 48 C.F.R. ("FAR") 2.101, and is licensed in accordance with the terms and conditions herein.

Disclaimer of Warranties. Any warranties, express or implied of quality, performance, merchantability, fitness for a particular purpose and non-infringement are hereby disclaimed. Tyler does not make or imply any warranties on behalf of HERE or its data suppliers.

Disclaimer of Liability. Liability is hereby disclaimed for any claim, demand or action, irrespective of the nature of the cause of the claim, demand or action arising out of the use or possession of the HERE data; or for any loss of profit, revenue, contracts or savings, or any other direct, indirect, incidental, special or consequential damages arising out of the use of, or inability to use the HERE data, any defect or inaccuracy in the HERE data, or the breach of these terms or conditions, whether in an action in contract or tort or based on a warranty, even if Tyler, HERE or their suppliers have been advised of the possibility of such damages. Tyler does not provide any right of liability or indemnity against HERE or its data suppliers.

© 1987 - 2018 HERE – All rights reserved



Exhibit E
Schedule 1
HERE End User Terms

Your receipt and use of the HERE data, if required, is subject to the following terms and conditions:

Use of Data. Your use of the HERE data is restricted to your own use for use with the Tyler Software. You are prohibited from using the HERE data with geographic data from competitors of HERE.

Reverse Engineering and Archiving. You are prohibited from reverse engineering or Archiving the HERE data.

Export. You are prohibited from exporting the HERE data (or derivative thereof) except in compliance with applicable export laws, rules and regulations.

Cessation of Use. You will be required to cease using the HERE data if you fail to comply with the terms and conditions herein.

Regulatory and Third-Party Supplier Restrictions and Obligations. The applicable regulatory and third-party supplier restrictions and obligations (including copyright notices) are available for review at <https://legal.here.com/en-gb/terms/general-content-supplier-terms-and-notice>.

Commercial Item. The HERE data is a "commercial item", as that term is defined at 48 C.F.R. ("FAR") 2.101, and is licensed in accordance with the terms and conditions herein.

Disclaimer of Warranties. Any warranties, express or implied of quality, performance, merchantability, fitness for a particular purpose and non-infringement are hereby disclaimed. Tyler does not make or imply any warranties on behalf of HERE or its data suppliers.

Disclaimer of Liability. Liability is hereby disclaimed for any claim, demand or action, irrespective of the nature of the cause of the claim, demand or action arising out of the use or possession of the HERE data; or for any loss of profit, revenue, contracts or savings, or any other direct, indirect, incidental, special or consequential damages arising out of the use of, or inability to use the HERE data, any defect or inaccuracy in the HERE data, or the breach of these terms or conditions, whether in an action in contract or tort or based on a warranty, even if Tyler, HERE or their suppliers have been advised of the possibility of such damages. Tyler does not provide any right of liability or indemnity against HERE or its data suppliers.

© 1987 - 2018 HERE – All rights reserved



Exhibit E
Schedule 2
Professional Hardware Installation Terms

The Investment Summary contains hardware installation services for the quoted number of vehicles.

Additional costs may apply to include both tech-day (see below) rates and travel expenses for unscheduled, unanticipated after hours or weekend installations, or expedited installations requested by Client.

Additional labor and/or parts charges may be required for non-standard vehicles, or installations outside the approved scope of work.

Listed prices do not cover extenuating circumstances beyond the control of Tyler (or Tyler's 3rd Party installer) that lengthen or delay the installation time. If additional time is required due to, but not limited to, any of the following, additional charges may apply: Inadequate lighting; non-covered space in poor weather conditions; power outages; dangerous work environment, etc.

If multiple vehicles are located at one site for installation, the Client shall make enough vehicles available for a technician to fill up one day of work (this will vary based on auxiliary connections, etc.). If Client chooses to not make all vehicles available and the installer must make two or more trips when one trip would have been sufficient to complete installation on all vehicles, then additional tech-day rates (plus travel expenses) may apply for such subsequent trips.

We warrant that the hardware installation services shall be performed in a professional, competent, and workmanlike manner. In the event a breach of this warranty is detected within one (1) year of installation, we shall re-perform such services at no additional cost to you. This warranty shall be void in the event you alter or modify the hardware installation settings in any manner.

Tyler (or Tyler's 3rd Party installer) will identify additional costs required in advance, and such costs shall only be incurred if approved by Client. Client acknowledges that a delay in providing such approval may negatively impact the timeliness of the provision of services.

During installation, Client will have personnel available to move vehicles if necessary.

Tech-Day Rate

\$900 per tech per day, plus travel expenses



Exhibit E
Schedule 3
Return Merchandise Authorization Process

GPS:

Tyler will provide advanced replacement of Geotab hardware devices covered under the Geotab warranty program, set forth in Exhibit D, Schedule 3. When an RMA is needed, Tyler customer support will arrange to have a replacement unit sent out in advance of Client returning the defective unit.

Client will contact Tyler Technologies customer support at 800-775-5556 for any telematics device-related issues. Tyler customer support will troubleshoot the devices to determine the best course of action. If it is determined that an in-warranty device must be replaced, an RMA number will be issued and a replacement device will be sent out to the customer-specified location. Tyler will not charge Client for outbound shipping of replacement hardware. Inbound shipping of the warranted unit is the responsibility of the Client.

Return shipping instructions will be provided to Client by Tyler for the inoperative device. Client must return the defective unit within thirty (30) days of receiving the RMA confirmation. Installation services for the replacement hardware are not included. Quotes for installation services will be provided by Tyler upon request.

Upon request, Tyler customer support will assist Client with setup of the replacement hardware in the software once installed.

Returned hardware will be tested and examined by Geotab to determine the applicability of the Geotab hardware warranty. If the returned hardware is determined to be uncovered by the applicable warranty for any reason, Client will be notified by Tyler. If replacement hardware is not covered, or if the defective unit is not returned within thirty (30) days, Tyler will invoice Client for the replacement hardware at Tyler's then-current rates. Payment is due within thirty (30) days of invoice.

Tyler Drive:

Advanced Unit Replacement (AUR)/RMA Process - Tyler will provide Advanced Unit Replacement (AUR) of tablets covered under the warranty program. When an AUR is needed, Tyler customer support will arrange to have a replacement unit sent out in advance of client returning the defective unit.

Client will contact Tyler Technologies customer support at 800-775-5556 for any tablet-related issues. Tyler customer support will troubleshoot the tablet to determine the best course of action. If it is determined that an in-warranty device must be replaced, an AUR number will be issued and a replacement device will be sent out to the customer-specified location. Tyler will not charge client for outbound shipping of replacement tablet. Inbound shipping of the warranted tablet is the responsibility of the client.

Return shipping instructions will be provided to client by Tyler for the inoperative device. The Advanced Unit Replacement (AUR), a replacement tablet will be shipped via overnight delivery to the address provided by client. Client will return the failed tablet (per the provided shipping instructions), including the SIM, in the

same box it was received, for testing. Client must return the defective unit within thirty (30) days of receiving the AUR confirmation. Installation services for the replacement hardware are not included. Quotes for installation services will be provided by Tyler upon request.

Upon request, Tyler customer support will assist client with setup of the replacement tablet(s).

Returned hardware will be tested and examined to determine the applicability of the tablet warranty. If the returned tablet is determined not to be covered by the applicable warranty for any reason, client will be notified by Tyler. If replacement hardware is not covered, or if the defective unit is not returned within thirty (30) days, Tyler will invoice client for the replacement hardware at Tyler's then-current rates. Payment is due within thirty (30) days of invoice.



Exhibit E
Schedule 4
Wireless Carrier & Equipment Provider Terms

Tyler Drive Hardware Terms and Conditions

1. **Warranty.** Tyler warrants the Tyler Hardware Products to be free from defects in workmanship and material, under normal use and service conditions for a period of one (1) year from date of purchase. Tyler's obligation under this warranty is limited to repairing or replacing, at Tyler's option, the product through one of its authorized service centers. This warranty will automatically be voided if the product is abused, or improperly or abnormally used. No other warranty beyond that specifically set forth above is authorized by Tyler.
2. **Installation and Acceptance.** Unless otherwise noted in the Investment Summary, the Tyler Software Product installation fee includes installation of the Tyler Hardware Products, provided, however, that additional charges for installation may be required in the event vehicles are not available for installation services when the installation personnel arrive at the client location. Upon completion of installation, Client will obtain from Tyler a certification of completion, or similar document, which will constitute Client's acceptance of the Tyler Hardware Products. Such acceptance will be final and conclusive except for latent defect, fraud, and a gross mistake as amount to fraud. In no event will Tyler be liable for any claims, losses, liabilities, damages, costs or expenses arising out of or in any way related to the installation of the Tyler Drive tablet, including, but not limited to, where on the vehicle the Tyler Drive tablet is installed. Client's use of the Tyler Drive tablet will operate as acknowledgement of, and agreement with, the foregoing disclaimer of liability.

We warrant that the hardware installation services shall be performed in a professional, competent, and workmanlike manner. In the event a breach of this warranty is detected within one (1) year of installation, we shall re-perform such services at no additional cost to you. This warranty shall be void in the event you alter or modify the hardware installation settings in any manner.

3. **Disclaimer of Liability.** In no event will Tyler be liable for any claims, losses, liabilities, damages, costs or expenses arising out of or in any way related to the operation of the vehicle on which the Tyler Drive tablet is installed. Client's installation and use of such Tyler Drive tablet will operate as acknowledgement of, and agreement with, the foregoing disclaimer of liability.
4. **Disclaimer for Installation of Tyler Drive Tablet.** In no event will Tyler be liable for any claims, losses, liabilities, damages, costs or expenses arising out of or in any way related to the installation of the Tyler Drive tablet, including, but not limited to, where on the vehicle the Tyler Drive tablet is installed. Your use of the Tyler Drive tablet will operate as your acknowledgement of, and agreement with, the foregoing disclaimer of liability.
5. **Site Requirements.** Client shall provide a suitable environment, location and space for the installation and operation of the Tyler Hardware Products.

