

**REGULAR SESSION**

**July 17, 2023**

1. **BE IT REMEMBERED** that the Board of Franklin County Commissioners met in Regular Session at the Franklin County Courthouse in Winchester, Tennessee, on July 17, 2023 at 7:00 pm. Present and presiding the Chairman Chris Guess; present Tina Sanders, County Clerk. Sheriff Tim Fuller led everyone in pledging allegiance to the flag of the United States. Commissioner Carolyn Wiseman gave the invocation.

2.

**ROLL CALL:**

**Bruce McMillan**

**Spike Hosch**

**Charles Keller**

**Jared Shetters**

**David Eldridge, Jr**

**Grant Benere**

**Glenn T. Summers**

**David Kelley**

**Lydia Curtis Johnson**

**Carolyn Wiseman**

**Scottie Riddle**

**Dale Schultz**

**Tyler Bauer**

**PRESENT (13)**

**ABSENT (3)**

**Monica Baxter Jeffers, William Anderson, Jr, Johnny Hand**

A quorum was declared.

3. **PUBLIC HEARING**

1. Rezoning from I, Industrial to A, Agricultural. 19<sup>th</sup> Civil District Franklin County Property Map No. 36, Parcel 17.01. Location- Swann Lane. Size- approximately 5.67+/-acres. Applicant Angela Holt.

*\*Motion by McMillan to Approve, 2<sup>nd</sup> by Johnson, voice vote, all ayes, approved*

2. Rezoning from A, Agricultural to R-1, Single Family. 20<sup>th</sup> Civil District. Franklin County Property Map No. 66, Parcel 10.02 Location -Moon Lane. Size approximately 44.06+/-acres. Applicant -Thomas Ore, Agent for Donald Bruce, Property Owner.

Thomas Ore represented Donald Bruce, Property Owner. After discussion a *\*Motion by Johnson, 2<sup>nd</sup> by McMillan to pass, voice vote all ayes, approved.*

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**PRESENT (13)**

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**A quorum was declared.**

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***\*Motion by McMillan to Approve, 2<sup>nd</sup> by Johnson, voice vote, all ayes, approved***

2. **Rezoning from A, Agricultural to R-1, Single Family. 20<sup>th</sup> Civil District. Franklin County Property Map No. 66, Parcel 10.02 Location -Moon Lane. Size approximately 44.06+/-acres. Applicant -Thomas Ore, Agent for Donald Bruce, Property Owner.**

**Thomas Ore represented Donald Bruce, Property Owner. After discussion a *\*Motion by Johnson, 2<sup>nd</sup> by McMillan to pass, voice vote all ayes, approved.***

**3. APPROVAL OF MINUTES**

*\*Motion by Benere, 2<sup>nd</sup> by Riddle, voice vote all ayes, approved.*

**4. REPORT OF THE FINANCE DIRECTOR**

*\*Motion by Benere, 2<sup>nd</sup> by McMillan to receive and file, voice vote all ayes, approved.*

**5. RECOMMENDATIONS/COMMUNICATIONS-NONE**

**6. COMMITTEE/DEPARTMENT REPORTS**

- a. Trustee's Interest Report June 2023
- b. Local Option Sales Tax Report May 2023
- c. Finance Committee Minutes June 6, 2023
- d. Legislative Committee Minutes June 6, 2023
- e. Department Quarterly/Annual Reports
  - i. Chancery Court/Clerk Master
  - ii. Circuit Clerk
  - iii. County Clerk
  - iv. Planning and Zoning
  - v. Register of Deeds
  - vi. Sheriff's Dept
  - vii. Trustee's Annual Report
  - viii. Franklin County Reentry

*\*Motion by Riddle to combine (A-D) receive and file, 2<sup>nd</sup> by Schultz, voice vote, all ayes approved.*

**7. OLD BUSINESS-NONE**

**8. NEW BUSINESS/RESOLUTIONS**

- a. Resolution 7a-0723 Resolution Authorizing Submission of an Application for the Library Technology Grant for FY2023-2024 from the Office of Tennessee State Library & Archives and Authorizing the Acceptance of said Grant.  
*\*Motion by McMillan, 2<sup>nd</sup> by Bauer, voice vote, all ayes approved.*
- b. Resolution 7b-0723 Resolution Authorizing a Multiple Year Contract for an annual Maintenance Agreement with Microvote and for the Franklin County Elections Administration. *\*Motion by Riddle, 2<sup>nd</sup> by McMillan to approve, voice vote all ayes approved.*
- c. Resolution 7c-0723 Resolution Authorizing Submission of an Application for a VCIF Violent Crime Intervention Fund Competitive Collaborative Enhancement Grant for FY2023-2025 From the Tennessee Office of Criminal Justice Programs and Authorizing the Acceptance of said Grant. *\*Motion by McMillan, 2<sup>nd</sup> by Keller to approve, voice vote, all ayes, approved.*

- d. Resolution 7d-0723 Resolution Amending the Franklin County Board of Education General Fund Budget of Franklin County, Tennessee for the Fiscal Year Ending June 30, 2024. *\*Motion by Schultz, 2<sup>nd</sup> by Shetters to approve, Roll Call Vote (13) approved.*
- e. Resolution 7e-0723 Resolution Amending the General & Library Fund Budgets of Franklin County, Tn for the Fiscal Year ending June 30, 2024. *\*Motion by McMillan, 2<sup>nd</sup> by Wiseman to approve, Roll Call Vote (13, approved).*
- f. Resolution 7f-0723 Resolution Authorizing A Multiply Year Contract For the Professional Services for the Franklin County Court. *\*Motion by Shetters, 2<sup>nd</sup> by Benere, voice vote, all ayes, approved.*
- g. Resolution 7g-0723 Resolution Approving Gary Clardy to Provide Construction Management Services to Franklin County for the Animal Control Building Project Ending June 30, 2024. *\*Motion by McMillan 2<sup>nd</sup> by Johnson to approve, voice vote, approved (1- NO-Keller)*  
*There was a discrepancy on the agenda with date/ \*Motion by Hosch 2<sup>nd</sup> by McMillan to correct the date from 2023 to 2024, voice vote approved. (1-No Keller)*
- h. Resolution 7h-0723 Resolution Approving Goodwyn Mills Cawood Architects as Qualified Architects to Provide Professional Architectural Services to the Franklin County Animal Control Board. *\*Motion by McMillan, 2<sup>nd</sup> by Benere to approve, voice vote, all ayes, approved.*
- i. *\*Motion by Riddle, 2<sup>nd</sup> by Shetters to combine Resolutions 7i-0723 Pleasant Lane, 7j-0723 Sunset Cove Lane, 7k-0723 Rough Rider Ridge to Approve Additions to the Franklin County Road List, voice vote, all ayes, approved.*
- l. Insurance Certificates FY 2024*\*Motion by Wiseman 2<sup>nd</sup> by McMillan to receive and file, Voice vote, all ayes approved.*
- m. 5 Year Plan for Franklin County *\*Motion by Shetters, 2<sup>nd</sup> by McMillan to approve, voice vote, all ayes approved.*
- n. HANDOUT FROM THE FLOOR AGREEMENT WITH AMBULANCE SERVICE*\*Motion by Wiseman 2<sup>nd</sup> by Shetters to approve, voice vote all ayes, approved.*  
 Reference to 7N-0723 Resolution Authorizing Franklin County Tennessee to Enter A Contract for a Period of FIVE YEARS (5) For Ambulance Services with Shoals Ambulance, LLC, dba Priority Ambulance as the Primary Ambulance Service Provider for Franklin County, Tennessee

**9. ELECTION/APPOINTMENTS**

- a. *\*Motion by Shetters, 2<sup>nd</sup> by Riddle to approve appointments for July 17,2023 Interlocal Solid Waste Authority Board Appoint William Anderson Expires 7/29 Appoint Angie Fuller to Library Board Expires 6/30/2026, voice vote, all ayes, approved.*
- b. Approval of (1) NOTARY, ROLL CALL VOTE, (13) APPROVED  
*\*Motion by Shetters, 2<sup>nd</sup> by Riddle to Adjourn 7:22 pm.*

**BENEDICTION: COMMISSIONER Bruce McMillan**

**REGULAR SESSION AGENDA**

**FRANKLIN COUNTY**

**BOARD OF COMMISSIONERS**

**7:00PM**

**FRANKLIN COUNTY COURTHOUSE**

**Monday, July 17, 2023**

- 1) CALL TO ORDER**
- |                                     |                              |
|-------------------------------------|------------------------------|
| Opening & Pledge of Allegiance..... | Mayor Chris Guess            |
| Invocation .....                    | Sheriff Tim Fuller           |
|                                     | Commissioner Carolyn Wiseman |
- 
- |                             |                           |
|-----------------------------|---------------------------|
| ROLL CALL                   | County Clerk Tina Sanders |
| Declaration of Quorum ..... | Mayor Chris Guess         |

**2) PUBLIC HEARING:**

1. Rezoning from I, Industrial to A, Agricultural. 19th Civil District. Franklin County Property Map No. 36, Parcel 17.01. Location - Swann Lane. Size - approximately 5.67 +/- acres. Applicant- Angela Holt.
  
2. Rezoning from A, Agricultural to R-1, Single Family. 20<sup>th</sup> Civil District. Franklin County Property Map No. 66, Parcel 10.02. Location - Moon Lane. Size - approximately 44.26 +/- acres. Applicant- Thomas Ore, Agent for Donald Bruce, Property Owner.

**3) APPROVAL OF MINUTES: (1-4)**  
Regular Called Session – June 19, 2023

**4) REPORT OF THE FINANCE DIRECTOR: (5-9)**

- a) Finance Director Report May 2023 (R & F)

**5) RECOMMENDATIONS/COMMUNICATIONS: NONE**

**6) COMMITTEE/DEPARTMENT REPORTS: (10-34)**

- a) Trustee's Interest Report June 2023 (R & F)
- b) Local Option Sales Tax Report May 2023 (R & F)
- c) Finance Committee Minutes June 6, 2023 (R & F)
- d) Legislative Committee Minutes June 6, 2023 (R & F)
- e) Department Quarterly/Annual Reports (R & F)
  - i) Chancery Court/Clerk Master
  - ii) Circuit Clerk
  - iii) County Clerk
  - iv) Planning & Zoning
  - v) Register of Deeds
  - vi) Sheriffs Dept
  - vii) Trustee's Annual Report
  - viii) Franklin County Reentry

**7) OLD BUSINESS: NONE**

**8) NEW BUSINES/RESOLUTIONS: (35-106)**

- a) **Resolution 7a- 0723 Resolution Authorizing Submission of an Application for a Library Technology Grant for FY 2023-2024 from the Office of Tennessee State Library & Archives and Authorizing the Acceptance of said Grant. (Approve)**
- b) **Resolution 7b-0723 Resolution Authorizing a Multiple Year Contract for an annual Maintenance Agreement with Microvote and for the Franklin County Elections Administrations (Approve)**
- c) **Resolution 7c-0723 Resolution Authorizing Submission of an Application For a VCIF Violent Crime Intervention Fund Competitive Collaborative Enhancement Grant For FY 2023-2025 From the Tennessee Office Of Criminal Justice Programs and Authorizing the Acceptance of Said Grant. (Approve)**
- d) **Resolution 7d-0723 Resolution Amending the Franklin County Board of Education General Fund Budget of Franklin County, Tennessee for the Fiscal Year Ending June 30, 2024 (Approve- RC)**
- e) **Resolution 7e-0723 Resolution Amending the General & Library Fund Budgets of Franklin County, TN for the Fiscal Year ending June 30, 2024 (Approve & RC)**
- f) **Resolution 7f-0723 Resolution Authorizing A Multiple Year Contract For the Professional Services for the Franklin County Family Court (Approve)**
- g) **Resolution 7g-0723 Resolution Approving Gary Clardy To Provide Construction Management Services to Franklin County for the Animal Control Building Project Ending June 30, 2023 (Approve)**
- h) **Resolution 7h-0723 Resolution Approving Goodwyn Mills Cawood Architects as Qualified Architects to Provide Professional Architectural Services to the Franklin County Animal Control Building (Approve)**
- i) **Resolution 7i- 0723 Resolution to Approve Addition to the Franklin County Road List- Pleasant Lane**
- j) **Resolution 7j- 0723 Resolution to Approve Addition to the Franklin County Road List- Sunset Cove Lane**
- k) **Resolution 7k- 0723 Resolution to Approve Addition to the Franklin County Road List – Rough Rider Ridge**
- l) **Insurance Certificates FY 24. (Receive & File)**
- m) **5 Year Plan for Franklin County (Approve)**

**9) ELECTIONS/APPOINTMENTS (107-110)**

- a) Appointments for July 17, 2023
- d) Approval of (1) Applications for Notary Public (Approve – RC)

**Comments**

**Adjournment**

**Benediction: Commissioner Johnny Hand**

# F.C. Planning & Zoning Department

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## NOTICE OF PUBLIC HEARING

In conformity with TCA-13-7-105, a public hearing will be held by the Franklin County Board of Commissioners on July 17, 2023 at 7:00 P.M. at the Franklin County Courthouse to consider the adoption of amendment(s) to the Zoning Map of Franklin County.

1. Rezoning from I, Industrial to A, Agricultural. 19th Civil District. Franklin County Property Map No. 36, Parcel 17.01. Location – Swann Lane. Size – approximately 5.67 +/- acres. Applicant – Angela Holt.

### **THE WINCHESTER MUNICIPAL/REGIONAL PLANNING COMMISSION RECOMMENDED IN FAVOR OF THE FOLLOWING ITEM FOR REZONING:**

2. Rezoning from A, Agricultural to R-1, Single Family. 20<sup>th</sup> Civil District. Franklin County Property Map No. 66, Parcel 10.02. Location – Moon Lane. Size – approximately 44.26 +/- acres. Applicant – Thomas Ore, Agent for Donald Bruce, Property Owner.

The proposed amendment(s) may be reviewed in the Planning/Zoning Department, Courthouse Basement Room 109, Winchester TN. All persons affected by the proposed amendment(s) are invited to appear in person or be represented by agent or petition for the purpose of expressing themselves in support of or in opposition to the rezoning and zoning text amendments.

This 23<sup>rd</sup> day of June, 2023.

Janet Petrunich  
Director/Building Commissioner  
Franklin County Planning and Zoning Department  
Winchester, TN 37398  
Phone (931) 967-0981 Fax (931) 962-1462 E-mail at [jpetrunich@franklincotn.us](mailto:jpetrunich@franklincotn.us)

**\*Building Permits are required in Franklin County\***



# Franklin County Planning & Zoning Department

## Memo

July 17, 2023

**To:** Franklin County Board of Commissioners

**From:** Jessica King, Planning Assistant.

**Re:** Rezoning for Angela Holt, Property Owner

### **THE FRANKLIN COUNTY REGIONAL PLANNING COMMISSION RECOMMENDS THE FOLLOWING ITEM FOR REZONING:**

1. Rezoning from I, Industrial to A, Agricultural. 19th Civil District. Franklin County Property Map No. 36, Parcel 17.01. Location – Swann Lane. Size – approximately 5.67 +/- acres. Applicant – Angela Holt.

**STAFF REPORT**

Date: June 27, 2023  
To: Franklin County Regional Planning Commission  
From: Staff

**General Information**

Applicant: Angela Holt.  
Status of Applicant: Property Owner.  
Requested Action: Rezoning a parcel from I, Industrial to A, Agricultural.  
Purpose: To return the zoning of the parcel to its original zoning, and reflect the current use of the property and/or any other use permitted in and A, Agricultural zoned district.  
Existing Zoning: I, Industrial.  
Location: 19<sup>th</sup> Civil District; Parcel 17.01, Franklin County, TN Property Map No. 36, located on Swann Lane.  
Size: Approximately 5.67 +/- acres.  
Existing Land Use: Residential.  
Surrounding Land Use/Zoning:  
North – Residential, Agricultural/A, Agricultural.  
South – Residential/A, Agricultural.  
East – Residential, Agricultural/A, Agricultural.  
West – Residential, Agricultural/A, Agricultural.

**Specific Information**

Previous Actions: The parcel was zoned A, Agricultural with the Adoption of Zoning in 1974. On October 14, 2002 the Franklin County Board of Commissioners approved the request to rezone this parcel from A, Agricultural to I, Industrial.

Access: The subject parcel fronts Swann Lane for approximately 409'. Swann Lane is a County Road with a 50' ROW and an asphalt surface. The parcel also fronts Buckner Lane for 350'. Buckner Lane is a County Road with a 50' ROW and a DBST surface.

Utilities A three (3) inch water line runs along the west side of Swann Lane according to Tim Soloman with Winchester Utilities. Potable water is provided by Winchester Utilities. Power is provided by the Duck River Electric Membership Corporation. Sanitary waste disposal is by a septic tank system.

Fire Protection: Fire protection service is provided by the Capitol Hill Volunteer Fire Department. There are no fire hydrants in the immediate area.

Other Public Services: Police protection is provided by the Franklin County Sheriff's Department.

**Drainage/Flood:** Drainage is generalized to the southwest. There are no apparent low-lying or ponding areas on the site, according to the USGS Quad Map. The site is not in an identified FEMA flood hazard area per Map No. 47051C0065E.

**Area Characteristics:** The immediate area is characterized by agricultural activities with residential activities along the roadways. The general area is characterized by residential activities along the roadways with scattered agricultural activities beyond.

**Comprehensive Growth Plan:** The site is located within the Franklin County Rural Area.

**Site Visit: 6-8-23**

### **Applicable Regulations**

Franklin County Zoning Resolution – Article IX (Page 67); Article X (Page 80); Article XV (Page 117).

### **Analysis**

Staff recommends approval of the requested rezoning of the subject parcel from I, Industrial to A, Agricultural.

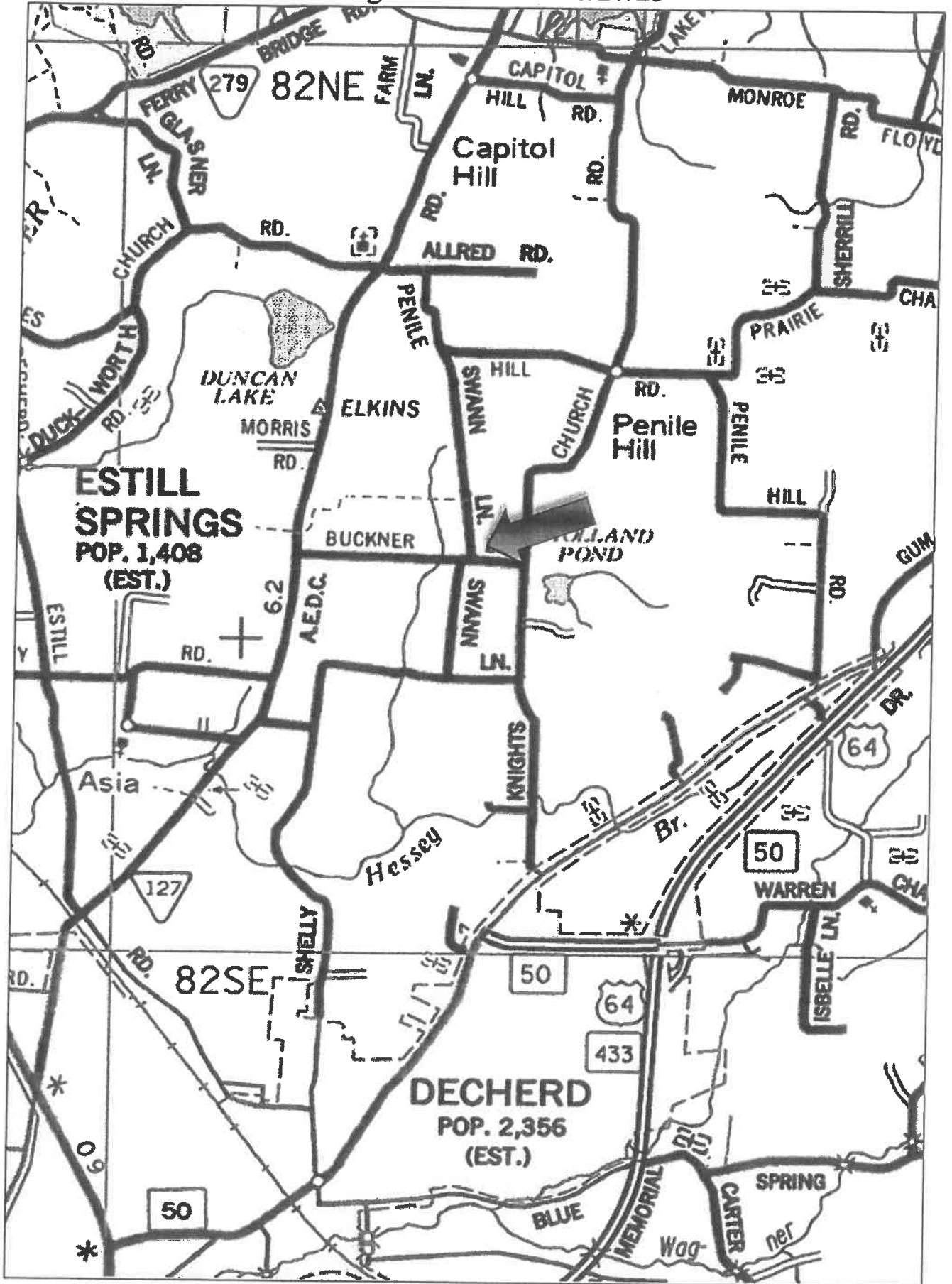
1. The proposal is generally in compliance with the intent of the A, Agricultural zoning district provisions of the Franklin County Zoning Resolution.
2. There is A, Agricultural zoning in the immediate and general areas.
3. The subject parcel is located within the Franklin County Rural Area.
4. There is no current industrial activity being conducted on this parcel.

### **Attachments**

- a) General Location Map.
- b) GIS View.

JP/JK

General Area Map – Angela Holt  
Planning Commission – 6/27/23



**GIS VIEW - Angela Holt**  
**Map 36, Parcel 17.01**  
**Planning Commission - 6/27/23**

Zoning:  
○ I, Industrial  
All other properties shown are zoned A, Agriculture



**The Franklin County Regional Planning Commission – June 27, 2023.**

The Franklin County Regional Planning Commission met in a regular session on June 27, 2023 in the Franklin County Courthouse. The meeting started at 6:00PM with a quorum present.

The members present were Chairman Jeremy Price, Joseph Johnson, Luke McMurry, Kevin Pickett, Michael Rudder, Michael Stubblefield, Greg Houston and Secretary Monica Baxter-Jeffers. Also present was Director/Building Commissioner Janet Petrunich and Planning Assistant Jessica King. A Visitors' List is attached.

Jeremy Price introduced himself and gave a brief explanation of the meeting procedures and all the information that is considered when cases come before the board.

Director/Building Commissioner Janet Petrunich took a moment to inform the Board this would be her last meeting as she is retiring on the 30<sup>th</sup> of June, members expressed their gratitude for her service all these years and wished her a happy retirement.

The minutes for the May 30, 2023 meeting were approved as written by Jeremy Price.

Jeremy Price introduced Case No. 14-23; Rezoning; Applicant: Angela Holt, Property Owner. Location – 19<sup>th</sup> Civil District; Parcel 17.01; Franklin County, TN Property Map No. 36, located on Swann Lane. Janet Petrunich read the Staff Report, and any returned adjoining property owner notices. Price polled the board for any questions or comments. There was some discussion on the previous rezoning of the property and if that proposed use was still in operation. Jessica King answered that the property owner stated it was not. With no additional comments or questions from the board, Price called for a motion. Michael Stubblefield made a motion to recommend for the requested rezoning from I, Industrial to A, Agricultural. Greg Houston seconded the motion, all aye.

There was no Old Business discussed.

Janet Petrunich conducted a brief presentation on the Growth Plan, following up from a hand out that was given to the members at a previous meeting.

The meeting adjourned at 7:03 PM by Chairman Jeremy Price.

MINUTES REVIEWED AND APPROVED  
\_\_\_\_\_  
DATE

Respectfully submitted,

\_\_\_\_\_  
Jeremy Price, Chairman  
Greg Houston, Vice Chairman

\_\_\_\_\_  
Monica Baxter Jeffers, Secretary  
Helen Tinnerman, Vice Secretary

# Franklin County Planning & Zoning Department

## Memo

July 17, 2023

**To:** Franklin County Board of Commissioners

**From:** Jessica King, Planning Assistant.

**Re:** Rezoning for Thomas Ore, Agent for Donald Bruce, Property Owner

### **THE WINCHESTER MUNICIPAL/REGIONAL PLANNING COMMISSION RECOMMENDS THE FOLLOWING ITEM FOR REZONING:**

1. Rezoning from A, Agricultural to R-1, Single Family. 20<sup>th</sup> Civil District. Franklin County Property Map No. 66, Parcel 10.02. Location – Moon Lane. Size – approximately 44.26 +/- acres. Applicant – Thomas Ore, Agent for Donald Bruce, Property Owner.

*Winchester*

www.winchester-tn.com

Codes and Community Development Department  
7 South High St - Winchester, Tennessee 37398  
(Phone) 931-967-4771

June 27, 2023

Franklin County Tennessee County Commission  
Attention: Franklin County Planning and Zoning Department  
1 South High Street  
Winchester, TN 37398

To All Affected Entities,

The Winchester Municipal/Regional Planning Commission met in regular session on June 19, 2023. The Regional Planning Commission heard a request to rezone approximately forty-five (45±) acres associated with parcel 10.02 of Franklin County tax map 066 from Franklin County zoning classification of A (Agricultural) to R-1 (Single Family Residential Districts [Low Density]). In accordance with Tennessee Code Annotated § 13-3-104, the Winchester Regional Planning Commission heard this request because the subject property is located within the City of Winchester planning region.

Upon presentation of the request and subsequent discussion, the commission motioned to recommend approval of this latest request for rezoning of this acreage to the Franklin County Commission. The motion was seconded and *passed by margin of a three (3) for verses two (2) against the recommendation of rezoning.*

For the record, this same parcel was considered for rezoning from Franklin County A (Agricultural) to R-2 (General Residential Districts [Medium Density]) by the Winchester Regional Planning Commission on September 19, 2022. The commission voted against the recommendation of that rezoning proposal. Reasons for that negative recommendation included the county R-2 zoning classification allowance of mobile homes as a permitted use as well as sentiment that such residential development in this location might be considered a negative factor in being able to attract industrial interest for the site known as the Moon property, those being parcels 9.00, 14.07, and 16.00 of tax map 066. Note that these parcels are located within the Winchester corporate limits and are zoned Winchester I2 (General Industrial District).

Regards,



Pat Sanders  
Community Development Coordinator/Bldg. Official  
City of Winchester







**REGULAR SESSION**  
**June 19, 2023**

1. **BE IT REMEMBERED** that the Board of Franklin County Commissioners met in Regular Session at the Franklin County Courthouse in Winchester, Tennessee, on June 19, 2023 at 7:00 pm. Sheriff Tim Fuller led everyone in pledging allegiance to the flag. Commissioner Glenn Summers gave the invocation. Chairman Chris Guess called the meeting to order. County Clerk Tina Sanders recorded the minutes.

2. **Roll Call**

Tyler Bauer  
Johnny Hand  
Bruce D. McMillan  
Spike Hosch  
Charles Keller  
Jared Shetters  
David Eldridge, Jr  
Grant Benere  
Glenn T. Summers  
David Kelley  
Monica Baxter Jeffers  
Lydia Curtis Johnson  
William Anderson, Jr  
Carolyn Wiseman  
Scottie Riddle  
Dale Schultz

**16 PRESENT, A QUORUM WAS DECLARED**

3. **PUBLIC HEARING: NUISANCE LAWS (1-8)**

Mayor Guess spoke of 2 Resolutions-0622/0623

- 1 County Cares Act-State and Give the County Authority to Act TCA Code (not attached)
2. Code it self- Resolution 6k-0623 Adopting Regulations Governing the Health and Safety Standards of Residentials and Non-Residential Property

The Public was given the opportunity to speak. Speaking against was James Curtis from 4<sup>th</sup> District Community. Tanya Hill- Oak Grove, Dan Barry-Midway, John Wimley, Greg King 4<sup>th</sup> District, Joey Forsythe-Estill Springs, Brandon Williams-Sewanee.  
Speaking For Mark Montoye

**\*\*\*Tanya Hill asked to be put on the July 2023 Agenda**

**\*Motion by Anderson Jr, Second by Bauer to Approve RESOLUTION 6K-0623 ADOPTING REGULATIONS GOVERNING THE HEALTH AND SAFETY STANDARDS OF RESIDENTIAL AND NON-RESIDENTIAL PROPERTIES, ROLL CALL VOTE AS FOLLOWS (7) AYES- Tyler Bauer, Johnny Hand, Bruce D. McMillan, Spike Hosch, Jared Shetters, Monica Baxter Jeffers, William Anderson, Jr (9) Nays- Charles Keller, David Eldridge, Jr, Grant Benere, Glenn T. Summers, David Kelley, Lydia Curtis Johnson, Carolyn Wiseman, Scottie Riddle, Dale Schultz, Motion failed**

**Carolyn Wiseman spoke stating she was for first part of resolution not the second part. She asked who would serve and show up to every meeting if another community was formed for this, brief discussion before a five minute recess was made by \*Motion Riddle and second by McMillan, all vote approve the recess.**

**Approval of minutes for April 17, 2023, \*Motion by Riddle, second by McMillan, all aye vote, Approved**

**4. Report of the Finance Director**

**A) Finance Director Report -Revenues & Expenditures March & April 2023**

**\*Motion by Hosch, second by Keller to Receive and File, voice vote, all ayes, Approved**

**5. Recommendations/Communications-NONE**

**6. Committee/Department Reports**

**a. Trustee's Interest Report April & May 2023**

**b. Local Options Sales Tax Report March & April 2023**

**c. Finance Committee Minutes April 6, May 23, May 25 and June 1, 2023**

**d. Legislative Committee Minutes April 6, 2023**

**e. 3<sup>rd</sup> Quarter Financial Report all Funds**

**f. Inter-Category Amendments 4/1-5/31/2023**

**g. Audit Committee Minutes (May 15, 2023)**

**h. Audit Committee Letter (May 15,2023)**

**i. Department Quarterly/Annual Reports**

**1. Circuit Court Clerk**

**2. UT Extension & TN State Cooperative Extension Jan-March**

**\*Motion by Riddle to Combine a-i, second by Wiseman to Receive and File, all aye vote, approved.**

**7. No OLD Business**

**8. New Business**

**a. Resolution 6a-0623 Amending the Highway Fund Budget of Franklin County, Tennessee for the Fiscal Year Ending June 30, 2023 \*Motion by Riddle, second by Schultz to approve, Roll Call Vote, all ayes, APPROVED.**

**b. Resolution 6b-0623 Amending the Franklin County Board of Education General Fund Budget of Franklin County, Tennessee for the Fiscal Year Ending June 30, 2023 \*Motion by Shetters, second by Keller, Roll Call Vote, all ayes, APPROVED**

**c. Resolution 6c-0623 Amending the Franklin County Board of Education General Fund Budget of Franklin County, Tennessee for the Fiscal Year Ending June 30, 2023 \*Motion by Hand, second by Benere, Roll Call Vote, all ayes, APPROVED**

**d. Resolution 6d-0623 Amending the Franklin County Board of Education General Fund Budget of Franklin County, Tennessee for the Fiscal Year Ending June 30, 2023 \*Motion by Keller, second by Summers, Roll Call Vote, all ayes, APPROVED**

**e. Resolution 6e-0623 Amending the Franklin County Board of Education General Fund of Franklin County, Tennessee for the Fiscal Year Ending June 30, 2023 \*Motion by Johnson, second by McMillan, Roll Call Vote, all ayes, APPROVED**

**f. Resolution 6f-0623 Amending the Franklin County Board of Education General Fund Budget of Franklin County, Tennessee for the Fiscal Year Ending June 30, 2023 \*Motion by Hand, second by Bauer, Roll Call Vote, all ayes, APPROVED**

**g. Resolution 6g-0623 Amending the Solid Waste Fund Budget of Franklin County, Tennessee, for the Fiscal Year Ending June 30, 2023 \*Motion by Keller, second by Shetters, Roll Call Vote, all aye, APPROVED**

**h. Resolution 6h-0623 Authorizing Solid Waste Interfund Tax Anticipation Note Transfer \*Motion by McMillan, second by Anderson Jr, Roll Call Vote, all ayes, APPROVED**

**i. Resolution 6i-0623 Authorizing the Advertisement and Sale of Property Owned by Franklin County, Tennessee known as the "Modena Property", as shown on Exhibit "A" Attached HERETO \*Motion by Riddle, second by Anderson Jr, Roll Call Vote, all ayes, APPROVED**

**j. Resolution 6j-0623 To Approve Addition to the Franklin County Road List/ Van Has Lane \*Motion by Anderson Jr, second by Wiseman with brief discussion of Anderson asking if this was county or city, The Front is City and the Back is County. Voice Vote all ayes, APPROVED**

**k.... Moved to PUBLIC HEARING #2 ON AGENDA NUISANCE LAW\*\*\*\***

**l. Fiscal Strength and Efficient Government Fiscal Confirmation Letter 2023 ThreeStar Program Requirements \*Motion by Anderson Jr, second by Hand, Voice Vote, all ayes, APPROVED**

**m. Board of Education State form CT-0253-EESI STATE LOAN TRANE \*Motion by McMillan, second by Hand, Voice Vote, all ayes, APPROVED**

**n. REVIEW AND APPROVE THE CONSOLIDATED BUDGET FOR FY 2024 \*MOTION BY ANDERSON JR, SECOND BY SHETTER TO APPROVE, ROLL CALL VOTE (16 AYES) APPROVED**

**o. Resolution 6o-0623 MAKING APPROPRIATIONS FOR THE VARIOUS FUNDS, DEPARTMENTS, INSTITUTIONS, OFFICES AND AGENCIES OF Franklin County, Tennessee for the Year BEGINNING JULY 1, 2023 and ENDING JUNE 30, 2024 \*Motion by Hand, second by McMillan to approve, Roll Call Vote (16 ayes) APPROVED**

400  
161

**p. Resolution 6p-0623 Fixing the TAX LEVY in Franklin County, Tennessee for the Fiscal Year Beginning July 1, 2023 \*Motion by Shetters, second by Anderson Jr to approve, Roll Call Vote (16) ayes, APPROVED**

**q. RESOLUTION 6q-0623 COUNTY BUDGET AMENDMENT FY23 (HANDOUT) \*Motion by Riddle, second by McMillan to approve, Roll Call Vote (16 ayes) APPROVED**

**9. ELECTIONS/APPOINTMENT**

**\*Motion by Riddle second by Schultz to Appoint GREG WALLS TO BEER BOARD, Voice Vote all ayes, APPROVE**

**Approval of 25 NOTARY APPLICATIONS \*Motion by Johnson second by Hand to approve, Roll Call Vote (16 ayes) APPROVED**

**\*Motion by Riddle second by Wiseman to Accept and Approve RESIGNATION letter of Property Assessor Bruce Spencer effective September 1, 2023. (See Attached) Voice Vote, APPROVED**

**After this date the next County Commission Meeting someone will be APPOINTED fill term until next election.**

**\*Motion by Riddle second by Keller to ADJOURN 7:58P, VOICE VOTE APPROVED**

**Benediction by David Kelley**

FUND CATEGORY	PROPOSED FY 21/22	AMENDED FY 21/22	COLLECTED MAY	COLLECTED YR TO DATE	BALANCE TO COLLECT	PERCENT REALIZED
<b>GENERAL FUND (101)</b>						
Local Taxes (40000)	\$ 13,834,945		\$ 497,141	\$ 13,682,746	\$ 152,199	98.90%
Licenses & Permits (41000)	148,600		57,893	190,298	(41,698)	128.06%
Fines, Forfeitures & Penalties (42000)	211,070	55	11,903	146,051	65,074	69.18%
Charges for Current Services (43000)	453,605	44,283	50,648	366,418	131,469	73.59%
Other Local Revenue (44000)	146,900	43,295	18,954	215,226	(25,031)	113.16%
Fees from Officials (45000)	2,307,000		124,688	1,927,571	379,429	83.55%
State of Tennessee (46000)	2,816,239	401,455	111,546	2,059,843	1,157,851	64.02%
Federal Government (47000)	4,897,007	876,883	18,395	4,712,613	1,061,277	81.62%
Other Governments & Citizens (48000)	177,000	142,225	-	161,916	157,309	50.72%
Other Sources (49000)	10,606	70,020	-	172,187	(91,561)	213.56%
<b>Total County General</b>	<b>\$ 25,002,972</b>	<b>\$ 1,578,215</b>	<b>\$ 891,167</b>	<b>\$ 23,634,870</b>	<b>\$ 2,946,318</b>	<b>88.92%</b>
<b>COURTHOUSE/JAIL MAINT. (112)</b>						
Local Taxes (40000)	\$ 140,000		\$ 9,074	\$ 102,276	\$ 37,724	73.05%
<b>Total Courthouse/Jail Maintenance</b>	<b>\$ 140,000</b>	<b>\$ -</b>	<b>\$ 9,074</b>	<b>\$ 102,276</b>	<b>\$ 37,724</b>	<b>73.05%</b>
<b>LIBRARY (115)</b>						
Local Taxes (40000)	\$ 427,538		\$ 5,252	415,747	\$ 11,791	97.24%
Licenses & Permits (41000)	2,110		492	2,092	18	99.17%
Charges for Current Services (43000)	7,900		689	6,361	1,539	80.52%
Other Local Revenue (44000)	1,545		1,163	2,987	(1,442)	193.32%
Federal Government (47000)	1,600	1,772	-	-	3,372	0.00%
Other Governments & Citizens (48000)	29,500	909	2,668	28,829	1,580	94.80%
<b>Total Library</b>	<b>\$ 470,193</b>	<b>\$ 2,681</b>	<b>\$ 10,263</b>	<b>\$ 456,017</b>	<b>\$ 16,857</b>	<b>96.44%</b>
<b>SOLID WASTE (116)</b>						
Local Taxes (40000)	\$ 1,866,245		\$ 21,375	\$ 1,825,390	\$ 40,855	97.81%
Licenses & Permits (41000)	13,500		3,145	13,383	117	99.13%
Charges for Current Services (43000)	177,000		12,119	128,671	48,329	72.70%
Other Local Revenue (44000)	661,500	23,934	18,232	204,793	480,641	29.88%
State of Tennessee (46000)	25,000	82,362	7,959	36,487	70,875	33.99%
Other Sources (49000)	-	1,450	-	1,450	-	100.00%
<b>Total Solid Waste</b>	<b>\$ 2,743,245</b>	<b>\$ 107,746</b>	<b>\$ 62,829</b>	<b>\$ 2,210,174</b>	<b>\$ 640,817</b>	<b>77.52%</b>
<b>Local Purpose (Rural Fire 120)</b>						
Local Taxes (40000)	\$ 1,035,134		\$ 60,334	\$ 960,734	\$ 74,400	92.81%
Licenses & Permits (41000)	24,125		965	24,098	27	99.89%
Other Sources (49000)	-		-	-	-	
<b>Total Local Purpose</b>	<b>\$ 1,059,259</b>	<b>\$ -</b>	<b>\$ 61,299</b>	<b>\$ 984,832</b>	<b>\$ 74,427</b>	<b>92.97%</b>
<b>Drug Control Fund (122)</b>						
Fines, Forfeitures & Penalties (42000)	\$ 27,475		\$ 13,834	\$ 26,191	\$ 1,284	95.33%
Other General Service Charges (43000)	2,500		-	-	2,500	0.00%
Other Local Revenue (44000)	20,100		-	-	20,100	0.00%
Federal Revenue (47000)	5,000		-	2,070	2,930	41.40%
Other Governments & Citizens (48000)	500		-	-	500	0.00%
Other Sources (Non-Revenue) (49000)	-	-	-	-	-	
<b>Total Drug Control</b>	<b>\$ 55,575</b>	<b>\$ -</b>	<b>\$ 13,834</b>	<b>\$ 28,261</b>	<b>\$ 27,314</b>	<b>50.85%</b>
<b>HIGHWAY (131)</b>						
Local Taxes (40000)	\$ 766,290		\$ 8,681	\$ 747,668	\$ 18,622	97.57%
Licenses & Permits (41000)	3,540		816	3,472	68	98.07%
Charges for Current Services (43000)	15,080		-	2,504	12,576	16.60%
Other Local Revenue (44000)	16,380		134	4,188	12,192	25.57%
State of Tennessee (46000)	3,349,457		240,583	2,351,219	998,238	70.20%
Other Sources (49000)	-	8,610	-	8,610	-	100.00%
<b>Total Highway</b>	<b>\$ 4,150,747</b>	<b>\$ 8,610</b>	<b>\$ 250,214</b>	<b>\$ 3,117,661</b>	<b>\$ 1,041,696</b>	<b>74.96%</b>

FUND CATEGORY	PROPOSED FY 21/22	AMENDED FY 21/22	COLLECTED MAY	COLLECTED YR TO DATE	BALANCE TO COLLECT	PERCENT REALIZED
<b>School General Fund (141)</b>						
Local Taxes (40000)	\$ 18,889,088		\$ 1,121,444	\$ 18,059,240	\$ 829,849	95.61%
Licenses & Permits (41000)	62,160	1,700	13,865	60,057	3,804	94.04%
Charges for Current Services (43000)	220,000		36,542	240,111	(20,111)	109.14%
Other Local Revenue (44000)	102,089	91,158	12,147	219,827	(26,580)	113.75%
State of Tennessee (46000)	29,327,548	2,720,793	156,340	26,405,738	5,642,603	82.39%
Federal Government (47000)	168,356	505,480	39,961	427,302	246,533	63.41%
Other Government & Citizens (48000)	-	64,256	4,663	44,065	20,191	68.58%
Other Sources (49000)	-	6,387	4,257	10,561	(4,174)	165.35%
<b>Total School General Fund</b>	<b>\$ 48,769,241</b>	<b>\$ 3,389,773</b>	<b>\$ 1,389,219</b>	<b>\$ 45,466,901</b>	<b>\$ 6,692,114</b>	<b>87.17%</b>
<b>Federal Projects Fund (142)</b>						
Federal Government (47000)	1,892,105	14,708,078	1,265,313	6,561,971	10,038,212	39.53%
Other Sources (49000)	-		-	-	-	
<b>Total School Federal Projects Fund</b>	<b>\$ 1,892,105</b>	<b>\$ 14,708,078</b>	<b>\$ 1,265,313</b>	<b>\$ 6,561,971</b>	<b>\$ 10,038,212</b>	<b>39.53%</b>
<b>Centralized Cafeteria Fund (143)</b>						
Charges for Current Services (43000)	\$ 845,000		\$ 57,546	\$ 521,200	\$ 323,800	61.68%
Other Local Revenue (44000)	27,000		8,025	56,657	(29,657)	209.84%
State of Tennessee (46000)	73,119		-	-	73,119	0.00%
Federal Government (47000)	2,971,010	5,611	11,633	2,236,383	740,238	75.13%
Other Sources (48000)	-		-	-	-	
<b>Total Centralized Cafeteria</b>	<b>\$ 3,916,129</b>	<b>\$ 5,611</b>	<b>\$ 77,204</b>	<b>\$ 2,814,240</b>	<b>\$ 1,107,500</b>	<b>71.76%</b>
<b>General Debt Service (151)</b>						
Local Taxes (40000)	\$ 5,830,851		\$ 183,430	\$ 5,356,459	\$ 474,392	91.86%
Licenses & Permits (41000)	14,275		3,320	14,124	151	98.94%
Other Local Revenue (44000)	260,000		146,418	758,340	(498,340)	291.67%
Other Sources (49000)	135,000		120,000	154,195	(19,195)	114.22%
<b>Total General Debt Service</b>	<b>\$ 6,240,126</b>	<b>\$ -</b>	<b>\$ 453,168</b>	<b>\$ 6,283,118</b>	<b>\$ (42,992)</b>	<b>100.69%</b>
<b>School Capital Projects Fund (177)</b>						
Other Local Revenue (44000)	\$ -	\$ 21,256	\$ 15,608	\$ 36,864	\$ (15,608)	173.43%
Other Sources (49000)	-	3,621,043	-	3,621,043	-	100.00%
<b>Total School Capital Projects</b>	<b>\$ -</b>	<b>\$ 3,642,299</b>	<b>\$ 15,608</b>	<b>\$ 3,657,907</b>	<b>\$ (15,608)</b>	<b>100.43%</b>
<b>Capital Projects Fund (178)</b>						
Other Local Revenue (44000)	\$ -	\$ -	\$ -	\$ -	\$ -	
Other Sources (49000)	-	-	-	-	-	
<b>Total Capital Projects</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	



