

COUNTY COMMISSION- REGULAR SESSION

NOVEMBER 17, 2014

BE IT REMEMBERED THAT:

COUNTY COMMISSION MET PURSUANT TO ADJOURNMENT IN REGULAR SESSION OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS THIS MONDAY MORNING, NOVEMBER 17, 2014, 9:00 A.M. IN BLOUNTVILLE, TENNESSEE. PRESENT AND PRESIDING WAS HONORABLE RICHARD VENABLE, COUNTY MAYOR, JEANIE GAMMON, COUNTY CLERK AND SHERIFF WAYNE ANDERSON OF SAID BOARD OF COMMISSIONERS,

TO WIT:

The Commission was called to order by County Mayor Richard Venable. Sheriff Wayne Anderson opened the commission and Comm. Matthew Johnson gave the invocation. Pledge to the flag was led by Sheriff Wayne Anderson.

COMMISSIONERS PRESENT AND ANSWERING ROLL WERE AS FOLLOWS:

MARK BOWERY	DARLENE CALTON
MICHAEL B. COLE	JOHN CRAWFORD
JOHN GARDNER	SHERRY GREENE GRUBB
ANDY HARE	TERRY HARKLEROAD
MACK HARR	JOE HERRON
BAXTER HOOD	DENNIS L. HOUSER
MATTHEW J. JOHNSON	BILL KILGORE
KIT MCGLOTHLIN	RANDY MORRELL
BOB NEAL	BOBBY RUSSELL, JR.
CHERYL RUSSELL	PATRICK W. SHULL
ANGIE STANLEY	MARK VANCE
BOB WHITE	EDDIE WILLIAMS

24 PRESENT 0 ABSENT

The following pages indicates the action taken by the Commission on re-zoning requests, approval of notary applications and personal surety bonds, motions, resolutions and other matters subject to the approval of the Board of Commissioners.

Motion was made by Comm. Randy Morrell and seconded by Comm. Darlene Calton to approve the minutes of the October 20, 2014 Regular Session of and October 31, 2014 County Commission. Said motion was approved by roll call vote.



SULLIVAN COUNTY

OFFICE OF ACCOUNTS & BUDGETS

3411 Highway 126, Suite 202 ▪ Blountville, Tennessee 37617
E-Mail: acctsdire@sullivancountyttn.gov
(423) 323-6409 ▪ Fax: (423) 279-2899

FINANCE
BUDGETING
ACCOUNTS
PAYABLE

PERSONNEL
PAYROLL
EMPLOYEE
BENEFITS

MEMORANDUM

TO: Members of the Sullivan County Commission

FROM: Larry G. Bailey, Director of Accounts & Budgets

SUBJECT: Acknowledgement of Tax Revenue Anticipation Notes (TRANs) Issue

DATE: November 10, 2014

As required by the Office of State and Local Finance, a copy of the "Report on Debt Obligation" is attached. It is required that County Commissioners be made aware of the issue and that it is entered into the minutes of the monthly meeting on November 17, 2014.

Thank you.

RECEIVED

RECEIVED

Page 1 of 3 SEP 24 2014

REVISED 1/1/14 Revised Effective 1/1/14

STATE AND LOCAL FINANCE REPORT ON DEBT OBLIGATION
(Pursuant to Tennessee Code Annotated Section 9-21-101)

LOCAL FINANCE

1. Public Entity:
 Name: Sullivan County
 Address: 3411 Highway 126, Suite 202
Blountville, TN 37617
 Debt Issue Name: TRAN - General Purpose School
 If disclosing initially for a program, attach the form specified for updates, indicating the frequency required.

2. Face Amount: \$ 2,500,000.00
 Premium/Discount: \$ _____

3. Interest Cost: 0.9500 % Tax-exempt Variable
 TIC NIC
 Variable: index _____ plus _____ basis points; or
 Variable: Remarketing Agent _____
 Other: _____

4. Debt Obligation:
 TRAN BAN CON
 BAN CRAN GAN
 Bond Loan Agreement Capital Lease
 If any of the notes listed above are issued pursuant to Title 9, Chapter 21, enclose a copy of the executed note with the filing with the Office of State and Local Finance ("OSLF").

