RESOLUTION No 2015,

11

01

To the HONORABLE MELVILLE BAILEY, Chairman, and Members of the Hawkins County Board of

Commission in Regular Session, met this 23rd day of November, 2015.

# RESOLUTION IN REF: APPROVAL OF THE (NJPA) NATIONAL JOINT POWERS ALLIANCE JOINT POWERS AGREEMENT

WHEREAS, the National Joint Powers Alliance (NJPA) which is a leading national purchasing cooperative that was created to reduce the costs of goods or services to local governments by aggregating the purchasing power of public agencies nationwide: and

WHEREAS, the county desired to save on the costs of goods and services for the citizens of the county: and

WHEREAS, the county is authorized under T.C.A. 12-03-1205 to participate in the purchasing alliance by approving the master agreement of the purchasing cooperative.

NOW, THEREFORE BE IT RESOLVED by the Board Of Commissioners of Hawkins County, Tennessee, meeting in Rogersville, Tennessee, in Regular Session on the 23<sup>rd</sup> day of November, 2015 that the National Joint Powers Alliance Joint Powers Agreement attached hereto is approved.

Introduced By Esq. Gary Hicks	ACTION:	AYE	NAY	PASSED
Seconded By Esq	Roll Call			
Date Submitted	Voice Vote	. <u> </u>		
County Clerk	Absent COMMITTEE ACTION	<u></u>		
Ву:	······			
Chairman Mully Billy				

# JOINT EXERCISE OF POWERS AGREEMENT



# NATIONAL JOINT POWERS ALLIANCE JOINT POWERS AGREEMENT

This Agreement, made effective on the date hereof, is between the National Joint Powers Alliance® (hereinafter referred to as "NJPA") and \_\_\_\_\_\_ (hereinafter referred to as "Governmental Unit").

### Recitals

WHEREAS, NJPA asserts it is a Minnesota Service Cooperative created and governed under Minnesota Statute §123A.21; and

WHEREAS, under Minnesota Statute §471.59, NJPA is permitted to enter into agreements with other governmental units in the United States and Canada to jointly or cooperatively exercise any power common to the contracting powers or similar powers, as deemed necessary; and

WHEREAS, Governmental Unit asserts it is authorized by its Statutes to utilize contracts competitively solicited by another governmental unit; and

WHEREAS, Governmental Unit and NJPA desire to enter into a "Joint Exercise of Powers Agreement" for the purpose of Governmental Unit accessing available contracts for goods and services from NJPA Awarded Vendors;

NOW THEREFORE, NJPA and the Governmental Unit hereby agree as follows:

### Agreement

- 1. NJPA will make its contracts for commodities and services and/or other NJPA services available to the Governmental Unit. The Governmental Unit will be deemed a non-voting Participating Member.
- The Governmental Unit may utilize the contracts or services procured or offered through NJPA to purchase supplies, equipment, materials and services hereinafter referred to as "goods and services" for its eligible users.
- 3. The Parties to this Agreement will adhere to any and all applicable laws pertaining to the purchasing of goods and services as they pertain to the laws of their state or nation.
- 4. This Agreement will become effective on the date hereof and shall remain in effect until canceled by either party upon thirty (30) days' written notice to the other party.
- 5. Each party agrees that it is responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other party and the results thereof. The Governmental Unit will be responsible for all aspects of its purchase, including ordering its goods and/or services, inspecting and accepting the goods and/or services, and paying the Vendor who will have directly billed the Governmental Unit placing the order.
- 6. Both Parties to this Agreement agree to strict accountability of all public funds disbursed in connection with this joint exercise of powers as required by each party's respective laws.
- 7. To purchase commodities or services from NJPA's contracts, the Governmental Unit must issue a purchase order or other subsequent agreement in accordance with the terms and conditions of NJPA's contracts and any requirements applicable to the Governmental Unit's governing body. The Governmental Unit must send purchase orders directly to the applicable Vendor and will make payments directly to the Vendor in accordance with its established procedures and terms of NJPA's contract. The Governmental Unit will not use the goods available under NJPA's contracts for purposes of resale.

# JOINT EXERCISE OF POWERS AGREEMENT



- 8. Pursuant to Minn. Stat. §471.59, subd. 5, if applicable, the Parties shall provide for the disposition of any property acquired as the result of such joint or cooperative exercise of powers, and the return of any surplus moneys in proportion to contributions of the several contracting parties after the purpose of the Agreement has been completed.
- 9. There shall be no financial remunerations by the Governmental Unit to NJPA for the use of NJPA's procurements, contracts or agreements or the payment of any membership fee to NJPA.
- 10. Both Parties to this Agreement acknowledge their individual responsibility to gain ratification of this agreement through their governing body, if required by law.
- 11. The NJPA contracts utilized by the Governmental Unit through this Agreement were procured or will be procured through the Uniform Municipal Contracting law, MN Statute Sec. 471.345.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the date hereof.

Member Name:		National Joint Powers Alliance®
Ву	AUTHORIZED SIGNATURE	AUTHORIZED SIGNATURE
lts _	TITLE	TITLE
	DATE	DATE



#### STATE OF TENNESSEE COMPTROLLER OF THE TREASURY DEPARTMENT OF AUDIT DIVISION OF LOCAL GOVERNMENT AUDIT SUITE 1500 JAMES K. POLK STATE OFFICE BUILDING NASHVILLE, TENNESSEE 37243-1402 PHONE (615) 401-7841

November 7, 2012

Ms. Misty Myers Corporate Counsel National Joint Powers Alliance 202 12<sup>th</sup> Street NE P.O. Box 219 Staples, Minnesota 56479

Dear Ms. Myers:

This letter is in response to your correspondence with our office regarding the National Joint Powers Alliance (NJPA) and their status as a state/public agency.

The NJPA is a public agency created by Minnesota statute §123A.21 and is recognized as such by our office.

Sincerely,

in limite

James R. Arnette, Jr. Director

RESOLUTION

No. 2015/ 11

02

To the HONORABLE MELVILLE BAILEY, Chairman, and Members of the Hawkins County Board of

Commission in Regular Session, met this 23rd day of November, 2015.

# RESOLUTION IN REF: APPROVAL OF THE NACO U.S. COMMUNITIES COOPERATIVE PURCHASING MASTER AGREEMENT

WHEREAS, the National Association of Counties (NACO) has founded and sponsored the U.S. Communities Purchasing Alliance, which is a leading national purchasing cooperative that was created to reduce the costs of goods or services to local governments by aggregating the purchasing power of public agencies nationwide: and

WHEREAS, the county desired to save on the costs of goods and services for the citizens of the county: and

WHEREAS, the county is authorized under T.C.A. 12-03-1205 to participate in the purchasing alliance by approving the master agreement of the purchasing cooperative.

