

SPECIAL CALLED SESSION AGENDA
FRANKLIN COUNTY
BOARD OF COMMISSIONERS
7:00 PM
Franklin County Courthouse

Monday August 19, 2019

- | | | |
|----|--------------------------------------|----------------------------|
| 1) | CALL TO ORDER | Chairman David Alexander |
| | Opening & Pledge of Allegiance | Sheriff Tim Fuller |
| | Invocation | Commissioner Johnny Hughes |

- | | | |
|------------------|-----------------------------|-----------------------------|
| ROLL CALL | | County Clerk Phillip Custer |
| | Declaration of Quorum | Chairman David Alexander |

- 2) a) New Revised Budget Summary after changes 07-29-19 (reference only)
- b) **Resolution 8b-0819SC** Making appropriations for the various funds, depts., institutions, offices and agencies of Franklin County TN for the fiscal year beginning July 1, 2019 and ending June 30, 2020
- c) **Resolution 8c-0819SC** Fixing the tax levy in Franklin County TN for the fiscal year beginning July 1, 2019
- d) **Resolution 8d-0819SC** Authorization for the Mayor of Franklin County to sign a proposal between Franklin County Tennessee and TDOT
- e) **Resolution 8e-0819SC** Agreement for Ambulance Services between Franklin County Tennessee and A&E Emergency Services, LLC
- f) **Resolution 8f-0819SC** Authorizing the Franklin County Mayor to execute a Service Agreement with South Central TN Development District for Deadstock Removal in Franklin County TN for fiscal year 2019/2020

Adjournment

Benediction: Commissioner Helen Stapleton

DA/js

Appropriation Resolution

Fund	Beginning Fund Balance (Spendable) 7/1/19	Revenues	Debt Proceeds	Transfers In	Estimated Receipts	Expenditures	Transfers Out	Appropriations	Increase or Use of Cash Balance	Estimated Ending Fund Balance/Net Position 6/30/20
101 General	\$ 1,495,385	\$24,980,847	\$ -	\$ 105,606	25,086,453	\$25,043,816	\$ -	\$ 25,043,816	\$ 42,636	\$ 1,538,021
112 Courthouse Jail Maintenance	\$ 45,035	\$ 205,000	\$ -	\$ -	205,000	\$ 2,150	\$ 210,000	\$ 212,150	\$ (7,150)	\$ 37,885
115 Library Fund	\$ 157,502	\$ 449,278	\$ -	\$ -	449,278	\$ 436,349	\$ 3,000	\$ 439,349	\$ 9,928	\$ 167,430
116 Solid Waste/Sanitation	\$ 889,238	\$ 2,192,489	\$ -	\$ -	2,192,489	\$ 2,125,060	\$ 48,803	\$ 2,173,863	\$ 18,626	\$ 907,864
120 Local Purpose Tax	\$ 353,371	\$ 840,828	\$ -	\$ -	840,828	\$ 636,600	\$ -	\$ 636,600	\$ 204,228	\$ 557,599
122 Drug Control	\$ 18,212	\$ 64,300	\$ -	\$ -	64,300	\$ 77,500	\$ -	\$ 77,500	\$ (13,200)	\$ 5,012
131 Highway/Public Works	\$ 2,534,452	\$ 3,396,863	\$ -	\$ -	3,396,863	\$ 4,141,631	\$ 53,803	\$ 4,195,434	\$ (798,571)	\$ 1,735,882
141 School General Fund	\$ 4,741,353	\$44,626,670	\$ -	\$ -	44,626,670	\$45,928,898	\$ 100,000	\$ 46,028,898	\$ (1,402,228)	\$ 3,339,125
142 Federal Projects Fund	\$ 10,241	\$ 2,920,886	\$ -	\$ 100,000	3,020,886	\$ 2,920,886	\$ -	\$ 2,920,886	\$ 100,000	\$ 110,241
143 School Cafeteria Fund	\$ 2,359,298	\$ 3,348,897	\$ -	\$ -	3,348,897	\$ 4,238,808	\$ -	\$ 4,238,808	\$ (889,911)	\$ 1,469,387
151 General Debt Service	\$ 2,366,557	\$ 5,016,622	\$ -	\$ 3,746,086	8,762,708	\$ 6,941,037	\$ -	\$ 6,941,037	\$ 1,821,671	\$ 4,188,228
156 Education Debt Service	\$ 3,536,086	\$ 77,966	\$ -	\$ -	77,966	\$ -	\$ 3,536,086	\$ 3,536,086	\$ (3,458,120)	\$ 77,966
Totals	\$18,506,730	\$88,120,646	\$ -	\$3,951,692	92,072,338	\$92,492,736	\$ 3,951,692	\$ 96,444,428	\$ (4,372,090)	\$ 14,134,640

RESOLUTION # 86-08195C

**A RESOLUTION MAKING APPROPRIATIONS FOR THE VARIOUS FUNDS,
DEPARTMENTS, INSTITUTIONS, OFFICES AND AGENCIES OF FRANKLIN COUNTY,
TENNESSEE FOR THE YEAR BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020**

SECTION 1. BE IT RESOLVED by the Board of County Commissioners of Franklin County, Tennessee assembled in regular session on the ___ day of _____, 2019, that the amounts hereafter set out are hereby appropriated for the purpose of meeting the expenses of the various funds, departments, institutions, offices and agencies of Franklin County, Tennessee, for the capital outlay, and for meeting the payment of principal and interest on the County's debt maturing during the year beginning July 1, 2019 and ending June 30, 2020 according to the following schedule:

General Fund	
County Commission	\$ 332,332
Beer Board	525
County Mayor	197,422
County Attorney	10,800
Election Commission	251,354
Register of Deeds	356,735
Planning	165,656
County Buildings	1,407,929
Other General Administration - IT	83,450
Property Assessor	592,549
County Trustee	346,685
County Clerk	630,962
Finance Department	745,161
Circuit Court	1,026,570
General Sessions Court	321,678
Drug Court Program	102,700
Chancery Court	240,405
Juvenile Court	140,044
Judicial Commissioners	173,407
Other Administration of Justice	215,000
Probation Services	159,144
Sheriff's Department	4,305,430
Administration of the Sex Offender	15,593
Jail	3,314,055
Community Reentry Program	246,984
Juvenile Services	142,500
Civil Defense	166,877
Rescue Squad	35,000
Consolidated Communications	875,528
County Coroner	37,000
Public Safety Grants	30,592
Local Health Center	33,450
Rabies & Animal Control	250,799
Other Local Health Services	261,000
Appropriation to State	30,646