Tyler Drive Software Terms and Conditions

1. Client's use of the Third Party Software is restricted to executable code.
2. Client is prohibited from (i) transferring the Third Party Software except for temporary CPU transfer in the event of computer malfunction; (ii) assigning, time-sharing, lending, leasing, or renting the Third Party Software or using for commercial network services or interactive cable or remote processing services.
3. Title to the Third Party Software shall not pass to Client or any other party.
4. Client is prohibited from reverse engineering, disassembling, or decompiling the Third Party Software and duplicating the Third Party Software except for a single archival copy. Reasonable Client backup copies are permitted.
5. To the extent permitted by applicable law, the software developer's and its licensors' liability for any damages or loss of any kind, whether direct, special, indirect, incidental, or consequential, arising from the use of the Third Party Software including, but not limited to, liability for use of Third Party Software in high-risk activities or liability related to any Data supplied by the software developer.
6. Client, at the time of termination of its Third Party Software license, is required to certify in writing to Tyler that Client has discontinued use and has destroyed or will return to Tyler all copies of the Third Party Software and Documentation.
7. Client is required to comply fully with all relevant export laws and regulations of the United States to ensure that Third Party Software, or any direct product thereof, is not exported, directly or indirectly, in violation of United States law.
8. Client is prohibited from removing or obscuring any software developer copyright, trademark notice, or restrictive legend.
9. All terms in the software developer click-through License Agreement (E204 and E300) included with Third Party Software are disclaimed. This Amendment is the sole agreement governing Client's use of the Third Party Software. Any warranty offered by Tyler on the Tyler Software Products shall only apply between Tyler and its client(s). The software developer does not offer any warranties or indemnities to Client for the Third Party Software.
10. Tyler may terminate Client's license in the event Client uses the Third Party Software separately from the Tyler Software Products, and require Client to acquire a Full Use Software license directly from the software developer to permit any further use of Third Party Software.
11. ANY THIRD PARTY SOFTWARE, PROGRAM MATERIALS, PREPRODUCTION MATERIALS, CONFIDENTIAL INFORMATION, OR TRADE SECRETS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. THE SOFTWARE DEVELOPER DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.
12. Tyler is prohibited from providing Client with updated versions of the Third Party Software in Tyler Software Products.

Tyler Drive Wireless Service Terms and Conditions

1. Under no circumstances shall wireless provider be responsible for or obligated to make any changes to its equipment, operations, network or systems to accommodate Client.
2. A mobile telephone number may be changed, reassigned or eliminated upon reasonable notice to Client under certain circumstances, including fraud prevention, area code changes, and regulatory or statutory law enforcement requirements.
3. All equipment activated on a wireless service line at a fixed location must be located by Client within the areas served by the wireless provider owned and operated network.
4. When a Client's wireless service line is terminated, Client shall cooperate with Tyler and the wireless provider to ensure that the equipment that was activated on that line does not register or attempt to

- register on the wireless provider's network.
5. WIRELESS PROVIDER AND ITS AFFILIATES AND CONTRACTORS MAKE NO WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, QUALITY, PERFORMANCE OR NON-INFRINGEMENT OF THE WIRELESS SERVICE OR EQUIPMENT OR THEIR USE IN CONNECTION WITH THE TYLER PROVIDED EQUIPMENT OR THE TYLER PRODUCT OR SERVICE. THE EQUIPMENT IS PROVIDED "AS IS." EQUIPMENT PURCHASED UNDER THIS AGREEMENT SHALL BE SUBJECT TO ANY WARRANTIES PROVIDED TO TYLER BY THE EQUIPMENT MANUFACTURER.
 6. WIRELESS PROVIDER AND ITS AFFILIATES AND CONTRACTORS WILL HAVE NO LIABILITY TO CLIENT:
 - A) IF CHANGES IN THE WIRELESS SERVICE OR IN THE WIRELESS PROVIDER NETWORK, SYSTEMS, OPERATIONS, EQUIPMENT, POLICIES OR PROCEDURES RENDER OBSOLETE OR OUTDATED ANY EQUIPMENT, HARDWARE, DEVICES OR SOFTWARE PROVIDED BY TYLER TO CLIENT IN CONJUNCTION WITH ITS USE OF THE TYLER PRODUCT OR SERVICE;
 - B) FOR ANY CAUSES OF ACTION, LOSSES OR DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF (I) MISTAKES, OMISSIONS, INTERRUPTIONS, ERRORS, OR DEFECTS IN FURNISHING WIRELESS SERVICE, (II) FAILURES OR DEFECTS IN THE WIRELESS PROVIDER NETWORK OR SYSTEMS, (III) USE OF THE TYLER PRODUCT OR SERVICE OR TYLER'S EQUIPMENT, OR (IV) DISABLING OF EQUIPMENT.
 - C) FOR ANY INJURY TO PERSONS OR PROPERTY, LOSSES (INCLUDING ANY LOSS OF BUSINESS), DAMAGES, CLAIMS OR DEMANDS OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, USE OR INABILITY TO USE THE WIRELESS SERVICE OR EQUIPMENT, RELIANCE BY CLIENT ON ANY DATA PROVIDED OR OBTAINED THROUGH USE OF THE WIRELESS SERVICE OR EQUIPMENT, ANY INTERRUPTION, DEFECT, ERROR, VIRUS, OR DELAY IN OPERATION OR TRANSMISSION, ANY FAILURE TO TRANSMIT OR ANY LOSS OF DATA ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. IN NO EVENT SHALL WIRELESS PROVIDER OR ITS VENDORS BE LIABLE FOR LOSSES, DAMAGES, CLAIMS OR EXPENSES OF ANY KIND ARISING OUT OF THE USE OR ATTEMPTED USE OF, OR THE INABILITY TO ACCESS, LIFE SUPPORT OR MONITORING SYSTEMS OR DEVICES, 911 OR E911, OR OTHER EMERGENCY NUMBERS OR SERVICES.
 7. IN NO EVENT SHALL WIRELESS PROVIDER, ITS AFFILIATES AND CONTRACTORS BE LIABLE TO END USER, OR ANY OF ITS EMPLOYEES OR AGENTS, OR ANY THIRD PARTY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.
 8. CLIENT EXPRESSLY UNDERSTANDS AND AGREES THAT IT HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING WIRELESS SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS AND THAT CLIENT IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN CLIENT AND THE UNDERLYING CARRIER. IN ADDITION, CLIENT ACKNOWLEDGES AND AGREES THAT THE UNDERLYING CARRIER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CLIENT AND CLIENT HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR.
 9. Wireless service uses radio technologies and is subject to transmission and service area limitations, interruptions and dropped calls caused by atmospheric, topographical or environmental conditions, cell site availability, equipment or its installation, governmental regulations, system limitations, maintenance or other conditions or activities affecting wireless service operation. Wireless service and/or features may not be available in all areas. Wireless service is only available within each applicable calling plan coverage area, within the operating range of the wireless systems, and with equipment that is authorized to operate on wireless provider's network.
 10. Due to regulatory requirements regarding wireless provider's network licenses, Client shall obtain wireless provider's prior approval and written agreement before it may install, deploy or use any regeneration equipment or similar mechanism (for example, a repeater) to originate, amplify, enhance, retransmit or regenerate wireless service. Wireless provider may terminate lines and, upon legal notice, may terminate this Agreement and pursue any other available remedies if Client violates this section.
 11. In order to protect the wireless provider's network, operations and other customers, wireless provider

may suspend or terminate service to affected lines if Client uses the wireless service or equipment: (a) in an illegal or unauthorized manner (including "spamming" or other abusive messaging); (b) in a manner prohibited by the applicable plan, option, feature or application; or (c) in a manner that has an adverse impact on wireless provider's network, operations or customers. If Client continues using the wireless service in such a manner, wireless provider may deny activation to new wireless service lines or, upon legal notice, may terminate this Agreement.

Hardware Maintenance Services

The Maintenance Agreement for software is effective upon installation of the Tyler Hardware Products and shall remain in force for a one (1) year term. Upon expiration of this Maintenance Agreement, Client may renew the Maintenance Agreement for subsequent one (1) year periods at the then-current Application Software Maintenance Fees.

1. **Maintenance Services Terms, Conditions, Limitations and Exclusions.** For as long as a current Maintenance Agreement is in place, Tyler shall:

In a professional, good and workmanlike manner, perform its obligations in accordance with Tyler's then current support call process in order to conform the Tyler Hardware Products to the applicable warranty under this Agreement. If Client modifies the Tyler Hardware Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on and warrant the Tyler Software Products shall be void. Tyler reserves the right to suspend services if Client fails to pay undisputed Hardware Maintenance Fees within sixty (60) calendar days of the due date.

2. **Client Responsibilities.** Client shall provide, at no charge to Tyler, full and free access to the Tyler Hardware Products if required including but not limited to: remote access, working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide maintenance services set forth herein.
3. In the event Client terminates this Agreement prior to twenty-four (24) months from the Effective Date, Client will pay Tyler an early termination fee equal to Fifty Dollars (\$50) per Tyler Drive device. In the event Client subsequently elects to contract with Tyler for support on Client's Tyler Drive devices, Client will be liable to Tyler for back maintenance fees from the date of termination and a reactivation fee per device at the then-current rate.
4. The year one (1) Tyler Drive hardware support term for professionally-installed devices shall commence on the earlier of i) ninety (90) days from shipment of the Tyler Drive devices to Client; or ii) installation of the Tyler Drive devices.

5.



Exhibit E
Schedule 5
Geotab Equipment Warranty

GEOTAB warrants that during the Warranty Period each Product (including beta products obtained through the GEOTAB beta program, but excluding other test or demonstration products or product versions) will perform in accordance with the written specifications that GEOTAB issues with respect to such Product, subject to the limitations and conditions set forth in GEOTAB's specifications and this Agreement, when used in accordance with GEOTAB's documentation and specifications. "Warranty Period" means either: (a) the one-year period commencing on the activation date; or (b) the lifetime of the device, provided that the device is activated on certain rate plans (currently the ProPlus rate plan and any other rate plan as announced by GEOTAB from time to time ("Limited Lifetime Warranty")). Provided Client properly completes and GEOTAB receives from Client, directly or through an authorized reseller, a justified written warranty claim and, if applicable, all affected devices (returned at Client's expense to the reseller from whom Client purchased the devices or as otherwise specified by GEOTAB), prior to the expiration of the Warranty Period, GEOTAB will either repair or replace such device or use commercially reasonable efforts to correct any material defects in software and services. GEOTAB reserves the right to replace any device and software with a more current version or model or refurbished device units in GEOTAB's sole discretion. GEOTAB also reserves the right to charge Client return shipping and a reasonable service fee if GEOTAB determines that Client's warranty claim was not justified. The remaining Warranty Period for any purchased Products GEOTAB repairs or replaces under warranty is deemed to be the greater of: (aa) the actual remaining Warranty Period for the replaced or repaired Product; and (bb) 90 days following the completion of such repair or replacement. Additionally, under the Limited Lifetime Warranty GEOTAB will replace the device in accordance with the process specified above if the network on which the device operates no longer provides adequate coverage in Client's usage area (as determined by GEOTAB in GEOTAB's discretion). To the maximum extent permitted by applicable law, the foregoing constitutes Client's sole and exclusive remedy and GEOTAB's sole and exclusive obligation for any breach of the foregoing warranty.