5. Ratings:
 Unrated
 Moody's Aa2 Standard & Poor's _____ Fitch _____

6. Purpose:

		BRIEF DESCRIPTION
<input type="checkbox"/> General Government	_____ %	_____
<input checked="" type="checkbox"/> Education	<u>0.95</u> %	<u>TRAN for Sullivan County General Purpose School</u>
<input type="checkbox"/> Utilities	_____ %	_____
<input type="checkbox"/> Other	_____ %	_____
<input type="checkbox"/> Refunding/Renewal	_____ %	_____

7. Security:
 General Obligation General Obligation + Revenue/Tax
 Revenue Tax Increment Financing (TIF)
 Annual Appropriation (Capital Lease Only) Other (Describe): _____

8. Type of Sale:
 Competitive Public Sale Interfund Loan _____
 Negotiated Sale Loan Program _____
 Informal Bid

9. Date:
 Dated Date: 09/12/2014 Issue/Closing Date: 09/12/2014

REPORT ON DEBT OBLIGATION
(Pursuant to Tennessee Code Annotated Section 9-21-151)

10. Maturity Dates, Amounts and Interest Rates *:

Year	Amount	Interest Rate	Year	Amount	Interest Rate
2015	\$ 2,500,000.00	0.9500 %		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%

if more space is needed, attach an additional sheet.

if (1) the debt has a final maturity of 31 or more years from the date of issuance, (2) principal repayment is delayed for two or more years, or (3) debt service payments are not level throughout the retirement period, then a cumulative repayment schedule (grouped in 5 year increments out to 30 years) including this and all other debt secured by the same source **MUST BE PREPARED AND ATTACHED**. For purposes of this form, debt secured by an ad valorem tax pledge and debt secured by a dual ad valorem tax and revenue pledge are secured by the same source. Also, debt secured by the same revenue stream, no matter what tier level, is considered secured by the same source.

* This section is not applicable to the Initial Report for a Borrowing Program.

11. Cost of Issuance and Professionals:

No costs or professionals

	AMOUNT <small>(Round to nearest \$)</small>	FIRM NAME
Financial Advisor Fees	\$ 0	
Legal Fees	\$ 0	
Bond Counsel	\$ 0	
Issuer's Counsel	\$ 0	
Trustee's Counsel	\$ 0	
Bank Counsel	\$ 0	
Disclosure Counsel	\$ 0	
Paying Agent Fees	\$ 0	
Registrar Fees	\$ 0	
Trustee Fees	\$ 0	
Remarketing Agent Fees	\$ 0	
Liquidity Fees	\$ 0	
Rating Agency Fees	\$ 0	
Credit Enhancement Fees	\$ 0	
Bank Closing Costs	\$ 0	
Underwriter's Discount _____%		
Take Down	\$ 0	
Management Fee	\$ 0	
Risk Premium	\$ 0	
Underwriter's Counsel	\$ 0	
Other expenses	\$ 0	
Printing and Advertising Fees	\$ 0	
Issuer/Administrator Program Fees	\$ 0	
Real Estate Fees	\$ 0	
Sponsorship/Referral Fee	\$ 0	
Other Costs	\$ 0	
TOTAL COSTS	\$ 0	

REPORT ON DEBT DELIBERATION
(Pursuant to Tennessee Code Annotated Section 9-21-153)

12. Recurring Costs:

No Recurring Costs

	AMOUNT (Dollars and Cents)	APPROXIMATE DATE
Remarketing Agent		
Paying Agent / Registrar		
Trustee		
Liquidity / Credit Enhancement		
Escrow Agent		
Sponsorship / Program / Admin		
Other		

13. Disclosure Document / Official Statement:

None Prepared

EMMA link _____ or

Copy attached _____

14. Continuing Disclosure Obligations:

Is there an existing continuing disclosure obligation related to the security for this debt? Yes No

Is there a continuing disclosure obligation agreement related to this debt? Yes No

If yes to either question, date that disclosure is due _____

Name and title of person responsible for compliance _____

15. Written Debt Management Policy:

Governing Body's approval date of the current version of the written debt management policy 12/19/2011

Is the debt obligation in compliance with and clearly authorized under the policy? Yes No

16. Written Derivative Management Policy:

No derivative

Governing Body's approval date of the current version of the written derivative management policy _____

Date of Letter of Compliance for derivative _____

Is the derivative in compliance with and clearly authorized under the policy? Yes No

17. Submission of Report:

To the Governing Body: on 10/20/2014 and presented at public meeting held on 10/20/2014

Copy to Director to OST: on 09/23/2014 either by:

Mail to: _____ OR Email to: StateAndLocalFinancePublicDebtForm@cot.tn.gov

505 Deaderick Street, Suite 1600
James K. Polk State Office Building
Nashville, TN 37243-1402

18. Signatures:

	<u><i>Larry G. Bailey</i></u> AUTHORIZED REPRESENTATIVE	_____ PREPARER
Name	<u>Larry G. Bailey</u>	<u>Alan Mahaffey</u>
Title	<u>Director of Accounts and Budgets</u>	<u>Accounts and Budgets Office Manager</u>
Firm	<u>Sullivan County Government</u>	<u>Sullivan County Government</u>
Email	<u>lgbailley@sullivancountyttn.gov</u>	<u>alan.mahaffey@sullivancountyttn.gov</u>
Date	<u>09/23/2014</u>	<u>09/23/2014</u>

