ORIGINAL

RESOLUTION NO. 2003-09

RESOLUTION AMENDMENT FOR THE LITTER AND TRASH COLLECTING GRANT FROM THE TENNESSEE DEPARTMENT OF TRANSPORTATION AND AUTHORIZING THE ACCEPTANCE OF SAID GRANT TO THE WEAKLEY COUNTY, TENNESSEE, HIGHWAY FUND FOR THE FISCAL YEAR ENDING JUNE 30, 2003

WHEREAS, Weakley County has applied for a Litter and Trash Collecting Grant from the State of Tennessee Department of Transportation and,

WHEREAS, Tennessee Department of Transportation has notified Weakley County that Grand funds for 2002-03 have been increased from the original amount, therefore this amendment is necessary to increase the revenue and,

WHEREAS, the contract for the grant will impose legal obligations upon Weakley County.

NOW, THEREFORE BE IT RESOLVED, by the county legislative body of Weakley County, Tennessee assembled in regular session on this the 25th day of November, 2002 in Dresden, Tennessee that:

SECTION 1.

1. Ron Gifford, County Executive is authorized to apply on behalf of Weakley County, for a Litter and Trash Collecting Grant from the Tennessee Department of Transportation for the amount specified in the Litter Grant Contract for 2002-03. * Ex. A

2. Should said application be approved by the Tennessee Department of Transportation then Ron Gifford, County Executive is authorized to execute contracts or other necessary documents, which may be required to signify acceptance of the Litter and Trash Collecting Grant by Weakley County.

SECTION 2. BE IT FURTHER RESOLVED, that all resolutions of the Board of County Commissioners of Weakley County, Tennessee which are in conflict with this resolution are hereby repealed.

SECTION 3. BE IT FURTHER RESOLVED, that this resolution take effect from and after its passage, the public welfare requiring it. This resolution shall be spread upon the minutes of the Board of County Commissioners.

Pursuant to the Rules of the Commission, This Resolution Is Sponsored By The Following Members Of The Weakley County Board of County Commissioners:

SPONSORED BY:

CHAIRMAN, PUBLIC WORKS

ACKNOWLEDGED AND APPROVED:

SPONSORED BY:

ACKNOWLEDGED AND APPROVED:

Chairman, Finance, Ways & Means Committee

Motion made by Commissioner Rook that the foregoing resolution be adopted:

Motion seconded by Commissioner Hunt.

Upon being put to a roll call vote, motion carried **by a vote of** 17 **Yeas,** 0 **Nays,** 0 **Passed and** 1 **Absent.**

Attested:

Pat Scarbrough, County Court Clerk

Approved:

Ron Gifford, County Executive

This the 25th day of November, 2002.

Contract No. CHB 1139
Project No. 92500-4070-04

CONTRACT

BETWEEN

THE STATE OF TENNESSEE, DEPARTMENT OF TRANSPORTATION AND

WEAKLEY COUNTY

THIS CONTRACT is made and entered into by and between the State of Tennessee, acting through its Department of Transportation, hereinafter referred to as the "Department", and Weakley County, hereinafter referred to as the "County".

WITNESSETH:

WHEREAS, pursuant to the provisions of Tennessee Code Annotated, Section 41-2-123, the Commissioner of Transportation is authorized to make grants to counties for the purpose of funding programs for the collection of litter and trash along county, state and interstate roads and highways; and

WHEREAS, pursuant to the provisions of Tennessee Code Annotated, Sections 57-5-201 and 67-4-402, proportions of the privilege taxes imposed by said sections are allocated to the highway fund for the purpose of funding programs for the prevention and collection of litter and trash and matters related thereto; and

WHEREAS, the County has submitted an application to the Department for the purpose of obtaining program funds for the prevention of the accumulation of litter and depositing of trash and the collection of litter and trash along county, state, interstate roads and highways as described in said application, and

WHEREAS, said application has been approved by the Commissioner, and the parties want to enter into an agreement to provide the terms and conditions to govern the expenditure of program funds.

NOW, THEREFORE, in consideration of the premises, the parties agree that their respective obligations for administering the program for the prevention of the accumulation of litter and depositing of trash along county, state and interstate roads and highways and the collection of litter and trash from said roads and highways shall be as follows:

1. The County agrees that it will undertake its program for the prevention of the accumulation of litter and depositing of trash, and collection of litter and trash in accordance with its budget, attached hereto as "Exhibit A", which exhibit is hereby incorporated herein by reference.