Warranty claims must be submitted promptly after the date when Client noticed the defect. In order to make a warranty claim, Client may be required to prove that the installation did not cause the defects or failures of the Product, unless the installation was performed by a GEOTAB -certified installer. Any products, services or items made or supplied by third parties (including vehicles tracked with our Products) are not covered by our limited warranty and GEOTAB is not responsible for malfunctions by or in such products, services or items. Client may need to purchase, license or procure products, software, data or services from third parties to enable the full use or functionality of GEOTAB's Products. Client is responsible for ensuring that all such third party products, software, data or services meet GEOTAB's minimum requirements, including without limitation, processing speed, memory, client software, internet access, internet or other communication channel bandwidth.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GEOTAB DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY TERMS, REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, QUIET ENJOYMENT OR QUIET POSSESSION AND THOSE ARISING BY STATUTE OR IN LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GEOTAB CANNOT AND DOES NOT REPRESENT, WARRANT OR COVENANT THAT: (A) ANY OF THE PRODUCTS WILL MEET CLIENT'S BUSINESS OR OTHER REQUIREMENTS; (B) THE PRODUCTS WILL OPERATE OR BE PROVIDED WITHOUT INTERRUPTION; (C) THE PRODUCTS WILL BE ERROR-FREE, VIRUS-FREE OR THAT THE RESULTS OBTAINED FROM THEIR USE WILL BE ACCURATE, RELIABLE OR CURRENT (D) ANY ERRORS IN THE PRODUCTS CAN BE CORRECTED

OR FOUND IN ORDER TO BE CORRECTED. MOREOVER, GEOTAB DOES NOT ENDORSE, AND MAKES NO REPRESENTATION, OR WARRANTY WITH RESPECT TO, AND ASSUMES NO RESPONSIBILITY, OBLIGATION OR LIABILITY FOR, ANY NON-GEOTAB PRODUCTS, SOFTWARE, DATA OR SERVICES INCLUDING BUT NOT LIMITED TO WIRELESS SERVICES, MAPPING SERVICES, POSTED ROAD SPEED SERVICES, INTERNET BANDWIDTH AND CLOUD STORAGE.

NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING LOSS OF REVENUE OR PROFITS, LOSS OF DATA, BUSINESS INFORMATION OR LOSS OF USE THEREOF, FAILURE TO REALIZE EXPECTED PROFITS OR SAVINGS, COST OF CAPITAL, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF GOODWILL OR ANY OTHER NON-DIRECT, PECUNIARY, COMMERCIAL OR ECONOMIC LOSS OR DAMAGE OF ANY KIND WHETHER FORESEEN OR UNFORESEEN ARISING FROM OR INCIDENTAL TO THIS AGREEMENT. FOR GREATER CERTAINTY, THE FOREGOING LIMITATIONS AND EXCLUSIONS OF LIABILITY SHALL NOT APPLY TO (A) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER; OR (B) INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

GEOTAB makes no representation nor provides any warranty with respect to third party software. Third party software not manufactured by GEOTAB is limited, in warranty and guarantee, to the warranty and/or guarantee of the supplier and expires upon the expiration of such warranty. GEOTAB will not be responsible for updating or fixing any errors or inconsistencies in the third party software.

It is understood that GEOTAB has no special knowledge of Client's operation or requirements and Client confirms and agrees that the GEOTAB Equipment are purchased because of the independent determination by Client of its suitability for intended use.

In the event Client discontinues support services on Client's GPS devices and subsequently desires to reinstate such services, Client will be required to repurchase the GPS devices at the then-current rate.

RESOLUTION

NO. 2020/06/04

To the HONORABLE RICK BREWER, Chairman, and Members of the Hawkins County Board of Commissioners in Regular Session, met this 22ND day of JUNE, 2020.

RESOLUTION IN REF: DESIGNATE FUNDS RECEIVED FROM THE GOVERNORS LOCAL SUPPORT GRANT TO BE USED TO FUND WATER LINE EXTENTIONS IN THE CARTERS VALLEY AREA NEAR THE LANDFILL.

WHEREAS, several Hawkins County residents residing in the area of Gravelly Valley Road, Cobb Road and Mt. Zion Road are in need of potable water; and,

WHEREAS, previous attempts to secure grant funding for said waterline extension has been unsuccessful; and,

WHEREAS, the attached letter from the Tennessee Department of Health states that a public water supply would be the safest option for the residents of that area and would alleviate potential health issues caused by the bacteria, E.coli and metals levels found in the water samples and,

WHEREAS, Governor Bill Lee has announced 200 million in grants will be distributed to every city and county government across the State of Tennessee for one-time local expenses in the fiscal year 2021 with each county receiving at least \$500,000 and,

THEREFORE, BE IT RESOLVED that any and all funds received from the Governors Local Support Grant be designated to fund water line extensions in the Carters Valley Road area of Gravelly Valley Road, Cobb Road and Mt. Zion Road of Hawkins County.

FUTHER BE IT RESOLVED that this resolution is sponsored by Commissioners Danny Alvis, Charles Thacker and Charles Housewright.

INTRODUCED BY: Danny Alvis ACTION AYE NAY PASSED

SECONDED BY : _____ ROLL CALL _____

DATE SUBMITTED: 06-08-2020 VOICE VOTE _____

COUNTY CLERK ABSENT _____

BY: _____ COMMITTEE ACTION

CHAIRMAN Approved Disapproved

Jim Lee, Mayor Mayor's Action: Approved Veto



Ken Rea
First Tennessee Development District
Northeast Tennessee Economic Development Corporation
3211 N. Roan Street.
Johnson City, TN 37601

February 21, 2020

Dear Mr. Rea,

Thank you for reaching out to the Tennessee Department of Health's Safe Water for Community Health Program (SafeWATCH) for assistance with residential private drinking water testing.

Water samples were collected by TDH staff during December 17-19, 2019 in the Gravely Valley and Cobb Road community of Surgoinsville. Samples were tested according to EPA Standard Methods at our TDH public health laboratories in Nashville and Knoxville. The TDH laboratories are state certified drinking water laboratories.

Samples were collected from residential water systems with wells or springs as their source of water. Samples were tested for bacteria, inorganic metals and radon.

Twenty samples (80%) were positive for bacteria in the coliform group, 6 of these were also positive for *E.coli*. Five had total coliform concentrations of greater than 2,420 which is higher than our instrumentation can measure. The water systems testing negative were from homes using a water filtration device. Residents consuming non-treated water in this area are at risk of exposure to waterborne bacteria, viruses and parasites from fecal matter in their drinking water. Infection with these pathogens can cause severe disease, especially in young children, older people, or those who have a weakened immune system.

Radon concentrations in household water for 14 (56%) households were at or near the draft EPA Maximum Contaminant Level (MCL) of 300 pCi/L. Radon in the household water supply not only contributes to an increased risk for lung cancer when the water is used inside the home (especially during showering), but it is also associated with an increased risk of gastrointestinal cancers when this water is ingested.

Detections of aluminum, boron, copper and lead are concerning. Low levels of lead were detected in 76% of household water samples. It is possible that lead levels are higher than was measured during this sampling event as these samples were collected during the day when water had been in use. There is no safe level of lead in drinking water, especially if children or pregnant women are consuming the water.

Aluminum concentrations in three households were within the range of concern based on Secondary EPA MCLs. Two households had concentrations of boron and copper above the CDC Agency for Toxic Substances and Disease Registry's Minimum Risk Level set for children based on dose calculations.



Given these water test results and the proximity of homes to the Carter Valley landfill, a public water supply would be the safest option for these residents. A public water supply would alleviate potential health issues caused by the bacteria, *E. coli* and metals levels found in these sources of water and would promote better health for residents of this community.

Please contact me with any additional questions or concerns, 615-253-8664 or e-mail, Judy.Manners@tn.gov.

Sincerely,

A handwritten signature in cursive script that reads "Judy Manners".

Judy Manners, MS, REHS/RS
Environmental Health Specialist
Tennessee Department of Health
710 James Robertson Parkway
Nashville, Tennessee 37243

RESOLUTION

No. 2020 / 06 / 05

To the HONORABLE RICK BREWER, Chairman, and Members of the Hawkins County Board of 6 Commission in Regular Session, met this 22nd day of June, 2020.

RESOLUTION IN REF: APPROVAL OF (2) STATUTORY BONDS FOR CLERK & MASTER OF CHANCERY COURT BEGINNING JULY 1, 2020 AND ENDING JUNE 30, 2026

WHEREAS, the State of Tennessee requires that certain County public officials hold Official Statutory Bonds in accordance with the provisions of Title 8, Chapter 19, Tennessee Code Annotated, and

WHEREAS, a statutory bond for Brent Price, appointed Clerk & Master of Chancery Court, Hawkins County, Tennessee, in the amount of One Hundred Thousand Dollars (\$100,000), and a statutory bond for the Clerk & Master as Receiver, in the amount of Fifty Thousand (\$50,00), is required to be approved by County Commission and duly signed and recorded by the applicable officials before being forwarded to the Hawkins County Clerk's Office, and

WHEREAS, attached is a copy of said bond.

NOW, THEREFORE, BE IT RESOLVED THAT the two (2) statutory bonds for the Clerk & Master of Chancery Court of Hawkins County, Tennessee, in the amount of One Hundred Thousand Dollars (\$100,000) and Fifty Thousand (\$50,00), be approved by the Hawkins County Board of Commissioners, as required by Tennessee Code Annotated.