NOW, THEREFORE BE IT RESOLVED by the Board Of Commissioners of Hawkins County, Tennessee, meeting in Rogersville, Tennessee, in Regular Session on this 23<sup>rd</sup> day of November, 2015, that the Master Intergovernmental Cooperative Purchasing Agreement attached hereto is approved.

Introduced By Esq. Gary Hicks	ACTION:	AYE	NAY	PASSED
Seconded By Esq	Roll Call		<u> </u>	<del></del>
Date Submitted	Voice Vote			
County Clerk	Absent			
By:	<u> </u>			
Chairman Mille Sink				



## MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement ("Agreement") is made between certain government agencies that execute a Lead Public Agency Certificate (collectively, "Lead Public Agencies") to be appended and made a part hereof and other government agencies ("Participating Public Agencies") that agree to the terms and conditions hereof through the U.S. Communities registration process and made a part hereof.

#### RECITALS

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers (each, a "Contract Supplier") have entered into Master Agreements with Lead Public Agencies to provide a variety of goods, products and services based on national and international volumes (herein "Products and Services");

WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products and Services on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of any intergovernmental cooperative act, if applicable, to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost;

- WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services;
- NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:
- 1. That each party will facilitate the cooperative procurement of Products and Services.
- 2. That the procurement of Products and Services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
- 3. That the cooperative use of solicitations obtained by a party to this Agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
- 4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies' procurement of Products and Services
- 5. That the Participating Public Agency will make timely payments to the Contract Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
- 6. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
- 7. The Participating Public Agency shall be responsible for the ordering of Products and Services under this Agreement. A Lead Public Agency shall not be liable in any fashion for any violation by a Participating Public Agency, and the Participating Public Agency shall hold the Lead Public Agency harmless from any liability that may arise from action or inaction of the Participating Public Agency.
- 8. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.
- This Agreement shall remain in effect until termination by a party giving thirty (30) days prior written notice to U.S. Communities at 2999 Oak Road, Suite 710, Walnut Creek, CA 94597.
- 10. This Agreement shall become effective after execution of the Lead Public Agency Certificate or Participating Public Agency registration, as applicable.

I hereby acknowledge, on behalf of the City of Los Angeles (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

7. 1/200

Authorized Signature, Lead Government Agency

<u>17-6-07</u> Date 

I hereby acknowledge, on behalf of the City of Charlotte (Mecklenburg County) (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nation wide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Vendors and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature

JOHN C. TRUNK

PROCUREMENT SERVICES DIRECTOR Name and Title of Signer

10-23-03 Date

#### Lead Public Agency Certificate

## LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of \_City of \_San Antonio\_<u>LPA</u>] (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master intergovernmental Cooperative Purchasing Agreement ("MICPA") regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

Lead Public Agency Authorized Signature,

Janie B. Cantu Printed Name

4/10/09 Date

I hereby acknowledge, on behalf of USD 259, Wichita Public Schools, KS (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Vendors and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature Darren C. Muci RFP 02-04-011 BOE Approval 1/13/03

Name and Title of Signer

#### Lead Public Agency Certificate

#### LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the public agency Identified (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any emendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

Cathy Mule. Authorized Signature, Lead Government Agency April 15, 2009

## (U.S. Communities/Canadian Communities)

I hereby acknowledge, on behalf of North Carolina State University (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities and Canadian Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers, U.S. Communities and Canadian Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

Theran Dirowan North Carolina State University Director, Waterials Management

12/10/2012 Date

I hereby acknowledge, on behalf of the City/County of Denver. (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

Autobrized Signarbre, Lead Covernment Agency

### EXAMPLE OF LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the public agency identified (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, Lead Government Agency

hy: Joe Sandoval, Division Manager Purchasing & Contract Services County of Los Angeles

1-2.06

Date

Yer 1.0

#### Lead Public Agency Certificate

#### LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of Cobb County, Georgia (the "Lead Public Agency"), that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement ("MICPA") regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencles nationwide through U.S. Communities. Copies of Master Agreements and any amenoments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

۱

Authorized Signature, Lead Public Agency

RICHARD A. BRUN

Printed Name

7-8-2009 Date

## LEAD PUBLIC AGENCY CERTIFICATE (U.S. Communities/Canadian Communities)

I hereby acknowledge, on behalf of the public agency identified (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities and Canadian Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers, U.S. Communities and Canadian Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, Lead Government Agency

1-26-11

I hereby acknowledge, on behalf of the County of Maricopa, Arizona (the "Lead Public Agency") that, I have read and agree to the general terms and conditions set forth in the enclosed Master intergovommental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Vendors and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature

Name u Sien

÷

5/16/03

# (U.S. Communities/Canadian Communities)

I hereby acknowledge, on behalf of Harford County Public Schools (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities and Canadian Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers, U.S. Communities and Canadian Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

Teffing Laborto

Jeff LaPorta, Harford County Public Schools

12-7-12

## CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY CERTIFICATE

I hereby acknowledge, on behalf of the California Statewide Communities Development Authority (the "Lead Public Agency"), that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement ("MICPA") regulating the use of the Master Agreement and purchase of products (in this case, licenses) that from time to time are made available by the Lead Public Agency to Participating Public Agencies through U.S. Communities. Copies of the Master Agreement and any amendments thereto made available by Lead Public Agency will be provided to Supplier and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more products (in this case, licenses) under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, California Statewide Communities Development Authority

<u>Sceretery</u> Title

6/27/07

I hereby acknowledge, on behalf of Barron County, Wisconsin (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products and Services that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products or Services under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

đ

Mark Servi, Highway Commissioner Barron County 10/29/20/3

I hereby acknowledge, on behalf of City of Mesquite. Texas (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products and Services that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products or Services under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

Le Sealey, Manager of Purchasing City of Mesquite 10/29/13

I hereby acknowledge, on behalf of Dane County, Wisconsin (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products and Services that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products or Services under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

Charles Hicklin, Controller Dane County 10/29/13

## Lead Public Agency Certificate

# LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the public agency identified (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, Lead Government Agency

# Lead Public Agency Certificate

### LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of City of Newport Beach (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products and Services that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products or Services under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

470

Authorized Signature, Lead Government Agency

6-11-14

No. 2015 u 03

To the HONORABLE MELVILLE BAILEY, Chairman, and Members of the Hawkins County Board of

Commission in Regular Session, met this 23rd day of November, 2015.

