

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

Monday August 1, 2022

- 1) **CALL TO ORDER** Chairman David Alexander
Opening & Pledge of AllegianceSheriff Tim Fuller
InvocationCommissioner Johnny Hughes

ROLL CALL Chief Deputy Clerk Tina Sanders
Declaration of QuorumChairman David Alexander

- 2) **RESOLUTIONS: (1-43)**
a) Approve or disapprove the Certified Tax Rate
b) **Resolution 8a-0822** Fixing the Tax Levy in Franklin County, Tennessee for the Fiscal Year Beginning July 1, 2022
c) **Resolution 8b-0822** Making Appropriations for the Various Funds, Departments, Institutions, Offices and Agencies of Franklin County, Tennessee for the Year Beginning July 1, 2022 and Ending June 30, 2023
d) **Resolution 8c-0822** Annual Review of Debt Management Policies & Cash Flow Statements of Franklin County, Tennessee
e) **Resolution 8d-0822** Authorizing a Multiple Year Contract for Inmate Medical Services for the Franklin County Sheriff
f) Grant Amendment

- 3) **OTHER BUSINESS: (44-55)**
a) Maintenance Agreement with Airport Sponsor- (Approved on 07-25-22 by the Franklin County Airport Committee)
b) Summary of Airport Management Agreement Terms
c) Airport Management Agreement

Adjournment

Benediction: Commissioner Helen Stapleton

DA/js

Statement of Estimated Revenue from Current Property Taxes

2022 Assessments Based upon Estimated Assessed Value of:

\$	1,670,193,271	Common Rate
\$	1,149,874,598	Solid Waste
\$	878,403,442	Rural Fire
\$	3,698,471,311	Total Assessed Value

Fund	Proposed Tax Rate	Amount of Tax Levy	Reserve for Delinquency 2.50%	Net Estimated Collection of Taxes
101 County General	0.7502	12,529,790	313,245	12,216,545
115 Library	0.0248	414,208	10,355	403,853
116 Solid Waste/Sanitation *	0.1583	1,820,251	45,506	1,774,745
120 Local Purpose Tax **	0.0485	426,026	10,651	415,375
131 Highway/Public Works	0.0410	684,779	17,119	667,660
141 General Purpose School	0.6854	11,447,505	286,188	11,161,317
151 General Debt Service	0.1671	2,790,893	69,772	2,721,121
156 Education Debt Service	-	-	-	-
	\$1.8753/1.8268			
Total	1.6685	\$ 30,113,452	\$ 752,836	\$ 29,360,616

Total Outside Cities	\$ 1.8753	
Total Cities Except Sewanee, Winchester, Tullahoma	1.8268	(Common Rate excluding Rural Fire Rate)
Total Sewanee, Winchester, Tullahoma	1.6685	(Common Rate excluding Solid Waste & Rural Fire Rate)

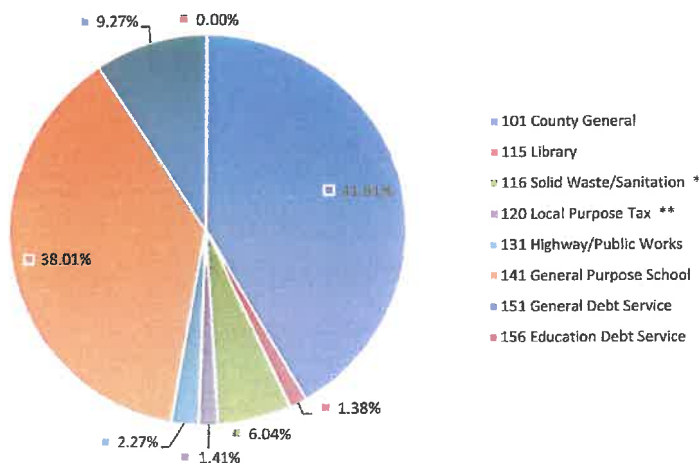
* Rate is \$0.00 per \$100 for Tullahoma, Winchester and Sewanee; \$0.1543 for remainder of county.

** Rate is based on assessed valuation of property outside of cities.

Value of Penny	2022	2021	Change in Value
Common Rate Value	\$ 162,844	\$ 105,156	\$ 57,688
*Solid Waste Value	\$ 112,113	\$ 70,609	\$ 41,504
**Rural Fire Value	\$ 85,644	\$ 54,529	\$ 31,115

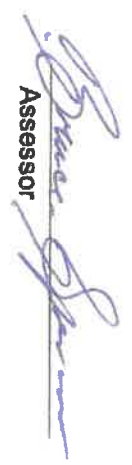
Tax Rate Compared PY	2022	2021	Increase
Common Rate	\$ 1.8753	\$ 2.8786	\$ (1.00)
Solid Waste Rate	\$ 1.8268	\$ 2.8045	\$ (0.98)
Rural Fire Rate	\$ 1.6685	\$ 2.5612	\$ (0.89)

Percentage of Property Tax By Fund



CALCULATION FOR CERTIFIED TAX RATE

<u>COUNTY</u>	<u>JURISDICTION</u>	<u>TAX YEAR</u>	
Inklin County (026)	Common Rate (2021 - \$2.5612)	2022 (05/18/2022)	
		<u>Current Year</u>	<u>Prior Year</u>
1. Appraisal Ratio		1.0000	0.7710
2. Total locally assessed Real Property		\$ 1,508,935,930	\$ 957,334,600
(Less new real)		\$ (11,694,728)	
3. Total assessed value of tangible Personal Property		\$ 1,13,692,821	\$ 78,182,420
(Less new personal)		\$ (12,680,278)	
4. Total locally assessed tax base with adjustments		\$ 1,598,253,745	\$ 1,035,517,020
5. Estimated public utility assessments		\$ 47,564,520	\$ 36,672,245
6. Total Tax Base Assessment		\$ 1,645,818,265	\$ 1,072,189,265
7. Prior year's adjusted tax levy			\$ 27,460,911
8. Certified Tax Rate		\$ <u>1.6685</u> *	


 Assessor

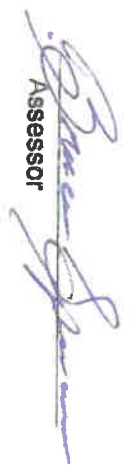
 Chief Executive

Please Note:
 *Rounding up is not permitted.

CALCULATION FOR CERTIFIED TAX RATE

COUNTY Inklip County (026) JURISDICTION Local Purpose (2021 - \$0.0741) TAX YEAR 2022 (05/18/2022)

	<u>Current Year</u>	<u>Prior Year</u>
1. Appraisal Ratio	1.0000	0.7710
2. Total locally assessed Real Property (Less new real)	\$ 830,825,665 \$ (4,981,968)	\$ 534,132,905
3. Total assessed value of tangible Personal Property (Less new personal)	\$ 12,100,113 \$ (3,959,913)	\$ 7,951,934
4. Total locally assessed tax base with adjustments	\$ 833,983,897	\$ 542,084,839
5. Estimated public utility assessments	\$ 35,477,664	\$ 27,353,279
6. Total Tax Base Assessment	\$ 869,461,561	\$ 569,438,118
7. Prior year's adjusted tax levy		\$ 421,954
8. Certified Tax Rate	<u>\$ 0.0485</u> *	


Assessor

Chief Executive

Please Note:
*Rounding up is not permitted.

CALCULATION FOR CERTIFIED TAX RATE

COUNTY Inklin County (026) JURISDICTION Sanitation (2021 - \$0.2433) TAX YEAR 2022 (05/18/2022)

	<u>Current Year</u>	<u>Prior Year</u>
1. Appraisal Ratio	1.0000	0.7710
2. Total locally assessed Real Property (Less new real)	\$ 1,039,840,350 \$ (6,000,205)	\$ 664,927,150
3. Total assessed value of tangible Personal Property (Less new personal)	\$ 65,103,025 \$ (5,616,341)	\$ 41,197,100
4. Total locally assessed tax base with adjustments	\$ 1,093,326,829	\$ 706,124,250
5. Estimated public utility assessments	\$ 44,931,223	\$ 34,641,973
6. Total Tax Base Assessment	\$ 1,138,258,052	\$ 740,766,223
7. Prior year's adjusted tax levy		\$ 1,802,284
8. Certified Tax Rate	<u>\$ 0.1583 *</u>	


Assessor

Chief Executive

Please Note:
*Rounding up is not permitted.