2. The County agrees not to employ any elected official in carrying out the program.

3. The County agrees that not more than ten percent (10%) of the funds provided for herein shall be expended for the purpose of advertising or promoting the program, no part of such funds shall be used to purchase supplies, materials, or equipment displaying the name or likeness of the administrator of the program, or of any other individual. The County further agrees that it will spend $11,200.00 for litter prevention education under four (4) of the following categories: Student Education (S); Public Education (P); Governmental Education (G); Media Education (M); and Business Education (B).

4. It is understood by the County that if accomplishment of the program includes use of labor by prisoners, it will use those sentenced to the county workhouse. The County may require such labor pursuant to the provisions of T.C.A., Section 41-2-149.

5. It is understood by the County that the maximum amount of compensation subject to being paid to the County as reimbursement shall not exceed the sum of $44,952.00.

6. The term of this Contract shall be from July 1, 2002 through June 30, 2003.

7. The County agrees to provide monthly invoices reflecting actual costs incurred subject to the cost limitation set forth in Provision No. 5. The monthly invoice shall set forth in detail the amount expended pursuant to the budget, be supported by receipted bills and payroll time sheets, contain a notarized statement relating to accuracy, be accompanied by a progress report describing accomplishments and problems encountered during the month and work anticipated during the subsequent month, and be submitted in triplicate. This monthly invoice shall be submitted to the Department's Highway Beautification Office, Suite 400, James K. Polk Building, Nashville, TN 37243-0333, within ten (10) days following the end of each month. The County also agrees to submit to the State a final claim for reimbursement of all eligible cost incurred under this contract no later than ninety (90) days after the termination of this contract.

8. The Department agrees to honor all invoices for reimbursement of costs provided the County is complying with its obligations provided for in "Exhibit A". The Department will pay actual operating costs for any vehicles and other mobile equipment used in accomplishing program work, but not to exceed the amounts set forth in the Rental Rate Blue Book for Construction Equipment.

9. The County agrees to comply with applicable requirements of the Manual on Uniform Traffic Control Devices for Streets and Highways.

10. The County agrees to require persons working on or adjacent to the highway right-of-way to wear safety colored vests.

11. The County agrees to use competitive bidding procedures in the procurement of goods, materials, supplies, equipment or services.

12. The County agrees to be responsible for the accountability, management, and inventory of all property acquired in whole or in part with funds provided hereunder.

13. The performance and effectiveness of the County in accomplishing the work shall be subject to quarterly review by Department officials.

14. If the County fails to fulfill in a timely and proper manner its obligations under this Contract, or if the County shall violate any of its terms, the Department shall have the right to immediately terminate this Contract and shall have not further obligation for payment in excess of fair reimbursement as compensation for work completed.

15. This Contract may be modified only by written amendment executed by all parties hereto.

16. No person on the ground of handicap, race, color, religion, sex or natural origin or any other classification protected by Federal or State constitutional or statutory law, will be excluded from participation in, or be denied the benefits of, or be otherwise subjected to discrimination in the performance of this Contract, or in the employment practices of the County. The County agrees, upon request, to show proof of such nondiscrimination, and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

17. This Contract may be terminated by either party, without cause being assigned, by giving written notice to the other at least thirty (30) days before the effective date of termination. In that event the County shall be entitled to receive fair reimbursement as compensation for any satisfactory authorized work completed as of the termination date.

18. The County agrees to maintain documentation for all charges against the Department under this Contract. The books, records and documents of the County related to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice by the Department, the Comptroller of the Treasury, or their duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles and at no less than those recommended in the accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee.

19. This Contract is in implementation of T.C.A., Section 41-2-123(c) to fund the County's program for the collection of litter and trash along county, state and interstate roads and highways and for no other purpose. The County understands that it shall have full control of and liability for all work activities provided for as an independent contractor and not as an agent of the Department.

20. The local government agrees to comply with all applicable federal and state laws, rules, and regulations in the performance of its duties under this agreement. The parties hereby agree that the failure of the local government to comply with this provision shall constitute a material breach of the agreement and subject the local government to the repayment of all damages suffered by the State and/or the Tennessee Department of Transportation as a result of said breach

21. The County agrees not to assign or sublet any interest in this Contract.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized representatives on this the _____ day of _____, 2002.

WEAKLEY COUNTY

BY: _____

TITLE: _____

Certified as the legal obligation of the County.

BY: _____
County Attorney

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

BY: _____
J. Bruce Saltsman, Sr.
Commissioner

APPROVED AS TO FORM AND LEGALITY

BY: _____
Mary G. Moody
General Counsel