General Welfare Assistance		17,775
Litter Control		100,183
Other Waste Collections		44,047
Other Public Health & Welfare		21,848
Senior Citizen's Assistance		37,500
Parks and Fair Boards		41,711
Agriculture Extension		111,316
Soil Conservation		91,598
Industrial Development		551,855
Other Economic & Community Development		5,384,977
Airport		-
Veterans Services		92,433
Other Charges		952,613
Capital Outlay		350,000
Transfers Out		-
Total General Fund	\$	25,043,816
<u>Courthouse Jail Maintenance Fund</u>		
Other Charges	\$	2,150
Transfers Out		210,000
Total Courthouse Jail Maintenance Fund	\$	212,150
<u>Library Fund</u>		
Libraries	\$	391,963
Other Charges		44,386
Social, Cultural & Recreational Projects		-
Transfers Out		3,000
Total Library Fund	\$	439,349
<u>Solid Waste/Sanitation Fund</u>		
Sanitation Education/Information	\$	3,200
Convenience Centers		398,940
Transfer Stations		1,600,880
Post closure Care Cost		13,500
Other Charges		108,540
Transfers Out		48,803
Total Solid Waste/Sanitation Fund	\$	2,173,863
<u>Local Purpose(Rural Fire) Fund</u>		
Fire Prevention & Control	\$	625,000
Other Charges		11,600
Total Local Purpose (Rural Fire) Fund	\$	636,600
<u>Drug Control Fund</u>		
Drug Enforcement	\$	77,000
Other Charges		500
Total Drug Control Fund	\$	77,500

<u>Highway/Public Works Fund</u>		
Administration	\$	352,509
Highway & Bridge Maintenance		989,599
Operation & Maintenance of Equipment		399,690
Quarry Operations		397,073
Other Charges		248,907
Capital Outlay		1,734,730
Principal on Debt		15,807
Interest on Debt		3,315
Transfers Out		53,803
Total Highway/Public Works Fund	\$	4,195,434
<u>General Debt Service Fund</u>		
General Government Debt Service	\$	6,941,037
Total General Debt Service Fund	\$	6,941,037
<u>Education Debt Service Fund</u>		
Education Debt Service	\$	-
Transfers Out		3,536,086
Total Education Debt Service Fund	\$	3,536,086
<u>General Purpose School Fund</u>		
Instruction		
Regular Instruction	\$	21,390,246
Alternative School		268,778
Special Education		3,598,466
Vocational Education		1,355,018
Student Body Education		476,823
Adult Education		-
Support Services		
Attendance		225,299
Health Services		572,208
Other Support Services		1,367,207
Regular Instruction		1,465,391
Special Education		626,000
Vocational Education		73,867
Technology Department		1,024,480
Adult Education		-
Board of Education		1,176,526
Director of Schools		500,404
Office of the Principal		2,503,465
Fiscal Services		11,561
Human Resources		260,857
Operation of the Plant		3,540,121
Maintenance of Plant		1,383,061
Transportation		2,280,403
Central and Other		109,255
Non-Instructional Services		
Community Services		504,677
Early Childhood Education		1,041,013
Capital Outlay		100,000
Debt Service		73,773
Transfers Out		100,000
Total General Purpose School Fund	\$	46,028,898

Federal Projects Fund	
Instruction	
Regular Instruction Program	\$ 1,138,455
Special Education Program	867,205
Vocational Education Program	79,000
Support Services	
Health Services	\$ 75,515
Other Student Support	92,702
Regular Instruction Program	246,666
Special Education Program	157,758
Vocational Education Program	12,000
Special Education Program	-
Transportation	251,585
Transfers Out	\$ -
Total Federal Projects Fund	\$ 2,920,886
Central Cafeteria Fund	
Non-Instructional Services	
Food Service	\$ 4,238,808
Total Central Cafeteria Fund	\$ 4,238,808

BE IT FURTHER RESOLVED, that the Franklin County Schools' Federal Projects Fund for the Every Student Succeeds Act (ESSA) projects shall be the budget approved for the separate projects within the fund by the Franklin County Board of Education. Be it further resolved that the Individuals with Disabilities Education Act (IDEA – Part B and Preschool) and Carl Perkins Vocational projects shall be the budget approved for the separate projects within the fund by the Franklin County Board of Education and the Tennessee Department of Education. This budget includes a \$100,000 permanent transfer of funds from the School General Fund to the Federal Projects Fund for operational purposes.

SECTION 2. BE IT FURTHER RESOLVED that there are also hereby appropriated certain portions of the commissions and fees for collecting taxes and licenses and for administering other funds which the Trustee, County Clerk, Circuit Court Clerk, Clerk and Master, Register and the Sheriff and their officially authorized deputies and assistants may severally be entitled to receive under State laws heretofore or hereafter enacted. Expenditures out of commissions, and/or fees collected by the Trustee, County Clerk, Circuit Court Clerk, Clerk and Master, Register and the Sheriff may be made for such purposes and in such amounts as may be authorized by existing law or by valid order of any court having power to make such appropriations. Any excess commissions and/or fees collected over and above the expenditures duly and conclusively authorized shall be paid over to the Trustee and converted into the General Fund as provided by law.

BE IT FURTHER RESOLVED that if any fee officials, as enumerated in Section 8-22-101, T.C.A., operate under provisions of Section 8-22-104, T.C.A., provisions of the preceding paragraph shall not apply to those particular officials.

SECTION 3. BE IT FURTHER RESOLVED that any amendment to the budget shall be approved as provided for in Section 5-9-407, T.C.A. One copy of each amendment shall be filed with the County Clerk, one copy with the Chairman of the Financial Management Committee, and one with each divisional or departmental head concerned. The reason(s) for each transfer shall be clearly stated; however, this section shall in no case whatsoever construed as authorizing transfer from one fund to another, but shall apply solely to transfers within a certain fund.

SECTION 4. BE IT FURTHER RESOLVED that any appropriations made by this resolution which cover the same purpose for which a specific appropriation is made by statute is made in lieu of but not in addition to said statutory appropriation. The salary, wages or remuneration of each officer, employee or agent of the county shall not be in excess of the amounts authorized by existing law or as set forth in the estimate of expenditures which accompanies this resolution. Provided, however, that appropriations for such salaries, wages or other remuneration hereby authorized shall in no case be construed as permitting expenditures for an office, agency, institution, division or department of the County in excess of the appropriation made herein for such office, agency, institution, division or department of the County. Such appropriation shall constitute the limit to the expenditures of any office, agency, institution, division or department for the year ending June 30, 2020. The aggregate expenditures for any item of appropriation shall in no instance be more than the amount herein appropriated for such item.

SECTION 5. BE IT FURTHER RESOLVED that any resolution which may hereafter be presented to the Board of County Commissioners providing for appropriations in addition to those made by this Budget Appropriation Resolution shall specifically provide sufficient revenue or other funds, actually to be provided during the year in which the expenditure is to be made, to meet such additional appropriation. Said appropriating resolution shall be submitted to and approved by the Comptroller of the State or his Designee after its adoption as provided by Section 9-21-403, T.C.A.

SECTION 6. BE IT FURTHER RESOLVED that the County Executive and County Clerk are hereby authorized to borrow money on revenue anticipation notes, provided such notes are first approved by the Comptroller of the State of Tennessee or his Designee, to pay for the expenses herein authorized until the taxes and other revenue for the year 2019-20 have been collected. The proceeds of loans for each individual fund shall not exceed 60% of the appropriations of each individual fund and shall be used only to pay the expenses and other requirements of the fund for which the loan is made. The loan shall be paid out of revenue from the fund for which money is borrowed. The notes evidencing the loans authorized under this section shall be issued under the applicable sections of Title 9, Chapter 21, T.C.A. Said notes shall be signed by the County Executive and countersigned by the County Clerk and shall mature and be paid in full without renewal not later than June 30, 2020.