RESOLUTION # 8a-0822

**RESOLUTION FIXING THE TAX LEVY IN
FRANKLIN COUNTY, TENNESSEE
FOR THE FISCAL YEAR BEGINNING JULY 1, 2022**

SECTION 1. BE IT RESOLVED by the Board of County Commissioners of Franklin County, Tennessee, assembled in regular session on this ____ day of August, 2022, that the combined property tax rate for Franklin County, Tennessee for the fiscal year beginning July 1, 2022 shall be \$1.6685 inside the cities of Winchester and Tullahoma and the town of Sewanee, \$1.8268 within the remaining cities, and \$1.8753 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	\$ 0.7502	\$ 0.7502	\$ 0.7502
Library	0.0248	0.0248	0.0248
Solid Waste	0.1583	0.1583	-
Local Purpose	0.0485	-	-
Highway	0.0410	0.0410	0.0410
General Purpose School	0.6854	0.6854	0.6854
General Debt Service	0.1671	0.1671	0.1671
Education Debt Service	-	-	-
	\$ 1.8753	\$ 1.8268	\$ 1.6685

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 2022.

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 four (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 August, 2022.

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: _____

**Page Reserved for
Clerk's
Certification of
Resolution**

RESOLUTION # 8b-0822

**A RESOLUTION MAKING APPROPRIATIONS FOR THE VARIOUS FUNDS,
DEPARTMENTS, INSTITUTIONS, OFFICES AND AGENCIES OF
FRANKLIN COUNTY, TENNESSEE
FOR THE YEAR BEGINNING JULY 1, 2022 AND ENDING JUNE 30, 2023**

SECTION 1. BE IT RESOLVED by the Board of County Commissioners of Franklin County, Tennessee assembled in regular session on the ___th day of August, 2022, 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, 2022 and ending June 30, 2023 according to the following schedule:

General Fund	
County Commission	\$ 340,583
Beer Board	1,125
County Mayor	209,112
County Attorney	10,800
Election Commission	293,822
Register of Deeds	388,222
Planning	216,563
County Buildings	1,560,731
Other General Administration - IT	178,365
Property Assessor	690,448
County Trustee	360,801
County Clerk	642,087
Finance Department	785,267
Circuit Court	1,060,553
General Sessions Court	335,996
Drug Court Program	108,353
Chancery Court	254,756
Juvenile Court	144,387
Judicial Commissioners	267,223
Other Administration of Justice	539,450
Probation Services	167,789
Sheriff's Department	4,562,915
Administration of the Sex Offender	21,925
Jail	3,163,736
Community Reentry Program	390,531
Juvenile Services	42,500
Civil Defense	174,466
Rescue Squad	41,000
Consolidated Communications	891,735
County Coroner	57,500
Public Safety Grants	33,979
Other Public Safety	50,000
Local Health Center	35,745
Rabies & Animal Control	285,412

Other Local Health Services		199,796
Appropriation to State		30,646
General Welfare Assistance		17,775
Litter Control		116,677
Other Waste Collections		52,202
Other Public Health & Welfare		-
Senior Citizen's Assistance		37,500
Parks and Fair Boards		53,639
Agriculture Extension		139,500
Soil Conservation		102,284
Industrial Development		86,459
Other Economic & Community Development		151,330
Airport		31,000
Veterans Services		97,868
Other Charges		1,002,725
Covid Grants		-
Capital Outlay		403,000
Transfers Out		-
Total General Fund	\$	20,830,277
<u>Courthouse Jail Maintenance Fund</u>		
Other Charges	\$	1,450
Transfers Out		135,000
Total Courthouse Jail Maintenance Fund	\$	136,450
<u>Library Fund</u>		
Libraries	\$	411,363
Other Charges		43,995
Social, Cultural & Recreational Projects		-
Transfers Out		3,000
Total Library Fund	\$	458,358
<u>Solid Waste/Sanitation Fund</u>		
Sanitation Education/Information	\$	3,200
Convenience Centers		399,887
Transfer Stations		2,600,923
Post closure Care Cost		10,000
Other Charges		113,323
Transfers Out		3,803
Total Solid Waste/Sanitation Fund	\$	3,131,136
<u>Local Purpose(Rural Fire) Fund</u>		
Fire Prevention & Control	\$	714,000
Other Charges		17,500
Total Local Purpose (Rural Fire) Fund	\$	731,500
<u>Drug Control Fund</u>		
Drug Enforcement	\$	71,500
Other Charges		825
Total Drug Control Fund	\$	72,325

Highway/Public Works Fund

Administration	\$	388,168
Highway & Bridge Maintenance		1,165,839
Operation & Maintenance of Equipment		338,851
Quarry Operations		382,500
Other Charges		292,104
Capital Outlay		1,717,500
Principal on Debt		30,000
Interest on Debt		4,196
Transfers Out		3,803
Total Highway/Public Works Fund	\$	4,322,960

General Debt Service Fund

General Government Debt Service	\$	5,558,678
Total General Debt Service Fund	\$	5,558,678

Education Debt Service Fund

Education Debt Service	\$	-
Transfers Out		-
Total Education Debt Service Fund	\$	-

General Purpose School Fund**Instruction**

Regular Instruction	\$	22,308,482
Alternative School		222,653
Special Education		4,018,622
Vocational Education		1,652,377
Student Body Education		588,938
Adult Education		-

Support Services

Attendance		258,781
Health Services		640,423
Other Support Services		1,240,971
Regular Instruction		1,431,876
Special Education		721,844
Vocational Education		142,775
Technology Department		1,330,786
Adult Education		-
Other Programs		210,000
Board of Education		1,227,120
Director of Schools		384,826
Office of the Principal		2,693,045
Fiscal Services		11,561
Human Resources		275,031
Operation of the Plant		3,749,212
Maintenance of Plant		1,404,035
Transportation		2,987,393
Central and Other		133,396

Non-Instructional Services

Community Services		536,036
Early Childhood Education		1,153,769
Capital Outlay		500,000
Debt Service		350,000

Total General Purpose School Fund	\$	50,173,953
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Federal Projects Fund

Instruction

Regular Instruction Program	\$	6,210
Special Education Program		833,368
Vocational Education Program		45,000

Support Services

Health Services	\$	-
Other Student Support		34,999
Regular Instruction Program		378,963
Special Education Program		337,648
Vocational Education Program		-
Operation of Plant		-
Transportation		255,916

Transfers Out	\$	-
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Total Federal Projects Fund	\$	1,892,104
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Central Cafeteria Fund

Non-Instructional Services

Food Service	\$	3,916,129
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Total Central Cafeteria Fund	\$	3,916,129
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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. The fiscal year budget 2020-21 included a \$100,000 permanent transfer of funds from the School General Fund to the Federal Projects Fund for operational purposes, and the fiscal year 2021-22 included a \$1,000,000 permanent transfer from the school general fund to the school federal projects fund for the same purpose.

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, except for amendments to the budget for funds under supervision of the director of schools and highway superintendent, shall be approved as follows: Prior to the county mayor's approval, the official or department head of the office or department whose budget is to be amended shall make a written amendment request on the amendment request form specified by the county mayor to include the information outlined in subdivision (b) (1) – (3) of T.C.A. §5-9-407. If the county mayor fails to approve such an amendment request, the amendment request may be approved by the finance committee, or by a majority vote of the county legislative body. Amendments shall be reported to the county legislative body at the next regular scheduled commission meeting. The director of schools must receive approval of the Board of Education for transfers between major categories and the highway superintendent must receive approval of the highway commission for transfers between major categories as required by law.

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, 2023. 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 2022-23 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, 2023.

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 2020 and prior years and the interest and penalty thereon collected during the year ending June 30, 2023 shall be apportioned to the various County funds according to the subdivision of the tax levy for the year 2021. 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 & June 15, 2020, 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, 2023.

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, 2022. This resolution shall be spread upon the minutes of the Board of County Commissioners.

Passed this ____ day of August, 2022.

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: Finney & Riddle

Motion to Adopt: _____ Second: _____

Votes: Ayes _____ Nays: _____ Declaration: _____

**Page Reserved for
Clerk's
Certification of
Resolution**

RESOLUTION 8C-0822

**ANNUAL REVIEW OF DEBT MANAGEMENT POLICIES & CASH FLOW STATEMENTS
OF FRANKLIN COUNTY, TENNESSEE**

WHEREAS, the Franklin County Legislative Body participates in the Governor's Three Star Program for the benefit of Franklin County and its citizens, and

WHEREAS, participation requires the Franklin County Legislative Body to review the county's Debt Management Policy on an annual basis, and

WHEREAS, participation additionally requires that the Franklin County Legislative Body review an annual cash flow statement for all financial funds, and

NOW, THEREFORE, BE IT RESOLVED that the attached Franklin County Debt Management Policy & Certification has been reviewed in accordance with the state requirements on this the 15th of March, 2021.

BE IT FURTHER RESOLVED that reference to these policies shall be followed in the process of all debt issuance or refunding in Franklin County, Tennessee.

