

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

Monday April 7, 2014

CALL TO ORDER

	Chairman Eddie Clark
Opening & Pledge of Allegiance	Sheriff Tim Fuller
Invocation	Commissioner Stanley Bean

ROLL CALL

	Deputy Clerk Mary Sons
Declaration of Quorum	Chairman Eddie Clark

- 1) Library Fund Budget Amendment for Roof Project
- 2) Sheriff Inmate Phone Provider Multi-year Contract
- 3) Wilton Circle Right of Way (Mayor Stewart)
- 4) Resolution Authorizing a Multiple Year Lease Purchase Agreement, Assessor of Prop
- 5) Highway Amendment

Adjournment

Benediction: Commissioner John Page

EC/ms

RESOLUTION# - 1-040714

A RESOLUTION AMENDING THE GENERAL FUND & LIBRARY FUND BUDGETS OF FRANKLIN COUNTY,
TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2014.

WHEREAS, certain amendments are needed to provide for compliance with audit requirements to not overspend allocated amounts in different funds and receive unanticipated revenues that require an increase in estimated revenue and/or proposed expenditures from unreserved balances in each respective fund,

NOW, THEREFORE, BE IT RESOLVED, that the General Fund & Library Fund Budgets of Franklin County, Tennessee be amended as follows:

Department & Description	Account Number					Debit Revenue Source	Credit Expenditure
	Fund	Category	Obj	CC	Sub Obj		
Maintenance Agreements	101	52300	334				750.00
Maintenance & Repair - Office Equipment	101	52300	337			750.00	
Total County General Fund 101						750.00	750.00
Property Assessor - Copier Lease (No new funds)							
Unassigned	115	39000				66,000.00	
Other Capital Outlay - PC Lab (Required MOE)	115	56500	799				6,000.00
Other Capital Outlay - Roof Project	115	56500	799				60,000.00
Total Library Fund 115						66,000.00	66,000.00
Budget for Maintenance of Effort and Roof Project - Library Fund 115 (using fund balance, moe required by fed/state) Library Board Approved 3/26/14							

Approved this the 7th Day of April 2014.

Eddie Clark, Chairman of the Commission

Richard Stewart, County Mayor

ATTEST: Phillip Custer, County Clerk

Resolution Sponsored By: _____ Clark & Eldridge

Motion to Adopt By: _____ Second By: _____

Votes: _____ Ayes _____ Nays _____

Declaration: _____

2-040714

**A RESOLUTION AUTHORIZING
A MULTIPLE YEAR CONTRACT FOR INMATE TELEPHONE SERVICES
AND VIDEO ARRAINMENT FOR THE FRANKLIN COUNTY SHERIFF**

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

WHERE AS, the Sheriff current inmate phone services & equipment contract is to end in April 2014 and needs to be re-established, and

WHERE AS, the funding for this service contract is derived from the telephone commissions received at a percentage rate and the county's percentage of commissions are deposited into the county general and is currently funded 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 multi-year contract agreement on behalf of the Franklin County Sheriff with Combined Public Communications, 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 7th day of April 2014.

Eddie Clark, Honorable Chairman to the Commission

Richard Stewart, Honorable County Mayor

RESOLUTION SPONSORED BY: _____ Eldridge & Clark _____

MOTION TO ADOPT: _____

SECOND BY: _____

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

DECLARATION: _____



Inmate Telecommunications General Service Agreement

Combined Public Communications (hereafter "CPC"), an Ohio corporation with its principle place of business located at 100 Aqua Drive in Cold Spring, Kentucky 41076 and the Franklin County Sheriff's Office (hereafter "Customer"), with its principle places of business located at 420 Wilton Circle in Winchester, Tennessee 37398, hereby enter into this General Service Agreement (hereafter "Agreement") and agree as follows:

Exclusive Agreement:

Customer agrees to exclusively permit CPC to install CPC's Inmate Telecommunications system that will process collect and all prepaid calls including local and long distance traffic and associated hardware and software.