PRESENTATIONS

**PRESENTATION IN APPRECIATION TO LINDA BRITTENHAM FOR HER
YEARS OF SERVICE ON THE COUNTY COMMISSION.**

**PRESENTATION IN APPRECIATION TO CATHY ARMSTRONG FOR HER
YEARS OF SERVICE ON THE COUNTY COMMISSION.**

SULLIVAN COUNTY BOARD OF COMMISSIONERS
Blountville, Tennessee

Confirmation of Appointment

Whereas Sullivan County Mayor, Richard S. Venable, recommends in favor of reappointing Dr. Nancy Hamblen Acuff and Ms. Anita Buchanan Long to the Sullivan County Historic Zoning Commission;

Now therefore, the Sullivan County Board of Commissioners hereby confirms the appointment as set below:

Sullivan County Historic Zoning Commission

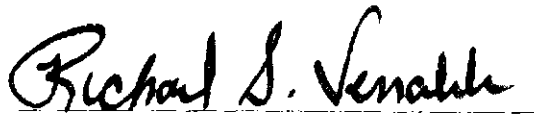
Dr. Nancy Hamblen Acuff

Term: 2014-2018

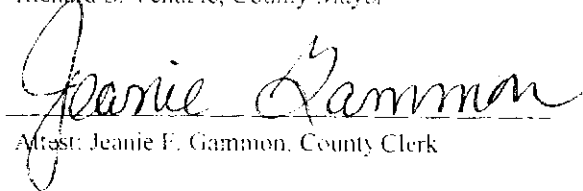
Anita Buchanan Long

Term: 2014-2018

Confirmed this 17th day of November 2014.



Richard S. Venable, County Mayor



Attest: Jeanie F. Gammon, County Clerk

Commission Action:

- Approved by Roll Call Vote
- Approved by Voice Vote
- Rejected on Vote

AYE	NAY	PASS	ABSENT
24	0		

SULLIVAN COUNTY CLERK
JEANIE GAMMON COUNTY CLERK
3258 HIGHWAY 126 SUITE 101
BLOUNTVILLE TN 37617
Telephone 423-323-6428
Fax 423-279-2725

Notaries to be elected November 17, 2014

VICKIE ARMSTRONG
GORDON TYRONE ALLEN BELLAMY
E. CLINTON T. BELLAMY
ANDREA LYNN BIRCHFIELD
BRIAN K BOLING
WESLEY NEAL BOOHER
ELIZABETH WILLIAMS BRIGHT
SONARA CHRISTIAN
BRANDI MICHELLE CLEVINGER
DEBORAH LYNN CORNS
KENNETH MICHAEL DAFFRON
MISTY MICHELLE FISCHER
ASHLEY VICTORIA FLOYD
KEVIN L FREDERICK
LISA DAWN GRUBB
SHERIE M. HORTON
KELLI JO HUTSON
VANESSA KIMBRIL
JOEL LAMB

LORETTA ANN LARGENT
SHARON P. LEWIS
SANDRA D. LIGHT
ELIGIA JOANN MARTELIZ
CHARLOTTE MARTIN
LOLA D. MCVEY
NANCY A. MURRAY
BLAIKE ASHTON PACK
DEBBIE J. PARKS
VELMA F PETERS
KAYLA PROFFITT
LEROY RUSSELL
BEN SHARRETT
AMANDA SMITH
NARASHA N TURNER
JANICE H WAGNER
JAMES F. WHITE
MARY DARLENE WINEGAR

PERSONAL SURETY
CHARLES EDWIN WILLIAMS, I
CHARLES W. HUNT
LARRY CLARKE
JIM STREET
NATHAN D. WILLIS
FRANK M. GEISENHAVER
10,000.00
FARM BUREAU
RICHARD K DICE
NELL R KILGORE
10,000

UPON MOTION MADE COMM. BOWERY AND SECONDED
BY COMM. WHITE AND STANLEY TO APPROVE THE
NOTARY APPLICATIONS HEREON, SAID MOTION WAS
APPROVED BY ROLL CALL VOTE OF THE COMMISSION
24 AYE

Roll Apprais
Call Notaries

Boujery	✓	✓
Calton	✓	✓
Cole	✓	✓
Crawford	✓	✓
Gaulner	✓	✓
Gubbe	✓	✓
Hare	✓	✓
Hankinroad	✓	✓
Harr	✓	✓
Harrison	✓	✓
Hood	✓	✓
Houser	✓	✓
Johnson	✓	✓
Kilgore	✓	✓
McGlothlin	✓	✓
Merrell	✓	✓
Neal	✓	✓
Becky Russell	✓	✓
Cheryl Russell	✓	✓
Shull	✓	✓
Stanley	✓	✓
Vance	✓	✓
White	✓	✓
Williams	✓	✓
24 Present		24 Aye
+ Abs		