SECTION 7. BE IT FURTHER RESOLVED that all revenues realized as a result of the participation by the Sheriff's Department in the Federal Meth Task Force Program & the Organized Crime Drug Task Force for overtime reimbursement will be then in turn appropriated to the Sheriff's Department Overtime Pay line upon receipt. As well Equitable Shared funds from the US Marshalls office shall be accounted for within the Drug Fund and stipulated as Equitably Shared resources and expenditures.

SECTION 8. BE IT FURTHER RESOLVED that the funds which have been appropriated to provide property tax relief to low-income elderly homeowners (County Commission – Tax Relief Program) will be dispersed by the County Trustee pursuant to the criteria established by resolution of the Franklin County Board of Commissioners on September 11, 2000.

SECTION 9. BE IT FURTHER RESOLVED that the Franklin County Commission on the date of 21st April 2008 approved participation in the Tennessee Property Tax Freeze Program pursuant to T.C.A. 67-5-705. The tax freeze program is provided for in Chapter 581 of the Public Acts of 2007 and shall be effective for the tax roll of 2008 forward and administered as such.

SECTION 10. BE IT FURTHER RESOLVED that the delinquent County Property taxes for the year 2017 and prior years and the interest and penalty thereon collected during the year ending June 30, 2020 shall be apportioned to the various County funds according to the subdivision of the tax levy for the year 2018, with the exception of fund 156 Education Debt Service. The proration of delinquent taxes for fund 156 Education Debt Service shall be deposited to fund 151 General Debt Service, as the debt service funds will be combined this fiscal year. The Clerk and Master and the Trustee are hereby authorized and directed to make such apportionment accordingly.

SECTION 11. BE IT FURTHER RESOLVED that the Franklin County Commission on the date of June 20, 2011 & amended on August 15, 2011, December 5, 2011 & April 15, 2013, they resolved to establish a Reserve Fund Policy, Spending Prioritization Policy & Debt Management Policies of Franklin County, TN. The Policies enacted will be utilized in the Financial Administration and Budgeting Process to assist in making sound decisions related to managing fund balances, spending & debt payments of all Franklin County, Tennessee funds.

SECTION 12. BE IT FURTHER RESOLVED that all unencumbered balances of appropriations remaining at the end of the year shall lapse, and shall be of no effect at the end of the year at June 30, 2020.

SECTION 13. BE IT FURTHER RESOLVED that any resolution or part of a resolution which has heretofore been passed by the Board of County Commissioners which is in conflict with any provision in this resolution be and the same is hereby repealed.

SECTION 14. BE IT FURTHER RESOLVED that this resolution shall take effect from and after its passage and its provisions shall be in force from and after July 1, 2019. This resolution shall be spread upon the minutes of the Board of County Commissioners.

Passed this _____ day of _____, 2019.

APPROVED: Original on file with signature
David Alexander, Honorable Mayor & Commission Chair

ATTEST:

Original on file with signature

Phillip Custer, County Clerk

Resolution Sponsored by: Eldridge & Finney

Motion to Adopt: _____ Second: _____

Votes: Ayes _____ Nays: _____ Declaration: _____

RESOLUTION # 8C-08195C

**RESOLUTION FIXING THE TAX LEVY IN
FRANKLIN COUNTY, TENNESSEE
FOR THE FISCAL YEAR BEGINNING JULY 1, 2019**

SECTION 1. BE IT RESOLVED by the Board of County Commissioners of Franklin County, Tennessee, assembled in regular session on this ____ day of _____, 2019, that the combined property tax rate for Franklin County, Tennessee for the fiscal year beginning July 1, 2019 shall be \$2.5962 inside the cities of Winchester and Tullahoma and the town of Sewanee, \$2.8395 within the remaining cities, and \$2.9136 outside on each \$100.00 of taxable property, which is to provide revenue for each of the following funds and otherwise conform to the following levies:

Fund	Outside Cities	Cities Except Sewanee, Winchester & Tullahoma	Sewanee, Winchester & Tullahoma
County	\$ 1.1643	\$ 1.1643	\$ 1.1643
Library	0.0381	0.0381	0.0381
Solid Waste	0.2433	0.2433	-
Local Purpose	0.0741	-	-
Highway	0.0629	0.0629	0.0629
General Purpose School	1.0394	1.0394	1.0394
General Debt Service	0.2565	0.2565	0.2565
Education Debt Service	-	-	-
	<u>\$ 2.8786</u>	<u>\$ 2.8045</u>	<u>\$ 2.5612</u>

SECTION 2. BE IT FURTHER RESOLVED that there is hereby levied a gross receipts tax as provided by law. The proceeds of the gross receipts tax herein levied shall accrue to the General Fund.

SECTION 3. BE IT FURTHER RESOLVED that half of the local option sales tax generated in municipal locations of Franklin County shall be allocated to the General Purpose School Fund and the sales tax generated outside of municipalities shall be divided equally between the School General Fund and the General Debt Service Fund for the purpose of paying Education Debt. The local option sales tax paid by the state to the Trustee in July shall be deemed revenue of the prior year and shall be allocated according to the prior budget. This resolution allocates local option sales taxes paid by the state to the Trustee for the twelve consecutive months beginning with August 2019.

SECTION 4. BE IT FURTHER RESOLVED that interest earned on investments held by the Trustee shall be allocated in the following manner: interest on the Library Fund will go to the Library Fund, interest on the Education Post Employee Benefit Reserve go to that reserve balance, interest on the Highway Post Employee Benefit Reserve go to that reserve balance, all other interest earnings to the General Debt Service Fund, unless restricted by legislation or resolution.

SECTION 5. BE IT FURTHER RESOLVED that State Revenue Sharing – T.V.A. collections shall be allocated as follows: the fixed amount of \$12,500 per quarter shall be allocated to the General Purpose School Fund and all additional State Revenue Sharing – T.V.A. collections shall be allocated to the General Fund.

SECTION 6. BE IT FURTHER RESOLVED that Nissan in Lieu of Taxes collected shall be allocated to the General Debt Service Fund for retirement Education debt.

SECTION 7. BE IT FURTHER RESOLVED that the first \$20,000 of revenue derived from Building Permits shall be allocated to the Local Purpose Tax Fund, and the balance of such revenue shall accrue to the General Fund.

SECTION 8. BE IT FURTHER RESOLVED that the proceeds from the Local Purpose Tax will be allocated equally and totally among the fifteen rural fire departments through quarterly distributions with two exceptions; 1) an allocation of Four Thousand Five Hundred Dollars \$4,500.00 necessary for the training association, facility, & maintenance or repair of vehicles; 2) the 2011 increase in Hotel Motel Tax be reserved and utilized for incentive distribution approved by the County Wide Fire Committee.

