

Jule Bryson
Cumberland County Clerk

2 North Main Street, Suite 206 • Crossville, TN 38555 • (931) 484-6442 • Fax (931) 484-6440

May 11, 2018

TO: Cumberland County Commission, County Mayor, and News Media

FROM: Jule Bryson, Cumberland County Clerk

SUBJECT: May 21, 2018 Monthly Cumberland County Commission Meeting

Take notice, pursuant to TCA 8-44-103, the Cumberland County Commission, the governing body of said county, will convene and meet in regular session on Monday, May 21, 2018 at 6:00 o'clock P.M. in the large meeting room on the third floor of the Cumberland County Courthouse, where and at which time and place the said Cumberland County Commissioners will transact such public business as may lawfully come before it.

Attached is a copy of the agenda as of this date. I am looking forward to seeing you there.

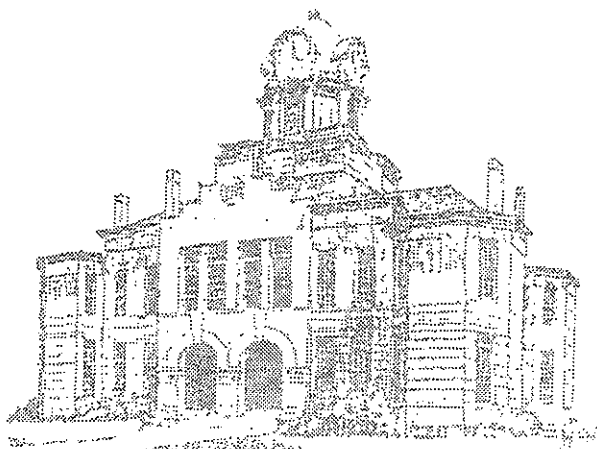
Sincerely,



Jule Bryson
Cumberland County Clerk

JB/dc

Enclosures



**CUMBERLAND COUNTY COMMISSION MONTHLY MEETING AGENDA
MONDAY, MAY 21, 2018 6:00 O'CLOCK P.M.**

1. Call to order: Chairperson or Cumberland County Sheriff
2. Invocation
3. Pledge to the Flag of the United States of America
4. Roll Call: Cumberland County Clerk, Jule Bryson
5. Minutes of April 16, 2018 Quarterly Monthly Cumberland County Commission Meeting
6. Special recognitions, memorials, etc.
7. Comments by the General Public
8. Unfinished Business
9. New Business:

RESOLUTION 05-2018-1-To appoint Adam Nail as Cumberland County Building Maintenance Supervisor (Carey)

RESOLUTION 05-2018-2-Authorizing submission of an application for a Litter and Trash Collecting Grant for fiscal year 2018-2019 from the Tennessee Department of Transportation and authorizing the acceptance of said grant (Scarborough)

RESOLUTION 05-2018-3-To accept offer of Bluegrass Holdings, Inc. to purchase property owned by Cumberland County (Scarborough)

RESOLUTION 05-2018-4-To accept offer of Joseph and Margaret Medeiros to purchase property owned by Cumberland County (Hyder)

RESOLUTION 05-2018-5-Approving amendments to Local Government Public Improvement Bonds, Series E-3-A and related Loan Agreement, Supplemental Indentures and Credit Agreements to revise the interest rates paid by Cumberland County and extend the applicable index rate periods relating to such bonds

RESOLUTION 05-2018-6-Budget Amendment, General Purpose School Fund, Community Donations, \$458.50 (Rimmer)

RESOLUTION 05-2018-7-Budget Amendment, General Purpose School Fund, Debt Service, \$3,138.00 (Rimmer)

RESOLUTION 05-2018-8-Budget Amendment, General Purpose School Fund, Maintenance of Plant, \$80,000.00 (Rimmer)

RESOLUTION 05-2018-9-To assume responsibility for maintenance and safety of the military cannon display (Scarborough)

RESOLUTION 05-2018-10-Agreement for the provision of inmate/detainee health services between Cumberland County, Tennessee and QCHC of Tennessee, Inc. a/k/a Quality Correctional Health Care

10. County Official Reports
11. County Attorney Report
12. Standing Committee Reports
13. Statutory Committee Reports
14. Election of Notaries, Appointments, and Confirmations
15. Announcements and Statements
16. Adjournment

CUMBERLAND COUNTY COMMISSION QUARTERLY MONTHLY MEETING MINUTES

APRIL 16, 2018

Be it remembered that the Cumberland County Commission met in quarterly monthly session on Monday, April 16, 2018 at the courthouse in Crossville, Tennessee. Sheriff Casey Cox called the meeting to order at 6:00 o'clock P.M. Before the start of the meeting, Commission Chairman County Mayor Kenneth Carey, Jr. requested a moment of silence be observed as an expression of sorrow at the loss of Dick Foster, father of County Commissioner Allen Foster. Afterward the Mayor called upon Chris Palmer from the Cumberland Worship Center to give the Invocation and he invited Members of the Young Marines to lead the Pledge of Allegiance to the Flag of the United States of America. Also present at the meeting were County Clerk Jule Bryson, County Attorney Randal Boston, Finance Director Nathan Brock and the following County Commissioners:

Tracey Scarbrough	Sue Ann York
Nancy Hyder	Tom Isham
David Hassler	Rebecca Stone (absent)
Allen Foster	David Gibson
Jack Davis	Terry Lowe
Terry Carter	Wendell Wilson
Elbert Farley	Roy Turner
Tim Claflin	Sonya Rimmer
Woody Geisler	John Patterson

A quorum being present, the Cumberland County Commission was opened in due form of law and the following proceedings were had to wit:

1. MINUTES OF MARCH 19, 2018 MONTHLY CUMBERLAND COUNTY COMMISSION MEETING:

On motion of Commissioner Hyder, second by Commissioner York, moved the minutes of the March 19, 2018 Monthly Commission Meeting be approved, treat same as read, made a matter of record, and filed.

The motion to approve the Meeting Minutes carried by a roll call vote of 17 ayes from the Commission present.