BE IT FURTHER RESOLVED that reference to these policies shall be reflected in the annual County Appropriations Resolution.

BE IT FURTHER RESOLVED that it shall be the intent of the Franklin County Commission to follow and adhere to these policies during budget preparation, adoption, and amending.

BE IT FURTHER RESOLVED that if, during budget preparation, adoption and amending, the Policies are not followed then the approving resolution shall so state and note the exception and justification for the exception.

Approved, this the 1st day of August 2022.

David Alexander, Honorable County Mayor &
Chairman to the County Commission

ATTEST

Phillip Custer, Franklin County Clerk

Resolution Sponsored By: Eldridge & Finney

Motion to Adopt: _____ Second By: _____

Vote: Ayes: _____ Nays: _____ Abstain: _____ Pass: _____

Debt Management Policy

Franklin County, Tennessee

Formally Adopted July 20, 2011

Revised December 5, 2011, December 3, 2012, April 15, 2013, [January 21, 2020 \(pg. 3\)](#)

Goal/Mission: To provide management with appropriate guidelines and direction to assist in making sound debt management decisions. To further demonstrate strong financial management practices for our county citizens, outside investors, and credit agencies.

Objectives:

1. Enhance decision process transparency and identify all expenditures of principal, interest, and annual costs along with issue specific transaction costs
2. Address hiring outside professionals
3. Address any potential conflict of interest issues
4. Additional requirements for new debt

1. Enhance transparency of decisions by way of Annual Debt Report, Annual Budgets, and Specific New Issue Report

Responsibilities for analysis and reporting shall be with the Finance Director & County Mayor.

To insure transparency of decisions, an annual debt payment reports and annual debt service budgets, as well as specific issuance debt reports (i.e. those required by state law) shall be prepared and available for public review and comment. County officials will comply with State of Tennessee Open Record laws and respond to record requests from any citizen of Tennessee promptly.

Annual Debt Report

An annual debt payment report shall be submitted to the county legislative body each year. The report will be presented with the annual debt budget.

The annual report shall consist of but not be limited to:

- Budget summary and detailed budget as required by the Comptroller's office.
- Net Debt Calculation (Total Principal outstanding less most recent year respective debt fund balance).
- Calculation of Net Debt per capita from last official census (net debt/population).
- Documentation of the most recent debt rating.
- Reports will reflect estimated fund balance

Annual Debt Budgets

Annual Debt Budgets shall be adopted by the county legislative body and comply with legal notice and filings requirements per the Franklin County, Tennessee and State Open Records Law.

New Debt Issuance

Unless specifically disallowed by this policy, the County authorizes the use of all types of debt permitted by applicable Tennessee state statutes so long as such debt is issued in full compliance with applicable Tennessee state statutes and regulations implemented by the State Funding Board and so long as such debt is specifically authorized by resolution duly adopted by the County Commission. Types of debt authorized include, but are not necessarily limited to:

- a. General obligation bonds, notes and loan agreements
- b. Revenue bonds, notes and loan agreements
- c. Revenue and tax bonds, notes and loan agreements
- d. Interfund loans
- e. Leases

The County authorizes the issuance of debt by both competitive sale and by negotiated sale as permitted by and in full compliance with applicable Tennessee state statutes.

The County authorizes the use of debt to finance capital projects, to refinance existing debt, or address temporary cash flow deficiencies (tax anticipation notes, revenue anticipation notes and interfund loans) all as permitted by and in full compliance with applicable Tennessee state statutes.

Any new material debt issuance shall comply with State Form CT-0253 as well as any other state required forms that detail all associated costs for the issuance of the debt. Also, any new material debt issuance shall comply with Federal Form 8038 as well as any other federally required forms that detail all associated costs for the issuance of the debt. These records will be available for public and county commission inspection as prescribed by applicable Tennessee state statutes and regulations implemented by the State Funding Board.

Franklin County does not consider operating leases as material debt issuances as they are paid from allocated annual budgets and are generally small leases for copiers, postage machines, etc., that span over the maximum of five (5) years. All operating leases are approved by the legislative body prior to contractual obligation. Capital Leases shall be reported to EMMA as compliant with SEC 15c2-12, within the required timeline.

2. Hiring of Professionals for Debt Issuance

- From time to time the county may hire legal counsel, a financial advisor or underwriter to assist in issuance of debt.
- Financial Advisor: The County shall enter into a written agreement with each person or firm serving as financial advisor for debt management and transactions. Whether in a negotiated or competitive sale, the financial advisor shall **not** be permitted to bid on, privately place or underwrite an issue for which they are providing advisory services for the issuance. The county will utilize the most current definition of “financial advisor”, as determined by the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board, when determining what exactly defines a financial advisor.

- Underwriter: If there is an underwriter, the county shall consider the engagement of an underwriter for a negotiated sale, the County will take the following criteria into account:
 - a. Reputation
 - b. Experience
 - c. Professional qualifications and licenses
 - d. Capital adequacy and financial wherewithal indicating an ability to fulfill financial commitments to the County
 - e. Financing plans, ideas and analysis
 - f. Cost including underwriter's compensation and all other cost associated with a financing transaction

As well the underwriter shall clearly identify itself in writing (e.g. in a response to a request for proposal or in promotional materials provided to the issuer) as an underwriter and not as a financial advisor from the earliest stages of its relationship with the county with respect to that issue. The underwriter must clarify its primary role as a purchaser of securities in an arm's-length commercial transaction and that it has financial and other interests that differ from those of the county's. The underwriter in a publically offered, negotiated sale shall be required to provide pricing information both as to interest rates and to takedown per maturity to the governing body in advance of the pricing of the debt.

- All professionals involved with the cost of issuance of debt shall disclose the estimated cost of their respective services including "soft" costs or compensations in lieu of direct payments to the county commission prior to the issuance of the debt.

3. Conflict of Interest Issues

- It is required that all professionals related to the debt issue will enter into a written engagement letter related to their proposed services, cost, and any potential conflict of interest. These letters will be signed by the county mayor and are open records.
- Professionals involved in a debt transaction hired or compensated by the county shall be required to disclose to the county existing client and business relationships between and among the professionals to a transaction (including but not limited to financial advisor, swap advisor, bond counsel, swap counsel, trustee, paying agent, underwriter, counterparty, and

remarketing agent), as well as conduit issuers, sponsoring organizations and program administrators. This disclosure shall include that information reasonably sufficient to allow the county to appreciate the significance of the relationships. No engagement letter is required for any lawyer who is an employee of the county or lawyer or law firm which is under a general appointment or contract to serve as counsel to the county. The county does not need an engagement letter with counsel not representing the county, such as underwriters' counsel.

- Professionals who become involved in the debt transaction as a result of a bid submitted in a widely and publicly advertised competitive sale conducted using an industry standard, electronic bidding platform are not subject to this disclosure. No disclosure is required that would violate any rule or regulation of professional conduct.

5. Additional Requirements for New Debt

- All leases will be reviewed by the county attorney prior to execution of the lease, in order to determine if the instrument is a capital or operating lease. No county official that is not authorized by State statute should execute a capital lease on behalf of the county. Since capital leases are typically the least used and most expensive means of financing, the county commission should fully understand the cost of the asset and borrow cost imputed, as well as, whether they intend to use the asset through the end of its useful life.
- In accordance with State statute, no repayment schedule of debt will extend past the useful life of the asset that the funds are being issued for. The most current, adopted county's capital asset policy will be referenced for asset useful lives.
- If borrowing using capital outlay notes, the county should solicit a minimum of three rate and issuance cost quotes and select the lowest and best offer. The county will include local banks in their solicitation when available.

- Repayment schedules should use the straight-line method of repayment (debt retirement similar to a conventional home loan).
- When considering bonded debt, the county will compare the proposed repayment schedule with the straight-line method noted and will determine whether the new debt has an advanced repayment schedule, straight-line or back loaded schedule.
- The county commission may utilize variable rate debt in the county's overall debt management plan, if at the present time variable rate debt is presented it is the most advantageous for Franklin County, Tennessee. The county will maintain a reasonable fund balance in the debt service funds to safeguard against interest rate and liquidity risks.
- In the case of refinancing, an analysis report shall be provided which fully explains the reasons for the refinancing and the net savings and costs of the refinancing which will include not only interest charges but also the fees associated with the transaction.
- As approved in the annual Continuing Budget Resolution and the annual Appropriation Resolution, Tax Anticipation Notes (TAN) shall be allowed for, following all prescribed guidelines and regulations of the Tennessee Code Annotated 9-21-801. It shall be the policy of Franklin County to utilize existing county funds for a TAN if possible in order to reduce interest cost.