FUND CATEGORY	ORIGINAL BG FY 22/23	AMENDED FY 22/23	EXPENDED MAY	EXPENDED YR TO DATE	CURRENT ENCUMBER	UNENCUMB BALANCE	PERCENT REALIZED
<b>GENERAL FUND (101)</b>							
County Commission (51100)	\$ 340,583	\$ 27,799	\$ 34,995	\$ 218,060	\$ 20,914	\$ 129,408	59.19%
Beer Board (51220)	1,125		-	416	314	394	37.00%
County Mayor (51300)	209,112		15,352	186,233	386	22,493	89.06%
County Attorney (51400)	10,800	7,200	1,500	15,000	3,000	-	83.33%
Election Commission (51500)	293,822	4,000	19,191	269,619	2,170	26,033	90.53%
Register of Deeds (51600)	388,222	6,068	35,024	329,187	8,782	56,321	83.49%
Planning & Zoning (51720)	216,563		15,393	170,971	1,188	44,405	78.95%
County Buildings (51800)	1,560,731	5,063	97,667	1,222,614	97,717	245,464	78.08%
Other General Admin - IT (51900)	178,365		12,906	163,663	12,840	1,861	91.76%
Preservation of Records (51910)	-	973	-	973	-	-	100.00%
Property Assessor (52300)	690,448		49,260	513,168	47,871	129,409	74.32%
County Trustee (52400)	360,801		26,181	319,463	3,114	38,224	88.54%
County Clerk (52500)	642,087	(3,124)	40,061	470,223	4,623	164,116	73.59%
Finance Dept. (52900)	785,267	28,115	55,952	691,466	2,508	119,408	85.01%
Circuit Court (53100)	1,060,553		73,216	909,855	7,956	142,742	85.79%
General Sessions (53300)	335,996	400	26,655	297,690	847	37,859	88.49%
Drug Court (53330)	108,353		8,740	84,261	-	24,092	77.77%
Chancery Court (53400)	254,756		17,707	224,276	5,351	25,129	88.04%
Juvenile Court (53500)	144,387	400	10,777	127,725	-	17,062	88.22%
Judicial Commissioners (53700)	267,223		23,971	228,326	450	38,447	85.44%
Other Admin of Justice (53900)	539,450	229,833	7,056	284,470	10,991	473,822	36.98%
Probation Service (53910)	167,789	720	12,416	146,077	682	21,750	86.69%
Sheriff's Dept. (54110)	4,562,915	4,574	314,324	3,694,915	190,400	682,175	80.90%
Admin. Of Sexual Offender (54160)	21,925		1,526	17,854	1,000	3,071	81.43%
Jail (54210)	3,163,736	3,582	189,380	2,589,904	148,646	428,767	81.77%
Reentry Program (54230) Grants	390,531	40,236	27,213	243,773	24,387	162,607	56.59%
Juvenile Service (54240)	42,500	8,000	1,455	12,659	16,725	21,117	25.07%
Civil Defense (54410)	174,466		15,193	147,013	3,860	23,592	84.26%
Rescue Squad (54420)	41,000	10,655	1,649	30,770	4,547	16,337	59.57%
Consolidated Communications(54490)	891,735		62,708	764,825	7,986	118,924	85.77%
County Coroner (54610)	57,500		500	23,104	5,100	29,296	40.18%
Other Public Safety (54710) Grants	33,979	52,586	1,602	48,416	8,665	29,483	55.93%
Other Public Safety (54900)	50,000	21,000	-	34,199	-	36,801	48.17%
Local Health Center (55110)	35,745	6,007	1,887	30,152	948	10,652	72.22%
Rabies & Animal Ctrl. (55120)	285,412	5,750	16,082	221,324	45,749	24,089	76.01%
Other Local Health Serv (55190) Grant	199,796	(54,736)	5,391	62,927	6,625	75,507	43.38%
Appropriation to State (55390)	30,646		-	-	30,646	-	0.00%
General Welfare Assist.(55510)	17,775		-	-	17,775	-	0.00%
Litter Control (55731) (25%Grant)	116,677		5,965	94,009	862	21,806	80.57%
Other Waste Collections (55739) (100%)	52,202		3,850	44,167	300	7,735	84.61%
Senior Citizens Assistance (56300)	37,500		4,800	34,884	2,616	(0)	93.02%
Parks & Fair Board (56700)	53,639		2,546	32,211	1,979	19,449	60.05%
Agriculture Extension Serv.(57100)	139,500		17,295	102,538	429	36,533	73.50%
Soil Conservation (57500)	102,284		7,079	81,790	-	20,494	79.96%
Industrial Development (58120)	86,459		1,747	38,356	2,532	45,570	44.36%
Other Econ & Comm. Dev. (58190)	151,330	250,000	3,235	69,528	235,308	96,494	17.32%
Airport (58220)	31,000	185,000	-	-	31,000	185,000	0.00%
Veteran's Services (58300)	97,868	6,994	6,980	87,048	531	17,283	83.01%
Other Charges (58400)	1,002,725	-	9,231	910,242	496	91,987	90.78%
COVID-19 Grant #5 (58805) Airport	-	9,000	-	-	9,000	-	0.00%
COVID-19 Grant #7 (58807)	-	147,170	-	105,128	-	42,042	71.43%
American Rescue Plan Act # 3 (58833)	-	52,070	5,979	42,216	-	9,854	81.08%
American Rescue Plan Act # 6 (58836)	-	6,699,195	100,000	4,625,000	50,000	2,024,195	69.04%
American Rescue Plan Act # B (58842)	-	75,000	-	-	-	75,000	0.00%
Capital Projects (91000)	250,000	672,764	(61,135)	331,466	12,761	578,536	35.92%
Hwy & Street Capital Proj (91200)	153,000	60,000	-	172,748	30,854	9,398	81.10%
<b>Total County General</b>	<b>\$ 20,830,277</b>	<b>\$ 8,562,294</b>	<b>\$ 1,330,502</b>	<b>\$ 21,566,906</b>	<b>\$ 1,123,434</b>	<b>\$ 6,702,231</b>	<b>73.38%</b>
<b>COURTHOUSE/JAIL MAINT. (112)</b>							
Other Charges (58400)	\$ 1,450		\$ 91	\$ 1,128	\$ -	\$ 322	77.77%
Transfers Out (99100)	135,000	-	120,000	120,000	-	15,000	88.89%
<b>Total Courthouse/Jail Maintenance</b>	<b>\$ 136,450</b>	<b>\$ -</b>	<b>\$ 120,091</b>	<b>\$ 121,128</b>	<b>\$ -</b>	<b>\$ 15,322</b>	<b>88.77%</b>

FUND CATEGORY	ORIGINAL BG FY 22/23	AMENDED FY 22/23	EXPENDED MAY	EXPENDED YR TO DATE	CURRENT ENCUMBER	UNENCUMB BALANCE	PERCENT REALIZED
<b>LIBRARY (115)</b>							
Libraries (56500)	\$ 411,363	\$ 14,644	\$ 52,935	\$ 360,055	\$ 16,503	\$ 49,449	84.52%
Other Charges (58400)	43,995	4,250	323	38,096	220	9,929	78.96%
Social, Cultural & Rec Proj (91150)	-	43,000	-	43,000	-	-	100.00%
Operating Transfer (99110)	3,000	-	-	3,000	-	-	100.00%
<b>Total Library</b>	<b>\$ 458,358</b>	<b>\$ 61,894</b>	<b>\$ 53,258</b>	<b>\$ 444,151</b>	<b>\$ 16,722</b>	<b>\$ 59,378</b>	<b>85.37%</b>
<b>SOLID WASTE (116)</b>							
Sanitation Educ./Info. (55720)	\$ 3,200	\$ -	\$ -	\$ 3,196	\$ -	\$ 5	99.86%
Convenience Centers (55732)	399,887	-	23,883	276,352	47,671	75,864	69.11%
Transfer Station (55733)	2,600,923	150,649	130,118	1,634,773	889,918	226,881	59.41%
Post closure Care Costs (55770)	10,000	-	542	(8,028)	9,285	8,743	-80.28%
Other Charges (58400)	113,323	-	-	101,981	23	11,319	89.99%
Operating Transfers (99100)	3,803	-	-	3,803	-	-	100.00%
<b>Total Solid Waste</b>	<b>\$ 3,131,136</b>	<b>\$ 150,649</b>	<b>\$ 154,543</b>	<b>\$ 2,012,076</b>	<b>\$ 946,897</b>	<b>\$ 322,811</b>	<b>61.31%</b>
<b>Local Purpose (Rural Fire 120)</b>							
Fire Prevention & Control (54310)	\$ 716,500	\$ -	\$ 138	\$ 495,741	\$ 130,686	\$ 90,073	69.19%
Other Charges (58400)	15,000	-	638	14,727	-	273	98.18%
<b>Total Local Purpose</b>	<b>\$ 731,500</b>	<b>\$ -</b>	<b>\$ 776</b>	<b>\$ 510,468</b>	<b>\$ 130,686</b>	<b>\$ 90,346</b>	<b>69.78%</b>
<b>Drug Control Fund (122)</b>							
Drug Enforcement (54150)	\$ 71,500	-	\$ 917	\$ 26,795	\$ 15,553	\$ 29,152	37.48%
Other Charges (58400)	825	-	138	270	-	555	32.74%
<b>Total Drug Control</b>	<b>\$ 72,325</b>	<b>\$ -</b>	<b>\$ 1,055</b>	<b>\$ 27,065</b>	<b>\$ 15,553</b>	<b>\$ 29,707</b>	<b>37.42%</b>
<b>HIGHWAY (131)</b>							
Administration (61000)	\$ 388,168	\$ -	\$ 26,564	\$ 316,830	\$ 3,420	\$ 67,918	81.62%
Highway Maintenance (62000)	1,165,839	9,544	89,284	848,318	35,104	291,960	72.17%
Operations & Maintenance (63100)	338,851	35,000	38,561	267,451	76,636	29,764	71.54%
Quarry Operations (63400)	382,500	20,456	21,899	278,417	40,785	83,754	69.09%
Other Charges (65000)	292,104	-	3,879	201,815	2,641	87,648	69.09%
Capital Outlay (68000)	1,717,500	2,298,782	766,897	1,104,688	2,044,730	866,864	27.51%
Highways & Streets (82120)	30,000	18,390	(30,000)	48,390	-	0	100.00%
Highways & Streets (82220)	4,196	907	(2,098)	5,102	-	1	99.98%
Transfers Out (99100)	3,803	60,000	-	63,803	-	-	100.00%
<b>Total Highway</b>	<b>\$ 4,322,960</b>	<b>\$ 2,443,078</b>	<b>\$ 914,986</b>	<b>\$ 3,134,814</b>	<b>\$ 2,203,316</b>	<b>\$ 1,427,908</b>	<b>46.33%</b>
<b>School General Fund (141)</b>							
<b>Instruction</b>							
Regular Instruction (71100)	\$ 22,308,482	\$ (56,566)	\$ 1,876,407	\$ 15,770,939	\$ 761,840	\$ 5,719,137	70.87%
Alternative School (71150)	222,653	200	21,854	168,169	662	54,022	75.46%
Special Education Program (71200)	4,018,622	(187,122)	302,356	2,667,103	455	1,163,941	69.61%
Vocational Education Program (71300)	1,652,377	2,365,578	148,752	1,145,818	55,600	2,816,538	28.52%
Student Body Education Prog (71400)	588,938	(5,503)	86,253	468,727	17,867	96,840	80.34%
<b>Support</b>							
Attendance (72110)	\$ 258,781	-	\$ 15,567	\$ 177,873	\$ 2,222	\$ 78,686	68.73%
Health Services (72120)	640,423	14,999	50,659	451,656	2,633	201,133	68.91%
Other Support Services (72130)	1,240,971	323,849	101,141	997,587	65,057	502,176	63.75%
Regular Instruction (72210)	1,431,876	18,253	107,604	1,063,808	3,417	382,903	73.36%
Special Educ Program (72220)	721,844	144,437	120,153	613,957	40,470	211,854	70.87%
Vocational Educ Prog (72230)	142,775	-	10,584	106,180	3,235	33,360	74.37%
Education Technology (72250)	1,330,786	144,276	87,548	976,357	300,904	197,801	66.19%
Other Programs (72290) OPEB	210,000	78,709	6,055	59,819	-	228,890	20.72%
Board of Education (72310)	1,227,120	(24,820)	18,721	1,054,128.77	5,743	142,428	87.68%
Director of Schools (72320)	384,826	10,000	34,107	310,895	9,411	74,520	78.74%
Office of Principals (72410)	2,693,045	-	219,367	2,024,995	-	668,050	75.19%
Fiscal Services (72510)	11,561	-	-	11,561	-	-	100.00%
Human Resources (72520)	275,031	1,020	20,361	241,767	4,870	29,414	87.58%
Operation of Plant (72610)	3,749,212	(18,390)	223,797	3,045,707	22,181	662,934	81.64%
Maintenance of Plant (72620)	1,404,035	138,521	149,457	912,975	506,559	123,023	59.19%
Transportation (72710)	2,987,393	200,227	318,879	2,681,413	51,685	454,522	84.12%
Central & Other (72810)	133,397	21,083	9,819	88,855	-	65,625	57.52%

FUND CATEGORY	ORIGINAL BG FY 22/23	AMENDED FY 22/23	EXPENDED MAY	EXPENDED YR TO DATE	CURRENT ENCUMBER	UNENCUMB BALANCE	PERCENT REALIZED
<b>Non-Instructional</b>							
Community Services (73300)	\$ 536,036	\$ 1,059,308	\$ 70,463	\$ 735,262	\$ 365,329	\$ 494,753	46.09%
Early Childhood Education (73400)	1,153,769	(221,299)	83,370	740,780	14,284	177,407	79.44%
<b>Capital Outlay &amp; Debt Service</b>							
Capital Outlay (76100)	500,000	448,513	90,781	221,987	206,015	520,510	23.40%
Transfers Out (99100)	-	3,621,043	-	3,621,043	-	-	100.00%
<b>Total School General Fund</b>	<b>\$ 49,823,953</b>	<b>\$ 8,076,315</b>	<b>\$ 4,174,054</b>	<b>\$ 40,359,363</b>	<b>\$ 2,440,439</b>	<b>\$ 15,100,467</b>	<b>69.70%</b>
<b>School Federal Projects Fund (142)</b>							
Regular Instruction (71100)	\$ 6,210	\$ 4,978,417	\$ 222,093	\$ 2,099,926	\$ 152,020	\$ 2,732,681	42.13%
Special Education Program (71200)	833,368	570,248	166,501	1,040,621	69,454	293,542	74.14%
Vocational Education Program (71300)	45,000	45,294	318	85,097	5,663	(466)	94.24%
Health Services (72120)	-	312,346	94,374	198,103	74,523	39,720	63.42%
Other Support Services (72130)	34,999	497,452	64,357	178,767	4,118	349,566	33.57%
Regular Instruction (72210)	378,963	1,126,459	105,273	805,411	210,091	489,921	53.50%
Special Educ Program (72220)	337,648	466,947	202,464	403,621	120,129	280,843	50.16%
Vocational Educ Prog (72230)	-	4,400	100	4,017	-	383	91.30%
Operation of Plant (72610)	-	2,691,526	446,280	1,926,731	359,335	405,459	71.59%
Maintenance of Plant (72620)	-	198,139	-	116,096	18,000	64,042	58.59%
Transportation (72710)	255,916	78,010	15,661	267,287	-	66,639	80.04%
Food Service (73100)	-	2,419	-	-	-	2,419	0.00%
Capital Outlay (76100)	-	3,736,421	22,988	158,479	3,277,611	300,331	4.24%
<b>Total Federal Projects Fund</b>	<b>\$ 1,892,105</b>	<b>\$ 14,708,078</b>	<b>\$ 1,340,407</b>	<b>\$ 7,284,157</b>	<b>\$ 4,290,945</b>	<b>\$ 5,025,081</b>	<b>43.88%</b>
<b>Centralized Cafeteria Fund (143)</b>							
Food Service (73100)	\$ 3,916,129	\$ 5,611	335,192	\$ 2,795,565	\$ 369,294	\$ 756,881	71.28%
<b>Total Centralized Cafeteria</b>	<b>\$ 3,916,129</b>	<b>\$ 5,611</b>	<b>\$ 335,192</b>	<b>\$ 2,795,565</b>	<b>\$ 369,294</b>	<b>\$ 756,881</b>	<b>71.28%</b>
<b>General Debt Service (151)</b>							
General Government Debt (82110)	\$ 2,318,964	-	\$ 1,932,307	\$ 3,094,738	\$ -	\$ (775,774)	133.45%
Highway & Streets Debt (82120)	35,695	-	32,098	32,098	-	3,598	89.92%
Education Debt (82130)	3,204,019	-	236,625	2,418,959	750	784,309	75.50%
<b>Total General Debt Service</b>	<b>\$ 5,558,678</b>	<b>\$ -</b>	<b>\$ 2,201,030</b>	<b>\$ 5,545,795</b>	<b>\$ 750</b>	<b>\$ 12,133</b>	<b>99.77%</b>
<b>School Capital Projects Fund (177)</b>							
Education Capital Proj (91300)	\$ 6,938,510	\$ -	\$ 1,277,225	\$ 2,090,048	\$ 4,848,462	\$ (0)	30.12%
<b>Total School Capital Projects</b>	<b>\$ 6,938,510</b>	<b>\$ -</b>	<b>\$ 1,277,225</b>	<b>\$ 2,090,048</b>	<b>\$ 4,848,462</b>	<b>\$ (0)</b>	<b>30.12%</b>
<b>Other Capital Projects Fund (178)</b>							
Highway & Street Capital Proj (91200)	\$ 8,610	\$ -	\$ -	\$ 8,610	\$ -	\$ -	100.00%
<b>Total Other Capital Projects</b>	<b>\$ 8,610</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 8,610</b>	<b>\$ -</b>	<b>\$ -</b>	<b>100.00%</b>

## Franklin Co Trustee's Interest Earned Analysis & Comparison

June, 2023

### Current Amt Invested in the Following:

<b>CD</b>	\$ 13,000,000	<b>Interest Bearing Check/Savings</b>	\$ 24,799,481	<b>Mutual Funds</b>	\$ -
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**Gross Interest Earned for the Month of Jun** \$ 131,571.56

Fund Number	Fund Title	Gross Collections	<b>Trustee Fee Admin Fee 2%</b>	Net Fund Collections
101	County General	\$ 9,326.15	\$ (186.52)	\$ 9,139.63
115	Library	\$ 1,295.84	\$ (25.92)	\$ 1,269.92
131	Highway	\$ 138.70	\$ (2.77)	\$ 135.93
141	Schools General	\$ 4,146.07	\$ (82.92)	\$ 4,063.15
151	General Debt Service	\$ 116,664.80	\$ (2,333.30)	\$ 114,331.50
<b>Total</b>		<b>\$ 131,571.56</b>	<b>\$ (2,631.43)</b>	<b>\$ 128,940.13</b>

### Interest Revenue Monthly Fiscal Comparison

	County	Library	Highway	Schools	Gen Debt
Jun-22	\$ 658.07	\$ 65.12	\$ 23.49	\$ 1,243.93	\$ 26,367.59
Jun-23	\$ 9,139.63	\$ 1,269.92	\$ 135.93	\$ 4,063.15	\$ 114,331.50
Over/Under	\$ 8,481.56	\$ 1,204.80	\$ 112.44	\$ 2,819.22	\$ 87,963.92

### Interest Year to Date Revenue Fiscal Comparison

	County	Library	Highway	Schools	Gen Debt
2021/22	\$ 6,142.61	\$ 690.80	\$ 274.09	\$ 14,470.40	\$ 247,655.40
2022/23	\$ 70,883.33	\$ 3,567.80	\$ 923.90	\$ 27,567.45	\$ 883,944.96
Over/Uner	\$ 64,740.72	\$ 2,877.00	\$ 649.81	\$ 13,097.05	\$ 636,289.56

### Fiscal Year 2022/23 Appropriations 44110 Interest Earned

	Appropriation	Collected	% Collected	Balace to Collect
101 County General (OPEB)	\$ 5,500	\$ 70,883	1288.79%	\$ (65,383)
115 Library	\$ 500	\$ 3,568	713.56%	\$ (3,068)
131 Highway (OPEB)	\$ 530	\$ 924	174.32%	\$ (394)
141 School General Fund (OPEB)	\$ 15,000	\$ 27,567	183.78%	\$ (12,567)
151 General Debt Service	\$ 280,000	\$ 883,945	315.69%	\$ (603,945)

## Local Option Sales Tax Analysis & Comparison

May 2023 (Received in June)

County/City	Gross Franklin County Collections	State Admin Fee 1.125%	Net Franklin County Collections	County Revenue (Co 100%) (City 50%)	Cities Revenue is Less 1% Trustee Admin
<b>**Franklin County</b>	269,559.35	(3,032.54)	266,526.81	266,526.81	-
Winchester	639,712.26	(7,196.76)	632,515.50	316,257.75	313,095.17
Cowan	31,523.64	(354.64)	31,169.00	15,584.50	15,428.65
Decherd	194,129.44	(2,183.96)	191,945.48	95,972.74	95,013.01
Estill Springs	50,691.13	(570.28)	50,120.85	25,060.43	24,809.82
Huntland	23,856.89	(268.39)	23,588.50	11,794.25	11,676.31
Tullahoma - FC	18,082.30	(203.43)	17,878.87	8,939.44	8,850.04
Monteagle - FC	1,498.48	(16.86)	1,481.62	740.81	733.40
<b>Total</b>	<b>1,229,053.49</b>	<b>-13,826.85</b>	<b>1,215,226.64</b>	<b>741,392.56</b>	<b>469,606.42</b>

### Local Option Sales Tax Monthly Revenue Fiscal Comparison

May-22 781,652  
May-23 741,393

\*Note Franklin County received an additional \$515.78 & This includes the new Online Sales that is not listed on the Monthly Colunty Local Option Data

Over/Under (40,260)

### Local Option Sales Tax Year to Date Revenue Fiscal Comparison

2021/22 7,954,127  
2022/23 8,366,862

Over/Uner 412,735

### FY 2022/23 Sales Tax Appropriations

	Appropriation	Collected	% Collected	Balance to Collect
141 General Schools	7,090,000	6,777,389	95.59%	312,611
151 General Debt Service	1,630,000	1,589,473	97.51%	40,527

Fund 156 receives overages of collections from Fund 141

## **Finance Committee**

**June 6, 2023**

**The Finance Committee met in the community room, meeting was called to order by Mayor Guess, at 6:00 P.M.**

**Members Present:** David Eldridge, Scottie Riddle, Carolyn Wiseman, Dale Schultz, Luke McCurry and Mayor, Chris Guess; Andrea Smith- Ex Officio;

**Other Present:** Jenny Phillips, Secretary; Willian Anderson, FCSW; Glenn Summers, Commissioner; Heather Morgan, HR Director; Tyler Bauer, Commissioner; Dan Sidley; Mike Cunningham, Mayors Office; Ricky Jones; Brandi Jones; Jason Jones; Jan Lappin; Hilton Marlin; Tina Sander, Co Clerk; Denise Marshall, Reg of Deeds; Lana Blankenship; Cindy Payne; Scotty McKay, Sherriff Dept; Angie Fuller

1. **\*Motion** by Riddle, second by McCurry to receive and file the Finance Minutes from April 6, May 23, 25 and June 1, 2023. The vote resulted in all Ayes, motion carried.
2. **\*Motion** by Riddle, second my McCurry to both combine and receive and file: Sales Tax Report March & April 2023; Trustee Interest Report April & May 2023; Finance Director's Report March & April 2023; 3<sup>rd</sup> Quarter Finance Reports all funds; Inter-Category Amendments 4/1-5/31/23. The vote resulted in all Ayes, motion carried.
3. **\*Motion** by McCurry, second by Schultz to approve and send to the commission with recommendation the Highway Budget Amendment (5/18/23). The vote resulted in all Ayes, motion carried.
4. **\*Motion** by Riddle, second by McCurry to both combine and approve and send to the commission with recommendations: School Gen Budget Amendment a (BOE 5/8/23); School Gen Budget Amendment b (6/12/23); School Gen Budget Amendment c (BOE 6/12/23); School Gen Budget Amendment d (BOE 5/8/23). The vote resulted in all Ayes, motion carried.
5. **\*Motion** by McCurry, second by Wiseman to approve and send to the commission with recommendations Solid Waste Fund Budget Amendment. The vote resulted in all Ayes, motion carried.
6. **\*Motion** by Schultz, second by Riddle to approve and send to the commission with recommendations CT-0253 Form BOE EESI State Loan. The vote resulted in all Ayes, motion carried.
7. **\*Motion** by Schultz, second by Wiseman to approve and send to the commission with recommendations Solid Waste Inter-fund Tax Anticipation Note Inter-fund Transfer. The vote resulted in all Ayes, motion carried.
8. **\*Motion** by Wiseman, second by Schultz to receive and file Finance Policy & Procedures, Changes Regarding Purchasing Agent. The vote resulted in all Ayes, motion carried.
9. **\*Motion** by Eldridge, second by Wiseman to approve and send to the commission with recommendations slight changes presented in the FC Consolidated Budget FY24; Library Salary line that was missed and Revenue changes to the 151-General Debt Service Fund. The vote resulted in all Ayes, motion carried.
10. **\*Motion** by McCurry, second by Schultz to approve and send to the commission with recommendations the FC Consolidated Budget Appropriation Resolution FY24. The voted resulted in all Ayes, motion carried.
11. **\*Motion** by Eldridge, second by McCurry to approve and send to the commission with recommendation FC Consolidated Budget Tax Levy Resolution FY24. The vote resulted in all Ayes, motion carried.
12. **\*Motion** by Riddle, second by McCurry to approve and send to the commission with recommendations the Resolutions for Disposition of Modena Rd Property. The vote resulted in all Ayes, motion carried.

13. William Anderson, Supervisor over the Pavilion's, suggested to partner with a relator to gauge interest in the SMTAP for 6-9 months, with the cost for advertising not to exceed \$25,000.00. Commissioner Wiseman expressed her desire to wait for TRANE to find out the cost to repair the pavilion would be prior to signing into any contract with a relator, Mayor Guess agreed. The committee gave authorization to Mayor Guess to add the SMTAP to the TRANE project preliminary estimate. Commissioner Eldridge has requested a copy of the TRANE Savings Plan.
14. **\*Motion** by Riddle, second by McCurry to approve and send to the commission with recommendations the School Gen Budget Amendment handout. The vote resulted in all Ayes,
15. **\*Motion** by Riddle, second by McCurry to dismiss at 6:21pm. The vote resulted in all Ayes, motion carried.

Respectfully Submitted

Mayor, Chris Guess  
CG/jp

Franklin County Board of Commissioners

Legislative Committee

June 6, 2023

The Legislative Committee met at the Franklin County Annex Building in the Community Room and the meeting was called to order at 5:00PM by Chairman Eldridge.

**MEMEBERS PRESENT:** Chairman David Eldridge, Tyler Bauer, Dale Schultz, Glenn Summers, Grant Benere

**OTHERS PRESENT:** Sharon Byrum- Secretary, Mayor Chris Guess, Brian Justice- Herald Chronicle, Tina Sanders- County Clerk, Denise Marshall- Register of Deeds, Billy Anderson- County Commissioner, Mike Cunningham- Director of Economic Development

Chairman Eldridge asked for a motion to approve minutes from the April 6, 2023 meeting.

• ***Motion to approve April 6, 2023 minutes made by Schultz, Second by Bauer. All Ayes.***

• ***Motion made by Benere, Second by Summers to approve the addition to Private Road list in Franklin County. All Ayes.***

• ***Motion made by Schultz, Second by Bauer to approve 25 Notary Applications. All Ayes.***

Chairman Eldridge turned the floor over to Mayor Guess to discuss the Nuisance Law Resolution that was being brought before the Legislative Committee. Mayor Guess shared that the Nuisance Laws are listed on our County Website for the Public to view and encourages everyone to view them. Mayor Guess reiterated that these codes are not a HOA and certain things are exempt from these codes including farms, etc. He stated that HOA's are more for the aesthetics and the Nuisance Laws are for Health and Safety of our Community.

Chairman Eldridge opened the floor to the Public for comments. No comments were received from the Public.

Several Committee members vocalized different opinions on the Nuisance Laws and recommended sending it to the full County Commission as a whole to decide.

• ***Motion made by Bauer, Second by Summer to approve and move to full County Commission, Second by Summers. 4 Ayes (Bauer, Summers, Benere, Eldridge), 1 Nay (Schultz) Motion carried***



Next Legislative Meeting will be held on July 6, 2023.

◆**Motion made by Bauer, Second by Summers to adjourn the meeting at 5:27PM.**

  
**David Eldridge, Chairman**

DE/sb

**CHANCERY COURT**  
**SUMMARY OF QUARTERLY REPORTS**  
**FOURTH QUARTER 2022-2023**

**Franklin County**

24000 (Litigation Tax, Delinquent Taxes, Officer Costs, Data)	\$ 209,807.43
29900 (Fees and Commissions)	40,569.61
TOTAL	\$ <u>250,377.04</u>

This 30<sup>th</sup> day of June, 2023.

  
\_\_\_\_\_  
Tappy Bailey  
Clerk & Master

Franklin Co General Sessions Court  
 Annual Financial Report  
 For The Year Ended June 30, 2023

Acct #	Description	Beginning Balance	Adjustments	Receipts	Disbursements	Commission Transfers	Ending Balance
<b>Fund: 904 General Sessions Court Clerk</b>							
23000	Due To State Of Tennessee	0.00	788.12	127,554.98	-121,058.62	-7,284.48	0.00
23111	Litigation Tax	0.00	130.62	19,512.48	-19,034.57	-608.53	0.00
23180	Criminal Injuries Compensation Tax	0.00	-25.00	3,293.50	-3,193.15	-75.35	0.00
23220	Game And Fish Fines And Costs	0.00	-20.00	264.00	-244.00	0.00	0.00
23300	Secretary Of State - Notary Commissions	0.00	96.50	23,300.83	-22,227.38	-1,169.95	0.00
23400	Department Of Safety	0.00	52.50	2,876.25	-2,782.26	-146.49	0.00
23600	Tenn Bureau Of Investigation	0.00	0.00	58.00	-55.10	-2.90	0.00
23800	Motor Vehicle Enforcement	38.83	564.86	21,761.63	-20,811.43	-1,089.06	464.83
23900	Other Funds Due State						
	<b>Totals:</b>	38.83	1,587.60	198,621.67	-189,406.51	-10,376.76	464.83
<b>Fund: 24000 Due To County Trustee</b>							
24140	Litigation Tax - General	0.00	269.75	260,956.13	-243,593.11	-17,632.77	0.00
24310	County Fines	0.00	2,638.50	15,694.75	-17,416.54	-916.71	0.00
24330	Drug Fines	0.00	-88.00	5,317.50	-4,967.99	-261.51	0.00
24340	County Game And Fish Fines	0.00	-5.00	758.50	-678.15	-75.35	0.00
24360	Officers Costs	0.00	194.80	61,274.73	-58,395.24	-3,073.49	0.00
24370	Jail Fees	0.00	112.50	7,315.92	-7,056.97	-371.45	0.00
24380	District Attorney General Fees	0.00	75.00	3,355.00	-3,258.47	-171.53	0.00
24490	Other Collections	0.00	177.75	31,112.50	-30,757.88	-532.37	0.00
	<b>Totals:</b>	0.00	3,374.50	385,785.03	-366,124.35	-23,035.18	0.00
<b>Fund: 25000 Due To Cities</b>							
25210	City Fines	0.00	500.00	18,801.00	-18,335.89	-965.11	0.00
25220	Drug Fines	0.00	-99.00	9,669.00	-9,091.47	-478.53	0.00
25230	Officers Costs	0.00	269.25	16,317.55	-15,757.41	-829.39	0.00
	<b>Totals:</b>	0.00	670.25	44,787.55	-43,184.77	-2,273.03	0.00
<b>Fund: 26000 Due To Litigants, Heirs And Others</b>							
26100	Court Funds And Costs	13,366.77	5,941.46	682,167.92	-690,316.66	0.00	11,159.49
26200	Officers' Costs - Non-County	0.00	484.00	3,673.00	-4,157.00	0.00	0.00
26700	Cash Bonds	11,100.00	-10,973.50	135,800.00	-85,326.50	0.00	50,600.00
	<b>Totals:</b>	24,466.77	-4,548.04	821,640.92	-779,800.16	0.00	61,759.49
<b>Fund: 28000 Other Credits</b>							
29900	Fee/commission Account	250.00	-347.74	193,153.06	-228,490.29	35,684.97	250.00
	<b>Totals:</b>	250.00	-347.74	193,153.06	-228,490.29	35,684.97	250.00
	<b>Fund Totals:</b>	24,755.60	736.57	1,643,988.23	-1,607,006.08	0.00	\$62,474.32

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**Summary of Assets:**

Cash In Bank	\$22,395.19	\$60,107.58
Cash On Hand	\$250.00	\$250.00
Investments	\$2,110.41	\$2,116.74
<b>Totals:</b>	<b>\$24,755.60</b>	<b>\$62,474.32</b>

This report is submitted in accordance with requirements of Section 5-8-505 and/or 67-5-1902, Tennessee Code Annotated, and to the best of my knowledge and belief accurately reflects transactions of this office for the year ended June 30, 2023.



(Signature)



(Title)



(Date)

Franklin County Circuit Court  
 Annual Financial Report  
 For The Year Ended June 30, 2023

Acct #	Description	Beginning Balance	Adjustments	Receipts	Disbursements	Commission Transfers	Ending Balance
<b>Fund: 902 Circuit Court Clerk</b>							
23000 Due To State Of Tennessee							
23111	Litigation Tax	0.00	-83.00	30,209.14	-28,515.40	-1,610.74	0.00
23180	Criminal Injuries Compensation Tax	0.00	0.00	2,743.71	-2,690.71	-53.00	0.00
23300	Secretary Of State - Notary Commissions	0.00	0.00	20.00	-20.00	0.00	0.00
23400	Department Of Safety	0.00	0.00	376.50	-357.64	-18.86	0.00
23600	Tenn Bureau Of Investigation	0.00	0.00	358.75	-340.79	-17.96	0.00
23900	Other Funds Due State	3,784.54	1,362.50	3,089.50	-6,681.06	-152.48	1,403.00
	<b>Totals:</b>	<u>3,784.54</u>	<u>1,279.50</u>	<u>36,797.60</u>	<u>-38,605.60</u>	<u>-1,853.04</u>	<u>1,403.00</u>
24000 Due To County Trustee							
24140	Litigation Tax - General	0.00	-108.00	16,202.68	-15,008.30	-1,086.38	0.00
24310	County Fines	0.00	-50.00	2,561.75	-2,386.15	-125.60	0.00
24330	Drug Fines	0.00	0.00	375.00	-356.25	-18.75	0.00
24360	Officers Costs	0.00	-63.00	21,862.67	-20,713.92	-1,085.75	0.00
24370	Jail Fees	0.00	-16.75	5,603.04	-5,306.95	-279.34	0.00
24380	District Attorney General Fees	0.00	-8.50	829.50	-779.93	-41.07	0.00
24490	Other Collections	0.00	-42.00	4,842.03	-4,672.81	-127.22	0.00
	<b>Totals:</b>	<u>0.00</u>	<u>-288.25</u>	<u>52,276.67</u>	<u>-49,224.31</u>	<u>-2,764.11</u>	<u>0.00</u>
25000 Due To Cities							
25210	City Fines	0.00	0.00	4,872.50	-4,628.86	-243.64	0.00
25220	Drug Fines	0.00	0.00	5,377.13	-5,108.27	-268.86	0.00
25230	Officers Costs	0.00	-5.00	3,218.25	-3,052.56	-160.69	0.00
	<b>Totals:</b>	<u>0.00</u>	<u>-5.00</u>	<u>13,467.88</u>	<u>-12,789.69</u>	<u>-673.19</u>	<u>0.00</u>
26000 Due To Litigants, Heirs And Others							
26100	Court Funds And Costs	852,648.13	-44,389.30	218,229.49	-214,573.51	-645.72	811,269.09
26200	Officers' Costs - Non-County	0.00	0.00	309.25	-309.25	0.00	0.00
26300	Alimony/child Support	0.00	-100.00	46,496.37	-46,396.37	0.00	0.00
26700	Cash Bonds	2,500.00	0.00	20,000.00	-5,000.00	0.00	17,500.00
	<b>Totals:</b>	<u>855,148.13</u>	<u>-44,489.30</u>	<u>285,035.11</u>	<u>-266,279.13</u>	<u>-645.72</u>	<u>828,769.09</u>
28000 Other Credits							
29900	Fcc/commission Account	250.00	-789.03	148,932.98	-154,080.01	5,936.06	250.00
	<b>Totals:</b>	<u>250.00</u>	<u>-789.03</u>	<u>148,932.98</u>	<u>-154,080.01</u>	<u>5,936.06</u>	<u>250.00</u>
	<b>Fund Totals:</b>	<u>859,182.67</u>	<u>-44,292.08</u>	<u>536,510.24</u>	<u>-520,978.74</u>	<u>0.00</u>	<u>\$830,422.09</u>

HC

Acct #	Description	Beginning Balance	Adjustments	Receipts	Disbursements	Commission Transfers	Ending Balance
<b>Fund: 906 Juvenile Court Clerk</b>							
23000	Due To State Of Tennessee						
23111	Litigation Tax	0.00	0.00	400.00	-380.00	-20.00	0.00
23220	Game And Fish Fines And Costs	0.00	0.00	27.00	-27.00	0.00	0.00
23300	Secretary Of State - Notary Commissions	0.00	-62.00	162.00	-100.00	0.00	0.00
23900	Other Funds Due State	22.00	0.00	240.00	-250.00	-12.00	0.00
	<b>Totals:</b>	22.00	-62.00	829.00	-757.00	-32.00	0.00
<b>Fund: 24000 Due To County Trustee</b>							
24310	County Fines	0.00	0.00	104.00	-98.80	-5.20	0.00
24320	Juvenile Fines	0.00	0.00	175.00	-166.25	-8.75	0.00
24360	Officers Costs	0.00	-24.00	3,022.00	-2,848.10	-149.90	0.00
24490	Other Collections	0.00	-2.00	2.00	0.00	0.00	0.00
	<b>Totals:</b>	0.00	-26.00	3,303.00	-3,113.15	-163.85	0.00
<b>Fund: 26000 Due To Litigants, Heirs And Others</b>							
26100	Court Funds And Costs	10,664.36	-6,476.39	9,514.42	-7,975.04	-51.83	5,675.52
26200	Officers' Costs - Non-County	0.00	-40.00	1,006.00	-966.00	0.00	0.00
26300	Alimony/Child Support	0.00	-388.00	53,633.13	-53,245.13	0.00	0.00
26700	Cash Bonds	0.00	0.00	1,500.00	-1,500.00	0.00	0.00
	<b>Totals:</b>	10,664.36	-6,904.39	65,653.55	-63,686.17	-51.83	5,675.52
<b>Fund: 28000 Other Credits</b>							
29900	Fec/Commission Account	100.00	-921.00	29,357.50	-28,684.18	247.68	100.00
	<b>Totals:</b>	100.00	-921.00	29,357.50	-28,684.18	247.68	100.00
	<b>Fund Totals:</b>	10,786.36	-7,913.39	99,143.05	-96,240.50	0.00	\$5,775.52

**Summary of Assets:**

Cash In Bank	\$1,022.00	\$2,500.00
Cash On Hand	\$100.00	\$100.00
Investments	\$9,664.36	\$3,175.52
<b>Totals:</b>	<b>\$10,786.36</b>	<b>\$5,775.52</b>

This report is submitted in accordance with requirements of Section 5-8-505 and/or 67-5-1902, Tennessee Code Annotated, and to the best of my knowledge and belief accurately reflects transactions of this office for the year ended June 30, 2023.

*Tabetha*  
(Signature)

*Circuit Court Clerk*  
(Title)

*7-5-23*  
(Date)

FISCAL YEAR 2023 - PERIOD ENDING 06/30/2023  
YEAR FORMAT

ACCT	DESCRIPTION	BEGINNING BALANCE	GENERAL	RECEIPTS	DISBURSEMENTS	COMMISSIONS	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCE
21000	CURRENT LIABILITIES	.00	.00	.00	.00	.00	.00	.00	.00
21420	ESCROW	.00	.00	.00	.00	.00	.00	.00	.00
	*** SUB-TOTAL ***								
22000	OTHER LIABILITIES	.00	.00	.00	.00	.00	.00	.00	.00
22100	BUSINESS TAX REV/GROSS RECEIPT	.00	.00	.00	.00	.00	.00	.00	.00
22101	BUSINESS TAX INTEREST	.00	.00	.00	.00	.00	.00	.00	.00
22102	BUSINESS TAX PENALTY	.00	.00	.00	.00	.00	.00	.00	.00
22103	BUSINESS TAX ADJUSTMENTS	.00	.00	.00	.00	.00	.00	.00	.00
22500	BUSINESS TAX - STATE GROSS	.00	.00	.00	.00	.00	.00	.00	.00
22501	BUSINESS TAX - STATE INTEREST	.00	.00	.00	.00	.00	.00	.00	.00
22502	BUSINESS TAX - STATE PENALTY	.00	.00	.00	.00	.00	.00	.00	.00
22503	BUSINESS TAX - STATE ADJUSTS	.00	.00	.00	.00	.00	.00	.00	.00
	*** SUB-TOTAL ***								
23000	DUE TO STATE OF TENNESSEE	.00	.00	.00	.00	.00	.00	.00	.00
23110	BUSINESS TAX DUE STATE	.00	.00	.00	.00	.00	.00	.00	.00
23111	LITIGATION TAX - STATE	.00	.00	.00	.00	.00	.00	.00	.00
23130	STATE SALES TAX - AUTO	.00	.00	2,393,653.54	2,273,970.85	119,682.69	.00	.00	.00
23131	LOCAL SALES TAX - AUTO	.00	.00	115,654.48	109,871.76	5,782.72	.00	.00	.00
23132	STATE SALES TAX - BOAT	.00	.00	259,200.76	246,240.73	12,960.03	.00	.00	.00
23133	LOCAL SALES TAX - BOAT	.00	.00	15,000.92	14,250.87	750.05	.00	.00	.00
23134	AUTO-STATE SINGLE ARTICLE	.00	.00	87,311.91	82,946.32	4,365.59	.00	.00	.00
23135	BOAT-STATE SINGLE ARTICLE	.00	.00	10,593.17	10,158.52	534.65	.00	.00	.00
23145	MFG HOME INSTALLATION PERMITS	.00	.00	444.00	444.00	.00	.00	.00	.00
23150	MARRIAGE LICENSE DUE STATE	.00	.00	4,320.00	4,104.00	216.00	.00	.00	.00
23151	STATE PREMARITAL TRAINING	.00	.00	13,980.00	13,980.00	.00	.00	.00	.00
23160	MVD - STATE REGISTRATIONS	.00	.00	526,775.19	526,775.19	.00	.00	.00	.00
23163	EVS NOTICE STATE	.00	.00	6,750.00	6,750.00	.00	.00	.00	.00
23165	MVD - RENEWALS	.00	.00	446,486.25	446,486.25	.00	.00	.00	.00
23168	Electric Vehicle Fee	.00	.00	4,816.50	4,816.50	.00	.00	.00	.00
23170	MVD - TITLE APPL - STATE	.00	.00	119,359.50	119,359.50	.00	.00	.00	.00
23171	REPLACE TITLES/NOTING OF LIEN	.00	.00	.00	.00	.00	.00	.00	.00
23175	RETIREMENT	.00	.00	.00	.00	.00	.00	.00	.00
23300	NOTARY COMMISSIONS	-45.00	.00	515.00	550.00	.00	.00	.00	-10.00
23405	GUN PERMIT - SAFETY	.00	.00	.00	.00	.00	.00	.00	.00
	*** SUB-TOTAL ***	-45.00	.00	4,004,961.22	3,860,704.49	144,291.73	.00	.00	-10.00
24000	DUE TO COUNTY TRUSTEE	.00	.00	.00	.00	.00	.00	.00	.00
24110	BUSINESS TAX DUE COUNTY	.00	.00	.00	.00	.00	.00	.00	.00
24140	LITIGATION TAX - GENERAL COUNTY	.00	.00	.00	.00	.00	.00	.00	.00
24150	LITIGATION TAX-SPECIAL PURPOSE	.00	.00	.00	.00	.00	.00	.00	.00
24210	MARRIAGE LICENSE - COUNTY	.00	.00	2,880.00	2,736.00	144.00	.00	.00	.00
24221	BEER ANNUAL RENEWALS	.00	.00	2,908.25	2,762.84	145.41	.00	.00	.00
24295	Racetrack License Fee	.00	.00	.00	.00	.00	.00	.00	.00
24296	Racetrack Renewal Fee	.00	.00	.00	.00	.00	.00	.00	.00



YEAR FORMAT  
FISCAL YEAR 2023 - PERIOD ENDING 06/30/2023

ACCT	DESCRIPTION	BEGINNING BALANCE	GENERAL	RECEIPTS	DISBURSEMENTS	COMMISSIONS	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCE
24310	REALITY PROGRAM	.00	.00	.00	.00	.00	.00	.00	.00
24320	JUVENILE FINES	.00	.00	.00	.00	.00	.00	.00	.00
24490	OTHER COUNTY COLLECTIONS	.00	.00	.00	.00	.00	.00	.00	.00
24492	HELPING SCHOOLS	.00	.00	640.00	640.00	.00	.00	.00	.00
	*** SUB-TOTAL ***	.00	.00	6,428.25	6,138.84	289.41	.00	.00	.00
26000	DUE TO LITIGANTS, HEIRS, & OTHERS	.00	.00	.00	.00	.00	.00	.00	.00
26010	ML Speciality Certificate	.00	.00	.00	.00	.00	.00	.00	.00
26300	CHILD SUPPORT DUE FAMILIES	.00	.00	.00	.00	.00	.00	.00	.00
26301	JUVENILE RESTITUTION/PROCESS	.00	.00	.00	.00	.00	.00	.00	.00
26303	INVESTMENTS(HEIRS,LITIG,OTHER)	.00	.00	.00	.00	.00	.00	.00	.00
26310	PUBLICATIONS	.00	.00	.00	.00	.00	.00	.00	.00
26311	REFUNDS	.00	.00	12,531.53	.00	.00	.00	.00	.00
26315	CONTRIBUTIONS - ORGAN DONOR PR	.00	.00	1,600.66	1,600.66	.00	.00	.00	.00
26401	CREDIT CARD FEES - BIS	.00	.00	10,142.25	10,142.25	.00	.00	.00	.00
26405	CREDIT CARD - BANK	.00	.00	21,228.74	21,228.74	.00	.00	.00	.00
	*** SUB-TOTAL ***	.00	.00	45,503.18	45,503.18	.00	.00	.00	.00
29000	FEE & COMMISSION ACCOUNT	-2,754.70	55.40	274,259.08	439,549.22	-144,581.14	-20,764.40	.00	-2,754.70
29900	CLERK'S FEES/COMMISSIONS	.00	.00	42,730.25	42,835.25	.00	-105.00	.00	.00
29901	COMPUTER FEES EARMARK	.00	.00	.00	4,625.65	.00	-4,625.65	.00	.00
29902	DATA PROCESSING FEES EARMARK	.00	.00	4,502.10	4,502.10	.00	.00	.00	.00
29951	TITLE RECAP EARMARKS	.00	.00	1,885.00	3,393.35	.00	-1,508.35	.00	.00
29955	EIVS NOTICE COUNTY EARMARK	.00	.00	38,636.25	38,636.25	.00	.00	.00	.00
29957	EARMARK TITLE LOCAL 3	.00	.00	362,012.68	533,541.82	-144,581.14	-27,003.40	.00	-2,754.70
	*** SUB-TOTAL ***	-2,754.70	55.40	4,418,905.33	4,445,888.33	.00	-27,003.40	.00	-2,764.70
	*** TOTAL ***	-2,799.70	55.40	4,418,905.33	4,445,888.33	.00	-27,003.40	.00	-2,764.70

FRANKLIN COUNTY CLERK  
 GENERAL LEDGER - FINANCIAL REPORT  
 YEAR FORMAT

FISCAL YEAR 2023 - PERIOD ENDING 06/30/2023

ACCT	DESCRIPTION	BEGINNING BALANCE	GENERAL	RECEIPTS	DISBURSEMENTS	COMMISSIONS	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCE
	SUMMARY OF ASSETS:								
	CASH ON HAND	1,275.00							1,275.00
	CITIZENS COMMUNITY BANK	45.00							10.00
	CREDIT CARDS	.00							.00
	RETURN CK RECEIVABLE	1,479.70							1,479.70
	TITLE GIFT VOUCHER	.00							.00
	RENEWAL GIFT VOUCHER	.00							.00
	*** TOTAL ***	2,799.70							2,764.70

THIS REPORT IS SUBMITTED IN ACCORDANCE WITH REQUIREMENTS OF SECTION 5-8-505, AND/OR 67-5-1902, TENNESSEE CODE ANNOTATED, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF ACCURATELY REFLECTS TRANSACTIONS OF THIS OFFICE FOR THE PERIOD ENDING JUNE 30, 2023.