CPC Equipment:

The Inmate Telecommunications system and all associated equipment installed under this agreement will remain the sole and exclusive property of CPC. Customer will promptly report to CPC misuse, destruction, or vandalism of the system or telephones. Customer will not use the Inmate Telecommunications system for Customer's business purposes nor list or advertise in any manner the telephone numbers of the Inmate Telecommunications system without the prior written consent of CPC.

Customer Access to Equipment and Reports:

CPC will give Customer access to the inmate telephone platform that is password protected, allowing Customer's staff to monitor / record calls and run call detail reports. Call detail reports will be stored off site at a secure CPC location. CPC technicians will train Customer's authorized staff on the usage of the system.

Service and Maintenance:

All service and maintenance of the Inmate Telecommunications system will be the sole responsibility of CPC.

Vending Machine and/or KIOSK:

A prepaid card vending machine and / or KIOSK locations are agreed upon by the Customer and CPC. CPC technicians will service, stock and maintain the vending machine and / or KIOSK.

Video Arraignment:

CPC will provide a video arraignment system that includes two (2) courthouse video stations and one (1) inmate video station; itemized equipment list on page 4 of this Agreement.

Agreement Term:

This Agreement will remain in force for a term of forty eight (48) months from the commencement date.

Compensation:

Compensation is paid monthly to the Customer and is based upon sales and is agreed as follows:

Collect Calls: fifty six (56%) percent of the revenue generated.

Prepaid Calling: fifty six (56%) percent of talk time used; this includes - direct pay and all prepaid revenue streams which include: prepaid talk time sold over the phone from CPC's business office, prepaid talk time sold through the web site www.inmatesales.com, prepaid PIN debit from a KIOSK, prepaid calling cards sold from a mini prepaid card generator machine and prepaid calling cards from a vending machine or KIOSK. Additionally, any new prepaid calling revenue will be paid out in commission throughout the life of the Agreement.

Bonus Compensation:

Additional compensation will include a five thousand dollar (\$5,000.00) tech grant bonus that can be used over the life of the Agreement. CPC will also purchase, install, and maintain a video arraignment system for the life of the agreement. At conclusion of the agreement Customer will own the video arraignment system. This system shall include a detention grade video station at the jail with (1) 17" monitor and camera and (1) USB connected signature pad. (2) Courthouse video stations which will each include 17" monitors, cameras, speakers, microphones, and rolling cart if desired. System will include 1 Dell Management Server (or equivalent) w/ OS / Visitation / 2 TB of memory storage for recording. The system shall allow remote capability for judges from a laptop or desktop computer having a web camera and microphone. CPC shall provide all necessary cabling and installation in existing conduit between buildings providing conduits have adequate access and space. .

Courtesy Calling Cards:

As a courtesy, CPC will provide monthly, complementary calling cards for the booking area that permit local and long distance calling within the United States. The number of prepaid calling cards will be allocated monthly and based upon the average number of bookings per month; the complementary calling cards may be adjusted at CPC's discretion, depending upon the jail's needs; these card calls are monitored and recorded.

Taxes, Regulatory & Network Fees:

Taxes, regulatory and service fees are deducted at point of sale; the monthly network connection fee is deducted from the total revenue; these fees are not included in the Customer's commission.

Calling Rates:

CPC will charge telephone rates allowed by tariff, if applicable. The rates may be amended by CPC and the customer.

Liability:

CPC will have no liability for damage to Customer's premises from the installation, use or removal of the Inmate Telecommunications system or associated equipment unless such damage is the result of negligence of CPC agents or employees.