RESOLUTION# 8d-0822

**A RESOLUTION AUTHORIZING
A MULTIPLE YEAR CONTRACT FOR INMATE MEDICAL SERVICES
FOR THE FRANKLIN COUNTY SHERIFF**

WHEREAS, the Franklin County Sheriff has the duty of providing healthcare services to the inmates of the Franklin County Jail, and

WHEREAS, the Sheriff's current inmate medical services contract needs to be re-considered to meet the current needs and responsibility of the sheriff, and

WHEREAS, the funding for this service contract is will be funded from the sheriff's jail budget and requires no budget amendment, and

WHEREAS, the following company and the Sheriff are in agreement of the terms provided in the contract and the Sheriff legally can't enter into a multi-year contract without County Commission approval per TCA 7-51-904, and

NOW, THEREFORE, Be It Resolved by the Franklin County Board of Commissioners that the Franklin County Finance Director be authorized per TCA 5-21-118, to enter into a contract agreement on behalf of the Franklin County Sheriff and Franklin County, Tennessee with Southern Health Partners Inc, and the contract is not to extend over a period of more than sixty (60) months.

Be It Further Resolved that this resolution be effective immediately upon the passage for the public welfare demanding it on this the 1st day of August 2022.

David Alexander, Honorable County Mayor &
Chairman to the Commission

Attest:

Phillip Custer, County Clerk

RESOLUTION SPONSORED BY: Eldridge & Finney

MOTION TO ADOPT: _____ SECOND BY: _____

VOTES: AYES _____ NAYS _____ PASS _____ ABSTAIN _____

DECLARATION: _____

AMENDMENT #1
TO
HEALTH SERVICES AGREEMENT

This AMENDMENT #1, to Health Services Agreement dated July 20, 2021, between Franklin County, Tennessee (hereinafter referred to as "County", and Southern Health Partners, Inc., a Delaware Corporation, (hereinafter referred to as "SHP"), is entered into as of the _____ day of _____, 2022.

WITNESSETH:

WHEREAS, County and SHP desire to amend the Health Services Agreement dated July 20, 2021, between County and SHP.

NOW THEREFORE, in consideration of the covenants and promises hereinafter made, the parties hereto agree as follows:

Section 1.1 is hereby replaced in its entirety by the following:

1.1 General Engagement. County acknowledges its non-delegable duty under applicable federal and state law to obtain and provide for reasonably necessary medical care for inmates or detainees of the Jail, and further that this Agreement does not result in the assumption of a non-delegable duty by SHP. County specifically retains the duty and obligation to obtain and provide for the reasonably necessary medical care for inmates or detainees of the Jail.

County hereby contracts with SHP to provide for the delivery of medical, basic dental and basic mental health services to inmates of Jail to the extent set forth herein. This care is to be delivered to individuals under the custody and control of County at the Jail, and SHP enters into this Agreement according to the terms and provisions hereof. Basic dental services shall mean the starting point of dental services whereby SHP medical staff will triage patients based on signs/symptoms, provide pain relief medication if needed, and treat any infection prior to scheduling dental services with an outside provider. Basic mental health services shall mean the starting point of mental health services whereby SHP medical staff will continue, to the extent practicable, any prior mental health treatment plan a now-incarcerated patient had in place, or, upon identification of a mental health service need, may have an on-site provider(s) prescribe a low-level mental health medication until patient can be scheduled and seen by an outside mental health professional, if needed. County acknowledges this Agreement also includes the provision of additional mental health services by SHP as set forth in Section No. 2.1 herein.

Section 1.5 is hereby replaced in its entirety by the following:

1.5 Limitations On Costs - Cost Pool. SHP shall, at its own cost, arrange for medical services for any inmate who, in the opinion of the Medical Director (hereinafter meaning a licensed SHP physician), requires such care. Effective August 1, 2022, SHP's maximum liability for costs associated with emergency kits and restocking of emergency kit supplies, necessary license and permit fees, prescription medications, biological products used to prevent, diagnose or treat diseases and medical conditions (including, but not limited to the costs of PPD solution for inmate Tuberculosis testing), renal dialysis and other major chronic care, clinical lab

procedures (inside and outside the Jail), x-ray procedures (inside and outside the Jail), dental services (outside the Jail) and all medical and mental health services for inmates rendered outside of the Jail shall be limited by a pool established in the amount of \$55,000.00 in the aggregate for all inmates in each year (defined as a twelve-month contract period) of this Agreement. If the costs of all care as described in this Section No. 1.5 exceed the amount of \$55,000.00 in any year, SHP shall either pay for the additional services and submit invoices supporting the payments to the County along with an SHP invoice for one hundred percent (100%) of the costs in excess of \$55,000.00, or in the alternative, shall refer all additional qualifying invoices to County for payment directly to the provider of care. The date of service for any cost pool items shall be used to determine the calendar month in which the expenses are applied within the cost pool, unless otherwise advised by the County during reconciliation and/or cost pool billing purposes. For all invoices payable to SHP as reimbursement for pool excess costs, such amounts shall be payable by County within thirty days of the SHP invoice date. SHP shall allow a grace period of up to sixty days from the date of invoice, and shall thereafter apply a late fee of two percent (2%) on the balance each month until SHP has been reimbursed in full. For purposes of this Section No. 1.5, the pool amount shall be prorated for any contract period of less or more than twelve months.

Effective August 1, 2022, if the costs of all care as described in this Section 1.5 are less than \$55,000.00 in any year (defined as a twelve-month contract period), SHP will repay to County one hundred percent (100%) of the balance of unused cost pool funds up to the \$55,000.00 annual limit. County acknowledges that at the end of each contract period, the cost pool billing will remain open for approximately sixty days in order to allow reasonable time for processing of additional claims received after the new contract period begins and prior to issuing any such refund to County for unused cost pool funds. Specifically, the cost pool cut-off date will be September 29 based on a contract period schedule ending on July 31 of each year. SHP will continue to process cost pool payments applicable to the prior contract period through September 29 and apply those amounts toward the prior year's cost pool limit. Any additional cost pool charges received subsequent to the September 29 cut-off date which are applicable to the prior contract period will either be rolled over into the pool for the current contract period or be referred to County for payment directly to the provider of care.

The intent of this Section No. 1.5 is to define SHP's maximum financial liability and limitation of costs for emergency kits and restocking of emergency kit supplies, necessary license and permit fees, prescription medications, biological products used to prevent, diagnose or treat diseases and medical conditions (including, but not limited to the costs of PPD solution for inmate Tuberculosis testing), renal dialysis and other major chronic care, clinical lab procedures (inside and outside the Jail), x-ray procedures (inside and outside the Jail), dental services (outside the Jail), hospitalizations and all other medical and mental health services rendered outside the Jail.

Section 2.1 is hereby replaced in its entirety by the following:

2.1 Staffing. County acknowledges that SHP shall provide an on-site staffing plan with a total of one hundred and ten (110) hours per week consisting of a regular nursing schedule of twelve (12) hours per day, seven (7) days per week, a medical clerk at twenty (20) hours per week (covering weekdays) plus effective September 1, 2022 a Qualified Mental Health Professional (either a psychiatric RN, Social Worker, or Licensed Professional Counselor) at six (6) hours per week either on-site or via tele-psychiatry. Staffing hours worked

in excess of this contracted staffing plan, not to include SHP training hours, may be billed back to the County on a monthly basis, at the actual wage and benefit rate, for staffing services performed on-site at the facility.

- a. Holidays. County acknowledges that SHP shall provide limited coverage of medical staff on SHP-designated holidays.
- b. Other Absences. For all other absences, including but not limited to, paid time off, vacation, and sick time, SHP shall endeavor to provide replacement coverage, and if it is unable to do so, SHP and County shall negotiate a mutually agreeable remedy.
- c. Medication Passes. SHP staff shall prepare and pass all inmate medications when on-site. Jail staff shall be responsible for passing all inmate medications in the absence of an SHP nurse on-site.
- d. Meal breaks. It is understood and agreed that SHP employees are entitled to unpaid meal breaks when working shifts of eight (8) hours or more. SHP employees shall be allowed to leave the facility during this time, or if a break is taken on-site, are to have uninterrupted time unless called to an emergency response. Such meal breaks are to be usual and customary, and not overly excessive.

It is understood the Professional Provider may be filled by a Physician, or Mid-Level Practitioner. Either shall be duly licensed to practice medicine in the State of Tennessee, and shall be available to SHP's nursing staff for resource, consultation and direction twenty-four (24) hours per day, seven (7) days per week. Provider visits shall not be scheduled on holidays.

The scheduling of staff shifts may be flexible and adjusted by SHP in order to maintain stability of the program and consistency with staff. Any adjustments or changes to fixed schedules would be made after discussions with the Jail Administrator and other involved County officials. Professional Provider visit times and dates shall be coordinated with Jail Management, and may include the use of telehealth services. Some of the Professional Provider time may be used for phone consults with medical staff and for other administrative duties.