White in D 9:15 am

Adjourned @ 10:25 am

Resolutions Resolutions

Consent

Agenda

2 5

NAME	2	5
Arubb	✓	✓
Hare ✓	✓	✓
Harbroad ✓	✓	✓
Harr ✓	✓	✓
Herron ✓	✓	✓
Hood ✓	✓	✓
Howser A ✓	✓	✓
Johnson ✓	✓	✓
Kilgore ✓	✓	✓
McWhitlin ✓	✓	✓
Monell ✓	✓	✓
Neal ✓	✓	✓
Bobby Russell ✓	✓	✓
Cheryl Russell ✓	✓	✓
Shull ✓	✓	✓
Stanley ✓	✓	✓
Vance ✓	✓	✓
White ✓	✓	✓
Williamson ✓	✓	✓
Bowery ✓	✓	✓
Colton ✓	✓	✓
Cole ✓	✓	✓
Crawford ✓	✓	✓
Gardner ✓	✓	✓

23 Aug
1 Abs.

24 Aug 23 Aug
1 Abs.

SULLIVAN COUNTY BOARD OF COMMISSIONERS

WORK SESSION

THURSDAY, NOVEMBER 13, 2014

Chairman Richard Venable called the meeting to order at 6:30 P. M. Roll call taken by County Clerk Jeanie Gammon. Invocation by Comm. McGlothlin. Pledge to Flag by Comm. Cheryl Russell. Absent: Houser

Resolutions on agenda for County Commission Meeting November 17, 2014 were presented and discussed with the following Resolutions being placed on Consent Agenda:

Resolution # 1 - AUTHORIZE COOPERATIVE PURCHASING AGREEMENTS FOR THE USE AND BENEFIT OF ALL COUNTY DEPARTMENTS AND THE DEPT. OF EDUCATION

Resolution # 3 – NAME BRIDGE NO. 82SR1260015 ON HWY 126 THE TROOPER BARRY MYERS MEMORIAL BRIDGE

Resolution # 4 – AUTHORIZE PURCHASING AGENT TO ENTER INTO ANOTHER FIVE YEAR EXTENSION TO THE EXISTING CONTRACT BETWEEN SECURUS TECHNOLOGIES, INC, AN INMATE COMMUNICATIONS COMPANY

All other Resolutions on Agenda to be taken up individually on November 17, 2014.

Public Comments – NONE

Adjourned 7:35

Submitted by: Jeanie Gammon, County Clerk

Sullivan County, Tennessee
Board of County Commissioners

Item I
Executive
No. 2014-10-66
Attachments

To the Honorable Richard S. Venable, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 20th day of October, 2014;

RESOLUTION to Authorize Cooperative Purchasing Agreements for the use and benefit of all County Departments and the Department of Education

WHEREAS, Tennessee Code Annotated (TCA) §12-3-1205 allows for master cooperative purchasing agreements upon the approval and consent of the local legislative body; and

WHEREAS, cooperative purchasing agreements allows local governments to purchase goods and services from other local, state and national cooperative purchasing alliances that have been competitively bid under the same requirements as required by the laws of the purchasing entity; and

WHEREAS, Tennessee state law was recently amended at the request of the Tennessee Association of Public Purchasing and the Tennessee County Commissioner's Association for all Tennessee counties to take advantage of cooperative purchasing agreements in effect throughout our state and nation; and

WHEREAS, Tennessee Code Annotated, Section 12-3-1205, states as follows:

- (1) Notwithstanding any other law to the contrary, any municipality county, utility district, or other local government of the state may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any goods, supplies, services, or equipment with one (1) or more other governmental entities outside this state, to the extent the laws of the other state permit the joint exercise of purchasing authority, in accordance with an agreement entered into between or among the participants; provided, such goods, supplies, services, or equipment were procured in a manner that constitutes competitive bidding and were advertised, evaluated, and awarded by a governmental entity and made available for use by other governmental entities.
- (2) A municipality, county, utility district, or other local government of the state may participate in a master agreement by adopting a resolution accepting the terms of the master agreement. If a participant in a joint or multi-party agreement is required to advertise and receive bids, then it will be deemed sufficient for those purposes that the purchasing entity or the entity that procured the bid complied with its own purchasing requirements. The participant shall acquire and maintain documentation that the purchasing entity or entities that procured the bid complied with its own purchasing requirements.