SECTION 9. BE IT FURTHER RESOLVED that the revenue from two (2) cents of property tax allocated to the Highway/Public Works Fund is allocated for bridge maintenance & the revenue from two (4) cents of the property tax allocated be distributed for road projects within the four (4) Road Districts based on highway miles per district.

SECTION 10. BE IT FURTHER RESOLVED that all resolutions of the Board of County Commissioners of Franklin County, Tennessee, which are in conflict with this resolution are hereby repealed.

SECTION 11. BE IT FURTHER RESOLVED this resolution taking effect from and after its passage, the public welfare requiring it. This resolution shall be spread upon the minutes of the Board of County Commissioners.

Passed this _____ day of _____, 2019.

APPROVED: Original on file with signature
David Alexander, Honorable County Mayor & Commission Chair

ATTEST:

Original on file with signature
Phillip Custer, County Clerk

RESOLUTION SPONSORED BY: Eldridge & Finney

MOTION: _____ SECOND: _____

VOTES: AYES: NAYS PASS

DECLARATION: _____

STATE OF TENNESSEE

County

Date

RESOLUTION # 8d-0819SC

Authorization for the Mayor of Franklin County to sign a
Proposal with Tennessee Department of Transportation
For Project No: 26002-3242-94, 26002-1242-94, 26002-0242-94

NOW, THEREFORE BE IT RESOLVED by the Commissioners of the County of Franklin meeting in a special called session this 19th day of August, 2019 that the Mayor be authorized to sign a Proposal with the Tennessee Department of Transportation for the road improvement project.

We, the undersigned Commissioners, move the adoption of the above Resolution.

Resolution sponsored by: Chuck Stines & Johnny Hughes

Motion to adopt: _____ Second By: _____

Votes: Ayes _____ Nays _____ Pass _____ Abstain _____

Declaration: _____

APPROVED:

Mayor, Franklin County

ATTEST:

County Clerk

PROPOSAL

OF THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF TENNESSEE

TO THE COUNTY OF FRANKLIN, TENNESSEE:

The DEPARTMENT OF TRANSPORTATION of the State of Tennessee, hereinafter "DEPARTMENT", proposes to construct a project in the County of Franklin, Tennessee, hereinafter "COUNTY", designated as Federal Project No. PHSIP-15(185), State Project No. 26002-3242-94,26002-0242-94,26002-1242-94 , that is described as "Intersection at University Avenue Route: SR-15", provided the COUNTY agrees to cooperate with the DEPARTMENT as set forth in this proposal, so that the general highway program may be carried out in accordance with the intent of the General Assembly of the State.

Accordingly, the parties agree as follows:

1. That in the event any civil actions in inverse condemnation or for damages are instituted by reason of the DEPARTMENT, or its contractor, going upon the highway right-of-way and easements, and constructing said project in accordance with the plans and as necessary to make the completed project functional, it will notify in writing the Attorney General of the State, whose address is 425 Fifth Avenue North, Nashville, Tennessee, 37243, of the institution of each civil action, the complaint and all subsequent pleadings, within ten (10) days after the service of each of the same, under penalty of defending such actions and paying any judgments which result therefrom at its own expense.

2. The COUNTY will close or otherwise modify any of its roads or other public ways if indicated on the project plans, as provided by law.

3. The COUNTY will transfer or cause to be transferred to the DEPARTMENT, without cost to the DEPARTMENT, all land owned by the COUNTY or by any of its instrumentalities as

required for right-of-way or easement purposes, provided such land is being used or dedicated for road or other public way purposes.

4. Where privately, publicly or cooperatively owned utility lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water not connected with highway drainage, and other similar commodities, including publicly owned facilities such as fire and police signal systems and street lighting systems are located within the right-of-way of any road or other public way owned by the COUNTY, or any of its instrumentalities, the COUNTY agrees that it will take any action necessary to require the removal or adjustment of any of the above-described facilities as would conflict with the construction of the project. But the foregoing may not be a duty of the COUNTY since it shall become operative only after the DEPARTMENT has been unsuccessful in its efforts to provide for said removals or adjustments for the benefit of the COUNTY.

The foregoing does not apply to those utility facilities which are owned by the COUNTY or one of its instrumentalities, it being understood that the COUNTY has the duty to relocate or adjust such facilities, if required, provided the COUNTY is notified to do so by the DEPARTMENT with detailed advice as to this duty of the COUNTY.

5. The COUNTY will maintain any frontage road to be constructed as part of the project;

6. After the project is completed and open to traffic, the COUNTY will accept jurisdiction and maintenance such parts of any existing DEPARTMENT highway to be replaced by the project, as shown on the attached map.

7. The COUNTY will make no changes or alter any segment of a road on its road system that lies within the limits of the right-of-way acquired for any interchange to be constructed as part of the project and will not permit the installation or relocation of any utility

facilities within the right-of-way of any such a segment of one of its roads without first obtaining the approval of the DEPARTMENT.

8. No provision hereof shall be construed as changing the maintenance responsibility of the COUNTY for such part of the project as may presently be on its highway, street, road or bridge system.

9. It is understood and agreed between the DEPARTMENT and the COUNTY that all traffic control signs for the control of traffic on a street under the jurisdiction of the COUNTY and located within the DEPARTMENT's right-of-way shall be maintained and replaced by the COUNTY.

10. When traffic control devices for the direction or warning of traffic, lighting of roadways or signing, or any of them, which are operated or function by the use of electric current are constructed or installed as part of the project, they will be furnished with electricity and maintained by the COUNTY.

11. If, as a result of acquisition and use of right-of-way for the project, any building and/or structure improvements become in violation of a COUNTY setback line or building and/or structure requirement, including, but not limited to, on-premise signs, the COUNTY agrees to waive enforcement of the COUNTY setback line or building and/or structure requirement and take other proper governmental action as necessary to accomplish such waiver.

12. If, as a result of acquisition and use of right-of-way for the project, any real property retained by any property owner shall become in violation of a COUNTY zoning regulation or requirement, the COUNTY agrees to waive enforcement of the COUNTY zoning regulation or requirement and take other proper governmental action as necessary to accomplish such waiver.

13. The COUNTY will not authorize encroachments of any kind upon the right-of-way, nor will the COUNTY authorize use of the easements for the project in any manner which affects

the DEPARTMENT's use thereof.

14. The COUNTY will obtain the approval of the DEPARTMENT before authorizing parking on the right-of-way and easements for the project.

15 The COUNTY will not install or maintain any device for the purpose of regulating the movement of traffic on the roadway except as warranted and in conformity with the Manual on Uniform Traffic Control Devices.

16. If the project is classified as full access control (i.e. a project which has no intersecting streets at grade), then the DEPARTMENT will maintain the completed project. If the project is not classified as full access control, then the DEPARTMENT will maintain the pavement from curb to curb where curbs exist, or will maintain full width of the roadway where no curb exist. The COUNTY agrees to maintain all other parts of non-access control projects; provided, however, that any retaining walls, box culverts, or other like structures constructed as part of the project that supports the structural integrity or stability of the roadway surface shall be maintained by the DEPARTMENT.

