

Jule Bryson
Cumberland County Clerk

2 North Main Street, Suite 206 • Crossville, TN 38555 • (931) 484-6442 • Fax (931) 484-6440

November 6, 2015

TO: Cumberland County Commission, County Mayor, and News Media

FROM: Jule Bryson, Cumberland County Clerk

SUBJECT: November 16, 2015 Monthly Cumberland County Commission Meeting

Take notice, pursuant to TCA 8-44-103, the Cumberland County Commission, the governing body of said county, will convene and meet in regular session on Monday, November 16, 2015 at 6:00 o'clock P.M. in the large meeting room on the third floor of the Cumberland County Courthouse, where and at which time and place the said Cumberland County Commissioners will transact such public business as may lawfully come before it.

Attached is a copy of the agenda as of this date. I am looking forward to seeing you there.

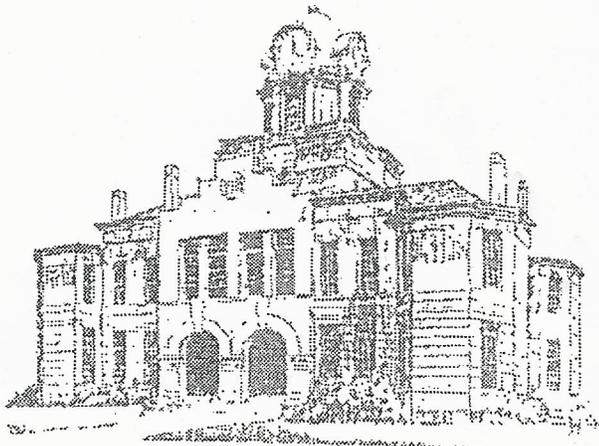
Sincerely,



Jule Bryson
Cumberland County Clerk

JB/dc

Enclosures



CUMBERLAND COUNTY COMMISSION MONTHLY MEETING AGENDA

NOVEMBER 16, 2015

6:00 O'CLOCK P.M.

1. Call to order: Chairperson or Cumberland County Sheriff
2. Invocation
3. Pledge to the Flag of the United States of America
4. Roll Call, Cumberland County Clerk, Jule Bryson
5. Minutes of October 19, 2015 Quarterly Monthly Cumberland County Commission Meeting
6. Special recognitions, memorials, etc.
7. Comments by the General Public
8. Unfinished Business
9. New Business:

Ninth Civil District Cumberland County Board of Education Vacancy

RESOLUTION 11-2015-1-To protest the privatization of any department of Cumberland Mountain State Park (Hyder)

RESOLUTION 11-2015-2-Budget Amendment, Central Cafeteria Fund, \$5,400.00 (Hassler)

RESOLUTION 11-2015-3-Budget Amendment, Central Cafeteria Fund, \$12,000.00 (Dyer)

RESOLUTION 11-2015-4-Budget Amendment, General Fund, Fire Department, \$500.00 (Dyer)

RESOLUTION 11-2015-5-Budget Amendment, Drug Control Fund, Sheriff's Department, Drug Enforcement, \$3,000.00 (Carter)

Presentation by Sheriff Casey Cox regarding contract between the State of Tennessee, Department of Transportation and Cumberland County

10. County Official Reports
11. County Attorney Report
12. Standing Committee Reports
13. Statutory Committee Reports
14. Election of Notaries, Appointments, and Confirmations
15. Announcements and Statements
16. Adjournment

CUMBERLAND COUNTY COMMISSION QUARTERLY MONTHLY MEETING MINUTES

OCTOBER 19, 2015

Be it remembered that the Cumberland County Commission met in quarterly monthly session on Monday, October 19, 2015 at the courthouse in Crossville, Tennessee. Sheriff Casey Cox called the meeting to order at 6:00 o'clock P.M. Present and presiding was Commission Chairman, County Mayor Kenneth Carey, Jr. who called upon Walter Canter from the Calgary Presbyterian Church to give the Invocation. At the Mayor's request, a moment of silence was observed in remembrance of Donna Potter, a retired Cumberland County Paramedic and for Leland Pryor, the father of former Cumberland County Commissioner Randy Pryor. Commissioner Allen Foster was asked by the Mayor to lead the Pledge of Allegiance to the Flag of the United States of America. Also present at the meeting were County Clerk Jule Bryson, Finance Director Nathan Brock, County Attorney Randal Boston and the following County Commissioners:

Jeff Dyer	Tracey Scarbrough
Nancy Hyder	Tom Isham
David Hassler	Rebecca Stone
Allen Foster	David Gibson
Jack Davis	Terry Lowe
Terry Carter	Wendell Wilson
Elbert Farley	Roy Turner
Tim Claflin (absent)	Sonya Rimmer (absent)
Woody Geisler (absent)	John Kinnunen

A quorum being present, the Cumberland County Commission was opened in due form of law and the following proceedings were had to wit:

1. MINUTES OF SEPTEMBER 21, 2015 MONTHLY CUMBERLAND COUNTY COMMISSION MEETING:

On motion of Commissioner Gibson, second by Commissioner Dyer, moved the minutes of the September 21, 2015 Monthly Commission Meeting be approved, treat same as read, made a matter of record, and filed.

The motion to approve the meeting minutes carried by a roll call vote of 14 ayes from the Commission present with Commissioner Stone passing on the vote.

SPECIAL RECOGNITIONS:

Mayor Carey and the Board of Commissioners presented several Proclamations and Achievement Awards at the start of the meeting. The first Proclamation declared October 18-24, 2015 as "Friends of the Art Circle Library Week" and the second Recognition of Achievement Award was presented to Stone Memorial High School Livestock Judging Team Members Logan Adams, Jacie Beaty, Jenna Beaty, Andy Carey, and Coach Keith Cole for their numerous wins in Livestock Judging contests. Also Keith Cole, a long time Cumberland County Teacher, accepted the next Proclamation from the Mayor and Commission that decreed October 19, 2015 as "Keith Cole Day" in honor of his tireless efforts and willingness to go above and beyond for his students. And the final Recognition of Achievement Award was presented to the Cumberland County Rescue Squad to thank them for the services they provide to our community and to congratulate the organization for their successes at the Tennessee Association of Rescue Squad Annual State Competition.

COMMENTS:

Joe Sherrill spoke to the Board on behalf of the residents of Crab Orchard and Mayor Emmett Sherrill to thank the Commission, the State and Mayor Carey for their efforts to establish a Fire Hall in the Crab Orchard Community. Mayor Carey stated that because of the working partnership between the City of Crab Orchard and Cumberland County the grand opening of the new Fire and Emergency Medical Services Station was made possible.

2. WAIVE COMMISSION RULES:

On motion of Commissioner Stone, second by Commissioner Turner, moved to waive Commission rules to include a budget amendment resolution onto the agenda.

The motion to suspend Commission rules to add resolution 10-2015-7 to the October 2015 Agenda carried by a roll call vote of 15 ayes from the Commission present.

3. NINTH CIVIL DISTRICT BOARD OF EDUCATION:

Mayor Carey made the announcement that Dan Schlafer had tendered his resignation as Ninth Civil District Board of Education (BOE) Member and Chairman on October 12, 2015 and he called upon Commissioners to select a process to appoint his replacement until the next election. Commissioner Carter moved to declare the Ninth Civil District BOE seat vacant and instruct the County Clerk to prepare a Public Notice (T.C.A. 5-5-111) to forward to the News Media for publication that would direct interested candidates to file their intentions with the County Mayor before 12:00 o'clock noon on November 6, 2015. He further moved to hold the vote to fill the vacant BOE position at the next regularly scheduled Commission Meeting on November 16, 2015. Commissioner Wilson seconded the motion which carried by a roll call vote of 15 ayes from the Commission present.

4. RESOLUTION 10-2015-1-BUDGET AMENDMENT, GENERAL FUND, FIRE DEPARTMENT, \$300.00:

On motion of Commissioner Hyder, second by Commissioner Isham, moved to adopt resolution 10-2015-1.