Introduced By Esq. John Metz,

Seconded By Esq. _____

Date Submitted 06-08-2020

County Clerk _____

By: Nancy D. Davis

Chairman _____

Mayor _____
Jim Lee, County Mayor

ACTION: AYE NAY PASSED

Roll Call _____

Voice Vote _____

Absent _____

COMMITTEE ACTION

Mayor's Action: Approved _____ Veto _____



SURETY'S BOND NO. LSM1440706

STATE OF TENNESSEE
COUNTY OF Hawkins

OFFICIAL STATUTORY BOND
FOR
COUNTY PUBLIC OFFICIALS
Clerk & Master

OFFICE OF _____

KNOW ALL MEN BY THESE PRESENTS:

That Danny Brent Price of Rogersville (City or Town),
County of Hawkins Tennessee, as Principal, and
RLI Insurance Company as Surety, are held and firmly bound unto THE STATE OF TENNESSEE in the full
amount of One Hundred Thousand and 00/100 Dollars
(\$ 100,000.00) lawful money of the United States of America for the full and prompt payment whereof we bind ourselves, our
representatives, successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

WHEREAS, The said Principal was duly elected appointed to the office of _____
Clerk & Master of and for Hawkins
County for the 6 year term beginning on the 1st day of July, 2020, and ending on the 1st day of
July, 2026.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH:

- That if the said Danny Brent Price, Principal, shall:
1. Faithfully perform the duties of the office of Clerk & Master
of Hawkins County during such person's term of office or his continuance therein; and,
 2. Pay over to the persons authorized by law to receive them, all moneys, properties, or things of value that may come into such Principal's hands
during such Principal's term of office or continuance therein without fraud or delay, and shall faithfully and safely keep all records required in
such Principal's official capacity, and at the expiration of the term, or in case of resignation or removal from office, shall turn over to the
successor all records and property which have come into such Principal's hands, then this obligation shall be null and void; otherwise to remain
in full force and effect.

WITNESS our hands and seals this 1st day of June, 2020.

WITNESS-ATTEST:

[Signature]

PRINCIPAL:

Danny Brent Price
[Signature]

SURETY:

RLI Insurance Company
by: [Signature]
Vice President
Barton W. Davis



COUNTERSIGNED BY:

N/A
Tennessee Resident Agent

(Attach evidence of authority to execute bond)

ACKNOWLEDGMENT OF PRINCIPAL

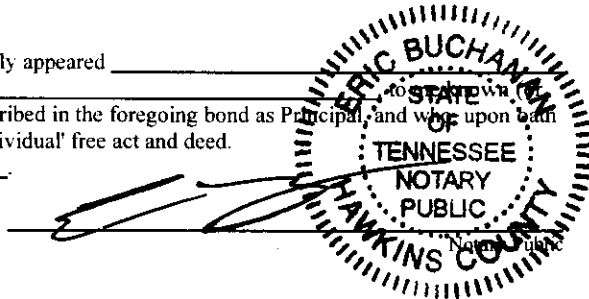
STATE OF Tennessee
COUNTY OF Hawkins

Before me, a Notary Public, of the State and County aforesaid, personally appeared _____
Danny Brent Price

(proved to me on the basis of satisfactory evidence) to be the individual described in the foregoing bond as Principal, and who, upon oath
acknowledged that such individual executed the foregoing bond as such individual's free act and deed.

Witness my hand and seal this 5 day of June, 2020.

My Commission Expires:
10-1-22



(over)

POWER OF ATTORNEY

RLI Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

Bond No. LSM1440706

That the RLI Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: Barton W. Davis in the City of Peoria, State of Illinois, as its true and lawful Agent and Vice President, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Five Million and 00/100 Dollars (\$ 5,000,000.00) for any single obligation, and specifically for the following described bond.

Principal: Danny Brent Price
Obligee: State of Tennessee
Type Bond: County Public Official
Bond Amount: \$ 100,000.00
Effective Date: July 1, 2020

The RLI Insurance Company further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its Vice President with its corporate seal affixed this 1st day of June, 2020.



RLI Insurance Company
By: Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

On this 1st day of June, 2020, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Glover
Catherine D. Glover Notary Public



CERTIFICATE

I, the undersigned officer of RLI Insurance Company do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company this 1st day of June, 2020.

RLI Insurance Company
By: Jeffrey D. Dick Corporate Secretary

ACKNOWLEDGMENT OF SURETY

STATE OF Illinois
COUNTY OF Peoria

Before me, a Notary Public, of the State and County aforesaid, personally appeared Barton W. Davis with whom I am personally acquainted and, who, upon oath, acknowledged himself/herself to be the individual who executed the foregoing bond on behalf of RLI Insurance Company, the within named Surety, a corporation duly licensed to do business in the State of Tennessee, and that he/she as such individual being authorized so to do, executed the foregoing bond on behalf of the Surety, by signing the name of the corporation by himself/herself as such individual.

Witness my hand and seal this 1st day of June, 2020.

My Commission Expires:

3/24/2024



Catherine D. Glover

Catherine D. Glover

Notary Public

APPROVAL AND CERTIFICATION

SECTION I. (Applicable to all County Officials except Clerks of all Courts)

Bond and Sureties approved by _____, County Executive/Mayor of _____ County, on this _____ day of _____.

Signed:

County Executive/Mayor

CERTIFICATION:

I, _____, County Clerk of _____ County, hereby certify that the foregoing bond was approved by the Legislative Body of said county, in open session on the _____ day of _____, and entered upon the minutes thereof.

Signed:

County Clerk

SECTION II. (Applicable to all Clerks of all Courts)

CERTIFICATION:

This is to certify that I have examined the foregoing bond and found the same to be sufficient and in conformity to law, that the sureties on the same are good and worth the penalty thereof and that the same has been entered upon the minutes of said court.

Signed:

Judge of the _____ Court of and for said County on this _____ day of _____.

SECTION III. (Applicable to all County Officials' Bonds)

FOR USE BY REGISTER OF DEEDS

SECTION IV. (Applicable to all County Officials' Bonds)

ENDORSEMENT:

Filed with the Office of the County Clerk, County of _____, this _____ day of _____.

Signed:

County Clerk

Form Prescribed by the Comptroller of the Treasury, State of Tennessee
Form Approved by the Attorney General, State of Tennessee



SURETY'S BOND NO. LSM1440708

STATE OF TENNESSEE
COUNTY OF Hawkins

OFFICIAL STATUTORY BOND
FOR
COUNTY PUBLIC OFFICIALS

OFFICE OF Clerk & Master for Receiver

KNOW ALL MEN BY THESE PRESENTS:

That Danny Brent Price of Rogersville (City or Town),
County of Hawkins Tennessee, as Principal, and
RLI Insurance Company as Surety, are held and firmly bound unto THE STATE OF TENNESSEE in the full
amount of Fifty Thousand and 00/100 Dollars
(\$ 50,000.00) lawful money of the United States of America for the full and prompt payment whereof we bind ourselves, our
representatives, successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

WHEREAS, The said Principal was duly elected appointed to the office of Clerk & Master for Receiver
of and for Hawkins
County for the 6 year term beginning on the 1st day of July, 2020, and ending on the 1st day of
July, 2026.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH:

- That if the said Danny Brent Price, Principal, shall:
1. Faithfully perform the duties of the office of Clerk & Master for Receiver
of Hawkins County during such person's term of office or his continuance therein; and,
 2. Pay over to the persons authorized by law to receive them, all moneys, properties, or things of value that may come into such Principal's hands
during such Principal's term of office or continuance therein without fraud or delay, and shall faithfully and safely keep all records required in
such Principal's official capacity, and at the expiration of the term, or in case of resignation or removal from office, shall turn over to the
successor all records and property which have come into such Principal's hands, then this obligation shall be null and void; otherwise to remain
in full force and effect.

WITNESS our hands and seals this 1st day of June, 2020.

WITNESS-ATTEST:

PRINCIPAL:

Danny Brent Price

SURETY:

RLI Insurance Company

by: B. W. Davis

Vice President

Barton W. Davis

(Attach evidence of authority to execute bond)

COUNTERSIGNED BY:

N/A

Tennessee Resident Agent



ACKNOWLEDGMENT OF PRINCIPAL

STATE OF Tennessee
COUNTY OF Hawkins

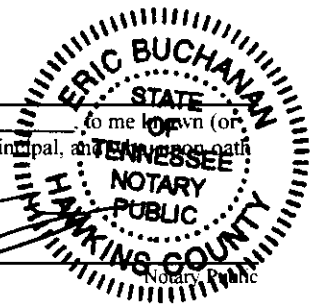
Before me, a Notary Public, of the State and County aforesaid, personally appeared Danny Brent Price

proved to me on the basis of satisfactory evidence) to be the individual described in the foregoing bond as Principal, and he (or she) personally
acknowledged that such individual executed the foregoing bond as such individual's free act and deed.

Witness my hand and seal this 5 day of June, 2020

My Commission Expires:

10-1-22



(over)

POWER OF ATTORNEY

RLI Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

Bond No. LSM1440708

That the RLI Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: Barton W. Davis in the City of Peoria, State of Illinois, as its true and lawful Agent and Vice President, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Five Million and 00/100 Dollars (\$ 5,000,000.00) for any single obligation, and specifically for the following described bond.

Principal: Danny Brent Price
Obligee: State of Tennessee
Type Bond: County Public Official
Bond Amount: \$ 50,000.00
Effective Date: July 1, 2020

The RLI Insurance Company further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its Vice President with its corporate seal affixed this 1st day of June, 2020.



RLI Insurance Company

By: B. W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 1st day of June, 2020, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Glover
Catherine D. Glover Notary Public

I, the undersigned officer of RLI Insurance Company do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company this 1st day of June, 2020.

RLI Insurance Company
By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary



ACKNOWLEDGMENT OF SURETY

STATE OF Illinois
COUNTY OF Peoria

Before me, a Notary Public, of the State and County aforesaid, personally appeared Barton W. Davis with whom I am personally acquainted and, who, upon oath, acknowledged himself/herself to be the individual who executed the foregoing bond on behalf of RLL Insurance Company, the within named Surety, a corporation duly licensed to do business in the State of Tennessee, and that he/she as such individual being authorized so to do, executed the foregoing bond on behalf of the Surety, by signing the name of the corporation by himself/herself as such individual.

Witness my hand and seal this 1st day of June, 2020.

My Commission Expires:

3/24/2024



Catherine D. Glover

Catherine D. Glover

Notary Public

APPROVAL AND CERTIFICATION

SECTION I. (Applicable to all County Officials except Clerks of all Courts)

Bond and Sureties approved by _____, County Executive/Mayor of _____ County, on this _____ day of _____.

Signed:

County Executive/Mayor

CERTIFICATION:

I, _____, County Clerk of _____ County, hereby certify that the foregoing bond was approved by the Legislative Body of said county, in open session on the _____ day of _____, and entered upon the minutes thereof.

Signed:

County Clerk

SECTION II. (Applicable to all Clerks of all Courts)

CERTIFICATION:

This is to certify that I have examined the foregoing bond and found the same to be sufficient and in conformity to law, that the sureties on the same are good and worth the penalty thereof and that the same has been entered upon the minutes of said court.

Signed:

Judge of the _____ Court of and for said
County on this _____ day of _____.

SECTION III. (Applicable to all County Officials' Bonds)

FOR USE BY REGISTER OF DEEDS

SECTION IV. (Applicable to all County Officials' Bonds)

ENDORSEMENT:

Filed with the Office of the County Clerk, County of _____, this _____ day of _____.