*Tina Sanders*  
 Signature  
 County Clerk  
 Date: July 6, 2023  
 (Title)

This report is to be filed with the County Executive and County Clerk.

Filed July 6, 2023  
 TINA SANDERS  
 FRANKLIN COUNTY CLERK  
 WINCHESTER, TN 37398

**FRANKLIN COUNTY PLANNING & ZONING DEPARTMENT**  
 NO. 1 SOUTH JEFFERSON STREET, COURTHOUSE BASEMENT ROOM 109  
 WINCHESTER, TENNESSEE 37398

**QUARTERLY REPORT**  
 FOR THE FOURTH QUARTER OF FISCAL YEAR 2022 - 2023

	April	May	June
<b>PERMITTED TAXABLE ESTIMATED PROPERTY IMPROVEMENT</b>	<b>\$4,608,760.00</b>	<b>\$7,093,000.00</b>	<b>\$9,720,400.00</b>
<b>TOTAL FEES COLLECTED</b>	<b>\$17,100.00</b>	<b>\$14070.00</b>	<b>\$17740.00</b>
<b>RESIDENTIAL</b>			
# OF PERMITS	21	14	22
\$ OF PERMITS	\$10,000.00	\$7800.00	\$10200.00
<b>COMMERCIAL</b>			
# OF PERMITS	5	1	3
\$ OF PERMITS	\$4400.00	\$800.00	\$2400.00
<b>INDUSTRIAL</b>			
# OF PERMITS	0	0	0
\$ OF PERMITS	\$00.00	\$00.00	\$00.00
<b>ADDITIONS, MISC.</b>			
# OF PERMITS	19	8	14
\$ OF PERMITS	\$1900.00	\$750.00	\$1500.00
<b>CASES</b>			
# OF CASES	7	15	21
\$ OF CASES	\$800.00	\$4720.00	\$3640.00

F.C. BOARD OF ZONING APPEALS MET: April 20, 2023 at 6:00PM  
 May 18, 2023 at 6:00PM  
 June 15, 2023 at 6:00PM

F.C. REGIONAL PLANNING COMMISSION MET: April 25, 2023 at 6:00PM  
 May 30, 2023 at 6:00PM  
 June 27, 2023 at 6:00PM

  
 \_\_\_\_\_  
 Craig Buckner  
 Deputy Building Commissioner

Franklin County, Tennessee  
 Office of The Register of Deeds  
 Financial Report  
 For The Period Of 04/01/2023 - 06/30/2023

Account Description	Beginning Balance	Adjustments	Receipts	Transfers In	Disbursements	Transfers Out	Commission Transfers	Ending Balance
MORTGAGE TAX	0.00	0.00	125991.98	0.00	122968.17	0.00	3023.81	0.00
CONVEYANCE TAX	0.00	0.00	378618.01	0.00	369531.18	0.00	9086.83	0.00
DP FEES	0.00	0.00	4052.00	0.00	4052.00	0.00	0.00	0.00
REGISTER'S FEES	0.00	0.00	809.00	0.00	809.00	0.00	0.00	0.00
RECORDING FEES	-1308.00	-265.59	52117.50	0.00	64828.73	0.00	-12110.64	-973.00
LATE FEES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS FEES	0.00	0.00	156.16	0.00	156.16	0.00	0.00	0.00
REFUNDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OVER/SHORT	0.00	0.00	126.40	0.00	126.40	0.00	0.00	0.00
ESCROW	-1098.51	0.00	746.90	0.00	787.83	0.00	0.00	-1057.58
CR/DB CARD FEES	0.00	0.00	78.91	0.00	78.91	0.00	0.00	0.00
<b>TOTALS:</b>	<b>-2406.51</b>	<b>-265.59</b>	<b>562696.86</b>	<b>0.00</b>	<b>563338.38</b>	<b>0.00</b>	<b>0.00</b>	<b>-2030.58</b>
<b>SUMMARY OF ASSETS:</b>								
CASH ON HAND	850.00							850.00
CASH IN BANK	1098.51							1057.58
ACCOUNTS RECEIVABLE	458.00							123.00
<b>TOTALS:</b>	<b>2406.51</b>							<b>2030.58</b>

This report is submitted in accordance with requirements of Sections 5-8-505 and /or 67-5-1902, as amended, Tennessee Code Annotated, and to the best of my knowledge, information and belief accurately reflect transactions of this office for the period 04/01/2023 through 06/30/2023.

Denise Marshall 7-7-23  
 Register of Deeds Date

County Mayor \_\_\_\_\_ Date  
Tina Sanders 7-7-23  
 County Clerk Date

Filed 7-7-23  
 TINA SANDERS  
 FRANKLIN COUNTY CLERK  
 WINCHESTER, TN 37398

Franklin County, Tennessee  
 Office of The Register of Deeds  
 Annual Financial Report  
 For The Period Of 07/01/2022 - 06/30/2023

Account Description	Beginning Balance	Adjustments	Receipts	Transfers In	Disbursements	Transfers Out	Commission Transfers	Ending Balance
MORTGAGE TAX	0.00	0.00	518504.82	0.00	506060.65	0.00	12444.17	0.00
CONVEYANCE TAX	0.00	0.00	1554549.77	0.00	1517240.63	0.00	37309.14	0.00
DP FEES	0.00	0.00	16302.00	0.00	16302.00	0.00	0.00	0.00
REGISTER'S FEES	0.00	0.00	3147.00	0.00	3147.00	0.00	0.00	0.00
RECORDING FEES	-934.00	-508.28	201809.50	0.00	252056.09	0.00	-49777.31	-973.00
LATE FEES	0.00	0.00	1000.00	0.00	976.00	0.00	24.00	0.00
MISCELLANEOUS FEES	0.00	0.00	789.51	0.00	789.51	0.00	0.00	0.00
REFUNDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OVER/SHORT	0.00	0.00	246.96	0.00	246.96	0.00	0.00	0.00
ESCROW	-1141.55	0.00	1882.00	0.00	1965.97	0.00	0.00	-1057.58
CR/DB CARD FEES	0.00	0.00	365.34	0.00	365.34	0.00	0.00	0.00
TOTALS:	-2075.55	-508.28	2298596.90	0.00	2299150.15	0.00	0.00	-2030.58
<b>SUMMARY OF ASSETS:</b>								
CASH ON HAND	850.00							850.00
CASH IN BANK	1102.55							1057.58
ACCOUNTS RECEIVABLE	123.00							123.00
TOTALS:	2075.55							2030.58

This report is submitted in accordance with requirements of Sections 5-8-505 and /or 67-5-1902, as amended, Tennessee Code Annotated, and to the best of my knowledge, information and belief accurately reflect transactions of this office for the period 07/01/2022 through 06/30/2023.

*Denise Marshall* 7-7-23  
 Register of Deeds Date

*Tina Sanders* 7-7-23  
 County Mayor Date  
 County Clerk

Filed July 7, 23  
**TINA SANDERS**  
**FRANKLIN COUNTY CLERK**  
**WINCHESTER, TN 37398**

**FRANKLIN COUNTY SHERIFF'S OFFICE**

**APRIL, MAY, JUNE**

**4<sup>TH</sup> QUARTER FISCAL YEAR 2023**

**Total # of persons arrested (FCSO only) – 279**

**Total # persons arrested and brought in from other depts- 226**

**Prisoner days served (General Sessions Sentences) – 2,997**

**Prisoner days served (State Prisoners serving Jail time in our facility) – 570**

**Total Inmates housed this quarter – 12,164**

**State & Criminal Warrants Served- 1,520**

**Total Attempts to Serve- 3,103**

**Out of County Trips Made- 226**

**Total Number of Funerals Escorted- 37**

**Traffic Accidents with Injuries- 69**

**Traffic Accidents without Injuries- 104**

**Business, Church, and School Area Checked- 1,910**

**Traffic Enforcement- 1,255**

**DUI Arrest- 26**

**Drug Cases- 20**

**Criminal Investigated- 161**

**Criminal Cases Cleared- 83**

**Sheriff's Fees - \$3,794**



**FRANKLIN COUNTY  
TENNESSEE**

FRANKLIN COUNTY COURTHOUSE  
NO. 1 SOUTH JEFFERSON STREET

ROOM 210

Winchester, Tennessee 37398

(931) 967-2962

fctrustee@franklincotn.us

**Kristie Bell, Trustee**

P.O. Box 340

Winchester, TN 37398-0340

DATE: July 7, 2023  
TO: The Franklin County Commission  
FROM: Kristie Bell, Franklin County Trustee  
SUBJECT: ANNUAL REPORT

**THE ANNUAL REPORT  
OF THE  
FINANCES  
FOR  
Franklin County, Tennessee  
Fiscal Year End June 30, 2023**



# FRANKLIN COUNTY TENNESSEE

FRANKLIN COUNTY COURTHOUSE  
NO. 1 SOUTH JEFFERSON STREET  
ROOM 210

Winchester, Tennessee 37398  
(931) 967-2962

fctrustee@franklincotn.us

## Kristie Bell, Trustee

P.O. Box 340  
Winchester, TN 37398-0340

## HOTEL - MOTEL TAX JULY 2022 THRU JUNE 2023

State of Tn Tims Ford State Park	95,807.08
Holiday Landing	2,589.44
Quality Inn	35,287.18
Southern Marinas Tims Ford Marina	19,379.36
Sewanee Inn	184,670.96
State of TN	279,557.02
Falls Mill	660.80
Circle E	8,982.83
Lake Front Landing	8,583.82
Comm of St Mary's	389.03
Sunday Morning Lakeside Rentals	428.54
Sewanee Aerie LLC	303.98
The Medford House	819.00
Sewanee Spiritual Center	2,298.55
Thomas Rue True Rest	2,915.64
Sassy Haven	658.00
Helen Stapleton	210.00
Kinion Lasmus	26.53
Neal Crk Retreat	29.40
<b>TOTAL</b>	<b>643,597.16</b>

Sincerely,

Kristie Bell  
Franklin County Trustee



Trustee's Y-T-D Cash Receipts, Disbursements And Balances - JUNE 2023  
 (A Minus Sign Denotes A Credit Balance)

Acct #	Description/ Beg Balance	Adjustments	Receipts	Transfers In	Disbursements	Transfers Out	Commission Transfers	Ending Balance
101	COUNTY GENERAL							
	16,379,294.09-	0.00	25,379,751.49-	0.00	23,999,492.28	0.00	292,393.61	17,467,159.69-
112	COURTHOUSE/JAIL							
	17,116.30-	0.00	122,829.71-	0.00	120,000.00	0.00	1,228.31	18,717.70-
115	PUBLIC LIBRARY							
	309,874.67-	0.00	472,605.66-	0.00	487,564.58	0.00	8,408.56	286,507.19-
116	SOLID WASTE							
	1,268,176.96-	0.00	2,476,219.51-	0.00	2,465,856.70	0.00	37,828.71	1,240,711.06-
120	RURAL FIRE							
	885,877.05-	0.00	1,106,110.86-	0.00	591,029.45	0.00	15,325.07	1,385,633.39-
122	DRUG CONTROL FUND							
	96,322.18-	0.00	88,364.08-	0.00	30,841.77	0.00	518.74	153,325.75-
131	HIGHWAY/PUBLIC WORKS							
	4,086,896.45-	0.00	3,696,719.43-	0.00	4,921,734.91	0.00	43,164.85	2,818,716.12-
141	GENERAL PURPOSE SCHOOLS							
	14,307,799.95-	0.00	51,523,281.87-	0.00	52,891,018.38	0.00	372,375.00	12,567,688.44-
142	SCHOOL FEDERAL PROJECTS							
	1,088,302.39-	0.00	7,848,206.09-	0.00	8,923,769.28	0.00	0.00	12,739.20-
143	CAFETERIA PAYROLL							
	5,132,937.81-	0.00	3,730,283.07-	0.00	3,273,164.42	0.00	0.00	5,590,056.46-
151	DEBT SERVICE							
	3,289,536.97-	0.00	6,794,071.47-	0.00	5,454,928.25	0.00	93,930.41	4,534,749.78-
177	EDUCATIONAL CAPITAL PROJECTS							
	854,276.26-	0.00	4,973,186.47-	0.00	2,281,492.97	0.00	0.00	3,545,969.76-
178	OTHER CAPITAL PROJECT FUND							
	8,610.00-	0.00	0.00	0.00	8,610.00	0.00	0.00	0.00
264	INSURANCE							
	289,579.01-	0.00	8,870,517.26-	0.00	0.00	8,857,104.95	0.00	302,991.32-
332	INDIGENCE FUND							
	24,519.16-	0.00	560.24-	0.00	0.00	0.00	5.62	25,073.78-
351	CITY SALES TAX							
	0.00	10,308.01-	6,032,064.36-	0.00	5,982,051.73	0.00	60,320.64	0.00
21100	ACCOUNTS PAYABLE							
	0.00	3,283.00-	90,749.24-	0.00	94,032.24	0.00	0.00	0.00
28310	UNDISTRIBUTED TAXES							
	0.00	2,540.00	2,540.00-	0.00	0.00	0.00	0.00	0.00
29900	FEE/COMMISSION ACCOUNT							
	0.00	0.08	925,499.44	0.00	0.00	0.00	0.00	0.00
	48,039,119.25-	11,050.93-	122,282,561.37-	0.00	111,525,586.96	8,857,104.95	925,499.52-	0.00
							0.00	49,950,039.64-

Trustee's Y-T-D Cash Receipts, Disbursements And Balances - JUNE 2023  
(A Minus Sign Denotes A Credit Balance)

Summary Of Assets	Beginning Balance	JUNE Ending Balance
11120 CASH ON HAND	500.00	500.00
11130 CASH IN BANK	17,451,752.28	5,371,921.72
11300 INVESTMENTS	30,586,866.97	44,576,826.92
11410 ACCOUNTS RECEIVABLE	0.00	368.00
11440 DUE FROM OTHER FUNDS	0.00	423.00
Total	48,039,119.25	49,950,039.64

This Report Is Submitted In Accordance With Requirements Of Section S-8-505, And/Or 67-5-1902, Tennessee Code Annotated, And To The Best Of My Knowledge And Belief Accurately Reflects Transactions Of This Office For The Year Ended JUNE 2023.

Justin Bell (Signature) 7-7-23 (Date)  
Trustee (Title)



## Quarterly Report April-June 2023

### CLIENT CORNER

Dear MRT Teachers and Staff:

Thank you for the opportunity to join class. It truly is a blessing to be able to attend a class that is designed to change my life. I see sometimes when others give their stories the hurt and sometimes the empathy that our stories bring. I want to thank all of you for coming everyday no matter what and putting up with us convicts and inmates to help better our lives. I truly am blessed to be a part of something so special. I am truly grateful for all that you do. The world needs more people like you and I hope to be a part of it someday.

Once again, thank you so much!

-Anonymous (Franklin County Reentry Client)

### DIRECTOR'S REPORT – CHRISTINE HOPKINS

It has been 16 years since Reentry was established in Franklin County. The Comprehensive Evidence Based Reentry program was the first in a Rural County of Tennessee. We have taken a lot of new steps in order to increase the number of individuals served in our local jail. Changes are continually to be made in order to fulfill the mission of reducing recidivism and returning productive citizens to a safer community. Reentry has a caring dedicated staff, who works side by side to make this happen. As a first step, the program provides assessments and Moral Reconciliation Therapy (MRT) to unsentenced individuals. This same group then enters the second phase of full-time classes for one month. A new group starts every month. The third phase takes place as individuals are released and assistance is provided toward securing continued treatment at Recovery Centers and full-time employment. We are seeing a large increase in those individuals who are seeking treatment which eliminate barriers that rob them of their daily lives. Reentry services, along with help from community speakers, offers motivation and encouragement toward building a life of hope for the entire family. There is a lot of talent hidden behind incarcerated walls. Reentry must continue to make necessary changes to unlock the buried potential of fellow citizens. We thank our Board of Directors, Sheriff Fuller, Jail Administration, County Government and Second Chance Act for their support.

### QUARTERLY SUMMARY

- Number of Individuals Receiving Risk and Needs Assessment: 62**
- Number of Individuals Receiving Mental Health and A&D Assessments: 31**
- Number of Individuals Receiving Services/Classroom Instruction: 77**
- Number of Individuals who are currently in treatment: 15**
- Number of Individuals placed in employment this quarter: 21**
- Total weekly salary of those employed this quarter: \$12,628**

### Guest Speakers

Alan Burnett: Franklin County Prevention Coalition; Dave Van Buskirk: Toastmasters; David Eldridge: Self Esteem and Life Skills; Maegan Acklen: TN Vocational Rehabilitation; Terry Quillen: American Job Center; Eric Vanzant: Parenting Classes; Sandy Schultz: GED Classes; Scott Crago: JSP; Alicia Smith: Metro Industrial; Elizabeth Padgett and Christie Shaw: Life Choices Parenting Classes; Okemeyia Miller and Felicia Kelsey: Franklin County Prevention Coalition; Marcia Ray: Bible Study

RESOLUTION # 7a-0723

**Resolution authorizing submission of an application for a  
Library Technology Grant for FY 2023 - 2024 from the Office of Tennessee State  
Library & Archives and authorizing the acceptance of said Grant.**


**Whereas**, the Franklin County Commission intends to apply for the aforementioned Grant from the State of Tennessee, Library & Archives Department on behalf of the Franklin County Library, and,

**Whereas**, the contract for the Grant for FY 2023 -2024 will impose certain legal obligations upon Franklin County.

**THEREFORE, BE IT RESOLVED:**

1. That the County Mayor & Finance Director of Franklin County is authorized to apply on behalf of Franklin County for a Federal Technology Grant through the State of Tennessee, Library & Archives for FY 2023 – 2024, for Library Technology needs.
2. That should said application be approved by the State of Tennessee then the County Mayor & Finance Director of Franklin County is authorized to execute contracts or other necessary documents, which may be required to signify acceptance of the Library Technology Grant for FY 2023 – 2024 by Franklin County.

Approved at the regularly meeting held on the 17<sup>th</sup> day of July, 2023.

  
Chris Guess, Honorable County Mayor  
& Commission Chair

ATTEST

  
Tina Sanders, County Clerk

RESOLUTION SPONSORED BY: Schultz & Riddle

MOTION TO ADOPT: McMillan SECOND: Bauer

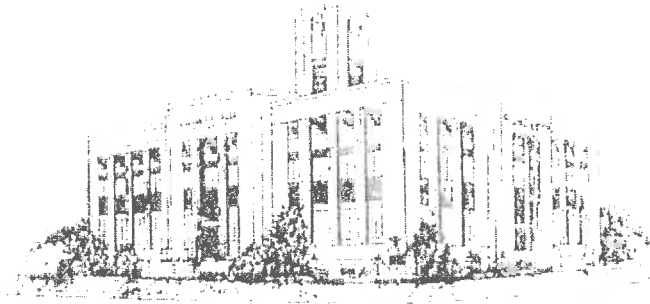
VOTES: AYES: 13 NAYS:     ABSTAIN:    

DECLARATION: Voice Vote, approved

Franklin County Government Grant Pre-Application Notification Form

Department or Organization Applying for Grant:		FC LIBRARY
Grant/Program Title:		Tech GRANT
Grant Beginning Period:		JULY 1, 2023
Grant Ending Period:		JUNE 30, 2024
Grant Amount:		\$3500.00
Funding Agency (i.e. State, Federal, Private):		
Funding Agency Contact Information		
Name	Jennifer Cowan Henderson, TN State LIBRARY & Archives	
Address	1001 Rep. John Lewis Way N, Nashville, TN 37319	
Phone	615-741-7996	
Fax	615-532-9904	
Email	Jennifer.Cowan.Henderson@tn.gov	
Funding Percentage or Match (i.e. 100% or 75%/25%):		50%
Funding Type (Revenue Advanced or Reimbursed):		Reimbursed
Ongoing Funding Requirements(Yes/No & Length Required):		No
Indirect Cost Availability (Yes/No):		Yes
Grant Beneficiary:		Local Library
Purpose of Grant:		Purchase of computers, devices, software for use by patrons AND staff.
Person/Dept Responsible for Grant Program Management:		Tina Stevens
Person/Dept Responsible for Reporting Expenditures:		Tina Stevens
Person/Dept Responsible for Requesting Revenue Claims:		Tina Stevens
Grant Requirements for Continuation of Program or Cooperative Agreements:		N/A
Grant Requirements for Equipment, Ownership & Insurance:		add to inventory & maintain
Grant Requirements for Annual Cost of Upgrade/Maintenance, etc.:		N/A
Grant Requirements for Employment or Contracted Services:		N/A
Will this grant add Value to Franklin County's Fixed Assets? (Yes/No):		NO
Will this grant add Expense to Franklin County's Insurance Expense? (Yes/No):		NO
Approving Official Signature:		William L. Smith
Date:		7/18/23

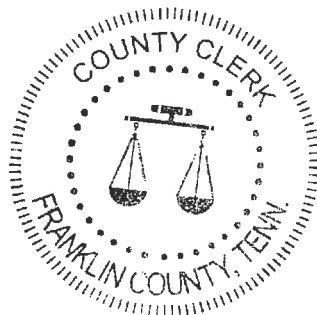
# CLERK'S CERTIFICATE

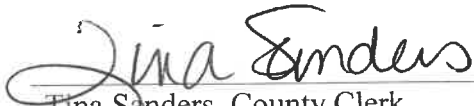


I, Tina Sanders, County Clerk of Franklin County, Tennessee hereby certify that the attached document is a true and correct copy of:

**RESOLUTION 7a-0723- AUTHORIZING SUBMISSION OF AN APPLICATION FOR A LIBRARY TECHNOLOGY GRANT FOR FY2023-2024 FROM THE OFFICE OF TENNESSEE STATE LIBRARY & ARCHIVES AND AUTHORIZING THE ACCEPTANCE OF SAID GRANT.**

This document was approved at a regular session of the Franklin County Board of Commissioners on July 17, 2023 and is recorded on file in my office in Commission Minute Book 42 Witness my hand and official seal, at office in Winchester, Tennessee, this the 19th day of July 2023.



  
Tina Sanders, County Clerk  
of Franklin County, Tennessee

RESOLUTION : 76-0723

**A RESOLUTION AUTHORIZING A MULTIPLE YEAR CONTRACT FOR AN ANNUAL MAINTENANCE AGREEMENT WITH MICROVOTE AND FOR THE FRANKLIN COUNTY ELECTIONS ADMINISTRATION**

**WHEREAS**, the Franklin County Elections Administration is responsible for the payment and maintenance of all elections voting machines for Franklin County, and

**WHERE AS**, Microvote General Corporation is the contractor that won the proposal for new voting machines and approved by the Secretary of the State - Elections Administration, and

**WHEREAS**, the annual maintenance contract for the voting machines is a multi-year contract and the Elections Administrator 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 Finance Director be authorized to enter into a multi-year service contract agreement with Microvote General Corporation on behalf of the Franklin County Elections Administration, and the contract shall not extend over a period of more than three (3) years.

**Be It Further Resolved** that this resolution be effective immediately upon the passage on this the 17<sup>th</sup> day of July, 2023.

  
Chris Guess, Honorable Chairman to the Commission & County Mayor

ATTEST:

  
Tina Sanders  
County Clerk

RESOLUTION SPONSORED BY: Riddle & Eldridge

MOTION TO ADOPT: Riddle

SECOND BY: McMullan

VOTES: AYES 13 NAYS \_\_\_\_\_

DECLARATION: Voice Vote Approved

MICROVOTE GENERAL CORPORATION

2023 INFINITY VOTING SYSTEM ANNUAL MAINTENANCE AGREEMENT

THIS AGREEMENT made and entered into this 1<sup>st</sup> day of January, 2023, by and between the County of Franklin, Tennessee, acting by and through the Board of County Council, hereinafter referred to as the "County", and MicroVote General Corporation, an Indiana corporation, hereinafter referred to as "MicroVote".

WHEREAS, the County desires to contract for the annual maintenance agreement for the MicroVote Election Management System, and WHEREAS, MicroVote has expressed a willingness to provide those services.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto mutually covenant and agree as follows:

- A. Unlimited software upgrades: Upgrades and release notes will be made to conform to state requirements and will be sent once approved by the State Election Commission. These upgrades will also comply with Election Assistance Commission (EAC) standards and any changes with these standards.
- B. Technical Support: 24 hour technical support will be available for "help desk" level inquiries. Help desk support will be limited to questions related to the software functions only. Help desk support *does not* include ballot development or re-working databases created by county.
- C. Version Control: MicroVote will control all firmware and software versions and will require County to install the most recent upgrade. This is to ensure version control throughout the United States.
- D. Updates to software and firmware do not include the labor and parts necessary to comply with the Election Assistance Commission (EAC) 2005 voluntary voting standards.

The parties hereto agree that County shall pay MicroVote for the work performed under this agreement as set forth above, the sum of \$12,000 per year. MicroVote understands and agrees that this agreement is contingent upon the approval and appropriations of monies by the Franklin County Board of Commissioners. County agrees to pay the said fee within sixty (60) days of the date of the invoice. The term of this agreement shall be for a period of three (3) years to commence on the 1st day of January 2023 through December 31, 2025.

MicroVote specifically agrees that in performance of the services herein enumerated that they will comply with any and all state, federal and local statutes, ordinances, and regulations.

Nothing under this agreement shall be construed to give any rights or benefits in this agreement to anyone other than MicroVote and County, and all duties and responsibilities pursuant to this agreement will be for the sole and exclusive benefit of MicroVote and County and not for the benefit of any other party.

The County, insofar as authorized by law, binds itself and its successors, and MicroVote binds its successors and assignees to the other party of this agreement with respect to all covenants of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

MICROVOTE GENERAL CORPORATION

FRANKLIN COUNTY

By Mandy Miller, CEO

By \_\_\_\_\_

*Authorized signature for Franklin County*

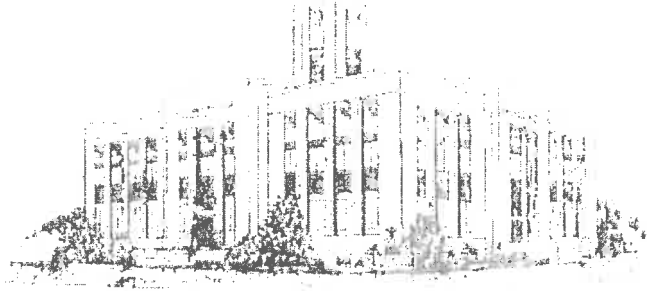
*(If not applicable)*

By \_\_\_\_\_

*Official title of board*



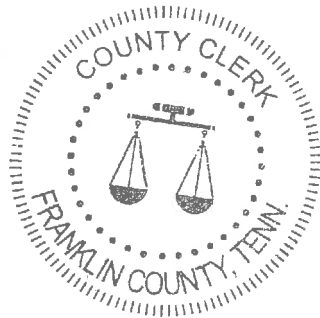
# CLERK'S CERTIFICATE



I, Tina Sanders, County Clerk of Franklin County, Tennessee hereby certify that the attached document is a true and correct copy of:

**RESOLUTION 7b-0723- AUTHORIZING A MULTIPLE YEAR CONTRACT FOR AN ANNUAL MAINTENANCE AGREEMENT WITH MICROVOTE AND FOR THE FRANKLIN COUNTY ELECTIONS ADMINISTRATION.**

This document was approved at a regular session of the Franklin County Board of Commissioners on July 17, 2023 and is recorded on file in my office in Commission Minute Book 42 Witness my hand and official seal, at office in Winchester, Tennessee, this the 19th day of July 2023.



Tina Sanders, County Clerk  
of Franklin County, Tennessee

RESOLUTION # 7C-0723

RESOLUTION AUTHORIZING SUBMISSION OF AN APPLICATION FOR A VCIF VIOLENT CRIME INTERVENTION FUND COMPETITIVE COLLABORATIVE ENHANCEMENT GRANT FOR FY 2023 - 2025 FROM THE TENNESSEE OFFICE OF CRIMINAL JUSTICE PROGRAMS AND AUTHORIZING THE ACCEPTANCE OF SAID GRANT.

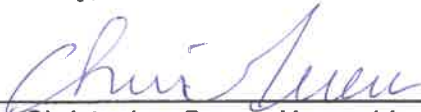
Whereas, the Franklin County Commission intends to apply for the aforementioned Grant from the Tennessee Office of Criminal Justice for the enhancement of Franklin County's Law Enforcement Agencies, and

Whereas, the contract for the VCIF Collaborative Enhancement Grant for FYs 2023 -2025 will impose certain legal obligations upon Franklin County,

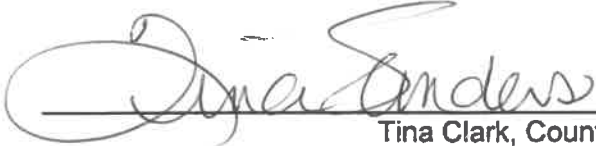
THEREFORE, BE IT RESOLVED:

1. That the County Mayor of Franklin County is authorized to apply on behalf of Franklin County for a VCIF Competitive Collaborative Enhancement Grant for FY 2023 -2025 from the Tennessee Office of Criminal Justice.
2. That should the application be approved by the Tennessee Office of Criminal Justice, then the County Mayor of Franklin County is authorized to execute contracts or other necessary documents, which may be required to signify acceptance of the said Grant by Franklin County.

Approved at the regularly meeting held on the 17<sup>th</sup> day of July, 2023.

  
\_\_\_\_\_  
Christopher Guess, Honorable County Mayor  
& Commission Chair

ATTEST:

  
\_\_\_\_\_  
Tina Clark, County Clerk

RESOLUTION SPONSORED BY: \_\_\_\_\_

MOTION TO ADOPT: McMillan SECOND: Keller

VOTES: AYES: 13 NAYS: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_ DECLARATION: \_\_\_\_\_

Voices  
approved



May 25, 2023

Chris Guess, Mayor  
Franklin County Government  
851 Dinah Shore Blvd  
Winchester, TN 37398

Dear Mayor Guess:

Enclosed is the contract for your FY2024 VCIF award.

To accept this grant award, as the Authorized Official for your agency, you are required to sign and date the attached **Grant Contract and Certification Packet** in the appropriate places. All documents must be signed by hand or with a certified time-stamped Adobe signature. All signed contracts must be submitted electronically. Please return the contract to the enclosed address by Thursday, June 29, 2023. Please contact your Project Management Specialist (see below) with any concerns or questions.

**\*Note, please return the entire document packet, with signature pages included (rather than just a signature page).**

After the State of Tennessee has approved the Contract, a fully-executed copy will be returned to your agency. **No payments can be made until this process is complete**, therefore, a prompt return of the documents will ensure that the payment process will begin as soon as possible according to the state invoice system.

**Additional Requirement:** At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier Portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") form (accessible through the Edison Supplier portal).


Your Project Management Specialist is Ben Weinstein. For questions or assistance regarding this contract, please contact Ben Weinstein, at (615) 687-7061, or email Benjamin.Weinstein@tn.gov.

Sincerely,

A handwritten signature in cursive script that reads "Jennifer Brinkman".

Jennifer Brinkman  
Director

cc: Samuel Davidson, Sergeant  
File

 <b>GOVERNMENTAL GRANT CONTRACT</b> (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)																																			
<b>Begin Date</b> 7/15/2023		<b>End Date</b> 6/30/2025		<b>Agency Tracking #</b> -	<b>Edison ID</b>																														
<b>Grantee Legal Entity Name</b> Franklin County Government					<b>Edison Vendor ID</b> 25																														
<b>Subrecipient or Recipient</b> <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Recipient			<b>Assistance Listing Number: N/A</b>  <b>Grantee's fiscal year end: June 30</b>																																
<b>Service Caption (one line only)</b> VCIF, Competitive Collaborative Enhancement Grant																																			
<table border="1"> <thead> <tr> <th colspan="6">Funding —</th> </tr> <tr> <th>FY</th> <th>State</th> <th>Federal</th> <th>Interdepartmental</th> <th>Other</th> <th>TOTAL Grant Contract Amount</th> </tr> </thead> <tbody> <tr> <td>FY24</td> <td>\$1,612,345.00</td> <td></td> <td></td> <td></td> <td>\$1,612,345.00</td> </tr> <tr> <td>FY25</td> <td>\$387,655.00</td> <td></td> <td></td> <td></td> <td>\$387,655.00</td> </tr> <tr> <td>TOTAL:</td> <td>\$2,000,000.00</td> <td></td> <td></td> <td></td> <td>\$2,000,000.00</td> </tr> </tbody> </table>						Funding —						FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount	FY24	\$1,612,345.00				\$1,612,345.00	FY25	\$387,655.00				\$387,655.00	TOTAL:	\$2,000,000.00				\$2,000,000.00
Funding —																																			
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount																														
FY24	\$1,612,345.00				\$1,612,345.00																														
FY25	\$387,655.00				\$387,655.00																														
TOTAL:	\$2,000,000.00				\$2,000,000.00																														
<b>Grantee Selection Process Summary</b>																																			
<input checked="" type="checkbox"/> Competitive Selection  <input type="checkbox"/> Non-competitive Selection			The Competitive Selection process utilized was as per the DGA.																																
<b>Budget Officer Confirmation:</b> 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.				CPO USE - GG																															
<b>Speed Chart</b> FA00003518		<b>Account Code</b> County - 71301000																																	

**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
OFFICE OF CRIMINAL JUSTICE PROGRAMS  
AND  
FRANKLIN COUNTY GOVERNMENT**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Finance and Administration, Office of Criminal Justice Programs, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Franklin County Government, hereinafter referred to as the "Grantee," is for the provision of administering Violent Crime Intervention Fund (VCIF) funds for the improvement of the criminal justice system, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 25

**A. SCOPE OF SERVICES AND DELIVERABLES:**

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall comply with and perform all services, functions, and/or requirements as stated in the grantee's application under which this Grant Contract is awarded, and that is hereby incorporated into this Grant Contract as Attachment A, attached hereto.
- A.3. The Grantee shall comply with all reporting requirements described in the Grantee's application, in correspondence from the Office of Criminal Justice Programs, and in the Office of Criminal Justice Programs Administrative Manual located on the website at <https://www.tn.gov/finance/office-of-criminal-justice-programs/ocip/ocip-grants-manual.html>.
- A.4. The Grantee shall comply with all other requirements described in the Grantee's application and in the Office of Criminal Justice Programs Administrative Manual located on the website at <https://www.tn.gov/finance/office-of-criminal-justice-programs/ocip/ocip-grants-manual.html>. The Grantee agrees to comply with any changes in requirements made in the manual and/or identified in correspondence from the Office of Criminal Justice Programs.
- A.5. The purpose of the Violent Crime Intervention Fund (VCIF) program is to provide support to local law enforcement in developing and implementing evidence-based strategies to combat violent crime.
- a. Program priorities include but are not limited to:
1. Evidence-informed interventions that are shown to have demonstrated impact on violent crime within the community;
  2. Equipment and technology purchases that enhance local law enforcement agencies' ability to safely and effectively prevent and address violent crime;
  3. Coordinated projects that engage community partners in identifying and implementing interventions to address violent crime; and
  4. Training and technical assistance.
- b. The grantee shall be required to:
1. Submit annual reporting to the Office of Criminal Justice Programs of required outputs, performance measurement data, and deliverables for their project; and
  2. Retain inventories and other records of purchases made and services provided using grant funds.
  3. Disclose any subcontract, grant agreement or contract to a local government or nonprofit and adhere to the quarterly reporting requirements to include information identifying the name and location of each grant or contract recipient, the amount of the grant or contract and the purpose for which the funds are used. This quarterly report will be provided by OCJP to the Speakers of each House of the General Assembly, the Chairs of the Finance, Ways and Means Committees

of the Senate and the House of Representatives and the Office of Legislative Budget analysis.

A law enforcement agency receiving a grant is authorized to enter into a grant agreement or contract with a local governmental agency or a third-party nonprofit organization to provide programs and services; provided, that a nonprofit organization must have at least five (5) years' experience in providing programs and services focused on violent crime intervention and those programs and services must be evidence-based or research-based (as defined in Tennessee Code Annotated, Section 37-5-121) and accompanied by monitoring and quality control procedures that ensure that such programs and services are delivered according to applicable standards.

c. Any change in terms or conditions will require a contract amendment.

A.6. **Incorporation of Additional Documents.** Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
- b. the State grant proposal solicitation as may be amended, if any;
- c. the Grantee's proposal (Attachment A) incorporated to elaborate supplementary scope of services specifications.

**B. TERM OF CONTRACT:**

B.1. This Grant Contract shall be effective on 7/15/2023 ("Effective Date") and extend for a period of Twenty Three (23) months and Sixteen (16) days after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. **Maximum Liability.** In no event shall the maximum liability of the State under this Grant Contract exceed Two Million Dollars (\$2,000,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A-1 for fiscal year 2024 and Attachment A-1 for fiscal year 2025, is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. **Compensation Firm.** The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. **Payment Methodology.** The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. **Travel Compensation.** Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. **Invoice Requirements.** The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Finance and Administration  
 Office of Business and Finance  
 Attention: Invoicing  
 312 Rosa L. Parks Avenue, Suite 2000  
 Nashville, TN 37243  
OBF.Grants@tn.gov

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
  - (2) Invoice Date.
  - (3) Invoice Period (to which the reimbursement request is applicable).
  - (4) Grant Contract Number (assigned by the State).
  - (5) Grantor: Department of Finance and Administration, Office of Criminal Justice Programs.
  - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
  - (7) Grantee Name.
  - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
  - (9) Grantee Remittance Address.
  - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
  - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
    - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
    - ii. The amount reimbursed by Grant Budget line-item to date.
    - iii. The total amount reimbursed under the Grant Contract to date.
    - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
  - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
  - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date, in form and substance acceptable to the State.

- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
  - b. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
  - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
  - d. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. 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 as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").



- b. The Grantee 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 Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. **Required Approvals.** The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the 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 Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the 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 Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. **Termination for Cause.** If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. **Subcontracting.** The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant 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 Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. **Conflicts of Interest.** The Grantee warrants that no part of the total Grant 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 Grantee in connection with any work contemplated or performed relative to this Grant Contract. Notwithstanding the foregoing, when administering a Federal or State grant, the Tennessee Department of Finance and Administration, Office of Criminal Justice Programs may contract with an entity for which a current employee of the State of Tennessee is providing criminal justice or victim service related professional services including training for allied professionals as an employee or independent contractor of the entity outside of his/her hours of state employment, provided that such outside employment does not violate applicable law, the state agency's policies, or create a conflict of interest.
- D.7. **Lobbying.** The Grantee certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant 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. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

**The State:**

Ben Weinstein, Program Manager  
 Department of Finance and Administration  
 Office of Criminal Justice Programs  
 312 Rosa L. Parks Avenue, Suite 1800  
 Nashville, Tennessee 37243-1102  
 Email: Benjamin.Weinstein@tn.gov  
 Telephone # (615) 687-7061

**The Grantee:**

Samuel Davidson, Sergeant  
 Franklin County Sheriff's Office  
 494 George Fraley Pkwy  
 Winchester, Tennessee 37398  
 Email: sdavidson@fcsheff.org  
 Telephone # (931) 308-9421

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall

cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee 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.

- D.10. **Nondiscrimination.** The Grantee 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 Grant Contract or in the employment practices of the Grantee 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 Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. **HIPAA Compliance.** The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. **Public Accountability.** If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. **Public Notice.** All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

- D.14. **Licensure.** The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. **Records.** The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.
- The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.
- In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.
- The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.
- The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.
- Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.
- D.16. **Monitoring.** The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. **Progress Reports.** The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. **Annual and Final Reports.** The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. **Audit Report.** The Grantee shall be audited in accordance with applicable Tennessee law.
- At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has

ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. **Procurement.** If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. **Strict Performance.** Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. **Independent Contractor.** The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent 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.
- D.23. **Limitation of State's Liability.** The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. **Force Majeure.** "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations

directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five hundred dollars (\$500.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the

remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- D.28. **State and Federal Compliance.** The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.29. **Governing Law.** This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee 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 Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. **Completeness.** This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions

agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
  - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state



sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

**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 Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Transfer of Contractor's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer of restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.
- E.3. Counterpart Clause: This agreement may be executed in two or more dated counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same effective instrument.
- E.4. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. If applicable and as required by 2 CFR 200.216, Grantee is prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. As described in Public Law 115-232, Section 889, "covered telecommunications equipment" is as follows:
- a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - c. Telecommunications or video surveillance services provided by such entities or using such equipment.
  - d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- E.5. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and

(ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

E.6. Capital Asset. The Grantee shall:

- (a) Use one or more vehicles, equipment, or facilities ("Capital Asset") acquired under this Grant Contract only for the purposes and the manner set forth in the Grantee's application.
- (b) Certify at the beginning of each calendar year, that the Capital Asset acquired under this Grant Contract is still being used in accordance with the terms and provisions of this Grant Contract.
- (c) Pay all fees on the Capital Asset acquired through this Grant Contract, including but not limited to title and registration fees.
- (d) Be responsible for all costs and expenses related to the operation, maintenance, and repair of the Capital Asset acquired through this Grant Contract.
- (e) Provide licensed drivers, as required by the Tennessee Department of Safety and Homeland Security, for operation of all vehicles or equipment received under this Grant Contract.
- (f) Carry insurance on Capital Assets sufficient to cover the State interest, and the Federal interest if applicable, in the Capital Asset.
  1. If the Grantee is governed by the Tennessee Governmental Tort Liability Act (Tenn. Code Ann. § 29-20-101 et seq.), then the following insurance coverage is required:
    - a) Bodily injury or death of any one person in any one accident, occurrence or act at a minimum of \$300,000.00 per person.
    - b) Bodily injury or death of all persons in any one accident, occurrence or act at a minimum of \$700,000.00 per accident.
    - c) Injury to or destruction of property of others in any one accident at a minimum of \$100,000.00.
  2. If the Grantee is not governed by the Tennessee Governmental Tort Liability Act, then the following insurance coverage is required:

- a) Personal Injury Liability – minimum of \$300,000.00 per person and \$1,000,000.00 per incident.
- b) Property Damage Liability – minimum of \$300,000.00 per incident.
- c) Comprehensive – maximum deductible of \$500.00.
- d) Collision – maximum deductible of \$500.00.
- e) Uninsured Motorist – minimum of \$50,000.00 per person and \$100,000.00 per incident.