### RESOLUTION IN REF: AMENDMENT TO RESOLUTION 2015/10/03 TITLED APPROVAL OF EMPLOYEE HEALTH INSURANCE PLAN RATES FROM NOVEMBER 1, 2015- OCTOBER 31, 2016 SHOWING A CORRECTION IN PREMIUM PERCENTAGES PAID BY THE EMPLOYEE AND COUNTY.

(Bold print is amended language)

WHEREAS, upon the request of the Hawkins County Board of Commissioners, an insurance committee was formed in 2013, to determine if the cost of employee health insurance could be lowered for the employee and be cost neutral to the county; and

WHEREAS, at the August 25<sup>th</sup>, 2014, Hawkins County Commission meeting, the Commission approved Resolution #3 titled "Employee Health Benefits Administration And Plan" which changed the employee health, dental, and vision insurance from the Tennessee State Plan to a plan through an insurance broker who devised a plan specifically for Hawkins County through Blue Cross-Blue Shield of Tennessee networks. This plan allowed the employee to pay 30% of the premium and the county pay 70%. The county also paid the first \$700.00 toward the employee's deductible and first \$700.00 toward a spouse, child, or family deductible. Said resolution #3 is attached; and

WHEREAS, the plan rates were from November 1, 2014 to October 31, 2015, with open enrollment from October 1<sup>st</sup> - 31<sup>st</sup> and will continue as such each year; and

WHEREAS, as per the report from the insurance company, the savings for the county during the 2014-15 fiscal year was \$89,455.00; and

WHEREAS, the new rates for FY 2015-16 are available with a 3.97% increase, making the medical rates have an annual premium increase of \$74,164.52, which will be from November 1, 2015 to October 31, 2016. The rates for the dental and vision plans did not increase; and

WHEREAS, the Insurance Committee has met and is recommending that the county absorb the premium increase, so that the employee contribution rates remain the same as they were in FY 14-15 Thus the employee will pay 28.86% and the county will pay 71.14% of the annual premium. The deductible will continue to be paid as set forth in the inception of the plan. (See attachments)

THEREFORE BE IT RESOLVED THAT the new rates be approved with a percentage of **71.14%** for county and **28.86%** for employee with new rates taking effect November 1, 2015.

Introduced By Esq. Joe McLain,- Chrmn. Insurance Comm.	ACTION:	AYE	NAY	PASSED
Seconded By Esq	Roll Call			
Date Submitted	Voice Vote		<del></del>	
County Clerk	Absent COMMITTEE ACTION			
Ву:				
Chairman Mulle Dil				

						ty Govern					-		
				In	surance Rat		wn						
					FY 06,	30/16							
				· · · · · · · · · · · · · · · · · · ·					• - · · · · ·				
· · · · · · · · · · · · · · · · · · ·	Table A						Tabl	еB					
			FY 20:	14-15		· · · · · · · · · · · · · · · · · · ·			015-1	6 - EE C	ontribution	n same as PY	
	Employee	County		Total	EE	ER	Er	nployee		unty	Total	EE	ER
ier	Contribution			remium	%	%		itribution		ibution	Premium	%	%
ndividual	\$ 140.48	\$ 327.7	8\$	468.26	30.00%	70.00%	\$	140.48	\$	346.35	\$ 486.8	3 28.86%	71.14%
mployee/Spouse	\$ 294.80	\$ 687.8	5\$	982.65	30.00%	70.00%	\$	294.80	\$	726.85	\$ 1,021.65	5 28.86%	71.14%
mployee/Children	\$ 256.92	\$ 599.4	7\$	856.39	30.00%	70.00%	\$	256.92	\$	633.45	\$ 890.3	7 28.86%	71.14%
amily	\$ 425.96	\$ 993.9	2\$	1,419.88	30.00%	70.00%	\$	425.96	\$1	,050.28	\$ 1,476.24	4 28.85%	71.15%
	•						-··· •						
	······································	· · · · · · · · · · · · · · · · · · ·		· · · · · · · · · · · · · · · · · · ·	·····	· · · · · · · · · · · · · · · · · · ·	·	······································					
	Description o				c and ample		· · · · · · · · · · · · · · · · · · ·	······································			· · · · · · · · · · · · · · · · · · ·		
······	Table A - Prei	mium breakd			mental second	oyer	· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·			·	· · · · · · · · · · · · · · · · · · ·	
· · · · · · · · · · · · · · · · · · ·		mium breakd			mental second						· · · · · · · · · · · · · · · · · · ·		
	Table A - Prei with the cour	mium breakd nty share at 7	0% of 1	the total pre	emium.								
	Table A - Prei with the cour Table B - Prei	mium breakd nty share at 7 mium breakd	0% of 1 own fc	the total pre or employee	emium. s and emplo	oyer	· · · · · · · · · · · · · · · · · · ·				· · · · · · · · · · · · · · · · · · ·		
	Table A - Prei with the cour Table B - Prei with the emp	mium breakd nty share at 7 mium breakd	0% of 1 own fc	the total pre or employee	emium. s and emplo	oyer	· · · · · · · · · · · · · · · · · · ·				· · · · · · · · · · · · · · · · · · ·		
	Table A - Prei with the cour Table B - Prei	mium breakd nty share at 7 mium breakd	0% of 1 own fc	the total pre or employee	emium. s and emplo	oyer	· · · · · · · · · · · · · · · · · · ·						
	Table A - Prei with the cour Table B - Prei with the emp	mium breakd nty share at 7 mium breakd	0% of 1 own fc	the total pre or employee	emium. s and emplo	oyer							
	Table A - Prei with the cour Table B - Prei with the emp	mium breakd nty share at 7 mium breakd	0% of 1 own fc	the total pre or employee	emium. s and emplo	oyer							
	Table A - Prei with the cour Table B - Prei with the emp	mium breakd nty share at 7 mium breakd	0% of 1 own fc	the total pre or employee	emium. s and emplo	oyer							
	Table A - Prei with the cour Table B - Prei with the emp	mium breakd nty share at 7 mium breakd	0% of 1 own fc	the total pre or employee	emium. s and emplo	oyer							
	Table A - Prei with the cour Table B - Prei with the emp prior year.	mium breakd nty share at 7 mium breakd ployee contrib	0% of t	the total pre or employee remaining th	emium. s and emplo ne same as t	yer he							
	Table A - Prei with the cour Table B - Prei with the emp prior year.	mium breakd nty share at 7 mium breakd ployee contrib	0% of i	the total pre	emium. s and emplo ne same as t	yer he							
·	Table A - Pre with the cour Table B - Pre with the emp prior year.	mium breakd nty share at 7 mium breakd ployee contrib	0% of t	the total pre	emium. s and emplo ne same as t	yer he					•		
	Table A - Prei with the cour Table B - Prei with the emp prior year.	mium breakd nty share at 7 mium breakd oloyee contrib	0% of f	the total pre	emium. s and emplo ne same as t	yer he		· · · · · · · · · · · · · · · ·			· • · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·	,
• • • • • • • • • • • • • • • • • • •	Table A - Prei with the cour Table B - Prei with the emp prior year.	mium breakd nty share at 7 mium breakd ployee contrib	0% of i	the total pre	emium. s and emplo ne same as t	yer he	······································	· · · · · · · · · · · · · · · · · ·	. ,		· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·	• • • • • • • • • •
• • • • •	Table A - Prei with the cour Table B - Prei with the emp prior year.	mium breakd nty share at 7 mium breakd ployee contrib	0% of i	the total pre	emium. s and emplo ne same as t	yer he	······································	· · · · · · · · · · · · · · · · · ·	. ,		· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·	• • • • • • • • • •
	Table A - Prei with the cour Table B - Prei with the emp prior year.	mium breakd nty share at 7 mium breakd ployee contrib	0% of f	the total pre	emium. s and emplo ne same as t	iyer ihe	······································	· · · · · · · · · · · · · · · · · · ·	· · · · · ·		· · · · · · · · · · · · · · · · · · ·	···· · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·