WHEREAS, Sullivan County desires to take advantage of the newly created law and reduce the taxpayer burden for duplication of services while still taking advantage of the lowest and best pricing under the

master cooperative agreements that have been competitively bid under the same requirements as required by the laws of the purchasing entity.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, this 17th day of NOVEMBER, 2014 shall hereby agree to the terms of the newly created law and authorize the use of the following master cooperative purchasing agreements whose membership is voluntary and of no cost to the counties as per attached exhibits:

- 1) National Joint Powers Alliance (NJPA). *(See Exhibit 1)*
- 2) The Cooperative Purchasing Network (TCPN). *(See Exhibit 2)*
- 3) U.S. Communities Government Purchasing Alliance. *(See Exhibit 3)*

This resolution shall take effect from and after its passage. All resolutions in conflict herewith be and the same rescinded insofar as such conflict exists.

Approved this 17th day of NOVEMBER, 2014.

Attested: Jeanie F. Gammon
Jeanie F. Gammon, County Clerk

Approved: Richard S. Venable
Richard S. Venable, County Mayor

Sponsored by: Terry Harkleroad
Prime Co-Sponsor(s): Matthew Johnson

2014-10-66	Administrative	Budget	Executive	County Commission
ACTION				Approved 11-17-14 23 Aye 1 Absent

Comments:

JOINT EXERCISE OF POWERS AGREEMENT



This Agreement is Between the National Joint Powers Alliance® (NJPA) and

(participating governmental agency)

Agreement. The participants in this Joint Exercise of Powers Agreement, hereinafter referred to as the Agreement, agree to jointly or cooperatively exercise certain powers common to them for the procurement of various goods and services by the participants. The term "governmental agency" as defined and used in this Agreement, includes any city, county, town, school district, education agency, post-secondary institution, governmental agency or other political subdivision of any agency of any state of the United States or any other country that allows for the Joint Exercise of Powers, and includes any instrumentality of a governmental agency. For the purpose of this section, an instrumentality of a governmental agency means an instrumentality having independent policy making and appropriating authority.

Purpose. The purpose of this Agreement is to allow for the cooperative efforts to provide for contract and vendor relationships to purchase supplies, materials, equipment or services (hereinafter referred to as goods and services,) as a result of the current and active competitive bidding process exercised by a legal qualifying bidding agency on behalf of governmental and other qualifying agencies. Qualified customers may forgo the competitive bidding process as a result of this action and process provided on the agencies behalf. Reference the Uniform Municipal Contracting Law MN Statute 471.345 subd 15. This provision is made possible as a result of the purchasing contract development through a national governmental agency association's purchasing alliance.

Whereas, parties to this Agreement are defined as governmental agencies in their respective states;

and Whereas, this Agreement is intended to be made pursuant to the various Joint Exercise of Powers Acts of the states or nations of the respective participating governmental agencies which authorizes two or more governmental agencies to exercise jointly or cooperatively powers which they possess in common;

and Whereas, the undersigned Participating Governmental Agency asserts it is authorized by Intergovernmental Cooperation Statutes to enter into an agreement with NJPA to cooperate in procurement of goods and services; and Whereas, NJPA asserts it is a Minnesota Service Cooperative created and governed under Minnesota Statute §123A.21 authorized by Minnesota Statute §471.59 to "jointly or cooperatively exercise any power common to the contracting parties";

and Whereas, the undersigned Participating Governmental Agency and NJPA desire to enter into a "Joint Exercise of Powers Agreement" for the purpose of accessing available purchasing contracts for goods and services from each other which can be most advantageously done on a cooperative basis;

Now Therefore, it is mutually agreed as follows:

1. The Parties to this agreement shall provide in a cooperative manner access to each other's purchasing efforts to procure supplies, equipment, materials and services hereinafter referred to as "goods and services".
2. 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.
3. Either Party to this Agreement may terminate their participation in this Agreement upon thirty (30) days written notice.
4. Neither Party to this Agreement claims any proprietary interest of any nature whatsoever in any of the other participants in this Agreement
5. Each party agrees that it will be responsible for its own acts and the result thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. NJPA's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section §3.736, and other applicable law;

5/29/2012

**JOINT EXERCISE OF POWERS
AGREEMENT**



- 6. Both Parties to this Agreement agree to abide by all of the general rules and regulations and policies of the participating agencies that they are receiving goods and services from;
- 7. Both Parties to this Agreement agree to strict accountability of all public funds disbursed in connection with this joint exercise of powers;
- 8. Both Parties to this Agreement agree to provide for the disposition of any property or surplus moneys (as defined by the participant) acquired as a result of this joint exercise of powers in proportion to the contributions of the governing bodies; and
- 9. Both Parties to this Agreement acknowledge their individual responsibility to gain ratification of this agreement through their governing body.