3. Additionally, if applicable, the Grantee shall comply with the provisions of Section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), with respect to any project activity involving construction or an acquisition having an insurable cost of \$10,000.00 or more.

This insurance shall be in effect at all times while the Capital Asset is used for public transportation services or service vehicle purposes in operations. The Grantee shall furnish the State with evidence of such insurance at the time the Capital Asset is delivered to the Grantee and annually on the anniversary date of the delivery of the Capital Asset. Upon demand by the State, the Grantee shall provide proof of insurance at any time during the term of useful life of the Capital Asset.

- (g) Ensure that any vehicles received under this Grant Contract will comply with the Federal Motor Vehicle Safety Standards ("FMVSS") as established by the United States Department of Transportation.
- (h) Ensure that any Capital Asset received under this Grant Contract shall be used for not less than the useful life, except with the State's prior written approval. The useful life of all Capital Assets purchased under the Grant Contract is as listed in the grant document filed with the Federal Transit Administration ("FTA"). Upon reaching the expiration of the useful life of the Capital Asset, the State may ask the Grantee to provide written notice to the State.

IN WITNESS WHEREOF,

FRANKLIN COUNTY GOVERNMENT:

Chris Guess 6/23/23  
 GRANTEE SIGNATURE DATE

Chris Guess, Mayor

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

Chris GUESS County Mayor

DEPARTMENT OF FINANCE AND ADMINISTRATION:

\_\_\_\_\_  
 JIM BRYSON, COMMISSIONER

\_\_\_\_\_  
 DATE

ID

ATTACHMENT A  
APPLICATION FOR FUNDING  
GRANT PROJECT COVER SHEET

OFFICE OF CRIMINAL JUSTICE PROGRAMS

FUND SOURCE  
OCJP JAG Priority Area

<b>Required Information on Authorizing Agency:</b> Name: <input type="text" value="Franklin County Government"/> Federal ID Number (FEIN): <input type="text" value="62-6000595"/> DUNS Number: <input type="text"/> SAM Expiration Date: <input type="text"/> Fiscal Year End Date: <input type="text" value="June 30"/>	<b>Implementing Agency:</b> Name: <input type="text" value="Franklin County Sheriff's Office"/> Address: <input type="text" value="494 George Fraley Pkwy"/> <input type="text"/> <input type="text" value="Winchester"/> , TN <input type="text" value="37398-"/>
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Will You Have Any Subcontracts?

Project Title:

**AUTHORIZED OFFICIAL - Contact Information**

(Name, Title, and Complete Mailing Address) <input type="text" value="Chris Guess"/> , <input type="text" value="Mayor"/> <input type="text" value="851 Dinah Shore Blvd"/> <input type="text"/> <input type="text" value="Winchester"/> , <input type="text" value="37398"/>	Phone Number: <input type="text" value="(931) 967-2905"/> EXT: <input type="text"/>	E-Mail Address: <input type="text" value="fcmayor@franklincotn.us"/>
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**PROJECT DIRECTOR - Contact Information**

(Name, Title, and Complete Mailing Address) <input type="text" value="Samuel Davidson"/> , <input type="text" value="Sergeant"/> <input type="text" value="494 George Fraley Pkwy"/> <input type="text"/> <input type="text" value="Winchester"/> , <input type="text" value="37398"/>	Phone Number: <input type="text" value="(931) 308-9421"/> EXT: <input type="text"/>	E-Mail Address: <input type="text" value="sdavidson@fcsheriff.org"/>
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**FINANCIAL DIRECTOR - Contact Information**

(Name, Title, and Complete Mailing Address) <input type="text" value="Andrea Smith"/> , <input type="text" value="Finance Director"/> <input type="text" value="851 Dinah Shore Blvd"/> <input type="text"/> <input type="text" value="Winchester"/> , <input type="text" value="37398"/>	Phone Number: <input type="text" value="(931) 967-1279"/> EXT: <input type="text"/>	E-Mail Address: <input type="text" value="andreamsmith@franklincountyfinance.com"/>
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County/COUNTIES Served (Type ALL if Statewide):

U.S. Congressional District(s):

**Competitive Collaborative Enhancement Grant - Scope of Services Violent  
Crime Intervention Fund Grant  
FY 2023-2025**

**APPLICANT AGENCY NAME:** Franklin County Sheriff's Office

**A. CRIME DATA, PROBLEM STATEMENT, AND TARGET POPULATIONS**

- A.1. Describe the unique REGIONAL/MULTIJURIDICTIONAL violent crime issues.**

Franklin County, Tennessee is a rural county with 43,315 citizens. According to the 2020 Census, Franklin County's demographic makeup is approximately 88% White, 5% African American, 3% Asian/Native American/Other, and 4% Hispanic or Latino. Franklin County is situated in Southern Middle Tennessee on the Alabama-Tennessee border. The county is surrounded by the larger cities of Murfreesboro, 50 miles to the northwest, Chattanooga, 70 miles to the east and Huntsville Alabama, 50 miles to the southwest. Located within Franklin County are the cities of Cowan, Decherd, Estill Springs, Huntland, and the county seat of Winchester. New home building has exploded in the last couple of years partly due to new developments on our lake which brings many tourists and second home owners to our county. The median household income is \$52,189 and 12.4% are living in poverty. While Franklin County has violent crime, every year including sex crimes, murder and kidnapping, Franklin County's biggest crime problem is associated with drug violations and assaults. In 2021, all the law enforcement agencies collectively reported to TIBRS 2,397 offenses of which approximately 760 were assaults and over 600 were drug/narcotic violations.

- A.2. Identify which target crime types, victim types and/or other regional issues of particular interest VCIF enhancement funding will help to address.**

TBI statistics show a large increase in aggravated assaults in 2020. The increase ranges from 6% to 500% increase for law enforcement agencies in the county. Statistics show a combination of increase and decrease for drug violations for our law enforcement, but this remains one of the highest offenses in our county. Assault and drug/narcotic violations are the areas we will focus our VCIF funds. While drug crime, in and of itself, is not a violent crime, there is a link between drug crime and violent crime. Approximately 5% of aggravated assaults and 3% of homicides in Tennessee are related to drug activity. Furthermore, with the increased potency of opioids and fentanyl, drug overdoses that result in death are becoming more and more common. In these cases, if the supplier can be identified, there may be resulting murder charges. It should be noted that violent crime numbers in Tennessee, as a whole, are significantly higher than the national average which, therefore, increases the possibility that law enforcement officers will encounter violent crime incidents, even if they are not currently, or traditionally have been, prevalent in their community.

**A.3. Describe any obstacles your agency has experienced with addressing these issues previously. How will funding help mitigate those obstacles.**

Obstacle 1. Communication is often an obstacle due to the rural area. Police officers regularly respond to volatile and rapidly changing situations that require them to maintain constant contact with dispatch and other law enforcement officers, sometimes from other agencies. This is particularly important should they ever be called to respond to an active shooter situation. Poor communication capabilities between dispatch and law enforcement officers on a scene in rural areas often require officer resources be redirected to ensure officer safety. This reduces officer presence in other areas, reducing safety of citizens. The VCIF funding will be used to upgrade communications equipment for all the departments as well as the communications infrastructure to allow better coverage for officers needing assistance, especially in rural locations. Improved radio communication helps to improve officer and citizen safety, as well as, improve their ability to respond on the scene.

Obstacle 2. Lack of standardized training is an obstacle when multiple departments respond to call. When multiple agencies respond to a call, it is important that every agency follows the same protocol and know what to expect from other responding officers. This helps to coordinate a fast, safe and effective response. The VCIF funds will also be used to standardize and increase the training of all law enforcement agencies in the county.

Obstacle 3. An obstacle to training is not only the cost of the training, but the cost of per diem and over-time pay required for attendees. When funds are limited, other needs often take precedence. The VCIF will not only help with the cost of the class, but also help with per diem and over-time pay when required.

Obstacle 4. An obstacle for officers responding to a call is outdated protective gear and equipment. Lack of funding often requires officers to continue to use old equipment which is not reliable. The VCIF funding will allow us to standardize and fully equip all agency's officers to safely and confidently respond to violent crime calls anywhere in Franklin County.

**B. PURPOSE**

Goal 1: Improve communication between law enforcement agencies

- Objective 1.1 Upgrade communications for all partners
  - Activity 1.1.1 Purchase necessary communications equipment for officer
- Objective 1.2 Upgrade communications infrastructure as needed to ensure capabilities in all areas, especially rural areas
  - Activity 1.2.1 Purchase infrastructure equipment to ensure

capabilities in all areas of the county

- Activity 1.2.2 Train officers in the use of the equipment

Goal 2: Prevent juvenile violent crime and drug activity through education

- Objective 2.1: Conduct community outreach with L.E.A.D. program
  - Activity 2.1.1 Train 3 officers to teach L.E.A.D.
  - Activity 2.1.2 Purchase the necessary training materials
  - Activity 2.1.3 Schedule and teach L.E.A.D. classes at elementary schools

Goal 3: Improve forensic investigation capabilities for all departments

- Objective 3.1 Train officers in forensic investigation
  - Activity 3.1.1 Register & send selected officers to training

Goal 4: Enhance identification of suspects and repeat offenders of violent crime

- Objective 4.1 Conduct assessment for place-based interventions
  - Activity 4.1.1 Contact TDOT regarding location approvals for LPR cameras per Tenn. Code Ann. § 55-8-198
  - Activity 4.1.2 Purchase and install LPR cameras at TDOT approved sites under the state-wide contract

Goal 5: Improve safety in Franklin County

- Objective 5.1 Purchase/upgrade equipment for officers responding to calls
  - Activity 5.1.1 Purchase needed equipment including protective gear, body cameras and tasers
  - Activity 5.1.2 Train officers in use and care of all equipment
- Objective 5.2 Train officers in violent crime response
  - Activity 5.2.1 Enroll in or host on-site trainings

## **C. COLLABORATION**

- C.1. **Name each partner law enforcement agency that your agency intends to formally collaborate with as part of this Enhancement project.**

There are six law enforcement agencies in Franklin County: Franklin County Sheriff's Office will be the lead agency, Cowan Police Department, Decherd Police Department, Estill Springs Police Department, Huntland Police Department, and Winchester Police Department. These agencies are accustomed to collaborating together when needs arise in the county.

- C.2. **Describe the role that each partner law enforcement agency will play.**

The following will be the roles and responsibilities of each partnering agency in this collaborative grant proposal:

Franklin County Sheriff's office

- Lead agency for this initiative
- Will oversee the bidding process, purchase and installation of the LPR/Pole cameras as well as all other equipment requested in the grant proposal
- Will oversee spending of funds, implementation of equipment, reporting, record keeping
- Provide manpower in the form of Project Director. The assigned project Director is Sam Davidson
- Sharing data from the use of pole cameras/LPR Systems

Cowan, Decherd, Estill Springs, Huntland & Winchester Departments

- Maintain inventory of equipment received from Franklin County Sheriff's office
- Partner/Assist in record keeping
- Assist in report writing with Project Directory Sam Davidson
- Share data from the use of pole cameras/LPR Systems
- Assist in any capacity or provide additional resources needed to ensure successful completion of this initiative.

- C.3. **If your agency intends to pass any VCIF grant funds through to these collaborative law enforcement partner agencies (subcontract), please explain.**

All VCIF grant funds will be managed through Andrea Smith as financial manager for the Franklin County Sheriff's office in order to purchase equipment and training. No funds will be distributed to partner agencies.

- C.4. **Please include Letters of Support for each partner law enforcement agency on this Enhancement project.**

Six letters of support, one from each city and our county signed by each mayor, are included with the grant documents.

- C.5. **Describe any partnerships with community-based (nonprofit) partners that your agency plans to employ for the purpose of this project, please attach copies of any current formal agreements (MOUSs) and/or Letters of Support.**

There are no community-based non-profit organizations in this grant. An MOU signed by each police department chief is included with the grant documents.



## **D. PROJECT DESIGN & IMPLEMENTATION TIMELINE:**

### **D.1. How will this resource be deployed/used by your agency?**

Equipment listed in our budget will be ordered and deployed by the lead agency.

As many commissioned law enforcement officers as possible with grant funding will receive radios (which meet P25 CAP Encryption requirements, which have no encryption, have AES 256 algorithm, and have AES 256 algorithm along with any other non-standard encryption algorithms), a body camera, a taser, a gas mask and ballistic vest.

- 118 Tasers
- 84 body cameras
- 86 portable radios
- 103 mobile radios
- 189 digital licenses for the radios
- 89 ballistic vests
- 93 gas masks
- 8 gas guns

Each agency will receive specific necessary training in violent crime response as well as investigative methods listed in the budget spreadsheet. Where possible, select officers will be trained as instructors to continue training new officers in each department. Both Active Shooter Instructor training and Domestic Violence Instructor training are offered as options. Some officers from each department will be trained in the National Forensic Academy, Hostage Negotiation training and SWAT/Tactical Grenadier training. Multiple on-site trainings to include all commissioned officers will be offered for Crisis Intervention Training and Missing Persons training as well as marksmanship training.

- National Forensic Academy 12 officers
- Domestic Violence Training to train 3 trainers – then onsite training for all
- Active Shooter Training to train 3 trainers – then onsite training for all
- Missing Persons on site training for all officers
- Crisis Intervention Training on site for all officers
- SWAT/Tactical Grenadier Training – 12 officers
- Hostage Negotiator Training – 12 officers
- L.E.A.D program training for 3 officers and workbooks
- Ammunition for Marksmanship training 1000 rounds per quarter for 84 officers

The county's communication infrastructure of towers and tower equipment will be upgraded where needed to better provide communication capability for officers in all areas of the county, especially rural areas where communication, including

cell service, is currently limited. The communications company we choose will provide a recommendation of needs to complete the upgrade of our current infrastructure. This has been budgeted within capital purchases for FY24 & FY25.

- Needs to be assessed by communications company

Heaviest travelled state routes will have LPR locations installed. Nineteen locations have been identified throughout the county. We will get TDOT approval before installation. Information from all locations will be shared with all law enforcement agencies.

- 19 locations with 2 cameras, software and user license

The L.E.A.D. program will be implemented by training selected officers to teach at all eight elementary schools throughout our county every year going forward. This initiative will ultimately help reduce drug use and thereby reduce violent crime associated with drugs use. The L.E.A.D. program utilizes the evidence based *Too Good* curriculum (*Too Good for Violence* and *Too Good for Drugs*).

- Approximately 2220 fifth graders in Franklin County will be taught

- D.2. **List any staff you plan to hire and/or subcontracts your agency intends to utilize to implement your Goals, Objective, and Activities listed above. Please provide JOB DESCRIPTIONS.**

No additional staff will be hired with the funds.

- D.3. **Describe how your agency will implement the activities funded by VCIF – provide detail as to how the equipment, staff, training, subcontracts, and other items listed on your budget will enable or enhance the Goal(s), Objectives, and Activities listed above.**

We will implement the activities funded by the VCIF grant in a logical and orderly progression of steps overseen by the program manager listed in this proposal at each agency. However, all activities associated with this grant will be coordinated through one project manager Sam Davidson in the Franklin County Sheriff's Office. Andrea Smith will serve as the financial manager for all grant activities. We understand that many of our equipment needs fall under the categories of Capital Purchases and Sensitive Minor Equipment and require prior approval from the funder before these purchases may be made.

To achieve the goal to improve communications between law enforcement agencies, the project manager will bid and choose a company who will review our current communications infrastructure and make recommendations to fix our issues. In addition, the project manager will oversee the bidding and purchasing of new radios. Documentation of serial numbers and locations will

be maintained.

To achieve the goal to prevent juvenile violent crime and drug activity through education, the project manager will coordinate the training of our officers who will teach the L.E.A.D. program as well as coordinate the classes with our school Superintendent and principals. Documentation of the training and the attendance of the classes at each school will be maintained.

To achieve the goal to improve forensic investigation capabilities, the project manager will coordinate the training of the selected officers to attend the National Forensic Academy. Half of the officers selected will be sent in 2024 and half in 2025. Documentation of attendance will be maintained.

To achieve the goal to Enhance identification of suspects and repeat offenders, the project manager will contact TDOT to get approval on the locations we have chosen on state routes in our county. As soon as approval is received, the project manager will order and oversee the installation of the LPR cameras. Documentation of serial numbers and locations will be maintained.

To achieve the goal to improve safety in Franklin County, the project manager will oversee the bidding and purchasing of protective gear, body cameras and tasers for our officers. The project manager will also oversee the registration for all training for selected officers. Documentation of training attendances, equipment serial numbers and officer assignment will be maintained.

**D.4. What impact will this funding have on your agency's ability to respond to violent crime?**

This grant funding will have a tremendous impact on all our partnering agencies to respond to violent crime. Both the communications upgrades and training are resources that will have lasting effects. Ensuring proper communication ability will improve the safety of both officers and citizens as well as improve efficiency. Standardized training between departments will ensure the fastest and safest response by officers as well as improve investigative methods. This grant provides a broad range of specially trained resources to all departments, especially the smaller departments. Trained officers will be shared among all departments when the need arises. This will help when officer turnover occurs.

<b>Length of time</b>	<b>ACTIVITY</b>	<b>INDIVIDUAL RESPONSIBLE</b>
30 days after contract execution	Engage with OCJP Technical Assistance Provider for ongoing support and training. Initiate approval procedures with TDOT for LPR locations	Project Director SGT Sam Davidson
60 days after contract execution	An outline of the training schedule to include L.E.A.D will be established.	Project Director SGT Sam Davidson
6 months after contract execution	All communications equipment, ballistic vests, gas masks/equipment, body cameras, tasers, and LPR's and ammunition for training is purchased.	Project Director SGT Sam Davidson
60 days after equipment received	All equipment/technology needed is installed and/or assigned	Project Director SGT Sam Davidson
Report submission as required	Required benchmark and outcomes reporting	Project Director SGT Sam Davidson
End of contract period	Submit program output report	Project Director SGT Sam Davidson

## **E. OUTPUTS**

### **E.1. Outputs your strategy will yield:**

- Number of radios purchased
- Number of ballistic vests purchased
- Number of tasers purchased
- Number of body cameras purchased
- Number of gas masks purchased
- Number of LPR cameras purchased
- Number of trainings attended
- Number of trainings provided on-site
- Number of L.E.A.D. classes taught

## **F. DATA COLLECTION AND INFORMATION SHARING**

### **F.1. Describe how your agency plans to collect and use data on the violent crime interventions funded with this grant. Please include what methods of data collection your agency will utilize and how the information gathered will be used to improve programming over time.**

All activities will go through the Project Director so that accurate records may be kept on equipment and training. An excel document with serial numbers will be maintained so that assignments/locations are documented for all equipment purchases. Each officer training with attendees will be documented. All L.E.A.D. classes will be documented. During the contract period, Franklin County Sheriff's Office will gather data using internal reporting to keep track of violent crime trends

and data. This provides the sheriff's office with the capability to generate reports based on specific crimes at any time and monitor the effect of the newly acquired equipment on violent crime intervention and officer safety.

Additionally, the sheriff's office as well as all others in this grant will continue with accepted TIBRS standards and practices in reporting crime statistics. This will allow the sheriff's office to measure the efficacy of the newly implemented technology with regards to violent crime intervention.

**F.2. Describe how you will work with your collaborative partners to TRACK activities and outputs and the impact of our violent crime interventions.**

While all purchasing will be coordinated and documented by the lead agency Project Director, each partner's Project Director will provide documentation of equipment assignments. Each agency's Chief Officer will look at their department's training records to make well informed choices for additional training needs for the department. The lead agency Project Director will consolidate all training information across all departments so trained officers may be shared when needed.

**G. ACCOUNTABILITY**

**G.1. Describe how this funding will have long term impact on the violent crime in your region.**

The funding for this grant will have a long-term impact on the safety of Franklin County citizens. The specialized training received by officers will be utilized and shared between agencies and officers for years to come. The upgraded equipment will provide confidence and safety for officers responding to violent crimes. The ability to communicate in all areas will have lasting effects on many areas including citizen safety, officer safety and more efficient use of officer resources.

**G.2. Include information on how enhanced collaborations, improved investigations, and newly fostered community relationships will be SUSTAINED after the grant period.**

The L.E.A.D. program will foster community relationships between police officer and the school children. We will continue to teach this program to fifth graders and in time will see a reduction in violent crime associated with drug activity. Not only will this program help prevent crimes through education of our young, but it will improve relationships between the police and its citizens. We also anticipate that the collaboration between our law enforcement agencies will bring all the agencies together, with the same equipment and the same training which allows them to respond seamlessly to violent crime incidents in our cities and county. The

collaborations between the agencies will be enhanced and there are hopes for future collaborations that improve the quality of life and safety for citizens in Franklin County.

- G.3. Explain how your agency will ensure that the equipment purchased with VCIF funds will be used for its intended purpose in the future. Please specify the position at your agency that will be responsible for ensuring this.**

Policies and procedures for officer/staff use of all equipment being purchased under this grant will be reviewed for each agency and if necessary new policies created. All activities related with the VCIF grant will be conducted through one project manager and one financial manager. The funding for VCIF will be controlled through Andrea Smith, the financial manager, who will ensure that all purchasing follows Franklins County's procurement procedures. Andrea Smith will be in charge of requesting reimbursements for all items covered in this grant. Sam Davidson, the project manager and Sheriff's Deputy will coordinate and document all ordering, receiving and assignment of all equipment and training for this grant.

<b>GRANT BUDGET</b>				
<b>AGENCY NAME: Franklin County</b>				
<b>FUND SOURCE: State VCIF Collaborative Grant</b>				
<b>SOLICITATION IDENTIFICATION TITLE: VCIF Technical Assistance Grant</b>				
<b>The grant budget line-item amounts below shall be applicable only to expense incurred during the following</b>				
<b>Applicable Period: BEGIN: 07/15/2023 END: 6/30/2024</b>				
<b>POLICY 03 Object Line-Item Reference</b>	<b>EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup></b>	<b>GRANT CONTRACT</b>	<b>GRANTEE PARTICIPATION</b>	<b>TOTAL PROJECT</b>
1. 2	Salaries, Benefits & Taxes <sup>2</sup>	\$0.00	\$0.00	\$0.00
4. 15	Professional Fee, Grant & Award <sup>2</sup>	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications <sup>2</sup>	\$1,288,260.00	\$0.00	\$1,288,260.00
11. 12	Travel, Training <sup>2</sup>	\$174,085.00	\$0.00	\$174,085.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance <sup>2</sup>	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals <sup>2</sup>	\$0.00	\$0.00	\$0.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
20	Capital Purchase <sup>2</sup>	\$150,000.00	\$0.00	\$150,000.00
22	Indirect Cost <sup>2</sup>	\$0.00	\$0.00	\$0.00
24	In-Kind Expense <sup>2</sup>	\$0.00	\$0.00	\$0.00
25	<b>GRAND TOTAL</b>	<b>\$1,612,345.00</b>	<b>\$0.00</b>	<b>\$1,612,345.00</b>

<sup>1</sup> 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: <https://www.tn.gov/content/dam/tn/finance/ocip/Appendix J Policy 03 Report.xls>)

<sup>2</sup> Applicable detail follows this page if line-item is funded.

**GRANT BUDGET LINE-ITEM DETAIL:**

<b>AGENCY NAME: Franklin County</b>	
<b>FUND SOURCE: State VCIF Collaborative Grant</b>	
<b>SOLICITATION IDENTIFICATION TITLE: VCIF Technical Assistance Grant</b>	
<b>SUPPLIES (Includes "Sensitive Minor Equipment"), TELEPHONE, POSTAGE &amp; SHIPPING, OCCUPANCY, EQUIPMENT RENTAL &amp; MAINTENANCE, PRINTING &amp; PUBLICATION</b>	<b>AMOUNT</b>
118 Axon Tasers with cartridges and training & 84 Axon Body Camera with storage, docks & training	\$700,560.00
Ammunition for Marksmanship Training for 84 officers (\$1000 per officer per quarter)	\$84,000.00
LPR cameras - 19 LPR locations at \$9200 per site (2 cameras, software license, user licenses)	\$174,800.00
86 Portable Radios at \$955 each	\$82,130.00
103 Mobile Radios at \$774 each	\$79,722.00
189 radio digital license at \$402.50 each	\$76,073.00
89 Bullet Proof Vests at \$800 each	\$71,200.00
93 Gas Masks at \$75 each	\$6,975.00
8 Gas Guns at \$1600 each	\$12,800.00
<b>TOTAL</b>	<b>\$1,288,260.00</b>
<b>TRAVEL, TRAINING (includes Per Diem &amp; Over-time Pay for trainees)</b>	<b>AMOUNT</b>
L.E.A.D Program for all elementary schools (workbooks & train 3 officers from county)	\$5,000.00
National Forensic Academy - 6 officers	\$129,000.00
Domestic Violence Training - train 3 officers to train the rest (to include per diem and overtime if necessary)	\$6,225.00
Missing Persons Training on site -(to include per diem and overtime if necessary)	\$600.00
Crisis Intervention Training on site -(to include per diem and overtime if necessary)	\$5,000.00
Active Shooter Instructor Training - train 3 officers to train the rest (to include per diem and overtime if necessary)	\$8,400.00
SWAT/Tactical Grenadier Training - 6 officers(to include per diem and overtime if necessary)	\$5,160.00
Hostage Negotiator Training - 6 officers (to include per diem and overtime if necessary)	\$14,700.00
<b>TOTAL</b>	<b>\$174,085.00</b>
<b>CAPITAL PURCHASE</b>	<b>AMOUNT</b>
System upgrades for communication infrastructure and licenses as needed	\$150,000.00
<b>TOTAL</b>	<b>\$150,000.00</b>



GRANT BUDGET				
AGENCY NAME: Franklin County				
FUND SOURCE: State VCIF Collaborative Grant				
SOLICITATION IDENTIFICATION TITLE: VCIF Technical Assistance Grant				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: 07/01/2024 END: 06/30/2025				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup>	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes <sup>2</sup>	\$0.00	\$0.00	\$0.00
4. 15	Professional Fee, Grant & Award <sup>2</sup>	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications <sup>2</sup>	\$89,000.00	\$0.00	\$89,000.00
11. 12	Travel, Training <sup>2</sup>	\$169,460.00	\$0.00	\$169,460.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance <sup>2</sup>	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals <sup>2</sup>	\$0.00	\$0.00	\$0.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
20	Capital Purchase <sup>2</sup>	\$129,195.00	\$0.00	\$129,195.00
22	Indirect Cost <sup>2</sup>	\$0.00	\$0.00	\$0.00
24	In-Kind Expense <sup>2</sup>	\$0.00	\$0.00	\$0.00
25	<b>GRAND TOTAL</b>	<b>\$387,655.00</b>	<b>\$0.00</b>	<b>\$387,655.00</b>

<sup>1</sup> 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: <https://www.tn.gov/content/dam/tn/finance/ocip/Appendix J Policy 03 Report.xls>)

<sup>2</sup> Applicable detail follows this page if line-item is funded.

**GRANT BUDGET LINE-ITEM DETAIL:**

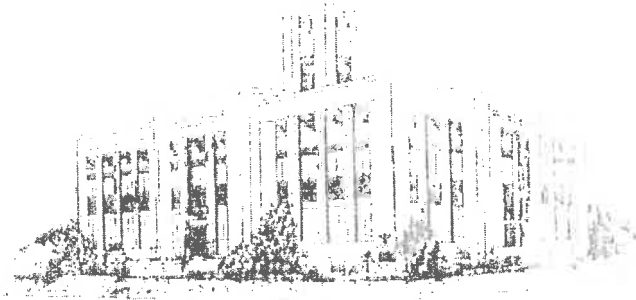
<b>AGENCY NAME:</b> Franklin County
<b>FUND SOURCE:</b> State VCIF Collaborative Grant
<b>SOLICITATION IDENTIFICATION TITLE:</b> VCIF Technical Assistance Grant

<b>SUPPLIES (Includes "Sensitive Minor Equipment"), TELEPHONE, POSTAGE &amp; SHIPPING, OCCUPANCY, EQUIPMENT RENTAL &amp; MAINTENANCE, PRINTING &amp; PUBLICATION</b>	<b>AMOUNT</b>
LPR licenses - 19 LPR locations (software & user licenses)	\$5,000.00
Ammunition for Marksmanship Training for 84 officers (\$1000 per officer per quarter)	\$84,000.00
<b>TOTAL</b>	<b>\$89,000.00</b>

<b>TRAVEL, TRAINING (Includes Per Diem &amp; Over-time Pay for trainees)</b>	<b>AMOUNT</b>
L.E.A.D Program materials	\$5,000.00
National Forensic Academy - 6 officers (to include per diem and overtime if necessary)	\$129,000.00
Domestic Violence Training on site - (to include overtime if necessary and supplies)	\$5,000.00
Missing Persons Training on site - (to include overtime if necessary and supplies)	\$600.00
SWAT/Tactical Grenadier Training - 6 officers (to include per diem and overtime if necessary)	\$5,160.00
Crisis Intervention Training on site - (to include overtime if necessary and supplies)	\$5,000.00
Active Shooter Training on site - (to include overtime if necessary and supplies)	\$5,000.00
Hostage Negotiator Training - 6 officers (to include per diem and overtime if necessary)	\$14,700.00
<b>TOTAL</b>	<b>\$169,460.00</b>

<b>CAPITAL PURCHASE</b>	<b>AMOUNT</b>
System upgrades for communication infrastructure and licenses as needed	\$129,195.00
<b>TOTAL</b>	<b>\$129,195.00</b>

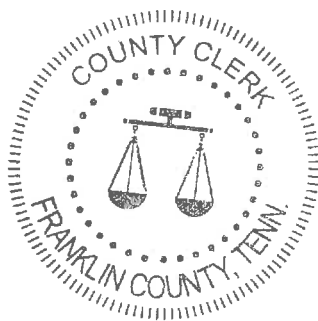
# CLERK'S CERTIFICATE



I, Tina Sanders, County Clerk of Franklin County, Tennessee hereby certify that the attached document is a true and correct copy of:

**RESOLUTION 7c-0723- AUTHORIZING SUBMISSION OF AN APPLICATION FOR A VCIF VIOLENT CRIME INTERVENTION FUND COMPETITIVE COLLABORATIVE ENHANCEMENT GRANT FOR FY2023-2025 FROM THE TENNESSEE OFFICE OF CRIMINAL JUSTICE PROGRAMS AND AUTHORIZING THE ACCEPTANCE OF SAID GRANT.**

This document was approved at a regular session of the Franklin County Board of Commissioners on July 17, 2023 and is recorded on file in my office in Commission Minute Book 42 Witness my hand and official seal, at office in Winchester, Tennessee, this the 19th day of July 2023.



Tina Sanders, County Clerk  
of Franklin County, Tennessee

Resolution # 7d-0723

A RESOLUTION AMENDING THE FRANKLIN CO BOARD OF EDUCATION GENERAL FUND BUDGET OF FRANKLIN COUNTY, TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2024

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 unappropriated balances in the Board of Education Centralized Cafeteria Budget Fund,

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

Department & Description	Account Number					Revenue Source	Credit Expenditure
	Fund	Category	Obj	CC	Sub Obj		
Other Contracted Services	141	73300	399		132		\$ 15,000.00
Other Supplies and Material	141	73300	499		132		\$ 2,000.00
Inservice/Staff Development	141	73300	524		132		\$ 2,800.00
Indirect Cost	141	73300	504		132		\$ 776.00
Other Charges	141	73300	599		132		\$ 5,291.00
Revenue-State	141	47590			132	\$ 25,867.00	
<b>Total</b>						<b>\$ 25,867.00</b>	<b>\$ 25,867.00</b>
<b>SOR III-New Funds</b>							

Approved this the 17th Day of July 2023.  
(PENDING School Board July 10, 2023)

  
Chris Guess, Honorable Franklin County Mayor &

Attest:

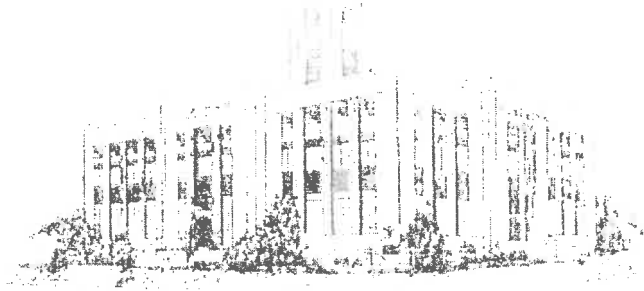
  
Tina Sanders, County Clerk

Resolution Sponsored By: Riddle & Eldridge

Motion to Adopt By: Schultz Second By: Shetters

Votes: Ayes: 13 Nays: \_\_\_\_\_ Pass: \_\_\_\_\_ Declaration: Roll Call, Approved

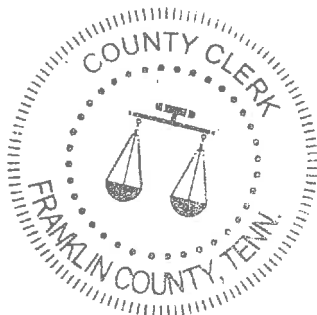
# CLERK'S CERTIFICATE



I, Tina Sanders, County Clerk of Franklin County, Tennessee hereby certify that the attached document is a true and correct copy of:

**RESOLUTION 7d-0723- AMENDING THE FRANKLIN CO. BOARD OF  
EDUCATION GENERAL FUND BUDGET OF FRANKLIN COUNTY, TENNESSEE  
FOR THE FISCAL YEAR ENDING JUNE 30, 2024.**

This document was approved at a regular session of the Franklin County Board of Commissioners on July 17, 2023 and is recorded on file in my office in Commission Minute Book 42 Witness my hand and official seal, at office in Winchester, Tennessee, this the 19th day of July 2023.



Tina Sanders, County Clerk  
of Franklin County, Tennessee

RESOLUTION# - 7e-0723

A RESOLUTION AMENDING THE GENERAL & LIBRARY FUND BUDGETS OF FRANKLIN COUNTY,  
TENNESSEE FOR THE FISCAL YEAR ENDING JUNE 30, 2024.

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 Budgets of Franklin County, Tennessee be amended as follows:

Department & Description	Account Number					Debit Revenue Source	Credit Expenditure
	Fund	Category	Obj	CC	Sub Obj		
Unassigned Fund Balance - Opioid Funds	101	39000				21,000.00	
Other Public Safety - Travel	101	54900	355	DARE			11,000.00
Other Public Safety - Instructional Supplies	101	54900	429	DARE			3,000.00
Other Public Safety - In-Service Staff Dev	101	54900	524	DARE			7,000.00
<b>Total County General Fund 101</b>						<b>21,000.00</b>	<b>21,000.00</b>
<b>Rebudget Opioid Funds for DARE Program ending 6/30/23</b>							

Unassigned Fund Balance - Opioid Funds	101	39000				40,000.00	
Other Public Safety - Contracts w/Gov Agency	101	54900	309	CAMPO			40,000.00
<b>Total County General Fund 101</b>						<b>40,000.00</b>	<b>40,000.00</b>
<b>Budget Opioid Funds for Campora Program</b>							

Unassigned Fund Balance - Donations	101	39000				2,942.40	
Health Dept - Other Charges Back to School	101	55110	599	GIVE			2,942.40
<b>Total County General Fund 101</b>						<b>2,942.40</b>	<b>2,942.40</b>
<b>Rebudget Health Dept Reserve for Give a Kid A Chance (B2SB) Program ending 6/30/23</b>							

Unassigned Fund Balance - Proj Presv		39000				6,649.19	
Preservation of Records - Other Supplies/Mats	101	51910	499	PRESV			6,649.19
<b>Total County General Fund 101</b>						<b>6,649.19</b>	<b>6,649.19</b>
<b>Rebudget Proceeds for Project Preservation ending 6/30/23</b>							

Unassigned Fund Balance - Fees	101	39000				2,362.51	
Co Comm - Food Truck Friday Other Charges	101	51100	599	FTF			2,362.51
<b>Total County General Fund 101</b>						<b>2,362.51</b>	<b>2,362.51</b>
<b>Rebudget Proceeds for Food Truck Friday ending 6/30/23</b>							

Unassigned Fund Balance - Fair Proceeds	101	39000				57,901.91	
Co Comm - Fair Other Charges	101	51100	599	FAIR			57,901.91
<b>Total County General Fund 101</b>						<b>57,901.91</b>	<b>57,901.91</b>
<b>Rebudget Proceeds for Fair Board ending 6/30/23</b>							

Department & Description	Account Number					Debit Revenue Source	Credit Expenditure
	Fund	Category	Obj	CC	Sub Obj		

Unassigned Fund Balance - Opioid Funds	101	39000				49,605.50	
Other Admin of Justice - Travel	101	53900	355	FCFC			4,000.00
Other Admin of Justice - Other Contract Serv	101	53900	399	FCFC			15,000.00
Other Admin of Justice - Other Supplies	101	53900	499	FCFC			19,605.50
Other Admin of Justice - In-Service Staff Dev	101	53900	524	FCFC			6,000.00
Other Admin of Justice - Other Charges	101	53900	599	FCFC			5,000.00
<b>Total County General Fund 101</b>						<b>49,605.50</b>	<b>49,605.50</b>
<b>Rebudget Family Court Opioid Funds ending 6/30/23</b>							

Unassigned Fund Balance - Carryover Bal	101	39000				9,613.57	
Sheriff - Reserve Deputies	101	54110	599	RESER			9,613.57
<b>Total County General Fund 101</b>						<b>9,613.57</b>	<b>9,613.57</b>
<b>Budget Reserve Deputy Balance ending 6/30/23</b>							

Jail - Matching Share	101	54210	339			20,000.00	
Other Admin of Justice - Matching Share	101	53900	339	INDIG			20,000.00
<b>Total County General Fund 101</b>						<b>20,000.00</b>	<b>20,000.00</b>
<b>Reclassify Matching Share of Defendants Indigent Match Electronic Devices</b>							

Direct Federal Revenue - EMA Rescue Grant	101	47990		RESCU		15,800.69	
Other Public Safety - Printing	101	54900	349	RESCU			500.00
Other Public Safety - Travel	101	54900	355	RESCU			1,000.00
Other Public Safety - Other Contracted Service	101	54900	399	RESCU			1,800.00
Other Public Safety - Other Supplies	101	54900	499	RESCU			11,020.31
Other Public Safety - In-Service Staff Dev	101	54900	524	RESCU			1,000.00
Other Public Safety - Other Charges	101	54900	599	RESCU			480.38
<b>Total County General Fund 101</b>						<b>15,800.69</b>	<b>15,800.69</b>
<b>Re-Budget EMA Rescue Grant Remains ending 6/30/23</b>							

Appalachian Reg Commission Grant	101	47170		TCAT		92,357.42	
Other Econ & Comm Dev - Small Tools	101	58190	446	TCAT			5,000.00
Other Econ & Comm Dev - Other Cap Outlay	101	58190	799	TCAT			87,357.42
<b>Total County General Fund 101</b>						<b>92,357.42</b>	<b>92,357.42</b>
<b>Re-Budget Grant TCAT Airport Program ending 6/30/23</b>							

Unassigned Fund Balance	101	39000				6,196.16	
Veterans Admin - Transportation	101	58300	354	VTAID			3,500.00
Veterans Admin - Other Charges	101	58300	599	VTAID			2,696.16
<b>Total County General Fund 101</b>						<b>6,196.16</b>	<b>6,196.16</b>
<b>Re-Budget Proceeds for Veteran's Aid Program ending 6/30/23</b>							

Department & Description	Account Number					Debit Revenue Source	Credit Expenditure
	Fund	Category	Obj	CC	Sub Obj		
Assigned for Gen Government	101	34710		91190		70,000.00	
Other Capital Outlay - Vehicles	101	91190	718				70,000.00
Assigned for Gen Government	101	34710		91190		37,932.80	
Other Capital Outlay - Other Equipment	101	91190	790				37,932.80
<b>Total County General Fund 101</b>						<b>107,932.80</b>	<b>107,932.80</b>
<b>Rebudget Reserves for Technology and Vehicles ending 6/30/23</b>							

Other Fed through State	101	47590		AIRPT		185,000.00	
Airport - Other Contracted Services	101	58220	399	AIRPT			185,000.00
<b>Total County General Fund 101</b>						<b>185,000.00</b>	<b>185,000.00</b>
<b>Rebudget Airport Grant ending 6/30/23</b>							

ARPA Grant B - Health Dept	101	47407		HEALT		152,000.00	
ARPA Grant B - Other Capital Outlay	101	58842	799	HEALT			152,000.00
<b>Total County General Fund 101</b>						<b>152,000.00</b>	<b>152,000.00</b>
<b>Rebudget ARPA Health Grant ending 6/30/23</b>							

Unassigned Fund Bal - ARPA/Gov Reserve	101	39000				1,948,900.00	
Citizens - Donations Anim Ctrl Bldg	101	48610		ANIM		500,000.00	
ARP Grant - Animal Ctrl Bldg	101	58836	799	ANIM			1,500,000.00
ARP Grant - Health Dept Match	101	58836	799	HEALT			123,900.00
ARP Grant - Broadband Match	101	58836	799	BBAND			825,000.00
<b>Total County General Fund 101</b>						<b>2,448,900.00</b>	<b>2,448,900.00</b>
<b>Rebudget ARPA Grant #6 &amp; Gov Direct Fund Proceeds ending 6/30/23</b>							

Unassigned Fund Balance - ARPA Reserve	101	39000				620,658.16	
Other Governments Contributions	101	48130		TDEC		800,992.15	
ARPA Grant # 3 - Revenue	101	47403		TDEC		3,737,963.38	
ARPA Grant # 3 - Other Contracts	101	58833	399	TDEC			1,271,953.89
ARPA Grant # 3 - Other Capital	101	58833	799	TDEC			3,887,659.80
<b>Total County General Fund 101</b>						<b>5,159,613.69</b>	<b>5,159,613.69</b>
<b>Rebudget ARPA Grant #3 Proceeds \$5,339,947.69 ending 6/30/23 (diff already budgeted)</b>							

Unassigned Fund Balance	101	39000				13,000.00	
Hwy & Streets Capital Outlay	101	91200	799	UTSI			13,000.00
<b>Total County General Fund 101</b>						<b>13,000.00</b>	<b>13,000.00</b>
<b>Rebudget UTSI State Project Funds ending 6/30/23</b>							



Department & Description	Account Number					Debit Revenue Source	Credit Expenditure
	Fund	Category	Obj	CC	Sub Obj		
Other Federal Through State Revenue	101	47590		DRIVE	YR2	18,433.26	
Public Safety Grants - Overtime	101	54710	187	DRIVE	YR2		13,969.28
Public Safety Grants - Social Security	101	54710	201	DRIVE	YR2		232.70
Public Safety Grants - Pensions	101	54710	204	DRIVE	YR2		700.99
Public Safety Grants - Medical Premium	101	54710	207	DRIVE	YR2		86.23
Public Safety Grants - Unemployment	101	54710	210	DRIVE	YR2		
Public Safety Grants - Employer Medicare	101	54710	212	DRIVE	YR2		144.06
Public Safety Grants - Other Equipment	101	54710	790	DRIVE	YR2		3,300.00
<b>Total County General Fund 101</b>						<b>18,433.26</b>	<b>18,433.26</b>
<b>Clean up Remaining Sheriff's GHSO Drive Grant ending 6/30/23</b>							

Other Federal Through State	101	47590		VCIF		1,612,345.00	
Pub Safety Grant Prog - Inservice Staff Dev	101	54710	524	VCIF			174,085.00
Pub Safety Grant Prog - Commun Equipment	101	54710	708	VCIF			237,925.00
Pub Safety Grant Prog - Law Enforce Equip	101	54710	716	VCIF			1,050,335.00
Pub Safety Grant Prog - Other Capital Outlay	101	54710	799	VCIF			150,000.00
<b>Total County General Fund 101</b>						<b>1,612,345.00</b>	<b>1,612,345.00</b>
<b>Budget VCIF Violent Crime Intervention Fund - Technical Assistance Grant 7/15/23 - 6/30/24</b>							

TVA Invest Prep - Other State Revenue - 70%	101	46990		INVEST		26,388.60	
TCAT Donation - Grant Match 30%	101	48130		INVEST		11,309.40	
Other Econ/Comm Dev - Other Capital Outlay	101	58190	799	INVEST			37,698.00
<b>Total County General Fund 101</b>						<b>37,698.00</b>	<b>37,698.00</b>
<b>Budget TVA Invest Prep Grant</b>							

TVA Invest Prep - Other State Revenue - 70%	101	39000				50,000.00	
American Rescue Plan Act Grant # 7	101	47902		LATCF		50,000.00	
Other Capital Outlay - TRANE Project	101	91190	799	LATCF			100,000.00
<b>Total County General Fund 101</b>						<b>100,000.00</b>	<b>100,000.00</b>
<b>Rebudget LATCF Grant Funds for TRANE Project</b>							

Department & Description	Account Number					Debit Revenue Source	Credit Expenditure
	Fund	Category	Obj	CC	Sub Obj		
ID Board - Other Salaries & Wages	101	58120	189				7,617.80
ID Board - Social Security	101	58120	201				472.30
ID Board - Pensions	101	58120	204				545.43
ID Board - Medical Insurance Premium	101	58120	207			8,746.00	
ID Board - Employer Medicare	101	58120	212				110.46
<b>Total County General Fund 101</b>						<b>8,746.00</b>	<b>8,746.00</b>
<b>Reclassify ID Board Staff Insurance Benefit</b>							

Approved this the 17th Day of July 2023.