•\*

#### Fully Insured HRA -- SINGLE OPTION -- ALTERNATE RATE QUOTE BLUE NETWORK S

Group Name: Effective Date: Mktg. Representative: Broker Name:	Hawkins County Government 11/1/2015 - 10/31/2016 Diana McClurg Trout, Michael			ep. # egion	Quote # 106 332 2	
<u>PPO CONTRACTS</u> PPO RATES	<u>Individual</u> 102	<u>Ee-Spouse</u> 32	<u>Ee-Children</u> 18	<u>Fami</u> 43	<u>ly</u>	<u>Total</u> 195
	v			Spe	k Benefits Deductible Out-of-Pocket Coinsurance effice Visit Copsy cialist OV Copay at Patient Surgery ER Copay In Patient Copsy	\$1,000 \$2,000 70% - Ded/Coins Ded/Coins -

<u>4-Tier</u>		<u>Individual</u>	Ee-Spouse	Ee-Children	<u>Family</u>
PPO Plan	Coinsurance	\$386.41	\$811.46	\$707.13	\$1,172.75
Mental Health / SA	Unitd/Parity – 1P only Prior Auth	6.70	14.07	12.26	20.33
Prescription Drug Card	\$10/\$45/\$90	93.09	195.49	170.35	282.53
Special Accident	None	-	-	-	-
Vision Care Rider	None	-	-	•	-
COBRA Admin.	Admin w/ Notify	0.63	0.63	0.63	0.63
Other	None	•	-	-	-
Other	None	-	•	-	•
Total	-	\$486.83	\$1,021.65	\$890.37	\$1,476.24

**Comments:** 

- 50% of net eligible employees must be earolled (employees w/ other coverage are excluded from the calculation). Employer required to contribute a minimum of 50% of the individual rate for each employee. - Benefits are based on CORE4 benefits.

Commission Disclosure: The rates presented in this proposal include BlueCross BlueShield of Tennessee's distribution costs. If you use a broker, those costs are paid to the broker as commissions and may include additional compensation. If applicable, your broker can answer any questions you may have regarding commissions.
The monthly HRA administrative expense is \$3.00 per subscriber (these rates are not included in the total premium rate below).

- BlueCross BlueShield of Tennessee assumes that your plan meets the requirements to be considered Minimum Essential Coverage. If this is not accurate, please inform us immediately. The Minimum Value (MV) statement included on this plan's SBC is based on proposed rules, the MV calculator on the CMS website, and benefits administered by BCBST. The determination of MV is ultimately an employer or plan sponsor responsibility. You may contact a third party, such as an actuarial consulting firm, for a review if you disagree with our indication.

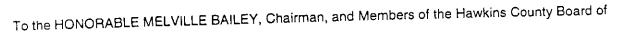
- BLUBCROSS BLUESHIELD OF TENNESSEE DOES NOT CONDUCT NONDISCRIMINATION TESTING TO DETERMINE WHETHER A GROUP'S HEALTH PLAN IS COMPLIANT WITH IRS RULES THAT PROHIBIT A HEALTH PLAN FROM FAVORING HIGHLY COMPENSATED INDIVIDUALS OR KEY EMPLOYEES. ------

Essential Health Benefits: No	Minimum Essential Coverage: Yes	Meets Minimim	Value: Yes
PPO IER Retention: 19.97%		Monthly Premium:	\$ 161,854
Underwriter: JoAnne Weddington		Date:	9/21/2015

Completed

# RESOLUTION

No.2015 10 /03



Commission in Regular Session, met this 26th day of October, 2015.

# RESOLUTION IN REF: APPROVAL OF EMPLOYEE HEALTH INSURANCE PLAN RATES FROM NOVEMBER 1, 2015- OCTOBER 31, 2016

WHEREAS, upon the request of the Hawkins County Board of Commissioners, an insurance committee was formed in 2013, to determine if the cost of employee health insurance could be lowered for the employee and be cost neutral to the county; and

WHEREAS, at the August 25<sup>th</sup>, 2014, Hawkins County Commission meeting, the Commission approved Resolution #3 titled "Employee Health Benefits Administration And Plan" which changed the employee health, dental, and vision insurance from the Tennessee State Plan to a plan through an insurance broker who devised a plan specifically for Hawkins County through Blue Cross-Blue Shield of Tennessee networks. This plan allowed the employee to pay 30% of the premium and the county pay 70%. The county also paid the first \$700.00 toward the employee's deductible and first \$700.00 toward a spouse, child, or family deductible. Said resolution #3 is attached; and

WHEREAS, the plan rates were from November 1, 2014 to October 31, 2015, with open enrollment from October 1<sup>st</sup> - 31<sup>st</sup> and will continue as such each year; and

WHEREAS, as per the report from the insurance company, the savings for the county during the 2014-15 fiscal year was \$89,455.00; and

WHEREAS, the new rates for FY 2015-16 are available with a 3.97% increase, making the medical rates have an annual premium increase of \$74,164.52, which will be from November 1, 2015 to October 31, 2016. The rates for the dental and vision plans did not increase; and

WHEREAS, the Insurance Committee has met and is recommending that the county pay the percentage increase, rounding up the percentage to 4%. Thus the employee will pay 26% and the county will pay 74% of the annual premium increase. The deductible will continue to be paid as set forth in the inception of the plan. (See attached quote)

THEREFORE BE IT RESOLVED THAT the new rates be approved with a percentage of 74% for county and 26% for employee with new rates taking effect November 1, 2015.