Signed:

County Clerk

Form Prescribed by the Comptroller of the Treasury, State of Tennessee
Form Approved by the Attorney General, State of Tennessee

RESOLUTION

2020-06-06

To the HONORABLE ROCK BREWER, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 22nd day of June, 2020.

RESOLUTION IN REF: APPROVAL OF RENEWAL OF STATUTORY BOND FOR FIRST DISTRICT CONSTABLE FOR TERM OF OFFICE BEGINNING May 26, 2020 AND ENDING MAY 26, 2021

WHEREAS, the State of Tennessee requires that certain County public officials hold Official Statutory Bonds in accordance with the provisions of Title 8, Chapter 19, Tennessee Code Annotated, an

WHEREAS, the following bond renewal is required to be approved by County Commission and duly signed and recorded by the applicable officials before being filed in the County Clerk's Office:

Appointed June 24, 2019
Constable – District 1, Ryan Christian \$ 10,000.00

NOW, THEREFORE, BE IT RESOLVED THAT the 1 year statutory bond for the above official be approved by the Hawkins County Board of Commissioners as required by Tennessee Code Annotated. Renewal period is May 26, 2020 until May 26, 2021.

Introduced By Esq. Syble Trent

Seconded By Esq. _____

Date Submitted 06-08-2020

[Signature]
County Clerk

By: _____

Chairman _____

Mayor _____
Jim Lee

ACTION: AYE NAY PASSED

Roll Call _____

Voice Vote _____

Absent _____

COMMITTEE ACTION

Mayor's Action: Approved _____ Veto _____



SURETY'S BOND NO. LSM1440472

STATE OF TENNESSEE
COUNTY OF Hawkins

OFFICIAL STATUTORY BOND
FOR
COUNTY PUBLIC OFFICIALS

OFFICE OF Constable

KNOW ALL MEN BY THESE PRESENTS:

That Ryan Douglas Christian of Mt Carmel (City or Town),
County of Hawkins Tennessee, as Principal, and
RLI Insurance Company as Surety, are held and firmly bound unto THE STATE OF TENNESSEE in the full
amount of Ten Thousand and 00/100 Dollars
(\$ 10,000.00) lawful money of the United States of America for the full and prompt payment whereof we bind ourselves, our
representatives, successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

WHEREAS, The said Principal was duly elected appointed to the office of Constable
of and for Hawkins
County for the 1 year term beginning on the 26th day of May, 2020, and ending on the 26th day of
May, 2021.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH:

That if the said Ryan Douglas Christian, Principal, shall:

1. Faithfully perform the duties of the office of Constable
of Hawkins County during such person's term of office or his continuance therein; and,
2. Pay over to the persons authorized by law to receive them, all moneys, properties, or things of value that may come into such Principal's hands during such Principal's term of office or continuance therein without fraud or delay, and shall faithfully and safely keep all records required in such Principal's official capacity, and at the expiration of the term, or in case of resignation or removal from office, shall turn over to the successor all records and property which have come into such Principal's hands, then this obligation shall be null and void; otherwise to remain in full force and effect.

WITNESS our hands and seals this 26th day of May, 2020.

WITNESS-ATTEST:

Brendee P. Miller

PRINCIPAL:

Ryan Douglas Christian

SURETY:

RLI Insurance Company

by: Barton W. Davis
Vice President
Barton W. Davis



COUNTERSIGNED BY:

N/A
Tennessee Resident Agent

(Attach evidence of authority to execute bond)

ACKNOWLEDGMENT OF PRINCIPAL

STATE OF Tennessee
COUNTY OF Hawkins

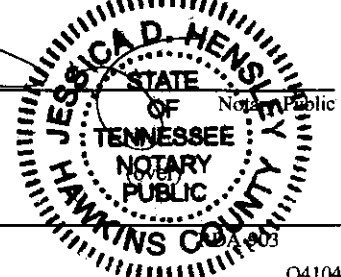
Before me, a Notary Public, of the State and County aforesaid, personally appeared Ryan Douglas Christian
Ryan Douglas Christian

to me known (or proved to me on the basis of satisfactory evidence) to be the individual described in the foregoing bond as Principal, and who, upon oath acknowledged that such individual executed the foregoing bond as such individual' free act and deed.

Witness my hand and seal this 27th day of May, 2020.

My Commission Expires: 7 31 22

Jessica D. Hensley



POWER OF ATTORNEY

RLI Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

Bond No. LSM1440472

That the RLI Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: Barton W. Davis in the City of Peoria, State of Illinois, as its true and lawful Agent and Vice President, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Five Million and 00/100 Dollars (\$ 5,000,000.00) for any single obligation, and specifically for the following described bond.

Principal: Ryan Douglas Christian
Obligee: State of Tennessee
Type Bond: County Public Official
Bond Amount: \$ 10,000.00
Effective Date: May 26, 2020

The RLI Insurance Company further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its Vice President with its corporate seal affixed this 26th day of May, 2020.



RLI Insurance Company
By: Barton W. Davis
Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 26th day of May, 2020, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of RLI Insurance Company do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company this 26th day of May, 2020.

By: Catherine D. Glover
Catherine D. Glover Notary Public

RLI Insurance Company
By: Jeffrey D. Dick
Corporate Secretary



ACKNOWLEDGMENT OF SURETY

STATE OF Illinois
COUNTY OF Peoria

Before me, a Notary Public, of the State and County aforesaid, personally appeared Barton W. Davis with whom I am personally acquainted and, who, upon oath, acknowledged himself/herself to be the individual who executed the foregoing bond on behalf of RLI Insurance Company, the within named Surety, a corporation duly licensed to do business in the State of Tennessee, and that he/she as such individual being authorized so to do, executed the foregoing bond on behalf of the Surety, by signing the name of the corporation by himself/herself as such individual.

Witness my hand and seal this 26th day of May, 2020.
My Commission Expires: 3/24/2024



Catherine D. Glover
Catherine D. Glover Notary Public

APPROVAL AND CERTIFICATION

SECTION I. (Applicable to all County Officials except Clerks of all Courts)

Bond and Sureties approved by Jin Lee, County Executive/Mayor of Hawkins County, on this 27 day of May, 2020.

Signed: Jin Lee
County Executive/Mayor

CERTIFICATION:

I, _____, County Clerk of _____ County, hereby certify that the foregoing bond was approved by the Legislative Body of said county, in open session on the _____ day of _____, and entered upon the minutes thereof.

Signed: _____
County Clerk

SECTION II. (Applicable to all Clerks of all Courts)

CERTIFICATION:

This is to certify that I have examined the foregoing bond and found the same to be sufficient and in conformity to law, that the sureties on the same are good and worth the penalty thereof and that the same has been entered upon the minutes of said court.

Signed: _____
Judge of the _____ Court of and for said County on this _____ day of _____.

SECTION III. (Applicable to all County Officials' Bonds)
FOR USE BY REGISTER OF DEEDS

BK/PG: 1351/56-58
20003369

3 PGS:AL-COUNTY OFFICIAL BOND	
JUDY BATCH: 127728	
05/27/2020 - 10:36:09 AM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	15.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	17.00

STATE OF TENNESSEE, HAWKINS COUNTY
JUDY KIRKPATRICK
REGISTER OF DEEDS

SECTION IV. (Applicable to all County Officials' Bonds)

ENDORSEMENT:

Filed with the Office of the County Clerk, County of _____, to

Signed: _____
County Clerk

Form Prescribed by the Comptroller of the Treasury, State of Tennessee
Form Approved by the Attorney General, State of Tennessee

RESOLUTION

No. 2020, 06, 07

To the HONORABLE RICK BREWER, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 22nd day of June, 2020.

RESOLUTION IN REF: APPROVAL TO APPLY FOR AND ACCEPT A TOURISM ENHANCEMENT GRANT UP TO \$75,000, FROM TENNESSEE DEPARTMENT OF TOURIST DEVELOPMENT, WITH 10% LOCAL MATCHING FUNDS FOR HAWKINS COUNTY TO UPGRADE FACILITIES OF LAUREL RUN PARK

WHEREAS, the Tennessee Department of Tourism Development, is making available to local governments a grant, as the grant was developed to help communities improve their tourism assets and increase tourism related-economic impact.

The grant funding will be up to \$75,000 for Hawkins County, Tennessee, with a 10% local match. The grant funds will be used to upgrade facilities of Laurel Run Park in hopes to increase tourism to the area.

NO FUNDING CAN BE USED TO SUPPORT PROJECTS THAT TARGET LOCAL COMMUNITY INFRASTRUCTURE, WITH LIMITED TOURISM-RELATED PROGRAMMING; ANY PROJECT ON PRIVATE PROPERTY; MARKETING, ADVERTISING, OR BILLBOARDS; OFFICE SUPPLIES OR BASIC OPERATING COSTS; ENTERTAINMENT, FOOD, AND BEVERAGES; TRAVEL EXPENSES, MEDICAL, ACCOUNTING, LEGAL FEES, OR SALARIES; OR PRIZES OR PRIZE MONEY, SCHOLARSHIPS, AWARDS, PLAQUES, T-SHIRTS, UNIFORMS, CERTIFICATES, OR ANY OTHER PROMOTIONAL ITEMS. ELIGIBLE PROJECTS ARE SUSTAINABLE PROJECTS THAT WILL TARGET LOCAL TOURISM ASSET INFRASTRUCTURE AND PLANNING NEEDS INCLUDING IMPROVEMENTS TO EXISTING ASSETS.

That the application is due on July 15, 2020.

THEREFORE, BE IT RESOLVED approval is given to apply for and accept said grant, if awarded, from the Tennessee Department of Tourism Enhancement in the amount up to \$75,000 with a 10% local match for upgrades to facilities of Laurel Run Park, including. Further, that County Mayor, Jim Lee, is authorized to sign all documents pertaining to this grant;

Introduced By Esq. Glenda Davis
Seconded By Esq.
Date Submitted 06-08-2020
County Clerk
By:
Chairman
Mayor's Action: Jim Lee, County Mayor

ACTION: AYE NAY PASSED
Roll Call
Voice Vote
Absent
COMMITTEE ACTION
Approved Veto

TO THE HONORABLE RICK BREWER, CHAIRMAN, AND MEMBERS OF THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 22TH DAY OF JUNE, 2020.