COMMENTS:

The Mayor noted that both Linda Clark and Craig Clark of Highway 68 in Crossville wished to speak to the Board. Linda Clark spoke first and shared some "lessons learned of things that do not work and things that do work" insights she acquired over the past two years in regard to the citizens advocacy groups that had formed in the county to address the issues of wind turbines and the animal shelter. She also encouraged everyone to take those lessons learned and resolve to apply them in working together to make Cumberland County a place we are all proud to call home. Next Craig Clark expressed his appreciation for the Commissions efforts to help promote legislation that recently passed that allows local governments to regulate wind energy construction projects within the State and protect surrounding land owners' rights as well. Lastly, Millstone Mountain resident Jim Martin thanked everyone who worked hard to achieve the goal of regulations on wind turbines in Tennessee and he hoped everyone involved in the process remained good neighbors and friends in the future.

2. RESOLUTION 04-2018-1-TO APPOINT SONYA RIMMER (TERM EXPIRES APRIL 30, 2022) AND DAVID HASSLER (TERM EXPIRES SEPTEMBER 30, 2019) AND REAPPOINT DR. KIMBERLY PEASLEE (TERM EXPIRES APRIL 30, 2022) TO THE CUMBERLAND COUNTY "E-911" EMERGENCY COMMUNICATIONS DISTRICT BOARD OF DIRECTORS:

On motion of Commissioner Claflin, second by Commissioner Gibson, moved to adopt resolution 04-2018-1.

The motion to adopt resolution 04-2018-1, appointing Sonya Rimmer and David Hassler and reappointing Dr. Kimberly Peaslee to serve on the "E-911" Emergency Communication District Board of Directors, carried by a roll call vote of 15 ayes from the Commission present with Commissioners Hassler and Rimmer passing on the vote.

3. RESOLUTION 04-2018-2-BUDGET AMENDMENT, GENERAL FUND, ARCHIVES AND PRESERVATION OF RECORDS, \$4,000.00:

On motion of Commissioner Gibson, second by Commissioner Claflin, moved to adopt resolution 04-2018-2

The motion to adopt resolution 04-2018-2, a budget amendment for a grant from the State of Tennessee, Department of Library and Archives to provide shelving for the Archives and Heritage Center, carried by a roll call vote of 17 ayes from the Commission present.

4. RESOLUTION 04-2018-3-BUDGET AMENDMENT, GENERAL FUND, COUNTY COMMISSION, \$1,250.00:

On motion of Commissioner Rimmer, second by Commissioner Foster, moved to adopt resolution 04-2018-3.

The motion to adopt resolution 04-2018-3, a budget amendment authorizing the County Mayor to enter into a contract with Organizational Management Group of Knoxville, Tennessee to update and maintain the classification and compensation system, carried by a roll call vote of 17 ayes from the Commission present.

COUNTY OFFICIAL REPORT: FINANCE DIRECTOR NATHAN BROCK:

In his monthly report, Finance Director Brock summarized the funds the county received through March 2018 from the collections of local option sales taxes, ambulance service fees, property taxes, hotel/motel taxes and prisoner boarding payments.

COUNTY ATTORNEY REPORT: RANDAL BOSTON:

The County Attorney advised only one new lawsuit had been filed this month involving the Cumberland County Emergency Management Services and the Fire Department in a case relating to a house fire and the loss of a child's life. Mr. Boston also noted that four (4) Equal Employment Opportunity Commission (EEOC) complaints had been filed with the Tennessee Human Rights Commission and the Spirit Broadband, LLC case would commence on May 1, 2018 at the Justice Center. Commissioner Hyder asked the Attorney and Mayor about the status of the property owned by the railroad at the Art Circle Public Library site. Mayor Carey indicated the head of the Real Estate Division of Norfolk Southern Railroad had requested more time to look into the matter of the property purchase/lease between Cumberland County and he would get back in touch with the Mayor in a few weeks.

5. STATUTORY COMMITTEE REPORT: RESOLUTION 04-2018-4-BUDGET AMENDMENT, SCHOOL RESOURCE OFFICERS (SPECIAL PATROLS), \$251,887.00:

Budget Committee Chairman Commissioner Foster informed the Board that since their March Meeting the Budget Committee had worked with the Finance Director and the Sheriff Department, on the directives of the full Commission, to determine where the funds would come from to provide funding for the School Resource Officers (SRO) Program. He stated the initial estimated cost to start the program was three hundred fifty thousand dollars (\$350,000.00), however after review and study it was resolved that two hundred fifty one thousand eight hundred eighty-seven dollars (\$251,887.00) would be needed to fund the hiring and training of four (4) officers and provide them with the needed equipment.

Commissioner Rimmer asked the Budget Chairman several questions about the startup cost for the program, the opportunity to receive grant funds from the State and if the budget amendment should be voted on by the full Commission. Commissioner Foster responded that the determined amount was the full cost for the SRO Program for the remainder of the fiscal year. Finance Director Brock agreed the budget amendment request was not the full annual cost for the program but was based on fourth quarter calculations. Mr. Foster went on to explain that the Budget Committee had thoroughly discussed other ways to use school safety funds if the County were to receive any. Attorney Boston suggested the Board follow the appropriate due process in adopting the line item resolution. When asked by Commissioner York about his interview progress for new employees, Sheriff Cox make known he has successfully hired deputies to replace the four (4) SRO's. The Sheriff also stated one (1) SRO was already in place at South Elementary School with officers soon to be on full time duty at Stone, Pineview and Pleasant Hill Elementary Schools. The Finance Director acknowledged the resolution identified most of the non-reoccurring cost necessary to begin the SRO Program but the continuing cost of salary and benefits and some other reoccurring cost would need to be addressed in the next fiscal year's budget. Commissioner Wilson commented that the Sheriff Department vehicles were already purchased and that expense would not have to be paid for in the next budget cycle.

On motion of Commissioner Wilson, second by Commissioner Hyder, moved to adopt resolution 04-2018-4.

The motion to adopt the resolution numbered 04-2018-4, a budget amendment approving funding to provide personnel, vehicles and equipment for additional Resource Officers at county schools for the remainder of the 2017-2018 fiscal year as directed by the passage of Resolution 03-2017-5, carried by a roll call vote of 17 ayes from the Commission present.