Introduced By Esq. Joe McLain,- Chrmn. Insurance Comm.	ACTION:	AYE	NAY	PASSED
Seconded By Esq. Eugene Christian	Roll Call	d0		0
Date Submitted October 13, 2015	Voice Vote			
) ANCIA DAVID	Absent			
County elegk	COMMITTEE ACTION			
By:				
0				
Chairman				

#### Fully Insured HRA -- SINGLE OPTION -- ALTERNATE RATE QUOTE BLUE NETWORK S

Group Name: Effective Date: Mktg. Representative: Broker Name:	Hawkins County Government 11/1/2015 - 10/31/2016 Diana McClurg Trout, Michael			Quote # 10 Rep. # 332 Region 2	96
PPO CONTRACTS	<u>Individual</u> 102	<u>Ee-Spouse</u> 32	<u>Ee-Children</u> 18	<u>Family</u> 43	<u>Total</u> 195
<u>PPO RATES</u>	•			In Nerwork Benefits Deductib Out-of-Pock Coinsurant Othice Visit Copy Specialist OV Copy Out Patient Surge ER Copy In Patient Copy	et \$2,000 ce 70% ay - ry Ded/Coins ay Ded/Coins
		Individual	Ec-Spouse	Ee-Children	<u>Family</u>

<u>4-Tier</u>		Individual	<u>BL-ODVUS</u>	<u> </u>	
PPO Plan	Coinsurance	\$386.41	\$811.46	\$707.13	\$1,172.75
	Unitd/Parity - IP only	6.70	14.07	12.26	20.33
Mental Health / SA	Prior Auth \$10/\$45/\$90	93.09	195.49	170.35	282.53
Prescription Drug Card Special Accident	None	-	•	-	•
Vision Care Rider	None to taking with Notify	- 0.63	0.63	0.63	0.63
COBRA Admin. Other	Admin w/ Notify None	-	-	•	-
Other	None	-	-	<b>.</b>	
Total	•	\$486.83	\$1,021.65	\$890.37	\$1,476.24

- 50% of net eligible employees must be enrolled (employees w/ other coverage are excluded from the calculation). Employer required to contribute a minimum of 50% of the individual rate for each employee.

- Benefits are based on CORE4 benefits.

Commission Disclosure: The rates presented in this proposal include BlueCross BlueShield of Tennessee's distribution costs. If you use a broker, those costs are paid to the broker as commissions and may include additional compensation. If applicable, your broker can answer any questions you may have regarding commissions.
The monthly HRA administrative expense is \$3.00 per subscriber (these rates are not included in the total premium rate below).

- BlueCross BlueShield of Tennessee assumes that your plan meets the requirements to be considered Minimum Essential Coverage. If this is not accurate, please inform us immediately. The Minimum Value (MV) statement included on this plan's SBC is based on proposed rules, the MV calculator on the CMS website, and benefits administered by BCSST. The detonnination of MV is ultimately an employer or plan sponsor responsibility. You may contact a third party, such as an actuarial consulting firm, for a review if you disagree with our indication.

- BLUECROSS BLUESHIELD OF TENNESSEE DOES NOT CONDUCT NONDISCRIMINATION TESTING TO DETERMINE WHETHER A GROUP'S HEALTH PLAN IS COMPLIANT WITH IRS RULES THAT PROHIBIT A HEALTH PLAN FROM FAVORING HIGHLY COMPENSATED INDIVIDUALS OR KEY EMPLOYEES.

and the second		
Essential Health Benefits: No	Minimum Essential Coverage: Yes	Meets Minimim Value: Yes
PPO IER Retention: 19.97%		Monthly Premium: \$ 161,854
Underwriter: JoAnne Weddington		Date: 9/21/2015
Underwiner. Jozaine meddington		

Completed

# RESOLUTION

No. 2014/08/03

To the HONORABLE MELVILLE BAILEY, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 25<sup>th</sup> day of August 2014.

## RESOLUTION IN REF: EMPLOYEE HEALTH BENEFITS ADMINISTRATION AND PLANS

WHEREAS, the Hawkins County Commission deemed it necessary to ensure the employees of Hawkins County have the most competitive and cost effective health insurance available; and

WHEREAS, the citizens of Hawkins County deserve the assurance that taxpayer funds are efficiently distributed in a manner to maximize benefit to the taxpayer and employee; and

WHEREAS, after 17 months of deliberation the Hawkins County Employee Health Insurance Committee voted unanimously on the 18<sup>th</sup> of July 2014 to present the attached medical, dental, and vision rates for implementation to be effective the 1<sup>st</sup> day of November 2014; and

WHEREAS, the Hawkins County Employee Health Insurance Committee will continue to monitor and evaluate the plan in conjunction with the chosen advisor; and

WHEREAS, the legislative body of Hawkins County accepts the proposed rates and agrees to fund the health insurance reimbursement arrangement as presented; and

THEREFORE, BE IT RESOLVED, the legislative body of Hawkins County accepts the proposed rates and agrees to fund the health insurance reimbursement arrangement as presented and attached.

Introduced by Esq. John C. Metz	ACTION	AYE	NAY	PASSED	
Seconded by Esq. Joe McLain	Roll Call	19		1	
Date Submitted	Voice Vote	<del></del>	<del></del>		
A. Canoll Denteins	Absent	1	<u> </u>		
By:	COMMITTEE ACTION				
Chairman					-

#### **Fully Insured** SINGLE OPTION -- PROSPECTIVE RATE QUOTE **BLUE NETWORK S**

Group Name: Effective Date: Mktg. Representative: Broker Name:	Hawkins Co 11/1/2014 - Shawn Fraz Trout, Mich	tler			Que Rep. # 324 Region 2	ote #101
PPO CONTRACTS		Individual 101	<u>Ec-Spouse</u> 34	<u>Ee-Children</u> 19	<u>Family</u> 24	<u>Total</u> 178
<u>PPO RATES</u>		, , , , , , , , , , , , , , , , , , ,			in Network Penet Ou Office Specialist Out Patie	
:	<u>4-Tier</u>		Individual	Ee-Spouse	Ee-Children	Family
PPO	O Plan	Coinsurance	\$382.64	\$803.54	\$700.23	\$1,161.31
Mental Healt	h/SA <sup>Um</sup>	itd/Parity – IP only Prior Auth	7.28	15.29	13.32	22.09
Prescription Drug Special Ac		\$10/\$45/\$90 None	77,71	163.19	142.21	235.85
Vision Care COBRA A	Rider	None Admin w/ Notify	0.63	0.63	0.63	0.63

Vision Care Rider COBRA Admin. Other	None Admin w/ Notify None	0.63	0.63	0.63	0.63
Other	None		-		
Total		\$468.26	\$982.65	\$856.39	\$1,419.88

Comments:

- Benefits are based on CORE4 benefits.