RESOLUTION IN REFERENCE: BUDGET AMENDMENT - GENERAL FUND

The following budget amendments are being requested as listed below:

Account Number	Description	Current Budget	Increase	Decrease	Amended Budget
COUNTY BUILDINGS					
Increase Expenditure			Increase		
51800-304	Architects	5,000.00	4,000.00		9,000.00
51800-335	Maintenance & Repair services- Buildings	40,000.00	5,000.00		45,000.00
51800-707	Building Improvements	130,000.00	46,000.00		176,000.00
51800-790	Other Equipment	5,000.00	3,000.00		8,000.00
Decrease Expenditure				Decrease	
51800-307	Communication	28,100.00		(16,000.00)	12,100.00
51800-399	Other Contracted Services	108,000.00		(30,000.00)	78,000.00
51800-708	Communication Equipment	20,000.00		(3,000.00)	17,000.00
51800-711	Furniture and Fixtures	5,000.00		(4,000.00)	1,000.00
51800-799	Other Capital Outlay	25,000.00		(5,000.00)	20,000.00
Sub-total Expenditures		\$ 366,100.00	\$ 58,000.00	\$ (58,000.00)	\$ 366,100.00
The above increase in Architects is to cover the cost associated with the Church Hill Health Dept. roof project.					
The increase in Maint. & Repair Services-Buildings is needed for repairs for HVAC units. The increase in Building Improvements is needed to complete the Church Hill Health Dept. roof project. The increase in Other Equipment is additional funds needed for electronic door lock and cameras for admin building. Funding from transfers within County Buildings budget no new money required.					
PARKS & FAIR BOARDS					
Increase Expenditure			Increase		
56700-338	Maintenance & Repair services- Vehicle	2,000.00	200.00		2,200.00
56700-399	Other Contracted Services	1,000.00	800.00		1,800.00
56700-409	Crushed Stone	1,000.00	1,050.00		2,050.00
56700-410	Custodial Supplies	4,000.00	210.00		4,210.00
56700-799	Other Capital Outlay	30,000.00	3,000.00		33,000.00
Decrease Expenditure				Decrease	
56700-442	Propane Gas	1,000.00		(800.00)	200.00
56700-790	Other Equipment	1,500.00		(1,460.00)	40.00
56700-791	Other Construction	3,000.00		(3,000.00)	0.00
Sub-total Expenditures		43,500.00	5,260.00	(5,260.00)	43,500.00
The above increase in Maint. & Repairs Services-Vehicle is for repairs to the park supervisor vehicle. The increase in Other Contracted Services is additional funds for hauling crushed stone. The increase in Crushed Stone is due to flooding washing away gravel in parking lots. The increase in Custodial supplies is for cleaning supplies for Covid19. The increase in Other Capital Outlay is for the purchase of new grills for the Park. Funding will come from transfers within the Parks budget, no new money.					
		Current Budget	Increase	Decrease	Amended Budget
Page Totals- Expenditures		\$ 409,600.00	\$ 63,260.00	\$ (63,260.00)	\$ 409,600.00

INTRODUCED BY: John Metz

ESTIMATED COST _____

SECONDED BY: _____

PAID FROM _____ GENERAL FUND

ACTION: AYE NAY

DATE SUBMITTED 06-08-2020

ROLL CALL _____

COUNTY CLERK NANCY A. DAVIS

VOICE VOTE _____

BY: Nancy A. Davis

ABSENT _____

APPROVED _____ DISAPPROVED _____

COMMITTEE ACTION: _____

CHAIRMAN: _____

Mayor Jim Lee

Mayor's Action: Approved _____ Veto _____

Budget Amendment: General Fund
County Commission Meeting
Date: JUNE 22, 2020

Account Number	Description				
	SHERIFF'S OFFICE	Current Budget			Amended Budget
	Increase Expenditure		Increase		
54110-187	Overtime	97,000.00	25,000.00		122,000.00
54110-189	Other Salaries & Wages	25,000.00	7,000.00		32,000.00
54110-338	Maint. & Repair Services-Vehicles	70,000.00	41,613.00		111,613.00
54110-431	Law Enforcement Supplies	20,000.00	2,000.00		22,000.00
54110-513	Worker's Compensation Insurance	8,800.00	7,239.00		16,039.00
	Decrease Expenditure			Decrease	
54110-106	Deputies	1,154,743.00		(32,000.00)	1,122,743.00
54110-201	Social Security	204,439.00		(7,239.00)	197,200.00
54110-425	Gasoline	180,000.00		(12,000.00)	168,000.00
	Decrease Reserve			Decrease	
34725	Assigned for Public Safety	23,952.00		(23,952.00)	0.00
	Increase Revenue		Increase		
49700	Insurance Recovery	0.00	7,661.00		7,661.00
	Sub-total Expenditures & Reserves	\$ 1,783,934.00	\$ 82,852.00	\$ (75,191.00)	\$ 1,791,595.00
	Sub-total Revenues	\$ 0.00	\$ 7,661.00	\$ 0.00	\$ 7,661.00
The above increase in Overtime is needed to cover cost of overtime hours officers have worked. The increase in Other Salaries & Wages is to cover the cost of annual leave for termed or retired officers. The increase in Maint. & Repair Services- Vehicles is to cover the cost of repaired vehicles. Increase in Law Enforcement Supplies to cover the expense associated with equipping officers. The increase in Worker's comp is needed to cover additional SRO's. Funding for this amendment will come from a few sources: transfers from within the HCSO budget, decreasing a reserve from insurance money from prior auto accidents, and increasing current year insurance recovery. No new money.					
	JAIL	Current Budget			Amended Budget
	Increase Expenditure		Increase		
54210-187	Overtime	60,000.00	5,000.00		65,000.00
54210-422	Food Supplies	340,000.00	5,000.00		345,000.00
54210-499	Other Supplies & Materials	30,000.00	10,000.00		40,000.00
54210-716	Law Enforcement Equipment	10,000.00	10,000.00		20,000.00
	Decrease Expenditure			Decrease	
54210-160	Guards	1,245,385.00		(5,000.00)	1,240,385.00
54210-399	Other Contracted Services	19,500.00		(10,000.00)	9,500.00
54210-710	Food Service Equipment	28,000.00		(10,000.00)	18,000.00
54210-790	Other Equipment	35,000.00		(5,000.00)	30,000.00
	Sub-total Expenditures	\$ 1,767,885.00	\$ 30,000.00	\$ (30,000.00)	\$ 1,767,885.00
The above increase in Overtime is needed to cover cost of hours working extra shifts to cover personnel shortages. The increase in Food Supplies is to stock up on food facing a potential shortage. The increase in Other Supplies & Materials is to cover additional supplies needed during the pandemic. The increase in Law Enforcement Equipment is needed to cover the cost of having properly outfitted officers. Funding will come from transfers within Jail budget. No new money.					
		Current Budget	Increase	Decrease	Amended Budget
	Page Totals- Expenditures, Reserves	\$ 3,551,819.00	\$ 112,852.00	\$ (105,191.00)	\$ 3,559,480.00
	Page Totals- Revenues	\$ 0.00	\$ 7,661.00	\$ 0.00	\$ 7,661.00

**Budget Amendment: General Fund
County Commission Meeting
Date: June 22, 2020**

Account Number	Description				
	CIRCUIT COURT	Current Budget			Amended Budget
	Increase Expenditure		Increase		
53120-169	Part-time Personnel	26,913.00	800.00		27,713.00
53120-189	Other Salaries & Wages	4,804.00	2,696.00		7,500.00
	Decrease Expenditure			Decrease	
53120-106	Deputies	323,270.00		(800.00)	322,470.00
	Sub-total Expenditures	354,987.00	3,496.00	(800.00)	357,683.00
	Decrease Reserve			Decrease	
34710	Assigned for General Government	119,869.00		(2,696.00)	117,173.00
	Sub-total Reserve	119,869.00	0.00	(2,696.00)	117,173.00
The above increase in Other Salaries & Wages is needed to cover Annual leave owed to termed employee.					
The increase in Part-time Personnel is needed to ensure there is adequate funds to cover part-time employees covering full time vacancies. Funding will come from transfers within the budget and a reserve account. No new money.					
	COUNTY COMMISSION	Current Budget			Amended Budget
	Increase Expenditure		Increase		
51100-709	Data Processing Equipment	0.00	9,000.00		9,000.00
	Decrease Expenditure			Decrease	
51100-191	Board & Committee Members Fees	27,300.00		(6,500.00)	20,800.00
51100-355	Travel	10,500.00		(2,500.00)	8,000.00
	Sub-total Expenditures	\$ 37,800.00	\$ 9,000.00	\$ (9,000.00)	\$ 37,800.00
The above increase in Data Processing Equipment is to cover the cost of purchasing tablets for county commission voting and data transmissions. Funding from within County Commission budget. No new money.					
	VETERAN'S SERVICES	Current Budget			Amended Budget
	Increase Expenditure		Increase		
58300-161	Secretary	30,033.00	2,337.00		32,370.00
58300-189	Other Salaries & Wages	0.00	975.00		975.00
	Decrease Expenditure			Decrease	
58300-105	Supervisor/Director	36,197.00		(3,312.00)	32,885.00
	Sub-total Expenditures	66,230.00	3,312.00	(3,312.00)	66,230.00
The above increase in Secretary is to cover the increase in cost of paying the secretary in absence of having a Veteran Service Officer. The Increase in Other Salaries & Wages is to cover annual leave owed to the former Veteran Service Officer. Both increases will be funded from a transfer within Veteran's budget. No new money.					
	ELECTION COMMISSION	Current Budget			Amended Budget
	Increase Expenditure		Increase		
51500-709	Data Processing Equipment	20,087.00	7,100.00		27,187.00
	Sub-total Expenditures	20,087.00	7,100.00	0.00	27,187.00
	Increase Revenue		Increase		
46980	Other State Grants	51,837.00	7,100.00		58,937.00
	Sub-total Revenue	51,837.00	7,100.00	0.00	58,937.00
The above increase in Data Processing Equipment is to cover the cost of increased computer equipment & security per state recommendations. Funding will be offset by reimbursable state grant.					
		Current Budget	Increase	Decrease	Amended Budget
	Page Totals- Expenditures, Reserves	\$ 598,973.00	\$ 22,908.00	\$ (15,808.00)	\$ 606,073.00
	Page Totals- Revenues	\$ 51,837.00	\$ 7,100.00	\$ 0.00	\$ 58,937.00

TO THE HONORABLE RICK BREWER, CHAIRMAN, AND MEMBERS OF THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 22ND DAY OF JUNE, 2020.