17. If a sidewalk is constructed as a component of this project, the COUNTY shall be responsible for maintenance of the sidewalk and shall assume all liability for third-party claims for damages arising from its use of the sidewalk or premises beyond the DEPARTMENT'S maintenance responsibilities as set forth in section 16 of this proposal.

18. When said project is completed, the COUNTY thereafter will not permit any additional median crossovers, the cutting of the pavement, curbs, gutters and sidewalks, by any person, firm, corporation, or governmental agency, without first obtaining the approval of the DEPARTMENT.

19. The DEPARTMENT will acquire the right-of-way and easements, construct the project and defend any inverse condemnation for damage or civil actions of which the Attorney

General has received the notice and pleadings provided for herein; provided, however, that if the project is being constructed pursuant to a contract administered by the DEPARTMENT's Local Programs Development Office, the terms of that contract shall control in the event of a conflict with this proposal.

20. The project plans hereinbefore identified by number and description are incorporated herein by reference and shall be considered a part of this proposal, including any revisions or amendments thereto, provided a copy of each is furnished the COUNTY.

21. The acceptance of this proposal shall be evidenced by the passage of a resolution or by other proper governmental action, which shall incorporate this proposal verbatim or make reference thereto.

IN WITNESS WHEREOF, the DEPARTMENT has caused this proposal to be executed by its duly authorized official on this the ____ day of _____, 20__.

THE COUNTY OF _____, TENNESSEE

BY: _____
MAYOR

DATE: _____

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

BY: _____
PAUL DEGGES
COMMISSIONER

DATE: _____

APPROVED AS TO FORM AND LEGALITY:

BY: _____
JOHN REINBOLD
GENERAL COUNSEL

DATE: _____

RESOLUTION# 8e-08195C

AUTHORIZING FRANKLIN COUNTY, TENNESSEE TO ENTER A CONTRACT FOR A PERIOD OF FIVE YEARS (5) FOR AMBULANCE SERVICES WITH A & E EMERGENCY SERVICES, LLC AS THE PRIMARY AMBULANCE SERVICE PROVIDER FOR FRANKLIN COUNTY, TENNESSEE

WHEREAS, it is necessary that a contract between Franklin County, Tennessee and A & E Emergency Services, LLC, be entered into providing for primary 911 ambulance service, except for the mountainous areas (ESN 425 and ESN 426) which areas will be served by the Grundy County Ambulance Service as the primary ambulance service provider for those areas and said contract shall be for a period of five (5) years from the date of signing; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Franklin County, Tennessee, meeting in a special called session on this 19TH day of August, 2019, as follows:

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Franklin County, Tennessee, meeting in a special called session on this 19th day of August, 2019, that the Franklin County Mayor David Alexander is hereby authorized to execute on behalf of Franklin County, Tennessee a contract with the A & E Emergency Services, LLC, copy of which is attached hereto as Exhibit "A" and made a part hereof.

BE IT RESOLVED that this Resolution shall take effect immediately upon its passage.

ADOPTED this _____ day of _____, 2019.

APPROVED:

ATTEST:

David Alexander, Mayor and Chair of
Commission

Phillip Custer, County Clerk

RESOLUTION SPONSORED BY: KING & STINES

MOTION TO ADOPT: _____ **SECOND:** _____

VOTES: **AYES:** _____ **NAYS:** _____

DECLARATION: _____

AGREEMENT FOR AMBULANCE SERVICES

FRANKLIN COUNTY, TENNESSEE

THIS AGREEMENT is made and entered into on the ____ day of _____, 2019 by and between Franklin County, Tennessee, a political subdivision of the State of Tennessee (hereinafter referred to as “the County”) and A & E Emergency Services, LLC of Franklin County, Tennessee (hereinafter referred to as “the Provider”).

WHEREAS, the County, acting by and through the Franklin County Commission (hereinafter referred to as “the Commission) is empowered by T.C.A. § 7-61-101 *et seq.* to provide ambulance services to the public and/or to license, franchise, or contract for private operators or non-profit general welfare corporations to provide emergency ambulance services within the geographical limits of the County in order to protect the public health, safety and welfare.

WHEREAS, the County by and through the Commission is seeking the highest quality, most reliable ambulance services at the most reasonable price, and under this agreement the relationship between the County and the Provider should always be one of cooperation and not conflict.

WHEREAS, the County desires to arrange for the Provider to make available ambulance services in the coverage area and the Provider desires to provide same, subject to the terms and conditions herein; and

WHEREAS, A & E Emergency Services, LLC of Franklin County, Tennessee has been designated by the Franklin County Commission as the primary provider for ambulance services in Franklin County, Tennessee. The service area covered in this Agreement shall be all of Franklin County, Tennessee with the exception of the mountainous areas (ESN 425 and ESN 426) which areas will be served by the Grundy County Ambulance Service as the primary ambulance provider for those areas.

NOW, THEREFORE, for and in consideration of the covenants, terms and conditions herein, the Parties do hereby covenant and agree as follows:

1. **Location(s):** Primary sites will be the A & E Emergency Services building located at 499 Old Mill Road, Winchester, Tennessee and Estill Springs Police Department building located at 308 S Main St, Estill Springs, Tennessee, with a sense that with seasonal peak hours other locations can be negotiated.
2. **Terms of Contract:** This agreement shall become effective when approved by the County Commission and shall continue as fully binding upon the parties' one to the other for a period of five (5) years.

EXHIBIT “A”

3. **Renewal:** This contract shall have the option of automatic renewal at the end of the term limit, except where either party shall notify the other in writing no later than 120 days prior to the date of expiration. Should the County choose to re-bid the contract at the end of the term it may do so for no other purpose than to secure the best interest of the County and does not necessarily indicate unsatisfactory services from the Provider.

4. **Assignment:** The Provider may not sub-lease, sell, convey, assign, or otherwise transfer its interest in the contract without the official approval of the Commission.

5. **Sub-Contracting:** If the Provider intends to use subcontractors to fulfill any portion of the services requested, submitters must detail the identity of the subcontractors and the services they would perform. The County maintains the right to reject an award based on poor performance history of subcontractors.

6. **Vehicle Requirements:** All front line ambulances must be under 7 years of age and have less than 200,000 miles; backup ambulances should have no more than 250,000 miles.

7. **Duties of the Provider:** It shall be the duties of the Ambulance Service(s) under this agreement to do and perform the following:

a. Provide twenty-four (24) hours per day, seven (7) days per week, fifty-two (52) weeks per year, emergency and non-emergency ambulance service to any person with medical necessity requesting such service within the limits of law and within the boundaries of the County.

b. Perform such emergency ambulance service in an efficient, properly expedient, lawful and professional manner so as to accomplish the purposes for which this Agreement is entered into and to provide the emergency ambulance service necessary to contribute to the health and welfare of the people of the County.

c. Provide and maintain an adequate and sufficient force of personnel to provide the services herein contemplated in order to make immediate response to requests for emergency ambulance services by anyone soliciting the same from within and from a location within the boundaries of the County:

1. A minimum of four (4) 24-hour Advanced Life Support (ALS) Units as defined by the Tennessee Department of Health, Division of Emergency Services shall be available at all times including when the primary unit is on a call or performing patient services. Sufficient Basic Life Support (BLS) Units shall be in place to fulfill call volume or loads as needed.