6. ELECTION OF NOTARIES:

On motion of Commissioner Hassler, second by Commissioner Gibson, moved that Karen G. Anderson, Vickie Lee Aytes, David R. Brown, II, Sara E. Brown, Lauren E. Davis, Michelle Fecteau-Holmes, Scot E. Hale, Sharon Hyder, Marcia D. Reeder, Phyllis Seagraves, Barbara Spriggs, Natalie L. Stendardo and Carly Turner are elected as Notary Publics for the State of Tennessee.

The motion to approve the notaries carried by a roll call vote of 17 ayes from the Commission present.

7. ADJOURNMENT:

On motion of Commissioner Carter, second by Commissioner Foster, moved the April 16, 2018 Quarterly Monthly Commission Meeting be adjourned at 6:33 o'clock P.M.

The motion to adjourn the meeting carried by voice vote from the Commission present.

MINUTES APPROVED FOR ENTRY THIS _____ DAY OF MAY 2018.

Kenneth Carey, County Mayor
Chairman, Cumberland County Commission

Jule Bryson, Cumberland County Clerk

RESOLUTION NO. 05-2018-1

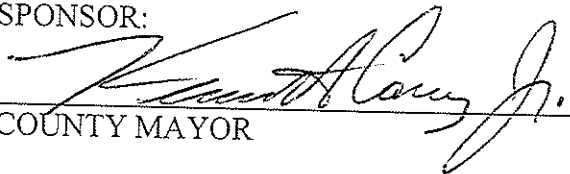
RESOLUTION TO APPOINT CUMBERLAND COUNTY BUILDING MAINTENANCE SUPERVISOR

WHEREAS, it is the recommendation of the County Mayor that Adam Nail be appointed to serve as the Cumberland County Building Maintenance Supervisor with his salary and benefits amended accordingly.

NOW, THEREFORE, BE IT RESOLVED, that this resolution shall take effect upon adoption at the following legislative body meeting.

This 21st day of May, 2018.

SPONSOR:



COUNTY MAYOR

APPROVED:

COUNTY MAYOR

ATTEST:

COUNTY CLERK

RESOLUTION AUTHORIZING SUBMISSION OF AN APPLICATION FOR A LITTER AND TRASH COLLECTING GRANT FOR FY 2018-2019 FROM THE TENNESSEE DEPARTMENT OF TRANSPORTATION AND AUTHORIZING THE ACCEPTANCE OF SAID GRANT.

WHEREAS, the Cumberland County Commission intends to apply for the aforementioned Grant from the Tennessee Department of Transportation and;

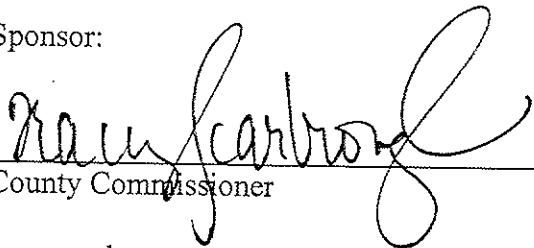
WHEREAS the contract for the Grant for FY 2018-2019 will impose certain legal obligations upon Cumberland County.

THEREFORE, BE IT RESOLVED:

1. That the County Mayor of Cumberland County is authorized to apply on behalf of Cumberland County for a Litter and Trash Collecting Grant for FY 2018-2019 from the Tennessee Department of Transportation
2. That should said application be approved by the Tennessee Department of Transportation, then the County Mayor of Cumberland County is authorized to execute contracts or other necessary documents, which may be required to signify acceptance of the Litter and Trash Collecting Grant by Cumberland County.

Approved at the regularly held meeting on the 21ST day of May 2018.

Sponsor:



County Commissioner

Approved:

County Mayor

Attest:

County Clerk

A RESOLUTION TO ACCEPT OFFER TO PURCHASE PROPERTY OWNED BY CUMBERLAND COUNTY

WHEREAS, Bluegrass Holdings, Inc. presented an offer to the Cumberland County Delinquent Tax Committee for property currently owned by Cumberland County; and,

WHEREAS, said offer is for nine (9) parcels of property known as:

Map 17G	Group C	Parcel 014.00	Mountain Ash Dr., Crossville, TN 38558
Map 17I	Group C	Parcel 015.00	North Lake Trail, Crossville, TN 38558
Map 65C	Group B	Parcel 037.00	139 Motthaven Dr, Crossville, TN 38558
Map 65K	Group C	Parcel 040.00	35 Benwick Ct., Crossville, TN 38558
Map 65E	Group C	Parcel 006.00	110 Brummel Way, Crossville, TN 38558
Map 77J	Group C	Parcel 012.00	124 Fairhaven Dr., Crossville, TN 38558
Map 77J	Group C	Parcel 013.00	126 Fairhaven Dr., Crossville, TN 38558
Map 76L	Group B	Parcel 004.00	120 Lakeview Dr., Crossville, TN 38558
Map 65F	Group D	Parcel 027.00	176 Lynhurst Dr., Crossville, TN 38558

WHEREAS, Bluegrass Holdings, Inc. wishes to pay \$900.00 for said properties; and,

WHEREAS, the Cumberland County Delinquent Tax Committee, meeting in regular session voted to recommend to the full Cumberland County Commission that said Commission accept this offer.

NOW, THEREFORE, BE IT RESOLVED that the Cumberland County Commission meeting in its regular monthly session hereby accepts said offer, sells said realty to the Offeror.

ADOPTED this 21st day of May, 2018.

SPONSOR:



COUNTY COMMISSIONER

APPROVED:

COUNTY MAYOR

ATTEST:

COUNTY CLERK

A RESOLUTION TO ACCEPT OFFER TO PURCHASE PROPERTY OWNED BY CUMBERLAND COUNTY

WHEREAS, Joseph and Margaret Medeiros presented an offer to the Cumberland County Delinquent Tax Committee for property currently owned by Cumberland County; and,

WHEREAS, said offer is for one (1) parcel of property known as:

Map 90L Group B Parcel 003.00 173 Cappshire Road, Crossville, TN 38558

WHEREAS, Joseph and Margaret Medeiros wishes to pay \$100.00 for said properties; and,

WHEREAS, the Cumberland County Delinquent Tax Committee, meeting in regular session voted to recommend to the full Cumberland County Commission that said Commission accept this offer.