Indemnification

As further consideration for this agreement for installation of inmate telephones in the jail, the CPC hereby agrees to indemnify and hold harmless the Customer in any and all claims arising by reason of allegations of excessive charges in violation of any state or federal statute or regulatory ruling. In the event of future legislation or administrative regulation materially alters the charges which may be made by CPC, CPC agrees to abide by any such statute or ruling and bring their conduct of charges into compliance with said authority. In the event that any future legislation or administrative regulation materially alters the terms of this agreement, this Agreement shall, at the option of either party, be subject to re-negotiation between the parties.

Maintenance and Repair

CPC may remove or replace the Inmate Telecommunications system or associated equipment from any given location when damage to the system or associated equipment, whether by vandalism or otherwise, warrants removal. CPC, with the consent of Customer, may adjust the number of inmate telephones at the premise when in CPC's judgment the revenue generated by the existing inmate telephones warrants such adjustments.

Termination

Either party may terminate this Agreement in the event that the other party materially fails to perform its obligations under this Agreement and said material failure shall continue for a period of thirty (30) days after written notice to the defaulting party of said failure is given. In the event any governmental tariff or regulation prevents CPC from providing services or such tariffs or regulations make continuation of this agreement impractical for economic reasons or otherwise, then CPC at its sole discretion may terminate this Agreement without liability. In the event of a



termination of this Agreement for any reason, the Customer agrees to allow CPC access to the facility in order to remove all equipment, including but not limited to inmate telephones and all associated equipment. CPC agrees to remove the equipment within thirty days after termination of this Agreement.

Resolution of Disputes

Any and all disputes arising under this agreement shall be brought in a court of appropriate venue and competent jurisdiction.

Authority to Represent

Each party to this Agreement warrants and represents that they have the unrestricted right and prerequisite authority to enter into and execute this Agreement, to bind the respective party, and to authorize the installation and operation of the equipment.

Furthermore, signing this document confirms to CPC that the detention facility described herein is not under a contract with any other inmate telephone provider. The undersigned has the authority and hereby directs Combined Public Communications to install their inmate telephone system.

The rights and obligations of this Agreement will be binding and shall inure to the benefit of the respective parties, their subsequent owners, successors, heirs, and assignees.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound, have executed this Agreement to be effective beginning on this ___ day of _____, 2014 (the Commencement date). Any and all previous contracts and agreements entered into between these parties are null and void.

Signed this _____ day of _____, 2014.

Customer

CPC

By: _____

By: _____

Signature

Signature

Print Name and Title

Print Name and Title

Richard Stewart, Franklin County Mayor

Video Arraignment Equipment List

1 Management Server w/OS / Visitation / Recording Software
2 TB Internal Storage
Remote capability for off
Courthouse Video Stations
2 17" Monitors
2 Mobile Stands (if required)
2 Cameras
2 Sets of Speakers
2 Microphones for Judges

Inmate Video Station
1 USB connected signature pad
1 Detention Grade Video Station with 17" Monitor and Camera

Commission Address

Commission check made out to: _____

Commission check mail address: (Name) _____

(Street address) _____

(City) _____

(State) _____

(Zip) _____

Authorized Representative's Signature _____

Print Title and Name _____



LETTER OF AGENCY

This Letter of Agency (LOA) dated _____, 2014 between the Franklin County Sheriff's Office Center "Customer" and Combined Public Communications (CPC) Inc., hereby grants CPC Inc. the authority to act as Customer's Agent for the coordination of all correction and public telephone activities. All information requested should be forwarded to: CPC Inc., PO Box 76573, Highland Heights, Ky. 41076.

Customer hereby directs you, the Corrections Telephone and Payphone Services Provider (PSP) to forward to CPC Inc. at the above address any and all contract information (including, but not limited to effective and expiration dates, renewal and termination terms and conditions, and exclusivity clauses) pertaining to PSP and the Customer correction telephone and payphone location(s) listed below for the purpose of managing all activities relating to Customer's correction telephones and payphones. PSP's failure to respond with this information within seven (7) business days of receipt of this request shall be deemed by Customer and CPC Inc. to indicate that no such contract exists, or that the term of said contract has expired, or that PSP has abandoned its rights under said contract. Such failure to respond will result in action consistent with the absence of a contract, which may include the Customer's removal of your corrections telephone system, telephones and payphones from this location.