2. In order to control resources and cost, the Ambulance Service(s) shall have the capability to dispatch the appropriate BLS or ALS unit type as required by transport request or incident type.

3. Each ambulance unit shall have the proper equipment, according to state guidelines, to support such ALS and/or BLS operations.

4. A minimum of two (2) reserve units shall be immediately available to be utilized where a front-line unit is mechanically or otherwise unable to be utilized.

5. Other additional units and staffing shall be at the discretion of the Provider.

6. Such billing, clerical, dispatch and support staff to support such EMS services.

7. Provider must be in good standing with the state licensing agency.

d. The Provider will provide patient transport services to convalescent and indigent citizens, to and from the Franklin County Jail, as well as transport services for the County Medical Examiner when requested. The Ambulance Service(s) will not discriminate in any way regarding race, color, religion, or creed when providing any services related to this contract. The Ambulance Service(s) cannot refuse transport to any patient at any time for any reason to nearest appropriate medical facility. Offer a discounted rate to the County for the transport of inmates from jail to hospital.

e. Establish, maintain, equip, and properly supervise a base of operations in a stable and fixed location within the boundaries of the County. No non-county-owned site for an ambulance station may be used as such without the express consent of the County.

f. Have trained personnel who are familiar with the geography of the County so that such personnel will have knowledge of roads, residences, and other landmarks of the County in order to promote efficient response to requests for emergency ambulance services.

g. Keep all ambulances and associated equipment neat, clean, fully supplied to the degree required by the State of Tennessee Department of Health, Division of Emergency Services and at all times be in a state of maintenance and repair, and shall include:

1. Maintain an electronic verification of daily

maintenance and inspection of areas including but not limited to a daily pre-trip inspection check and record of all ambulances operating within the County.

2. Provide an electronic fleet maintenance record verifying all required preventative maintenance, including date and costs of all repairs and a log record pertaining to the ambulances. This electronic record shall be accessible to County officials upon request.

3. Have vehicles repaired or parts replaced within a reasonable time after such inspection as may be noted on the inspection report as needing repair or replacement.

4. If, at any time, a maintenance pre-trip inspection shows a vehicle to be substandard in any way, it shall be the immediate responsibility of the Provider to correct such and report and record such, in the maintenance log. Any mechanical, electrical, or body repairs of any sort, or to any degree, shall be the total responsibility of the Ambulance Service(s) to correct and shall bear the total costs for such repairs.

5. Make available, upon request, by the County Mayor or County Commission, quarterly reports to the Commission or its designee any such maintenance, trip logs, or other such records mentioned in this section.

h. Provide an Advanced Vehicle Locator (AVL) System with Global Positioning System (GPS) tracking capabilities, loaded with the most current County GIS data in each vehicle, for purposes of providing In Vehicle Mapping for emergency medical services personnel at all times.

i. The County encourages that each vehicle supplied for operation within Franklin County be equipped with an in vehicle video recording device such as Drive Cam; Digital Ally; or similar system to insure the safe operation of emergency vehicles.

j. Provide adequate, safe, skilled and efficient emergency medical care at the scene of any accident or illness or infirmity upon discovery, thereof, or upon request, thereof, and provide such care during transportation from the location of the person or persons such care to a hospital or other health care provider location to which such person or persons shall be transported and perform such care and transportation to render life sustaining medical care.

k. Provide insurance coverage for Unemployment Compensation and Worker's Compensation as required by law on all employees of the Ambulance Service(s), as well as abide by all applicable laws concerning the affordable health care act as it pertains to employee health insurance.

l. At all times insist upon, enforce and maintain among all employees of the Ambulance Service(s) a standard of professional conduct so as to comply with all regulations, certifications requirements and ethical standards as established by the Tennessee Department of Health, Division of Emergency Medical Services, or any of its regulatory agencies involved therewith.

m. Supply the County Board of Commissioners with a yearly Community Report detailing all aspects of the Provider's services within the County.

n. Be responsive to suggestions from the County Mayor and Board of Commissioners as well as certified staff of emergency rooms and/or associated hospitals, so long as such requests do not violate this contract or any rule or regulation of the Tennessee Department of Health, Division of Emergency Medical Services.

o. The Provider shall conduct itself and see that its employees conduct themselves in a professional manner and comply with all regulations, certifications, and provisions of the Tennessee Department of Health; Division of Emergency Medical Services at all times, and shall maintain all such required permits and licenses for ambulance service operation. If an employee shows inadequate, unprofessional, unethical or otherwise inappropriate behavior, it shall be the responsibility of the Provider to take appropriate actions and upon failure to do so within thirty (30) days of notification, the County Commission may declare this contract to be breached.

p. Be totally responsible for their own bookkeeping, billing and collection of monies owed to it due to ambulance calls (emergency and convalescent), to be done in an appropriate and honest, straight-forward and professional manner.

q. See that adequate response time for emergency calls is made as described. The County shall analyze data from each questionable case in order to determine the presence of any mitigating factors either in support or denial of proper procedure on the part of the Provider and the decision of the County Commission shall prevail. The Provider must meet an average fifteen (15) minute response time standard.

r. The Provider shall hold the County harmless and indemnify the County for any and all liability incurred by reason of negligent or intentional omissions of the Provider or its employees. The Provider shall maintain the following minimum insurance coverage throughout the terms of the contract.

1. General Liability: \$1,000,000 for each Occurrence & \$2,000,000 Aggregate.

- 2. Business Auto: \$1,000,000 Combined Single Limit
(Any Auto)
- 3. Professional Liability \$1,000,000 per occurrence with
\$2,000,000 Aggregate
- 4. Umbrella of \$5,000,000 (with underlying coverage for
the GL, Auto, WC, Professional)
- 5. Workers Compensation of \$1m/\$1m/\$1m

A Certificate of such insurance coverage shall be provided to the County Mayor's Office prior to contract approval.

s. The Provider agrees to comply in all respects to the Fair Labor Standards Act and all other regulations promulgated by the U.S. Department of Labor or other regulatory agency.

t. In the event of a disaster or mass casualty event within the County or a neighboring jurisdiction is declared, normal operations shall be suspended by the Provider and the Provider shall respond in accordance with the County's Emergency Management Plan. The Ambulance Service(s) shall use best efforts to maintain primary EMS Services within the County as required. During the response phase of a declared disaster or mass casualty event, the County will not impose response times, response time standards. Ambulance Service(s) is required to participate in all County Emergency Planning & Exercises. Also, provide for our review, a mass casualty plan. Ambulance services will be NIMS compliant.