NOW, THEREFORE, BE IT RESOLVED that the Cumberland County Commission meeting in its regular monthly session hereby accepts said offer, sells said realty to the Offeror.

ADOPTED this 21st day of May, 2018.

SPONSOR:



COUNTY COMMISSIONER

APPROVED:

COUNTY MAYOR

ATTEST:

COUNTY CLERK

RESOLUTION 05-2018-5

A RESOLUTION APPROVING AMENDMENTS TO LOCAL GOVERNMENT PUBLIC IMPROVEMENT BONDS, SERIES E-3-A AND RELATED LOAN AGREEMENT, SUPPLEMENTAL INDENTURES AND CREDIT AGREEMENTS TO REVISE THE INTEREST RATES PAID BY CUMBERLAND COUNTY AND EXTEND THE APPLICABLE INDEX RATE PERIODS RELATING TO SUCH BONDS

WHEREAS, The Public Building Authority of Blount County, Tennessee (the "Blount Authority") has previously issued its Local Government Public Improvement Bonds, Series E-3-A, dated July 31, 2008, as reissued on June 7, 2013 (the "Series E-3-A Bonds"), which were purchased by Regions Capital Advantage, Inc. (the "Lender") in the Index Rate Period pursuant to a Credit Agreement (the "Series E-3-A Credit Agreement") and an Amended and Restated Indenture of Trust, dated as of June 1, 2008, the Series E-3-A Supplemental Indenture of Trust, dated as of July 1, 2008 and the Series E-3-A Second Supplemental Indenture, dated as of June 1, 2013 (collectively the "Series E-3-A Indenture") for the purpose of making a loan to Cumberland County, Tennessee (the "County") pursuant to an Amended and Restated Loan Agreement dated June 1, 2013 (the "Series E-3-A Loan Agreement"); and

WHEREAS, the Lender has offered to adjust the interest rate with respect to the Series E-3-A Loan Agreement and the Series E-3-A Bonds and to extend the Index Rate Period as set forth in and subject to the terms and conditions provided in the term sheet presented to this meeting (the "Lender Term Sheet"); and

WHEREAS, the County has additionally determined to revise the Series E-3-A Indenture, the Series E-3-A Bonds, the Series E-3-A Loan Agreement and the Series E-3-A Credit Agreement (collectively, the "Series E-3-A Documents") to allow for the remarketing of the Series E-3-A Bonds at the end of each Index Rate Period or earlier at the election of the County at a new Index Rate; and

WHEREAS, it is hereby determined by the Board of County Commissioners (the "Governing Body") to be in the best interest of the County to: (i) authorize amendments (the "Series E-3-A Amendments") to the Series E-3-A Documents and other documents relating to the Series E-3-A Bonds for the purposes set forth herein, and (ii) approve the execution and delivery of the Series E-3-A Amendments; and

WHEREAS, for the purposes recited above, the Governing Body of the County adopts this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Cumberland County, Tennessee, as follows:

Section 1. Approval of the Series E-3-A Amendments. The Series E-3-A Amendments are hereby approved and shall contain terms and provisions substantially consistent with the Lender Term Sheet and provisions allowing the Series E-3-A Bonds to be remarketed at, or prior to, the end of the Index Rate Period, at the election of the County. The County Mayor and County Clerk are hereby authorized, empowered and directed to execute and deliver the Series E-3-A Amendments, to which the County is a party, in the name and on behalf of the County. From and after the execution and delivery of the Series E-3-A Amendments, the County Mayor and the County Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Series E-3-A Amendments as executed. All fees and expenses associated with the amendment and the conversion shall be paid by the County.

Section 2. Request the Authorities to Approve Amendments. The County hereby directs the County Mayor to request that the Blount Authority and the Trustee approve and consent to the Series E-3-A Amendments to which they are a party, and such other documents necessary to effect the amendments described herein.

Section 3. Additional Authorizations. All acts and doings of the County Mayor and the County Clerk and any other representative or officer of the County which are in conformity with the purposes and intent of this Resolution and in furtherance of the amendments and the conversion as set forth herein shall be and the same hereby are in all respects, approved and confirmed.

Section 4. Separability. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

Section 5. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution, are, to the extent of such conflict, hereby repealed and this Resolution shall be in immediate effect from and after its adoption.

Adopted and approved this 21st day of May, 2018.

/s/ _____
County Mayor

ATTEST:

/s/ _____
County Clerk

CERTIFICATE OF COUNTY CLERK

I, Jule Bryson, certify that I am the duly qualified and acting County Clerk of Cumberland County, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of the governing body of the County held on May 21, 2018; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to the amendments of the Series E-3-A Bonds.

WITNESS my official signature and seal of said County on this the ____ day of May, 2018.

/s/ _____
County Clerk

(SEAL)

REGIONS CAPITAL ADVANTAGE, INC.

April 15, 2018

Chris Bessler
Cumberland Securities
chris.bessler@cumberlandsecurities.com
Via Electronic submission

Reference: Summary of Term Sheet for the Non-Bank Qualified, Tax-Exempt Term Loan

Borrower: Cumberland County, Tennessee

Lender: Regions Capital Advantage, Inc.

Issuer: The Public Building Authority of Blount County, Tennessee (the "Issuer").

Purpose: Amendment of the existing series E-3-A bonds.

Loan Amount: Up to \$11,990,000

Structure: Non-Bank Qualified Tax-Exempt General Obligation Term Loan evidenced by a promissory note, bond or other debt instrument (the "Debt Instrument")

Interest Rate: The Loan is a Tax-Exempt, Non-Bank Qualified Loan.
The Loan will bear interest at a variable rate per annum equal to a minimum of (a) 79% of 30-Day LIBOR, plus (b) 42 basis points.