This Agreement allows for the NJPA to provide procurement contracts on behalf of all qualified participating agencies pursuant to the Uniform Municipal Contracting law, MN Statute §471.343 Subd 15.

ORGANIZATION INFORMATION (* Required Fields)

Applicant Name: ** _____

Address: ** _____

City, State, Zip ** _____

Federal ID Number: _____

Contact Person: ** _____

Title: ** _____

E-mail: ** _____

Phone: _____

Website: _____

Reference:
Municipal Joint Exercise of Powers
MS 471.343

Participating Agency:
Joint Exercise of Powers Authority
governed under State Statute

THE UNDERSIGNED PARTIES HAVE AGREED THIS DAY TO THE ABOVE CONDITIONS.

Member Name:	National Joint Powers Alliance*
By _____	By _____
Its _____	Its _____
DATE _____	DATE _____

Completed applications may be returned to:

National Joint Powers Alliance @
202 12th Street NE
Staples, MN 56479

Duff Erholtz
Phone: 218-894-5490
Fax 218-894-3045
E-mail: duff.erholtz@njpacoop.org



This TCPN Cooperative Purchasing Membership Agreement will allow a Member Agency to purchase commodities and/or services, from any and all TCPN Official Contract Holders under the same terms, conditions and price as stated in each awarded contract. It is hereby agreed to by TCPN and the Member Agency that:

1. TCPN has followed procurement procedures for products and/or services offered by this Agreement in accordance with TCPNs governing procurement statutes and regulations.
2. It is the sole responsibility of each Member Agency to follow their state procurement statutes as it pertains to cooperative purchasing, or joint power agreements, with in-state or out-of-state public agencies.
3. TCPN makes their cooperative purchasing contracts available to Member Agencies "as is," and is under no obligation to revise the terms, conditions, scope, price, and/or any other conditions of the contract for the benefit of the Member Agency.
4. The use of each contract by the Member Agency shall adhere to the terms and conditions of the TCPN contract, including the order placement procedures provided by each Official Contract Holder.
5. It is the sole responsibility of the Member Agency to accept delivery of products and/or services, and the Member Agency hereby agrees to make timely payments to each Official Contract Holder for products and/or services received pursuant to this Agreement. Any dispute which may arise between the Member Agency and the Official Contract Holder are to be resolved between the Member Agency and the Official Contract Holder. TCPN will make every effort to facilitate a favorable remedy for both parties.
6. This Agreement incorporates all Agreements, covenants and understandings between TCPN and the Member Agency. No prior Agreement or understanding, verbal or otherwise, by the parties or their agents, shall be valid or enforceable unless embodied in this Agreement. This Agreement shall not be altered, changed or amended except by written revision or addendum executed by both parties.
7. This Agreement between TCPN and the Member Agency shall be presided over by TCPN governing law and jurisdiction, and shall become effective immediately and remain in effect unless terminated by either party with thirty (30) days written notice to the other party. Any such notice shall be sent to the address listed below.

I HAVE READ AND AGREE TO THE TCPN COOPERATIVE PURCHASING MEMBERSHIP AGREEMENT TERMS AND CONDITIONS.

Authorized Agent's Signature

Date: _____

Member Agency: _____

Department Name: _____

Agency Type: _____

Federal EIN/TIN: _____

ex: 125456789 (no dash)

First Name: _____

Last Name: _____

Street Address: _____

City: _____

State/Territory: _____

Zip Code: _____

Telephone: _____

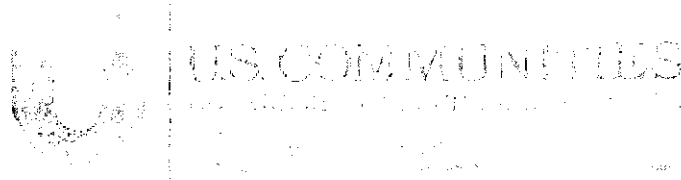
ex: 123-456-7890

Fax: _____

ex: 123-456-7890

Email: _____

How did you hear about us?
Please take a moment to tell us where you heard about TCPN.
If it was at a conference, from a vendor, in a magazine, or another TCPN member, please give us the specific name.



MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement ("Agreement") is made between certain governmental agencies that execute a Lead Public Agency Certificate (collectively, "Lead Public Agencies") to be appended and made a part hereof and other governmental agencies ("Participating Public Agencies") that agree to the terms and conditions hereof through the U.S. Communities registration process and make 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 much 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, inspection 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 an 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;
9. 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.

Sullivan County, Tennessee
Board of County Commissioners

Item 2
No. 2014-10-76
AMENDED

To the Honorable Richard S. Venable, Chairman and the Board of Sullivan County Commissioners meeting in Regular Session this 20th day of October 2014.