SHP shall make reasonable efforts to supply the staffing levels contained in this section, however, failure to continuously supply all of the required staffing due to labor market demands or other factors outside the control of SHP, after such reasonable efforts have been made, shall not constitute a breach of this Agreement.

Based on actual staffing needs as affected by medical emergencies, riots, increased or decreased inmate population, and other unforeseen circumstances, certain increases or decreases in staffing requirements may be waived as agreed to by County and SHP.

Should medical services fall behind due to situations outside of SHP control, such as those described in Section No. 4.4, below, and additional hours and/or SHP staff are required to

bring services current, the County shall be billed and agrees to pay for the additional time incurred by SHP to bring services current.

Section 2.7 is hereby replaced in its entirety by the following:

2.7 Training of Personnel. The duty to train the Jail staff is and always remains vested in the County. The County is solely responsible for the overall operation of the Jail, including medical care. The County maintains ultimate responsibility for training and supervising its correctional officers, according to the requirements of federal and/or state statute, regulation, and/or law, including but not limited to training and supervision related to intake screening, emergency procedures, ensuring sick calls are passed along to the medical team in a timely manner, and proper distribution of medications (when appropriate).

Upon request of the County, SHP may assist in training for Jail staff on certain topics as determined by the County. Further, SHP shall provide annual training courses in Cardiopulmonary Resuscitation (CPR) and First Aid, as requested by the County. The cost of certification shall be the responsibility of the County. Such training courses shall be scheduled by the County and SHP at a mutually agreed upon time and location. It is hereby acknowledged by the parties that any and all training provided by SHP for Jail staff would be supplemental to any training required by the State or any other governmental body for correctional officers. The County recognizes and acknowledges that the County shall be responsible for training of its own employees and agents.

SHP recognizes that certain training of SHP medical staff may need to be accomplished by the County for the purposes of inmate interaction, and as may be required by federal and/or state statute, regulation and/or law. SHP may require reimbursement of these training period hours if they are over and above the contracted on-site hours as agreed upon within this Agreement.

Section 4.1 is hereby replaced in its entirety by the following:

4.1 General. SHP and County understand that adequate security services are essential and necessary for the safety of the agents, employees and subcontractors of SHP as well as for the security of inmates and County's staff, consistent with the correctional setting.

The non-delegable duty to protect inmates is, and always will be, vested in the County. This Agreement does not result in the assumption of a non-delegable duty by SHP. This duty extends to the control of inmate movement.

County shall take all reasonable steps to provide sufficient security to enable SHP to safely and adequately provide the health care services described in this Agreement. It is expressly understood by County and SHP that the provision of security and safety for the SHP personnel is a continuing precondition of SHP's obligation to provide its services in a routine, timely, and proper fashion, to the extent that if, in SHP's sole discretion, the safety and security of SHP personnel are compromised, SHP may exercise its right to immediately terminate services, in accordance with the provisions of Section No. 6.2(b) of this Agreement.

Section 6.1 is hereby replaced in its entirety by the following:

6.1 Term. This Agreement shall commence on August 1, 2021. The term of this Agreement shall end on July 31, 2023, and this Agreement shall thereafter be automatically extended for additional periods of twelve months each, beginning on August 1 of each year, subject to County funding availability, unless either party provides written notice to the other of its intent to terminate, or non-renew, in accordance with the provisions of Section No. 6.2 of this Agreement.

Section 7.1 is hereby replaced in its entirety by the following:

7.1 Base Compensation. During the term of this Agreement, effective August 1, 2022, through July 31, 2023, County will compensate SHP according to the following schedule of rates:

TWELVE-MONTH PERIOD EFFECTIVE AUGUST 1, 2022 THROUGH JULY 31, 2023	TWELVE-MONTH ANNUALIZED PRICE AND MONTHLY INSTALLMENTS
One month running from August 1, 2022 through August 31, 2022	\$338,326.08 \$28,193.84 monthly
Eleven months running from September 1, 2022 through July 31, 2023	\$352,522.08 \$29,376.84 monthly

The total amount of base compensation payable to SHP for the period of twelve (12) months effective August 1, 2022, through July 31, 2023 will be \$351,339.08. SHP shall bill County approximately thirty days prior to the month in which services are to be rendered. County agrees to pay SHP prior to the tenth day of the month in which services are rendered. In the event this Agreement should commence or terminate on a date other than the first or last day of any calendar month, compensation to SHP shall be prorated accordingly for the shortened month.

Section 7.2 is hereby replaced in its entirety by the following:

7.2 Increases in Inmate Population. County and SHP agree that, effective August 1, 2022, the annual base price is calculated based upon an average daily inmate population of up to 200. If the average daily inmate population exceeds 200 inmates, then the compensation payable to SHP by County shall be increased by a per diem rate of \$1.29 for each inmate over 200. The average daily inmate resident population shall be calculated by adding the population or head count totals taken at a consistent time each day and dividing by the number of counts taken. The excess over an average of 200, if any, will be multiplied by the per diem rate and by the number of days in the month to arrive at the increase in compensation payable to SHP for that month. In all cases where adjustments become necessary, the invoice adjustment will be made on the invoice for a subsequent month's services. For example, if there is an average population for any given month of 205 inmates, resulting in an excess of five (5) inmates, then SHP shall receive additional compensation of five (5) times the per diem rate times the number of days in that month. The resulting amount will be an addition to the regular base fee and will be billed on a subsequent monthly invoice.

This per diem is intended to cover additional cost in those instances where minor, short-term changes in the inmate population result in the higher utilization of routine supplies and services. However, the per diem is not intended to provide for any additional fixed costs, such as new fixed staffing positions that might prove necessary if the inmate population grows significantly and if the population increase is sustained. In such cases, SHP reserves the right to negotiate for an increase to its staffing complement and its contract price in order to continue to provide services to the increased number of inmates and maintain the quality of care. This would be done with the full knowledge and agreement of the Jail Administrator, Sheriff and other involved County officials, and following appropriate notification to County.

IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities with legal authority to do so.

FRANKLIN COUNTY, TN

BY:

Date: _____

ATTEST:

Date: _____

SOUTHERN HEALTH PARTNERS, INC.

BY:

Jennifer Hairsine, President and Chief Executive Officer

Date: _____



GRANT AMENDMENT

Agency Tracking # 40100-14620	Edison ID 65890	Contract # AERO-21-247-01	Amendment # 1		
Contractor Legal Entity Name Franklin County			Edison Vendor ID 25		
Amendment Purpose & Effect(s) Additional Term					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO End Date: 7/9/2022					
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ 0.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2021	\$0.00	\$36,000.00		\$0.00	\$36,000.00
2021	\$0.00	\$0.00		\$0.00	\$0.00
TOTAL:	\$0.00	\$36,000.00		\$0.00	\$36,000.00
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
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.				<i>OCR USE</i>	
 <small>Contract # 5837 (Suppl. Order 11-20-137)</small>					
Speed Chart (optional) TX00281869 TX00281870		Account Code (optional) 71301			

ADDRESS: 5

LOCATION CODE: WINCHE-021

**AMENDMENT ONE
OF GRANT CONTRACT
AERO-21-247-00**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and Franklin County, 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 B.1. Contract Period is deleted in its entirety and replaced with the following:

B.1. This Grant Contract shall be effective on July 10th, 2020 ("Effective Date") and extend for a period of twenty-four (24) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

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

3. Grant Contract Attachment Two is deleted in its entirety and replaced with the new attachment Attachment Two attached hereto.

4. Grant Contract Attachment Three is deleted in its entirety and replaced with the new attachment Attachment Three 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 once all required approvals are obtained. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

FRANKLIN COUNTY:

26-555-0104-21



7-16-2021

GRANTEE SIGNATURE

DATE

DAVID ALEXANDER, COUNTY MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)


GRANTEE LEGAL COUNSEL'S SIGNATURE

7/19/2021

DATE

DEPARTMENT OF TRANSPORTATION:

Clay Bright

Clay Bright (Sep 9, 2021 13:13 CDT)

CLAY BRIGHT, COMMISSIONER

Sep 9, 2021

DATE

John H. Reinbold

John H. Reinbold (Sep 9, 2021 13:16 CDT)

**JOHN H. REINBOLD, GENERAL COUNSEL
APPROVED AS TO FORM AND LEGALITY**

Sep 9, 2021

DATE

FRANKLIN COUNTY, TENNESSEE

DAVID ALEXANDER, COUNTY MAYOR

855 DINAH SHORE BLVD SUITE 3
WINCHESTER TN 37398

OFFICE (931) 967-2905

FAX (931) 962-0194

dalexander@franklincountyn.tn.us



May 24, 2021

**Michelle Frazier, Director
TDOT Aeronautics Division
7335 Centennial Boulevard
Nashville, TN 37209**

Re: Grant Deadline Extension for Avigation Easement - Phase 1

Dear Ms. Frazier,

Franklin County has been working with our consultant, Garver, to complete the Aviation Easement Acquisition - Phase 1 services for Franklin County Airport in Sewanee, Tennessee. This grant is due to expire on July 9, 2021.