The motion to adopt resolution 10-2015-1, a budget amendment for a donation from the Fairfield Glade Rotary Club to the Cumberland County Fire Department, carried by a roll call vote of 15 ayes from the Commission present.

5. RESOLUTION 10-2015-2-BUDGET AMENDMENT, GENERAL FUND, LOCAL HEALTH CENTER/ APPROPRIATION TO STATE, \$1,570.00:

On motion of Commissioner Turner, second by Commissioner Hassler, moved to adopt resolution 10-2015-2.

The motion to adopt resolution 10-2015-2, a budget amendment for a portion of the State of Tennessee local appropriation to be used for the Primary Prevention Initiative in Cumberland County, carried by a roll call vote of 15 ayes from the Commission present.

6. RESOLUTION 10-2015-3-BUDGET AMENDMENT, GENERAL FUND, VETERAN'S SERVICES, \$5,598.00:

On motion of Commissioner Carter, second by Commissioner Kinnunen, moved to adopt resolution 10-2015-3.

The motion to adopt resolution 10-2015-3, a budget amendment for part time staffing for the Veterans Service Office, carried by a roll call vote of 15 ayes from the Commission present.

7. RESOLUTION 10-2015-4-BUDGET AMENDMENT, DRUG CONTROL FUND, SHERIFF'S DEPARTMENT, DRUG ENFORCEMENT, \$7,457.00:

On motion of Commissioner Foster, second by Commissioner Hyder, moved to adopt resolution 10-2015-4.

The motion to adopt resolution 10-2015-4, a budget amendment for Sheriff Department electrical weapons, carried by a roll call vote of 15 ayes from the Commission present.

8. RESOLUTION 10-2015-5-BUDGET AMENDMENT, GENERAL FUND, JAIL/COUNTY BUILDINGS, \$35,457.00:

On motion of Commissioner Hassler, second by Commissioner Turner, moved to adopt resolution 10-2015-5.

The motion to adopt resolution 10-2015-5, a budget amendment to move a maintenance position from County Building budget to the Sheriff Department budget, carried by a roll call vote of 15 ayes from the Commission present.

9. RESOLUTION 10-2015-6-BUDGET AMENDMENT, GENERAL FUND, CODES COMPLIANCE/CAPITAL EQUIPMENT, \$142,847.00:

On motion of Commissioner Gibson, second by Commissioner Turner, moved to adopt resolution 10-2015-6.

The motion to adopt resolution 10-2015-6, a budget amendment for removal of revenue and expenditures allocated to the codes compliance from the 2015-2016 fiscal year budget, carried by a roll call vote of 15 ayes from the Commission present.

10. RESOLUTION 10-2015-7-BUDGET AMENDMENT, SETTLEMENT AGREEMENT, JUDICIAL COMMISSIONERS, \$40,000.00:

On motion of Commissioner Stone, second by Commissioner Dyer, moved to adopt resolution 10-2015-7.

The motion to adopt resolution 10-2015-7, a budget amendment for a proposed settlement agreement in Cumberland County Civil Case Number 2015-CV-5948, carried by a roll call vote of 15 ayes from the Commission present.

COUNTY OFFICIAL REPORT-COUNTY MAYOR AND FINANCE DIRECTOR:

In presenting his monthly county official report, Mayor Carey revealed that he had appointed Horace Wyatt to fill the vacancy that exists on the Tansi Sewer Utility District Board for a term to expire March 25, 2018.

Finance Director Brock reported on the collections received by the county through September 2015 from sales taxes, property taxes, hotel/motel taxes, ambulance/emergency medical services and contracted prisoner boarding.

DELINQUENT TAX COMMITTEE REPORT:

Commissioner Nancy Hyder, Chairperson for the Delinquent Tax Committee, reported that committee had met earlier in the afternoon along with Attorney Randal Boston and Attorney Joe Looney and voted to accept an individual's bid of three thousand seven hundred sixty-eight dollars (\$3,768.00) to purchase the county's portion of the mineral rights, acquired through a delinquent tax sale, on four thousand (4,000) acres of property located on York Road.