RESOLUTION to Amend the Sullivan County Employee Handbook

WHEREAS, the Sullivan County Employee Handbook currently provides as follows: "At the discretion of the department head/supervisor, employees may be required to take vacation benefits in no less than one-hour intervals"; and

WHEREAS, the requirement that Highway Department employees must take vacation benefits in no less than one-day intervals does not work well for Highway Department employees;

NOW THEREFORE BE IT RESOLVED that the Sullivan County Employee Handbook is amended by deleting from the end of the first paragraph under the heading "Vacation" currently located on page 32 of the Handbook the following clause: "however, Highway Department employees must take vacation benefits in no less than one-day intervals" such that the paragraph will now read:

It is the policy of Sullivan County to promote employee efficiency, health and morale through periodic vacation from duty. At the discretion of the department head/supervisor, employees may be required to take vacation benefits in no less than one-hour intervals.

This resolution shall take effect from and after its passage. All resolutions in conflict herewith be and the same rescinded insofar as such conflict exists.

Approved this 17th day of NOVEMBER 2014.

Attested: 
Jeanie Gammon, County Clerk

Approved: 
Richard S. Venable, County Mayor

Sponsored By Commissioner: Terry Harkleroad

Prime Co-Sponsor(s) Commissioners: Darlene Calton, John Gardner, Andy Hare, Matthew Johnson, Kit McGlothlin, Randy Morrell, Angie Stanley

ACTIONS: 1st Reading 10-20-14; Amended by sponsor 11-13-14;

APPROVED 11-17-14 24 AYE

Sullivan County, Tennessee
Board of County Commissioners

Item 3
No. 2014-11-78

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this the 17th day of November 2014.

RESOLUTION To Name Bridge No. 82SR1260015 on Highway 126 the Trooper Barry Myers Memorial Bridge

WHEREAS, the State of Tennessee lost one of its finest citizens and most dedicated law enforcement officers with the tragic passing of Master Trooper Barry R. Myers on June 26, 2012; and,

WHEREAS, a graduate of Bristol, Tennessee High School, Trooper Myers joined the Tennessee Highway Patrol (THP) in March 1974, he spent his first year patrolling Hamblen County and later transferred to Sullivan County, where he spent the rest of his career until his retirement in October 2009; and,

WHEREAS, this dedicated law enforcement officer exhibited extraordinary devotion to duty, outstanding loyalty, fine leadership, and meticulous attention to detail in all his duties; and,

WHEREAS, throughout his career with the THP, Trooper Myers always exhibited compassion, caring and concern for all those with whom he came in contact, often going that extra mile to personally help those who were less fortunate; and,

WHEREAS, Trooper Myers was an avid University of Tennessee and NASCAR fan and was a community leader as a member of the Appalachian Express Barber Shop Chorus and the Jericho Shriners; and,

WHEREAS, as a Shriner his time, skills and efforts were exhibited by his support of the children and youth helped and cared for by the Shriners Hospitals for Children; and,

WHEREAS, Trooper Myers was a Sunday School Director and an active member of Virginia Avenue Baptist Church, Bristol, where he spent countless hours in many endeavors on behalf of the church and the community; and,

WHEREAS, this dedicated law enforcement officer's life was cut short from injuries he received in a head-on collision on June 25, 2012 caused by an impaired driver; and,

WHEREAS, Trooper Myers, a devoted family man, is survived by his wife of 26 years, Chestalene B. Myers, three children and five grandchildren; and,

WHEREAS, Barry R. Myers has left behind an indelible legacy of integrity in public life, compassion and loyalty in private life, diligence and dedication in all his endeavors.

NOW THEREFORE BE IT RESOLVED that the Sullivan County Board of Commissioners hereby request the General Assembly commemorate the values-driven and deeply spiritual life of this exceptional human being by naming Bridge No. 82SR1260015 on Highway 126 the Trooper Barry Myers Memorial Bridge.

This resolution shall take effect from and after its passage. All resolutions in conflict herewith be and the same rescinded insofar as such conflict exists.

Approved this 17th day of NOVEMBER 2014.

Attested: 
Jeanie Gammon, County Clerk

Approved: 
Richard S. Venable, County Mayor

Sponsored By: Commissioner Michael B. Cole

Prime Co-Sponsor(s): Dennis Houser, Mack Harr

ACTIONS:

APPROVED 11-17-14 23 AYE 1 ABSENT

Sullivan County, Tennessee
Board of County Commissioners

Item 4
No. 2014-11-79

To the Honorable Richard S. Venable, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 17th day of November, 2014.