Repayment: Interest will be payable quarterly (calculated on the basis of a 30 day month and a 360 day year) on the 1st calendar day of each March, June, September and December, commencing June 1st, 2019. Annual principal payments will be payable each June 1st, commencing June 1st, 2020 and, subject to the Put Option terms, each Purchase Date. All payments are due on the same calendar day of the month.

Maturity Date: The earlier of (i) June 1, 2021 and (ii) the Put Date. Maturity date and Put Date must fall on a payment due date.

Facility Fee and Prepayment: None; Acceptable at any time without penalty.

Other Fees, Costs and Expenses: The Borrower will be responsible for all out-of-pocket fees, costs and expenses of the Lender (including, without limitation, counsel fees and expenses and costs associated with lien searches, and recordation) incurred in connection with the negotiation, execution, delivery, administration and enforcement of the Loan Documents. In consideration of the undertakings of the Lender hereunder, and recognizing that in connection herewith the Lender will be incurring such fees, costs and expenses, the Borrower agrees to reimburse the Lender for all such fees, costs and expenses, regardless of whether, or to what extent, any of the transactions contemplated hereby are consummated.
Lender Counsel fees will not exceed \$5,000. Lender Counsel will invoice Borrower directly.

Security: Unlimited ad valorem taxes levied on all taxable property within the County.

RESOLUTION # 05-2018-6

Cumberland County, Tennessee

General Purpose School Fund

To the Cumberland County Commission meeting in regular monthly session, this ____ day of _____, 2018.

WHEREAS, the Fairfield Glade Community Church and St. Raphael Episcopal Church have donated money to assist with the Shoe Fund in Cumberland County schools.

Therefore, be it resolved that the following budget amendment be adopted by the Cumberland County Commission:

**General Purpose School Fund
Community Donations**

Increase Revenue

141.44570	Contributions and Gifts	\$458.50
	Total Increase:	\$458.50

Increase Expenditures:

141.73300.535	Community Services – Fee Waiver	\$458.50
	Total Increase:	\$458.50

Sponsor:



County Commissioner

Approval:

County Mayor

Attest:

County Clerk

Budget Committee Vote:

Ayes: 9 Nays: 0 Abstain: 0

RESOLUTION # 05-2018-7

Cumberland County, Tennessee

General Purpose School Fund

To the Cumberland County Commission meeting in regular session this ____ day of _____, 2018:

WHEREAS, a portion of the Energy Loan payment was allocated to principal when it should have been allocated to interest.

Therefore, be it resolved that the following budget amendment be adopted by the Cumberland County Commission:

**General Purpose School Fund
Debt Service**

Decrease Expenditures:

141.82130.620	Debt Service – Principal	\$3,138.00
	Total Decrease:	\$3,138.00

Increase Expenditures:

141.82230.620	Debt Service – Interest	\$3,138.00
	Total Increase:	\$3,138.00

Sponsor:



County Commissioner

Approval:

County Mayor

Attest:

County Clerk

Budget Committee Vote:

Ayes: 9 Nays: 0 Abstain: 0

RESOLUTION # 05-2018-8

Cumberland County, Tennessee

General Purpose School Fund

To the Cumberland County Commission meeting in regular session this ____ day of _____, 2018:

WHEREAS, the bus garage needs a new roof and savings were generated by renegotiating the Trane contract.

Therefore, be it resolved that the following budget amendment be adopted by the Cumberland County Commission:

**General Purpose School Fund
Maintenance of Plant**


Decrease Expenditures:

141.72610.399	Operation of Plant – Other Contracted Svcs	\$80,000.00
	Total Increase:	\$80,000.00

Increase Expenditures:

141.72620.335	Maint. Of Plant – Maint/Repair of Buildings	\$80,000.00
	Total Increase:	\$80,000.00

Sponsor:



County Commissioner

Approval:

County Mayor

Attest:

County Clerk

Budget Committee Vote:

Ayes: 9 Nays: 0 Abstain: 0

**A RESOLUTION TO ASSUME RESPONSIBILITY FOR MAINTENANCE AND SAFETY OF THE
MILITARY CANNON DISPLAY**

WHEREAS, The Building & Grounds Committee approved for a cannon to be displayed in front of the Military War Museum at the March 7, 2018 meeting; and

WHEREAS, the cannon is expected to be loaned to the County by the U.S. Army and the purpose of the display is to draw attention to the museum in a way that is indicative of what is in the building; and

WHEREAS, The Army Materials Command requires a resolutions from the governing body stating that it will assume all responsibility for the upkeep, safety and reporting of the displayed item and the equipment cannot be placed on privately owned property; and

WHEREAS, the maintenance of the display is expected to be minimal; and

WHEREAS, safety of the piece is inherent in the size and a chain or other suitable device for security will be easily attached and which would not detract from the display; and

WHEREAS, if the display is damaged or stolen the Army Donations Program Office and local law enforcement should be reported within 24 hours of discovery with Cumberland County not financially responsible; and

NOW, THEREFORE, BE IT RESOLVED that the Cumberland County Commission meeting in its regular monthly session hereby assume responsibility for upkeep and safety of the military cannon display.

ADOPTED this 21st day of May, 2018.

SPONSOR:



COUNTY COMMISSIONER

APPROVED:

COUNTY MAYOR

ATTEST:

COUNTY CLERK

AGREEMENT FOR THE PROVISION OF INMATE/DETAINEE HEALTH SERVICES
CUMBERLAND COUNTY JAIL / QCHC

AGREEMENT FOR THE PROVISION OF INMATE/DETAINEE HEALTH SERVICES
CUMBERLAND COUNTY, TENNESSEE

This AGREEMENT FOR THE PROVISION OF INMATE/DETAINEE HEALTH SERVICES (hereinafter referred to as the "AGREEMENT") is hereby entered into by and between CUMBERLAND COUNTY, TENNESSEE, a political subdivision of the State of Tennessee (hereinafter referred to as the "COUNTY"); and QCHC OF TENNESSEE, INC. a/k/a Quality Correctional Health Care, an Alabama Corporation, qualified to do business in the State of Tennessee (hereinafter referred to as "QCHC").