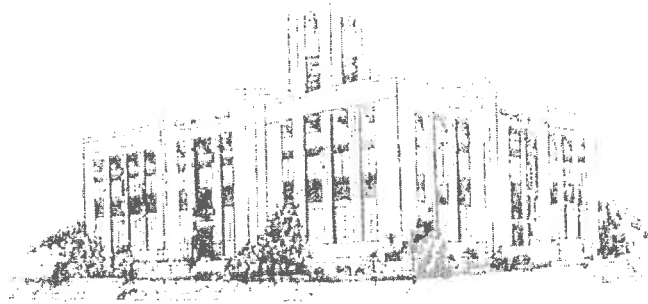
  
 Chris Guess, Honorable County Mayor &  
 Chairman of the Commission

ATTEST:

  
 Tina Sanders, County Clerk

Resolution Sponsored By: Riddle & Schultz  
 Motion to Adopt By: McMillan Second By: Wiseman Votes: 13 Declaration: Roll Call, Approved

# CLERK'S CERTIFICATE

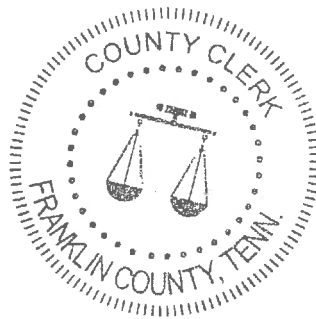


I, Tina Sanders, County Clerk of Franklin County, Tennessee hereby certify that the attached document is a true and correct copy of:

**RESOLUTION 7e-0723- AMENDING THE GENERAL & LIBRARY FUND  
BUDGETS OF FRANKLIN COUNTY, TENNESSEE FOR THE FISCAL YEAR  
ENDING JUNE 30, 2024.**

This document was approved at a regular session of the Franklin County Board of Commissioners on July 17, 2023 and is recorded on file in my office in Commission Minute Book 42. Witness my hand and official seal, at office in Winchester, Tennessee, this the 19th day of July 2023.

Tina Sanders, County Clerk  
of Franklin County, Tennessee



RESOLUTION: 77-0723

**A RESOLUTION AUTHORIZING  
A MULTIPLE YEAR CONTRACT FOR THE PROFESSIONAL SERVICES  
FOR THE FRANKLIN COUNTY FAMILY COURT**

**WHEREAS**, the Franklin County Family Court, needs to provide professional services for some court defendants, and

**WHEREAS**, the funding for this service contract is derived from the county general fund, 101-53900-FCFC Other Administration of Justice and is currently funded and requires no budget amendment, and

**WHEREAS**, the Recovery Support and Personal Growth Alliance Inc and Mayor Guess agree to the terms provided in the one-year contract, with the option to renew, and the Mayor 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 Mayor be authorized per TCA 5-21-118, to enter into a multi-year contract agreement on behalf of the Franklin County Family Court with Recovery Support and Personal Growth Alliance Inc, and the contract may extend beyond the one (1) year period if said parties agree.

**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 17<sup>th</sup> day of July 2023.



Chris Guess, Honorable Mayor &  
Chairman to the Commission

ATTEST:



Tina Sanders, County Clerk

RESOLUTION SPONSORED BY: R\_id\_d\_le & S\_c\_hu\_ltz

MOTION TO ADOPT: Shatters

SECOND BY: Benere

VOTES: AYES 13 NAYS    

DECLARATION: Voice Vote, Approved

480

## Professional Services Agreement

The Recovery Support and Personal Growth Alliance, Inc, a 501 C 3 non-profit Corporation chartered in the State of Tennessee (herein identified as the Alliance) does hereby agree to provide professional services to the Family Treatment Court of Franklin County and the Juvenile Drug Education Program of Franklin County, both programs supported by the Franklin County Government (herein identified as the County).

These services may include but are not limited to the following:

- A) Drug and Alcohol Abuse Assessment and Evaluation
- B) Drug and Alcohol Intensive Outpatient Treatment
- C) The Matrix Protocols
- D) Seeking Safety
- E) Adult Moral Reconition Therapy
- F) Parenting Classes
- G) Juvenile Moral Reconition Therapy
- H) Anger Manager
- I) Money Management
- J) Developing Listening Skills
- K) Time Management
- L) Positive Mental Attitude Training  
and other programs as developed or needed.

For these services rendered by the Alliance, the County agrees to pay fees as they are submitted by the Alliance. These fees will be invoiced by the Alliance as follows:

Groups 1 – 5 persons..... \$100 per session

Groups 5 – 10 persons..... \$150 per session

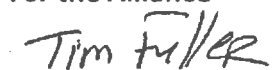
Groups 10 – 20 persons..... \$200 per session

The length and number of sessions will be determined by the development and progress of the people enrolled in each session. This progress will be determined by the instructors.

All services will be performed by trained, certified, credentialed individuals with experience in presenting the various classes, sessions and training courses.

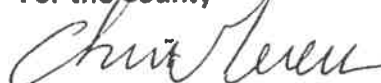
This agreement will take effect July 1, 2023, and remain in effect until such time as the Franklin County Mayor determines the agreement should be terminated.

For the Alliance



Tim Fuller, Chairman

For the County



Chris Guess, Mayor


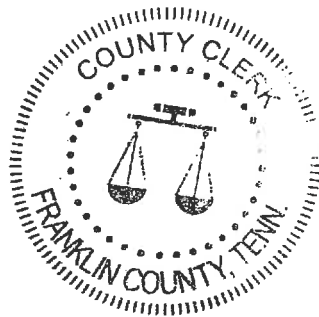
# CLERK'S CERTIFICATE



I, Tina Sanders, County Clerk of Franklin County, Tennessee hereby certify that the attached document is a true and correct copy of:

## **RESOLUTION 7f-0723- AUTHORIZING A MULTIPLE YEAR CONTRACT FOR THE PROFESSIONAL SERVICES FOR THE FRANKLIN COUNTY FAMILY COURT.**

This document was approved at a regular session of the Franklin County Board of Commissioners on July 17, 2023 and is recorded on file in my office in Commission Minute Book 42 Witness my hand and official seal, at office in Winchester, Tennessee, this the 19th day of July 2023.



Tina Sanders, County Clerk  
of Franklin County, Tennessee

RESOLUTION # 7g-0723

**RESOLUTION APPROVING GARY CLARDY TO PROVIDE  
CONSTRUCTION MANAGEMENT SERVICES TO  
FRANKLIN COUNTY FOR THE ANIMAL CONTROL BUILDING PROJECT**

**WHEREAS**, Franklin County has determined that it is necessary to contract for professional construction management services to assist the county with the animal control building construction project; and

**WHEREAS**, said services are of the nature of a professional service and therefore, a contract for the services may be negotiated and awarded by the Franklin County without public advertising for bids and bidding therefore, and

**WHEREAS**, the Franklin County has worked with Gary Clardy previously in the capacity of professional construction management services for Franklin County previously and have been found competent; and


**WHEREAS**, the Mayor deems it in the best interest of the Franklin County to enter into a contract with Gary Clardy, 1752 Westfield Rd, Dickson, TN 37055 as a qualified Construction Management Services to render services for the Animal Control Building Project.

**NOW THEREFORE BE IT RESOLVED** by the Franklin County Board of Commissioners that the Mayor be authorized to enter into a contract agreement with Gary Clardy for the professional services in regard to the Animal Control Building Project.

**BE IT FURTHER RESOLVED**, that this resolution be effective immediately upon the passage on this the 17<sup>th</sup> day of July, 2023.

  
\_\_\_\_\_  
Chris Guess, Honorable Chairman to the Commission  
& County Mayor

ATTEST:

  
\_\_\_\_\_  
Tina Sanders  
County Clerk

RESOLUTION SPONSORED BY: Schultz & Riddle

MOTION TO ADOPT: McMillan

SECOND BY: Hosch

VOTES: AYES 12 NAYS 1

DECLARATION: Voice Vote Approved

## AGREEMENT OF CONSTRUCTION ADVISORY SERVICES

This Agreement is made and entered into this **15th day of February 2023** by and between Gary Clardy ("Clardy") and the Franklin County Government (Franklin County)

### WITNESSETH:

WHEREAS, Franklin County desires to contract with Clardy to work with the Board of Animal Control to develop standards and guidelines in regards to potential cost saving design ideas on a new animal control shelter and contracting with general contractors and/or construction managers for the construction of a new animal control building in Franklin County; and

WHEREAS, Clardy has experience with regard to construction projects and working to establish systems which result in cost savings and

WHEREAS, Clardy has agreed to provide certain services to Franklin County in regards to setting general standards and guidelines for animal shelter building construction and general contractors and/or construction managers in regards to the construction of this building; and

WHEREAS, Franklin County will be contracting directly with the general contractor or construction manager or for the actual construction of the animal control building; and

WHEREAS, it will remain the responsibility of the Franklin County to approve the design of this building and to contract with a general contractor or construction services manager for the construction of this animal control shelter;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned parties hereby agree:

1. Clardy agrees to advise Franklin County with regard to establishing, guidelines and general design ideas for the animal shelter building and for the construction of building in Franklin County.
2. Franklin County will be responsible for contracting with a general contractor or construction services manager for the actual construction of this building. Franklin County will further be responsible to engage and contract with architects and engineers for the construction of this animal control shelter



3. The general contractor or construction services manager with regard to this building shall be responsible for contracting with any and all contractors subcontractors, and/or suppliers and Clardy shall have no responsibility with regard to same. It shall be the responsibility of Franklin County to ensure any general contractor Franklin County contracts is appropriately licensed with the State of Tennessee and carries all required workers' compensation policies and is otherwise duly licensed and qualified to contract for the provisions of said services to Franklin County.
4. Under no circumstances will Clardy have any responsibility in regards to the selection of general contractor and/or subcontractors for any jobs performed for Franklin County.
5. Franklin County agrees to pay Clardy a fee for his services as agreed upon between Clardy and the Board of Animal Control. **The fee is \$40,000 (Forty Thousand Dollars) lump sum over a period of 1 year or building is complete, whichever comes first.** Should the projects not receive approvals from all governmental entities required to approve and fund construction, then fees shall be capped to the amount of fees due for services rendered upon the date the work stops on the projects.
6. Billing will be on a monthly progress basis with 40% or not to exceed **\$16,000 (Sixteen Thousand Dollars)** to be progressed billed through the design phase and the remaining 60% or not to exceed **\$24,000 (Twenty-Four Thousand Dollars)** to be progress billed during the bid process and throughout the actual construction phase.
7. The services rendered by Clardy under the terms of this Agreement are merely advisory and Franklin County retains any and all rights to make all decisions regarding all aspects of the construction project under the terms of the contract with a contractor or construction services manager for the construction of a new Animal Control facility. Services to be rendered will be assigned by Franklin County and agreed upon by both parties, Clardy and Franklin County.

8. If any provision(s) of this Agreement or any part of any provision of this Agreement is found to be invalid by a court of competent jurisdiction, such ruling shall not affect the validity of any other provision(s) or part(s) of this Agreement.
9. This Agreement shall be construed and governed by the laws of the State of Tennessee,
10. This is the entire agreement between the parties hereto with respect to the Agreement referenced herein. Any amendment to this Agreement must be in writing signed by the parties hereto in order to be binding. In the event the singular or plural is used herein, the term shall include the other unless the context clearly indicates a contrary interpretation.
11. This Agreement may be executed by the parties independently in any number of identical counterparts and upon execution by both parties of any such independent counterparts this Agreement shall be in full force and effect as if the Parties had executed one and the same counterparts, and all of such counterparts when taken together shall constitute one and the same instrument. Execution of this Agreement may be evidenced by a facsimile of a signature.

"CLARDY"  
  
GARY CLARDY

"Franklin County Government"

By:

Title: 3

# CLERK'S CERTIFICATE

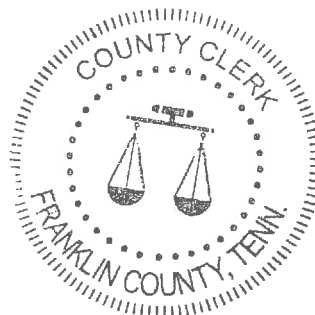


I, Tina Sanders, County Clerk of Franklin County, Tennessee hereby certify that the attached document is a true and correct copy of:

**RESOLUTION 7g-0723- APPROVING GARY CLARDY TO PROVIDE  
CONSTRUCTION MANAGEMENT SERVICES TO FRANKLIN COUNTY FOR  
THE ANIMAL CONTROL BUILDING PROJECT.**

This document was approved at a regular session of the Franklin County Board of Commissioners on July 17, 2023 and is recorded on file in my office in Commission Minute Book 42 Witness my hand and official seal, at office in Winchester, Tennessee, this the 19th day of July 2023.

Tina Sanders, County Clerk  
of Franklin County, Tennessee



RESOLUTION # 7h-0723

**RESOLUTION APPROVING GOODWYN MILLS CAWOOD ARCHITECTS AS QUALIFIED ARCHITECT/S TO PROVIDE PROFESSIONAL ARCHITECTUAL SERVICES TO THE FRANKLIN COUNTY ANIMAL CONTROL BUILDING**

**WHEREAS**, Franklin County has determined that it is necessary to contract for professional architectural services to assist the Animal Control Building Construction Manager with the construction project; and

**WHEREAS**, said services are of the nature of a professional service and therefore, a contract for the services may be negotiated and awarded by the Franklin County without public advertising for bids and bidding therefore, and

**WHEREAS**, the Franklin County has worked with GMC previously after an advertised Request for Proposals/Qualifications for professional architectural services for outside professional service firms who desire to perform work for Franklin County previously and have been found competent; and

**WHEREAS**, the Mayor deems it in the best interest of the Franklin County to enter into a contract with GMC Architects, 3310 West End Avenue, Suite 420, Nashville, TN 37203 as a qualified Architectural Consulting Services Firm to render architectural services for the Animal Control Building Project.

**NOW THEREFORE BE IT RESOLVED** by the Franklin County Board of Commissioners that the Mayor be authorized to enter into a contract agreement with Goodwyn Mills Cawood for the professional services in regard to the Animal Control Building Project.

**BE IT FURTHER RESOLVED**, that this resolution be effective immediately upon the passage on this the 17<sup>th</sup> day of July, 2023.

  
Chris Guess, Honorable Chairman to the Commission  
& County Mayor

ATTEST:

  
Tina Sanders  
County Clerk

RESOLUTION SPONSORED BY: Eldridge & Wiseman

MOTION TO ADOPT: McMillan

SECOND BY: Benere

VOTES: AYES 13 NAYS       

DECLARATION: Voice Vote, Approved



June 26, 2023

**Goodwyn Mills Cawood**

3310 West End Avenue  
Suite 420  
Nashville, TN 37203

T (615) 333-7200  
F (615) 333-0529

www.gmcnetwork.com

Mr. Chris Guess, Mayor  
Franklin County Government  
855 Dinah Shore Boulevard, Suite 3  
Winchester, Tennessee 37398

Re: Proposal for Professional Services  
Franklin County Animal Control Facility  
Winchester, Tennessee

Dear Mr. Guess:

Goodwyn Mills Cawood (GMC) appreciates the opportunity to present this proposal for architectural and engineering services for the design of the Animal Control Facility planned for Franklin County as discussed together in past meetings. This proposal outlines the overall scope of work and proposed fee for the professional services.

Architectural and Engineering Services:

This proposal is for architectural services and engineering services, including civil engineering, structural engineering, and mechanical/plumbing/electrical/fire protection engineering services. A/E services begin with the schematic design phase, move through construction documents phase, and include contractor bidding phase and construction administration phase through completion of construction and occupancy of the facility. Bid documents made up of drawings and specifications will be prepared including all disciplines listed above.

Scope of Work Outline Description:

From the information provided by the Franklin County Animal Control folks, including the example layout drawings, design requirements and guidelines, and space programming information, we understand the scope of architectural and engineering services includes design of the approximately 3,400 square foot building (enclosed spaces, not including outdoor/covered areas, and associated site work.

Proposed Fee:

For the scope of work as generally described above, we propose a lump sum fee of \$120,000.

Reimbursable Expenses for printing and any fees for plans review or applications to authorities having jurisdiction over the project will be billed in addition to the lump sum fee presented above, at our cost with no markup.

If this proposal is acceptable, please let us know and we will then prepare an AIA Owner Architect Agreement for review and signature.



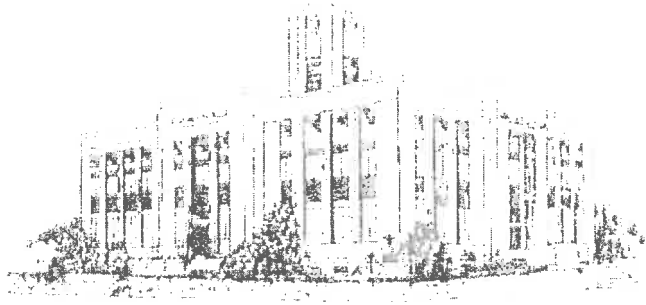
Once again, thank you for the opportunity to work together with you. If you have any questions or need any additional information, please do not hesitate to call.

Sincerely,

GOODWYN MILLS CAWOOD, LLC

Joseph E. Binkley, AIA

# CLERK'S CERTIFICATE

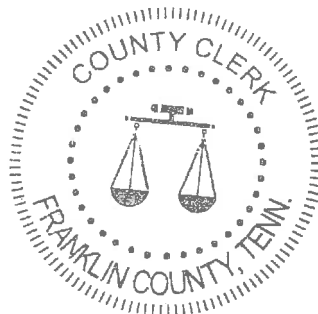


I, Tina Sanders, County Clerk of Franklin County, Tennessee hereby certify that the attached document is a true and correct copy of:

**RESOLUTION 7h-0723- APPROVING GOODWYN MILLS CAWOOD ARCHITECTS AS QUALIFIED ARCHITECT/S TO PROVIDE PROFESSIONAL ARCHITECTURAL SERVICES TO THE FRANKLIN COUNTY ANIMAL CONTROL BUILDING.**

This document was approved at a regular session of the Franklin County Board of Commissioners on July 17, 2023 and is recorded on file in my office in Commission Minute Book 42 Witness my hand and official seal, at office in Winchester, Tennessee, this the 19th day of July 2023.

Tina Sanders, County Clerk  
of Franklin County, Tennessee



RESOLUTION # 79-0723

TO APPROVE ADDITION TO THE  
FRANKLIN COUNTY PRIVATE ROAD LIST

**WHEREAS**, the Franklin County Highway Department has implemented a Private Road List for Franklin County, to better serve the people of Franklin County, and

**WHEREAS**, the Franklin County Highway Department requests changes & additions as needed, and

**WHEREAS**, the following list of private road names, are recommended by the Road & Bridge Committee for approval by the Franklin County Legislative Body, and


**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Franklin County Commissioners of Franklin County, Tennessee, assembled in regular session on this the 19<sup>th</sup> day of June, 2023 that:


Section 1. The following county road name & classification be **added** to the Franklin County Private Roads List.

<u>Lane Name</u>	<u>Road Dist.</u>	<u>E-911 Grid</u>	<u>Co Grid</u>	<u>Beginning Rd</u>
Pleasant Lane	2	32B	123M	Pleasant Grove Road

Section 2. The approved addition shall be filed with the Franklin County Clerk & Emergency 911 addressing commission.

**ADOPTED** this 19<sup>th</sup> day of June, 2023.

  
Honorable Chris Guess Franklin County Mayor & Chairman to the Commission

Attest:  
  
Tina Sanders, County Clerk

RESOLUTION SPONSORED BY: Summers & Benere  
MOTION TO ADOPT: Riddle SECONDED BY: Shetters  
VOTE: AYES 13 NAYS \_\_\_\_\_ ABSTAIN \_\_\_\_\_  
DECLARATION: Voice Vote, Approved



**FRANKLIN COUNTY  
ROAD NAME PETITION**

CURRENT ROAD NAME N/A - Private Road in Pleasant Acres West

- Private roads that intersect with County Roads, State Routes, or Federal Highways must end in the suffix: Lane
- Private roads that intersect with only the other Private Roads shall end with one of the following suffixes:
 

A. Bend	B. Bluff	C. Brook
D. Cape	E. Common	F. Cove
G. Crossing	H. Estates	I. Field
J. Fork	K. Manor	L. Pass
M. Path	N. Ridge	O. Route
P. Square	Q. View	R. Vista
- All road name change requests must be accompanied by a non-refundable certified check or money order in the sum of no less than \$100.00 payable to Franklin County, Tennessee. Additional cost may be assessed in accordance with Resolution No. H-2 1093 as amended by Resolution No. H-D 1008-02.
- County & Public roads can be named Circle, Court, Drive, Road, Trace, Trail or Way.
- No duplications of road names are allowed.
- All new names of County & Public roads must be of historical, geographical or physical significance. Personal names will be allowed to be used on Private roads only.
- Road Survey - District \_\_\_\_\_ E911 Grid \_\_\_\_\_ County Grid \_\_\_\_\_  
 Surface \_\_\_\_\_ Class \_\_\_\_\_ Right-of-Way \_\_\_\_\_ # of Houses \_\_\_\_\_  
 Log Mile \_\_\_\_\_ Road Bed Width \_\_\_\_\_ Road Surface Width \_\_\_\_\_

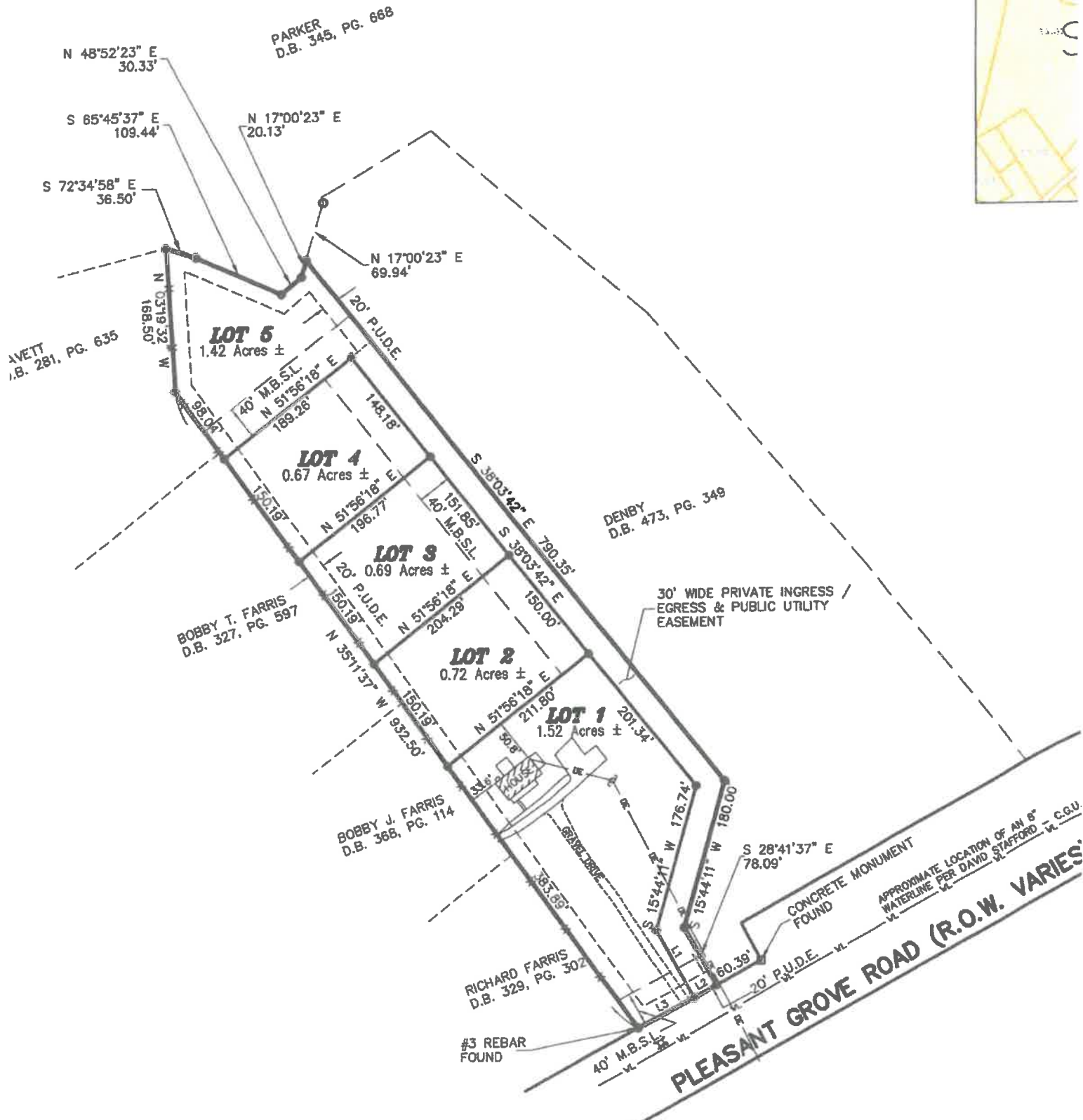
PREFERRED ROAD NAME Pleasant Lane / Grove Lane

- Petition must be signed by 75% of property owners fronting and/or bounding the road and should include name, address and phone number of signers, petition requires only one signature for each property jointly owned.

NAME	STREET ADDRESS, CITY, STATE & ZIP	PHONE #
X <u>Joe Denby</u>	<u>P.O. Box 245 Tullahoma, TN, 37388</u>	<u>931-205-7473</u>
<del>X <u>[Signature]</u></del>		

X <u>Jennifer Denby Swartz</u>	<u>P.O. Box 245 Tullahoma, TN 37388</u>	<u>615-478-3458</u>
<del>X <u>Jennifer Swartz</u></del>		

Ayers 6-6-23



*Pleasant Acres West*  
*Joe Denby*

- 1) Pleasant Ln - OK per P.O. & Kathy
- 2) Grove Ln

RESOLUTION # 7j-0723

**TO APPROVE ADDITION TO THE  
FRANKLIN COUNTY PRIVATE ROAD LIST**

**WHEREAS**, the Franklin County Highway Department has implemented a Private Road List for Franklin County, to better serve the people of Franklin County, and

**WHEREAS**, the Franklin County Highway Department requests changes & additions as needed, and

**WHEREAS**, the following list of private road names, are recommended by the Road & Bridge Committee for approval by the Franklin County Legislative Body, and

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Franklin County Commissioners of Franklin County, Tennessee, assembled in regular session on this the 19<sup>th</sup> day of June, 2023 that:

Section 1. The following county road name & classification be added to the Franklin County Private Roads List.

Lane Name	Road Dist.	E-911 Grid	Co Grid	Beginning Rd
Sunset Cove Lane	2	42D	54	Riva Lake Road

Section 2. The approved addition shall be filed with the Franklin County Clerk & Emergency 911 addressing commission.

**ADOPTED** this 19<sup>th</sup> day of June, 2023.

  
Honorable Chris Guess Franklin County Mayor &  
Chairman to the Commission

Attest:

  
Tina Sanders, County Clerk

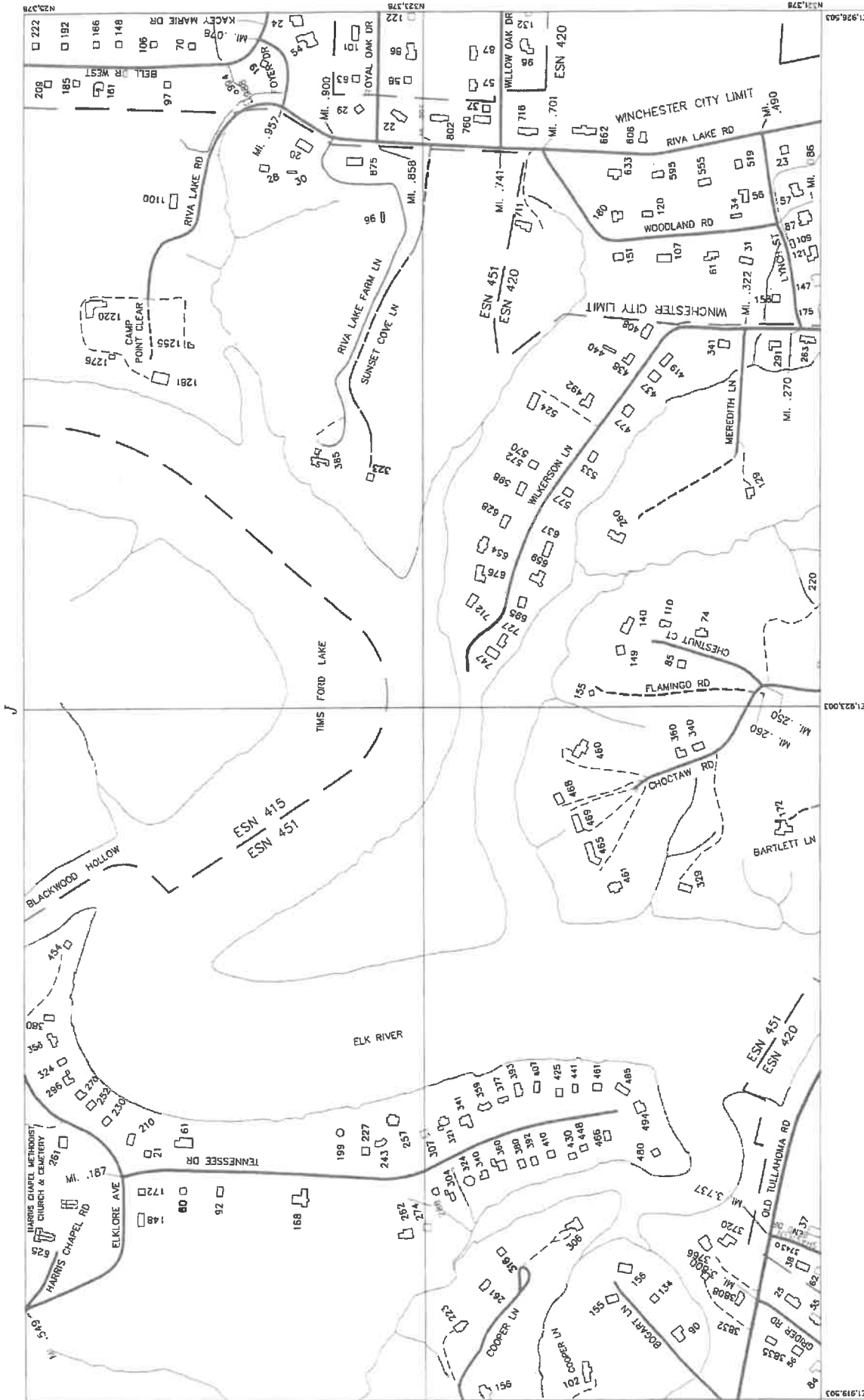
Summers & Benere

RESOLUTION SPONSORED BY:

MOTION TO ADOPT: Riddle SECONDED BY: Shetters

VOTE: AYES 13 NAYS      ABSTAIN     

DECLARATION: Verie Vote Approved



PAGE NO.

42D1

FRANKLIN COUNTY EMERGENCY  
COMMUNICATION DISTRICT

P.O. BOX 711, WINCHESTER TN. 37398

EMERGENCY SERVICE NUMBERS: 415, 420, 451  
DATE OF MAP: 11-01-18

PAGE LOCATOR

42S3	42A4	43B3
42D2	42D1	43C2
42D3	42D4	43C3

PREPARED BY  
WILLIAM F. AYERS & ASSOCIATES  
CARTOGRAPHIC CONSULTANTS  
P.O. BOX 622  
WINCHESTER, TN 37398

RESOLUTION # 7K-0723

TO APPROVE ADDITION TO THE  
FRANKLIN COUNTY PRIVATE ROAD LIST

**WHEREAS**, the Franklin County Highway Department has implemented a Private Road List for Franklin County, to better serve the people of Franklin County, and

**WHEREAS**, the Franklin County Highway Department requests changes & additions as needed, and

**WHEREAS**, the following list of private road names, are recommended by the Road & Bridge Committee for approval by the Franklin County Legislative Body, and

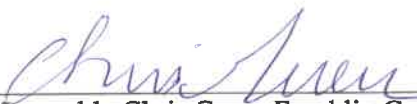
**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Franklin County Commissioners of Franklin County, Tennessee, assembled in regular session on this the 19<sup>th</sup> day of June, 2023 that:

Section 1. The following county road name & classification be **added** to the Franklin County Private Roads List.

Lane Name	Road Dist.	E-911 Grid	Co Grid	Beginning Rd
Rough Rider Ridge	1	85D	W5	Thunder Ridge Drive

Section 2. The approved addition shall be filed with the Franklin County Clerk & Emergency 911 addressing commission.

**ADOPTED** this 19<sup>th</sup> day of June, 2023.

  
\_\_\_\_\_  
Honorable Chris Guess Franklin County Mayor &  
Chairman to the Commission

Attest:

  
\_\_\_\_\_  
Tina Sanders, County Clerk

Summers & Benere

RESOLUTION SPONSORED BY: \_\_\_\_\_

MOTION TO ADOPT: Riddle SECONDED BY: Shetters

VOTE: AYES 13 NAYS \_\_\_\_\_ ABSTAIN \_\_\_\_\_

DECLARATION: Voice Vote, Approved

# CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YY)  
7/1/2023

**PRODUCER**  
NGU Risk Management  
111 Hazel Path  
Hendersonville, TN 37075

THIS CERTIFICATE IS INTENDED TO CONFER AND STIPULATE COVERAGE UNDER THE FOLLOWING TERMS AND CONDITIONS TO THE NAMED INSURED INCLUDING ALTERATION OF THE TNRMT PROGRAM IF REQUIRED.

### COMPANIES AFFORDING COVERAGE

**INSURED**  
Tennessee Risk Management Trust  
101 Tamaras Way  
Hendersonville, TN 37075

INSURER A: **TNRMT**  
  
INSURER B:  
  
INSURER C:

Member: Franklin County School System

### COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM, OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	COVERED PROPERTY	LIMITS		
A	X	TNRMT	07/01/2023	07/01/2024	X	BUILDING	Blanket	
	CAUSES OF LOSS				X	PERSONAL PROPERTY	Blanket	
								BASIC
								BROAD
	X				SPECIAL	X	EXTRA EXPENSE	\$5,000,000 Per Occurrence
X	FLOOD*							
A	X	TNRMT	07/01/2023	07/01/2024		Per Schedule		
	CAUSES OF LOSS							
	X						ACTUAL CASH VALUE	
A	X	TNRMT	07/01/2023	07/01/2024		Property Damage Deductible \$1,000 See Attached Summary		

**LOCATION OF PREMISES/DESCRIPTION OF PROPERTY**

\*Flood coverage is excluded in any flood zone prefixed in "A".

**SPECIAL CONDITIONS/OTHER COVERAGES**

Maintenance deductible on all first party losses is \$500.

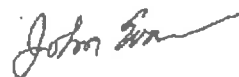
**CERTIFICATE HOLDER**

Franklin County School System  
215 S College St.  
Winchester, TN 37398

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS, OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



**EQUIPMENT BREAKDOWN COVERAGE  
TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA**

**COVERAGE:** COMPREHENSIVE FORM COVERING BOILER, PRESSURE VESSELS, MECHANICAL & ELECTRICAL MACHINES INCLUDING AIR CONDITIONING, REFRIGERATION EQUIPMENT, ELECTRICAL APPARATUS AND ELECTRONIC COMPUTER OR ELECTRONIC DATA PROCESSING EQUIPMENT INCLUDING PRODUCTION MACHINES UNLESS OTHERWISE SPECIFIED.

THE LIMITS OF INSURANCE FOR PROPERTY DAMAGE AND THE COVERAGE EXTENSIONS & LIMITATIONS ARE PART OF, NOT IN ADDITION TO, THE TOTAL LIMIT PER BREAKDOWN. IF INCLUDED IS SHOWN UNDER LIMIT OF INSURANCE FOR PROPERTY DAMAGE OR A COVERAGE EXTENSION OR LIMITATION, THEN THE LIMIT FOR SUCH COVERAGE IS PART OF, NOT IN ADDITION TO, THE OTHER LIMIT OF INSURANCE IDENTIFIED.

**PREMISES:** ALL PREMISES ON FILE, EXCEPT ANY LISTED SEPARATELY

**VALUATION:** REPAIR OR REPLACEMENT COST

<b>LIMIT PER BREAKDOWN:</b>	\$10,000,000
PROPERTY DAMAGE	INCLUDED IN TOTAL LIMIT PER BREAKDOWN
EXPEDITING EXPENSE	\$500,000
EXTRA EXPENSE	INCLUDED
EXTENDED PERIOD OF RESTORATION	
(# OF DAYS OF COVERAGE)	30
SPOILAGE DAMAGE	\$500,000
UTILITY INTERRUPTION – SPOILAGE COVERAGE APPLIES ONLY IF THE	
INTERRUPTION LASTS AT LEAST	
(WAITING PERIOD (HOURS))	8
ELECTRONIC DATA OR MEDIA COVERAGE	\$500,000
ERRORS OR OMISSIONS COVERAGE EXTENSION	INCLUDED
FUNGUS, WET ROT & DRY ROT COVERAGE	
PROPERTY DAMAGE	\$100,000
HAZARDOUS SUBSTANCE LIMITATION	\$500,000
NEWLY ACQUIRED LOCATIONS	\$5,000,000
(# OF DAYS OF COVERAGE)	90
ORDINANCE OR LAW (INCLUDING DEMOLITION & INCREASED COST OF	
CONSTRUCTION) COVERAGE	\$2,500,000
REFRIGERANT CONTAMINATION LIMITATION	\$500,000
WATER DAMAGE LIMITATION	\$1,000,000

**CONDITIONAL & OPTIONAL COVERAGES**

NUMBER OF DAYS FOR NOTICE OF CANCELLATION	90
EXCEPT 10 DAYS FOR NON-PAYMENT OF PREMIUM	

**DEDUCTIBLES:** THE DEDUCTIBLE APPLIES ONLY TO A COVERAGE FOR WHICH AN AMOUNT, HOURS, DAYS, TIMES DAILY VALUE, OR THE WORD INCLUDED IS SHOWN.

PROPERTY DAMAGE	\$1,000
EXTRA EXPENSE	24 HOURS
SPOILAGE DAMAGE	INCLUDED IN PROPERTY DAMAGE DEDUCTIBLE
REFRIGERANT CONTAMINATION	INCLUDED IN PROPERTY DAMAGE DEDUCTIBLE

# CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YY)  
7/1/2023

<b>PRODUCER</b> NGU Risk Management 111 Hazel Path Hendersonville, TN 37075	THIS CERTIFICATE IS INTENDED TO CONFER AND STIPULATE COVERAGE UNDER THE FOLLOWING TERMS AND CONDITIONS TO THE NAMED INSURED INCLUDING ALTERATION OF THE TNRMT PROGRAM IF REQUIRED.
<b>INSURED</b> Tennessee Risk Management Trust 404 BNA Drive, Suite 208 Nashville, TN 37217  MEMBER: Franklin County School System	<p style="text-align: center;"><b>COMPANIES AFFORDING COVERAGE</b></p> INSURER A: <b>TNRMT</b>  INSURER B:  INSURER C:

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM, OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

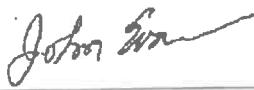
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	TNRMT	07/01/2023	07/01/2024	\$400,000 EACH AND EVERY LOSS
	X				
	X				

**COVERED POSITIONS**

All Member employees including elected officials, School Directors, Treasurers, Bookkeepers and Finance Directors. This coverage also complies with TCA § 4-4-108 for blanket bonds and TCA § 8-19-101 as replacement for individual official bonds.

**SPECIAL CONDITIONS/OTHER COVERAGES**

Maintenance deductible on all first party losses is \$500

<b>CERTIFICATE HOLDER</b>  Franklin County School System 215 S College St. Winchester, TN 37398	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS, OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE  
	<b>NGU RISK MANAGEMENT</b>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
7/1/2023

**PRODUCER**  
NGU Risk Management  
111 Hazel Path  
Hendersonville, TN 37075

THIS CERTIFICATE IS INTENDED TO CONFER AND STIPULATE COVERAGE UNDER THE FOLLOWING TERMS AND CONDITIONS TO THE NAMED INSURED INCLUDING ALTERATION OF THE TNRMT PROGRAM IF REQUIRED.

### COMPANIES AFFORDING COVERAGE

**INSURED**  
Tennessee Risk Management Trust  
101 Tamaras Way  
Hendersonville, TN 37075  
  
Member: Franklin County School System

INSURER A: **TNRMT**

INSURER B:

INSURER C:

### COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM, OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE			POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	COMMERCIAL GENERAL LIABILITY		TNRMT	07/01/2023	07/01/2024	EACH OCCURRENCE	\$2,000,000
			CLAIMS MADE				X	OCCURRENCE
	X	INCIDENTAL MEDICAL MALPRACTICE/ PROFESSIONAL LIABILITY					PERSONAL & ADV INJURY	included
							GENERAL AGGREGATE	unlimited
A	X	AUTOMOBILE LIABILITY		TNRMT	07/01/2023	07/01/2024	Per Occurrence	\$2,000,000
			ANY AUTO					
	X	ALL OWNED AUTOS						
	X	MEDICAL PAYMENTS - \$5,000 ANY ONE PERSON /\$100,000 ANY ONE CLAIM						
	X	HIRED AUTOS						
	X	NON-OWNED AUTOS						
	X	UNINSURED/UNDERINSURED MOTORISTS						
X	ACV Comp/Collision \$500 Deductible							
A	X	CYBER LIABILITY CLAIMS MADE (See Attached)		TNRMT	07/01/2023	07/01/2024	\$1,000 Deductible	\$1,000,000 Per Claim \$1,000,000 Aggregate See Attached
A	X	EMPLOYEE BENEFITS LIABILITY (Claims Made-Retro Date-TNRMT Entry Date)		TNRMT	07/01/2023	07/01/2024	\$2,000,000 Per Claim	
A	X	EDUCATORS LEGAL LIABILITY/ERRORS & OMISSIONS (Claims Made - Retro Date 7/1/87)		TNRMT	07/01/2023	07/01/2024	\$2,500 Per Claim Deductible	\$2,000,000 Per Claim
A	X	DEFENSE OF OUSTER		TNRMT	07/01/2023	07/01/2024	\$100,000 Sublimit	Per Claim Defense Only

Tort Immunity will be applied when applicable

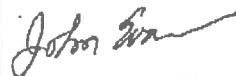
### CERTIFICATE HOLDER

### CANCELLATION

Franklin County School System  
215 S College St.  
Winchester, TN 37398

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS, OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/1/2023

**PRODUCER**  
NGU Risk Management  
111 Hazel Path  
Hendersonville, TN 37075

THIS CERTIFICATE IS INTENDED TO CONFER AND STIPULATE COVERAGE UNDER THE FOLLOWING TERMS AND CONDITIONS TO THE NAMED INSURED INCLUDING ALTERATION OF THE TNRMT PROGRAM IF REQUIRED.