RESOLUTION To Authorize the Sullivan County Purchasing Agent to enter into another five year extension to the existing contract between Securus Technologies Inc, an inmate communications company, and Sullivan County

WHEREAS, Securus Technologies, Inc., in accordance with Federal Communications Commission (FCC) 47 CFR Part 64, currently provides the inmate telephone system for the Sullivan County Correctional Facility at no cost to the county and generates revenue for Sullivan County at an average of approximately \$12,000-\$15,000 per month; and

WHEREAS, the current five year contract extension with Sullivan County expired October 18, 2014; and

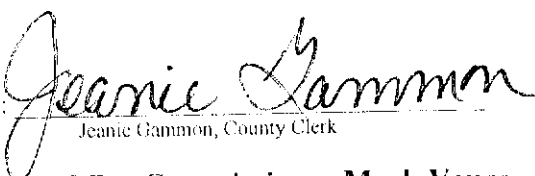
WHEREAS, the Parties desire to extend the term of their Agreement for another five (5) years,

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, hereby authorizes the Sullivan County Purchasing Agent to execute another contract extension with Securus Technologies, Inc. for an additional five (5) year period for the Sullivan County Correctional Facility.

WAIVER OF RULES REQUESTED

This resolution shall take effect from and after its passage. All resolutions in conflict herewith are and the same rescinded insofar as such conflict exists.

Hereby approved this 17th day of NOVEMBER, 2014

Attest: 
Jeanie Gammon, County Clerk

Approve: 
Richard S. Venable, County Mayor

Sponsored By: Commissioner Mark Vance
Prime Co-Sponsor(s): Commissioner John Crawford

ACTIONS:

APPROVED 11-17-14 23 AYE 1 ABSENT

Sullivan County, Tennessee
Board of County Commissioners

Item 5
No. 2014-11-80

To the Honorable Richard Venable, Mayor of Sullivan County, and the Board of Sullivan County Commissioners meeting in Regular Session this 17th day of November, 2014.

RESOLUTION TO AUTHORIZE THE ACCEPTANCE OF A 1991 HIGH MOBILITY MULTIPURPOSE WHEELED VEHICLE (HMMWV) AWARDED TO THE SULLIVAN COUNTY SHERIFF'S OFFICE BY THE DEPT OF DEFENSE (DOD) LAW ENFORCEMENT SUPPORT OFFICE (LESO) 1122/1033 EXCESS PROPERTY PROGRAM

WHEREAS the Sullivan County Sheriff's Office is participating in the Dept of Defense Excess Property Program to apply for military surplus equipment at no cost; and

WHEREAS the Sheriff's office applied for, was awarded by the LESO program, and has retrieved a 1991 HMMWV utility vehicle located at Fort Knox in Frankfort, KY, and is requesting the vehicle now be added to the Sheriff's Office list of assets and placed on the county insurance plan; and

WHEREAS the title to the utility vehicle will be forwarded to the Sullivan County Purchasing Agent after acceptance of the award and subsequent purchase of title and tags.

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby accept the award of a 1991 HMMWV utility vehicle at no cost and be added to Sheriff's Office list of assets.

BE IT FURTHER RESOLVED that any additional future awards from the LESO program and for this purpose during the remaining 2014 fiscal year be accepted without passage of additional resolutions for the 2014 fiscal year.

WAIVER OF RULES REQUESTED

This resolution shall take effect from and after its passage. All resolutions in conflict herewith are and the same rescinded insofar as such conflict exists.

Duly passed and approved this 17th day of NOVEMBER 2014.

Attested: Jeannie Gammon Approved: Richard S. Venable
Jeannie Gammon, County Clerk Richard S. Venable, County Mayor

Sponsored by: Pat Shull
Prime Co-Sponsor(s): Baxter Hood

Actions:

ALL COMMISSIONERS VOTING IN THE AFFIRMATIVE TO BE ADDED AS CO SPONSORS

APPROVED 11-17-14 23 AYE 1 ABSENT

MOTION ON FLOOR

MOTION AS FOLLOWS:

MOTION TO JOIN WITH TENNESSEE CORRECTIONS INSTITUTE TO
IMPROVE ISSUES IN OUR LOCAL JAIL TO BRING INTO COMPLIANCE

SPONSORED BY: GRUBB
SECONDED BY: HERRON

ACTION: APPROVED 11-17-14
VOICE VOTE

AND THEREUPON COUNTY COMMISSION ADJOURNED UPON
MOTION MADE BY COMM. WHITE TO MEET AGAIN IN REGULAR
SESSION DECEMBER 15, 2014.

A handwritten signature in black ink, reading "Richard S. Venable". The signature is written in a cursive style with a large initial "R".

RICHARD VENABLE

COMMISSION CHAIRMAN