

WASHINGTON COUNTY, TENNESSEE BOARD OF COUNTY COMMISSIONERS

RESOLUTION NO. 24-08-21

RESOLUTION RATIFYING THE ACCEPTANCE AND EXECUTION OF THE AMENDED COMMUNITY-BASED TRAFFIC SAFETY ENFORCEMENT AND EDUCATION GRANT CONTRACT AND AMENDING FISCAL YEAR BUDGET 2024-2025

WHEREAS, Resolution 23-10-04, *Resolution Authorizing Washington County, Tennessee's Acceptance and Execution of Community-Based Traffic Safety Enforcement and Education Grant Contract for Fiscal Year 2023-2024*, was approved on October 23, 2023; and

WHEREAS, the contract by and between the State of Tennessee, Department of Safety & Homeland Security and Washington County is for the provision of implementing a highway safety grant; and

WHEREAS, the grant was amended, as shown in Exhibit A, to reflect a budget change for equipment purchase; and

WHEREAS, this grant has no match requirement; and

WHEREAS, the Sheriff's Office requests the following amendments to Fiscal Year Budget 2024-2025:

1. Increase \$25,920.00 to revenue line item 101-46290-259.035 (Other Public Safety Grants);
2. Increase \$25,920.00 to expense line item 101-54110-187-259.035 (Sheriff's Department-Overtime-THSO Grant);
3. Increase \$40,462.00 to revenue line item 101-46290-259.036 (Other Public Safety Grants);
4. Increase \$26,913.00 to expense line item 101-54110-187-259.036 (Sheriff's Department-Overtime-THSO Grant);
5. Increase \$13,549.00 to expense line item 101-54110-716-259.036 (Sheriff's Department-Law Enforcement Equipment-THSO Grant); and

WHEREAS, at its August 1, 2024 meeting the Public Safety Committee recommended consideration and approval of this request; and

WHEREAS, the Budget Committee at its August 6, 2024 meeting recommended consideration and approval of this request to the Board of County Commissioners; now therefore

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, TENNESSEE THAT:

SECTION 1. The amended grant contract is hereby approved and ratified.

SECTION 2. Fiscal Year Budget 2024-2025 is amended to:

1. Increase \$25,920.00 to revenue line item 101-46290-259.035 (Other Public Safety Grants).
2. Increase \$25,920.00 to expense line item 101-54110-187-259.035 (Sheriff's Department-Overtime-THSO Grant).
3. Increase \$40,462.00 to revenue line item 101-46290-259.036 (Other Public Safety Grants).
4. Increase \$26,913.00 to expense line item 101-54110-187-259.036 (Sheriff's Department-Overtime-THSO Grant).
5. Increase \$13,549.00 to expense line item 101-54110-716-259.036 (Sheriff's Department-Law Enforcement Equipment-THSO Grant).

SECTION 3: This Resolution shall take effect from and after the date on which it is approved by the County Mayor or as indicated by certification of the County Clerk, as hereinafter set forth.

Introduced by Commissioner: *Wheeler*

Seconded by Commissioner: *Carder*

Commissioners Voting FOR: *Tucker, Johnson, Fitzgerald, Edens, Davenport, Matherly, England, Malone, Tomita, Jones, Wexler, Huffine, Wheeler, Carder*

Commissioners Voting AGAINST: *None*

Commissioners Abstaining: *None*

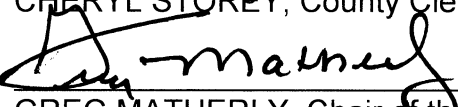
Commissioners Absent: *None*

Vacancy: District 9

ADOPTED BY THE COUNTY LEGISLATIVE BODY, in session duly assembled, on this the 26th day of August, 2024.



CHERYL STOREY, County Clerk



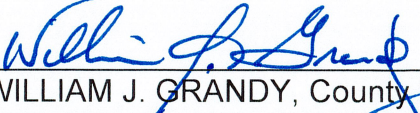
GREG MATHERLY, Chair of the Board

REFERRED to County Mayor this the 28 day of August 2024.



CHERYL STOREY, County Clerk

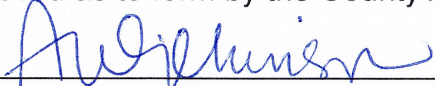
APPROVED by County Mayor on this the 3 day of Sept 2024.


WILLIAM J. GRANDY, County Mayor


The County Mayor having declined to approve this Resolution, the same became effective on the ___ day of _____ 2024, pursuant to Tennessee Code Annotated § 5-6-107(b)(5).

CHERYL STOREY, County Clerk

Approved as to form by the County Attorney this 27th day of August, 2024.