**COMPANIES AFFORDING COVERAGE**

**INSURED**  
Certificated Employees of the Franklin County School System

INSURER A: **TNRMT**

INSURER B:

INSURER C:

**COVERAGES**

THE COVERAGE LISTED BELOW HAS BEEN ISSUED TO THE TEACHER NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM, OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH COVERAGE DOCUMENTS. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	COMMERCIAL GENERAL LIABILITY	TNRMT	07/01/2023	07/01/2024	Per Occurrence	\$2,000,000
A	X	EDUCATORS LEGAL LIABILITY/ERRORS & OMISSIONS  SEXUAL MISCONDUCT/SEXUAL ABUSE COVERAGE FOR ACCUSED PERPETRATOR - DISCRETIONARY LEGAL DEFENSE AVAILABLE UP TO \$35,000 FOR FALSELY ACCUSED PERPETRATOR	TNRMT	07/01/2023	07/01/2024	\$2,500 Per Claim Deductible	\$2,000,000 Per Claim
A	X	EXCESS AUTOMOBILE LIABILITY (Pays excess of personal insurance for all owned autos)	TNRMT	07/01/2023	07/01/2024	Per Occurrence	\$2,000,000
	X	ALL OWNED AUTOS (WHEN BEING USED ON BEHALF OF YOUR SCHOOL)					

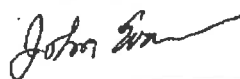
**CERTIFICATE HOLDER**

Franklin County School System  
215 S College St.  
Winchester, TN 37398

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS, OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



# CERTIFICATE OF WORKERS COMPENSATION


DATE (MM/DD/YY)  
7/1/2023

<b>PRODUCER</b> NGU Risk Management 111 Hazel Path Hendersonville, TN 37075	THIS CERTIFICATE IS INTENDED TO CONFER AND STIPULATE COVERAGE UNDER THE FOLLOWING TERMS AND CONDITIONS TO THE NAMED INSURED INCLUDING ALTERATION OF THE TNRMT PROGRAM IF REQUIRED.
<b>COMPANIES AFFORDING COVERAGE</b>	
<b>INSURED</b> Tennessee Risk Management Trust 101 Tamaras Way Hendersonville, TN 37075  Member: Franklin County School System	INSURER A: <b>TNRMT</b>  INSURER B:  INSURER C:

**COVERAGES**

THE COVERAGE LISTED BELOW HAS BEEN ISSUED TO THE TEACHER NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM, OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH COVERAGE DOCUMENTS. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	WORKERS COMPENSATION EMPLOYERS' LIABILITY	TNRMT	07/01/2023	07/01/2024	OTHER	Statutory
					E.L. EACH ACCIDENT	\$1,000,000
					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
					E.L. DISEASE - POLICY LIMIT	\$1,000,000

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
Franklin County School System 215 S College St. Winchester, TN 37398	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS, OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE 

**CERTIFICATE OF PROPERTY INSURANCE** DATE (MM/DD/YY)  
7/1/23

<b>PRODUCER</b> NGU Risk Management 111 Hazel Path Hendersonville, TN 37075	THIS CERTIFICATE IS INTENDED TO CONFER AND STIPULATE COVERAGE UNDER THE FOLLOWING TERMS AND CONDITIONS TO THE NAMED INSURED INCLUDING ALTERATION OF THE TNRMT PROGRAM IF REQUIRED.
<b>INSURED</b> Tennessee Risk Management Trust 101 Tamaras Way Hendersonville, TN 37075	<b>COMPANIES AFFORDING COVERAGE</b> INSURER A: TNRMT INSURER B: Travelers Property Casualty Company of America INSURER C:
<b>MEMBER:</b> Franklin County Government & Rescue Squad	

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM, OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

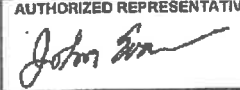
CO. LTR	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	COVERED PROPERTY	LIMITS	
A	X	PROPERTY	TNRMT	07/01/23	07/01/24	X	BUILDING	Blanket
		CAUSES OF LOSS						
		BASIC						
		BROAD						
	X	SPECIAL						
	X	FLOOD*				X	EXTRA EXPENSE	\$5,000,000 Per Occurrence
A	X	INLAND MARINE	TNRMT	07/01/23	07/01/24	Per Schedule  \$1,000,000 per occ.		
	X	CONTRACTORS EQUIPMENT						
	X	EDP						
		CAUSES OF LOSS						
	X	ACTUAL CASH VALUE						
B	X	EQUIPMENT BREAKDOWN	TNRMT	07/01/23	07/01/24	Property Damage Deductible \$1,000 See Attached Summary		

**LOCATION OF PREMISES/DESCRIPTION OF PROPERTY**

\*No Coverage "Flood Zone A"

**SPECIAL CONDITIONS/OTHER COVERAGES**

Maintenance deductible on all first party losses is \$1,000.

<b>CERTIFICATE HOLDER</b> Franklin County Government & Rescue Squad 1 South Jefferson Street Winchester, TN 37398	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS, OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE  NGU RISK MANAGEMENT
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**EQUIPMENT BREAKDOWN COVERAGE  
TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA**

**COVERAGE:** COMPREHENSIVE FORM COVERING BOILER, PRESSURE VESSELS, MECHANICAL & ELECTRICAL MACHINES INCLUDING AIR CONDITIONING, REFRIGERATION EQUIPMENT, ELECTRICAL APPARATUS AND ELECTRONIC COMPUTER OR ELECTRONIC DATA PROCESSING EQUIPMENT INCLUDING PRODUCTION MACHINES UNLESS OTHERWISE SPECIFIED.

THE LIMITS OF INSURANCE FOR PROPERTY DAMAGE AND THE COVERAGE EXTENSIONS & LIMITATIONS ARE PART OF, NOT IN ADDITION TO, THE TOTAL LIMIT PER BREAKDOWN. IF INCLUDED IS SHOWN UNDER LIMIT OF INSURANCE FOR PROPERTY DAMAGE OR A COVERAGE EXTENSION OR LIMITATION, THEN THE LIMIT FOR SUCH COVERAGE IS PART OF, NOT IN ADDITION TO, THE OTHER LIMIT OF INSURANCE IDENTIFIED.

**PREMISES:** ALL PREMISES ON FILE, EXCEPT ANY LISTED SEPARATELY

**VALUATION:** REPAIR OR REPLACEMENT COST

<b>LIMIT PER BREAKDOWN:</b>	\$10,000,000
PROPERTY DAMAGE INCLUDED IN TOTAL LIMIT PER BREAKDOWN	
EXPEDITING EXPENSE	\$500,000
EXTRA EXPENSE	INCLUDED
EXTENDED PERIOD OF RESTORATION	
(# OF DAYS OF COVERAGE)	30
SPOILAGE DAMAGE	\$500,000
UTILITY INTERRUPTION – SPOILAGE COVERAGE APPLIES ONLY IF THE	
INTERRUPTION LASTS AT LEAST	
(WAITING PERIOD (HOURS))	8
ELECTRONIC DATA OR MEDIA COVERAGE	\$500,000
ERRORS & OMISSIONS COVERAGE	\$1,000,000
FUNGUS, WET ROT & DRY ROT COVERAGE	
PROPERTY DAMAGE	\$100,000
HAZARDOUS SUBSTANCE LIMITATION	\$500,000
NEWLY ACQUIRED LOCATIONS	\$5,000,000
(# OF DAYS OF COVERAGE)	90
ORDINANCE OR LAW (INCLUDING DEMOLITION & INCREASED COST OF	
CONSTRUCTION) COVERAGE	\$2,500,000
REFRIGERANT CONTAMINATION LIMITATION	\$500,000
WATER DAMAGE LIMITATION	\$1,000,000

**CONDITIONAL & OPTIONAL COVERAGES**

NUMBER OF DAYS FOR NOTICE OF CANCELLATION 60  
EXCEPT 10 DAYS FOR NON-PAYMENT OF PREMIUM

**DEDUCTIBLES:** THE DEDUCTIBLE APPLIES ONLY TO A COVERAGE FOR WHICH AN AMOUNT, HOURS, DAYS, TIMES DAILY VALUE, OR THE WORD INCLUDED IS SHOWN.

PROPERTY DAMAGE	\$1,000
EXTRA EXPENSE	24 HOURS
SPOILAGE DAMAGE	INCLUDED IN PROPERTY DAMAGE DEDUCTIBLE
REFRIGERANT CONTAMINATION	INCLUDED IN PROPERTY DAMAGE DEDUCTIBLE

# CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YY)  
7/1/23

**PRODUCER**  
NGU Risk Management  
111 Hazel Path  
Hendersonville, TN 37075

THIS CERTIFICATE IS INTENDED TO CONFER AND STIPULATE COVERAGE UNDER THE FOLLOWING TERMS AND CONDITIONS TO THE NAMED INSURED INCLUDING ALTERATION OF THE TNRMT PROGRAM IF REQUIRED.

**COMPANIES AFFORDING COVERAGE**

**INSURED**  
Tennessee Risk Management Trust  
101 Tamaras Way  
Hendersonville, TN 37075  
  
MEMBER: Franklin County Government & Rescue Squad

INSURER A: TNRMT

INSURER B:

INSURER C:

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM, OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X EMPLOYEE FIDELITY	TNRMT	07/01/23	07/01/24	\$400,000 EACH AND EVERY LOSS
	X MONEY & SECURITIES				
	X FORGERY OR ALTERATION				

**COVERED POSITIONS**

Assessor of Property, Chancery Court Clerk & Master, Circuit/Criminal/Special/General Sessions Clerk, Commissioner/Receiver, Coroner, County Clerk, County Engineer, County Executive/Mayor, County Road Commission, County Highway/Bridge Funds, County Highway Superintendent, Development District, Director of Accounts & Budgets (1957 Act), Director of Finance (1981 Act), E911 District, Human Resource Agency, LEA/Fiscal Agent, Process Server, Purchasing Agent, Register of Deeds, Sheriff, Special Deputy, Surveyor, Trustee as well as all other public officials and employees. (Constables are not included) This coverage also complies with TCA § 4-4-108 for blanket bonds and TCA § 8-19-101 as replacement for individual official bonds.

**LOCATION OF PREMISES/DESCRIPTION OF PROPERTY**

**SPECIAL CONDITIONS/OTHER COVERAGES**

Maintenance deductible on all first party losses is \$1,000.

**CERTIFICATE HOLDER**

Franklin County Government & Rescue Squad  
1 South Jefferson Street  
Winchester, TN 37398

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS, OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



NGU RISK MANAGEMENT

**CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YY)  
7/1/23

**PRODUCER**  
 NGU Risk Management  
 111 Hazel Path  
 Hendersonville, TN 37075

THIS CERTIFICATE IS INTENDED TO CONFER AND STIPULATE COVERAGE UNDER THE FOLLOWING TERMS AND CONDITIONS TO THE NAMED INSURED INCLUDING ALTERATION OF THE TNRMT PROGRAM IF REQUIRED.

**COMPANIES AFFORDING COVERAGE**

**INSURED**  
 Tennessee Risk Management Trust  
 101 Tamaras Way  
 Hendersonville, TN 37075  
 Member: Franklin County Government & Rescue Squad

INSURER A: TNRMT  
 INSURER B:  
 INSURER C:

**COVERAGES**  
 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM, OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	TNRMT	07/01/23	07/01/24	EACH OCCURRENCE	\$2,000,000
	X COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	Included
	CLAIMS MADE				PERSONAL & ADV INJURY	Included
	X OCCURRENCE				GENERAL AGGREGATE	Unlimited
	X INCIDENTAL MEDICAL MALPRACTICE				EMPLOYEE BENEFITS LIABILITY (Claims Made)	\$2,000,000
	PROFESSIONAL LIABILITY				RETRO DATE	TNRMT Entry Date
					DEFENSE OF OUSTER	\$100,000 Sublimit
A	X LAW ENFORCEMENT LIABILITY	TNRMT	07/01/23	07/01/24	EACH OCCURRENCE	\$2,000,000
					\$5,000 Per Occurrence Deductible	
A	X AUTOMOBILE LIABILITY	TNRMT	07/01/23	07/01/24	PER OCCURRENCE	\$2,000,000
	ANY AUTO					
	X ALL OWNED AUTOS					
	MEDICAL PAYMENTS: \$5,000 ANY ONE PERSON \$100,000 ANY ONE CLAIM					
	X HIRED AUTOS					
	X NON-OWNED AUTOS					
X UNINSURED / UNDERINSURED MOTORISTS	\$1,000 Comp Deductible (ACV) \$1,000 Collision Deductible (ACV)					
A	X CYBER LIABILITY (Claims Made)	TNRMT	07/01/23	07/01/24	\$1,000 Deductible	\$1,000,000 Per Claim \$1,000,000 Aggregate See Attached
A	X PUBLIC OFFICIALS LIABILITY ERRORS & OMISSIONS (Claims Made)	TNRMT	07/01/23	07/01/24	EACH CLAIM	\$2,000,000
	X Retro Date 7/1/1987				\$5,000 Per Claim Deductible	

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**

Tort Immunity will be applied when applicable.

<b>CERTIFICATE HOLDER</b>	<b>ADDITIONAL INSURED INSURER LETTER</b>	<b>CANCELLATION</b>
Franklin County Government & Rescue Squad 1 South Jefferson Street Winchester, TN 37398		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS, OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>John [Signature]</i>
		<b>NGU RISK MANAGEMENT</b>

CERTIFICATE OF WORKERS COMPENSATION INSURANCE						DATE (MM/DD/YY) 7/1/23
<b>PRODUCER</b> NGU Risk Management 111 Hazel Path Hendersonville, TN 37075			THIS CERTIFICATE IS INTENDED TO CONFER AND STIPULATE COVERAGE UNDER THE FOLLOWING TERMS AND CONDITIONS TO THE NAMED INSURED INCLUDING ALTERATION OF THE TNRMT PROGRAM IF REQUIRED.			
<b>INSURED</b> Tennessee Risk Management Trust 101 Tamaras Way Hendersonville, TN 37075  Member: Franklin County Government			<b>COMPANIES AFFORDING COVERAGE</b> INSURER A: <b>TNRMT</b>  INSURER B:  INSURER C:			
COVERAGES						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM, OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	PART A WORKERS' COMPENSATION  PART B EMPLOYERS' LIABILITY	TNRMT	07/01/23	07/01/24	PART A	Statutory
					PART B E.L. EACH ACCIDENT	\$1,000,000
					PART B E.L. DISEASE - EA EMPLOYEE	\$1,000,000
					PART B E.L. DISEASE - POLICY LIMIT	\$1,000,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS						
CERTIFICATE HOLDER		ADDITIONAL INSURED, INSURER LETTER		CANCELLATION		
Franklin County Government 1 South Jefferson Street Winchester, TN 37398				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS, OR REPRESENTATIVES.		
				AUTHORIZED REPRESENTATIVE 		
				<b>NGU RISK MANAGEMENT</b>		



# Franklin County Government

## 5 Year Plan

**Created By:** Franklin County 5- year plan team.

**Date:**

**Time Frame:** FY 2024 through FY 2029 (July 1 – June 30)

**Topics:**

- I. Vision and Mission Statement**
- II. Budget**
- III. Strengths and Opportunities**
- IV. Problems and Barriers**
- V. Trends (Economic/Financial, Social)**
- VI. Goals and Objectives**

**I. Vision Statement:**

Franklin County will take all steps necessary to create the most productive living environment possible for all citizens. We embrace a family and community-oriented spirit where citizens have choices that lead to successful careers and they may enjoy the benefits of our diverse geographical and recreational resources.

**Mission Statement:**

Franklin County pledges to support our educational system to provide our children with the abilities required to lead successful lives and be productive members of society, as well as continued support of our first responders that provide the safety and security that create an optimal environment for business, careers and recreation in Franklin County.

**II. Budget: See current County Budget**

**III. Strengths and Opportunities:**

- 1. Moderate Climate
- 2. Diverse, scenic geography
- 3. Uncongested towns and traffic arteries; rural population versus city/town populations nearly 50/50
- 4. Located within 90 minutes of Nashville, Murfreesboro, Chattanooga and Huntsville
- 5. Nearby interstate
- 6. No state income tax or estate tax

7. Modest property taxes
8. Low crime
9. Diverse in the different lifestyles Franklin County offers
10. Railroad Access
11. TCAT
12. University of the South
13. Motlow
14. Airport
15. State Park

**IV. PROBLEMS, BARRIERS/ROOT CAUSES:**

1. Inflationary growth in cost of government, but historical property tax revenue relatively stagnant
2. Educational achievement flat at best
3. Shortage of affordable housing
4. Generational government dependency
5. Inconsistent internet availability
6. The County does not generate enough revenue. Property tax is the only source of revenue

**V. TRENDS:**

**a. Economic/Financial**

1. Inflation the last couple years
2. Check cashing places seem to be all over the place
3. More Restaurants opening
4. 30% increase in home sales since 2020
5. 28% increase in average cost of homes sold since 2020
6. 26% increase in the median home value since 2020
7. 13% increase in retail sales in the county since 2020
8. 28% increase in countywide combined deposits since 2020
9. 25% increase in median household income since 2020
10. 22% increase in manufacturing average weekly wage since 2020
11. We have lost some MFG jobs in the county, but the number and percentage of our residents working MFG has increased.
12. - Increase of residents living in FC and working outside has increased considerably (>11%)

**b. Social**

1. Social Media use on the rise
2. Drug overdoses in county increasing
3. The younger workforce leans toward working virtually.

## **VI. Goals and Objectives:**

- a. **Make Franklin County a safe and prosperous place for all our citizens**
  1. Provide as many opportunities as possible to further training and education for our First Responders
  2. Control spending, to the best of our ability, so Franklin County stays an affordable place to live
  3. Educate our young citizens to improve awareness of opportunities that lead to successful careers and productive citizenship
  4. Create more recreation opportunities to attract younger families
  5. Implement a county wide fire department
  6. Implement the TRANE preventive maintenance plan
- b. **Attract new business and industry to our county.**
  1. Advertise our TCAT so employers understand Franklin County has an available work force
  2. Develop infrastructure and expand land ownership so we are attractive as a county to new businesses and industry
  3. Expand broadband accessibility/capability
- c. **Support our existing businesses and industry**
  1. Work with the Chamber of Commerce to support our businesses and industry already in place
  2. Encourage, through public relations, our citizens to seek employment and do their purchasing within Franklin County when possible
  3. Expand broadband accessibility/capability
  4. Work with Chamber to have a county supported job fair
- d. **Improve employee retention.**
  1. Ensure our employees understand they are valued and appreciated
  2. Develop a financial plan to insure employee benefits and pay do not fall behind the average of surrounding counties thus making Franklin Count susceptible to employee loss
- e. **Control growth**
  1. Update Planning and Zoning ordinances
  2. Adopt a nuisance code
- f. **Find alternative means to created revenue for the county outside of property tax**
  1. Increase retail businesses in the county for increase in sales tax
  2. Investigate sales tax increase
  3. Collect on unpaid court fines
  4. Collect on Air B&B
  5. Evaluate personal property taxes for non-permanent residents
  6. Advertise Ag. Extension beyond the usual clientele
- g. **Increase broadband accessibility for all citizens**
  1. Apply for ARP grant to fund infrastructure for broadband throughout county

## **VII. 5-Year Maintenance Plan**

See Attached Trane Project

**RESOLUTION AUTHORIZING FRANKLIN COUNTY, TENNESSEE  
TO ENTER A CONTRACT FOR A PERIOD OF FIVE YEARS (5) FOR AMBULANCE  
SERVICES WITH SHOALS AMBULANCE, LLC, d/b/a PRIORITY AMBULANCE AS  
THE PRIMARY AMBULANCE SERVICE PROVIDER FOR FRANKLIN COUNTY,  
TENNESSEE**

**RESOLUTION#** 7N-0723

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of County Commissioners of Franklin County, Tennessee, meeting in it regularly called meeting on the 17<sup>TH</sup> day of July, 2023, as follows:

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of County Commissioners of Franklin County, Tennessee, meeting on the 17<sup>th</sup> day of July, 2023, that the Franklin County Mayor Chris Guess is hereby authorized to execute on behalf of Franklin County, Tennessee a contract with the Shoals Ambulance, LLC, d/b/a Priority Ambulance, a copy of which is attached hereto as Exhibit "A" and made a part hereof.

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

ADOPTED this 17 day of July, 2023.

APPROVED:

Chris Guess  
Chris Guess, Mayor and Chair of  
Commission

ATTEST:

Tina Sanders  
Tina Sanders, County Clerk

**RESOLUTION SPONSORED BY:** \_\_\_\_\_

**MOTION TO ADOPT:** Wiseman **SECOND:** Shettlers

**VOTES:** AYES: 13 NAYS:    

**DECLARATION:** Approved, voice vote

**AGREEMENT FOR AMBULANCE SERVICES  
FRANKLIN COUNTY, TENNESSEE**

This Agreement is made and entered into on \_\_\_\_\_, 2023 by and between Franklin County, Tennessee, a political subdivision of the State of Tennessee (the "County") and Shoals Ambulance, LLC d/b/a Priority Ambulance (the "Provider").

WHEREAS, the County desires to have available reliable ambulance service on a cost-effective basis in Franklin County, Tennessee (the "Coverage Area");

WHEREAS, Provider, as an ambulance service provider approved by the Tennessee Office of Emergency Medical Services, is able to provide quality and cost-effective ambulance services;

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

WHEREAS, Provider has been designated by the Franklin County Commission (the "Commission") as the primary provider for ambulance service in Franklin County, Tennessee. The service area in this Agreement shall be all of Franklin County, Tennessee with the exception of the mountainous areas (referenced as ESN 425 and ESN 426) which areas will be served by the Grundy County Ambulance Service as the primary ambulance provider for those areas. The service provided by Shoals Ambulance, LLC d/b/a Priority Ambulance will be in accordance with Provider's RFP Proposal dated June 8, 2023. A copy of the RFP Proposal is attached hereto and incorporated herein by reference as Exhibit A.

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

**ARTICLE 1  
AMBULANCE SERVICE**

1.1 Provider shall be the exclusive provider of emergency and non-emergency ambulance service as needed in the Coverage Area on a 24 hour/7 day per week basis unless emergency circumstances reasonably require otherwise. Provider shall be available for such service by dispatch operated in accordance with Section 3.6. Provider shall furnish emergency services to all persons within the Coverage Area regardless of ability to pay. Provider will not discriminate in any way regarding race, color, religion or creed when providing any services related to this contract. Provider cannot refuse emergency medical transport to any patient at any time for any valid medical reason to the nearest appropriate medical facility.

1.2 Provider will furnish and operate four (4) twenty-four (24) hour Advanced Life Support ("ALS") ambulances equipped in accordance with applicable state rules and

regulations ("Provider Ambulances"). Sufficient Basic Life Support ("BLS") ambulance shall be in place to fulfill call volumes as needed. Three (3) of the ambulances will be based at the Winchester station and one (1) ambulance will be based at the Estill station in order to provide service inside the Coverage Area. The Provider may use ambulances from its other nearby operations to assist with peak time call volume but shall not be subject to any specific time or numerical requirements in that regard. The parties acknowledge and agree that many of the transports that will be performed by the Provider Ambulances under this Agreement will require the Provider's crew to leave the Coverage Area, and that there will be times when fewer than four (4) ALS ambulances are physically present in the Coverage Area, and the parties agree and understand that such situations shall not be deemed a default or deficiency by the Provider. Nonetheless, two (2) ALS ambulances must remain in the coverage area at all times.

1.3 At System Level One (1) (i.e., of the ambulances in service, all are on calls except one), Provider shall post one (1) ALS ambulance at the Winchester location. At System Level Two (2) or higher, Provider shall post one (1) ALS ambulance at the Estill location. When the ALS ambulance posted at Estill is dispatched to a call (System Level Two or higher), another ALS ambulance will promptly be relocated to the Estill location to be available if there is another call in that area.

1.4 At System Level Two (2) or higher, Provider shall continue transports for local discharges from the hospital.

1.5 Response time shall be measured from the time 911 Communications Center notifies the ambulance service until the time the ambulance service arrives at the indicated address (or, if the ambulance crew is instructed to stage at a location some distance from the call, when the ambulance arrives at the staging location). Only calls for which the patient required transport by ambulance shall be used to calculate response time compliance. Ninety percent (90%) of all emergency responses shall be performed in fifteen (15) minutes or less, to be calculated on a monthly basis. Provider may request, and the County will review and consider in good faith, exemptions for calls with response times greater than fifteen (15) minutes that were due to circumstances beyond Provider's reasonable control, including, without limitation, a natural disaster, mass casualty event, flood, blizzard, ice storm, and/or major traffic accident. The Franklin County Emergency Services Board may approve exemptions for other reasons not listed above if delays were beyond Provider's reasonable control.

## ARTICLE 2 TERM AND TERMINATION

2.1 The term of this Agreement shall commence July 1, 2023, at 12:00 a.m. Central Standard Time (the "Effective Date") and continue in effect thereafter for a period of three (3) years (the "Initial Term"). At the end of the Initial Term, this Agreement shall automatically renew for up to two successive one-year terms ("Renewal

Terms”), unless either party provides written notice, at least one hundred twenty (120) days before the end of the then current Term, of its intent not to renew.

2.2 Either party may terminate this Agreement with or without cause upon provision of at least one hundred eighty (180) days’ written notice.

2.3 Either party may terminate this Agreement upon provision of thirty (30) days’ written notice in the event of a material breach by the other party; provided that said material default is not cured to the reasonable satisfaction of the non-breaching party within thirty (30) days after such written notice is given. After a full investigation, the County Commission shall have the right to impose sanctions on the Provider not to exceed \$5,000 per incident or declare a breach of contract. A breach of contract shall exist if, but not limited to, the following:

- a. Falsification of records or other information supplied to the County;
- b. Failure to maintain a Class "A" Service rating or failure to maintain State or County requirements regarding ambulance service operations;
- c. Finding that suspected indigents (defined as persons who by reason of appearance, speech, address, or other factors indicates that he or she cannot pay for ambulance service) are referred to other ambulance providers;
- d. Failure to keep appropriate records;
- e. Consistently poor response times; and
- f. Any other violation of the terms and conditions of the Agreement.

The County may not and will not arbitrarily declare a breach of contract or sanctions without sound evidence and will allow the Provider the opportunity to cure its default through submission and approval by the County of a corrective action plan. All sanctions, whether written or monetary, shall be taken under consideration at time of renewal.

### ARTICLE 3 AMBULANCE AND EQUIPMENT REQUIREMENTS

3.1 The Provider Ambulances shall meet all vehicle requirements of the Tennessee Office of Emergency Medical Services.

3.2 Vehicle requirements are as follows: Four (4) front line ambulances shall not be older than five (5) years and have less than 300,000 miles. Reserve ambulances shall be less than six (6) years old and have less than 350,000 miles.

3.3 All ambulances shall carry and maintain the necessary medical equipment and supplies required under applicable law and as necessary to properly respond to emergency calls hereunder. Provider shall replenish such supplies at its expense.

3.4 The Provider shall bear the cost of ensuring that the ambulances are properly maintained and remain in reasonably operable condition and stocked with supplies as required by applicable law.

3.5 County shall have the right to inspect and review the ambulances, equipment and supplies on provision of reasonable notice to Provider, provided that such inspection shall not unreasonably interfere with the operations of Provider.

3.6 Provider shall furnish one (1) dispatcher for ambulances Monday through Friday for nine (9) hours per day that will be available to dispatch non-emergency calls received by Provider. Neither County nor its 911 Center shall charge Provider any fee for dispatch services provided. All emergency calls shall be dispatched through Franklin County 911. Provider's Knox County Dispatch Center will cover non-emergency dispatching in the evenings and weekends.

#### ARTICLE 4 AMBULANCE STAFF

4.1 Provider shall staff responding ambulances with appropriately certified and trained personnel in accordance with applicable state rules and regulations in effect at the time of service.

4.2 An Operations Manager will be dedicated to the County and will be supported by three (3) Paramedic Field Supervisors.

4.3 It is agreed and understood that all ambulance staff shall be employees of the Provider and are not employees, agents, or other representatives of the County.

#### ARTICLE 5 DISASTER PLANNING AND PROTOCOLS

5.1 Provider shall work within the Incident Command Structure of the County Emergency Operations Center and shall maintain and provide to the County (upon request) a written disaster response pre-plan that will be designed to function on a day-to-day basis and provide high quality pre-hospital medical care, with full inter-agency participation and complete medical control. It will be integrated with neighboring counties and provide complete emergency medical services and transportation along with complete evaluation, training and testing mechanisms. Provider will participate in community disaster drills and integrate its service into the County disaster plans.



ARTICLE 6  
COMPENSATION

6.1 Provider shall furnish emergency ambulance services to all who require such services in the Coverage Area regardless of ability to pay. When appropriate, however, Provider shall be permitted to bill the responsible party for services provided and County shall cooperate with Provider to facilitate such billing, if necessary, for accuracy.

6.2 During the first year of the Initial Term, County shall pay to the Provider a subsidy of Six Hundred Thousand Dollars (\$600,000), payable in twelve (12) monthly installments of Fifty Thousand Dollars (\$50,000), each of which shall be due and payable in advance on the first day of each month hereunder. Beginning on the anniversary of the Effective Date in 2024 and on each contract anniversary thereafter during the Initial Term and any Renewal Term, there shall be an annual automatic five percent (5%) increase of the subsidy over the previous contract year subsidy amount.

6.3 With respect to ambulance services provided for inmates or detainees in County facilities, or any special transportation required, that is requested by County Officials, Provider will bill and accept payment from third-party payors if applicable. If, however, third-party coverage is denied or not available for such detainees or inmates, or special transportation is required, that is requested by County Officials, the County will reimburse Provider at the then current Medicare-allowable rates as payment in full. Provider will furnish evidence of denial (or no coverage) by third-party carriers if requested. Payment shall be due from the County within thirty (30) days of receipt of Provider's invoice.

6.4 Provider shall provide other services for the County as follows:

- a. Standby for Middle School and High School Football games;
- b. Standby for fire scenes for both City and County Fire Departments;
- c. Standby for Law Enforcement scenes;
- d. Transport on duty Public Safety Employees at no cost; and
- e. Participation in Emergency Drills.

Events covered in Section 6.4 by BLS ambulances will be at no charge to the County. If any person requires transport to the hospital and Provider performs the transport, Provider shall bill that patient or his/her insurance company directly for transport services from the event to the hospital.

6.5 Provider has an ambulance operations station at 489 Old Mill Road, Winchester, Tennessee. Throughout the Term of the Agreement, Provider anticipates maintaining a station at that location or at another location in or around Winchester, at its own cost. County will provide appropriate and reasonable space (the "Facility") for a second station in the Estill Springs area. Currently, the County-provided station is at 412

S. Main Street, Estill Springs, Tennessee, but the location may change from time to time during the Term. Regardless of specific address, County shall provide a Facility in or around Estill Springs for housing Provider's personnel that are furnishing service in the Coverage Area and a garage in Estill Springs for storing the Ambulance(s) when not in use. County shall maintain the Facility in good condition and repair and be responsible for all costs associated with provision thereof, including utilities. County shall ensure that any successor or assign or any future owner of the Facility shall honor the terms of this Section 6.5 for so long as the Agreement is in place, or, if not, County shall provide appropriate alternative station facilities at no cost to Provider.

6.6 Upon request of the County Medical Examiner or other approved official to transport deceased persons, the County agrees to reimburse the Provider at the then current Medicare BLS base rate plus mileage.

6.7 Current ambulance service rates referenced on pages 35-36 of Exhibit A will be in place for one year. Thereafter, Provider may in its discretion increase its rates by up to three percent (3%) each year without further approval by the County. Any rate increase over three percent (3%) annually must be submitted to the County in writing at least thirty (30) days before the effective date of the requested increase.

6.9 The parties agree that the compensation provided under this Agreement is the result of an arms' length transaction, is fixed in advance, is not contingent upon a specific volume of referrals or other business expected to be generated by the parties, and is intended to comply, and shall be construed as complying, in all respects with applicable federal, state and local laws, rules and regulations, including, without limitation, the Anti-Kickback Statute.

## ARTICLE 7 INSURANCE AND INDEMNITY

7.1 Provider shall maintain during the term hereof the following insurance coverages, which may be satisfied through a combination of primary, excess and/or umbrella policies:

- (a) Professional and general liability coverages with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate.
- (b) Appropriate automobile liability coverages for the Provider Ambulances.
- (c) Umbrella coverage of \$5,000,000 per each occurrence and \$5,000,000 in annual aggregate; and
- (d) Workers Compensation coverage in compliance with the requirements of applicable law.

7.2 Each party shall indemnify, defend and hold the other harmless, from and against, to the extent permitted by law, all claims, demands, causes of action, losses, liabilities and expenses (including reasonable attorney's fees) arising out of the negligence of the indemnifying party or its employees, agents and/or subcontractors, provided, however, that the County's indemnification obligations shall in all respects be determined in compliance with applicable state law, judicial decisions and/or state attorney general opinions regarding indemnification by political subdivisions of the state.

ARTICLE 8  
APPROVAL BY COUNTY COMMISSION

8.1 County represents and warrants that the undersigned representative has been duly authorized by binding action of the Franklin County Commission to execute this Agreement and bind the County to the terms and conditions herein. The Commission action referenced was taken at a called meeting on or about \_\_\_\_\_, 2023.

ARTICLE 9  
PRIVACY

9.1 The parties shall comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act, as amended and as applicable. The parties shall execute mutually acceptable Business Associate Agreements if deemed necessary.

ARTICLE 10  
PATIENT COMPLAINTS

10.1 Provider shall reasonably cooperate with the County in the resolution of any patient complaints. Provided however, the Provider may upon the written advice of its legal counsel decline to carry out any proposed resolution hereunder.

ARTICLE 11  
MISCELLANEOUS

11.1 This Agreement shall be binding upon and shall inure to the benefit of the parties and their permitted successors and assigns. Neither party shall, without the prior written consent of the other, assign this Agreement or any rights or obligations hereunder to a third party.

11.2 In the event of material changes in applicable laws, rules and/or regulations which adversely affect performance hereunder or reimbursement of services

provided by Provider, either party may, upon provision of written notice, request a renegotiation of the terms of the Agreement as appropriate. If the parties are unable to agree on the terms of a new Agreement within sixty (60) days after the provision of said written notice, this Agreement shall terminate automatically.

11.3 Any notice or other communication required or permitted to be delivered hereunder shall be deemed delivered if hand-delivered or mailed to the party in interest as follows:

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

If to Provider: Rob Webb  
Priority Ambulance  
910 Callahan Drive, Suite 101  
Knoxville, TN 37912

With additional copy to:  
Tony Dalton, General Counsel  
Priority Ambulance  
9721 Cogdill Road, Suite 302  
Knoxville, TN 37932

11.4 This Agreement shall be enforced and construed in accordance with the laws of the State of Tennessee, irrespective of any conflict of law provisions thereof. For purposes of Tennessee law, this Agreement is and shall be construed as a contract for the professional emergency medical services of Provider.

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

**ARTICLE 12  
SEVERABILITY**

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

**FRANKLIN COUNTY, TENNESSEE**

**SHOALS AMBULANCE, LLC  
d/b/a PRIORITY AMBULANCE**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT A



PROPOSAL TO:  
FRANKLIN  
COUNTY, TN

AMBULANCE RFP

June 8, 2023



PRIORITYAMBULANCE.COM

522

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**PRIORITY**  
**AMBULANCE®**

PROPOSAL TO FRANKLIN COUNTY

## Cover Letter / Executive Summary

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## COVER LETTER & EXECUTIVE SUMMARY

Mayor Chris Gass & Evaluation Committee Franklin County Mayors Office  
855 Dinah Shore Blvd Suite 3  
Winchester, TN 37398

Mayor Chris Gass and Evaluation Committee,

Priority Ambulance is pleased to submit this proposal to Franklin County to continue to provide exclusive emergency and non-emergency ambulance transports. We will provide the county ambulance service as Priority Ambulance rather than A&E EMS. This allows our company to align the local ambulance operation with our other East Tennessee Operations and bring a fresh image to the community. The ambulances will be rebranded over time, and the employee uniforms will change to the national Priority Ambulance blue uniforms.

In the following proposal, we present a solution for ambulance service in Franklin County that mirrors our corporate values of Safe. Accountable. Friendly. Efficient.

Priority Ambulance is more than just a vendor; we pride ourselves on being a partner to our community, collaborating with community leaders, first responders, and healthcare organizations to improve the overall health and the emergency response system, as well as community involvement and working with organizations that make the community a better place for our friends, family, neighbors, and our workforce.

The best evidence of future success is past performance. Priority Ambulance has operated A&E Ambulance for the past three years. Our company responded to an emergency need for an ambulance provider in Franklin County. We started providing ambulance service during a very difficult economic time, in addition to pandemic challenges, with very little time to evaluate and plan the EMS system. Despite these challenges, we maintained community response times and ambulance coverage during a statewide EMT and Paramedic staffing crisis. We faced salary challenges with area hospital systems recruiting field employees. We met those challenges to maintain adequate staffing by implementing expensive pay increases, paying large recruiting bonuses, providing free housing, paying for EMT and Paramedic training programs, etc. We have been collaborative partners, working with Southern Tennessee Medical Center, 911, and Public Safety agencies to provide the best service to Franklin County residents and visitors.

Below, we have provided a brief overview of some of the key aspects of our proposal that will allow us to provide excellent ambulance response within the community.



Talented East Tennessee Leadership. Priority Ambulance Franklin County operations will be overseen by a local Operations Manager and supported by a three-paramedic supervisor team. Priority Ambulance's East Tennessee management and administrative support team is located in nearby Knox County, Tennessee. Vice President of Operations Rob Webb has 40 years of experience in Tennessee EMS operations and leads a team of managers that have successfully operated EMS systems in multiple counties throughout Tennessee for decades. Rob has operated the ambulance service in Franklin County under Rural/Metro, and for the past three years as A&E EMS. He currently heads up an operation with 38 ambulances providing 911 service in Franklin, Cocke, and Loudon County and interfacility service in Knox and Blount. The East Tennessee operation will also provide support for the Franklin County operation. Our national corporate office is located in Knoxville. Our combination of national and local expertise has delivered an effective, efficient deployment plan to the County. Our leadership team has experience designing and managing high-performance EMS systems for communities of all sizes, including some of the most complex and best-performing 9-1-1 systems in the country and around the world. The Priority family of companies operates Puckett EMS in the Marion and Sequatchie County area as well as in Chattanooga. In addition, our First Call operation has locations throughout the Middle Tennessee area.

Priority Ambulance has presented one proposal for the County to consider and is open to collaborative discussion of other options. Our option offers four 24-hour ambulances covering the County. Three ambulances will be initially stationed at our main station in Winchester, and one ambulance will be stationed in Estill Springs.

We look forward to being a partner with the community on continual improvements to the Franklin County EMS response.

Investment in Vehicles and Equipment. Priority Ambulance will comply with and meet all regulation requirements set forth in the RFP for fleet maintenance. Ambulances will be equipped with GPS capabilities. Our safety features ensure our employees, patients, and community can complete their shifts safely and focus on delivering expert patient care.

Upgraded Advanced Medical Equipment. Each Priority Ambulance will be equipped with top-of-the-line medical equipment and supplies, including 12 lead cardiac heart monitors, Power Cots, and advanced life support equipment and medications to exceed the requirements of the State of Tennessee.

Franklin County E-911 Center Dispatch. The Franklin County E-911 Center will serve as the primary public safety answering point (PSAP) for Franklin County emergency calls. Franklin County E-911 can also directly dispatch Priority ambulance units as in the past. For non-emergency scheduled calls, Priority Ambulance will staff a dispatcher in Franklin County during weekday daytime hours for scheduling non-emergency transports, and the local number will roll over to our 24/7 East Tennessee Communications Center located in Knox County for non-emergency requests on nights and weekends. This option allows for additional savings for the County and an economical way to handle non-emergency services.

Professional Appearance and Code of Conduct. Customer service is a top priority for Priority Ambulance, and we will provide extensive training to the current workforce and new



hires on our high standards of patient care and professionalism. Priority Ambulance will hold an onboarding and training session for the new employees to review the code of conduct and customer service standards. We give our employees the training, tools, and encouragement to deliver professional service with a friendly face. That is what sets us apart from our competitors.

**Community Involvement.** The Priority Ambulance leadership team has a long history of commitment to community involvement and public safety. Priority Ambulance provides standby support to community events, high school athletics, concerts, festivals, and other nonprofit events throughout the year. In addition, we will participate in disaster training and drills in Franklin County.

**First responder, law enforcement, and school training.** Priority Ambulance will provide training and replace disposable supplies used by first responders. We will work with local agencies to develop county-wide first responder programs. We look forward to working with the County to build these programs.

**Financial.** The fee for service revenue associated with transports in Franklin County does not support the full costs of the system as required by the County. Because we cannot increase transports and already have evaluated the rates in the community, the system must have another source of revenue to be sustainable for the future.

**TN-T2.** Priority Ambulance is offering telehealth visits for Tennessee Medicaid patients who call 911 under a new program that allows first responders to treat non-urgent patients on-scene. The state's Triage, Navigate, Treat, and Transport (TN-T2) is a payment model that will help provide flexibility for EMS personnel who treat TennCare patients during a 911 call. This innovative system assists Priority Ambulance providers in supporting the community. This system supports the delivery of healthcare services while keeping EMS staff within their scope of training. This system can provide the appropriate care to the patient, avoid unnecessary transports, and return the ambulance to available status.

During past meetings, the County and our evaluations have concluded that it is in the community's best interest to maintain four, 24/7/365 ambulances. This option is four, 24/7/365 ambulances, a manager, and a local dispatcher, Monday through Friday during business hours. This option is \$600,000 per year with a 5% increase per year.



## SUMMARY

In summary:

Priority Ambulance has custom-tailored a unique ambulance service offering to fit Franklin County.

Priority Ambulance has a strong regional team with a history of operating 911 systems in Tennessee with high performance.

Priority Ambulance is investing significantly in vehicles, equipment, Telemedicine, and staffing during the contract period.

Priority Ambulance has a track record of success in similar-sized communities. You can verify.

Priority Ambulance has enhanced ambulance resources and staffing within the county.

We are ready, willing, and able to deliver 100% of what you've asked for and the enhancements we have added in the form of people, equipment, and processes. We are already located in Franklin County and do not need start-up time. We will operate from both of our current stations with our current employees and equipment. We will comply with all requirements of the RFP and look forward to serving the citizens of Franklin County.

Sincerely,

A handwritten signature in black ink that reads "Rob Webb".

Rob Webb

Vice President of East Tennessee Operations PRIORITY AMBULANCE



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PROPOSAL TO FRANKLIN COUNTY

## Introduction & General Requirements

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## INTRODUCTION & GENERAL REQUIREMENTS

### PURPOSE

#### About PRIORITY AMBULANCE

Priority Ambulance is part of the Priority Ambulance family of Companies. Priority Ambulance responded to fill an immediate need in the community. Priority Ambulance purchased the assets of A&E Emergency Services, hired the staff, leased the buildings, and provided an immediate solution to a potential EMS crisis in Franklin County. Priority Ambulance was founded in Knox County, Tennessee, in December 2013. We are the only national ambulance company headquartered in Tennessee. We were founded with the mission:



“Our Community. Our Priority.” Our Tennessee EMTs, paramedics, dispatchers, and support staff daily embody our commitment to putting our patients and communities first and treating every encounter as we would want our neighbors, friends, family, and loved ones to be treated. We are today carrying on that mission in Franklin County as A&E EMS.

In 2014, we began serving the Cities of Loudon and Lenoir City with 911 ambulance service response and expanded to the full county in 2015. Since taking over this service, we improved response times by 60% over the previous contractor through a collaborative partnership with the 911 center, public safety communities, and partners. In July of 2022, Priority Ambulance started providing 911 and Non-Emergency services to Cocke County, Tennessee. Priority Ambulance also provides interfacility transportation to medical facilities throughout East Tennessee.

Since 2014 our strong foundation on community service and involvement has served as the platform for national expansion.

#### National Support

From our East Tennessee roots, Priority Ambulance has grown to be the fastest-growing national ambulance company in the country. Approximately half of the company’s 600,000 annual patient transports are in response to a public call to 9-1-1, while other calls are for care and movement of patients between health care facilities.



Throughout Priority’s national service area, approximately 4,000 highly trained paramedics and EMTs staff a fleet of 850 state-of-the-art vehicles with the latest medical equipment and technology.

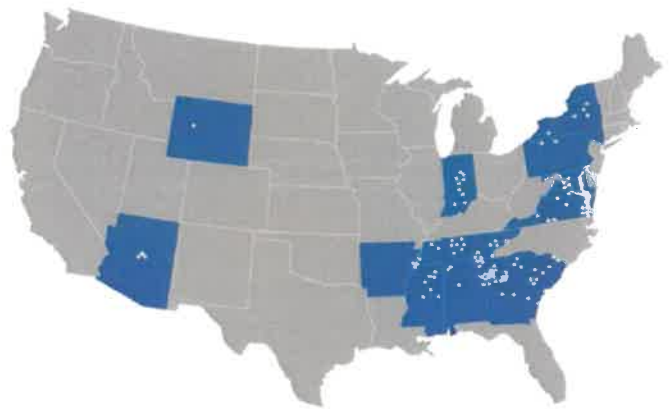
Priority Ambulance was founded as a limited liability corporation on Dec. 23, 2013; however, the companies that have joined the Priority family of companies have served their communities for decades. Our leadership team also has decades of experience operating high-performance EMS systems nationwide.

We put our trust in local and trusted caregivers and identify, develop, and retain local talent and leaders who understand the unique needs of each community and create customized emergency services solutions. Each operation has autonomy in its decision-making and is supported with additional capital, resources, and expertise from the national leadership team, and its sister companies.