RECITALS

WHEREAS, the COUNTY and SHERIFF desire to provide professional and responsive healthcare services to the INMATES/DETAINEES of the Cumberland County Jail and the Cumberland County Juvenile Detention Center (hereinafter referred to as the "JAIL"); and

WHEREAS, QCHC is a corporation which provides professional and responsive inmate healthcare services in correctional facilities, and desires to provide such services for the COUNTY and SHERIFF under the terms of this AGREEMENT; and

WHEREAS, the COUNTY and SHERIFF desire to enter into this AGREEMENT with QCHC;

NOW, THEREFORE, the parties hereby enter into this AGREEMENT as hereinafter set forth.

DEFINITIONS

QCHC CORPORATE HOLIDAYS – New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day (and the day after Thanksgiving), and Christmas Day.

INMATES/DETAINEES – INMATES/DETAINEES booked into the custody of the SHERIFF of Cumberland County and incarcerated in the JAIL.

ELECTIVE CARE – Care which, if not provided, would not, in the opinion of QCHC's physician, who shall be a physician licensed in the State of Tennessee and an employee or independent contractor of QCHC, cause the INMATE/DETAINEE's health to deteriorate, or cause harm to the INMATE/DETAINEE's well-being.

MID-LEVEL PRACTITIONER – An advanced registered nurse practitioner or physician assistant who has completed an advanced training program. A MID-LEVEL PRACTITIONER will be duly licensed to practice medicine in Tennessee.

SHERIFF – The SHERIFF of Cumberland County, or his agent or designee, such as the Jail Commander/Administrator, Warden, Chief Deputy, Chief of Staff, Under-sheriff, Acting Sheriff, etc.

SPECIALTY SERVICES – Medical services that require a physician to be board-certified in a specialty, including, but not limited to, cardiology, dermatology, obstetrics and gynecology, orthopedics, and neurology.

AGREEMENT FOR THE PROVISION OF INMATE/DETAINEE HEALTH SERVICES
CUMBERLAND COUNTY JAIL / QCHC

ARTICLE I:
DUTIES AND OBLIGATIONS OF QCHC

For and in consideration of the compensation to be paid to QCHC as hereinafter set forth, the sufficiency of which is mutually acknowledged by the parties to this AGREEMENT, QCHC agrees as follows:

- 1.1. **PRIMARY CARE.** QCHC shall provide primary healthcare services for all persons committed to the custody of the JAIL, except those identified in Section 1.26. The responsibility of QCHC for medical care of an INMATE/DETAINEE commences with the booking and physical placement of the INMATE/DETAINEE into the JAIL. All treatments, examinations, and medical services will be conducted within a reasonable time of the request for care. Physical Assessments will be completed as soon as practicable, but in no event longer than 14 days from intake, absent extraordinary circumstances. All physician and nurse sick calls, admission exams, screenings, physical assessments, dental exams, and all other primary medical services shall be conducted on-site, at the JAIL, unless otherwise addressed herein.
- 1.2. **STAFFING.** QCHC will provide the staffing coverage necessary for the rendering of healthcare services to the INMATES/DETAINEES of the JAIL as described herein. QCHC will make healthcare staff available to the Cumberland County Juvenile Detention Center as the needed arises. County acknowledges that staffing and scheduling may vary from the routine staffing and scheduling on County observed holidays and QCHC CORPORATE HOLIDAYS; and that there will be an allowance for a reasonable number of absences due to medical staff vacation and sick days. It is understood and agreed that QCHC employees are allowed to leave the JAIL during the work day for meal breaks, provided the timing and length of such leave does not negatively impact or impair QCHC's ability to fulfill its obligations under this AGREEMENT. This staffing plan is designed to support the average daily population (ADP) contained in Article 3 of this AGREEMENT, and QCHC believes that this number of hours allows it to achieve the objectives of this AGREEMENT based on that ADP. The COUNTY and QCHC agree to review nursing hours should the ADP significantly exceed the level contained in Article 3 of this AGREEMENT. The minimum service requirements include:
 - 1.2.1 **PHYSICIAN.** A physician will visit the JAIL one day per week for a period of time sufficient to accomplish the objectives of this AGREEMENT, with the schedule of such physician visits to be determined between the SHERIFF and QCHC. During such physician visits to the JAIL, the physician will stay until all work is completed. A physician will be available by telephone to the JAIL and medical staff on an on-call basis, seven (7) days per week, twenty-four (24) hours per day. For scheduled visits that fall on QCHC CORPORATE HOLIDAYS, coverage may be provided by phone only. QCHC may substitute physician visits with visits by a MID-LEVEL PRACTITIONER, if appropriate and prudent in the medical opinion of QCHC's physician. One of QCHC's physicians will be designated as the JAIL's "Medical Director," and shall be responsible for all medical decision-making, and for setting policies and procedures for the provision of primary healthcare services in the JAIL.
 - 1.2.2 **NURSING.** QCHC will provide one hundred twelve (112) hours of on-site nursing hours per week at the JAIL (2.8 FTEs), to be performed by a Registered Nurse Health Site Administrator and Licensed Practical Nurses (LPNs), with coverage at the JAIL generally eight (16) hours per day, seven (7) days per week. A nurse will be available by telephone to the JAIL on an on-call basis, seven (7) days per week, twenty-four (24) hours per day.