ALLYSON L. WILKINSON, County Attorney

09-20-18 AMEND-G

 GRANT AMENDMENT					
Agency Tracking #	Edison ID	Contract #	Amendment #		
34901-01478	78563	Z24THS358	1		
Contractor Legal Entity Name				Edison Vendor ID	
Washington County Sheriff's Department				2853	
Amendment Purpose & Effect(s)			CFDA #: 20.600 / 20.607		
The purpose of this Amendment One (1) is to change the equipment clause (D.27.) to State Interest in Equipment or Motor Vehicles, reduce Budget Lines 1&2 and Budget Lines 5-10, and fund Budget Line 20.			Grantee's fiscal year end: June 30		
Amendment Changes Contract End Date:			<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	End Date: 09/30/2024	
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):					\$0.00
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2024		\$100,000.00			\$100,000.00
TOTAL:		\$100,000.00			\$100,000.00
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			CPO USE		
Sonya Hadley - NP Digitally signed by Sonya Hadley - NP Date: 2024.06.10 15:25:11 -05'00'					
Speed Chart (optional)	Account Code (optional)				
	71301000				

**AMENDMENT ONE (1)
OF GRANT CONTRACT Z24THS358**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Safety and Homeland Security, hereinafter referred to as the "State" and the Washington County Sheriff's Department, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract section D.27. is deleted in its entirety and replaced with the following:

State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its pro rata share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract.

The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the pro rata amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

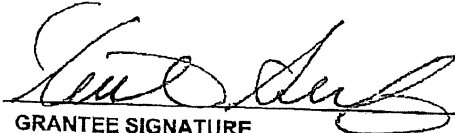
2. Grant Contract Attachment One is deleted in its entirety and replaced with the new attachment one attached hereto.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective June 10, 2024. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

Washington County Sheriff's Department:


6/2/25

 GRANTEE SIGNATURE DATE

Keith Sexton Sheriff
 PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF SAFETY AND HOMELAND SECURITY: *Revised T10SHS Commissioner's Office*
06/04/2024

Jeff Long - SBG Digitally signed by Jeff Long - SBG
 Date: 2024.06.10 15:18:54 -05'00'

 JEFF LONG, COMMISSIONER DATE

GRANT BUDGET	
Agency Name: Washington County Sheriff's Department	
Project Title: Community-Based Traffic Safety Enforcement and Education	
The grant budget line-item amounts below shall be applicable only to expense incurred during the following	
Applicable Period:	BEGIN: 10/01/2023 END: 09/30/2024

POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY 1	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1 & 2	Salaries, Benefits & Taxes	\$86,451.32	\$0.00	\$86,451.32
4, 15	Professional Fee, Grant & Award 2	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$7,919.68	\$0.00	\$7,919.68
11, 12	Travel, Conferences & Meetings	\$0.00	\$0.00	\$0.00
13	Interest 2	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals	\$0.00	\$0.00	\$0.00
17	Depreciation 2	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel 2	\$0.00	\$0.00	\$0.00
20	Capital Purchase 2	\$5,629.00	\$0.00	\$5,629.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$100,000.00	\$0.00	\$100,000.00
<p>1. Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, Uniform Reporting Requirements and Cost Allocation Plans for Sub-recipients of Federal and State Grant Monies, Appendix A. (posted on the Internet at: https://www.tn.gov/content/dam/tn/finance/documents/fa_policies/policy3.pdf).</p> <p>2. Applicable detail follows this page if line-item is funded.</p>				

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE/ GRANT & AWARD	AMOUNT
	\$0.00
TOTAL	\$0.00

GRANT BUDGET LINE-ITEM DETAIL:

OTHER NON-PERSONNEL	AMOUNT
	\$0.00
TOTAL	\$0.00

GRANT BUDGET LINE-ITEM DETAIL:

CAPITAL PURCHASE	AMOUNT
6X12 V-nose Black trailer w/3500lb axle, Equipment (\$5,000 or more)	\$5,629.00
TOTAL	\$5,629.00



Tennessee Department of Safety & Homeland Security
Tennessee Highway Safety Office

SIGNATURE AUTHORITY CONSENT FORM

I Joe Grandy as the County Mayor of
Name of Person Granting Signature Authority (Printed) Title of Person Granting Authority

Washington County hereby grant the person(s) identified below signatory authority
Name of Organization Receiving Grant

for the 2023-2024 grant awarded by the Tennessee Highway Safety Office. The following individual or individuals are entitled to sign all grant related documents on behalf of my organization.

Keith Sexton, Sheriff
Name and Title (Printed)

[Signature]
Signature

John Rose, Chief
Name and Title (Printed)

[Signature]
Signature

Sarah Roberts, Agency Accountant
Name and Title (Printed)

[Signature]
Signature

The above signatory authority granted to the above individual(s) may be revoked by me or by my organization at any time by written notice to the Tennessee Highway Safety Office.

[Signature]
Signature of Person Granting Authority

9.12.23
Date