- Commission Disclosure: The rates presented in this proposal include BlueCross BlueShield of Tennessee a distribution costs. If you use a broker, those costs are paid to the broker as commissions and may include additional compensation. If applicable, your broker can answer any questions you may have regarding commissions.

- BlueCross BlueShield of Tennessee assumes that your plan meets the requirements to be considered Minimum Essential Coverage. If this is not accurate, please inform us immediately. The Minumum Value (MV) statement included on this plan's SBC is based on proposed rules, the MV calculator on the CMS website, and benefits administered by BCBST. The determination of MV is ultimately an employer or plan aports responsibility. You may contact a third party, such as an actuarial consulting firm, for a review if you disagree with our indication

- BLUECROSS BLUESHIELD OF TENNESSEE DOES NOT CONDUCT NONDISCRIMINATION TESTING TO DETERMINE WHETHER A GROUP'S HEALTH PLAN IS COMPLIANT WITH IRS RULES THAT PROHIBIT A HEALTH PLAN FROM FAVORING HIGHLY COMPENSATED INDIVIDUALS OR KEY EMPLOYEES.

Essential Health Benefits: No Minimum Essential Coverage: Yes Meets Minimim Value: Yes PPO IER Retention: Monthly Premium: \$ 131,053 Underwriter: 7 Date: 7/22/2014 ------ليتعاد الارتفاد فتتدالك Completed

RESOLUTION

No. 2015/

04

- 11

To the HONORABLE MELVILLE BAILEY, Chairman, and Members of the Hawkins County Board of

Commission in Regular Session, met this 23th day of November, 2015.

#### APPROVAL TO ACCEPT HELP AMERICA VOTE ACT (HAVA) GRANT FUNDS **RESOLUTION IN REF:** IN THE AMOUNT \$280,000 FROM THE STATE OF TENNESSEE DIVISION OF ELECTIONS FOR THE PURPOSE OF PURCHASING NEW VOTING MACHINES

WHEREAS, the Help America Vote Act (HAVA) is offering grant funding to counties in the state for the purpose of purchasing new voting machines. Each county is allocated ten thousand dollars (\$10,000) per precinct; and

WHEREAS, Hawkins County has twenty-eight (28) voting precincts including the two (2) early voting precincts. Therefore, Hawkins County has been allocated two hundred eighty thousand dollars (\$280,000) to purchase new voting machines. There is no matching funds required from the county; and

WHEREAS, Hawkins county will be required by the State Division of Election to returned back to the state HAVA fund any proceeds received from the sale of the existing equipment.

THEREFORE BE IT RESOLVED THAT approval be given to accept the HAVA grant in the amount of \$280,000 for the purpose of purchasing new voting machines; and

FURTHER BE IT RESOLVED THAT authorization be given for Melville Bailey, County Mayor to execute all documents pertaining to the grant.

Introduced By Esq. Gary Hicks, Chrmn - Bdgt Comm	ACTION: AYE NAY PASSED
Seconded By Esq	Roll Call
Date Submitted	Voice Vote
	Absent
County Clerk	
Ву:	
Chairman Muhille Baile	

TO THE HONORABLE MELVILLE BAILEY, CHAIRMAN, AND MEMBERS OF THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 23RD DAY OF NOVEMBER, 2015.

# RESOLUTION IN REFERENCE: BUDGET AMENDMENT - GENERAL FUND

TI	he following budg	get amendments are	e being requeste	d as listed b	elow:
r					

	ne lollowing budget amendments are	1	1910940010					
Account Numb <del>e</del> r	Description							
		T	Current					Amended
	INDUSTRIAL DEVELOPMENT		Budget					Budget
	Increase Expenditures				Increase	_		
58120-499	Other Supplies & Materials	1	1,500.00	-	500.00			2,000.0
	De ser a constituence	+					Decrease	· · _ · · · · · · · · · · · · · ·
50100 000	Decrease Expenditures Maintenance & Repair Services - Equip	+	5,000.00				(500.00)	4,500.0
58120-330	Sub-total Expenditures	s	6,500.00	\$	500.00	\$	(500.00) \$	
	Other Supplies & Materials is being incre							
Dhinne Bon	d Industrial Park.	400				3		
rnipps ben	The above increase will come from a tran	sfer	within the bu	Ida	et		·	
	The above increase will come from a trai			•9	<u> </u>			<u>_</u>
		1	Current		······································			Amended
	ELECTION COMMISSION		Budget					Budget
	Increase Expenditures	$\top$			Increase			
51500-189	Other Salaries & Wages	1	13,000.00		414.00			13,414.0
	Election Commission		11,000.00		120.00			11,120.0
	Legal Notices	+	6,800.00	1	175.00			6,975.0
51500-552	Sub-total Expenditures	\$	30,800.00	ŝ	709.00	s	0.00	\$ 31,509.0
		Ť		Ť		ľ-		
			Current					Amended
	OTHER SOURCES (REVENUE)		Budget					Budget
	Increase Revenue				Increase	<u> </u>		
46990	Other State Revenue		0.00		709.00			709.0
	Sub-total Revenues	\$	0.00	<u> \$</u>	709.00	\$	0.00	
ļ	The above increase is due to a reimburs	eme	nt by the Stat		Liection Con		or pro-plan	Said expenses
generated	by a state lawsuit for which the county electron and securing of data from the voti	CILOR	Commission	d ir	the Novem	ha	r 2014 election	on and the
were for ex	requirement for said extraction.	T T	nacianes uses	1		Ī		ing dire the
legal notice				t		1		
			Current					Amended
			Budget	. 	Increase		Decrease	Budget
	Page Totals- Expenditures	\$	37,300.00		1,209.00	+	(500.00)	
	Page Totals- Revenues	\$	0.00	\$	709.00	\$	0.00	\$ 709.0
INTRODUCE	D BY: Gary Hicks			E	ESTIMATED C	:09	ST	
		_				-		FUI
SECONDED	BY:			ł	PAID FROM	-		
		-						
ACTION:	AYE NAY	_		[	DATE SUBMIT	ΤĒ	D	<u></u>
ROLL CALL	<u></u>	_		(	COUNTY CLE	RK	: NANCY A	. DAVIS
VOICE VOTE	I	_		1	BY:			
ABSENT								
COMMITTEE					APPROVED			DISAPPROVED
COMMITTEE	e Action.			,				
	<u>.                                    </u>	_	M.	1	1 1	-	1.1	
	CHAIRMAN:	_	///ulsi	U			ANG	
					MELVILLE E	A		

RESOLUTION NO. 2015 / 11 / 06

TO THE HONORABLE MELVILLE E. BAILEY, CHAIRMAN, AND MEMBERS OF THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 23<sup>rd</sup> DAY OF NOVEMBER 2015.