11. ELECTION OF NOTARIES:

On motion of Commissioner Gibson, second by Commissioner Hassler, moved that Tiffany Davis, Lori L. Green, Jeffery Grizzle, Phyllis E. Henry, Anita Faye Hurley, Joseph D. Kerr, Lisa Luttrell, Manuel Martin, Erin Nelson, Brittany Reagan, Andrea Denise Scholes and Jennifer D. Tollett are elected as Notary Publics for the State of Tennessee.

The motion to approve the notaries carried by a roll call vote of 15 ayes from the Commission present.

ANNOUNCEMENTS:

County Attorney Boston stated the Cumberland County Beer Board had summoned permit holders charged with the illegal sale of alcohol to a minor to a Special Call Meeting on October 30, 2015. Also Sue York informed the Board that the Cumberland County Health Department would hold a flu shot clinic on October 21, 2015 at the Community Complex.

12. ADJOURNMENT:

On motion of Commissioner Carter, second by Commissioner Turner, moved the October 19, 2015 Commission Meeting be adjourned at 6:31 o'clock P.M.

The motion to adjourn the meeting carried by unanimous voice vote from the Commission present.

MINUTES APPROVED FOR ENTRY THIS _____ DAY OF NOVEMBER 2015.

Kenneth Carey, County Mayor
Chairman, Cumberland County Commission

Jule Bryson, Cumberland County Clerk

Jule Bryson
Cumberland County Clerk

2 North Main Street, Suite 206 • Crossville, TN 38555 • (931) 484-6442 • Fax (931) 484-6440

October 20, 2015

PUBLIC NOTICE PURSUANT TO T.C.A. 5-5-111

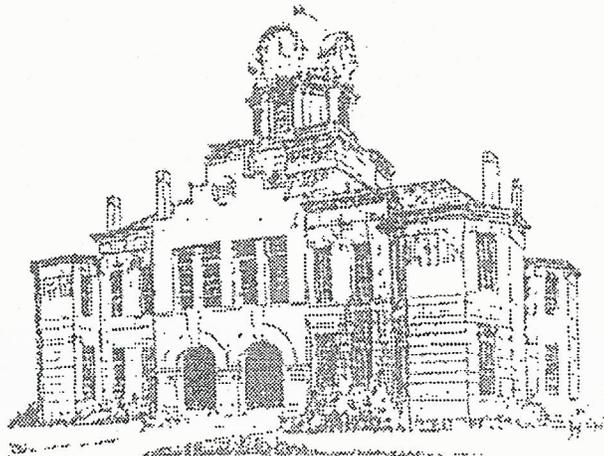
You are hereby notified that as of October 19, 2015, the Cumberland County Commission has declared a vacant seat in the office of Ninth Civil District Cumberland County Board of Education.

You are further notified the Cumberland County Commission has established Friday, November 6, 2015 at 12:00 o'clock noon as the deadline for all interested qualified citizens from the Ninth Civil District to offer their names as candidates for the vacancy to Kenneth Carey, Jr., Cumberland County Mayor.

All potential candidates seeking to fill the Ninth Civil District Board of Education vacancy will be given an opportunity to address the Commission at their regular meeting to be held on Monday, November 16, 2015 at 6:00 o'clock P.M. in the large meeting room at the courthouse. At that time the Cumberland County Board of Commissioners will appoint someone from the names submitted to serve as a successor until the next election to be held in August 2016.



Jule Bryson
Cumberland County Clerk



RESOLUTION NO. 11-2015-1

RESOLUTION TO PROTEST THE PRIVATIZATION OF ANY DEPARTMENT OF CUMBERLAND MOUNTAIN STATE PARK

WHEREAS, Cumberland County, Tennessee Legislative body opposes the Privatization of Cumberland Mountain State Park; and

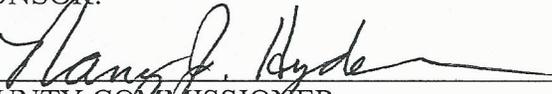
WHEREAS, Cumberland County, Tennessee has major concerns for the current employees of Cumberland Mountain State Park; and

WHEREAS, Cumberland County, Tennessee duly Protest the Privatization of Cumberland Mountain State Park; and

NOW, THEREFORE BE IT RESOLVED, Cumberland County, Tennessee request through this resolution to the Honorable Governor Bill Haslam, Senator Paul Bailey and State Representative Cameron Sexton to cease and Desist with the current plans to Privatization Cumberland Mountain State Park.