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- 1.3. **CARE REPORTS.** QCHC will provide the SHERIFF with a monthly report of the operation of the healthcare services program at the JAIL, and shall review, at the scheduled Continuing Quality Improvement (CQI) meetings with the SHERIFF or designee, the healthcare reports concerning the overall operation of the healthcare services program and the general health of the INMATES/DETAINEES of the JAIL.
- 1.4. **DENTAL CARE.** QCHC will provide for INMATES/DETAINEES dental triage screenings in accordance with criteria established by a licensed dentist for the purpose of identifying INMATES/DETAINEES in need of dental services from a licensed dentist. QCHC personnel will treat dental infections and pain. Any and all dentist costs will be the financial responsibility of the COUNTY.
- 1.5. **DISPOSABLE MEDICAL SUPPLIES.** QCHC will provide for INMATES/DETAINEES' disposable medical supplies intended for one-time use.
- 1.6. **DURABLE MEDICAL EQUIPMENT AND SUPPLIES.** QCHC will be financially responsible for the costs of durable medical equipment and supplies with per unit costs of less than Five Hundred Dollars (\$500.00), unless the County agrees to purchase such equipment for itself. QCHC will own all equipment that it purchases, unless the County reimburses it for its cost in purchasing the equipment. The County will be responsible for providing all equipment and supplies with per unit costs of greater than Five Hundred Dollars (\$500.00). The SHERIFF and the COUNTY will not be liable for loss of or damage to medical equipment and supplies of QCHC, its agents, employees or subcontractors, unless such loss or damage was caused by the sole negligence of the SHERIFF's employees.
- 1.7. **ELECTIVE CARE.** QCHC will not provide ELECTIVE CARE to INMATES/DETAINEES. Decisions concerning ELECTIVE CARE will be consistent with the applicable American Medical Association (AMA) standards.
- 1.8. **EMERGENCY CARE.** QCHC will provide emergency medical treatment to staff of the JAIL, subcontractors and visitors who become ill or are injured while on the premises. QCHC will stabilize all patients and refer for recommended off-site emergency treatment or care, as needed.
- 1.9. **HEALTH EDUCATION.** QCHC will provide health education materials to the SHERIFF for INMATE/DETAINEE education. QCHC will also provide, upon request, annual CPR/first aid, mental health and suicide prevention, and other training for JAIL staff, as determined by the SHERIFF and QCHC.
- 1.10. **HEALTH EVALUATIONS.** QCHC will provide for INMATES/DETAINEES on-site health evaluations and medical care within the National Commission on Correctional Health Care (NCCHC) and Tennessee Corrections Institute (TCI) guidelines.
- 1.11. **INFANT CARE.** QCHC will neither arrange for infant care nor be financially responsible for any costs associated with infant care.
- 1.12. **INMATE/DETAINEE LABOR.** INMATES/DETAINEES will not be employed or otherwise engaged or utilized by either QCHC or the SHERIFF in the rendering of any healthcare services.
- 1.13. **MANAGEMENT SERVICES.** QCHC will provide management services to include: Policies and Procedures; Protocols; Peer Review; CQI; Cost Containment; Utilization

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Management; Risk Management programs; and Health Insurance Portability and Accountability Act (HIPAA) and NCCHC and TCI Compliance programs specific to the medical operations of the JAIL.

- 1.14. **MEDICAL RECORDS.** QCHC will maintain, cause, or require to be maintained, at its own cost, complete and accurate medical records for each INMATE/DETAINEE who has received healthcare services. Each medical record will be maintained in accordance with applicable laws, TCI Standards and the SHERIFF's policies and procedures. The medical records will be kept separate from the INMATE/DETAINEE's confinement record. A complete copy of the original applicable medical record will be available to accompany each INMATE/DETAINEE who is transferred from the JAIL to another location for off-site services or transferred to another institution. Medical records will be kept confidential, subject to applicable laws regarding confidentiality of such records. QCHC will comply with state and federal law and the SHERIFF's policy with regard to access by INMATES/DETAINEES and staff of the JAIL to medical records. No information contained in the medical records will be released by QCHC except as provided by the SHERIFF's policy, a court order, or otherwise in accordance with applicable laws. At the expiration of this AGREEMENT period, all medical records will be delivered to and remain with the SHERIFF/COUNTY/JAIL. However, the COUNTY will provide QCHC with reasonable ongoing access to all medical records, even after the expiration of this AGREEMENT, for the purpose of defending litigation. INMATE/DETAINEE medical records will at all times be the property of the COUNTY/SHERIFF/JAIL. QCHC will make available to the SHERIFF, unless otherwise specifically prohibited, at the SHERIFF's request, all records, documents, and other papers relating to the direct delivery of healthcare services to JAIL INMATES/DETAINEES hereunder.
- 1.15. **MEDICAL WASTE REMOVAL.** QCHC will be responsible for medical waste removal services at the JAIL consistent with all applicable laws.
- 1.16. **MEETINGS.** QCHC representatives will meet, upon request, in accordance with a schedule agreed to by the SHERIFF and QCHC, with the SHERIFF or designee concerning procedures within the JAIL, any proposed changes in health-related procedures, or other matters which either party deems necessary.
- 1.17. **OFFICE SUPPLIES.** QCHC will be responsible for providing office supplies, which may include paper, pens, charts, folders, staplers, and calendars. QCHC will have access to, and use of, desks, chairs, refrigerators, lamps, machinery, fax machines, computers, or printers that are located in the JAIL healthcare unit at the beginning of the term of this AGREEMENT.
- 1.17.1. The SHERIFF and the COUNTY will not be liable for loss of or damage to office equipment and supplies of QCHC, its agents, employees or subcontractors, unless such loss or damage was caused by the sole negligence of the SHERIFF's employees.
- 1.18. **OFF-SITE AND/OR SPECIALTY SERVICES.** When off-site and/or hospital care is required for medical reasons, QCHC will arrange for inpatient and/or outpatient hospital services, mobile services, SPECIALTY SERVICES, dental care, X-ray, diagnostic testing, consultation services, off-site mental health services, and medically indicated ground ambulance transportation for INMATES/DETAINEES, in accordance with the SHERIFF's policies and procedures. QCHC will not be financially responsible for any costs associated with off-site care and/or SPECIALTY SERVICES.