8. **Termination of Contract:** If, during the term of this contract, the Ambulance Service(s) fails to provide the contracted services for any reason including, but not limited to: mere refusal to perform, substandard employee performance, consistent poor response times, loss of certifications, and if, in the opinion of a majority of the Franklin County Commission, the poor performance of such services creates a danger to the well-being of the residents of Franklin County, the Franklin County Commissions or its designee will give thirty (30) days for the Ambulance Service(s) to improve performance to the satisfaction of a majority of the Franklin County Commission . If sufficient improvement of poor performance is not corrected, the Franklin County Commission may terminate this contract with a thirty (30) day written notice to the Ambulance Service, and shall have the power to immediately pursue a contract for replacement services.

9. **Complaint Procedure:** A complaint against the Ambulance Service(s) will only be considered by the Franklin County Emergency Services Board, if such is placed in writing and signed by the complainant. It shall only be considered if the person making the complaint is directly involved in the

complaint case or was an eye-witness, beyond any doubt, to such a complaint situation. A copy of the complaint shall be filed with the County Mayor's Office within fifteen (15) days of the occurrence. If a continued pattern of complaints exist, and the Franklin County Emergency Services Board finds the Provider at fault, it may choose to forward a recommendation to the County Commission to terminate the Provider for breach of contract, or issue fines or sanctions not to exceed \$5,000 per sanction. All sanctions, whether written or monetary, shall be taken under consideration at time of renewal.

10. **EMS Personnel:**

a. Each paramedic (EMT-P) will obtain and maintain certification and licensing as follows: (1) a valid Tennessee Driver's License with F endorsement, or equivalent, (2) a valid Tennessee Paramedic License, (3) American Heart or Red Cross CPR training for all levels of care, (4) Advanced Cardiac Life Support, Pre-hospital Pediatric Advanced Life Support, and Trauma Certification Course.

b. Each Emergency Medical Technician (AEMT) will obtain and maintain certification and licensing as follows: (1) a valid Tennessee Driver's License with F endorsement, (2) a valid Tennessee AEMT license, (3) American Heart or Red Cross CPR training for all levels of care.

11. **Retention of EMS Personnel:** The County Commission requires that the Provider agree to pay competitive wages with regard to surrounding counties, and that the Provider agrees to hire those EMS employees formerly employed by the former Provider who wish to continue in that work insofar as it is possible to do so, and are deemed sufficient, for a general probationary period of 180 days. The purpose of this section is to retain personnel with geographical knowledge of the County, to ease the transition of employees through a change in service, to prevent loss of employment within the County, and to enhance overall employee morale.

12. **Billing Rates:** The Provider shall set all billable rates within reasonable limits which shall be comparable to the counties bordering on the County. The Provider shall maintain a current billing schedule on file and available to any request from the County. Any rate increase shall be submitted to the County thirty (30) days before effective date of price increase. Rates shall be set at governmental approved rates and/or at a level which will fund the providing of ambulance services. Any increase must be based upon a detailed financial report indicating the need for the increase.

13. **Response Time:** Response time shall be measured from the time 911 Communications Center notifies the ambulance service until the time the ambulance service arrives at the indicated address. Only calls that were dispatched with ambulance services rendered shall be used to calculate response times. Ninety percent (90%) of all emergency responses shall be

performed in fifteen (15) minutes or less. Exemptions may be made to response time standards, when approved exceptions exist, as approved by the Franklin County Emergency Services Board.

14. **Dispatching:** All emergency calls shall be dispatched through Franklin County E911. Administrative and non-emergency calls shall be dispatched through the providers own network or system as not to unnecessarily burden the E911 system.

15. **Breach of Contract/Sanctions:** After a full investigation, the County Commission shall have the right to impose sanctions on the provider not to exceed \$5,000 per incident, or declare a breach of contract after a thirty (30) day period of correction has been provided. A breach of contract shall exist if, but not limited to the following:

a. Falsification of records or other information supplied to the County

b. Failure to maintain a Class "A" Service rating or failure to maintain State or County requirements regarding ambulance service operations

c. Finding that suspected indigents (defined as persons who by reason of appearance, speech, address, or other factors indicates that he or she cannot pay for ambulance service) are referred to other ambulance providers

d. Failure to keep appropriate records

e. Consistently poor response times

f. Any other violation of the terms and conditions of the Agreement

The County may not and will not arbitrarily declare a breach of contract or sanctions, without sound evidence and will allow the Ambulance Service the opportunity to prove otherwise. All sanctions, whether written or monetary, shall be taken under consideration at time of renewal.

16. **Training:** When the Provider conducts their in-service medical training, they will provide the opportunity for the emergency personnel of this county to attend, within reason.

17. **Accessibility:** The Provider's Medical Director will be accessible to the Franklin County Emergency Services Board.

18. **Notice Requirements:** Any notice or other communication required or permitted to be delivered hereunder shall be deemed delivered if

hand-delivered or mailed to the party in interest as follows:

If to the County: Franklin County Mayor
855 Dinah Shore Blvd., Suite 3
Winchester, TN 37398

If to the Provider: Benjamin J. Smith
Owner/EMS Chief
A & E Emergency Services, LLC of
Franklin County
499 Old Mill Road
Winchester, TN 37398

19. **Enforcement:** This Agreement shall be enforced and construed in accordance with the laws of the state of Tennessee, irrespective of any conflicts of law provisions thereof. In addition, in the event of any dispute concerning the terms and conditions of this Agreement, or the performance thereof, the parties agree that the sole jurisdiction and venue for the initiation of any claim arising out of such dispute shall lie in the Circuit and/or Chancery Courts of Franklin County, Tennessee and/or the United States District Court for the Eastern District of Tennessee.

20. **Liability:** Neither party hereto shall be liable for any failure or delay in the performance of its obligations under this Agreement due in whole or in part to any cause beyond its reasonable control, including without limitation fire, natural disaster, extreme weather conditions, accident, labor dispute or unrest, flood, riot, war, terrorism, rebellion, insurrection, sabotage, transportation delays, shortage of raw materials, energy or machinery, acts of God or the civil or military authorities of the state or nature, or the inability, due to the aforementioned causes, to obtain necessary labor or facilities.

21. **Severability:** If any portion or portions of this Agreement shall be for any reason invalid or unenforceable, the remaining portion(s) of this Agreement shall be valid and enforceable and carried into effect unless to do so would clearly violate the present legal and valid intention of the parties hereto.

THIS AGREEMENT entered into on the day and date first hereinabove written.

FRANKLIN COUNTY, TENNESSEE

**A & E EMERGENCY SERVICES, LLC
OF FRANKLIN COUNTY**

By: _____
David Alexander, Mayor

By: _____
Benjamin J. Smith, Owner/EMS Chief

STATE OF TENNESSEE)
COUNTY OF FRANKLIN)

Before me, the undersigned, a Notary Public in and for the above State and County, personally appeared, David Alexander, with whom I personally acquainted, and/or who, upon oath, acknowledged himself to be the Mayor of Franklin County, Tennessee, and that he, as such official, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing his name and attesting the same by himself as such official.

WITNESS my hand and official seal on this ____ day of June, 2019.