Notice: Effective on the date of this LOA, Customer hereby serves notice that it wishes not to renew any existing contract with PSP after the existing term.

Location / Address: Franklin County Sheriff's Office
420 Wilton Circle
Winchester, Tennessee 37398

This authorization supersedes any previous Letters of Agency or Authorization Letters that may exist, and shall remain in effect until terminated by either party in writing.

Franklin County Sheriff's Office

Combined Public Communications

Customer Signature: _____ Agent Signature: _____

Customer Name: _____ Agent Name: _____
(print) (print)

Customer Title: _____ Agent Title: _____

Date: _____ Date: _____

RESOLUTION 4-040714

**A RESOLUTION AUTHORIZING
A MULTIPLE YEAR LEASE PURCHASE and MAINTENANCE AGREEMENT
FOR THE FRANKLIN COUNTY PROPERTY ASSESSOR**

WHEREAS, the Franklin County Property Assessor has a need to upgrade, operate and maintain his current copier including hardware/software system within his respective office, and

WHEREAS, the current copier are not sufficiently meeting the needs of the function of the department in concern, and

WHEREAS, the funding for the leased copier shall be obtained from the county general fund through the property assessor department annual budget, and

WHEREAS, the projected cost of this copier hardware/software system is such that the payments need to be spread over more than one budget year, and the Franklin County Property Assessor does not have the authority to enter into purchase contracts for this period of time without the approval of the Franklin County Board of Commissioners, and

NOW, THEREFORE, Be It Resolved by the Franklin County Board of Commissioners that the Franklin County Property Assessor be authorized to enter into a multi-year lease agreement with Konica Minolta Business Solutions USA and the lease 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 and the required executed forms be kept at the Franklin County Finance Department for the public welfare demanding it on this the 7th day of April 2014.

Eddie Clark, Honorable Chairman to the Commission

Richard Stewart, Honorable County Mayor

Attest:

Phillip Custer, County Clerk

RESOLUTION SPONSORED BY: _____ Clark & Eldridge

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

VOTES: **AYES** _____ **NAYS** _____ **PASS** _____ **ABSTAIN** _____

DECLARATION: _____

RESOLUTION# 5-040714

A RESOLUTION AMENDING THE HIGHWAY FUND BUDGET
OF FRANKLIN COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2014.

WHEREAS, certain amendments are needed to provide for compliance with audit requirements to not overspend allocated amounts in different funds and receive unanticipated revenues that require an increase in estimated revenue and/or proposed expenditures from unreserved balances in each respective fund,

NOW, THEREFORE, BE IT RESOLVED, that the Highway Fund Budget of Franklin County, Tennessee be amended as follows:

Department & Description	Account Number					Debit Revenue Source	Credit Expenditure
	Fund	Category	Obj	CC	Sub Obj		
Disposal Fees	131	65000	359				650.00
Uniforms	131	65000	451			650.00	
Heavy Equipment Operator	131	62000	144			32,000.00	
Truck Driver	131	62000	147			31,065.00	
Laborer	131	62000	149			26,935.00	
Retirement	131	62000	204			15,000.00	
Medical Insurance	131	62000	207			25,000.00	
Maintenance & Repair - Equipment	131	63400	336				130,000.00
Total Highway Fund 131						130,650.00	130,650.00
Budget for the Quarry Crusher Repair							

Approved this the 7th Day of April 2014.

Eddie Clark, Chairman of the Commission

Richard Stewart, County Mayor

ATTEST: Phillip Custer, County Clerk

Resolution Sponsored By: Clark & Eldridge

Motion to Adopt By: _____

Second By: _____

Votes: Ayes _____ Nays _____