We would like to request a one-year, no-dollar time extension for this grant for the following reasons:

- **One property owner, where an avigation easement is proposed, has provided many questions during the ongoing easement study phase. Due to this there have been delays in obtaining field work and working through the easement acquisition process.**
- **We are still working through the Uniform Act as prescribed by the FAA for property acquisition. The appraisal process is currently under way which includes an appraisal review before we can enter negotiations with the property owners.**

Assuming there are no additional concerns, we anticipate the following schedule:

- **Appraisals - June**
- **Appraisal Review - June**
- **Negotiations - July**

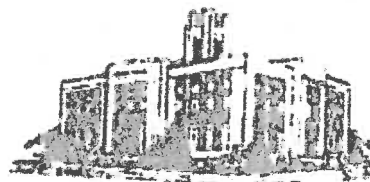
After negotiations are complete and if the property owners are willing to accept the terms of the easement, a second phase of this project will come into effect in which the easements will be acquired.

Thank you for your consideration of this request. If you have questions, please contact us at (931) 967-2905.

**FRANKLIN COUNTY, TENNESSEE
DAVID ALEXANDER, COUNTY MAYOR**

**855 DINAH SHORE BLVD SUITE 3
WINCHESTER, TN 37398**

**OFFICE (931) 967-2905
FAX (931) 962-0194
dalexander@franklinco.tn.us**



Sincerely,

A handwritten signature in cursive script that reads "David Alexander".

**David Alexander
Mayor of Franklin County**

Cc: Adam Guy, TAD

**REQUEST FOR STATE FUNDING
FOR AIRPORT IMPROVEMENT**

**ATTACHEMENT ONE
PAGE THREE**

Airport: University of South-Franklin County Airport
Project Title: Avigation Easement Acquisition - Phase 1
Project Description: Avigation Easement Acquisition - Phase 1

UPIN: BCG0003905
Submitted By: Sam McNair
Date Submitted: 5/28/2021 4:49:25PM
Project Manager: Adam Guy

Applicant: Franklin County
Phone: 931-598-1910

Project in CIP?: Not Proposed **Date Entered in CIP:**

Explanation of Need: We would like to request a one-year, no-dollar time extension for this grant for the following reasons:

- The Owner's of the properties where the avigation easements are attempting to be acquired have been confrontational and not willing to work through the easement process. Due to this there have been delays in obtaining field work and working through the easement acquisition process.
- We are still working through the Uniform Act as prescribed by the FAA for property acquisition. The appraisal process is currently under way which includes an appraisal review before we can enter negotiations with the property owners.

Estimated Cost:

Fiscal Year:	2021	
Federal:	\$0	0%
State:	\$0	0%
Local:	\$0	0%
Other:	\$0	0%
<hr/>		
Total:	\$0	100%

Matching Funds Available?: 0.00

Airport Sponsor Comments:

Assuming there are no additional concerns, we anticipate the following schedule:

- Appraisals – June
- Appraisal Review – June
- Negotiations – July

TAD Comments:

Franklin County Tennessee
David Alexander, County Mayor
855 Dinah Shore Blvd. Suite 3
Winchester, TN 37398

ATTACHEMENT ONE
PAGE FIVE

Office: 931-967-2905
Fax: 931-962-0194
dalexander@franklincotn.us

Thursday, July 2

Michelle Frazier, Director
TDOT Aeronautics Division
607 Hangar Lane, Bldg. 4219
Nashville, TN 37217

Re: Funding Assistance for **Airspace Obstruction Identification**

Dear Ms. Frazier,

Franklin County Tennessee hereby requests financial assistance from the Tennessee Department of Transportation in the amount of **\$36,000.00** for improvements at the **Franklin County Airport** in **Sewanee**. The requested improvements include:

- ***A recent airport inspection has identified 20:1 approach slope violations (Section I). This grant request is for easement acquisition services to help us obtain fair market value of the easements.***

We have available the necessary funds for the local share of the proposed improvements.

Thank you for your consideration of this request. If you have questions, please contact Sam McNair at 931-598-1250.

Please find our application within Black Cat Grants system.

If you have questions or need additional information, please contact us at 931-967-2905.

Sincerely,



David Alexander
County Mayor

Cc: TAD Project Manager Adam Guy

REQUEST FOR STATE FUNDING
FOR AIRPORT IMPROVEMENT

ATTACHEMENT ONE
PAGE SIX

Airport: University of South-Franklin County Airport
Project Title: Avigation Easement Acquisition - Phase 1
Project Description: Avigation Easement Acquisition - Phase 1

UPIN: BCG0003905
Submitted By: Sam McNair
Date Submitted: 6/19/2020 5:07:42PM
Project Manager: Adam Guy

Applicant: Franklin County
Phone: 931-598-1910

Project in CIP?: Not Proposed Date Entered in CIP:

Explanation of Need: A recent airport inspection has identified 20:1 approach slope violations (Section I). This grant request is for easement acquisition services to help us obtain fair market value of the easements.


Estimated Cost:

Fiscal Year:	2,021
Federal:	\$36,000
State:	\$0
Local:	\$0
Other:	
Total:	100%

Matching Funds Available?: 0.00

Airport Sponsor Comments:

TAD Comments:

TDOT USE ONLY	
Staff Recommended:	
<input checked="" type="radio"/> Approved:	
<input type="radio"/> Rejected:	
<input type="radio"/> Moved:	
PSR Signature: 	Date: 07/10/2020
TAC Signature: _____	Date: _____

ATTACHMENT TWO

PAGE ONE

Federal Award Identification Worksheet

Subrecipient's name (must match registered name in DUNS)	County of Franklin
Subrecipient's DUNS number	001110634
Federal Award Identification Number (FAIN)	3-47-SBGP-59
Federal award date	5/29/2020
CFDA number and name	20.106 Airport Improvement Program
Grant contract's begin date	7/10/2020
Grant contract's end date	7/9/2022
Amount of federal funds obligated by this grant contract	\$3,600
Total amount of Federal Funds Obligated to the subrecipient (Federal dollars deposited in Sponsor's account in current FY (7/20-6/21) from ALL agencies) MUST be UPDATED every 6 months and uploaded into BlackCat Documents	\$13,836,000
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$19,191,159
Name of federal awarding agency	Federal Aviation Administration
Name and contact information for the federal awarding official	TN Department of Transportation Aeronautics Division 7335 Centennial Boulevard Nashville, TN 37209 615-741-3208
Is the federal award for research and development?	N/A
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	N/A

Federal Award Identification Worksheet is a required document the **(Highlighted Box)** must be completed by the sponsor and returned with signed grant for execution.

This Worksheet will need to be updated every six (6) months for the length of this project and uploaded into BlackCat in the Documents Tab under project 26-555-0104-21.

Any questions please contact your Program Monitor at 615-741-3208.

ATTACHMENT TWO

PAGE ONE

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ATTACHMENT THREE

PAGE ONE

GRANT BUDGET				
Franklin County: Avigation Easement Acquisition – Phase 1				AERO-21-247-01
The Grant Budget line-Item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: 7/10/2020 END: 7/9/2022				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award ²	\$36,000.00	0.00	\$36,000.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
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	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	\$36,000.00	0.00	\$36,000.00

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 Subrecipients of Federal and State Grant Monies, Appendix A.* (posted on the Internet at: <http://www.state.tn.us/finance/act/documents/policy3.pdf>).

² Applicable detail follows this page if line-item is funded.

ATTACHMENT THREE

PAGE TWO

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Avigation Easement Acquisition – Phase 1	\$36,000.00
TOTAL	\$36,000.00

TAD Project # 26-555-0104-21
Project Breakdown:

TX00281869	\$ 3,600.00	100% Federal 59 CARES
TX00281870	\$32,400.00	100% Federal 57 NPE

Amendment 1:	\$ 0.00	% Federal
	\$ 0.00	% State
	<u>\$ 0.00</u>	% Local
	\$ 0.00	

Grant Total:	\$36,000.00
--------------	-------------

Parent Child Information

The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number:

Is Franklin County a parent? Yes No

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is Franklin County a child? Yes No

If yes, complete the fields below.