Adopted this 16th day of November, 2015.

SPONSOR:



COUNTY COMMISSIONER

APPROVED:

COUNTY MAYOR

ATTEST:

COUNTY CLERK

RESOLUTION 11-2015-2

CENTRAL CAFETERIA FUND
BUDGET RESOLUTION

J. Hamby

To the Cumberland County Commission meeting in regular monthly session, this _____ day of _____, 2015.

WHEREAS, the Cumberland County Board of Education/School Nutrition Program requests the following budget resolution be approved for additional USDA funds through Section 201 of the Healthy, Hunger-Free Kids Act (HHFKA) of 2010 designated to help implement the new school meal pattern and nutrient standards.

INCREASE REVENUE:

143-47114 Federal Reimbursement via State – Other	\$5,400.00	
TOTAL INCREASE		\$5,400.00

INCREASE EXPENDITURES:

143-73100-499 Other Supplies and Materials	\$3,400.00	
143-73100-599 Other Charges	\$2,000.00	
TOTAL INCREASE		\$5,400.00

These funds must be used by SFAs to increase, sustain, and enhance their success in providing healthy meals to students. Uses include but not limited to activities or products that support the promotion and execution of healthy meals, menu publication, training, marketing and promotional events and materials. Funds cannot be used for the procurement of food service equipment.

SPONSORED BY:

[Signature]
COUNTY COMMISSIONER

ATTEST:

COUNTY CLERK

APPROVED BY:

COUNTY MAYOR

CENTRAL CAFETERIA FUND
BUDGET RESOLUTION

J. Hamby

To the Cumberland County Commission meeting in regular monthly session, this _____ day of _____, 2015.

WHEREAS, the Cumberland County Board of Education/School Nutrition Program requests the following budget resolution be approved for additional USDA funds designated to provide equipment assistance to SFAs participating in the NSLP.

INCREASE REVENUE:

143-47115 USDA Food Service Equipment Grant \$12,000.00

TOTAL INCREASE \$12,000.00

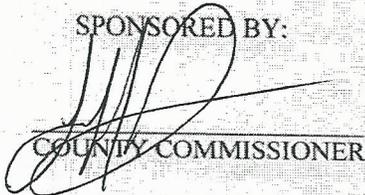
INCREASE EXPENDITURES:

143-73100-710 Food Service Equipment \$12,000.00

TOTAL INCREASE \$12,000.00

These funds were awarded to Crab Orchard Elementary and designated to assist in purchasing a Double Stack Combi Oven. We have until September 2016 to complete the procurement and expenditure activities.

SPONSORED BY:



COUNTY COMMISSIONER

ATTEST:

COUNTY CLERK

APPROVED BY:

COUNTY MAYOR

RESOLUTION # 11-2015-4

**CUMBERLAND COUNTY, TENNESSEE
General Fund**

To the Cumberland County Commission meeting in regular session this 16th Day of November, 2015:

Whereas, the Cumberland Fellowship Baptist Church has donated \$500.00 to fund part of the cost associated with the operation of the Cumberland County Fire Department.

Therefore, be it resolved that the following budget amendment be adopted by the Cumberland County Commission.

Fire Department

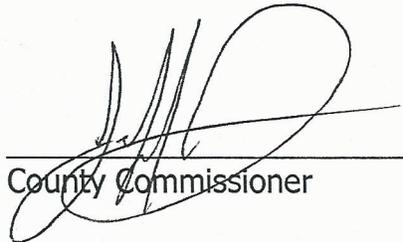
Increase Revenue:

101-48610	Donations	\$500.00
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Increase Expenditures:

101-54310-499	Other Supplies	\$500.00
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Sponsor:



County Commissioner

Approval:

County Mayor

Attest:

County Clerk

Budget Committee Vote:

Ayes: 8 Nays: 0 Abstain: 0

**Cumberland County, Tennessee
Drug Control Fund**

To the Cumberland County Commission meeting in regular session this 16th day of November, 2015:

Whereas, the Sheriff's Department requested additional funding for drug control and eradication, and

Therefore, be it resolved that the following budget amendment be adopted by the Cumberland County Commission:

**SHERIFF'S DEPARTMENT
Drug Enforcement**

Decrease Fund Balance:		
122-39000	Unassigned Fund Balance	\$3,000.00
Increase Expenditures:		
122-54150-499	Other Supplies & Materials	\$3,000.00

Sponsor: 
County Commissioner

Approval: _____
County Mayor

Attest: _____
County Clerk

Budget Committee Vote:
Ayes: 8 Nays: 0 Abstain: 0

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TRANSPORTATION
AND
COUNTY OF CUMBERLAND**

This Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the 'State' and County of Cumberland, hereinafter referred to as the "Contractor," is for the provision of a special agreement for litter removal on Interstates and State Routes, as further defined in the "SCOPE OF SERVICES."

Contractor Edison Registration ID # 0000004173
Contract #: CMA 1708

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Tenn. Code Ann. § 54-16-106 provides that the highway authorities of the state, counties, cities, and town are authorized to enter into agreements with each other respecting the improvement and maintenance of controlled-access facilities, defined by Tenn. Code Ann. § 54-16-101 as a highway or street specially designed for through traffic, and over, from or to which owners or occupants of abutting land or other persons have no right or easement of access from abutting properties.
- A.3. Tenn. Code Ann. § 54-5-139 provides that the Department may enter into a contract with a qualified county to perform maintenance activities upon the rights-of-way of state highways located outside of municipalities and metropolitan governments; and, that the reimbursement shall be on an actual cost basis.
- A.4. The Department is hereby contracting with the Contractor for the improvements and maintenance specified in Attachment "Exhibit A" titled "Guidelines Covering Maintenance of State Highways through a County," attached and incorporated hereto as part of this Contract.

B. TERM OF CONTRACT:

This Contract shall be effective on July 1, 2016 ("Effective Date"), and extend for a period of Twelve (12) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Sixty Three Thousand Six Hundred and Seventy Four dollars (\$63,674.00). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from

the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.
 - a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
 - b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
"Exhibit A" titled "Guidelines Covering Maintenance of State Highways through a County"	See Exhibit A

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

P.O. Box 1069, Crossville, TN 38557

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice Number (assigned by the Contractor)
 - (2) Invoice Date
 - (3) Contract Number (assigned by the State)
 - (4) Customer Account Name: Tennessee Department of Transportation
 - (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
 - (6) Contractor Name
 - (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
 - (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
 - (9) Contractor Remittance Address
 - (10) Description of Delivered Service
 - (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (including name & title as applicable) of each service invoiced
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
 - iv. Amount Due by Service
 - v. Total Amount Due for the invoice period

- b. The Contractor understands and agrees that an invoice under this Contract shall:
- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
 - (2) only be submitted for completed service and shall not include any charge for future work;
 - (3) not include sales tax or shipping charges; and
 - (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.
- C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.
- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
 - b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.
- D. STANDARD TERMS AND CONDITIONS:**
- D.1. Required Approvals. The State is not bound by this Contract 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).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (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).
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for

compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract 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 Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor 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 Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated, Section 12-4-401 et seq.*
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor 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 Contract. The Contractor 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.
- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Christopher Starr – Operations District Supervisor
State of Tennessee, Department of Transportation
P.O. Box 1069, Crossville, TN 38557
Christopher.Starr@tn.gov
Telephone # 931-484-5041
FAX # 931-456-7523

The Contractor:

Casey Cox, Sheriff
County of Cumberland
90 Justice Drive
Crossville, TN 38555
Email -
Telephone # 931-484-6176
FAX # 931-456-7582

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. MUTCD. In accordance with Tenn. Code Ann. 54-5-108, the Contractor shall conform to and act in accordance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by rules of the Department. Particularly, the Contractor shall sign work-zones associated with this Contract in accordance with the aforesaid MUTCD.
- E. 5. Maintenance. Nothing contained in this Contract shall change the maintenance obligations governed by the laws of the State of Tennessee, it being the intent of this Contract not to enlarge the present maintenance obligations of the Department.