Priority Ambulance is a dynamic, rapidly growing company with operations in 14 states. In 2023, Priority Ambulance ranked No. 521 on the Inc. Magazine's 5000 Fastest-Growing Companies in the United States and has now appeared on the list for five consecutive years. Since the company was founded in 2014, Priority Ambulance has expanded through new business proposals, acquisitions, and de novo startups. Priority Ambulance is well-capitalized and supported by Consonance Capital Partners, a private equity firm.

- Maricopa Ambulance in Arizona
- Shoals Ambulance in Alabama
- Puckett Ems In Georgia and Southeast Tennessee
- Central Ems in Georgia
- National Ems in Georgia
- Medshore Ambulance In South Carolina
- Guardian Ambulance In South Carolina
- Lifecare Medical Transports in Virginia and Maryland
- Seals Ambulance in Indiana
- Kunkel Ambulance in Upstate New York
- Trans Am Ambulance in Western New York And Northwestern Pennsylvania
- Priority Ambulance of East Tennessee
- Priority Ambulance in Tennessee
- Baptist Ambulance in West Tennessee, Arkansas, And Mississippi
- Frontier Ambulance in Wyoming
- First Call Ambulance in Tennessee

The Priority Ambulance family includes:



- 850 Emergency Vehicles
- 600,000 Patients Served Annually
- 2.9 Million Population Covered by 9-1-1
- Primary 911 Provider to 38 Communities

## PRIORITY AMBULANCE'S CORPORATE VALUES

By seeing what we hold as our highest priorities, you understand how we think and behave and can determine how we will fit into the system when a patient's life or health depends on teamwork. We believe that partnerships and collaborations are what keep our communities and patients safe.

**Trust** built with communities, medical facility partners, patients, and employees is at the heart of our company. We build that trust by infusing into every aspect our core values of

**S.A.F.E - Safe. Accountable. Friendly. Efficient.** These fundamental principles drive our commitment to delivering personalized ambulance solutions to each community or customer; professional, courteous service; and unflinching high standards of clinical care.

We believe all four core values should be in balance, as neither is more important than another – with one notable exception. **Safe** is a core value by itself, and we purposely selected words to convey these values, which spell the acronym S.A.F.E., because safety is our guiding principle.

Our mission is to provide high-quality ambulance and emergency medical services, and that mission sometimes put our teammates in harm's way. We cannot eliminate risk completely and still do our job effectively, but we believe with concerted efforts to achieve balance, that we can mitigate that risk.

When we deliver our core values, our customers experience the key attributes of service and quality care and see our employees being **professional, courteous and on-time**. The consistent delivery of this service over time builds the trust of our community members and customers, which is essential to the success of Priority Ambulance as a public service agency.

**S** **SAFE**  
Our actions are safe for ourselves, our colleagues, other professionals and the public.

**A** **ACCOUNTABLE**  
Our actions in private honestly match our publicly stated values and promise.

**F** **FRIENDLY**  
Our actions are kind and pleasant; our teams strive for open, respectful communication.

**E** **EFFICIENT**  
Our actions produce results that fit the resources invested by our customers, employees and stakeholders.



## REGIONAL FOOTPRINT

### Priority Ambulance Tennessee At-A-Glance

> 1,000 employees

150 licensed ambulances in Tennessee

Serves 8 Tennessee counties as 9-1-1 provider; 20 counties total

Nearly 300K Tennesseans rely on PRIORITY AMBULANCE for reliable, timely 9-1-1 service

Priority Ambulance has operation centers in each of Tennessee's four largest metropolitan areas. Priority Ambulance is the largest ambulance provider in Tennessee and the only national ambulance company with its headquarters in Tennessee (Knox County).

Currently, Priority Ambulance operates as four companies: Baptist Ambulance in West Tennessee and greater Memphis; Priority Ambulance in East Tennessee and greater Knoxville; Puckett EMS in Southeast Tennessee and the greater Chattanooga; First Call in Middle Tennessee and greater Nashville and A&E EMS in Central Southern Tennessee.



### PRIORITY AMBULANCE TENNESSEE FAMILY OF COMPANIES



IFT Only: Cheatham, Davidson, Dickson, Maury, Montgomery, Rutherford, Sumner, Williamson, Wilson



911 & IFT: Franklin



911 & IFT: Cocke, Loudon  
IFT Only: Blount, Knox



911 & IFT: Tipton, Carroll, Obion  
IFT Only: Shelby



911 & IFT: Sequatchie, Marion  
IFT Only: Hamilton



Tennessee's largest metro areas  
Nashville, Memphis, Knoxville  
and Chattanooga



**PRIORITY**  
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PROPOSAL TO FRANKLIN COUNTY

## Scope of Work

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## SCOPE OF WORK

### DUTIES OF CONTRACTOR

As the contracted 911 provider to Franklin County, Priority Ambulance will respond to all 9-1-1 and nonemergency calls within the county limits 24 hours a day, seven days a week, 52 weeks per year, as dispatched by the Franklin County E-911 Center.

Priority Ambulance currently provides exceptional 911 service to three counties in East Tennessee, and to a total of eight counties throughout the state. With more than 150 ambulances, we are the largest ambulance provider in the state and operate to high operational and clinical standards throughout our service area. We meet all local, state, and federal guidelines for professional ambulance service. Nationwide, we provide 911 coverage to communities representing more than 2.9 million in population.

Our past performance is evidence of our commitment to providing exceptional medical transportation to Franklin County, its citizens, and medical facility partners at all times.

Preserving the local knowledge base of medical personnel of the incumbent workforce is critical to maintaining a high level of operations. Our people are our most precious resources. A&E/Priority recently provided a substantial pay increase to retain our current workforce and recruit additional EMTs and Paramedics. Priority Ambulance recognizes the importance of preserving the existing workforce as the foundation by offering career development opportunities, training incentives, and recognition programs that promote workplace satisfaction. We add our aggressive hiring and certification programs to that foundation to bring new EMTs and paramedics into the County and career field pipeline. The result of all these efforts is sustainability for our local workforce and consistency of management and leadership in the community.

Priority Ambulance is best positioned to maintain Franklin County's current workforce. In May 2020, Priority Ambulance purchased the assets of A&E Emergency Services and transitioned the local EMTs, paramedics, dispatchers, local managers, and support staff to its national compensation and benefits package. With a new contract, EMTs and paramedics will remain the same. The Franklin County EMS system will report to and be supported out of Priority Ambulance's East Tennessee operations based in Knox County.

Priority Ambulance exceeds the State of Tennessee requirements for ambulance service. Our Ambulance posting plan will post three (3), 24-hour ambulances at our Winchester station and one (1), 24-hour ambulance at our Estill station.

Priority Ambulance maintains its vehicles to federal, state, and local regulations. In the first year of the new contract, PRIORITY AMBULANCE will provide one new ambulance. The remaining ambulances will be the existing units currently being operated in Franklin County.

Priority Ambulance will also provide a four-wheel-drive SUV vehicle (Quick Response Vehicle/QRV) for the Manager, available for quick response. The QRV vehicle will have the medical equipment necessary to provide an effective ALS medical first response. The QRV

can enter the system and respond during peak call demand, mass casualty, or unusual incidents, or any time additional support is needed.

All units have the following features:

- All ambulances will meet federal specifications KKK-1822F and will be certified by the manufacturer to meet those specifications. All Priority Ambulance vehicles will be equipped to meet or exceed the standards set by the County and the state of Tennessee.
- All ambulances will be branded with approved markings from the County.
- All ambulances and support vehicles will have GPS automatic vehicle locators, and the geographic data will be provided in real-time to 911 and Priority dispatch centers and managers.



Priority Ambulance will make its ambulances available anytime for checks and audits without notice.

Priority Ambulance uses a maintenance tracking system, Fleetio, capable of producing regular reports on maintenance.

Priority Ambulance provides a nationwide fuel card system that allows Priority Ambulance employees to purchase fuel at stations across the country. This program is managed through Comdata, allowing local management to maintain detailed records and improve fuel efficiency.

Local certified mechanics perform maintenance on all vehicles owned by Priority Ambulance with factory training and certification from the original motor vehicle equipment manufacturer or the equivalent certification for emergency vehicle technicians. More complex maintenance and repairs specific to ambulance service will be completed by the internal fleet manager at Priority Ambulance's East Tennessee headquarters in Knox County or Puckett Ambulance in Chattanooga.

Priority Ambulance will meet or exceed all insurance requirements requested by Franklin County.

## AMBULANCE DECONTAMINATION

Priority Ambulance uses the AMBUstat fogger machine placed in the ambulance and distributes a thin disinfecting mist throughout the back of the ambulance. The fogger disinfects hard-to-reach areas and ensures that every surface is disinfected. The AMBUstat fogger was developed after the Ebola outbreak in 2014 through a partnership between a paramedic and consultation, testing and verification from a NASA engineer. AMBUstat's mist consists of water, peracetic acid, and hydrogen peroxide – a stable, effective disinfectant even at lower concentrations.



The Priority Ambulance team puts into practice our motto of "Our Community. Our Priority". We go beyond providing medical care to the community, also investing in the community through community standbys, education, and coordination with local partners to ensure that Franklin County is the best place to live, work and raise a family.

Priority Ambulance will provide standby service to county- and city-sponsored events, area High School and Middle School football games, fire scene standbys for city and county fire departments, law enforcement standbys, local inmate transports, medical examiner transports, and emergency drills. Throughout our East Tennessee service area, we also donate standby service to numerous nonprofit organizations and charities during fundraisers and community events, and we will offer those same services to Franklin County nonprofit organizations as often as possible.

## FIRST RESPONDER/LAW ENFORCEMENT TRAINING

Priority Ambulance invests heavily in providing training to its first responder partners. Priority Ambulance will organize and lead a countywide first responder training day to provide continuing education for all first responder agencies. First responders will receive eight hours of continuing education in pediatric and adult first aid practices at these events. Topics of these training days will include trauma, medical and pediatric care; obstetrical care; special needs patient care; overdose response; and CPR, first aid and customer service.



Priority Ambulance will also contact the Franklin County Sheriff's office to offer support with medical training, including protocols for bleeding control, drug overdose, and gunshot and stabbing emergencies, which sheriff's deputies may encounter in the field. In addition, we will provide transport for public safety employees injured in the line of duty as part of our agreement.

Priority Ambulance views its work as a public trust. Priority Ambulance wants everyone in the community to have the highest confidence in the EMS system. To that end, it is an important

duty to provide thorough, complete reports to the County and community that show a true, accurate picture of performance in the system. With a full picture of how the system operates, we collaborate with the County on continuous quality improvement projects that deliver additional benefits to the health and safety of the people of Franklin County.

Priority Ambulance shall hold Franklin County harmless and indemnify the county for all liability incurred by reason of negligent or intentional omissions of the contractor or its employees and shall maintain the minimum insurance coverage required throughout the terms of the contract.

Priority Ambulance will comply with the Fair Labor Standards Act and all other regulations promulgated by the U.S. Department of Labor, Equal Employment Opportunity Commission, and federal and state regulatory agencies.

### TN-T2 (TREAT NO TRANSPORT + TELEMEDICINE)

We are proud to announce Priority Ambulance will begin offering telehealth visits for Tennessee Medicaid patients who call 911 under a new program that allows first responders to treat non-urgent patients on-scene. The state's Triage, Navigate, Treat, and Transport (TN-T2) is a payment model that will help provide flexibility for EMS personnel who treat TennCare patients during a 911 call.



PRIORITY AMBULANCE will deliver telemedicine visits on the scene of 911 calls under a collaboration between Priority Ambulance, Priority OnDemand, and the company's OnDemand Visit telehealth technology platform.

We are excited about implementing this program utilizing our OnDemand Visit telehealth technology. This program will not only allow patients to receive the most appropriate care but also enable the healthcare system to keep readily available resources for emergencies that require elevated levels of care.

For the first time, our first responders will work alongside OnDemand Visit telehealth providers on the scene of 911 calls to provide the most appropriate levels of care for low-acuity patients, ensuring they receive the right care when and where they need it. **Any patient requesting to be transported will be transported.**

As we are experiencing, post-pandemic, emergency rooms and doctor's offices continue to struggle with over-capacity, extending wait times and straining EMS resources is a challenge. By implementing telemedicine in the field, our paramedics and EMTs will be able to work directly with our panel of telehealth providers to assess their conditions in real time in cases where patients need to be seen but not escalated to an emergency room visit.



While an innovative approach to modern medicine, utilizing telemedicine in the field, goes back to the basics of healthcare by ensuring patients get not only the best care possible but the right care. We look forward to being a part of this innovative patient-centric healthcare solution and the successful outcome.

We are anxious to measure the success of this innovative program and look forward to enhancing it in Franklin County.



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PROPOSAL TO FRANKLIN COUNTY

## EMS Personnel & HR

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## EMS PERSONNEL & HR

Patient care is the driving force behind every decision in our organization. That means recruiting passionate EMS personnel and providing them with the best training and advanced medical equipment. It also means identifying and measuring key performance indicators and structuring clinical programs in our workforce that reward, reinforce, and celebrate quality.

In the following sections, we explain our field personnel requirements and training programs, as well as our philosophy and approach to continuous quality that allow us to ensure high quality patient care to our communities.

### CLINICAL CREDENTIALS OF FIELD PERSONNEL

People are at the heart of Priority Ambulance – patients, employees, and our colleagues in public safety and health care. At Priority Ambulance, we understand that our employees are our greatest asset in providing spectacular service to our community.

We believe that local EMTs and paramedics are best equipped to care for their family, friends, and neighbors. To guarantee that we recruit the best EMTs and paramedics for Franklin County, we offer competitive wages, full benefits, and opportunities for continuing education and career advancement.

Every ambulance serving the 911 system will be staffed to either the advanced life support level or basic life support level as appropriate with the state-approved staffing configurations and certification levels. To ensure that we achieve our commitment to clinical excellence, the following licenses and/or certifications are required:

Paramedic	Emergency Medical Technician (EMT)	Ambulance Operator
<ul style="list-style-type: none"> <li>■ State-issued Paramedic certification</li> <li>■ CPR Certification</li> <li>■ Advanced Cardiac Life Support (ACLS) certification</li> <li>■ Pediatric Advanced Life Support (PALS) certification</li> <li>■ Prehospital Trauma Life Support (PHTLS) certification</li> <li>■ State-issued driver's license</li> <li>■ EVOC or equivalent</li> <li>■ High school diploma or GED</li> </ul>	<ul style="list-style-type: none"> <li>■ State-issued EMT or EMT-Advanced certification</li> <li>■ CPR certification</li> <li>■ State-issued driver's license</li> <li>■ EVOC or equivalent</li> <li>■ High school diploma or GED</li> </ul>	<ul style="list-style-type: none"> <li>■ Completion of state-approved training course/orientation</li> <li>■ Enrollment in state-issued Emergency Medical Response (EMR) certification course (completion within one year)</li> <li>■ CPR certification</li> <li>■ State-issued driver's license</li> <li>■ EVOC or equivalent</li> <li>■ High school diploma or GED</li> </ul>



PROPOSAL TO FRANKLIN COUNTY

## Leadership & Support Staff

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## LEADERSHIP & SUPPORT STAFF

Our frontline team is supported by management team and supervisors with decades of experience serving the county, which demonstrates our commitment to investing in local experience. Please see below for bios of our key personnel.



### TONY ANTEAU

#### MID-STATES REGIONAL PRESIDENT

Tony Anteau has served as Regional President of the Mid-States Region since 2022. Anteau oversees operations in seven states for the Mid-States Region, which includes First Call Ambulance (TN), A&E EMS (TN), Priority Ambulance of Tennessee (TN), Puckett EMS (TN), Seals Ambulance (IN), Kunkel Ambulance (NY), Trans Am Ambulance (NY), Shoals Ambulance (AL), and Baptist Ambulance (TN, MS, AR).

Tony has more than 35 years of experience in the emergency medical services industry. After joining the company as vice president of Priority Ambulance's Indiana operation, Seals Ambulance, in 2017, he grew the business with new hospital contracts and oversaw 9-1-1 contracts with the cities of Greenwood and Franklin and Tipton County. As directed by the Regional President, Tony also provided operational support and led special projects in other areas throughout the Mid-States region.

Tony is an involved member of the Indiana State EMS Association and was named the State EMS Officer of the Year by the Indiana Fire Chiefs Association in 2021. Tony is also a leading member of a coalition of Indiana's largest ambulance providers currently lobbying state government to approve the ability for ambulance providers to negotiate directly with health insurance plans for better reimbursement rates and to protect the patient from surprise billing.

Prior to joining the Seals team, Tony served in multiple fire and EMS service leadership roles throughout the mid-western and southeastern United States. He served as vice president of operations for Air Medical Group Holdings in Lewisville, Texas, and successfully launched operations in two additional states, including the design and administration of three new 9-1-1 operations. He served as division general manager for Rural/Metro in Atlanta, Georgia, where he oversaw several large 9-1-1 contracts and launched the company's critical care program. Tony also served on the State of Georgia Region III EMS Council.

Tony was appointed by the Governor and served as the Chairman of the State of Ohio Ambulance Licensing Board. He previously served as the Chief of the Middleton Township Fire/EMS Department, Chief of the McComb Rescue Squad, and Chief of the Mid County and Central Joint Ambulance Districts.

Tony also has extensive experience serving in senior leadership capacities for several hospital-based ambulance services and air medical programs. He has served as an EMS Strike Force Leader, EMS Task Force Leader, and EMS Incident Commander as a FEMA subcontractor during numerous national disaster responses.

## EAST TENNESSEE SUPPORT TEAM



### ROBB WEBB

#### VICE PRESIDENT OF EAST TENNESSEE OPERATIONS

Rob Webb oversees Priority Ambulance's emergency and interfacility medical transport operations throughout East Tennessee, including operations in Knox, Cocke, Blount, Loudon, and Franklin counties. He has 40 years of experience in emergency services in Tennessee.

Rob obtained an Associate of Science in Criminal Justice from Walter State Community College in 1982. He began his career in law enforcement but found his true calling in emergency medical services management. Rob spent more than 27 years at Rural/Metro and served as Regional Director for Rural/Metro of Tennessee. Rob is a State of Tennessee licensed paramedic and holds various emergency certifications. He has extensive experience in EMS budgeting, system status, customer service, clinical excellence, certified ambulance billing coder, and a thorough understanding of EMS reimbursement issues.

Rob is involved in the Tennessee community and professional associations. He is a past president of the Tennessee Ambulance Service Association and is past vice president of the East Tennessee Directors Association. He was also the recipient of the American Red Cross Hero Award. He served as the District Chairman of the Boy Scouts of America and is an Eagle Scout. He is a founding Board member of the Townsend Volunteer Fire Department and remains on the board 40 years later. He served two terms on the Townsend City Council as Vice Mayor. He was appointed by the governor to serve on the Tennessee Emergency Medical Services Board for two terms. In 2006, he was elected to the Blount County School Board and was reelected in 2010.

A native Tennessean with the true Tennessee volunteer spirit, Rob has done mission work in Tennessee, Kentucky, Honduras, and Nicaragua. He has been a member and deacon at Central Point Baptist Church for more than 20 years. He lives in Seymour with his wife, Angie, an R.N., and their three children.



### ROBYN ASHER

#### PROFESSIONAL DEVELOPMENT MANAGER / DOCUMENT QUALITY ASSURANCE MANAGER

Robyn Asher is responsible for managing the ongoing training of Priority Ambulance's expert team of paramedics and EMTs. Robyn stays up-to-date on the latest technology and emergency protocols to make sure the team is prepared to deliver the best care possible to our patients. Robyn provides guidance and updates working, with Ben Smith to comply with Priority Ambulance Patient Care Standards. Robyn also oversees the coordination, control, and inventory of medications.

Robyn has more than 20 years of experience leading EMT, EMT-Advanced, and paramedic instruction classes, and many other classes. Robyn was previously a field supervisor, clinical manager, and lead instructor at the paramedic academy at Rural/Metro of East Tennessee.

Robyn is on the Board of Directors for East Tennessee Riding Club, where she is actively involved with the 4-H Club. Robyn also served two terms as Secretary for the PTO board at her children's school. She has an A.A.S. in General Technology with emphasis in EMS. In 2005, she completed her Critical Care certification from the University of Baltimore, Maryland. Robyn holds instructor certifications in ACLS, PALS, PHTLS, EPC and BLS.



## **BRIAN QUALLS**

### **FLEET MANAGER**

Brian Qualls was an original team member of Priority Ambulance in Knox County when the service began in 2014. Qualls has more than 30 years of EMS experience providing clinical care in the field and later as a fleet mechanic managing all levels of preventative maintenance and specialized repairs for East Tennessee's ambulance fleet.

Qualls has been certified EMT-Advanced since 1990 and continues to hold his certification.

In 2015, he received his first Automotive Service Excellence (ASE) certification. He holds the following ASE certifications: Certified Maintenance and Light Repair Technician; AC Refrigerant Recovery and Recycling; and Ford Motorcraft Automatic Transmission. He is also a certified Stryker Ambulance Stretcher technician. Brian is involved in various youth programs including serving as the children's director at his church, and he is an ordained Minister.



## **CHRIS SHORE**

### **EAST TENNESSEE IT MANAGER**

Chris Shore manages information technology programs, maintenance, and initiatives for PRIORITY AMBULANCE and Priority Ambulance of East Tennessee.

He graduated from Anderson College in 1998 with a degree in information technology and began his career working for AnMed Health Hospital in Anderson. His father founded Medshore Ambulance, the largest ambulance service provider in South Carolina. As the family business grew, Shore split his time between the hospital and

Medshore Ambulance.

In 2004, he began working full-time for Medshore Ambulance. In that time, he managed many programs and operations startups. He was involved in implementing Zoll data systems across the company and integrated the system into billing and dispatches. In addition, he

manages all ambulance-based internet systems, including the mobile data terminals and Sierra Wireless Gateways. In his time with Medshore, the company expanded throughout South Carolina, and he has been intimately involved with the technology and communications planning as the company moved into different geographic areas and interfaced with new systems.

When Medshore joined the PRIORITY AMBULANCE family of companies, Chris expanded his scope to a regional IT role managing IT projects and initiatives throughout the Southeastern United States.



**DR. JOE HOLLEY**  
**CHIEF MEDICAL OFFICER**

With more than 30 years of experience, Dr. Joe Holley is the Medical Director for Priority Ambulance's operations in Tennessee. He also serves as the national medical director for Priority OnDemand and the PRIORITY AMBULANCE family of companies.

Additionally, Dr. Holley is the State EMS Medical Director for Tennessee, as well as the Medical Director for Memphis and Shelby County Fire Departments and Tennessee Task Force One: Federal Emergency Management Agency (FEMA) Urban Search and Rescue (USAR) team. He has been deployed more than 25 times to such events as 9/11 at the Pentagon, Hurricanes Katrina, Harvey, and Irma, among many others. Due to this extensive experience, Dr. Holley is now the Medical Unit Leader for FEMA's Incident Support Team.

Dr. Holley is Subspecialty Board Certified and has extensive experience in EMS, including specialty areas such as Confined Space, Motorsports, and Event services. He currently serves multiple private EMS systems in West Tennessee, making him the most active EMS Medical Director in Tennessee.

In addition, he is a member of the Eagles Consortium, comprised of the EMS Medical Directors of the nation's largest municipalities. Dr. Joe Holley also provides educational presentations, up-to-date protocols, and emergency medical hot topics via [EmergencyMedicalResources.com](http://EmergencyMedicalResources.com). Dr. Joe Holley was voted a Memphis Top Doc by Memphis Flyer.



## DENNIS ROWE

### DIRECTOR OF GOVERNMENT & INDUSTRY AFFAIRS

Dennis Rowe currently serves Priority Ambulance Corporation as Director of Government Relations. Dennis serves as Education Director of Priority Ambulance Leadership Foundation. The leadership program prepares internal and external candidates for leadership roles during the current EMS metamorphous.

Previously, he served as Director of New Business Integration. He participated in the due diligence process and the transition of business, credentialing, education facilitation, orientation, and liaison for all facets of company integration. He

previously served as A&E's Director of Operations in East Tennessee, coordinating the day-to-day operations of Priority Ambulance medical transport service for Knox County and the surrounding areas. He oversaw the basic life support (BLS), advanced life support (ALS) and critical care ambulance transports, as well as Knox County's communications centers.

Dennis has extensive experience in emergency services in Tennessee. He spent 17 years at Rural/Metro serving in Knox, Loudon County, Spring Hill, Blount County and Nashville. Previously, Dennis was the trauma coordinator for the Level One Trauma Center at the University of Tennessee Medical Center. He was actively involved in research publications, Trauma Center financial analysis, and day-to-day operations. Before moving to the surgery department, Rowe was part of the UT LIFESTAR helicopter program startup team. UT LIFESTAR was a FAA 135 operator and operated IFR aircraft.

Dennis is a Paramedic, instructor, and participates in medical research projects in the Knox County/East Tennessee area as well as National Projects. Dennis currently is actively engaged with the National Highway and Traffic Safety Administration and National Association of EMS State Officials, serving on an expert panel to revise the National EMS Scope of Practice Model. He also serves on a national panel with the American College of Surgeons - Stop the Bleed Initiative and the Prehospital Subcommittee of the Committee on Trauma as a Liaison to the COT Committee of the ACS. Dennis was appointed and currently serves on the National Trauma Institute Board. He served as a presenter and expert panel member in the First China and Asian Region Ambulance Director's Conference held in Shanghai China and repeated in South Korea. The program covered ambulance operations and clinical excellence programs.

Dennis currently serves as a board member on the Tennessee Emergency Medical Services Board. He served as president of the Tennessee Ambulance Service Association and served on the Tennessee EMS Divisions Clinical Issues Committee. He is a long-time member of NAEMT and has served on the Board of Directors, Treasurer and currently President. He worked extensively with Dr. Norman McSwain, founder of the Prehospital Trauma Life Support (PHTLS) Committee. He has served on numerous committees and is a past chairman of the NAEMT Bylaws Committee.



## KEN SMITH

### VICE PRESIDENT OF RISK & SAFETY

Ken Smith is responsible for managing the risk and safety programs for Priority Ambulance nationwide. He reviews and investigates any incidents and constantly reviews current best practices for implementation to ensure Priority Ambulance's customers and employees operate in the safest environment possible.

Smith has more than 30 years of experience in the emergency services field. He has previously served as a field supervisor, communications manager, division general manager and operations vice president of fire services for Rural/Metro Corporation.

Smith previously served on the board of directors for Fairhaven Volunteer Fire Department as an advisory chief. He has achieved multiple certifications in the emergency services field, including emergency medical service, fire service and communications.



## ADRIENNE HUNTLEY

### CHIEF PEOPLE OFFICER

Adrienne Huntley has more than 20 years of experience developing, implementing and leading people strategies across a diverse portfolio of companies and industries. As Chief People Officer, Adrienne oversees the enterprise-wide people strategy and culture, recruitment, talent management, employee wellness, DEI (diversity, equity and inclusion) and building development opportunities for advancement.

Prior to joining Priority, Adrienne is the founder and CEO of Enne Resources, LLC, an executive HR advisory firm specializing in talent acquisition, executive coaching and leadership development. She previously served as Vice President of HR & Compliance for Qsource, where she led HR strategy, organizational culture, benefits and compensation, and established DEI initiatives.

Adrienne's prior experience also includes Global Organizational Development Director & Corporate HRBP for Barr Brands International, Chief Human Resources officer for Tenet Health - St. Francis Hospital in Barlett, TN; and Human Resources Director for HealthSouth Rehabilitation Hospital.

Adrienne holds a master's degree in HR/Organizational Development and a bachelor's degree in business administration with an emphasis in HR from Strayer University.

Additionally, she is an EQ Certification Assessment Facilitator and Coach and holds a Professional Human Resources (PHR) certification. A Tennessee native, Adrienne is deeply involved in her community and currently serves as a Facilitator/Speaker for HR Training.





## TONY DALTON

### GENERAL COUNSEL

As general counsel, Dalton heads the company's in-house legal department in its corporate headquarters in Knoxville, Tennessee. Dalton has more than 27 years of legal experience, including significant experience in the emergency medical services industry.

As a partner in the law firm, Woolf McClane Bright Allen & Carpenter, PLLC, Dalton has served as outside counsel for Priority Ambulance for several years. Dalton has advised the company on a variety of legal issues during its recent growth.

When nationally recognized trial attorney Louis Woolf and several other partners formed the Woolf McClane law firm in 1994, Dalton left his previous firm to join Woolf McClane as an associate attorney. He spent 24 years at Woolf McClane, advancing to partner and serving as a member of the firm's executive committee and director of recruiting. In addition to PRIORITY AMBULANCE, Dalton previously has represented other private ambulance services in the region, including Rural/Metro of Tennessee.



## DIAHAN UNDERWOOD

### CHIEF NURSING OFFICER / COMPLIANCE OFFICER

Diahn Underwood oversees compliance programs for all of PRIORITY AMBULANCE's family of companies and evaluates compliance issues and concerns. Underwood is a Certified Ambulance Compliance Officer (CACO) through the National Academy of Ambulance Compliance.

Prior to joining Priority Ambulance, Underwood worked at Central EMS, a member of the PRIORITY AMBULANCE family of companies located in Roswell, Georgia, as director of nursing and critical care services and chief flight nurse for Central Air Ambulance from 2010 to 2017. Underwood has more than 20 years of experience in EMS and critical care nursing.

Underwood received her EMT certification from North Metro Technical College in 1991. While working as an EMT, her love for helping people and advancing in the field of medicine led her to pursue her degree as a registered nurse from Clayton State College in 1997. Before joining Central EMS, she gained experience at Children's Hospital of Atlanta, Scottish Rite, Northside Hospital-Cherokee, West Georgia Medical Center, Cherokee EMS, and Troup County EMS.

Underwood is certified in Advanced Cardiac Life Support, Pediatric Trauma Life Support, Prehospital Trauma Life Support, Basic Trauma Life Support, Perianesthesia, Basic Firefighter II and FEMA and Hazmat Courses. She is an instructor in Pediatric Emergency Awareness Recognition (PEAR), BLS/ACLS, Advanced Cardiac Life Support, Pediatric Advanced Life Support, ITLS, PHTLS, Child Passenger Car Seat Technician, SAFE Kids Safety Program, and the Infectious Disease Transport Network. Underwood is a member of the American Association



of Critical Care Nurses Foundation and serves on the Georgia State Medical Assessment Team Advisory Board.

## **FRANKLIN COUNTY DEDICATED TEAM**

The Operations Manager will be 100 percent dedicated to this role and will not be assigned any other duties or responsibilities. Supporting the Operations Manager will be three Paramedic Field Supervisors. These three Field Supervisors will be available to support and assist around the clock. They will be based at the Franklin County ambulance operations center. We will provide a 24-hour, on-duty supervisor contact for the County.

Our Field Supervisors, supported by the Operations Manager, will handle all regular daily operational issues including staffing, scheduling, customer service, supply distribution, facility upkeep, fleet availability, and clinical operations. They will ensure the smooth operation of the service on a daily basis.

A full-time dispatcher will also be staffed within Franklin County for interfacility scheduled transport requests Monday through Friday during business hours. The Dispatcher is an EMT and available to assist the operation during heavy call load or disaster by transferring the phones to the Knox County dispatch center.

The Operations Manager will be supported by our East Tennessee Regional and national support teams. Our executive staff and corporate support team detailed in the following pages will provide any required support for finance, legal, insurance, human resources, information technology, communications center, risk management and compliance activities.



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PROPOSAL TO FRANKLIN COUNTY

## Regulatory Compliance

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## REGULATORY COMPLIANCE

Priority Ambulance places accountability as one of its four core values. We define accountability: "Our actions in private honestly match our publicly stated values and promises." The ambulance industry is accountable for federal, state, and local regulations, and one of our promises is to comply with all relevant laws and regulations. The ambulance service industry, however, includes organizations that do not share our respect for accountability, as seen by federal investigators and the recent heightened investigations of suspected fraud, since ambulance services participate in federal and state programs, such as Medicare and Medicaid, as do other health care organizations. As just one of many examples, a significant number of the individuals or organizations excluded from participating in federal health programs come from the ambulance industry. The Office of the Inspector General (OIG) website lists numerous entities or persons from the ambulance industry who have been excluded from participation in federal health care programs.



The key to avoiding claims of fraud or abusive billing practices is to prevent the potential for fraud in the first place and to have a system in place that promotes early detection of potentially fraudulent practices. That is the purpose of our Compliance Plan - to prevent and detect problems before they evolve into a government investigation or lawsuit.

The goal of the Priority Ambulance Compliance Plan is to ensure that we adhere to all applicable Medicare, Medicaid, and any other federally funded health care (for ease of reference, collectively referred to as "Medicare") laws, rules and policies relating to the submission of claims for ambulance services. This includes, among other things, to ensure proper documentation of services, billing, coding and claims submission, as well as the prevention, prompt detection and appropriate action steps for health care fraud and abuse. Other purposes of the plan are to:

Outline and emphasize the organizational commitment to accurate and lawful documentation and submission of all claims for ambulance service to Medicare and other third-party payors.

Promote the prevention, detection, and resolution of instances of conduct that is not in conformance with applicable federal or state laws, rules and regulations.

Minimize, through early detection and reporting, any potential loss to the government from erroneous claims, as well as reduce Priority Ambulance's potential exposure to damages and civil and criminal penalties that might result from questionable activities.

Priority Ambulance's compliance officer should be contacted when questions about compliance arise or to report potential violations or any concerns regarding compliance. Priority Ambulance maintains a 24-hour, third-party telephone line to anonymously report

potential compliance issues, and a report is provided directly to the Board of Directors. To the fullest extent possible, all communication to the compliance officer will be treated confidentially. We also encourage the voluntary reporting of potential compliance issues. To this end and to encourage an open atmosphere of support for the Compliance Plan, there will be no adverse action or retaliation against any person who makes a good faith report of a compliance concern. Reports can be made to the Priority Ambulance compliance officer anonymously whenever possible.

The federal government has set forth seven elements necessary for an effective compliance program for ambulance services in its "Compliance Program Guidance for Ambulance Suppliers" published by the OIG on March 24, 2003.

These guidelines describe that an effective program to prevent and detect violations of law means a program that has been reasonably designed, implemented, and enforced, so that it generally will be effective in preventing and detecting criminal conduct. PRIORITY AMBULANCE's Compliance Plan adheres to the seven elements set forth by the OIG.

Failure to prevent or detect an offense does not necessarily mean that the program was not effective. The hallmark of our program to prevent and detect violations of law is that Priority Ambulance will exercise "due diligence" in seeking to prevent and detect criminal conduct by its staff members and other agents. Due diligence requires, at a minimum, that we adhere to the steps established in our organizational compliance program as set forth in the Compliance Plan.

Any time a concern or complaint is brought to our attention it will be thoroughly investigated and reviewed by senior management. Managers will work to resolve the concern and correct any issues with the ultimate goal of improving service and preventing an issue from occurring in the future.



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PROPOSAL TO FRANKLIN COUNTY

## Subsidy and Rates

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## SUBSIDY AND RATES

### PURPOSE

Priority Ambulance agrees that fees for service will be paid for by billing private insurance, Medicaid, Medicare or less frequently, directly to the patient as the end user.

Ambulance services – like most health care services in the United States – are supported on a fee-for-service basis. When Priority Ambulance transports a patient, the ambulance service bills for and receives reimbursement from private insurance companies like BCBS, federal and state programs like Medicare and Medicaid and, at a much smaller amount, from patients. The revenues from all of these sources support the costs of the county’s EMS system – including EMS personnel wages ready 24/7 for a community emergency, vehicle maintenance and fuel costs, advanced medical equipment and supplies and all other components necessary to run an ambulance service.

Priority Ambulance is intimately familiar with the challenges of rural EMS. More than 60% of our communities across the country are considered rural. Often, in these communities, the revenue generated by ambulance service fees alone is insufficient to sustain the level of ambulance service desired and needed by the community.

Since there is no viable mean to increase ambulance transport volume and fee-for-service revenue, the choices to deliver an economically viable EMS system are limited to:

- Subsidy. Franklin County provides a subsidy to augment the user fee revenues.
- Optimize ambulance staffed unit hours by reducing the number of ambulances on duty. This option has not been well received in the community.
- Evaluate rates/user fees. Priority Ambulance has analyzed Franklin County’s current rates and believes them to be in line with the surrounding communities. Additionally, state, and federal programs always reimburse as a flat rate and therefore, increasing user fee rates may have a diminishing return.

Using the above explanation and rationale, Priority Ambulance will request \$600,000 as a yearly subsidy with a 5% increase each additional year.

### BILLING PROCESSES AND PATIENT RECORDS MANAGEMENT

While many ambulance companies outsource billing services outside of the country, Priority Ambulance’s patient billing is conducted at Priority Ambulance’s billing office, which serves each of the family of companies in its 14- state service area. In fact, Priority Ambulance is so



good at ambulance service billing, it contracts to manage billing for several other EMS organizations.

Internal billing services allow for better communication and collaboration between operations and billing services to ensure that all patient documentation is being accurately and securely documented. Patients also have the added benefit of being able to easily reach a customer service representative located in the United States and able to help.

Priority Ambulance operates a 24-hour billing phone line and a convenient online interface to pay bills. We offer payment plans based on need, as well as a charity program. For those who are uninsured or underinsured and

healthcare bills are a financial burden, we offer discounts and flexible payment plans on a case-by-case basis, which allows us to work with each individual.

Priority Ambulance has policies and procedures in plans for:

- Reminder mailings
- Telephone collection methods
- Policy regarding use of collection agents
- Policy regarding write-off of accounts receivable
- Identifying and pursuing alternative third-party payments and other reimbursement

Priority Ambulance proposes to maintain the billing rates currently being charged in the community as demonstrated in the table below. Priority Ambulance provides emergency medical transport to all 911 requests regardless of ability to pay. Additionally, we operate a charity program on a case-by-case basis developing personalized payment plans and discounts on an as needed basis.

## **CURRENT FRANKLIN COUNTY BILLING RATES**

Due to inflation, the cost of ambulance service historically has risen with each year. To ensure sustainability of the system, Priority proposes that rates will be subject to a minimum 3% annual increase. Increases over 3% will be negotiated with the county and reviewed based on potential changes in economic conditions and to compensate for overall inflation.

*Please see rate table below.*



Priority Ambulance Franklin County	HCPCS	Rate
ALS Emergent	A0427	\$1,944.80
ALS Non Emergent	A0426	\$1,716.00
ALS2	A0433	\$2,288.00
Charge	A0429	\$1,601.60
BLS Non-Emergent	A0428	\$1,430.00
Dialysis BLS NE	A0428	\$1,100.00
Dialysis Mileage	A0425	\$22.00
Mileage - Ambulance	A0425	\$28.60
Non-Covered Miles	A0888	\$22.00
SCT	A0434	\$2,870.40
STATPACK	A0382	\$156.00
Franklin County Standby Per Hour		\$275.00
Stand by Fee Football		\$0.00
Advanced Standby fee per hour		\$715.00
TN-T2 ALS	A0427	\$1,944.80
TN-T2 BLS	A0427	\$1,601.60
TrtNoTrans	A0998	\$1,601.60



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PROPOSAL TO FRANKLIN COUNTY

## **Wages & Benefits**

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## WAGES & BENEFITS

Based on market research, Priority Ambulance has competitive wages and salaries that allow the company to compete for the best talent in the area. Our people are our most important resource and, therefore, we invest in wages and benefits for our excellent employees.

Priority Ambulance sponsors a comprehensive benefits program for eligible employees, and each benefit plan has specific eligibility conditions. All full-time Priority Ambulance employees will enjoy the benefits described in the Corporate Benefits policy and the individual plan summaries as soon as they meet all eligibility requirements for each particular benefit. Part-time employees may be eligible for certain benefits if they meet the eligibility conditions.

- **Health Insurance** - Comprehensive medical benefits coverage through Wellnet, and the Aetna provider network, with prescription medication coverage through pharmacy provider Rightway.
- **Free Telehealth Benefits** -For all covered employees and their covered dependents.
- **Dental Insurance** - We offer a comprehensive dental plan with MetLife, giving employees convenient access to high-quality dental services on two tiered plans.
- **Vision Care Insurance** - Vision care benefits provided through MetLife and includes covered annual eyes exams, affordable options for prescription glasses or contact lenses, as well as discounts for laser vision correction.
- **Health Savings Account/Dependent Care Savings Account** - Employees who select the Wellnet/Aetna HDHP plan have the opportunity to use a Health Savings Account (HSA) to help pay out-of-pocket medical expenses with the option to save for future medical expenses. Unused balances roll over to next year. No "use it or lose it" rules.
- **Flexible Spending Accounts (FSAs)** - Employees can set aside money each month for important expenses and help reduce income taxes at the same time. We offer two types of FSAs - a healthcare FSA and a dependent care FSA administered through Wageworks.
- **Basic Life Insurance** - This benefit provides eligible employees with basic life insurance coverage of \$15,000 at no cost and enrollment is automatic.
- **Voluntary Life Insurance** - If employees determine they need more than the basic coverage, they may purchase additional coverage for themselves and eligible family members.
- **Accidental Death & Dismemberment (AD&D) Insurance** - AD&D insurance provides a lump-sum payment for a covered accidental death, dismemberment, sensory loss or paralysis.
- **Disability Coverage** - This benefit pays part of the employee's salary when they cannot work due to a covered illness or injury. Weekly/monthly benefit payments are deposited directly to checking or savings accounts.
- **Employee Assistance Program (EAP)** - We are proud to provide a confidential program dedicated to supporting the emotional health and wellbeing of our employees and their families, in addition to the Employee Safety & Wellness program described in Section 4.8 (H) below. The EAP provides employees and eligible members of their households with around-the-clock access to confidential counseling

to help address issues such as relationship struggles, drug and alcohol abuse, financial hardship, general stress and depression. Assistance is available through a 24-hour toll-free number.

- **401(k) Retirement Plan** – We offer employees a 401(k)-retirement savings plan through Empower Retirement, with the tax-deferred advantage of contributing to retirement savings.
- **Military Reserve** – We are proud of our employees who service in the U.S. military and Armed Forces, such as the National Guard, and they make take the necessary time off to fulfill this obligation. Employees retain all legal rights for continued employment under existing laws. We further work with employees to assist family needs while they are serving our country.
- **Workers' Compensation Coverage** – All employees are entitled to workers' compensation coverage. This coverage is automatic and immediate and protects employees from work-related injury or illness. If an employee cannot work due to a work-related injury or illness, workers' compensation insurance pays medical bills and provides a portion of income until the employee can return to work.
- **Vacation/PTO** – All full-time employees who have completed the probationary period will be eligible for Paid Time Off (PTO) to be used for personal time, vacation, or absences due to illness.
- **Holiday Benefits** – Eight paid holidays are provided to employees. Employees who work on a holiday will be paid 1.5x pay for hours worked. Holidays include New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve Day, and Christmas Day.
- **Uniforms Provided** – Uniforms will be provided for operations staff, mechanics, and materials staff. Full-time ambulance crew members will receive two uniform sets, including shirts, pants, belt, and boots. Full-time employees will receive a biannual stipend to purchase new uniform items.
- **Vacation/PTO** – All regular full-time employees who have completed the probationary period will be eligible for Paid Time Off (PTO) to be used for personal time and vacation, as well as Sick Time to be used for absences due to illness.
- **Holiday Benefits** – Eight paid holidays will be provided to employees. Employees who work on a holiday will be paid 1.5x pay for hours worked. Holidays include New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving and Christmas Day.

