

**WASHINGTON COUNTY, TENNESSEE
BOARD OF COUNTY COMMISSIONERS**

RESOLUTION NO. 24-11-10

***RESOLUTION APPROVING A MEMORANDUM OF
UNDERSTANDING FOR ARPA FUNDS ASSOCIATED WITH THE
HEALTH DEPARTMENT HVAC RENOVATION AND AMENDING
FISCAL YEAR 2025 BUDGET***

WHEREAS, In January 2023, the Washington County Commission approved Resolution 23-01-10 authorizing a Capital Projects fund (171) expenditure of up to \$450,000 for renovations to the Health Department's HVAC system; and

WHEREAS, the state of Tennessee provided a grant of \$337,500 to fund 75% of the \$450,000 cost with the local match (\$112,500) providing more value. Accordingly, Resolution 23-04-02 approved a budget amendment to move the funding from 171-Capital Projects to 127-ARPA Special Revenue fund in order to meet the grant match requirements; and

WHEREAS, the funds were not spent or encumbered in that fiscal year; and

WHEREAS, the American Rescue Plan Act (ARPA) requires governments to obligate recovery funds by December 31, 2024. If not, the funds must be returned to the U.S. Treasury; and

WHEREAS, the Memorandum of Understanding (Exhibit A) is intended to ensure that Washington County's ARPA funds are obligated and set aside for local health department projects as previously approved and authorized; and

WHEREAS, the Health Department requests the following amendments to Fiscal Year Budget 2025 to re-budget Fiscal Year 2024 funds in the ARPA Special Revenue Fund 127:

1. Increase \$337,500.00 to revenue line item 127-47590 (Other Federal Through State);
2. Increase \$450,000.00 to expense line item 127-91140-707 (Public Health and Welfare Projects);
3. Decrease \$112,500.00 from equity line item 127-39000 (Fund Balance); and

WHEREAS, the Budget Committee at its November 13, 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 terms of the attached Memorandum of Understanding (Exhibit A) are hereby approved and accepted.

SECTION 2. The Washington County Mayor is hereby authorized to execute the Memorandum of Understanding and any documents necessary to effectuate the intent of this resolution, subject to the review of the County Attorney.

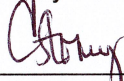
SECTION 3. Fiscal Year Budget 2024-2025 is amended to:

1. Increase \$337,500.00 to revenue line item 127-47590 (Other Federal Through State).
2. Increase \$450,000.00 to expense line item 127-91140-707 (Public Health and Welfare Projects).
3. Decrease \$112,500.00 from equity line item 127-39000 (Fund Balance).


SECTION 4. 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: *Carder*
Seconded by Commissioner: *Wexler*
Commissioners Voting FOR: *Tucker, Johnson, Fitzgerald, Edens, Davenport Matherly, England, Malone, Stout, Tomita, Jones, Wexler, Huffine, Wheeler, Carder*
Commissioners Voting AGAINST: *None*
Commissioners Abstaining: *None*
Commissioners Absent: *None*

ADOPTED BY THE COUNTY LEGISLATIVE BODY, in session duly assembled, on this the 25th day of November, 2024.

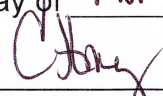


CHERYL STOREY, County Clerk



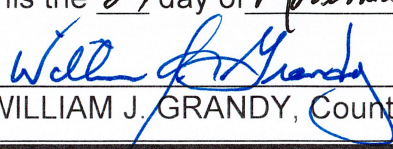
GREG MATHERLY, Chair of the Board

REFERRED to County Mayor this the 2nd day of Nov 2024.



CHERYL STOREY, County Clerk

APPROVED by County Mayor on this the 27 day of November 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 20th day of November 2024.



ALLYSON L. WILKINSON, County Attorney

MEMORANDUM OF UNDERSTANDING
Between
Washington County Commission and
Washington County Mayor

This Memorandum of Understanding (“MOU”) is entered into by and between Washington County Commission (“Commission”) and the Washington County Mayor (“Mayor”), hereinafter the Parties. In consideration of those mutual undertakings, the Parties agree as follows:

WHEREAS, the Commission, is designated to accept and administer funds from the federal American Rescue Plan Act (“ARPA”), sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 (the “Act”), Pub. L. No. 117-2 (Mar. 11, 2021); and

WHEREAS, the Mayor is tasked with overseeing the day to day operations of Washington County (“County”); and

WHEREAS, the Commission must approve the County’s budget, and the Mayor executes the County’s expenditures; and

WHEREAS, the Parties desire to enter into this MOU to memorialize their understanding of the mutual advantages of this cooperative relationship.

NOW, THEREFORE, the Parties agree to the terms and conditions set forth below:

I. Purpose

The purpose of this MOU is to memorialize an agreement to obligate the County’s ARPA State and Local Fiscal Recovery Funds (“Funds”) for those purposes set forth in the Subaward Agreement between County and the Tennessee Department of Health (“TDH”), TDH Agreement No. (34360-90423) set forth in Attachment “A”, hereby adopted and incorporated by reference herein, along with any current and future modifications thereto (“TDH Subaward Agreement”).

II. Conditions and Scope

The Commission agrees to provide, and the Mayor agrees to expend, Funds to perform the scope of work for the project as set forth in Attachment A, specifically in the “Scope of Work” and “Project” portions of Section A of the TDH Subaward Agreement.

III. Amount

The Commission agrees to provide and obligate the Funds in an amount not to exceed the funds set forth in Attachment 1 of the TDH Subaward Agreement and the Mayor agrees to expend the Funds in such amount.

IV. Term

The MOU shall be effective from the date executed below and shall expire on January 1, 2027.

V. Binding Effect

The MOU shall be binding upon the Parties hereto and upon any respective successors and assigns of the Parties.

VI. Obligation of the Parties

The Parties agree to the following obligations under this MOU:

- a. The Commission agrees to provide the Mayor the Funds in an amount not to exceed the allocation amount of \$112,500.00 as which is included in the amounts set forth in Attachment 1 of the TDH Subaward Agreement.
- b. The Mayor shall expend the Funds in an amount not to exceed the amount set forth in Attachment 1 of the TDH Subaward Agreement to pay for the cost of the Scope of Work necessary to implement the Project, as set forth in the TDH Subaward Agreement.
- c. The Mayor shall follow federal and state procurement and expenditure requirements as required by and set forth in the TDH Subaward Agreement.
- d. The Mayor shall ensure a complete procurement file for each contract necessary to perform the Scope of Work in the TDH Subaward Agreement is submitted to TDH with reimbursement requests in accordance therewith.

VII. Applicable Law

This MOU shall be governed by and construed in accordance with the laws of the State of Tennessee.

Agreed to this the _____ day of _____, 2024.

Chair, County Commission

Agreed to this the _____ day of _____, 2024.

County Mayor

ATTACHMENT "A"

(INSERT ORIGINAL EXECUTED TDH SUBAWARD AND ANY SUBSEQUENT EXECUTED MODIFICATONS)