RESOLUTION IN REFERENCE: BUDGET AMENDMENT - DRUG FUND

The following budget amendments are being requested as listed below:

Account Number	Description				Amended Budget
DRUG ENFORCEMENT		Current Budget			
Increase Expenditure			Increase		
54150-187	Overtime	25,000.00	43,500.00		68,500.00
54150-299	Other Fringe Benefits	7,500.00	6,500.00		14,000.00
Decrease Expenditure				Decrease	
54150-319	Confidential Drug Enforcement Payment	20,000.00		(11,000.00)	9,000.00
54150-338	Maint. & Repair Services- Vehicles	7,000.00		(4,000.00)	3,000.00
54150-351	Rentals	1,000.00		(1,000.00)	0.00
54150-353	Towing Services	1,500.00		(1,000.00)	500.00
54150-357	Veterinary Services	3,000.00		(3,000.00)	0.00
54150-399	Other Contracted Services	9,500.00		(6,000.00)	3,500.00
54150-401	Animal Food & Supplies	2,500.00		(2,000.00)	500.00
54150-431	Law Enforcement Supplies	3,000.00		(2,000.00)	1,000.00
54150-451	Uniforms	2,000.00		(1,000.00)	1,000.00
54150-499	Other Supplies & Materials	4,000.00		(3,000.00)	1,000.00
54150-524	In Service/ Staff Development	4,500.00		(2,000.00)	2,500.00
54150-716	Law Enforcement Equipment	5,000.00		(4,000.00)	1,000.00
54150-799	Other Capital Outlay	1,000.00		(1,000.00)	0.00
Increase Revenue			Increase		
47990	Other Direct Federal Revenue	13,000.00	9,000.00		22,000.00
Sub-total Expenditures		\$ 96,500.00	\$ 50,000.00	\$ (41,000.00)	\$ 105,500.00
Sub-total Revenues		\$ 13,000.00	\$ 9,000.00	\$ 0.00	\$ 22,000.00
The above increase in Interest on Other Loans is needed to cover current year's interest debt payments. The increase in Trustee's Commission is needed to cover the cost of increased commissions due to increased revenue collections. Both will be offset by an increase in Current Property Tax revenue. No new money.					
Page Totals- Expenditures		\$ 96,500.00	\$ 50,000.00	\$ (41,000.00)	\$ 105,500.00
Page Totals- Revenues		\$ 13,000.00	\$ 9,000.00	\$ 0.00	\$ 22,000.00

INTRODUCED BY: John Metz

ESTIMATED COST _____

SECONDED BY: _____

PAID FROM DRUG FUND

ACTION: AYE NAY

DATE SUBMITTED 06-08-2020

ROLL CALL _____

COUNTY CLERK: NANCY A. DAVIS

VOICE VOTE _____

BY: Nancy A. Davis

ABSENT _____

APPROVED _____ DISAPPROVED _____

COMMITTEE ACTION: _____

CHAIRMAN: _____

Mayor Jim Lee

Mayor's Action: Approved _____ Veto _____

TO THE HONORABLE RICK BREWER, CHAIRMAN, AND MEMBERS OF THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 22ND DAY OF JUNE, 2020.

RESOLUTION IN REFERENCE: BUDGET AMENDMENT - GENERAL CAPITAL PROJECTS FUND

The following budget amendments are being requested as listed below:

Account Number	Description				
	OTHER GENERAL GOVERNMENT PROJECTS				Amended Budget
		Current Budget			
	Increase Expenditure		Increase		
91190-510	Trustee's Commission	10,500.00	2,000.00		12,500.00
	Sub-total Expenditures	\$ 10,500.00	\$ 2,000.00	\$ 0.00	\$ 12,500.00
	Increase Revenue		Increase		
40110	Current Property Tax	514,053.00	2,000.00		516,053.00
	Sub-total Reserve	514,053.00	2,000.00	0.00	516,053.00
The above increase in Trustee's Commission is to ensure there is an adequate amount to cover the expense associated with this fiscal years' revenues. Funding will come from increasing revenues. No new money.					
		Current Budget	Increase	Decrease	Amended Budget
	Page Totals- Expenditures	\$ 10,500.00	\$ 2,000.00	\$ 0.00	\$ 12,500.00
	Page Totals- Revenues	\$ 514,053.00	\$ 2,000.00	\$ 0.00	\$ 516,053.00

INTRODUCED BY: John Metz

ESTIMATED COST _____

SECONDED BY: _____

PAID FROM GENERAL CAPITAL PROJECTS FUND

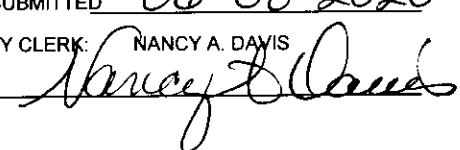
ACTION: AYE NAY

DATE SUBMITTED 06-08-2020

ROLL CALL _____

COUNTY CLERK: NANCY A. DAVIS

VOICE VOTE _____

BY: 

ABSENT _____

APPROVED _____ DISAPPROVED _____

COMMITTEE ACTION: _____

CHAIRMAN: _____

Mayor Jim Lee

Mayor's Action: Approved _____ Veto _____

RESOLUTION NO. 20201 06 1 12

TO THE HONORABLE RICK BREWER, CHAIRMAN, AND MEMBERS OF THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 22nd DAY OF JUNE 2020.

RESOLUTION IN REF: GENERAL PURPOSE SCHOOL FUND BUDGET AMENDMENT

WHEREAS, the Hawkins County Board of Education has approved the attached budget amendment to the General Purpose School Fund, and now requests approval of said amendment by the Hawkins County Board of Commissioners.

NOW THEREFORE BE IT RESOLVED THAT the Hawkins County Board of Commissioners, meeting in regular session, June 22, 2020, go on record as passing this resolution.

Introduced by Esq. John Metz

Estimated Cost: _____

Seconded by Esq. _____

Paid From _____ Fund

ACTION: Aye Nay

Date Submitted 06/08/2020

Roll Call _____

County Clerk: Nancy A. Davis

Voice Vote _____

By: Nancy A. Davis

Absent _____

COMMITTEE ACTION:

APPROVED

DISAPPROVED

CHAIRMAN: Rick Brewer

By: _____

Mayor: _____

Jim Lee

Mayor's Action: Approved _____ Veto _____

FUND: 141 GENERAL PURPOSE SCHOOL FUND
 AMENDMENT NUMBER: 6
 DATE: June 22, 2020

ORIGINAL BUDGET AMOUNT	55,511,152.00
PREVIOUS AMENDMENTS	551,876.20
TOTAL	56,063,028.20
REQUESTED AMENDMENT	1,251,000.00
TOTAL	57,314,028.20

Desc Code	ACCOUNT NO	DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
		EXPENDITURES				
		71100 REGULAR INSTRUCTION PROGRAM				
1	71100-128	Homebound Teachers	98,047.00	5,149.00		103,196.00
1	71100-217	Retirement - Hybrid Stabilization	80,000.00	11,500.00		91,500.00
1	71100-201	Social Security	1,267,218.00		16,649.00	1,250,569.00
1	71100-204	State Retirement	1,949,192.00		15,537.00	1,933,655.00
1	71100-207	Medical Insurance	3,470,396.00		8,900.00	3,461,496.00
		Subtotal	6,864,853.00	16,649.00	41,086.00	6,840,416.00
		71150 ALTERNATIVE INSTRUCTION PROGRAM				
1	71150-198	Non-Certificated Substitute Teachers	2,500.00	500.00		3,000.00
1	71150-204	State Retirement	22,317.00	300.00		22,617.00
1	71150-207	Medical Insurance	36,145.00	8,900.00		45,045.00
1	71150-217	Retirement - Hybrid Stabilization	1,200.00	160.00		1,360.00
1	71150-201	Social Security	14,848.00		960.00	13,888.00
		Subtotal	77,010.00	9,860.00	960.00	85,910.00
		71200 SPECIAL EDUCATION PROGRAM				
1	71200-198	Non-Certificated Substitute Teachers	35,000.00	8,000.00		43,000.00
1	71200-217	Retirement - Hybrid Stabilization	12,000.00	4,500.00		16,500.00
1	71200-201	Social Security	204,335.00		12,500.00	191,835.00
		Subtotal	251,335.00	12,500.00	12,500.00	251,335.00
		72110 ATTENDANCE				
1	72110-105	Supervisor/Director	73,382.00	5,472.00		78,854.00
1	72110-204	State Retirement	14,306.00	1,578.00		15,884.00
1	72110-471	Software	47,958.75		4,050.00	43,908.75
1	72110-524	Inservice/Staff Development	6,000.00		3,000.00	3,000.00
		Subtotal	141,646.75	7,050.00	7,050.00	141,646.75
		72120 HEALTH SERVICES				
1	72120-189	Other Salaries and Wages	45,982.00	5,112.00		51,094.00
1	72120-204	State Retirement	44,957.00	10,425.00		55,382.00
		Subtotal	90,939.00	15,537.00	-	106,476.00
		72120 HEALTH SERVICES-CSH				
2	72120-189-CSH	Other Salaries and Wages	-	1,150.00		1,150.00
2	72120-201-CSH	Social Security	3,076.08	72.00		3,148.08
2	72120-204-CSH	State Retirement	3,473.00	90.00		3,563.00
2	72120-212-CSH	Employer Medicare	720.00	17.00		737.00
2	72120-217-CSH	Retirement - Hybrid Stabilization	-	23.00		23.00
2	72120-499-CSH	Other Supplies and Materials	5,000.00		1,056.12	3,943.88
2	72120-524-CSH	Inservice/Staff Development	3,500.00		295.88	3,204.12
		Subtotal	15,769.08	1,352.00	1,352.00	15,769.08
		72130 OTHER STUDENT SUPPORT				
3	72130-599-CAFCH	Other Charges	1,265.00	100.00		1,365.00
4	72130-599-TOY	Other Charges	1,484.00	800.00		2,284.00
		Subtotal	2,749.00	900.00	-	3,649.00