Parent entity's name: Franklin County

Parent entity's tax identification number: 62-6000595

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: Andrea Smith

Address: PO Box 518 - 851 Dinah Shore Blvd., Winchester, TN 37398

Phone number: 931-967-1279

Email address: andreasmith@franklincountyfinance.com

Parent entity's Edison Vendor ID number, if applicable: 25



Jimmy Davis <jldavis@sewanee.edu>

[External] Closure letter Needed

1 message

Adam Guy <Adam.Guy@tn.gov>
To: "Jimmy (JD) Davis" <jldavis@sewanee.edu>

Thu, Jun 23, 2022 at 6:19 PM

Jimmy,

Is this something the Mayor might sign? This is approval to close the grant and get it off of the active grants list. All expenses were paid.

You will have to fill out the closure letter and put in info.

\$35,480.64 spent with \$519.36 left on grant. Please use the attached grant to help you with the rest.

Thanks,



Adam Guy, P.E. | Transportation Project Specialist - Senior

Aeronautics Division

7335 Centennial Boulevard

Nashville, TN 37209

p. 615-741-1531 c. 615-417-0678

adam.guy@tn.gov

<https://www.tn.gov/tdot/aeronautics.html>



2 attachments

Executed Grant (18).pdf
3503K

Example Project Closure Letter.docx
36K

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

MAINTENANCE AGREEMENT WITH AIRPORT SPONSOR

THIS AGREEMENT is made and entered into by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department"), and FRANKLIN COUNTY (hereinafter called the "Sponsor").

W I T N E S S E T H:

WHEREAS, the Department is authorized to expend funds for furthering the purposes of aeronautics as provided in Tenn. Code Ann. §§ 4-3-2303, 42-2-218 and 67-6-103(b)(1); and

WHEREAS, the Department desires to assist the Sponsor by performing certain maintenance and safety activities on an airport within the jurisdiction of the Sponsor (the "Project"); and

WHEREAS, the Sponsor, in recognition of the benefits to be received from the Project, desires to cooperate with the Department such that the Project may be performed by the Department and maintained by the Agency in accordance with applicable law.

NOW THEREFORE, in consideration of these premises, the Department and the Agency hereby enter into this Agreement to provide for performance of the Project as described below.

SECTION 1: The Project to be performed is described as follows:

AIRFIELD PAVEMENT AND MARKINGS MAINTENANCE

SECTION 2: The Sponsor is the owner of the property upon which the Project is to be performed. The Sponsor agrees that the Department and its contractor(s) shall be permitted to enter upon Sponsor's property for the purpose of performing the Project. The Sponsor understands and agrees that it shall be solely responsible for and pay all costs associated with maintenance of the completed Project.

SECTION 3 The Sponsor shall assume all liability for third-party claims and damages arising from the maintenance, existence, and use of the completed Project to the extent provided by Tennessee Law and subject to the provisions, terms and liability limits of the Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101 *et seq.*, and all applicable laws.

SECTION 4: The Sponsor agrees to comply with all applicable federal and Tennessee laws and regulations in the performance of its duties under this Agreement. The parties hereby agree that failure of the Sponsor to comply with this provision shall constitute a material breach of this Agreement and subject the Sponsor to the repayment of all funds expended, or expenses incurred, under this Agreement.

SECTION 5: This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Sponsor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Agreement. The Sponsor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

SECTION 6: Nothing in this Agreement, whether express or implied, is intended to confer upon any person or entity not a party to this Agreement any rights or remedies by reason of this Agreement.

SECTION 7: Where applicable, the Agency shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.

SECTION 8: The Sponsor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of the Sponsor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal and Tennessee constitutional or statutory law. The Sponsor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

SECTION 9: The Department may terminate this Agreement without cause for any reason. Said termination shall not be deemed a Breach of Contract by the Department. The Department shall give the Sponsor at least thirty (30) days written notice before the effective termination date. Upon such termination, the Sponsor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

SECTION 10: This Agreement may be modified only by a written amendment, which has been executed and approved by the appropriate parties as indicated on the signature page of this Agreement.

SECTION 11: The Department shall have no liability except as specifically provided in this Agreement.

SECTION 12: The Sponsor warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages,

compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Sponsor in connection with any work contemplated or performed relative to this Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials.

FRANKLIN COUNTY

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

By: _____

Date

By: _____

**Joseph Galbato III
Commissioner**

Date

Title: _____

**APPROVED AS TO
FORM AND LEGALITY**

**APPROVED AS TO
FORM AND LEGALITY**

By: _____

Sponsor Attorney

Date

By: _____

**John H. Reinbold
General Counsel**

Date

FRANKLIN COUNTY, TENNESSEE

DAVID ALEXANDER, COUNTY MAYOR

853 DINAH SHORE BLVD., SUITE 3
WINCHESTER, TN 37398

OFFICE (931) 967-2905
FAX: (931) 962-0194
dalexander@franklincotn.us



July 1, 2022

Mr. Jay Norris
TDOT, Aeronautics Division
Engineering and Program Development
7335 Centennial Boulevard
Nashville, TN 37209

Re: Request for Grant Close-out
TAD No. 41100-14620
TAD Contract No. AERO-21-247-01

FOR TENNESSEE AERONAUTICS DIVISION USE ONLY	
TAD PROJECT MANAGER: _____	PRINT
_____	DATE
SIGN	DATE

Dear Mr. Norris,

Franklin County Tennessee hereby requests closure of the above referenced grant.

The work is complete and has been accepted by our professional service provider *Garver* and Franklin County Tennessee.

All financial transactions are final, no additional invoices will be submitted; based on our records the total grant expenditures amount to \$35,460.64 leaving a balance of \$519.36

Please return the local share of the remaining balance to Franklin County Tennessee.

Sincerely,

Mayor David Alexander
Mayor of Franklin County

Cc: Adam Guy, TAD

Summary of Airport Management Agreement Terms

July 18, 2022

1. The term of the contract is 50 years with a required review of the contract for compliance with applicable law every 10 years.
2. Indemnification of the County for any liability related to the Airport, provided the County does not cause the liability through action or inaction, including refusal to sponsor grants.
3. Broad discretion given to the University to manage operations in a manner compliant with applicable law.
4. A requirement for the University to perform an annual single audit of the Airport and provide regular reporting to the County.
5. A requirement for the County to use its best reasonable efforts to obtain state and federal funding for Airport development and improvement projects.
6. A transfer of all financial responsibility for the Airport from the University to the County should the County establish an Airport Authority, including any liability related to the grant assurances.
7. An explicit statement in the recitals that the County owns and sponsors the Airport and is solely responsible for decisions related to lengthening the Airport runway and the acquisition and retention of aviation easements for the Airport.

AIRPORT MANAGEMENT AGREEMENT

THIS AIRPORT MANAGEMENT AGREEMENT (the "Management Agreement"), is made and entered into this ____ day of _____, 2022, by and between Franklin County, Tennessee (the "County"), and The University of the South (the "University"), a nonprofit corporation organized under the laws of Tennessee, with its principal location at 735 University Ave, Sewanee, TN 37383. The County and the University may be referred to herein in the singular as a "Party" or collectively as the "Parties."

RECITALS:

WHEREAS, the University conveyed to the County in 1951, as corrected in 1952, seventy (70) acres of land for the purpose of establishing and locating thereon an airport or aircraft landing strip selected by the Administrator of Civil Aeronautics Administration (predecessor agency to the Federal Aviation Administration), the Department of Commerce, and the Tennessee Bureau of Aeronautics (predecessor agency to the Tennessee Department of Transportation Aeronautics Division), which said deed was duly recorded in the office of the register of the County of Franklin in deed book 86, page 377;

WHEREAS, an airport consisting of approximately 70 acres was constructed and established on the conveyed land located at 262 Airport Road, and is now known as the Sewanee-Franklin County Airport /The University of the South Airport with FAA identifier UOS ("Airport");

WHEREAS, the University has provided management services to the County at the Airport pursuant to an Agreement dated May 5, 1954, as amended on December 6, 1993 (the "Original Agreement");

WHEREAS, the County owns and sponsors the Airport and is solely responsible for decisions related to lengthening the Airport runway and the acquisition and retention of aviation easements for the Airport;

WHEREAS, in order to ensure adequate oversight of all airport operations, services, and facilities for the users of the Airport and to encourage the development of the Airport and its activities, the County seeks to continue contracting with the University to provide management services for the Airport;

WHEREAS, the University desires to continue providing the management services for the Airport;

WHEREAS, the County and the University expect that the present Airport Committee or its successor will continue to exist and that its responsibilities will include the review and recommendation of grant requests;

WHEREAS, the Parties desire to supersede the Original Agreement with this Management Agreement, the Original Agreement thereafter becoming void upon execution of this Management Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Management Agreement, the University does hereby agree to assume responsibility for management of the Airport in Franklin County, Tennessee, upon the following terms and conditions:

1. **Recitals**. The Parties agree and acknowledge that the Recitals set forth above are true and accurate, and are hereby incorporated into this Management Agreement.