Notary Public

My commission expires _____.

STATE OF TENNESSEE)
COUNTY OF FRANKLIN)

Before me, the undersigned, a Notary Public in and for the above State and County, personally appeared, Benjamin J. Smith, with whom I personally acquainted, and who, upon oath, acknowledged himself to be the Owner/EMS Chief of A & E Emergency Services, LLC of Franklin County, a Tennessee limited liability company, the within bargainer, and that he, as such official, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the company and attesting the same by himself as such official.

WITNESS my hand and official seal before me on this ____ day of June, 2019.

Notary Public

My commission expires _____.

RESOLUTION 8f-08195C

Resolution authorizing Franklin County Mayor to Execute a Service Agreement with South Central Tennessee Development District for Deadstock Removal in Franklin County, Tennessee for the Fiscal Year 2019 - 2020

Whereas, the Franklin County Legislative Body has a duty to the citizens of Franklin County, insuring public health and welfare of all; and

Whereas, the Franklin County needs to make provision to remove and dispose of its large deadstock in an appropriate way assuring public health and welfare; and

Whereas, South Central Development District has devised a consortium of surrounding counties to help keep required cost as low as possible by sharing this contract, while meeting public welfare obligations, and

Whereas, the Franklin County Commission intends to renew the annual deadstock removal agreement with South Central Tennessee Development District and the County Mayor doesn't have authority to approve said agreements without prior approval from the Franklin County legislative body,

THEREFORE, BE IT RESOLVED:

1. That the County Mayor of Franklin County is authorized to execute the above mentioned agreement on behalf of Franklin County for the FY 2019-2020.
2. That executed agreement shall be on file at the Franklin County Finance Department.

Approved at the special called meeting held on the _____ day of _____, 2019.

David Alexander, Honorable County Mayor
& Commission Chair

ATTEST:

Phillip Custer, County Clerk

RESOLUTION SPONSORED BY: _____ Eldridge & Riddle _____

MOTION TO ADOPT: _____ SECOND: _____

VOTES: AYES: _____ NAYS: _____ ABSTAIN: _____

DECLARATION: _____

FRANKLIN COUNTY DEAD STOCK REMOVAL SERVICE AGREEMENT

This Dead Stock Removal Service Agreement (“Agreement”) is made and entered into by and between South Central Tennessee Development District (the “District”) and Franklin County, Tennessee (“County”), this 1st day of July, 2019.

- 1. For and in consideration of the sum of Sixty Four Thousand One Hundred Twenty Two and 04/100 Dollars (\$64,122.04), the County hereby agrees that the District appoints a Provider to provide exclusive removal and disposal services for all dead livestock within the County. This sum shall be paid as follows: either (1) a lump sum payment consisting of the balance of the contractual sum on the date of execution of this Agreement; or (2) half of the contractual sum due upon the execution of this Agreement with the remaining balance to be paid on or before April 1, 2020. For purposes of this instrument, “dead livestock” shall include all farm or domesticated animals weighing in excess of 75 pounds. Provider reserves the right to refuse service of any dead livestock only in the event that the disposal of said animal would violate Provider’s agreement with the landfill or other entity accepting the carcasses for disposal.**
- 2. This agreement shall be for an initial term of twelve (12) months commencing on July 1, 2019. This agreement is the final and complete agreement between the parties and supersedes any prior agreement, oral or written. The parties will enter into good faith negotiations to extend this Agreement within thirty (30) days of the end of the term of this Agreement unless the Agreement has been otherwise terminated. In good faith both parties agree that after satisfactory performance of this short term stop-gap agreement, Provider will be allowed to compete for longer term agreements.**
- 3. Provider will provide removal service within 48 hours of notification, five days a week, excluding holidays. There is no guarantee that after hours call-in for next day pick-up can be honored; however Provider will make every effort to accommodate late call-in requests and in any event will remove the carcass within the next forty-eight (48) hours. If the late call-in request cannot be accommodated, the caller will be advised during the call by Ms. Pope or Ms. Sherrill.**
- 4. All dead livestock shall be placed within 25 feet of gravel or paved surface to permit access without interference from any fence, building, structure or other obstacle, and accessible to a utility-type grapple vehicle. Provider will only be required to go to the specified pick up location. All locations must be generally accessible by a GPS system. Contact phone numbers must be provided at time of pick-up request.**
- 5. Dead livestock shall be ready for removal prior to Provider’s arrival. Dead animals must not be submerged in water or ice, or put into inaccessible ditches or low lying landfalls. Animals must not be severely deteriorated or have other animals feasting on the carcasses.**

- 6. Provider will dump carcasses at Allied Waste at Middle Point Landfill in Murfreesboro, or an alternate site to be designated by District, by 3:30 p.m. each business day. If another disposal site is chosen by District and is farther from Provider's current central office than the Middle Point Landfill, the parties will negotiate a disposal surcharge to be paid to Provider to compensate Provider for the increased mileage. Provider will obtain weight tickets for all loads dumped and will provide these tickets to District on a monthly basis. In the event that Allied Waste refuses to accept the carcasses, and an alternate site is not feasible or cannot be secured, this Agreement will terminate upon written notice to County by District or Provider. In the event of a termination for the reasons set forth in this Paragraph, County's recourse/remedy shall be limited to termination of this Agreement, and the parties agree that District shall have no liability for any claims or damages resulting from such termination. County will be responsible for the cost of any services delivered prior to such a termination, but will have no further responsibility to Provider or District.**
- 7. County residents shall remain responsible for all livestock while Provider performs its service.**
- 8. County and/or District may terminate this Agreement due to nonperformance by Provider upon ten (10) days advance written notice to Provider.**
- 9. The parties agree that Provider is an independent contractor, and shall not be deemed an employee of County or District. County agrees to hold the District harmless from any claims or damages caused by or related to any default and/or non-performance by Provider. Likewise, County agrees to hold the District harmless from any claims or damages caused by or related to the inability of Provider to secure a site to dispose of animal carcasses.**
- 10. Provider shall obtain general liability insurance in an amount not less than \$1,000,000.00 per occurrence, naming both County and District as additional insured. Provider indemnifies County and District, and holds each harmless for any claim or loss which occurs during or results from the performance of Provider's duties under this agreement. Provider shall obtain worker's compensation insurance to cover its employees. Proof of any insurance required under this Agreement shall be provided upon request by any party.**
- 11. In the event of an extraordinary event or series of events resulting in carcasses exceeding an aggregate weight of 10,000 pounds, the County will be responsible to reimburse District for all charges related to carcass disposal exceeding 10,000 pounds of aggregate weight per extraordinary event.**
- 12. Should laws and regulations be adopted during the term of this agreement that would materially affect Provider's ability to perform these services, Provider reserves the right to renegotiate this agreement or terminate it upon 30 days advance written notice.**

FRANKLIN COUNTY, TENNESSEE

By: _____

Print: _____

Title: _____

SOUTH CENTRAL TENNESSEE DEVELOPMENT DISTRICT

By _____
Jerry Mansfield, Executive Director