		72220 SPECIAL EDUCATION PROGRAM				
1	72220-131	Medical Personnel	93,810.00	2,629.00		96,439.00
1	72220-124	Psychological Personnel	108,901.00		2,629.00	106,272.00
		Subtotal	202,711.00	2,629.00	2,629.00	202,711.00
		72310 BOARD OF EDUCATION				
5	72310-399	Other Contracted Services	-	7,500.00		7,500.00
5	72310-210	Unemployment Compensation	35,000.00		7,500.00	27,500.00
		Subtotal	35,000.00	7,500.00	7,500.00	35,000.00
		73300 COMMUNITY SERVICES				
6	73300-499-FRC	Other Supplies and Materials	8,129.00	100.00		8,229.00
		Subtotal	8,129.00	100.00	-	8,229.00
		73400 EARLY CHILDHOOD EDUCATION				
7	73400-116	Teachers	175,559.00		3,282.00	172,277.00
7	73400-163	Educational Assistants	52,248.00		636.00	51,612.00
7	73400-195	Certified Substitute Teachers	1,000.00		714.00	286.00
7	73400-198	Non-Certified Substitute Teachers	2,500.00		676.00	1,824.00
7	73400-201	Social Security	15,565.00		2,568.00	12,997.00
7	73400-204	State Retirement	23,846.00		4,474.00	19,372.00
7	73400-207	Medical Insurance	63,957.00		8,202.00	55,755.00
7	73400-212	Employer Medicare	3,640.00		600.00	3,040.00
7	73400-217	Retirement - Hybrid Stabilization	1,700.00	255.00		1,955.00
7	73400-429	Instructional Supplies and Materials	14,146.00	34,496.40		48,642.40
7	73400-499	Other Supplies and Materials	5,428.00		3,500.00	1,928.00
7	73400-524	Inservice/Staff Development	16,501.00		8,899.40	7,601.60
7	73400-722	Regular Instruction Equipment	8,000.00		1,200.00	6,800.00
		Subtotal	384,090.00	34,751.40	34,751.40	384,090.00
		76100 REGULAR CAPITAL OUTLAY				
8	76100-707	Building Improvements	408,068.00	1,250,000.00		1,658,068.00
		Subtotal	408,068.00	1,250,000.00	-	1,658,068.00
		FUND BALANCE				
8	39000	Unassigned Fund Balance	11,660,071.00		1,250,000.00	10,410,071.00
		Subtotal	11,660,071.00	-	1,250,000.00	10,410,071.00
		REVENUES				
3	44570-CAFCH	Contributions and Gifts	1,265.00	100.00	-	1,365.00
2	44570-TOY	Contributions and Gifts	1,150.00	800.00	-	1,950.00
6	44570-FRC	Contributions and Gifts	1,000.00	100.00	-	1,100.00
		Subtotal	3,415.00	1,000.00	-	4,415.00
		TOTAL EXPENDITURES & FUND BALANCE	20,142,370.83	1,358,828.40	1,357,828.40	20,143,370.83
		TOTAL REVENUES	3,415.00	1,000.00	-	4,415.00
		This budget amendment is to budget for the following:				
1	To reallocate funds from over-estimated to under-estimated lines to cover expenses for the remainder of the fiscal year and to correct the original budget.					
2	To reallocate funds to pay the Morning Mile Facilitators from the Coordinated School Health Grant.					
3	To budget donations in memory of Ashley Guice to be used for uncollected cafeteria charges.					
4	To budget donations received for the Teacher of the Year banquet.					
5	To make appropriations for the financial study performed by Tennessee Education and Management Services.					
6	To budget donations received for Family Resource Center.					
7	To reallocate funds to purchase playground surfacing.					
8	To allocate funds for synthetic turf for VHS and CHS football fields.					

RESOLUTION NO. 2020106113

TO THE HONORABLE RICK BREWER, CHAIRMAN, AND MEMBERS OF THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 22nd DAY OF JUNE 2020.

RESOLUTION IN REF: CENTRAL CAFETERIA FUND BUDGET AMENDMENT

WHEREAS, the Hawkins County Board of Education has approved the attached budget amendment to the Central Cafeteria Fund, and now requests approval of said amendment by the Hawkins County Board of Commissioners.

NOW THEREFORE BE IT RESOLVED THAT the Hawkins County Board of Commissioners, meeting in regular session, June 22, 2020, go on record as passing this resolution.

Introduced by Esq. John Metz

Estimated Cost: _____

Seconded by Esq. _____

Paid From _____ Fund

ACTION: Aye Nay

Date Submitted 06/08/2020

Roll Call _____ _____

County Clerk: Nancy A. Davis

Voice Vote _____ _____

By: Nancy A. Davis

Absent _____ _____

COMMITTEE ACTION:

APPROVED

DISAPPROVED

CHAIRMAN: Rick Brewer

By: _____

Mayor: _____

Jim Lee

Mayor's Action: Approved _____ Veto _____

FUND: 143 CENTRAL CAFETERIA FUND
 AMENDMENT NUMBER: 3
 DATE: June 22, 2020

ORIGINAL BUDGET AMOUNT	4,241,839.00
PREVIOUS AMENDMENTS	<u>15,800.00</u>
TOTAL	4,257,639.00
REQUESTED AMENDMENT	<u>53,224.13</u>
TOTAL	<u>4,310,863.13</u>

Desc Code	ACCOUNT NO	DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
		EXPENDITURES				
		73100 FOOD SERVICE				
1	73100-422	Food Supplies	1,200.00	2,500.00	-	3,700.00
1	73100-710	Food Service Equipment	130,800.00	2,000.00	-	132,800.00
2	73100-469	USDA-Commodities	230,893.00	48,724.13	-	279,617.13
		Subtotal	362,893.00	53,224.13	-	416,117.13
		REVENUES				
1	44570	Contributions and Gifts	13,000.00	4,500.00	-	17,500.00
2	47112	USDA-Commodities	230,893.00	48,724.13	-	279,617.13
		Subtotal	243,893.00	53,224.13	-	297,117.13
		TOTAL FUND BALANCE	362,893.00	53,224.13	-	416,117.13
		TOTAL REVENUES	243,893.00	53,224.13	-	297,117.13
		This budget amendment is to budget for the following:				
1	To budget donations received for the emergency feedings.					
2	To budget bonus commodities entitlement.					

RESOLUTION NO. 2020106114

TO THE HONORABLE RICK BREWER, CHAIRMAN, AND MEMBERS OF THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 22nd DAY OF JUNE 2020.

RESOLUTION IN REF: SCHOOL TRANSPORTATION FUND BUDGET AMENDMENT

WHEREAS, the Hawkins County Board of Education has approved the attached budget amendment to the School Transportation Fund, and now requests approval of said amendment by the Hawkins County Board of Commissioners.

NOW THEREFORE BE IT RESOLVED THAT the Hawkins County Board of Commissioners, meeting in regular session, June 22, 2020, go on record as passing this resolution.

Introduced by Esq. John Metz

Estimated Cost: _____

Seconded by Esq. _____

Paid From _____ Fund

ACTION: Aye Nay

Date Submitted 06/08/2020

Roll Call _____ _____

County Clerk: Nancy A. Davis

Voice Vote _____ _____

By: *Nancy A. Davis*

Absent _____ _____

COMMITTEE ACTION:

APPROVED

DISAPPROVED

CHAIRMAN: Rick Brewer

By: _____

Mayor: _____

Jim Lee

Mayor's Action: Approved _____ Veto _____

FUND: 144 SCHOOL TRANSPORTATION FUND
 AMENDMENT NUMBER: 5
 DATE: June 22, 2020

ORIGINAL BUDGET AMOUNT	3,670,021.00
PREVIOUS AMENDMENTS	<u>152,514.53</u>
TOTAL	3,822,535.53
REQUESTED AMENDMENT	<u>20,314.85</u>
TOTAL	<u>3,842,850.38</u>

Desc Code	ACCOUNT NO	DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
		EXPENDITURES				
		72710 TRANSPORTATION				
1	72710-453	Vehicle Parts	140,000.00	500.00		140,500.00
2	72710-146	Bus Drivers	1,360,629.00	19,814.85		1,380,443.85
		Subtotal	1,500,629.00	20,314.85	-	1,520,943.85
		REVENUES				
1	49700	Insurance Recovery	24,507.35	500.00	-	25,007.35
2	43531	Transportation-Other State Systems	-	19,814.85		19,814.85
		Subtotal	24,507.35	20,314.85	-	44,822.20
		TOTAL EXPENDITURES	1,500,629.00	20,314.85	-	1,520,943.85
		TOTAL REVENUES	24,507.35	20,314.85	-	44,822.20
		This budget amendment is to budget for the following:				
1	To budget deductible insurance reimbursement for bus # 34.					
2	To budget bus transportation services for Rogersville City School for the 2018-2019 fiscal year.					

CERTIFICATE OF ELECTION OF NOTARIES PUBLIC

Resolution No. 2020/06/15

AS CLERK OF THE COUNTY OF HAWKINS, TENNESSEE

I HEREBY CERTIFY THAT THE FOLLOWING WERE ELECTED TO THE OFFICE OF:
 NOTARY PUBLIC APPROVAL DURING THE JUNE 22, 2020 MEETING OF THE GOVERNING BODY:

NAME	HOME ADDRESS	BUSINESS ADDRESS
1. REGINA DYER	785 BIG HILL RD MOORESBURG, TN 37811	785 BIG HILL RD (SELF) MOORESBURG, TN 37811
2. STEVEN C. FRAZIER	500 DEERFIELD CIR CHURCH HILL, TN 37642	710 E SULLIVAN ST (SELF) KINGSPORT TN 37660
3. SHIELA C. LUTZ	1373 OLD STATE HWY 70 ROGERSVILLE TN 37857	102 N SNEEDVILLE PIKE (KPT PRESS CREDIT UNION) ROGERSVILLE TN 37857
4. STACY MAYES	2320 ENTERPRISE PLACE #306 KINGSPORT TN 37660	300 E MAIN BLVD (CITY OF CHURCH HILL) CHURCH HILL, TN 37642
5. REBECCA PARKER	1012 COUNTY LINE RD MOORESBURG, TN 37811	902 LOCUST ST (ROGERSVILLE HOUSING AUTHORITY) ROGERSVILLE TN 37857
6. WILLIAM E PHILLIPS	312 W MAIN ST ROGERSVILLE TN 37857	210 E MAIN ST (PHILLIPS AND HALE) ROGERSVILLE TN 37857
7. AMY L SHRINER	133 MAPLE ST MOUNT CARMEL TN 37645	1212 N EASTMAN RD (HUNTER, SMITH & DAVIS, LLP) KINGSPORT TN 37664
8. ELAINE M S SIMS	153 LEMONS RD EIDSON TN 37731	153 LEMONS RD (CATTAILS BOOKKEEPING SERVICES) EIDSON TN 37731
9. VICKIE L SKELTON	1340 GLENMAR AVE MOUNT CARMEL TN 37645	300 E MAIN BLVD (CITY OF CHURCH HILL) CHURCH HILL, TN 37642
10. JOSEPH SLABAUGH	350 MCNEIL CR MOORESBURG, TN 37811	350 MCNEIL CR (WALLY WOODS, LLC) MOORESBURG, TN 37811

(Seal)

 Clerk of the County of Hawkins, Tennessee

Date