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- 1.18.1. MOBILE X-RAY.** Notwithstanding the foregoing Section 1.17, QCHC will provide, as part of the healthcare services under this AGREEMENT, a mobile x-ray unit that will provide mobile x-ray and radiology services for the INMATES/DETAINEES, except in cases of emergency when an INMATE/DETAINEE must, in the opinion of QCHC's physician, be sent off-site for immediate x-ray or radiology services.
- 1.19. CHRONIC CARE CLINICS.** QCHC will establish a plan for the identification, treatment and monitoring of INMATES/DETAINEES with chronic illnesses and special healthcare needs. QCHC will be required to continue "chronic care clinics" for those INMATES/DETAINEES identified with specified chronic illnesses and conditions (diabetes, hypertension, mental illness, HIV/AIDS, tuberculosis, asthma, seizures, etc.). QCHC has defined a chronic health problem as an illness which is either ongoing or recurring. To provide an effective and efficient healthcare delivery system for chronically ill patients, QCHC identifies the number of INMATES/DETAINEES with specific chronic conditions, and individual treatment plans are developed or reviewed for each of these INMATES/DETAINEES which includes: instructions regarding medications; the type and frequency of laboratory; other diagnostic testing; frequencies of follow up for reevaluation of the INMATE/DETAINEE's condition; and adjustment of the treatment plan as needed. Chronic care clinics are established to enable INMATES/DETAINEES to have scheduled visits to QCHC independent of any sick call requests.
- 1.20. ON-SITE and OFF-SITE TESTING.** QCHC will provide for INMATE/DETAINEES on-site laboratory testing, which shall include, but not be limited to, drug screens, finger-stick blood sugar and urine dipstick for pregnancy and/or infection.
- 1.21. OPTICAL CARE.** QCHC will not be financially responsible for the provision or costs of optical care, eyeglasses, and/or optical supplies.
- 1.22. OTHER EXPENSES.** QCHC will neither be responsible for the performance nor payment of any services which are not specifically contained in this AGREEMENT.
- 1.23. PHARMACEUTICALS.** QCHC will provide pharmaceutical management, distribution, and policies, and be financially responsible for all formulary medications. QCHC shall not be responsible for the cost of any non-formulary medications. For the purpose of this paragraph, non-formulary medications shall mean: medications to treat diseases or complications of HIV/AIDS, Hepatitis, Cystic Fibrosis, Multiple Sclerosis, Muscular Dystrophy, Renal Failure, Hemophilia, Crohn's Disease, active Tuberculosis, or Cancer; pharmaceuticals listed as Biologicals and Transplant/Anti-Rejection drugs (as defined in the Physician Desk Reference), and Atypical Psychotropic medications. QCHC will separately bill the COUNTY for these non-formulary drugs.
- 1.24. PHYSICAL EXAMINATIONS FOR INMATE WORKERS.** QCHC will provide basic physical examinations for potential INMATE workers to ensure the INMATES are physically capable of performing assigned work duties.
- 1.25. PROSTHETICS.** QCHC will not be financially responsible for the costs of prosthetics and/or prosthetic supplies.
- 1.26. INMATES/DETAINEES.** The health care services contracted in the AGREEMENT are intended only for those INMATES/DETAINEES in the actual physical custody of the JAIL, after being medically stabilized and committed to the Jail. No other person(s) shall be the financial responsibility of QCHC. INMATES/DETAINEES, for example, on any sort of temporary release

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or escape, including, but not limited to those temporarily released for the purpose of attending funerals or other family emergencies, those on escape status, those on pass, parole or supervised custody who do not sleep in the JAIL at night, shall not be included in the daily population count, and shall not be the responsibility of QCHC with respect to the payment or the furnishing of their health care services. Persons in the physical custody of other police or other penal jurisdictions at the request of COUNTY are likewise excluded from the population count and are not the responsibility of QCHC for the furnishing or payment of health care services. Medical care rendered within the JAIL to inmates/detainees from jurisdictions other than COUNTY, and housed in the JAIL pursuant to agreements between COUNTY and such other jurisdictions, or by statute, will be the responsibility of QCHC, to the same extent as INMATES/DETAINEES of the COUNTY; however, medical care that cannot be rendered within the JAIL will be arranged by QCHC, but QCHC shall have no financial responsibility for such services to those prisoners.

- 1.27. **SHERIFF'S POLICIES AND PROCEDURES.** QCHC will operate within the requirements of the SHERIFF's policies and procedures which are directly related to the provision of medical services, as well as other policies and procedures of the SHERIFF which may impact the provision of medical services, including policies and procedures related to the security of the JAIL. Such policies would include required jail training and orientation for QCHC personnel in the JAIL. Such policies and procedures may change from time to time; if so, QCHC will be promptly notified and will operate within all policies, procedures and modifications thereof.

ARTICLE 2:
DUTIES AND OBLIGATIONS OF THE SHERIFF

- 2.1. **INMATE/DETAINEE INFORMATION.** The SHERIFF will provide, as needed, information pertaining to INMATES/DETAINEES that QCHC and the SHERIFF mutually identify as reasonable and necessary for QCHC to adequately perform its obligations to the SHERIFF and the COUNTY.
- 2.2. **OFFICE SPACE, EQUIPMENT AND SUPPLIES.** The SHERIFF will provide in the JAIL adequate and sufficient office and exam space for QCHC and its employees and agents to use to carry out the requirements of this AGREEMENT, including but not limited to, office space for QCHC staff, exam space for sick calls, and storage space for equipment, supplies, medications, and medical records, as well as use of SHERIFF or COUNTY-owned office equipment and all necessary utilities, including telephone and fax lines and internet connection, in place at the JAIL medical unit. Upon termination of this AGREEMENT, QCHC will return to the SHERIFF possession and control of all SHERIFF or COUNTY-owned office equipment. At such time, the office equipment and supplies will be in good working order, with allowances made for reasonable wear and tear.
- 2.3. **RECORD AVAILABILITY.** During this AGREEMENT term, and for a reasonable time thereafter, the SHERIFF will provide QCHC, at QCHC's request, the SHERIFF's records relating to the provision of healthcare services to INMATES/DETAINEES as may be reasonably requested by QCHC in connection with an investigation of, or defense of, any claim by a third party related to QCHC's conduct. As QCHC may reasonably request, and consistent with applicable state and federal laws and the foregoing provision, the SHERIFF will make available to QCHC such records as are maintained by the SHERIFF, hospitals, and other off-site healthcare providers involved in the care or treatment of INMATES/DETAINEES (to the extent the SHERIFF has any control over those records). Any such information provided by the SHERIFF to QCHC that the SHERIFF considers confidential will be kept confidential by QCHC and shall not, except as may be required by law, be distributed to any third party without the prior written approval of the SHERIFF. Notwithstanding