2. **Original Agreement Obligations**. The Parties reaffirm and agree to the following:
 - (a) The Airport shall remain a public airport.

 - (b) Should the Airport ever cease to be used as a public landing area, as defined in 49 U.S.C. § 40102(a)(28) (previously codified at subdivision 22 of Section 401 of Chapter 9 of Title 49 of the United States Code), the Title to the land shall revert to the University in accordance with the provisions contained in said deed to the County.

3. **University's Duties and Responsibilities**. The University is in charge of and responsible for the administration, operation, and maintenance of the Airport as set forth herein. The University's duties and responsibilities shall include, but are not limited to, the following:
 - (a) Operate, maintain, and administer the Airport in accordance with and in full compliance with the regulations of the Federal Aviation Administration ("FAA"), all grant agreements, FAA Grant Assurances, and directives of the FAA and the State of Tennessee

 - (b) Serve as the point of contact for Airport business as designated by the County, except pertaining to grants, including grants by the FAA or the Tennessee Department of Transportation; and

 - (c) Comply with all laws, statutes, ordinances, policies and regulations applicable to the Airport and the University's responsibilities set forth in this Management Agreement.

 - (d) Perform a single regulatory compliance audit of the Airport annually and, once complete, provide it to the Mayor of the County.

 - (e) Provide the following information to the Mayor of the County: (1) a quarterly budget report, (2) a price list for hangars, fuel and facilities rental with a narrative explaining the pricing rationale and (3) any other information pertaining to the University's operation and maintenance of the Airport that is requested by the Mayor.

4. **County's Duties and Responsibilities**.

(a) The County is the sponsor of the Airport for all Airport development or improvement projects eligible for state and federal grants, and it is responsible for compliance with the FAA Grant Assurances. The County reserves the necessary rights and powers needed to ensure compliance with the FAA Grant Assurances.

(b) The County shall provide the University with broad day-to-day control and management of the Airport. The parameters of the University's control and management of the Airport are limited as set forth in this Management Agreement, with the FAA Grant Assurances, and applicable law.

(c) The County shall use its reasonable best efforts to obtain state and federal grant funding for Airport development and improvement projects necessary for the continued operation and maintenance of the Airport.

5. Relationship of the Parties. The University, and those parties with whom it enters into contracts, leases or other arrangements in connection with the construction, maintenance, operation, superintendence, or management of the Airport shall be agents of Franklin County and shall have all the protection afforded by T.C.A. §42-5-122 to such agents.

6. Airport Authority. Should the County establish an airport authority under T.C.A. § 42-3-103, delegate authority to an airport officer or board under T.C.A. § 42-5-112, or establish any other public agency that is authorized to operate the Airport, the County agrees: (1) that the County, not the University, shall be responsible for funding the Airport's operating budget; and (2) the University (including University's agents, employees, officers, and representatives) shall have no obligation to indemnify or hold the County harmless from any and all obligations, financial or otherwise, arising out of or relating to the FAA Grant Assurances.

7. Term. The County grants to the University, pursuant to T.C.A. § 42-5-110(b), the privilege of operating the Airport, and the term of this Management Agreement shall be, for a period of 50 years, commencing on the date this Management Agreement is executed, unless sooner terminated as provided in Section 8.

8. Termination. Either Party may terminate this Management Agreement immediately upon written notice to the other Party in the event of a material breach by the other Party of any term of this Management Agreement, which breach remains uncured for thirty (30) days following written notice to the other Party of such material breach. Notwithstanding the foregoing, if such material breach, by its nature, cannot be cured, the terminating Party may terminate this Management Agreement immediately upon written notice to the other Party.

9. Nonexclusive Right. It is understood and agreed that nothing in this Management Agreement shall be construed to authorize or grant to the University any exclusive right or

privilege in connection with any business or activity at the Airport in which the University may have an interest or association.

10. University Indemnification. The University (including University's agents, employees, officers, and representatives) agrees to protect, defend, reimburse, compensate, indemnify and hold the County, as well as its agents, employees, administrators, representatives and elected officials, and each of them, free and harmless at all times from and against any and all claims, liabilities, expenses, losses, costs, fines and damages (including reasonable attorneys' fees) and causes of action of every kind and character against and from the County by reason of any action or inaction on the part of University (including University's agents, employees, officers, and representatives). Subject to Section 6 (Airport Authority), the University agrees to hold the County harmless from any and all obligations, financial or otherwise, arising out of the operation and maintenance of the Airport, or closure of the Airport, except to the extent that such obligations, financial or otherwise, arise from: (1) the County's violation of any applicable federal, state, or municipal laws, statutes, resolutions, or regulations, or is otherwise occasioned by the gross negligence or willful misconduct of the County, its officers, employees, or agents, successors and assigns; (2) the County's failure to act as sponsor for Airport maintenance and upkeep projects eligible for state and federal grants; or (3) a decision by the County to close the Airport. For the avoidance of doubt, the University confirms and agrees that it will indemnify and hold the County harmless from any and all financial obligations associated with state and/or federal recovery of state and/or federal grant funds for Airport development or improvement projects which were disbursed prior to the execution of this Management Agreement or which are disbursed any time thereafter during the term of this Management Agreement, in circumstances where such financial obligations arise through no fault of the County.

11. County Indemnification. To the fullest extent permitted by law, the County shall indemnify, save, hold harmless, and defend the University, its officials, agents and employees, its successors and assigns, individually or collectively, from and against any claim, action, loss, damage, injury, liability, and the cost and expense (including without limitation reasonable attorney's fees, disbursements, court costs, and expert fees) and any fines in any way arising from or based upon the violation of any applicable federal, state, or municipal laws, statutes, resolutions, or regulations by the County, its agents, employees, or successors and assigns, except to the extent such violation is occasioned by the negligence or willful misconduct of the University, its officers, employees, or agents, successors and assigns. Nothing in this Section shall be construed to require the County to indemnify or hold harmless the University beyond the liability imposed upon the County by applicable law.

12. Additional Provisions.

(a) **Successors and Assigns.** All terms and conditions of this Management Agreement shall be binding upon any successor, assign, purchaser or transferee of any interest herein.

(b) Severability. The invalidity of any portion, article, paragraph or provision of this Management Agreement shall not have any effect upon the validity of any other part or portion thereof.

(c) Governing Law. This Management Agreement shall be construed in accordance with the laws of the State of Tennessee.

(d) This Management Agreement will be construed as if both Parties drafted the Management Agreement jointly, and will not be construed against either party as principal drafter.

(e) The terms of this Management Agreement shall be subject to any and all changes in applicable law, including but not limited to changes to rules and regulations that subsequently may be prescribed by any federal, state or local governmental authority having competent jurisdiction. If any provision(s) of this Management Agreement is held to be illegal, or otherwise in conflict as a result of a change in applicable law, the Parties will seek to amend the relevant provision(s) so that it is not illegal or otherwise in conflict with applicable law. If the Parties are unable to reach an agreement to amend the relevant provision(s), the remaining portion or portions of the Management Agreement shall be considered severable and not be affected by such determination, and the rights and obligations of the Parties shall be construed and enforced as if the Management Agreement did not contain the particular provision(s) held to be illegal or otherwise in conflict with applicable law.

(f) The Parties agree to review this Management Agreement for compliance with applicable law on the 10th year anniversary of this Management Agreement's execution and every 10 years thereafter or sooner if necessitated by a change in state or federal law. Each party agrees to implement an alert in its contract management system for the review date. Failure of either party to initiate such review shall not be deemed a material breach of this Management Agreement.

(g) Amendments. All actions seeking amendment of this Management Agreement shall be in writing approved by both Parties.

(h) Notices. All notices under this Management Agreement shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt or refusal to accept receipt) by personal delivery, by Email (address below) (with a simultaneous confirmation copy sent by first class mail properly addressed), or by a reputable overnight courier service, addressed as follows:

If to the University:

Attention: Doug Williams
735 University Avenue
Sewanee, Tennessee 37375
931-598-1349
dwilliam@sewanee.edu

If to the County:

Attention: _____

[Address]

[Phone]

[Email]

Notice of Change in Address. The Parties shall provide the other Party written notice of any change in address or contact information within ten (10) days of such change.

WHEREAS, both Parties hereto agree that this Management Agreement constitutes the entire agreement between the Parties.

[Signature Page(s) to Follow]

IN WITNESS THEREOF, the Parties have executed this Management Agreement as of the date first written above.

COUNTY OF FRANKLIN

By: _____

[Name]

[Title]

THE UNIVERSITY OF THE SOUTH

By:  _____

Doug Williams

Treasurer