# 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, November 23, 2015, go on record as passing this resolution.

Introduced by Esq. Gary Hicks	Estimated Cost:	·
Seconded by Esq	Paid From	Fund
ACTION: Aye Nay	Date Submitted	
Roll Call	County Clerk: Nancy A. Davis	
Voice Vote	Ву:	
Absent		
COMMITTEE ACTION:	APPROVED DISAPPROV	ED
	·	
CHAIRMAN: Melville E. Baile	θγ	

#### FUND: 141 GENERAL PURPOSE SCHOOL FUND AMENDMENT NUMBER: <u>3</u> DATE: <u>November 23, 2015</u>

ORIGINAL BUDGET AMOUNT PREVIOUS AMENDMENTS TOTAL REQUESTED AMENDMENT TOTAL 52,909,100.00 120,290.02 53,029,390.02 4,800.00 53,034,190.02

esc Code	ACCOUNT NO	DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
SC COOL	Recoolinito	EXPENDITURES				
	· · · · · ·					
		71150 ALTERNATIVE INSTRUCTION PROGRAM	1			
1	71150-599-ATEAM	Other Charges		200.00		200.
		Subtotal		200.00	<u>-</u>	200.
		72120 HEALTH SERVICES				42 641
2	72120-105-CSH	Supervisor/Director		43,641.00		43,641.
2	72120-189-CSH	Other Salaries & Wages	43,641.00		43,641.00	
2	72120-189-FRC	Other Salaries & Wages	36,315.00		36,315.00	
2	72120-201FRC	Social Security	2,252.00		2,252.00	
2	72120-204-FRC	State Retirement	3,283.00		3,283.00	
2	72120-206-FRC	Life Insurance	144.00		144.00	
2	72120-207-FRC	Medical Insurance	13,277.00		13,277.00	
2	72120-212-FRC	Employer Medicare	527.00		527.00	
2	72120-355-FRC	Travel	750.00		750.00	
2	72120-499-FRC	Other Supplies and Materials	5,700.00		5,700.00	
		Subtotal	105,889.00	43,641.00	105,889.00	43,641.
		72130 OTHER STUDENT SUPPORT			0.007.00	
2	72130-161-FRC	Secretary(s)	9,637.00		9,637.00	
2	72130-189-FRC	Other Salaries & Wages	-	45,952.00		45,952
2	72130-201-FRC	Social Security	598.00	2,252.00		2,850
2	72130-204-FRC	State Retirement	871.00	3,283.00		4,154
2	72130-206-FRC	Life Insurance	72.00	144.00		216
2	72130-207-FRC	Medical Insurance	2,466.00	13,277.00		15,743
2	72130-212-FRC	Employer Medicare	140.00	527.00		667
2	72130-355-FRC	Travel	-	750.00		750
2	72130-399-\$3	Other Contracted Services	37,418.50		1,087.71	36,330
2	72130-499-FRC	Other Supplies and Materials		5,700.00		5,700
2	72130-499-53	Other Supplies and Materials	1,026.79	5,965.67		6,992
2	72130-790-S3	Other Equipment	27,386.88		4,877.96	22,508
		Subtotal	79,616.17	77,850.67	15,602.67	141,864
		72410 OFFICE OF THE PRINCIPAL				A COC
3	72410-599	Other Charges		4,600.00		4,600
		Subtotal		4,600.00		4,600
				····-		· · · · ·
		72620 MAINTENANCE OF PLANT		25 000 00		59,668
4	72620-717	Maintenance Equipment	24,668.00	35,000.00		59,668
		Subtotal	24,668.00	35,000.00	· · · ·	59,000
	ļ	· · · · · · · · · · · · · · · · · · ·			<u> </u>	
	<u> </u>	76100 REGULAR CAPITAL OUTLAY	F 0 5 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0		35,000.00	490,000
4	76100-707	Building Improvements	525,000.00		35,000.00	490,000
		Subtotal	525,000.00		35,000.00	+30,000
	<u></u>	DEVICAN LES			ł·	·
	44570-ATEAM	REVENUES Contributions & Gifts		200.00		200
<u>1</u> 3	46980	Other State Grants		4,600.00	-	4,600
<u> </u>		Total	•	4,800.00		4,800
	<u> </u>					
	1	TOTAL EXPENDITURES	735,173.17	161,291.67	156,491.67	739,973
	-	TOTAL REVENUES	-	4,800.00		4,800
	+					
	This budget amend	ment is to budget for the following:				
	ing outget uniting		· · ·			
1	To budget monies a	awarded to the Alternative School from U-Trust	to be used for sta	aff appreciation.		
2	To reallocate funds	to the appropriate account to correspond with	ePlan.			
-		tions for grant monies for the Student Ticket Su				

RESOLUTION NO. 2015 / 11 / 07

TO THE HONORABLE MELVILLE E. BAILEY, CHAIRMAN, AND MEMBERS OF THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 23<sup>rd</sup> DAY OF NOVEMBER 2015.

# **RESOLUTION IN REF:** FEDERAL PROJECTS FUND BUDGET AMENDMENT

WHEREAS, the Hawkins County Board of Education has approved the attached budget amendment to the Federal Projects 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, November 23, 2015, go on record as passing this resolution.

Introduced by Esq. Gary Hicks	Estimated Cost:	Estimated Cost:				
Seconded by Esq	Paid From	Fund				
ACTION: Aye Nay	Date Submitted					
Roll Call	County Clerk: N	lancy A. Davis				
Voice Vote	Ву:					
Absent						
COMMITTEE ACTION:	APPROVED	DISAPPROVED				
CHAIRMAN: Melville	<u>e E. Bailey</u>					

# FUND: 142 FEDERAL PROJECTS FUND AMENDMENT NUMBER: 2 DATE: November 23, 2015

ORIGINAL BUDGET	4,035,208.00
PREVIOUS AMENDMENTS	1,339,785.30
TOTAL	5,374,993.30
REQUESTED AMENDMENT	29,196.42
TOTAL	5,404,189.72
	3,404,103.72