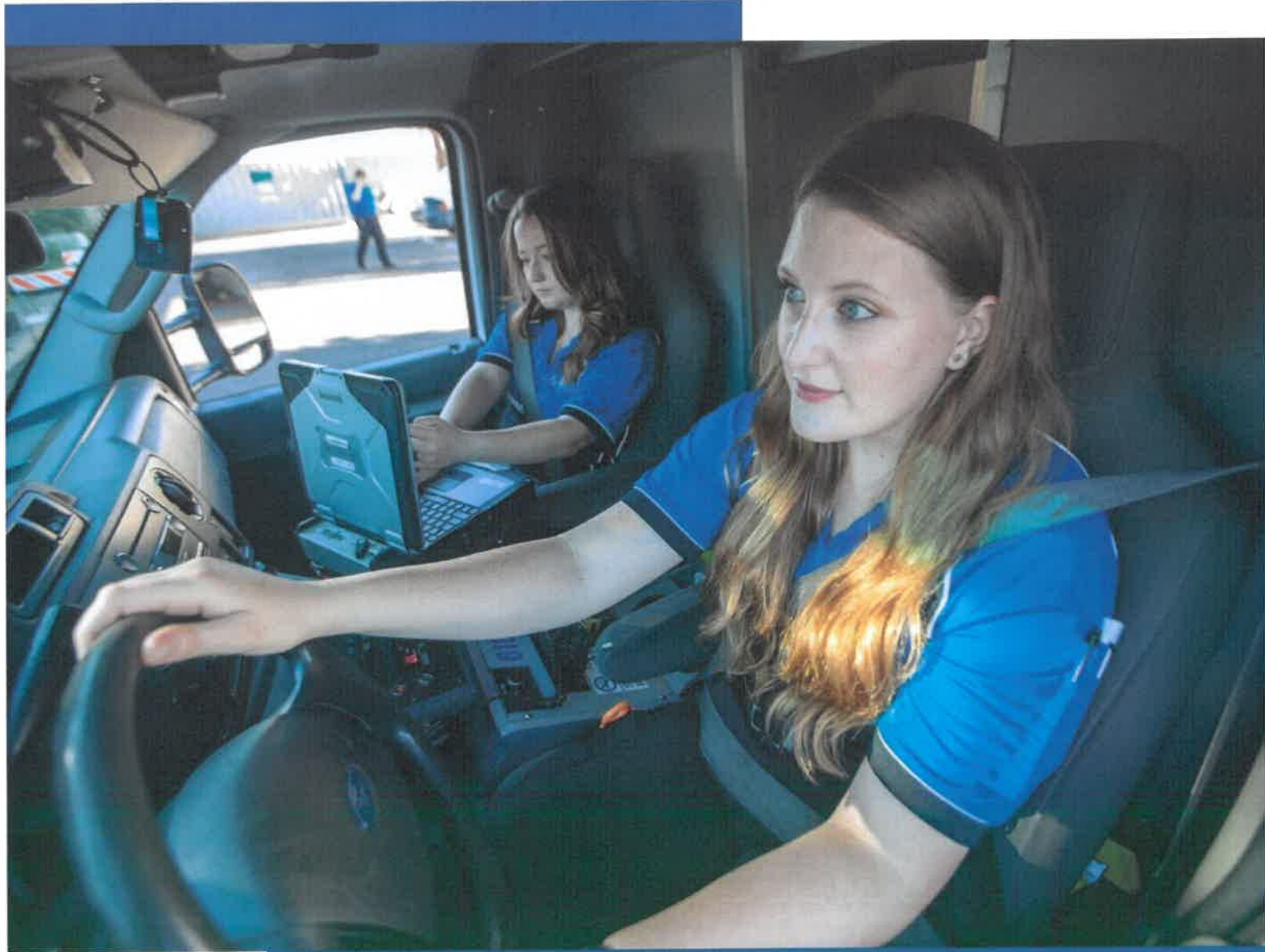
## TREATMENT OF THE INCUMBENT WORKFORCE

Priority Ambulance strives to create a welcoming, family-oriented atmosphere for its employees and that starts from the first day that we are selected for a new contract.

We believe this is important to maintain consistency and stability for the EMS system. Communities are served best when employees are dedicated to the community and knowledgeable about local trends and policies.

Priority Ambulance is best positioned to ensure no disruption in service that a transition of employees would cause.

EMS is a service industry, and our field personnel are the front lines of providing that service. Our people are our greatest resource, and that's why we put so much focus on building a foundation of open communication and trust with our workforce.



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PROPOSAL TO FRANKLIN COUNTY

## Fleet Maintenance

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## FLEET MAINTENANCE

At Priority Ambulance, a high-quality preventive maintenance program is essential to ensure the safety of our crew members and the quality and reliability of the services we provide. The following Preventive Vehicle Maintenance (PVM) program has been established to prevent in-service failures through aggressive preventive vehicle maintenance and in-depth inspection procedures intended to locate and correct mechanical defects before they occur. The program is designed to reduce parts failure and extend vehicle life. PRIORITY AMBULANCE keeps all ambulances and associated equipment neat, clean, and fully supplied as required by the Tennessee Office of Emergency Medical Services.

All maintenance of response vehicles, electrical, suspension, mechanical, etc., shall be provided by certified local mechanics. Body repairs, transmission, upholstery, and other specialty work may be sent out to local qualified subcontractors. All preventive maintenance such as tire rotation and oil changes will be completed at a local Ford dealer. More complex maintenance and repairs specific to ambulance vehicles may be completed by Priority Fleet Services Department at its East Tennessee headquarters in Knox County or Puckett EMS in Chattanooga.

Fleet Service Technicians shall be screened thoroughly, and background inquiries made prior to employment to ensure that their work history is reputable. Fleet Technicians will be provided incentives for attaining advanced mechanical repair qualifications.

## MAINTENANCE TRACKING AND RECORDING SYSTEM

The Fleet Services Department maintains a database for each vehicle in the fleet. Units are tracked via their Vehicle Identification Number (VIN). The database assists Fleet Services in ensuring registrations and preventive maintenance (PVM) schedules are current and that repair and other routine checks are done in a timely fashion. The system will flag a unit file when the maintenance checkup is due. It will note any unusual circumstances in the vehicle history file, which allows the mechanics to continually evaluate, monitor and update the historical performance of each unit.



Fleet Services tracks each vehicle on a monthly and year-to-date basis to determine a cost-per-mile expense to operate. The Fleet Manager then can identify through review of these reports either an increase in cost or a decrease in reliability, both of which would indicate a need for action. The Fleet Manager shall prepare quarterly vehicle maintenance summary reports outlining all scheduled and unscheduled maintenance performed.

## FLEET MANAGEMENT SOFTWARE

Priority Ambulance will use Fleetio fleet management software to track its preventive maintenance schedule as detailed below.

Fleetio software allows the fleet manager to track complete maintenance histories, out-of-service time, scheduled preventive maintenance and vehicle health. Crew members may submit maintenance requests directly to the fleet manager via the system. The system also allows for warning messages to be automatically sent to appropriate personnel if a critical vehicle fault is detected.



The database will assist Fleet Services in ensuring registrations and preventive maintenance (PVM) schedules are current and that repair and other routine checks are done in a timely fashion. Fleetio will automatically flag a unit file when the maintenance checkup is due. It will note any unusual circumstances in the vehicle history file, which allows mechanics to continually evaluate, monitor and update the historical performance of each unit.

Fleetio will pinpoint recurring problems, generate service notices for maintenance personnel to ensure accuracy, organize vehicle and equipment downtime based on necessary maintenance, schedule equipment or vehicle maintenance based on miles, hours and/or days, establish documentation for legal purposes, and generate reports for contract audit and cost control. All computer files are backed up daily.

## VEHICLE INSPECTION GUIDELINES

All vehicles will maintain scheduled PVM services per the following Inspections Level Criteria:

Level of Service	Overview	Schedule	Activities
"A" Level PVM Inspection/Service	<p>Basic service interval for all vehicles.</p> <p>Goal: Basic servicing of the vehicle and conduct an extensive safety inspection to identify and prevent vehicle failures.</p>	Every 4,000 miles	<ul style="list-style-type: none"> <li>■ Pre-Service Test Drive</li> <li>■ Preventive Vehicle Maintenance Inspection</li> <li>■ Oil and Filter Replacement</li> <li>■ Chassis and Body Lubrication</li> <li>■ Inspect, Clean and Adjust Brakes</li> <li>■ Cranking/Charging System Test</li> <li>■ Lighting Systems Inspection</li> </ul>



			<ul style="list-style-type: none"> <li>■ Warning Systems Inspection</li> <li>■ Ambulance Cot Safety Inspection/Service or Trade Out</li> <li>■ Document Inspection/Replacement</li> <li>■ Overall Vehicle Assessment</li> <li>■ Engine and Chassis Cleaning</li> <li>■ Post-Service Test Drive</li> <li>■ Work Order Completion and PM Update</li> </ul>
"B" Level PVM Inspection/Service	<p>Basic service interval for fuel filter replacement service.</p> <p>Goal: Basic servicing of the vehicle and ensure the proper operation of the transmission and related components</p>	Every 25,000 miles	<ul style="list-style-type: none"> <li>■ Any Concurrent PVM Scheduled</li> <li>■ Pre-Service Test Drive with Special Attention to Shift Points and Smoothness of Operation</li> <li>■ Fuel Filter Replacement</li> <li>■ Internal Inspection during Filter Replacement</li> <li>■ Inspection/Adjustment of Linkage, Cables, Hoses, Mounts and Valves</li> <li>■ Final Test Drive</li> <li>■ Work Order Completion and PVM Update</li> </ul>
"C" Level PVM Inspection/Service	<p>Basic service interval for air system filter replacement, transmission fluid and filter.</p> <p>Goal: Prevent</p>	Every 30,000 miles	<ul style="list-style-type: none"> <li>■ Any Concurrent PVM Scheduled</li> <li>■ Pre-Service Test Drive with Special Attention to Engine Performance</li> <li>■ Replacement of Transmission Fluid &amp; Filter</li> <li>■ Visual or Vacuum</li> </ul>

	any loss of engine performance and to maximize fuel economy		Inspection of Air Filter and Replacement if Indicated <ul style="list-style-type: none"> <li>■ Final Test Drive</li> <li>■ Work Order Completion and PVM Update</li> </ul>
"D" Level PVM Inspection/Service	Basic service interval for engine tune-up procedures on gasoline-powered vehicles.  Goal: Prevent loss of engine performance, maximize fuel economy and ensure reliable ignition.	Every 50,000 miles	<ul style="list-style-type: none"> <li>■ Any Concurrent PVM Due</li> <li>■ Pre-Service Test Drive with Special Attention to Engine Performance</li> <li>■ Replacement/Service of Tune-Up Items</li> <li>■ Replacement of Rear Differential Fluid</li> <li>■ Evaluation of Ignition System with Diagnostic Scope</li> <li>■ Work Order Completion and PM Update</li> </ul>
"E" Level PVM Inspection/Service	Basic service interval for engine V-belt replacement  Goal: Extensive inspection of the cooling system or V-belts and the loss of performance of belt-driven accessories due to slippage	Every 75,000 miles	<ul style="list-style-type: none"> <li>■ Any Concurrent PM Scheduled</li> <li>■ Pre-Service Test Drive</li> <li>■ Replacement of V-Belts</li> <li>■ Inspection of Cooling System Components</li> <li>■ Final Test Drive</li> <li>■ Work Order Completion and PM Update</li> </ul>



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PROPOSAL TO FRANKLIN COUNTY

## 911 Experience

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## 911 EXPERIENCE

Priority Ambulance, LLC currently provides emergency and non-emergency ambulance services to communities of all sizes and makeup. Priority Ambulance has never had a contract terminated for cause or ended by agreement before the full term. Please see below for an overview of our current large contracts.

Priority Ambulance has 38 current 9-1-1 contracts with public safety agencies throughout the country that serve communities of all sizes and makeups. In fact, serving rural communities represents approximately 60% of the counties that we serve nationwide. Though serving rural areas can be a challenge, we feel that this is an area of strength for us, and a community need that we are passionate about filling. In total, we provide 9-1-1 advanced life support (ALS) service to more than 2.9 million people in the United States.

Our management teams are experts in EMS system design and bring skills honed by top-notch EMS operations of all sizes and types worldwide. We build relationships with our communities based on quality and trust and provide exceptional care and contract compliance over long-term contracts – some of them decades-long. Below, we have highlighted a few communities that match the required experience in the Request for Proposals.

### CASE STUDY: LOUDON COUNTY, TENNESSEE

<b>Contract:</b>	Loudon County, Tennessee		
<b>Company Name:</b>	Priority Ambulance		
<b>Community Makeup:</b>	54,058 - Suburban/Rural	<b>Service Period:</b>	2015-Present
<b>Type &amp; Level of Service:</b>	Primary 9-1-1 Ambulance Response–ALS	<b>Contact:</b>	Buddy Bradshaw, Loudon County Mayor 100 River Road, Suite 106 Loudon, TN 37774 865-458-4664
<b>Response Time Requirements:</b>	Zone 1 (Urban): <10:00; 90%. Zone 2 (Rural): <15:00; 90% Improved response times by 60% over previous provider		

Priority Ambulance was selected as the exclusive emergency ambulance service provider for Loudon County in East Tennessee in January 2015.

Priority Ambulance Loudon County leadership worked closely with area first responders and hospital administrators to develop an efficient, effective emergency response system.

When Priority Ambulance began providing countywide service in January 2015, dramatic improvements were made to the emergency response system that improved response times by more than 60% over the previous provider, and these improvements have been maintained.

Priority Ambulance spearheaded an effort to create a countywide EMS Council to review response data from the complete health care system, improve emergency protocols and identify opportunities to improve overall efficiencies. EMS Council membership includes the Fort Loudoun Medical Center chief administrative officer and emergency department director, local fire and police chiefs, Loudon County sheriff and select members of Loudon County Commission, which review data for trends and possible areas of improvement.

Utilizing this data has afforded us the opportunity to reduce response time to the entire county. This was a goal that was promised and expected of priority upon being awarded the contract for services, and they have delivered. In the first full year that Priority provided service, response times improved by more than 60 percent over the previous provider.

**JENNIFER WHITE**  
 Loudon County 911 Director

### CASE STUDY: COBB COUNTY, GEORGIA

<b>Contract:</b>	Cobb County, Georgia (South Zone)		
<b>Company Name:</b>	Puckett EMS		
<b>Community Makeup:</b>	350,000 - Urban/Suburban	<b>Service Period:</b>	2001-present
<b>Type &amp; Level of Service:</b>	Primary 9-1-1 Ambulance Response & Interfacility Service	<b>Contact:</b>	Carl Crumbley Deputy Chief of EMS 770-528-8304
<b>Response Time Requirements:</b>	11:59 or less; 90% Compliant for duration of contract		

Puckett EMS has been a strong partner of the Cobb County Fire Department for 19 years, and we look forward to continuing to work with them in the future. When Puckett EMS joined the Priority Ambulance national network, local leadership remained in place. Based on our experience, this company invests in its local communities and supports local leadership and decision-making.

**NICHOLAS ADAMS**  
 EMS DIVISION CHIEF  
 COBB COUNTY FIRE AND EMERGENCY SERVICES

In 2001, Puckett EMS earned the EMS contract for Cobb County, Georgia, including the southwest portion covering the cities of Powder Springs, Mableton, and Austell. Puckett EMS still holds this contract and provides ambulance coverage for approximately 350,000 citizens.

Puckett EMS partnered with Cobb County to design and implement a high-performance public-private EMS system to ensure the emergency demand of the community were met, improve the quality of patient care, and decrease response times. Puckett EMS consistently

complies with response times and has successfully renewed the provider contract three times.

### CASE STUDY: FORSYTH COUNTY, GEORGIA

<b>Contract:</b>	Forsyth County, Georgia		
<b>Company Name:</b>	Central EMS		
<b>Community Makeup:</b>	244,252 - Urban/Suburban/Rural	<b>Service Period:</b>	2016-present
<b>Type &amp; Level of Service:</b>	Primary 9-1-1 Ambulance Response -ALS & Interfacility	<b>Contact:</b>	Capt. Richard Hamilton Forsyth County Fire Dept. EMS Coordinator 3520 Settingdown Road Cumming, GA 30028 770-781-2180
<b>Response Time Requirements:</b>	7:59 or less; 90% Compliant for duration of contract; 2019 compliance: 99%		

In January 2016, Central EMS assisted the county when its previous provider abruptly left. Within 17 hours, Central EMS had mobilized seven ambulances and transitioned more than 90 employees to ensure a seamless transition with no interruption in EMS response for the citizens of Forsyth County. Within Forsyth County, Central EMS responds to more than 11,000 emergencies each year and transports more than 7,600 patients.

*We're all one team. In my 20 years here, they are the best we've ever had as a contractor, absolutely.*

**JASON SHIVERS**  
 DIVISION CHIEF  
 FORSYTH COUNTY FIRE DEPARTMENT

Since 2016, Central has provided superior EMS coverage to the county, well exceeding the contractual requirements of responding to 90 percent of calls within the county in 7 minutes, 59 seconds or less. In 2016, Central EMS averaged a 98.5 percent monthly compliance in its response times. The average response time from the moment the call came into dispatch to arriving on the scene for intervention was 6 minutes, 20 seconds. In 2018 and 2019, the company has further improved its performance, and the compliance percentage exceeded 99 percent.

In addition to its response times, Central EMS has worked to become a trusted partner to Forsyth County Fire Department and to health care partners and nonprofits in the community. Each year, Central EMS's director of training provides more than 120 hours of annual training

in certification, recertification, and specialized training, such as pediatric advanced life support and training on new technology and protocols. These training sessions are held at the Forsyth County fire stations. Additionally, all Central EMS programs held at state headquarters are open to any firefighters, many of whom have taken advantage of these services.

Central EMS has worked closely with the Fire Department as Central EMS developed and implemented the deployment plan for the county. Central EMS' management and personnel operate within the chain of command of the Forsyth County Fire Department and work closely with the Forsyth County 9-1-1 Center and the Forsyth County Sheriff's Department to ensure a cooperative, seamless emergency response across all agencies.

### 9-1-1 CONTRACT COMPLIANCE AND REFERENCES

<b>Contract:</b>	Baptist Memorial Health Care (Eight 9-1-1 contracts in Tennessee and Mississippi)		
<b>Company Name:</b>	Baptist Ambulance		
<b>Community Makeup:</b>	TOTAL: 259,930 Tipton County, TN - 61,599 Lafayette County, MS - 54,019 Obion County, TN - 30,069 Carroll County, TN - 27,767 Prentiss County, MS - 25,126 Union County, MS - 28,815 Attala County, MS - 18,174 Calhoun County, MS - 14,361	<b>Service Period:</b>	2017-present
<b>Type &amp; Level of Service:</b>	Primary 9-1-1 Ambulance Response - ALS & Interfacility Service	<b>Contract Administrator:</b>	Chris Anderson Senior Vice President Baptist Memorial Health Care 350 N. Humphrey's Blvd. Memphis, TN 38120 <a href="mailto:chris.anderson@bmhcc.org">chris.anderson@bmhcc.org</a>

<b>Transports</b>	2018: 40,203 2019: 42,393 2020: 46,648 2021: 50,092	<b>Medical Director</b>	Dr. Joe Holley Emergency Medicine Physician 901-493-5374
<b>Response Time</b>	N/a		
<b>Requirements:</b>			



<b>Contract:</b>	Marion County, Tennessee		
<b>Company Name:</b>	Puckett EMS		
<b>Community Makeup:</b>	28,907 - Rural	<b>Service Period:</b>	2012-present
<b>Type &amp; Level of Service:</b>	Primary 9-1-1 Ambulance Response - ALS	<b>Contact:</b>	David Jackson, Mayor 423-942-2552
<b>Response Time Requirements:</b>	Compliant for duration of contract		

<b>Contract:</b>	Sequatchie County, Tennessee		
<b>Company Name:</b>	Puckett EMS		
<b>Community Makeup:</b>	15,026 - Rural	<b>Service Period:</b>	2014-present
<b>Type &amp; Level of Service:</b>	Primary 9-1-1 Ambulance Response - ALS	<b>Contact:</b>	Keith Cartwright, Mayor 423-322-5492
<b>Response Time Requirements:</b>	12-minute average for urban; 19-minute average for rural Compliant for duration of contract		

<b>Contract:</b>	City of Scottsdale, Arizona		
<b>Company Name:</b>	Maricopa Ambulance		
<b>Community Makeup:</b>	258,069 - Urban/Suburban/Rural	<b>Service Period:</b>	2018-present
<b>Type &amp; Level of Service:</b>	Primary 9-1-1 Ambulance Response - BLS (Fire Department provides ride- along ALS)	<b>Contract Administrator:</b>	Tom Shannon, Fire Chief 8401 E. Indian School Road Scottsdale, AZ 85251 480-312-8000
<b>Response Time Requirements:</b>	Priority 1: 8:59 or less; 90%; Priority 2: 14:59 or less Compliant for duration of contract		

<b>Contract:</b>	City of Glendale, Arizona		
<b>Company Name:</b>	Maricopa Ambulance		
<b>Community Makeup:</b>	252,381 - Urban/Suburban/Rural	<b>Service Period:</b>	2019-present
<b>Type &amp; Level of Service:</b>	Primary 9-1-1 Ambulance Response	<b>Contract Administrator:</b>	Terry Garrison, Fire Chief Glendale Fire Department 623-930-4400 tgarrison@glendaleaz.com
<b>Response Time Requirements:</b>	Priority 1: 10:00 or less; 90% of calls; Priority 2: 20:00 or less; 90% of calls Compliant for duration of contract		

<b>Contract:</b>	City of Chandler, Arizona		
<b>Company Name:</b>	Maricopa Ambulance		
<b>Community Makeup:</b>	252,692- Urban/Suburban/Rural	<b>Service Period:</b>	2022-present
<b>Type &amp; Level of Service:</b>	Primary 9-1-1 Ambulance Response	<b>Contract Administrator:</b>	Tom Dwiggin, Fire Chief Chandler Fire Department
<b>Response Time Requirements:</b>	Priority 1: 10:00 or less; 90% of calls; Priority 2: 20:00 or less; 90% of calls Compliant for duration of contract		

<b>Contract:</b>	Anderson County, South Carolina		
<b>Company Name:</b>	Medshore Ambulance		
<b>Community Makeup:</b>	202,558 - Suburban/Rural	<b>Service Period:</b>	1982-present
<b>Type &amp; Level of Service:</b>	Primary 9-1-1 Ambulance Response - ALS & Interfacility Service	<b>Contract Administrator:</b>	Don McCown Anderson County (864) 260-4057

<b>Transports</b>	2018: 42,600 2019: 40,846	<b>Medical Director</b>	Dr. Brett Stoll AnMed Health System (864) 238-6272
<b>Response Time Requirements:</b>	8:59 or less; 90% Compliant for duration of contract; Avg. Response: 5:43		

<b>Contract:</b>	City of Surprise, Arizona		
<b>Company Name:</b>	Maricopa Ambulance		
<b>Community Makeup:</b>	134,085 - Suburban/Rural	<b>Service Period:</b>	2018-present
<b>Type &amp; Level of Service:</b>	Backup 9-1-1 Ambulance Response - ALS (shared response with Surprise Fire Department)	<b>Contract Administrator:</b>	Tom Abbott, Fire Chief Surprise Fire Department 623- 222-5020  <a href="mailto:tom.abbott@surpriseaz.gov">tom.abbott@surpr iseaz.gov</a>
<b>Response Time Requirements:</b>	n/a		

<b>Contract:</b>	Athens-Clarke County, Georgia		
<b>Company Name:</b>	National EMS		
<b>Community Makeup:</b>	126,913 - Urban/Suburban/Rural	<b>Service Period:</b>	2008-present
<b>Type &amp; Level of Service:</b>	Primary 9-1-1 Ambulance Response - ALS & Interfacility Service	<b>Contact:</b>	Dee Burkett, VP Piedmont Athens Regional Medical Center 706-278-8401 Brittany Horne, VP St. Mary's Hospital 706-389-2000
<b>Transports</b>	2018: 9,531 2019: 22,693 2020 To-date: 20,786	<b>Medical Director</b>	Kurt Horst, MD, MPH, FACEP (706) 224-7620 Kurt.Horst@GEMS-ED.NET
<b>Response Time Requirements:</b>	Compliant for duration of contract		

<b>Compliant for duration of contract</b>	Rockdale County, Georgia		
<b>Company Name:</b>	National EMS		
<b>Community Makeup:</b>	90,896 - Urban/Suburban/Rural	<b>Service Period:</b>	1983-present
<b>Type &amp; Level of Service:</b>	Primary 9-1-1 Ambulance Response - ALS	<b>Contact:</b>	Dan Morgan, Chief Rockdale County Fire/Rescue 770-278-8401
<b>Response Time Requirements:</b>	Compliant for duration of contract		

<b>Contract:</b>	City of Goodyear, Arizona		
<b>Company Name:</b>	Maricopa Ambulance		
<b>Community Makeup:</b>	85,840 - Suburban/Rural	<b>Service Period:</b>	2019-present
<b>Type &amp; Level of Service:</b>	Primary 9-1-1 Ambulance Response	<b>Contract Administrator:</b>	Paul Luizzi, Fire Chief Goodyear Fire Department 623-882-7109 paul.luizzi@goodyearaz.gov
<b>Response Time Requirements:</b>	Priority 1: 10:00 or less; 90% of calls; Priority 2: 20:00 or less; 90% of calls Compliant for duration of contract		

<b>Contract:</b>	City of Greenwood, Indiana		
<b>Company Name:</b>	Seals Ambulance		
<b>Community Makeup:</b>	59,458 - Suburban	<b>Service Period:</b>	2016-present
<b>Type &amp; Level of Service:</b>	Primary 9-1-1 Ambulance Response - ALS	<b>Contact:</b>	Darin Hoggatt Fire Chief 155 East Main St. Greenwood, IN 46143 317-882-2599 Office 317-887-5627 Fax hoggattd@greenwood.in.gov
<b>Response Time Requirements:</b>	Compliant for duration of contract		

<b>Contract:</b>	Oconee County, Georgia		
<b>Company Name:</b>	National EMS		
<b>Community Makeup:</b>	40,280 - Suburban/Rural	<b>Service Period:</b>	2008-present

<b>Type &amp; Level of Service:</b>	Primary 9-1-1 Ambulance Response -ALS	<b>Contact:</b>	Dee Burkett, VP Piedmont Athens Regional Medical Center 706-278-8401  Brittany Horne, VP St. Mary's Hospital 706-389-2000
<b>Response Time</b>	Compliant for duration of contract		
<b>Requirements:</b>			

<b>Contract:</b>	City of Franklin, Indiana		
<b>Company Name:</b>	Seals Ambulance		
<b>Community Makeup</b>	25,608 - Suburban/Rural	<b>Service Period:</b>	2009-present
<b>Type &amp; Level of Service:</b>	Primary 9-1-1 Ambulance Response - ALS	<b>Contact:</b>	Dan McElyea, Fire Chief 1800 Thornburg Ln Franklin, IN 46131 317-736-3650 dmceleyea@franklin.in .gov
<b>Response Time</b>	Compliant for duration of contract		
<b>Requirements:</b>			

<b>Contract:</b>	Barnwell County, South Carolina		
<b>Company Name:</b>	Medshore Ambulance		
<b>Community Makeup:</b>	20,866 - Rural	<b>Service Period:</b>	2014-present

<b>Type &amp; Level of Service:</b>	Primary 9-1-1 Ambulance Response - ALS	<b>Contact:</b>	Tim Bennett County Administrator 57 Wall St. Barnwell, SC 29812 803-541-1010 trbennett@barnwellsc.com
<b>Response Time</b>	Compliant for duration of contract		
<b>Requirements:</b>			

<b>Contract:</b>	Morgan County, Georgia		
<b>Company Name:</b>	National EMS		
<b>Community Makeup:</b>	19,276 - Suburban/Rural	<b>Service Period:</b>	1988-present
<b>Type &amp; Level of Service:</b>	Primary 9-1-1 Ambulance Response - ALS	<b>Contact:</b>	Adam Mestres County Manager Morgan County Board of Commissioners 706-342-0725
<b>Response Time</b>	Compliant for duration of contract		
<b>Requirements:</b>			

<b>Contract:</b>	Tipton County, Indiana		
<b>Company Name:</b>	Seals Ambulance		
<b>Community Makeup</b>	15,148 - Suburban	<b>Service Period:</b>	2010-present
<b>Type &amp; Level of Service:</b>	Primary 9-1-1 Ambulance Response - ALS	<b>Contact:</b>	Jeff Ogden Fire Chief City of Tipton Fire Department (765) 675-4633
<b>Response Time</b>	Compliant for duration of contract		
<b>Requirements:</b>			

<b>Contract:</b>	Bamberg County, South Carolina		
<b>Company Name:</b>	Medshore Ambulance		
<b>Community Makeup:</b>	14,066 - Rural	<b>Service Period:</b>	2019-present
<b>Type &amp; Level of Service:</b>	Primary 9-1-1 Ambulance Response - ALS	<b>Contact:</b>	Joey R. Preston 801-245-5195  prestonjr@bambercountysc.gov
<b>Response Time</b>	Compliant for duration of contract		
<b>Requirements:</b>			

<b>Contract:</b>	City of Bessemer, Alabama		
<b>Company Name:</b>	Shoals Ambulance		
<b>Community Makeup</b>	26,472 - Suburban	<b>Service Period:</b>	2015-present
<b>Type &amp; Level of Service:</b>	Backup 9-1-1 Ambulance Response - ALS (shared response with Fire Department)	<b>Contact:</b>	Chief Randall McFarland Bessemer Fire Department 1111 2nd Ave. North Bessemer, AL 35020  (205) 428-5151
<b>Response Time</b>	n/a		
<b>Requirements:</b>			



## 1. What training do your director and supervisors receive to help with leadership and are the trainings incentivized?

### CAREER AND LEADERSHIP DEVELOPMENT

The management team at Priority Ambulance, from the CEO to the field, is made up largely of individuals who began their careers as EMT, paramedics or firefighters. The development of new management team members begins as paramedics and EMTs meet the qualifications necessary to become supervisors and field training officers. Those selected to serve as supervisors have shown the potential for advancement and model both the values and patient care attributes desired by the company.

As an industry, we believe EMS historically has done a poor job of showcasing career advancement opportunities and potential for its employees. The jump from fieldwork to supervisory and management positions has not always been a clear path.

To address this challenge, Priority Ambulance developed the Priority Path, a clearly defined career advancement structure.

EMTs and paramedics begin the clinical ladder by successfully completing the academy training with its base certifications. Advancement is made by adding instructor certifications and demonstrating sound judgment and clinical proficiency as evidenced in chart and case review. This program allows medics the opportunities for growth, while enhancing patient care and simultaneously improving employee morale and job satisfaction.

As EMTs and paramedics advance, they become eligible to become supervisors, field training officers, field training supervisors, or join the system committees as thought leaders and advocates in their expert subject matter. EMTs and paramedics in those roles earn a significant increase over the base salary.

### MANAGEMENT LEVEL ADVANCEMENT PROGRAMS

Priority Ambulance requires each supervisor and manager to participate in the organization's internal management and leadership training program. Based on the values of the organization, the program emphasizes Priority Ambulance's commitment to clinical care and to those who provide that care. The program is designed to allow individuals at all levels of the organization to identify and pursue educational objectives, including economic assistance for higher education degrees for leaders, while giving tools to improve care delivered to patients. This program is flexible and driven by needs identified by individual managers in local operations.

Managers at all levels can petition their supervising manager with a description of any training they believe will help them achieve additional positive results at Priority Ambulance and develop them professionally for greater responsibility and leadership. Priority Ambulance will evaluate and approve these requests and will approve reimbursement for a percentage or the entire professional development course. One of our standard

management training programs that we support is the Fitch & Associates Ambulance Service Manager course.

### **AMBULANCE SERVICE MANAGER (ASM)**

Priority Ambulance identifies individuals at the management level within its organization with potential for leadership who need additional support to thrive in new roles or need additional education to advance to a new role.

The goal is to identify supervisors and field training officers that demonstrate an aptitude and potential for management level positions to place in these training roles. In doing so, we develop a pipeline of individuals ready to advance to management positions as they become available in their area, as well as in other areas of our company.

These employees will be recommended to Priority Ambulance for the completion of the Ambulance Service Manager certification course through Fitch & Associates. The program provides a broad functional curriculum and matches cutting-edge EMS theory with real-life practical applications and scenarios. The initial six-day certification course is followed by several weeks of continued online discussion and group work that culminates in a final six-day in-person training session.

Topics covered during the course include:

- Foundations of EMS systems
- How work styles differ and how to take advantage of that diversity
- Appreciative inquiry and how to apply it to organizational development
- EMS economics, finance and budgeting
- Communications techniques and key considerations for effective writing
- Project management and change leadership
- Government relations
- EMS system design and deployment

With external and internal training opportunities, Priority Ambulance ensures that its most talented employees stay challenged and have access to opportunities for continuing education and career advancement.

### **PRIORITY AMBULANCE LEADERSHIP FOUNDATION**

In 2019, a think tank of former owners of Priority Ambulance companies launched the nonprofit organization, the Priority Ambulance Leadership Foundation, to provide the participants with an accelerated executive leadership program free of cost.



In EMS, we recognize that as the pioneers of this industry retire, we must develop the next generation to pick up the torch. The ultimate goal is to elevate the knowledge level of the industry and prepare individuals to make the jump to the next level of EMS management at Priority Ambulance or any other ambulance service agency.

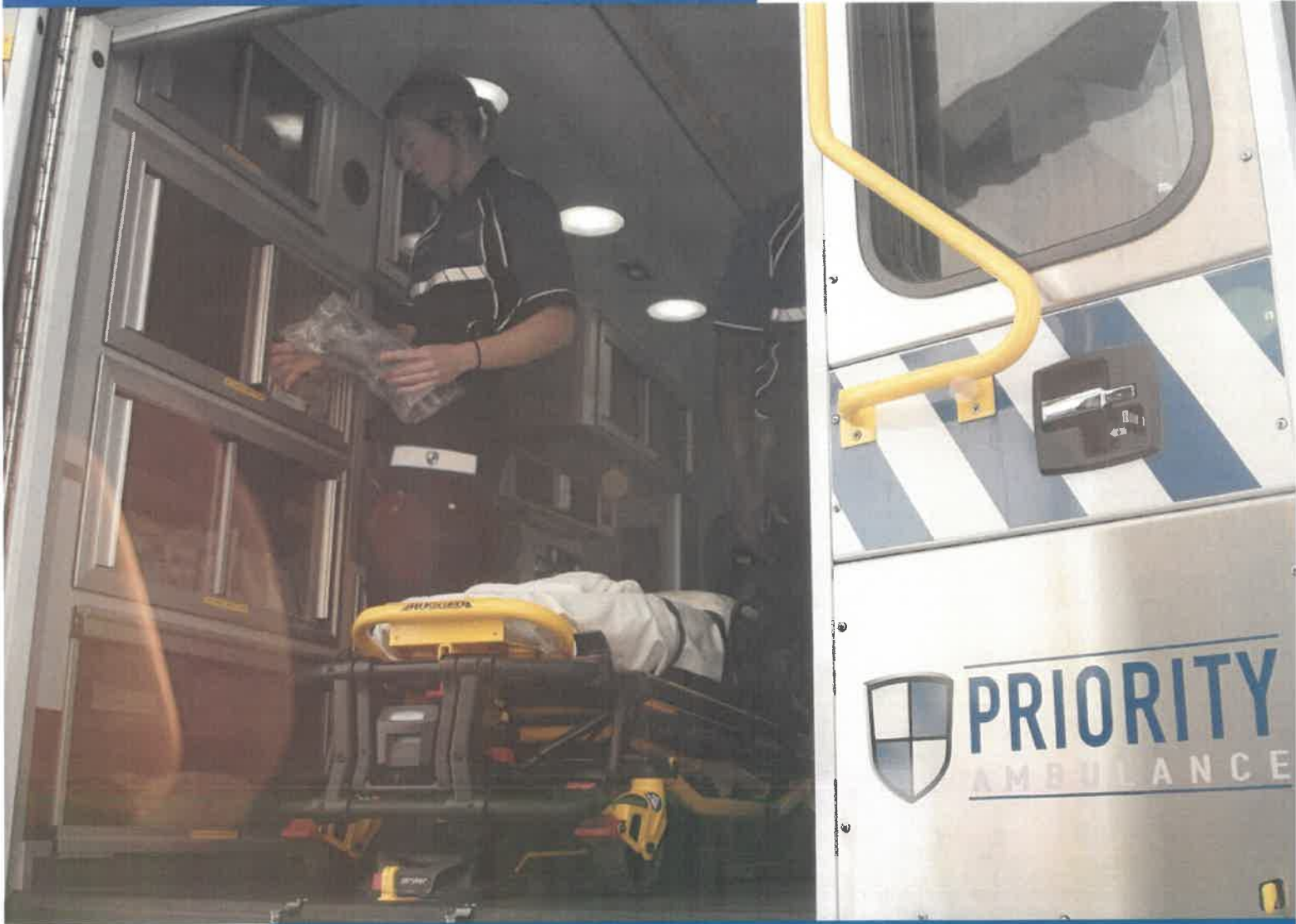
With a year-long leadership course, attendees receive key knowledge points, practical training, and mentorship from successful EMS leaders to become the next generation of leaders. The program consists of four week-long, in-person sessions taught by Priority Ambulance faculty and outside nationally renowned experts. The course includes deep dives into deployment planning and performance monitoring, leadership skills, marketing programs, crisis communications, finance management and budgets, compliance, revenue cycle management, procurement, and risk and safety.

The intensive class involves a capstone project where the individuals develop and present a response to a fictional request for proposals. This project requires them to think through all of the elements of EMS operational programs, including system design, quality improvement, staffing and retention, budget projections and management, and more.

We have graduated 26 EMS executives over the first three years of the course and are currently in the fourth class of 16 students. In addition, several students have received key leadership promotions and credited the Priority Ambulance Leadership Foundation with some of that success. For more information, visit [priorityleadershipfoundation.org](http://priorityleadershipfoundation.org).

## **COMMUNITY LEADERSHIP COURSES, NONPROFIT BOARD AND VOLUNTEERISM**

While professional training is important to developing our future EMS leaders, equally important is learning about the communities where we serve and giving back to those communities. Priority Ambulance supports its leadership and field personnel to engage with the community and serve on boards and support with their time and financial investment the community organizations and nonprofits that make Franklin County a great place to live and work.



PROPOSAL TO FRANKLIN COUNTY

# Letters of Support

PRIORITYAMBULANCE.COM



**Office of Rollen "Buddy" Bradshaw**  
LOUDON COUNTY MAYOR

100 River Road • Suite 106 • Loudon, Tennessee 37774

To Whom It May Concern,

I just wanted to take a moment and share Loudon County's experience with Priority Ambulance. Although Priority is relatively new to Loudon County as the county wide provider, they were with the City of Loudon and Lenoir City before assuming county wide service in January of 2015. I am on no form being derogatory towards Loudon County's previous provider. I just want you to know how ecstatic we are with Priority.

When the process of change began, Priority was the epitome of professionalism. Even when the change became heated, they went about their daily business in the most courteous of manners. They refused to be involved in any shenanigans and simply provided top notch service. This includes being active in the community in other ways as well, such as participating in the City of Loudon's Riverfest III. They displayed through actions their desire to not just run an EMS service, but to be a part of the community they serve.

Since January, Priority has been nothing short of exemplary. In talking with my friends in police and fire departments, you would be hard pressed to find a single person who does not have a 100% positive opinion. They are a pleasure to work alongside.

I cannot strongly enough iterate my stance on the quality of service Priority brings to Loudon County. Their employees are second to none. I have had the pleasure of knowing their management team years before Priority existed and can tell you that Bryan Gibson, Rob Webb, and Dennis Rowe are not only good at what they do, they are good people. Their employees enjoy working for them and it reflects in the job duties they perform.

I think any county or city would be well served and beyond pleased if they chose Priority Ambulance as their EMS provider. I know that Loudon County is.

Sincerely,

Rollen "Buddy" Bradshaw

Loudon County Mayor

Phone 865-458-4664 • Cell 865-740-6960 • Fax 865-458-1784  
[bradshawb@loudoncounty-tn.gov](mailto:bradshawb@loudoncounty-tn.gov) • [www.loudoncounty-tn.gov](http://www.loudoncounty-tn.gov)



Serving Loudon, Roane, Meigs and Morgan Counties

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To Whom it May Concern,

The purpose of this letter is to relay the strong working relationship that the 9<sup>th</sup> Judicial Drug Task Force has developed with Priority Ambulance since the start of their contract with Loudon County. Priority Ambulance, its staff and management, has been an asset to the work the 9<sup>th</sup> Judicial Drug Task Force and its partnering agencies having been doing in response to the growing number of drug related deaths that have been plaguing the county.

Priority Ambulance and its staff have assisted in education, accurate reporting and overall identification of drug related overdoses.

This relationship has provided the 9<sup>th</sup> Judicial Drug Task Force with resources not previously provided. We feel that this relationship is invaluable in our efforts with enforcement and coordination of treatment options and increases the reach of the 9<sup>th</sup> Drug Task Force to understand and attack the drug problem.

The management of Priority Ambulance have been abundantly accommodating to assist our Task Force with any efforts and accomplishments that we feel will provide a safer community Their expertise has been invaluable as a resource in the medical field.

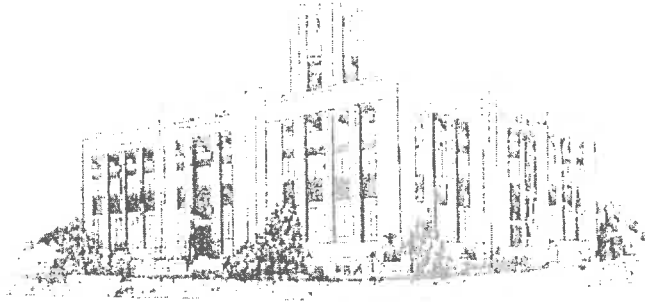
The 9<sup>th</sup> Judicial Drug Task Force wants to continue its relationship and cultivate this relationship in the future as we continue to fight the drug epidemic in Loudon County and surrounding.

Thank you for your time and attention in this matter.

Respectfully,

Brendan DeBoer  
Deputy Director

# CLERK'S CERTIFICATE

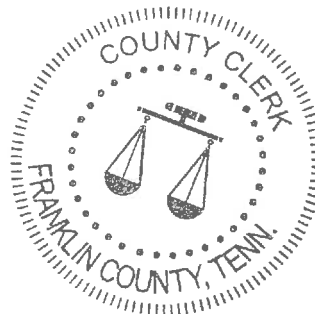


I, Tina Sanders, County Clerk of Franklin County, Tennessee hereby certify that the attached document is a true and correct copy of:

**RESOLUTION 7n-0723- AUTHORIZING FRANKLIN COUNTY, TENNESSEE TO ENTER A CONTRACT FOR A PERIOD OF FIVE YEARS (5) FOR AMBULANCE SERVICES WITH SHOALS AMBULANCE, LLC, DBA PRIORITY AMBULANCE AS THE PRIMARY AMBULANCE SERVICE PROVIDER FOR FRANKLIN COUNTY, TENNESSEE.**

This document was approved at a regular session of the Franklin County Board of Commissioners on July 17, 2023 and is recorded on file in my office in Commission Minute Book 42 Witness my hand and official seal, at office in Winchester, Tennessee, this the 19th day of July 2023.

Tina Sanders, County Clerk  
of Franklin County, Tennessee



**FRANKLIN COUNTY, TENNESSEE**

**CHRIS GUESS, COUNTY MAYOR**

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

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



**Appointment for July 17, 2023**

**Interlocal Solid Waste Authority Board**

**Appoint- William Anderson Expires 7/29**

**Library Board**

**Appoint – Angie Fuller Expires (6/30/26)**





[www.ISWArecycle.net](http://www.ISWArecycle.net)

May 31, 2023

Mayor Chris Guess  
855 Diah Shore Blvd Suite 3  
Winchester, TN 37398

Mayor Guess,

According to our records one of the Interlocal Solid Waste Authority board seats for Franklin County is expiring on July 2023. This seat is currently held by William Anderson. The new term expiration for this appointment should be July 2029 regardless the date the appointment is approved by the County Commission. Please e-mail me a copy of the resolution or other documentation verifying this appointment. If you need any further information, please contact me.

**Billing Address:**

P.O. Box 807  
Tullahoma, TN 37388

**Physical Mailing  
Address:**

419 Joyce Ln  
Winchester, TN 37398

Sincerely,

*Carol Fulmer*

Carol Fulmer, Regional Administrator  
Interlocal Solid Waste Authority

**Phone:**

931-703-2435

**Fax:**

931-962-1468

**E-mail:**

[carol@ISWArecycle.net](mailto:carol@ISWArecycle.net)

**Website:**

[www.ISWArecycle.net](http://www.ISWArecycle.net)



CERTIFICATE OF ELECTION OF NOTARIES PUBLIC  
AS A CLERK OF THE COUNTY OF FRANKLIN, TENNESSEE I HEREBY CERTIFY TO  
THE SECRETARY OF STATE THAT THE FOLLOWING WERE ELECTED TO THE OFFICE OF  
NOTARY PUBLIC DURING THE JULY 17, 2023 MEETING OF THE GOVERNING BODY:

NAME	HOME ADDRESS	HOME PHONE	BUSINESS ADDRESS	BUSINESS PHONE	SURETY
1. LEANNE LANKFORD	89 FAVRE CIR WINCHESTER TN 373985315	931-581-5414	1810 SHARP SPRINGS RD WINCHESTER TN 373984658	931-581-0368	

\_\_\_\_\_  
SIGNATURE

CLERK OF THE COUNTY OF FRANKLIN, TENNESSEE

\_\_\_\_\_  
DATE

**PLEASE SIGN-IN  
GUEST AND MEDIA**

**FRANKLIN COUNTY COMMISSION**

July 17, 2023

<u>NAME</u>	<u>AFFILIATION</u>
1. Denise Marshall	ROD
2. Angie Fuller	
3. James Thompson	Hwy
4. Travis Davis	
5. Jessica King	Planning & Zoning
6. Mike Campbell	IND DEV.
7. Thomas Dae	WINTON Auction
8. Don Bruce	
9. Jean Davie	
10. Brent Smith HC	
11. E. B. J.	Planning & Zoning
12. Rob Webb	Priority Ambulance
13. Brian Kelly Hall	Citizens
14. Mike Stubbfield	citizen
15. Chris Isbell	W/DT
16. Russell & Cindy Bounds	Citizen