IN WITNESS WHEREOF,

County of Cumberland:

CONTRACTOR SIGNATURE DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

APPROVED AS TO FORM AND LEGALITY

CONTRACTOR ATTORNEY SIGNATURE DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION:

JOHN SCHROER, COMMISSIONER DATE

APPROVED AS TO FORM AND LEGALITY

JOHN REINBOLD, GENERAL COUNSEL DATE

GUIDELINES COVERING MAINTENANCE
OF STATE HIGHWAYS THROUGH A COUNTY

The following items where applicable are eligible for reimbursement by the Department to the Contractor under the Special Maintenance Agreement:

Activity	Maintenance Work Type	Unit Of Measure
41	Litter Removal	Roadway Miles

Litter Removal Work shall consist of removal of litter from the entire highway rights-of-way where accessible (fence to fence where applicable), including shoulders and excluding the travel lanes on interstate and state routes as detailed below.

INVENTORY OF ELIGIBLE LITTER REMOVAL FOR THE MAINTENANCE
OF STATE HIGHWAYS THROUGH A COUNTY

The following Table itemizes the eligible length of litter removal in linear miles which will be maintained by the Contractor under the terms of this contract. The Department agrees to reimburse said Contractor in the amount actually expended for litter removal, not to exceed the number of cycles and the price per linear mile as detailed below.

Insert "Litter Inventory" Table from ExhibitA_Template.xlsx here.

Calculated Maximum Reimbursement (Litter): \$ 63,674.00

Litter Inventory Worksheet									
Route Number	Beginning Termini (LM)	Ending Termini (LM)	Segment Length (mi.)	Segment Total Litter (mi.)	Price per Litter Mile	Number of Litter Cycles	Contract Segment Total Litter (mi.)	Contract Segment Total Litter (\$)	
H40	Putnam County Line	Roane County Line	36.01	36.01	\$ 100.00	5	180.05	\$ 18,005.00	
SR-1	White County Line	Roane County Line	34.16	34.16	\$ 100.00	3	102.48	\$ 10,248.00	
SR-24	Putnam County Line	SR-1	16.44	16.44	\$ 100.00	3	49.32	\$ 4,932.00	
SR-28	Bledsoe County Line	0.4 MI. South of SR-1	13.39	13.39	\$ 100.00	3	40.17	\$ 4,017.00	
SR-28	SR-24	H40	2.6	2.6	\$ 100.00	3	7.8	\$ 780.00	
SR-28	H40	Fentress County Line	12.73	12.73	\$ 100.00	3	38.19	\$ 3,819.00	
SR-68	SR-28	Rhea County Line	12.55	12.55	\$ 100.00	3	37.65	\$ 3,765.00	
SR-101	Bledsoe County Line	SR-1	16.01	16.01	\$ 100.00	3	48.03	\$ 4,803.00	
SR-101	SR-1	Saint George Drive	5.34	5.34	\$ 100.00	3	16.02	\$ 1,602.00	
SR-282	SR-101	Lantana Water District Office	3.74	3.74	\$ 100.00	3	11.22	\$ 1,122.00	
SR-298	SR-28	Morgan County Line	18.28	18.28	\$ 100.00	3	54.84	\$ 5,484.00	
SR-299	SR-1	Morgan County Line	6.05	6.05	\$ 100.00	3	18.15	\$ 1,815.00	
SR-392	SR-28	SR-1	5.24	5.24	\$ 100.00	3	15.72	\$ 1,572.00	
SR-419	SR-101	Cumberland Mount. St. Park	3.4	3.4	\$ 100.00	3	10.2	\$ 1,020.00	
SR-462	SR-24	SR-1	2.3	2.3	\$ 100.00	3	6.9	\$ 690.00	
Total Contract Litter (mi.):							636.74	\$ 63,674.00	

*Full 1st 2015 - 2016
Term*