ACCOUNT NO	DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
	EXPENDITURES				
					<u> </u>
	71100 REGULAR INSTRUCTION PROGRAM			26 726 00	100 451 00
71100-116	Teachers	216,177.00		26,726.00	189,451.00
71100-163	Educational Assistants	336,396.00			336,396.00
71100-189	Other Salaries & Wages	64,000.00	87,459.00		151,459.00
71100-195	Certified Substitute Teachers	8,000.00			8,000.00
71100-198	Non-Certified Substitute Teachers	12,000.00			12,000.00
71100-201	Social Security	40,623.00	1,364.00	2,231.00	39,756.00
71100-204	State Retirement	52,557.00	2,022.00	2,947.00	51,632.00
71100-206	Life Insurance	5,176.00	216.00		5,392.00
71100-207	Medical Insurance	278,119.00		7,432.00	270,687.00
71100-210	Unemployment Compensation	1,280.00			1,280.00
71100-212	Employer Medicare	10,435.00	737.32	94.00	11,078.32
71100-311	Contracts with Other School Systems	-	25,000.00		25,000.00
71100-336	Maintenance & Repair - Equipment	8,200.00		5,200.00	3,000.00
71100-399	Other Contracted Services	-	178,000.00		178,000.00
71100-429	Instructional Supplies & Materials	388,627.25	50,500.00	51,524.25	387,603.00
71100-499	Other Supplies & Materials	38,956.00	28,229.00		67,185.00
71100-599	Other Charges	5,000.00	2,500.00		7,500.00
71100-722	Regular Instruction Equipment	280,322.47	991.00		281,313.47
	Subtotal	1,745,868.72	377,018.32	96,154.25	2,026,732.79
	72130 OTHER STUDENT SUPPORT				
72130-189	Other Salaries & Wages	191,555.50		10,203.75	181,351.75
72130-201	Social Security	11,174.00	284.00		11,458.00
72130-204	State Retirement	16,489.00	417.00		16,906.00
72130-206	Life Insurance	648.00			648.00
72130-207	Medical Insurance	28,859.00			28,859.00
72130-210	Unemployment Compensation	180.00			180.00
72130-212	Employer Medicare	2,910.00	67.00		2,977.00
72130-355	Travel	15,000.00			15,000.00
72130-499	Other Supplies & Materials	5,800.00	1,095.00		6,895.0
72130-524	In-Service/Staff Development	5,000.00			5,000.00
72130-599	Other Charges	172,755.00	6,546.00		179,301.00
72130-790	Other Equipment	8,000.00	1,850.00		9,850.00
	Subtotal	458,370.50	10,259.00	10,203.75	458,425.7
	72210 REGULAR INSTRUCTION - SUPPORT	-			
72210-105	Supervisor/Director	70,926.78			70,926.7
72210-105	Secretary(s)	27,500.00			27,500.00
72210-101	Clerical Personnel		5,000.00		5,000.00

72210-189	Other Salaries & Wages	68,572.80			68,572.80
72210-201	Social Security	10,583.00	551.17		11,134.17
72210-204	State Retirement	15,515.00	807.20		16,322.20
72210-206	Life Insurance	432.00			432.00
72210-207	Medical Insurance	33,000.00			33,000.00
72210-210	Unemployment Compensation	120.00			120.00
72210-212	Employer Medicare	2,752.00	129.38		2,881.38
72210-308	Consultants	-			
72210-336	Maintenance & Repair - Equipment	8,000.00			8,000.00
72210-355	Travel	8,000.00	2,518.57		10,518.57
72210-399	Other Contracted Services	5,000.00			5,000.00
72210-432	Library Books/Media	2,000.00	180.00	<u> </u>	2,180.00
72210-499	Other Supplies & Materials	23,919.22	266.00		24,185.22
72210-524	In-Service/Staff Development	113,954.34	824.78		114,779.12
72210-599	Other Charges	-			
72210-790	Other Equipment	5,000.00			5,000.00
	Subtotal	395,275.14	10,277.10		405,552.24
	99100 OTHER USES/TRANSFERS OUT & II	NDIRECT COST			
99100-504	Indirect Cost	-	4,000.00		4,000.00
	Subtotal	-	4,000.00	-	4,000.00
	Total Expenditures	2,599,514.36	401,554.42	106,358.00	2,894,710.78
	REVENUE				
47146	Title III Grants	1,355.34	66.78		1,422.12
47590	Other Federal Through State		295,129.64		295,129.64
47350	Total Revenues	1,355.34	295,196.42	-	296,551.76
	This budget amendment is to budget	for the following:			
	To reallocate certain accounts due to the	schools moving monie	es in their account	s at the school level	•
Title I	To budget some carryover that was not i	ncluded in the final bud	dget from the Stat	ie.	
Title III	To make appropriations for the 2015-16	EX for the remainder of	f the Math Science	e Partnership grant	
MSP	To make appropriations for the 2013-10			<u>· ĭ </u>	

.

#### CERTIFICATE OF ELECTION OF NOTARIES PUBLIC

Resolution No. 2015/11/08

# AS CLERK OF THE COUNTY OF HAWKINS, TENNESSEE

# NOTARY PUBLIC DURING THE NOVEMBER 23, 2015 MEETING OF THE GOVERNING BODY:

NAME	HOME ADDRESS	BUGINESS
	167 LAUREN DR.	FIRST COMMUNITY BANK
1. CHELSEA L. BARNARD	ROGERSVILLE, TN. 37857	ROGERSVILLE, TN. 37857
	250 W. CANEY CREEK RD.	CIVIS BANK
2. JOANNE W. BROOKS	ROGERSVILLE, TN. 37857	ROGERSVILLE, TN. 37857
	142 DONALD CHARLES DR.	SELF EMPLOYED
3. PAM CHARLES	SURGOINSVILLE, TN. 37873	SURGOINSVILLE, TN. 37873
	1012 OVERHILL DR.	AMEDISYS
4. ANGELIA G. GREER	ROGERSVILLE, TN. 37857	ROGERSVILLE, TN. 37857
	161 HAGOOD CR.	HAWKINS COUNTY SCHOOLS
5. SHANNON DENISE HARRELL	MOORESBURG, TN. 37811	ROGERSVILLE, TN. 37857
5. SIDANION DENIDE ID adde	213 RENO ST. APT #4	FIRST COMMUNITY BANK
6. DEBBIE ALVIS HELTON	ROGERSVILLE, TN. 37857	ROGERSVILLE, TN. 37857
6. DEBBIE ALVIS HELTON	3859 GOSHEN VLY. RD.	JOE ZOOK STATE FARM
7. ANDREA M. MOWELL	ROGERSVILLE, TN. 37857	ROGERSVILLE, TN. 37857
ANDREA M. MATTELL	5259 HWY 66 N	CIVIS BANK
	ROGERSVILLE, TN. 37857	ROGERSVILLE, TN. 37857
8. SARAH L. RUSSELL		
	· · · · · · · · · · · · · · · · · · ·	
······································		
· · · · · · · · · · · · · · · · · · ·		
· · · · · · · · · · · · · · · · · · ·		
		and the second

(Seal)

Clerk of the County of Hawkins, Tennessee